

CITY OF FOUNTAINS  
HEART OF THE NATION



KANSAS CITY  
MISSOURI

## INVITATION TO BID

Project /Contract Number: 81001040 / EV4114

Project Title: Class A Biosolids Hauling (IDIQ) Contract

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The General Services Department of Kansas City, Missouri will receive sealed Bids until **2:00 PM, on Tuesday, September 9, 2025** at the Water Services Department, 4800 East 63<sup>rd</sup> Street, Kansas City, Missouri 64130 for **Project/Contract No. 81001040/EV4114 – Class A Biosolids Hauling**. Bids will be opened after that time.

City desires that Minority Business Enterprises (MBE) and Women's Business Enterprises (WBE) have a maximum opportunity to participate in the performance of City contracts. The goals for this specific Project are **(6%) MBE** participation and **(6%) WBE** participation.

Bidding Documents will be available online to all interested parties at the Kansas City, Missouri Plan Room, <http://www.kcmoplanroom.org>. All addenda will be posted at this location. Any document or plan may be viewed or downloaded from this location.

Bidders are requested to attend the Pre-Bid Conference at **10:30 AM on Thursday, August 28, 2025** at **the Blue River Annex Building located at 950 North Century Blvd., Kansas City, Missouri, 64120.**

Senior Project Manager: Bon Marie Gardner

Phone Number: (816) 513-0354

E-mail: [bon.marie.gardner@kcmo.org](mailto:bon.marie.gardner@kcmo.org)

Senior Procurement Officer: Marzella Newman-Buckner

Phone Number: (816) 513-0319

E-mail: [marzella.newman-buckner@kcmo.org](mailto:marzella.newman-buckner@kcmo.org)

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CITY OF FOUNTAINS  
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## GENERAL SERVICES CONTRACT INSTRUCTIONS TO BIDDERS



KANSAS CITY  
MISSOURI

**Project/Contract Number: 81001040 / EV4114**

**Contract Title: Class A Biosolids Hauling (IDIQ)**

**City Contact:**

1. **Introduction** Sealed Bids for **Project No. 81001040 / Contract No. EV4114 – Class A Biosolids Hauling** will be received by the General Services Department at the Water Services Department, 4800 East 63<sup>rd</sup> Street, Kansas City, Missouri, 64130 **until 2:00 P.M., September 9, 2025, at which time bidding will be closed.** All Bids shall be addressed to the Manager of Procurement Delois Moore, shall state on the outside of the sealed Bid envelope the title and Contract number. No Bid may be withdrawn for a period of ninety (90) days after the Bid is opened.
2. **Bid Package** The Bid Package (“Bidding Documents”) contains the following:
  - A. Instructions to Bidders
  - B. Part II Standard Terms and Conditions
  - C. Specification/Scope of Work
  - D. Bid Form with Unit Price
  - E. Bid Bond
  - F. Unit Prices
  - G. Affidavit of Intended Utilization (CREO KC Form 13)
  - H. Experience and Reference Form (00410.1)

**Forfeiture of Bid Bond for Failure to Make MBE/WBE Submissions** By submitting its Bid, Bidder is agreeing to the following: (1) Bidder has made by Bid opening a good faith effort to meet the MBE/WBE goals established for the Project; or Bidder will continue to make during the 48 hours after Bid opening a good faith effort to meet the MBE/WBE goals established for the Project; and (2) Bidder will timely submit its 00450 CREO KC Construction Contractor Utilization Plan/Request for Waiver (CREO KC Form 8) and 00450.01 Letter of Intent to Subcontract for each MBE/WBE listed on the 00450 CREO KC Construction Contractor Utilization Plan/Request for Waiver; and (3) Bidder will submit documentation of its good faith efforts to meet the MBE/WBE goals when requested by the City. Failure to meet these requirements in good faith will result in Bidder being debarred and forfeiting its Bid Bond.

- I. Documents listed below will be required to submit within 48 hours after bid opening..
  1. E-Verify and MOU
  2. Contractor Utilization Plan/Request for Waiver (CREO KC Form 8)
  3. Letter of Intent to Subcontract (CREO KC Form 00450.01)
  4. Timetable for MBE/WBE Utilization (CREO KC Form 10)

5. Request for Modification or Substitution (CREO KC Form 11) if applicable.
6. Affirmative Action Affidavit
7. Employee Identification

3. **Bid Submittal** The following items should be completed and returned to the City with your Bid addressed to:

Delois Moore, Manager of Procurement  
4800 East 63<sup>rd</sup> Street  
Kansas City, Missouri 64130

- A. Bid Form with Unit Price Form.
- B. Bid Bond.

4. **Consideration of Bids** The City will determine the lowest, responsive and responsible Bid. Price will not be the only consideration in that selection process. Bid Alternates, if accepted, will be selected in any order or combination. The City reserves the right to include alternates in determining the lowest, responsive and responsible Bid. The City shall let the contract to the lowest, responsive and responsible bidder; however, the City may reject any or all bids, including without limitation all nonconforming, non-responsive, unbalanced or conditional bids and may reject the bid of any bidder if the City believes that it would not be in the best interests of the City to contract with that bidder. The City reserves the right to waive irregularities and/or formalities a deemed appropriate.

5. **Rejection of All Bids** If the City rejects all Bids, the City may re-solicit Bids only from those Bidders that submitted a Bid pursuant to the original Invitation for Bids and/or use an expedited Bid submission schedule with or without re-advertising or issuing any other public notice when the City determines that the delay from the normal solicitation procedure would not be in the City's best interests.

6. **Bids that Exceed the City Department's Available Funds** A director may negotiate a revised bid with the apparent lowest, responsive and responsible bidder, including changes in bid requirements, price, scope or quantity if: (a) the bid is more than the appropriation or relevant budget item for this project; and (b) it is not in the City's best interests to re-solicit bids because of time or other circumstances.

7. **Quality Services Assurance Act.**

- A. Please certify that you will pay all employees who will work on this Contract in the city limits of Kansas City, Missouri at least \$10.00 per hour in compliance with the City's Quality Services Assurance Act, Section 3-66, Code of Ordinances.

- B. If you will not certify that you pay your employees who will work on the City Contract at least \$10.00 per hour, please submit the following so the City can evaluate the potential quality of your personnel:

- (1) Turnover rate for the last three calendar years for non-exempt employees and exempt employees; and

- (2) Employee benefits provided to exempt and non-exempt employees; and
- (3) Training provided to exempt and non-exempt employees, including those that will provide services to the City; and
- (4) Promotional opportunities for non-exempt and exempt employees; and
- (5) Average tenure of exempt and non-exempt employees during the immediately preceding three calendar years; and
- (6) Employee incentive rewards and employee recognition policies; and
- (7) How you provide and receive employee feedback and communication; and
- (8) Mentorship programs provided to employees; and
- (9) Education benefits provided for exempt and nonexempt employees.

8. **Late Bids and Modifications**

- A. Bids and modifications of bids received after bid opening may be considered in the City's sole discretion if: (1) they are sent by a delivery method that guarantees the bid will be delivered prior to the time of bid opening; or (2) it is determined by the City that the late receipt was due solely to mishandling by the City after receipt.
- B. If an emergency, weather or unanticipated event poses an interruption so that bids might not be received at the City office designated for receipt of bids by the exact time specified in the IFB, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which the City declares normal government operations resume.
- C. Bids may be modified or withdrawn by written or telegraphic notice received prior to the exact hour and date specified for receipt of bid.

9. **Waiver of Bid Requirements** The City may at any time waive any requirements imposed by this solicitation or by any City ordinance or regulation when it is in the best interests of the City to grant the waiver. The City reserves the right to waive any irregularities and/or formalities as deemed appropriate.

10. **Interpretations and Addenda** All questions about the meaning or intent of the Bidding Documents may be directed to the City Contact person listed on page one of these Instructions to Bidders. Interpretations or clarifications considered necessary by the Contracting Officer in response to such questions will be issued by Addenda to all parties recorded as having received the Bidding Documents. Questions received less than ten (10) days prior to the date for opening of Bids may not be answered. Only answers issued by formal written Addenda will be binding.



Oral and other interpretations or clarifications will be without legal effect. Addenda may also be issued to modify the Bidding Documents as deemed advisable by City.

11. **Affirmative Action** It is the policy of the City that any person or entity entering into a contract with the City, will employ applicants and treat employees equally without regard to their race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age. The City's Affirmative Action ordinance requires that any person or entity who employs fifty (50) or more persons and is awarded a contract from the City totaling more than \$300,000.00 must:
  - A. Execute and submit an affidavit, in a form prescribed by the City, warranting that the contractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the contract.
  - B. Submit, in print or electronic format, a copy of the contractor's current certificate of compliance to the City's Civil Rights and Equal Opportunity Department (CREO KC) prior to receiving the first payment under the contract, unless a copy has already been submitted to CREO KC at any point within the previous two calendar years. If, and only if, contractor does not possess a current certification of compliance, contractor shall submit, in print or electronic format, a copy of its affirmative action program to CREO KC prior to receiving the first payment under the contract, unless a copy has already been submitted to CREO KC at any point within the previous two calendar years.
  - C. Require any subcontractor awarded a subcontract exceeding \$300,000.00 to affirm that subcontractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the subcontract.
  - D. Obtain from any subcontractor awarded a subcontract exceeding \$300,000.00 a copy of the subcontractor's current certificate of compliance and tender a copy of the same, in print or electronic format, to CREO KC within thirty (30) days from the date the subcontract is executed. If, and only if, subcontractor does not possess a current certificate of compliance, contractor shall obtain a copy of the subcontractor's affirmative action program and tender a copy of the same, in print or electronic format, to CREO KC within thirty (30) days from the date the subcontract is executed.

If you have any questions regarding the City's Affirmative Action requirements, please contact CREO KC at (816) 513-1836 or visit the City's website at [www.kcmo.org](http://www.kcmo.org).

12. **Buy American and Missouri Preference Policies** It is the policy of the City that any manufactured goods or commodities used or supplied in the performance of any City contract or any subcontract thereto shall be manufactured or produced in the United States whenever possible. When Bids offer quality, price, conformity with specifications, term of delivery and other conditions imposed in the specifications that are equal, the City shall select the Bid that uses manufactured goods or commodities that are manufactured or produced in the United States. The City shall give preference to all commodities manufactured, produced, or grown within the State of Missouri and to all firms, corporations, or individuals doing business as

Missouri firms, corporations, or individuals, when quality is equal or better and delivered price is the same or less. It is the bidder's responsibility to claim these preferences.

13. **Bid Security Requirements** All Bids submitted must be accompanied by a Bid deposit in the amount of five percent (5%) of the base Bid which shall be in the form of a Bid Bond (on the form provided in these Bidding Documents), Cashier's Check, Letter of Credit, Certificate of Deposit or other instrument approved in advance by the City. Prior to submittal of the Bid, the City Treasurer must approve both the financial institution and text of a Letter of Credit. A Cashier's Check or a Certificate of Deposit shall be payable to the City Treasurer. Bid security shall likewise continue for the same ninety (90) days unless earlier released by the City.
14. **Forfeiture/Mistake in Bid Security** By submitting a Bid, Bidder is agreeing to correct any mistakes on a Bid security submission when requested by the City. If a Bidder fails or refuses to correct such mistake or to execute the Contract when requested by the City, any Bid security given to the City shall immediately become due and payable and forfeited to the City as liquidated damages and the Bidder shall also be subject to debarment and damages.
15. **Contract Information Management System.** Successful Bidder shall be required to use City's Internet web based Contract Information Management System/Project Management Communications Tool provided by City and protocols included in that software during the term of this Contract. Bidder/Proposer shall submit user applications to City's provided Contract Information Management System for all personnel, subcontractors or suppliers as applicable.
16. **MBE/WBE/DBE Program Requirements** City desires that Minority Business Enterprises (MBE) and Women's Business Enterprises (WBE) have a maximum opportunity to participate in the performance of City contracts. The goals for this specific project are six percent (6%) MBE participation and six percent (6%) WBE participation. The City's CREO KC Forms and Instructions are incorporated into this Instruction to Bidders and are part of the BIDDING DOCUMENTS and CONTRACT DOCUMENTS. The MBE/WBE/DBE Directory is available on the City's website at [www.kcmo.org](http://www.kcmo.org). Please call the Civil Rights and Equal Opportunity Department at (816) 513-1836 for assistance.
17. **Waiver of MBE/WBE/DBE Requirements** The City Council may waive any and all MBE/WBE/DBE requirements imposed by any Bid document or the MBE/WBE/DBE Ordinance and award the Contract to the lowest, responsive and responsible Bidder if the City Council determines a waiver is in the best interests of the City.
18. **Pre-Bid Conference** The KC Water Department will hold a pre-Bid conference on August 28, 2025, at 10:30 AM in the Conference Room, located at the Blue River Annex Building; Kansas City, Missouri 64120. Attendance at the pre-Bid conference is encouraged for all Bidders on this Project.
19. **On Site Inspection** The Project Site will be available for inspection by Bidders. Bidders visiting the Project Site shall be responsible for their own safety. Secured facilities shall be available for inspection by appointment from 9AM to 3 PM each day; Monday through Friday

(holidays excepted). Bidders may contact the following individual from the Water Services Department for an appointment.

Contact: Shawn Cross

Phone:(816) 513-0442 /E-mail: [Shawn.Cross@kcmo.org](mailto:Shawn.Cross@kcmo.org)



*For persons with disabilities needing reasonable accommodations please contact Daniel O'Conner at 816-513-1824 or Cowan Byers at 816-513-1802. If you need to use the Relay Missouri Center call 1-800RELAY-MO (1-800-735-2966).*

**GENERAL SERVICES CONTRACT**  
**PROJECT /CONTRACT NO. 81001040 /EV4114**  
**CLASS A BIOSOLIDS HAULING (IDIQ)**  
**WATER SERVICES DEPARTMENT**

THIS CONTRACT is dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and \_\_\_\_\_(Contractor), whereby Contractor shall provide Class A Biosolids Hauling services to the City in accordance with the terms and conditions contained in this contract.

**PART I**  
**SPECIAL TERMS AND CONDITIONS**

**Sec. 1. Work to be Performed.** Contractor shall perform the work and supply the goods, equipment or services specified in **Attachment I**, Scope of Work and any addenda thereto attached hereto and incorporated into this Contract.

**Sec. 2. Term of Contract.**

The work to be performed under this contract shall begin on the date specified in the written Notice to Proceed issued by the Director of Water Services. The work shall be completed within 365 calendar days thereafter. The Director is authorized to extend the term of this contract and time of performance for this contract.

**Sec. 3. Compensation.**

- A. The maximum amount that City shall pay Contractor under this Contract is \$ \_\_\_\_\_.

Contractor shall provide all work at the prices contained in Contractor's Bid Form that is incorporated herein by reference.

- B. Contractor will bill the City, in a form acceptable to the City, on the following basis:

City shall order all services to be provided by Contractor under this Contract by means of a Purchase Order issued by the City's Manage of Procurement Services for which funds have been certified and encumbered by the City's Director of Finance. City shall not have any financial obligations to Contractor under this Contract until the City issues a Purchase Order to the Contractor. Contractor shall not provide any services in excess of the dollar amount contained in the Purchase Order and Contractor shall not be entitled to any payment in excess of the Dollar amount of the Purchase Orders from City.

Contractor shall invoice monthly for actual services performed under this Contract. The amount due shall be determined from the approved unit

Prices for those services completed. City, upon approving the invoice, shall remit payment.

- C. It shall be a condition precedent to payment of any invoice from Contractor that Contractor is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Contract. If damages are sustained by City as a result of breach or default by Contractor, City may withhold payment(s) to Contractor for the purpose of set off until such time as the exact amount of damages due City from Contractor may be determined.
- D. No request for payment will be processed unless the request is in proper form, correctly computed, and is approved as payable under the terms of this Contract.
- E. No request for payment will be processed unless it is accompanied by a copy of the most recent 00485.01 M/WBE Monthly Utilization Report submitted to the City's Civil Right and Equal Opportunity Department.
- F. City is not liable for any obligation incurred by Contractor except as approved under the provisions of this Contract.

**Sec. 4. Notices.** All notices required by this Contract shall be in writing sent to the following:

City of Kansas City, General Services Department  
Manager of Procurement: Delois Moore  
Address: 4800 East 63<sup>rd</sup> Street, Kansas City, MO 64130  
Phone: (816) 513-0358  
E-mail address: delois.moore@kcmo.org

**Contractor:**

Contractor's Legal Name: \_\_\_\_\_  
Contact: \_\_\_\_\_,  
Address: \_\_\_\_\_  
Phone: (\_\_\_\_)\_\_\_\_ - \_\_\_\_\_  
E-mail address: \_\_\_\_\_

All notices are effective a)when delivered in person, b) upon confirmation of receipt when transmitted by facsimile transmission or by electronic mail, c)upon receipt after dispatch by registered or certified mail, postage prepaid, d)on the next business day if transmitted by overnight courier(with confirmation of delivery), or e)three business days after the date of mailing, whichever is earlier.

**Sec. 5. Merger.** This Contract consists of Part I, Special Terms and Conditions and any Attachments and any documents incorporated by reference; and Part II, Standard Terms and Conditions. This Contract, including any Attachments and incorporated documents, constitutes the entire agreement between City and Contractor with respect to this subject matter.

**Sec. 6. Conflict Between Contract Parts.** In the event of any conflict or ambiguity between the Special Contract Terms and Conditions of Part I and the Standard Terms and Conditions of Part II of this Contract, Part I will be controlling.

**Sec. 7. Attachments to Part I.** The following documents are Attachments to Part I of this Contract and are attached hereto and incorporated herein by this reference:

Attachment 1 - Section 445055 Biosolids Handling and Disposal Specification  
Attachment 2 - Contract Bid Form  
00412 Unit Prices Attachment 3 - Bonds  
    00430 Bid Bond  
    00616 Performance Bond  
Attachment 4 - Experience Reference Summary Form  
Attachment 5 - Employee Eligibility Verification Affidavit  
Attachment 6 – Insurance Certificate Form  
Attachment 7 – Department of Natural Resources (Missouri State Operating Permit)  
Attachment 8 – CREO Forms & Instructions  
    CREO KC Form 7 Instruction for Non-Construction Contract  
    00450 CREO KC 08 Contractor Utilization Plan/Request for Waiver  
    00450.01 CREO KC Letter of Intent to Subcontract  
    00460 CREO KC 10 Timetable for MBE/WBE Utilization  
    00470 CREO KC Monthly Reporting Instructions  
    00485.01 MWBE Monthly Utilization Report  
    00485.01.1 MWBE Monthly Reporting Instructions  
    00470 CREO KC 11 Request for Modification or Substitution  
CREO KC 13 Affidavit of Intended Utilization  
    CREO 14 Affirmative Action Program Affidavit  
Attachment 9 - Non Construction Application for Payment  
Attachment 10 - 00630 Revenue Clearance Release Authorization  
Attachment 11 - 00560 MO. Dept of Revenue  
Attachment 12 - 01290.14 Contractor Affidavit for Final Payment  
    01290.15 Subcontractor Affidavit for Final Payment

**Sec. 8. Responsibilities of City.** City shall:

- A. Provide sludge cake at least 25% solids – Class A Biosolids
- B. Provide on-site space for solids processing and handling
- C. Provide on-site scales to weigh loads
- D. Provide City representative to verify truck weights and loadings

**Sec. 9. Minority and Women’s Business Enterprises.** City is committed to ensuring that minority and women’s business enterprises (M/WBE) participate to the maximum extent possible in the performance of City contracts. Contractor agrees to comply with all requirements of City’s M/WBE Program as enacted in City’s Code Sections 3-421 through 3469 and as hereinafter amended. Contractor shall make its best faith efforts in carrying out this policy by implementing

its contractor utilization plan, which is incorporated herein as part of the Bid Form. If Contractor fails to achieve the M/WBE goals stated in its contractor utilization plan, as amended, the City will sustain damages, the exact extent of which would be difficult or impossible to ascertain or estimate at the time of execution of this contract. Therefore, in order to liquidate those damages, the monetary difference between the amount of the M/WBE goals set forth in this contractor utilization plan, as amended, and the amount actually paid to qualified MBEs and WBEs for performing a commercially useful function will be deducted from the Contractor's payments as liquidated damages. In determining the amount actually paid to qualified MBEs and WBEs, no credit will be given for the portion of participation that was not approved by the Director of City's Human Relations Division, unless the Director determines that the Contractor acted in good faith. No deduction for liquidated damages will be made when, for reasons beyond the control of the Contractor, the M/WBE participation stated in the Contractor Utilization Plan, as amended and approved by the Director, is not met.

**Sec. 10. Bonds and Surety.** Contractor shall furnish a **Performance Bond** to City on City furnished forms, executed by a Surety, in the amount of this Contract guaranteeing Contractor's faithful performance of each and every term of this Contract and all authorized changes thereto and guaranteeing the services and work against faulty workmanship and faulty materials for the period of time as prescribed by the Bond. Surety must:

- A. Be approved by City's Finance Department; and
- B. Be qualified to issue bonds at amounts specified in the Department of the Treasury Circular 570; and
- C. Be licensed by the State of Missouri to do business in the State of Missouri; and
- D. Retain an A.M. Best rating of "B+, Class V" for Bonds in excess of \$200,000.

**THIS CONTRACT CONTAINS AN INDEMNIFICATION PROVISION**

Business Entity Type:

- Missouri Corporation
- Foreign Corporation
- Fictitious Name Registration
- Sole Proprietor
- Limited Liability Company
- Partnership
- Joint Venture
- Other (Specify): \_\_\_\_\_

**CONTRACTOR**

I hereby certify that I have authority to execute this document on behalf of Contractor

Contractor: \_\_\_\_\_

By: \_\_\_\_\_

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

Date: \_\_\_\_\_ ( )

(Affix Corporate Seal)

**Effectiveness; Date.** CITY shall order all services to be provided by CONTRACTOR under this Contract by means of a Purchase Order issued by the CITY's Manager of Procurement Services for which funds have been certified and encumbered by the City's Director of Finance. CITY shall not have any financial obligations to CONTRACTOR under this Contract until the CITY issues a Purchase Order to CONTRACTOR. CONTRACTOR shall not provide any services in excess of the dollar amount contained in any Purchase Order and CONTRACTOR shall not be entitled to any payment in excess of the dollar amount of the Purchase Orders from CITY.

**KANSAS CITY, MISSOURI**

By: \_\_\_\_\_

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

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

Approved as to form:

\_\_\_\_\_ Assistant  
City Attorney



**PART II**  
**GENERAL SERVICES CONTRACT**  
**STANDARD TERMS AND CONDITIONS**

**Sec. 1. General Indemnification.**

A. For purposes of this Section 1 only, the following terms shall have the meanings listed:

a. **Claims** means all claims, damages, liability, losses, costs and expenses, court costs and reasonable attorneys' fees, including attorneys' fees incurred by the City in the enforcement of this indemnity obligation.

b. **Contractor's Agents** means Contractor's officers, employees, subcontractors, successors, assigns, invitees, and other agents.

c. **City** means City, its Agencies, its agents, officials, officers and employees.

B. Contractor's obligations under this Section with respect to indemnification for acts or omissions, including negligence, of City, shall be limited to the coverage and limits of insurance that Contractor is required to procure and maintain under this Contract. Contractor affirms that it has had the opportunity to recover all costs of the insurance requirements imposed by this Contract in its contract price.

C. Contractor shall defend, indemnify and hold harmless City from and against all claims arising out of or resulting from all acts or omissions in connection with this Contract caused in whole or in part by Contractor or Contractor's Agents, regardless of whether or not caused in part by any act or omission, including negligence, of City. Contractor is not obligated under this Section to indemnify City for the sole negligence of City.

D. In no event shall the language in this section constitute or be construed as a waiver or limitation of the City's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

**Sec. 2. Insurance.**

A. Contractor shall procure and maintain in effect throughout the term of this Contract insurance policies with coverage not less than the types and amounts specified in this Section. Contractor must have:

1. Commercial General Liability Insurance Policy: with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions:

- a. Severability of Interests Coverage applying to Additional Insureds
- b. Contractual Liability
- c. Per Project Aggregate Liability limit
- d. No Contractual Liability Limitation Endorsement
- e. Additional Insured Endorsement, ISO form CG20 10 and CG20 37, current edition, or their equivalent.

2. Workers' Compensation Insurance: as required by statute, including Employers

Liability with limits of:  
Workers' Compensation Statutory Employers Liability \$100,000 accident with limits of:

- \$500,000 disease-policy limit
- \$100,000 disease-each employee

3. Commercial Automobile Liability Insurance Policy: with a limit of \$1,000,000, covering owned, hired, and non-owned automobiles. The Policy shall provide coverage on an

“any auto” basis and on an “each accident” basis. This insurance policy will be written on a Commercial Automobile Liability form, or acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the Contract, by

Contractor.

**B. The Commercial General Liability**

Insurance specified above shall provide that City and its agencies, agents, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds, including completed operations, for the services performed under this Contract. Contractor shall provide to City at execution of this Contract a certificate of insurance showing all required coverage and additional insureds. The certificates of insurance will contain a provision stating that should any of the policies described in the certificate be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

C. All insurance policies must be provided by Insurance Companies that have an A.M. Best’s rating of “A-V” or better, and are licensed or authorized by the State of Missouri to provide insurance in Missouri.

D. Contractor’s failure to maintain the required insurance coverage will not relieve Contractor of its contractual obligation to indemnify the City pursuant to Section 1. If the coverage afforded is cancelled or changed or its renewal is refused, Contractor shall give at least thirty (30) days prior written notice to City. In the event Contractor fails to maintain the required insurance coverage in effect, City may order Contractor to immediately stop work, and upon ten (10) days notice and an opportunity to cure,

may pursue its remedies for breach of this Contract as provided for herein and by law.

E. In no event shall the language in this Section constitute or be construed as a waiver or limitation of the City’s rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions and by law.

**Sec. 3. Bonds.**

A. If the Scope of Work requires Contractor to furnish a Payment Bond and Performance Bond or Performance and Maintenance Bond (collectively hereinafter the Bonds), Contractor shall furnish such Bonds, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all CONTRACTOR’s obligations under the Contract. These Bonds shall remain in effect at least until one (1) year after the date when final payment of the Contract becomes due.

B. All Bonds shall be in the form prescribed by the City, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A certified copy of such agent's authority to act must accompany all Bonds signed by an agent.

C. The Surety must:

1. Be licensed by the State of Missouri to issue bonds in the State of Missouri; and
2. Retain an A.M. Best rating of “B+, Class V” for Bonds in excess of \$200,000.

D. If the surety on any Bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirement of this Section, Contractor shall within twenty (20) days thereafter substitute another Bond and surety, both of which must be acceptable to City.

**Sec. 4. Independent Contractor.**

Contractor is an independent contractor and is not City's agent. Contractor has no authority to take any action or execute any documents on behalf of City.

**Sec. 5. Term of Contract.**

This Contract shall not be a legally binding document until the latest date that all of the following occur: (1) the Bid Form/Contract is signed by all parties; (2) the Bid Form/Contract is approved as to form by the City Law Department; (3) availability of any City funds is certified by the City's Director of Finance; and (4) if required, the effective date of any ordinance passed by the City Council or resolution passed by the Park Board. This Contract shall end one year later unless a different term of contract is specified in the Scope of Work. The Director is authorized to enter into an amendment to extend the term of this Contract and time of performance for this Contract.

**Sec. 6. Payment.**

It shall be a condition precedent to payment of any invoice from Contractor that Contractor is in compliance with, and not in breach or default of, all provisions of this Contract. If damages are sustained by City as a result of breach or default by Contractor, City may withhold payment(s) to Contractor for the purpose of set off until such time as the exact amount of damages due City from Contractor may be determined. Contractor agrees that the City will not process Contractor's request for payment

unless the City determines Contractor's request for payment is in proper form, correctly computed, and properly payable under the provisions of this Contract. Contractor shall be paid monthly unless a different payment schedule is specified in the Scope of Work.

**Sec. 7. Governing Law.** This Contract shall be construed and governed in accordance with the laws of the State of Missouri without giving effect to Missouri's choice of law provisions. The City and Contractor: (1) submit to the jurisdiction of the state and federal courts located in Jackson County, Missouri; (2) waive any and all objections to jurisdiction and venue; and (3) will not raise forum non conveniens as an objection to the location of any litigation.

**Sec. 8. Compliance with Laws.** Contractor shall comply with all federal, state and local laws, ordinances and regulations applicable to the work and this Contract.

**Sec. 9. City's Right to Terminate for Convenience.**

A. City may, at any time upon ten (10) days notice to Contractor specifying the effective date of termination, terminate this Contract, in whole or in part.

B. If City terminates this Contract, City shall only be liable for payment for services rendered before the effective date of termination. Contractor shall prepare an accounting of the services performed and direct costs incurred by Contractor up to the effective date of termination and shall return to City any remaining sums within thirty (30) days of the effective date of termination. All work or materials prepared or obtained by Contractor pursuant to this Contract shall become City's property.

C. Contractor agrees it has no right to terminate this Contract for convenience.

**Sec. 10. Default and Remedies.**

If Contractor shall be in default or breach of any provision of this Contract, City may terminate this contract, suspend City's performance, withhold payment or invoke any other legal or equitable remedy after giving Contractor seven (7) days written notice and opportunity to cure such default or breach.

If City shall be in default or breach of any provision of this Contract, Contractor may terminate this contract or suspend Contractor's performance after giving City fifteen (15) days written notice and opportunity to cure such default or breach.

**Sec. 11. Waiver or Modification.**

A. Except as specifically provided in this Contract, no provision of this Contract may be waived, modified or amended except in writing signed by City.

B. If the City shall waive any provision of this Contract, it shall not operate as the City's waiver of the Contractor's subsequent breach or noncompliance with the provision. City shall be entitled to invoke any contractual or legal remedy available to City despite any of the City's previous waiver(s) of the Contractor's breach or noncompliance with the Contract provisions.

**Sec. 12. Headings; Construction of Contract.** The headings of each section of this Contract are for reference only. Unless the context of this Contract clearly requires otherwise, all terms and words used herein, regardless of the number and gender in which used, shall be construed to include any other number, singular or plural, or any other gender, masculine, feminine or neuter, the same as if such words had been fully and properly written in that number or gender.

**Sec. 13. Severability of Provisions.**

Except as specifically provided in this Contract, all of the provisions of this Contract shall be severable. If any provision of this Contract is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Contract shall

be valid unless the court finds that the valid provisions of this Contract are so essentially and inseparably connected with and so dependent upon the invalid provision(s) that it cannot be presumed that the parties to this Contract could have included the valid provisions without the invalid provision(s); or unless the court finds that the valid provisions, standing alone, are incapable of being performed in accordance with the intentions of the parties.

**Sec. 14. Records.**

A. For purposes of this section:

1. "City" shall mean the City Auditor, the City's Internal Auditor, the City's Director of Civil Rights and Equal Opportunity Department, the City Manager, the City department administering this Contract and their delegates and agents.

2. "Record" shall mean any document, book, paper, photograph, map, sound recordings or other material, regardless of physical form or characteristics, made or received in connection with this Contract and all Contract amendments and renewals.

B. Contractor shall maintain and retain all Records for a term of five (5) years that shall begin after the expiration or termination of this Contract and all Contract amendments. City shall have a right to examine or audit all Records and Contractor shall provide access to City of all Records upon ten (10) days written notice from the City.

**Sec. 15. Affirmative Action.** If this Contract exceeds \$300,000.00 and Contractor employs fifty (50) or more people, Contractor shall comply with City's Affirmative Action requirements in accordance with the provisions of Chapter 3 of City's Code, the

rules and regulations relating to those sections, and any additions or amendments thereto; in executing any Contract subject to said provisions, Contractor warrants that it has an affirmative action program in place and will maintain the affirmation action program in place for the duration of the Contract. Contractor shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age in a manner prohibited by Chapter 3 of City's Code. Contractor shall:

1. Execute and submit the City of Kansas City, Missouri CREO Affirmative Action Program Affidavit warranting that the Contractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Contract.
2. Submit, in print or electronic format, a copy of Contractor's current certificate of compliance to the City's Civil Rights and Equal Opportunity Department (CREO) prior to receiving the first payment under the Contract, unless a copy has already been submitted to CREO at any point within the previous two calendar years. If, and only if, Contractor does not possess a current certification of compliance, Contractor shall submit, in print or electronic format, a copy of its affirmative action program to CREO prior to receiving the first payment under the Contract, unless a copy has already been submitted to CREO at any point within the previous two calendar years.
3. Require any Subcontractor awarded a subcontract exceeding \$300,000.00 to affirm that Subcontractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the subcontract.
4. Obtain from any Subcontractor awarded a subcontract exceeding \$300,000.00 a copy of the Subcontractor's current certificate of compliance and tender a copy of the same, in print or electronic format, to CREO within thirty (30) days from

the date the subcontract is executed. If, and only if, Subcontractor does not possess a current certificate of compliance, Contractor shall obtain a copy of the Subcontractor's affirmative action program and tender a copy of the same, in print or electronic format, to CREO within thirty (30) days from the date the subcontract is executed.

City has the right to take action as directed by City's Civil Rights and Equal Opportunity Department to enforce this provision. If Contractor fails, refuses or neglects to comply with the provisions of Chapter 3 of City's Code, then such failure shall be deemed a total breach of this Contract and this Contract may be terminated, canceled or suspended, in whole or in part, and Contractor may be declared ineligible for any further contracts funded by City for a period of one (1) year. This is a material term of this Contract.

**Sec. 16. Minority and Women's Business Enterprises.** City is committed to ensuring that minority and women's business enterprises (MBEs/WBEs) participate to the maximum extent possible in City contracts. If this Contract contained DBE or MBE and/or WBE goals, Contractor certifies that it shall implement its Contractor Utilization Plan, which is incorporated herein as part of the Bid Form/Contract. Contractor shall comply with all of the requirements imposed by the City's HRD (CREO) Forms and Instructions for Non-Construction Bids and its Contractor Utilization Plan. Contractor's compliance with this Section is a material part of this Contract.

**Sec. 17. Tax Compliance.** If the Contract Price exceeds \$150,000.00, Contractor shall provide proof of compliance with the City's Business License and Earnings and Profits Tax ordinances (City taxes) from the City's Commissioner of Revenue. Contractor's proof of compliance with City taxes is a precondition to the City making the first payment under this Contract and any contract renewal.

**Sec. 18. City's Buy American and Missouri Preference Policies.** It is the policy of the City that any manufactured goods or commodities used or supplied in the performance of any City contract or any subcontract thereto shall be manufactured or produced in the United States whenever possible. Pursuant to Section 71.140 RSMo., preference shall be given to materials, products, supplies and all other articles produced, manufactured, made or grown within the State of Missouri.

**Sec. 19. Assignability & Subcontracting.**  
(a) Assignability. Contractor shall not assign or transfer any part or all of Contractor's obligation or interest in this Contract without prior written approval of City. If Contractor shall assign or transfer any of its obligations or interests under this Contract without the City's prior written approval, it shall constitute a material breach of this Contract. This provision shall not prohibit contractor from subcontracting as otherwise provided for herein.

(b) Subcontracting. Contractor shall not subcontract any part or all of Contractor's obligations or interests in this Contract unless the subcontractor has been identified in a format required by City. If Contractor shall subcontract any part of Contractor's obligations or interests under this Contract without having identified the subcontractor, it shall constitute a material breach of this Contract. The utilization of subcontractors shall not relieve Contractor of any of its responsibilities under the Contract, and Contractor shall remain responsible to City for the negligent acts, errors, omissions or neglect of any subcontractor and of such subcontractor's officers, agents and employees. City shall have the right to reject, at any point during the term of this Contract, any subcontractor identified by Contractor, and to require that any subcontractor cease working under this Contract. City's right shall be exercisable in its sole and subjective discretion. City shall not be obligated to pay or be liable for payment of any monies which may be due to any subcontractor. Contractor shall include

in any subcontract a requirement that the subcontractor comply with all requirements of this Contract in performing Contractor's services hereunder.

**Sec. 20. Conflicts of Interest.** Contractor certifies that no officer or employee of City has, or will have, a direct or indirect financial or personal interest in this Contract, and that no officer or employee of City, or member of such officer's or employee's immediate family, either has negotiated, or has or will have an arrangement, concerning employment to perform services on behalf of Contractor in this Contract.

**Sec. 21. Rules of Contract Construction.** City and Contractor agree that this Contract shall be construed without regard to any presumption or other rule requiring construction of the Contract against the party causing the contract to be drafted.

**Sec. 22. Reports.** Contractor shall provide City detailed reports of actual Contract usage by contract category each quarter and annually at no cost to the City.

**Sec. 23. Notices.** All notices required by this Contract shall be in writing sent by facsimile, regular U.S. mail, postage prepaid or commercial overnight courier to the person and address listed on the Bid Form/Contract if to the Contractor and to the City person and address listed on the Acceptance of Bid portion of the Bid Form/Contract. All notices are effective on the date facsimiled, mailed or deposited with courier.

**Sec. 24. Extension of Contract Term.** City shall have a unilateral right to extend the term of this Contract beyond the expiration of the initial contract term and all contract renewal terms until the City has executed a new contract.

**Section 25. Employee Eligibility**

**Verification.**

If this contract exceeds five thousand dollars(\$5,000.00), Contractor shall execute and submit an affidavit, in a form prescribed by City, affirming that Contractor does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. § 1324a(h)(3). Contractor shall attach to the affidavit documentation sufficient to establish Contractor's enrollment and participation in an electronic verification of work program operated by the United States Department of Homeland Security(E-Verify) or an equivalent federal work authorization program authorized by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986.

Contractor may obtain additional information about E-Verify and enroll at

[www.dhs.gov/xprevprot/program/gc\\_1185221678150shtm](http://www.dhs.gov/xprevprot/program/gc_1185221678150shtm) .

For those Contractors enrolled in E-Verify, the first and last pages of the E-Verify Memorandum of

Understanding that Contractor will obtain upon successfully enrolling ion the program shall constitute sufficient documentation for purposes of complying with this Section. Contractor shall submit the affidavit and attachments to City prior to execution of the Contract, or at any point during the term of the Contract if requested by City.

**Sec. 26. Quality Services Assurance Act.**

If this Contract exceeds \$160,000.00, Contractor certifies Contractor will pay all employees who will work on this Contract in the city limits of Kansas City, Missouri at least \$13.75 per hour in compliance with the CITY's Quality Services Assurance Act, Section 3-66, Code of Ordinances or City has granted Contractor an exemption.

**Sec. 27. Anti-Discrimination Against**

**Israel.** If this Contract exceeds \$100,000.00 and Contractor employs at least ten employees, pursuant to Section 34.600,

RSMo., by executing this Contract, Contractor certifies it is not currently engaged in and shall not, for the duration of this contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

**ATTACHMENT 1**  
**SCOPE OF SERVICES**



## SECTION 445055

### Biosolids Handling and Disposal

#### PART 1 GENERAL

##### 1.01 1.01 SUMMARY

- A. The Project is at the Blue River Primary Waste Water Treatment Plant (WWTP), located at 7300 Hawthorne Road in Kansas City, Missouri and the Birmingham Land Application Site (BLAS) located at 10801 NE 28<sup>th</sup> Street in Kansas City, Missouri and is adjacent to the Birmingham WWTP.
- B. The City of Kansas City Water Services Department (City) is in the process of upgrading its Blue River WWTP to include a thermal hydrolysis process (THP), which will enable the Blue River WWTP to produce Class A Biosolids and increase biogas production.
- C. Initially Class B biosolids will be produced, and then Class A biosolids will be produced at the Blue River WWTP. Biosolids will be dewatered using centrifuges post-THP, with concentrated cake being conveyed to truck loadout stations.
- D. The City will utilize land application as the primary disposal mechanism for biosolids. The City currently does not have an alternative plan for Class A biosolids; however, through the duration of this Project, one may be developed.
  - 1. Initially, the City will utilize land application as the primary disposal mechanism for biosolids.
  - 2. The City endeavors to create beneficial use opportunities for Class A Biosolids in a future contract which will redirect biosolids from land application.
- E. The City may request the lime stabilization of unstabilized sludge as part of this contract due to planned or unexpected equipment outages.
- F. Additional sludge generated at the Birmingham WWTP and other WWTP's operated by the City will also be treated as part of this Project.
- G. The Work to be performed by the Contractor under this section covers complete responsibility for receiving biosolids (sludge), lime stabilization (if needed), transportation, storage, and off-site land application of Class A and B Biosolids.
- H. The City does not anticipate any permanent facilities being put in place to facilitate this work.

##### 1.02 RELATED SECTIONS:

- 1. None.

##### 1.03 STANDARDS

- A. National Electric Code.
- B. National Fire Protection Association Standards.

#### 1.04 REGULATIONS AND CODES:

- A. The Work shall comply with all Federal, State, and Local codes.
- B. The Work shall comply with all Regulations including but not limited to those below.
  - 1. State of Missouri Department of Natural Resources Standard Conditions Part III for NPDES Permits issued by the Missouri Department of Natural Resources (MDNR), issued August 1, 2019; any Special Conditions as may be included in the Blue River Wastewater Treatment Plant NPDES permit MO-0024911 issued September 1, 2022; Birmingham Wastewater Treatment Plant NPDES Permit MO0049531 issued September 1, 2022; and other applicable rules and regulations limiting or otherwise regulating the processing and land application of Class A and B Biosolids.
- C. 40 CFR Part 503 – Standards for the Use of Disposal of Sewage Sludge.
- D. 10 CSR 20-8.170 – Solids Handling and Disposal.

#### 1.05 SYSTEM DESCRIPTION

- A. Contractor shall be responsible for transporting Class A Biosolids
- B. Contractor shall be responsible for transportation, storage, and disposal/reuse of biosolids off City property. Contractor shall obtain all permits, approvals, and/or contractual agreements required for this Work and shall provide all labor, equipment, tools, and materials, and services necessary to meet all the requirements of the Contract Documents, as needed, unless otherwise specified herein.
- C. Contractor may be requested to mobilize lime stabilization from the pre-THP centrifuges on to the Blue River Waste Water Treatment Plant site to handle unstabilized sludge.

#### 1.06 PERFORMANCE REQUIREMENTS

- A. An estimated 131 wet tons per day of Class A and B Biosolids at 25% or greater solids will be generated.
- B. Contractor's equipment shall be capable transporting, storing, and disposing/land applying Class A and B Biosolids at a rate to complete treatment of the 47,815 wet tons per year of Class A and B Biosolids per year throughout the duration of the contracted time frame.
- C. Contractor shall NOT store biosolids on pavement at City Facilities.
- D. Contractor shall be required to move their trucks within 15 minutes when full or as directed by Wastewater Treatment Division (WWTD) Staff.
- E. Contractor shall not apply or stockpile biosolids within any City limits.
- F. The Work shall be performed in accordance with all applicable ordinances, laws, and regulations propagated by local, state, and federal governments.

- G. It is the Contractor's responsibility to determine which federal, state, and local codes/ordinances, federal, state, and local laws, and federal, state, and local regulations are applicable to ensure compliance, including but not limited to Federal 40 CFR Part 503 and 10 CSR 20-8.170 regulations.

## 1.07 SUBMITTALS

- A. Contractor shall submit an Operations Plan (Section 1.07 B.), daily records, EPA and MDNR reports, daily logs, pictures and videos, as requested by WWTP Staff and other City Staff. Daily logs shall be provided Monthly. Pictures and Videos shall be provided promptly electronically.
- B. Contractor shall submit an Operations Plan at least 30 days before the planned start of the Work. City's review of the Operations Plan does not relieve the Contractor of full responsibility for meeting all requirements of the Specification or for liability for claims, damages, or problems from the Contractor's Work.
- The Operations Plan shall include the following:
    - i Table of Contents.
    - ii Location of the Project.
    - iii NPDES Permit Number MO-0024911 for Blue River WWTP and MO0049531 for Birmingham WWTP.
    - iv Contact information for all parties involved in biosolids handling.
    - v Location of biosolids stabilization and land application area(s). Contractor shall not apply or stockpile biosolids within any City limits.
    - vi Biosolids transportation plan, including a list of all equipment to be used and travel routes with lists of bridge crossing and their weight limits.
    - vii Biosolids land application plan, including a list of all equipment to be used.
    - viii List of all laws and regulations applicable to the work to be performed, Staff job titles to be utilized on the project, along with their roles and responsibilities.
    - ix Preventive and reactive measures to be taken for potential problems such as odors, spillage, dust control, mud control, noise, etc.
    - x Biosolids sampling and analysis plan, including but not limited to collection methods, analyses to be performed, and the location of sampling.
    - xi Plan for soil sampling, including but not limited to collection methods, map of sampling locations, and analyses to be performed.
    - xii Laboratory contact information and qualifications/certifications for performing the required analyses, including EPA certification.
    - xiii Describe how land application rates will be monitored and calculated.
    - xiv Record forms to be used and a list of reports to be generated by Contractor.
- C. Contractor shall be responsible for all analysis, record keeping, and report writing to verify that biosolids disposal practices are in conformance with applicable regulations. Contractor shall develop a daily log form to document the daily work. The forms and recordkeeping methods must be reviewed by WWTD Operations, Industrial Waste and

- approved by KC Water Engineering prior to commencement of Work. Copies of all such records shall be furnished to City for each period invoiced.
- D. Contractor shall submit copies of all permits, licenses, and communication with other governmental entities. Other correspondence may be requested by the City (WWTd Operations).
  - E. Contractor shall provide forms for land application and compliance with 40 CFR Part 503 to certify that the work was performed in compliance with Part 503 regulations.
  - F. Contractor shall provide the City with a sampling schedule, and any updates, to allow observation of the sampling and requests for split samples.
  - G. Contractor shall be required to submit biosolids sampling reports. Reports shall include, but not be limited to, name of individual sample, location, number of samples, method of sampling, chain of custody, date of sample, and results of the lab analysis. Sampling Reports shall be submitted within 7 days of land application.
  - H. Contractor shall submit all soils sampling reports. Reports shall include but not be limited to name of individual sampling, location, number of samples, method of sampling, chain of custody, date of sample, and results of lab analysis.
  - I. Each Week all photos and videos generated by the Contractor shall be submitted electronically to the WWTd Manager or his/her designee.
  - J. Contractor shall certify by letter that the equipment to be used for hauling, land applying or otherwise handling biosolids has not been previously used with hazardous wastes. Alternatively, Contractor may send a letter stating the equipment has been used in hauling hazardous water, but the equipment has been decontaminated such that it will not cross-contaminate City's biosolids and render them as a hazardous waste.
  - K. Contractor shall supply all required information for state and federal Annual Sludge (biosolids) Reports monthly no later than the 10<sup>th</sup> of the month for the preceding month. Contractor shall provide prompt assistance in writing portions of the report relevant to their activities. Documentation of training shall be submitted to Owner within 10 days of training.
  - L. Contractor shall provide a Spill Prevention, Control and Countermeasures (SPCC) Plan including any required notifications of regulatory agencies. Employee training on the SPCC procedures shall be conducted and documented prior to hauling biosolids and provided to any new employees prior to their starting work on the project.
  - M. Quarterly, the Contractor shall provide maps of the parcels where biosolids are applied including loading rates and color coding based on limiting chemical specie(s) biosolids application rates.
  - N. Contractor shall provide electronic photos of the areas where they will be constructing facilities or utility extensions before beginning Work.
  - O. Contractor shall provide record drawings of their facilities after their completion.

## 1.08 UTILITIES

- A. Contractor may connect to existing utilities that have excess capacity, throughout the facility. Contractor to verify with City which utilities will be utilized for the Work and their availability to support the Work.
  - 1. Water hydrants with potable water are available surrounding the lagoons. Contractor can access this water to support this Project; however, all water must be metered and have a backflow preventer. City water used will be metered and subtracted from gallons treated for the purposes of this Project.
- B. Contractor shall include meters for electricity. It is responsibility of the Contractor to verify the location of the utilities.

#### 1.09 QUALIFICATIONS:

- A. The work shall be performed by a qualified company who shall have at least five (5) years of experience with dewatering, transportation, and land application of Class A and B Biosolids with at least two (2) projects within the last five (5) years where more than 100 wet tons per day have been processed.

### PART 2 PRODUCTS

#### 2.01 MANUFACTURERS

#### 2.02 MATERIALS

#### 2.03 MANUFACTURED UNITS

#### 2.04 EQUIPMENT

- A. Contractor shall furnish, operate and maintain all equipment required to complete the Work. City-owned equipment will not be used in the event of Contractor-supplied equipment failure.

### PART 3 EXECUTION

#### 3.01 GENERAL

- A. Contractor shall take daily photos of their work areas on the Blue River WWTP and stockpiling sites.
- B. Contractor shall comply with all applicable laws and regulations relating to the safety of persons and property, to the protection of persons and property, and to damage, injuries, or loss. Contractor shall implement and maintain all necessary safeguards for such safety and protection.
- C. Contractor shall provide all labor, equipment, materials, and other supplies necessary to safely and effectively accomplish all services required under this agreement. All

services provided shall be performed in compliance with all applicable Federal State regulations.

- D. No biosolids may be land applied with the Limits of any City.
- E. Contractor will be responsible for transportation, and off-site land application of an estimated 47,815 Wet Tons of Biosolids annually, and additional biosolids generated during the execution of this Project at the rate indicated by WWTD. F. If biosolids are not stockpiled, additional dewatering is not required.
- G. Trash and grit will be screened out of biosolids to the extent practical by the Contractor.

### 3.02 COORDINATION

- A. Contractor will notify City (WWTD Staff) 48 hours before the start of on-site operations and 24 hours prior to the end of on-site operations.
- B. Contractors shall have the capacity to provide services seven (7) days per week, twenty-four (24) hours per day.
- C. All materials shall be disposed of as directed by the Water Services Department, in writing. Materials disposed of without written permission from the Water Services Department, will be at the Contractor's risk.
- D. Owner will countersign the wet tons handled on each ticket and the time. Each Ticket will have a copy that will be provided to the Owner.
- E. Tickets shall be generated from the City's scale in the solids load out building. Contractor may request scale verification and calibration every 3 months if desired.

### 3.03 BIOSOLIDS TRANSPORTATION

- A. Contractor shall be responsible for determining the methods of transporting the biosolids to the land application site(s) and/or staging site(s) while ensuring compliance with transportation codes, ordinances, laws, and regulations. This includes coordination with city governments and relevant county governments to determine appropriate haul routes and obtain approval for selected routes.
- B. CONTRACTOR shall eliminate odor and odor emissions, whenever practical, that migrate from the biosolids transport, storage and application.
- C. Vehicles used for transportation of biosolids must be watertight and have necessary covers to prevent accidental biosolids spillage. Contractor shall have a City (WWTD Manager) approved spill prevention and contingency plan prior to hauling any biosolids. A paper copy of this plan shall be kept in each vehicle used for transporting biosolids.

### 3.04 BIOSOLIDS LAND APPLICATION

- A. Contractor shall be responsible for compliance with all federal, state, and location regulations and shall obtain any required permits and approval from regulatory agencies. Contractor shall be responsible for providing all labor, equipment tools, materials, and services necessary for land application. Contractor alone shall be liable for any improper biosolids applications to BLAS (or other City-approved application sites) or other improper biosolids management activities.

- B. Contractor shall provide calculations and documentation to the satisfaction of the City that all arrangements have been properly made prior to commencement of operations. Documentation shall include, where applicable, but not limited to, copies of permits obtained from authorities, crops to be grown, applications rates, and chemical species used to determine the application rates.
- C. Contractor shall be responsible for completing the appropriate forms for each land application site. Contractor shall submit forms to City prior to any application of biosolids.
- D. In accordance with federal and state regulations, runoff of biosolids from land application shall not be permitted, including storm water runoff. Contractor shall be responsible for using any necessary means to prevent runoff of biosolids to downstream land, ponds, or waterways. The methods of prevention shall be determined by Contractor and methods shall be provided to the Owner.
- E. Contractor shall cooperate with City in any planning or monitoring activities that are deemed necessary by City or Contractor to ensure proper disposal/reuse of the biosolids and compliance with the 40 CFR 503 regulations and other regulations.

### 3.05 SITE INSPECTIONS:

- A. City may inspect Contractor's sites at any time and WWTD operations will be provided keys and other equipment necessary to access the Contractor's sites.

### 3.06 TESTING

- A. City shall provide daily total solids analysis of dewatered cake and all total solids tests performed on the dewatered biosolids to Contractor, if applicable.
- B. Contractor shall be responsible for all sampling required for reports to EPA and MDNR or by the City. This includes, but is not limited to, daily total solids analysis of the dewatered biosolids/cake, collecting samples of biosolids removed and hauled from the WWTP, and collecting soil samples for land application requirements. All sampling must be done in accordance with applicable federal and state regulations for biosolids disposal/reuse methods utilized.
- C. City reserves the right to review and approve biosolids sample collection and handling methods.
- D. Contractor shall utilize an independent laboratory that is qualified to perform the analyses requested. Contractor may utilize the KC Water laboratory at standard rates when the lab has available capacity. For all tests, the laboratory must be certified by EPA.

### 3.07 EQUIPMENT

- A. Contractor shall possess and adequately maintain a large enough and reliable fleet of disposal vehicles to properly complete this Project.

- B. Contractor shall furnish, operate and maintain all equipment required to complete the Work. City-owned equipment will not be used in the event of Contractor-supplied equipment failure.
- C. At the end of the Contract, Contractor shall demolish all equipment and facilities located on City Property and return the site to the CITY.

### 3.08 PROTECTION

- A. Contractor shall be responsible for protecting all stored materials and equipment for the duration of the Contract.



**ATTACHMENT 2**

**CONTRACT BID FORM & UNIT PRICES**



# GENERAL SERVICES CONTRACT BID FORM

**Project/Contract No.:** 81001040 / **Contract No.:** EV4114

**Contract Title:** Class A Biosolids Hauling (IDIQ)

**Bidder:** \_\_\_\_\_

1. The undersigned Bidder, having examined the Bidding Documents, related documents and the Site of the Work, and being familiar with all the conditions affecting the provision of services of the proposed Specification/Scope of Work, including Laws and Regulations and the availability of labor, materials and equipment, agrees, if this Bid is selected by City, to enter into a contract with City using the contract provided in the bid package to furnish all labor, materials, equipment and services necessary for the proper completion of the Work in accordance with the contract documents, at the price(s) stated below, which stated sum(s) include(s) all fees and other costs applicable thereto.

2. The Bid Price(s) shall be shown in both words and figures.

TOTAL BASE BID PRICE IN NUMERIC FIGURES \$ \_\_\_\_\_

TOTAL BASE BID PRICE IN WORDS \_\_\_\_\_

\_\_\_\_\_

3. This Bid Form incorporates **00412 Unit Prices** which must be completed and returned with this Bid Form.

4. The undersigned Bidder has given City written notice of all conflicts, errors or discrepancies that it has discovered in the bidding and contract documents and the written resolution thereof by the City is acceptable to Bidder.

5. The undersigned Bidder agrees that this Bid shall remain subject to selection by City, and may not be withdrawn for ninety (90) days after the day Bids are opened.

6. The undersigned Bidder certifies that this Bid contains no modifications, deviations, riders or qualifications.

7. The undersigned Bidder acknowledges receipt of the following addenda listed by number and date appearing on each addendum:

Addendum No.	Dated	Addendum No.	Dated	Addendum No.	Dated
( )	( )	( )	( )	( )	( )
( )	( )	( )	( )	( )	( )
( )	( )	( )	( )	( )	( )



good faith efforts towards meeting the goals as set forth in the CREO Forms and Instructions and the City's MBE/WBE Ordinance.

*(If required, submit Bid security with Bid.)*

Business Entity Type:

- Missouri Corporation
- Foreign Corporation
- Fictitious Name Registration
- Sole Proprietor
- Limited Liability Company
- Partnership
- Joint Venture
- Other: \_\_\_\_\_

(Specify)

Legal name and address of Bidder:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone No. \_\_\_\_\_

Facsimile No: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Federal Identification Number \_\_\_\_\_

I hereby certify that I have authority to execute this document on behalf of Bidder, person, firm, partnership, corporation or association submitting Bid.

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

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

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

(Attach corporate seal if applicable)



# **ATTACHMENT 3**

## **BONDS**



## BID BOND

Project/Contract Numbers: 81001040/EV4114

Project Title: Class A Biosolids Hauling (IDIQ)

Bond Number \_\_\_\_\_

**KNOW ALL MEN BY THESE PRESENTS:** That \_\_\_\_\_ of \_\_\_\_\_, as Principal, and \_\_\_\_\_ as Surety, hereby bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents unto KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation, as Obligee, in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), lawful money of the United States.

**WHEREAS**, Principal is herewith submitting its Bid to enter into a contract with Kansas City for the above referenced project,

**NOW, THEREFORE** the condition of this obligation is such that if the Principal is awarded the contract the Principal will, within the time required, enter into a contract and give a good and sufficient surety bonds to secure the performance of the terms and conditions of the contract and for the prompt payment of all labor and material furnished in the prosecution thereof as required by the contract documents, then this obligation shall be void; otherwise the Principal and Surety will immediately pay unto the Obligee the full amount of this bond as liquidated damages for failure to fulfill the conditions of this obligation, but in no event shall the Surety's liability exceed the penal sum hereof.

Signed, sealed and delivered this \_\_\_\_\_ day of \_\_\_\_\_.

### BIDDER AND PRINCIPAL

Name, address and facsimile number of Bidder and Principal

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I hereby certify that I have authority to execute this document on behalf of Bidder and Principal.

By: \_\_\_\_\_

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

(Attach corporate seal if applicable)

**SURETY**

Name, address and facsimile number of Surety:

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I hereby certify that (1) I have authority to execute this document on behalf of Surety; (2) Surety has an A.M. Best rating of A- or better; (3) Surety is named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (most current revision) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury; and (4) Surety is duly licensed to issue bonds in the State of Missouri and in the jurisdiction in which the Project is located.

By: \_\_\_\_\_

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

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

(Attach seal and Power of Attorney)



CITY OF FOUNTAINS  
HEART OF THE NATION



KANSAS CITY  
MISSOURI

## PERFORMANCE BOND

Project/Contract Numbers: 81001040 /EV4114

Project Title: Class A Biosolids Hauling (IDIQ) Contract

KNOW ALL MEN BY THESE PRESENTS: That \_\_\_\_\_, as PRINCIPAL (CONTRACTOR), and \_\_\_\_\_, (SURETY), licensed to do business as such in the State of Missouri, hereby bind themselves and their respective heirs, executors, administrators, successors, and assigns unto Kansas City, Missouri, a constitutionally chartered municipal corporation, (OWNER), as obligee, in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for the payment whereof CONTRACTOR and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

CONTRACTOR has entered into a Contract with OWNER for 81001040/EV4114 - Class A Biosolids Hauling (IDIQ) Contract, which Contract, including any present or future amendment thereto, is incorporated herein by reference and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly and faithfully perform said Contract including all duly authorized changes thereto, according to all the terms thereof, including those under which CONTRACTOR agrees to pay legally required wage rates including the prevailing hourly rate of wages in the locality, as determined by the Department of Labor and Industrial Relations or by final judicial determination, for each craft or type of workman required to execute the Contract and, further, shall defend, indemnify, and hold harmless OWNER from all damages, including but not limited to liquidated damages, loss and expense occasioned by any failure whatsoever of said CONTRACTOR and SURETY to fully comply with and carry out each and every requirement of the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect.

WAIVER. That SURETY, for value received, hereby expressly agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder, shall in any way affect the obligations of this Bond; and it does hereby waive notice of any such change, extension of time, or alteration or addition to the terms of the Contract or the Work to be performed thereunder.

IN WITNESS WHEREOF, the above parties have executed this instrument the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**CONTRACTOR**

Name, address and facsimile number of Contractor

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I hereby certify that I have authority to execute this document on behalf of Contractor.

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

(Attach corporate seal if applicable)

00616 Performance Bond 050113

1 of 2

Contract Central

**SURETY**

Name, address and facsimile number of Surety:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I hereby certify that (1) I have authority to execute this document on behalf of Surety; (2) Surety has an A.M. Best rating of A- or better; (3) Surety is named in the current list of "Companies Holding Certificates of Authority as Acceptable Reinsuring Companies: as published in Circular 570 (most current revision) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury; and (4) Surety is duly licensed to issue bonds in the State of Missouri and in the jurisdiction in which the Project is located.

\_\_\_\_\_  
\_\_\_\_\_  
By: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

(Attach seal and Power of Attorney)

**ATTACHMENT 3**  
**EXPERIENCE REFERENCE SUMMARY FORM**



## EXPERIENCE AND REFERENCE SUMMARY

Project/Contract Numbers: 81001040 /EV4114

Project Title: Class A Biosolids Hauling (IDIQ) Contract

<b>Firm's Legal Name</b>	
<b>Mailing Address</b>	
<b>Contact – Name &amp; Email</b>	
<b>Contact – Phone &amp; Fax</b>	

NO.	PROJECT & LOCATION	OWNER NAME & ADDRESS CONTACT & PHONE NUMBER	PROJECT DURATION & DATE COMPLETED	\$ VALUE
1.				
2.				
3.				
4.				

5.				
6.				
7.				
8.				
9.				

**ATTACHMENT 5**

**EMPLOYEE ELIGIBILITY VERIFICATION AFFIDAVIT & MOU**

**EMPLOYEE ELIGIBILITY VERIFICATION AFFIDAVIT**

(Required for any contract with the City of Kansas City, Missouri in excess of \$5,000.00)

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared \_\_\_\_\_, personally known by me or otherwise proven to be the person whose name is subscribed on this affidavit and who, being duly sworn, stated as follows:

I am of sound mind, capable of making this affidavit, and personally swear or affirm that the statements made herein are truthful to the best of my knowledge. I am the \_\_\_\_\_ (title) of \_\_\_\_\_ (business entity) and I am duly authorized, directed or empowered to act with full authority on behalf of the business entity in making this affidavit.

I hereby swear or affirm that the business entity does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. § 1324a(h)(3). I hereby additionally swear or affirm that the business entity is enrolled in an electronic verification of work program operated by the United States Department of Homeland Security (EVerify) or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986, and that the business entity will participate in said program with respect to any person hired by the business entity to perform any work in connection with the contracted services. I have attached hereto documentation sufficient to establish the business entity’s enrollment and participation in the required electronic verification of work program.

I am aware and recognize that unless certain contractual requirements are satisfied and affidavits obtained as provided in Section 285.530, RSMo, the business entity may face liability for violations committed by its subcontractors, notwithstanding the fact that the business entity may itself be compliant.

I acknowledge that I am signing this affidavit as the free act and deed of the business entity and that I am not doing so under duress.

\_\_\_\_\_  
Affiant's signature

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission expires:



Company ID Number:

**THE E-VERIFY  
MEMORANDUM OF UNDERSTANDING  
FOR EMPLOYERS**

**ARTICLE I  
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and the \_\_\_\_\_ (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II  
RESPONSIBILITIES**

**A. RESPONSIBILITIES OF THE EMPLOYER**

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
  - a. Notice of E-Verify Participation
  - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

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4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
  - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
  - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
  - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
  - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant

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is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.
10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.
11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.
12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.
13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment

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eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-4644218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).
15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.
16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at [E-Verify@dhs.gov](mailto:E-Verify@dhs.gov). Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.
17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.
18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

Company ID Number:

reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.
20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.
21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.
22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

## **B. RESPONSIBILITIES OF FEDERAL CONTRACTORS**

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.
2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.
  - a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.



Company ID Number:

- b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
- c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
- d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.
- e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:
  - i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
  - ii. The employee's work authorization has not expired, and
  - iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).
- f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:
  - i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
  - ii. The employee's basis for work authorization as attested in Section 1 has expired or changed,
  - or
  - iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

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g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

### **C. RESPONSIBILITIES OF SSA**

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

### **D. RESPONSIBILITIES OF DHS**

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

- a. Automated verification checks on alien employees by electronic means, and
- b. Photo verification checks (when available) on employees.

2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

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3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

### **ARTICLE III**

#### **REFERRAL OF INDIVIDUALS TO SSA AND DHS**

##### **A. REFERRAL TO SSA**

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.



Company ID Number:

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

## **B. REFERRAL TO DHS**

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

Company ID Number:

employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
  - a. Scanning and uploading the document, or
  - b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

## **ARTICLE IV SERVICE PROVISIONS**

### **A. NO SERVICE FEES**

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

## **ARTICLE V MODIFICATION AND TERMINATION**

### **A. MODIFICATION**

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

Company ID Number:

## **B. TERMINATION**

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

## **ARTICLE VI PARTIES**

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with

Company ID Number:

Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

**To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.**

Company ID Number:

Approved by:

**Employer**

Name (Please Type or Print)

Title

Signature

Date

**Department of Homeland Security – Verification Division**

Name (Please Type or Print)

Title

Signature

Date

Company ID Number:

**Information Required for the E-Verify Program****Information relating to your Company:**

Company Name	
Company Facility Address	
Company Alternate Address	
County or Parish	
Employer Identification Number North American Industry Classification Systems Code	
Parent Company	
Number of Employees	
Number of Sites Verified for	

**Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:**



Company ID Number:












Company ID Number:










Company ID Number:





**ATTACHMENT 6**  
**INSURANCE CERTIFICATE**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AGENT NAME AND ADDRESS	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED CONTRACTOR NAME AND ADDRESS	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : ABC INSURANCE COMPANY	
	INSURER B :	
	INSURER C :	
	INSURER D :	
INSURER E :		
INSURER F :		
NAIC #		

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y	Y	POLICY NUMBER	1/1/2011	Current	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	Y	Y	POLICY NUMBER	1/1/2011	Current	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$ 10,000 <input type="checkbox"/> OCCUR CLAIMS-MADE	Y	Y	POLICY NUMBER	1/1/2011	Current	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	Y	POLICY NUMBER	1/1/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rented/Equip. Owned Equipment Builders Risk/Installation Floater	N/A	Y	POLICY NUMBER	1/1/2011	Current	Limit; Deductible Limit; Deductible Limit; Deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Project No. \_\_\_\_\_ [Title]. Certholder (City) and \_\_\_\_\_ (Design Professional) and any other entities named in 00800 SCs are named as primary, noncontributing Additional Insureds including products and completed operations, excluding workers compensation, employers liability and professional liability. Waiver of subrogation applies as allowed by law. [The policies required above shall contain no exclusions for work expressly within the subcontractors scope of work.]

**CERTIFICATE HOLDER****CANCELLATION**

City of Kansas City, Missouri _____ [Department] _____ [Address] Kansas City, MO _____ [Zip]	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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**ATTACHMENT 7**

**DEPARTMENT OF NATURAL RESOURCES MISSOURI OPERATING  
PERMIT**

STATE OF MISSOURI  
**DEPARTMENT OF NATURAL RESOURCES**

MISSOURI CLEAN WATER COMMISSION



**MISSOURI STATE OPERATING PERMIT**

In compliance with the Missouri Clean Water Law (Chapter 644 RSMo, hereinafter, the Law), and the Federal Water Pollution Control Act (Public Law 92-500, 92<sup>nd</sup> Congress) as amended,

Permit No.: MO-0049531

Owner: City of Kansas City  
Address: 4800 East 63<sup>rd</sup> Street, Kansas City, MO 64130

Continuing Authority: Same as above  
Address: Same as above

Facility Name: KC Birmingham WWTP  
Facility Address: 10801 NE 28<sup>th</sup> Street, Kansas City, MO 64161

Legal Description: See Page 2  
UTM Coordinates: See Page 2

Receiving Stream: See Page 2  
First Classified Stream and ID: See Page 2  
USGS Basin & Sub-watershed No.: See Page 2

is authorized to discharge from the facility described herein, in accordance with the effluent limitations and monitoring requirements as set forth herein:

**FACILITY DESCRIPTION**


See Page 2

This permit authorizes only wastewater and stormwater discharges under the Missouri Clean Water Law and the National Pollutant Discharge Elimination System; it does not apply to other regulated areas.

October 1, 2021  
Effective Date

  
Edward B. Galbraith, Director, Division of Environmental Quality

September 30, 2026  
Expiration Date

  
Chris Wieberg, Director, Water Protection Program

**FACILITY DESCRIPTION (continued):**

**Outfall #001** – POTW

The use or operation of this facility shall be by or under the supervision of a Certified “A” Operator.

2 screening baskets / 2 aerated grit chambers / 2 primary clarifiers / 3 activated sludge basins / 2 final clarifiers / chlorination / dechlorination / effluent pump station / sludge is pumped to the KC Blue River WWTP (#MO-0024911) for digestion / some or all anaerobically digested biosolids from all KC WWTPs are pumped back to the KC Birmingham WWTP property and are stored in 5 biosolids earthen storage basins / biosolids are land applied

Design population equivalent is 100,000.

Design flow is 20 million gallons per day.

Actual flow is 11.6 million gallons per day.

Actual sludge production for KC Birmingham WWTP is 5,916 dry tons/year.

Actual biosolids managed at the KC Birmingham Land Application Site is 7,206 dry tons/year.

Design sludge production for KC Birmingham WWTP is 8,920 dry tons/year.

Legal Description:	Sec. 24, T50N, R32W, Clay County
UTM Coordinates:	X=374843, Y=4332051
Receiving Stream:	Missouri River (P)
First Classified Stream and ID:	Missouri River (P) (356) 303(d) List
USGS Basin & Sub-watershed No.:	(10300101-0305)

**Permitted Feature INF** – Influent Monitoring Location – Headworks

Legal Description:	Sec. 13, T50N, R32W, Clay County
UTM Coordinates:	X=374891, Y=4333620

EFFLUENT PARAMETER(S)	UNITS	FINAL EFFLUENT LIMITATIONS			MONITORING REQUIREMENTS	
		DAILY MAXIMUM	WEEKLY AVERAGE	MONTHLY AVERAGE	MEASUREMENT FREQUENCY	SAMPLE TYPE
<b>Limit Set: M</b>						
Flow	MGD	*		*	once/weekday***	24 hr. total
Biochemical Oxygen Demand <sub>5</sub>	mg/L		45	30	once/weekday***	composite**
Total Suspended Solids	mg/L		45	30	once/weekday***	composite**
<i>E. coli</i> (Note 1, Page 4)	#/100mL		1,030	206	once/week	grab
Ammonia as N	mg/L	*		*	once/week	composite**
Oil & Grease	mg/L	*		*	once/month	grab
Total Residual Chlorine (Note 2, Page 4)	µg/L	209		< 130	once/week	grab
Total Phosphorus	mg/L	*		*	once/month	composite**
Total Kjeldahl Nitrogen	mg/L	*		*	once/month	composite**
Nitrite + Nitrate	mg/L	*		*	once/month	composite**
EFFLUENT PARAMETER(S)	UNITS	MINIMUM		MAXIMUM	MEASUREMENT FREQUENCY	SAMPLE TYPE
pH – Units****	SU	6.0		9.0	once/weekday***	grab
EFFLUENT PARAMETER(S)			UNITS	MONTHLY AVERAGE MINIMUM	MEASUREMENT FREQUENCY	SAMPLE TYPE
Biochemical Oxygen Demand <sub>5</sub> – Percent Removal (Note 3, Page 4)			%	85	once/month	calculated
Total Suspended Solids – Percent Removal (Note 3, Page 4)			%	85	once/month	calculated
MONITORING REPORTS SHALL BE SUBMITTED <b>MONTHLY</b> ; THE FIRST REPORT IS DUE <b>NOVEMBER 28, 2021</b> . THERE SHALL BE NO DISCHARGE OF FLOATING SOLIDS OR VISIBLE FOAM IN OTHER THAN TRACE AMOUNTS.						

\* Monitoring requirement only.

\*\* A 24-hour composite sample is composed of 48 aliquots (subsamples) collected at 30 minute intervals by an automatic sampling device.

\*\*\* Once each weekday means: Monday, Tuesday, Wednesday, Thursday & Friday, except for the nine Federal legal holidays (New Years, Martin Luther King Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving, and Christmas)

\*\*\*\* pH is measured in pH units and is not to be averaged.



PERMITTED FEATURE <u>INF</u>	TABLE B-1. INFLUENT MONITORING REQUIREMENTS						
	The monitoring requirements in <b>Table B-1</b> shall become effective on <b>October 1, 2021</b> and remain in effect until expiration of the permit. The influent wastewater shall be monitored by the permittee as specified below:						
	PARAMETER(S)	UNITS	MONITORING REQUIREMENTS				SAMPLE TYPE
DAILY MAXIMUM			WEEKLY AVERAGE	MONTHLY AVERAGE	MEASUREMENT FREQUENCY		
<b>Limit Set: IM</b>							
Biochemical Oxygen Demand <sub>5</sub> ( <b>Note 3</b> )	mg/L			*	once/month	composite**	
Total Suspended Solids ( <b>Note 3</b> )	mg/L			*	once/week	composite**	
Ammonia as N	mg/L	*		*	once/month	composite**	
Total Phosphorus	mg/L	*		*	once/month	composite**	
Total Kjeldahl Nitrogen	mg/L	*		*	once/month	composite**	
Nitrite + Nitrate	mg/L	*		*	once/month	composite**	
MONITORING REPORTS SHALL BE SUBMITTED <b>MONTHLY</b> ; THE FIRST REPORT IS DUE <b>NOVEMBER 28, 2021</b> .							

\* Monitoring requirement only.

\*\* A 24-hour composite sample is composed of 48 aliquots (subsamples) collected at 30 minute intervals by an automatic sampling device.

**Note 1** – Effluent limitations and monitoring requirements for *E. coli* are applicable only during the recreational season from April 1 through October 31. The Monthly Average Limit for *E. coli* is expressed as a geometric mean. The Weekly Average for *E. coli* will be expressed as a geometric mean if more than one (1) sample is collected during a calendar week (Sunday through Saturday).

**Note 2** – This permit contains a Total Residual Chlorine (TRC) limit.

- (a) The Water Quality Based Effluent Limit for Total Residual Chlorine was calculated to be **209 µg/L** (daily maximum limit) and **91 µg/L** (monthly average limit). The monthly average limit is below the minimum quantification level (ML) of the most common and practical EPA approved CLTRC methods. The Department has determined the current acceptable ML for total residual chlorine to be 130 µg/L when using the DPD Colorimetric Method #4500 – CL G. from Standard Methods for the Examination of Waters and Wastewater. The permittee will conduct analyses in accordance with this method, or equivalent, and report actual analytical values. The minimum quantification level does not authorize the discharge of chlorine in excess of the effluent limits stated in the permit. Measured values greater than or equal to the minimum quantification level of 130 µg/L will be considered violations of the permit and values less than the minimum quantification level of 130 µg/L will be considered to be in compliance with the permit limitation.
- (b) Disinfection is required during the recreational season from April 1 through October 31. Do not chlorinate during the non-recreational months and an actual analysis for TRC is not necessary.
- (c) Do not chemically de-chlorinate **if it is not needed to meet the limits in your permit.**
- (d) If no chlorine was used in a given sampling period, an actual analysis for TRC is not necessary. Simply report as “AG – Conditional Monitoring Not Required This Period” for TRC in the eDMR system.

**Note 3** – Influent sampling for BOD<sub>5</sub> and TSS is not required when the facility does not discharge effluent during the reporting period. Samples are to be collected prior to any treatment process. Calculate Percent Removal by using the following formula: [(Average Influent – Average Effluent) / Average Influent] x 100% = Percent Removal. Influent and effluent samples are to be taken during the same month. The Average Influent and Average Effluent values are to be calculated by adding the respective values together and dividing by the number of samples taken during the month. Influent samples are to be collected as a 24-hour composite sample, composed of 48 aliquots (subsamples) collected at 30 minute intervals by an automatic sampling device.

### **C. STANDARD CONDITIONS**

In addition to specified conditions stated herein, this permit is subject to the attached Parts I, II, & III standard conditions dated August 1, 2014, May 1, 2013, and August 1, 2019, and hereby incorporated as though fully set forth herein.

- The biosolids earthen storage basins provide temporary storage for stabilized biosolids prior to land application. Biosolids are generally stored in the basins for less than two years before being land applied. However, weather, hydrologic conditions, or other operational constraints could prevent the application or removal of all biosolids within that timeline. As per Standard Conditions Part III, Section F. 2., an alternate schedule for sludge removal from the basins is approved. The following is the approved alternate schedule: In order to maintain the biosolids earthen storage basins as storage facilities, accumulated biosolids must be land applied or removed routinely, but not less than once every five years, provided that adequate storage capacity is maintained in the basins.

### **D. SPECIAL CONDITIONS**

1. Electronic Discharge Monitoring Report (eDMR) Submission System. Per 40 CFR Part 127 National Pollutant Discharge Elimination System (NPDES) Electronic Reporting Rule, reporting of effluent monitoring data and any report required by the permit (unless specifically directed otherwise by the permit) shall be submitted by the permittee via an electronic system to ensure timely, complete, accurate, and nationally consistent set of data about the NPDES program.
  - (a) eDMR Registration Requirements. The permittee must register with the Department's eDMR system through the Missouri Gateway for Environmental Management (MoGEM) before the first report is due. Registration and other information regarding MoGEM can be found at <https://dnr.mo.gov/data-e-services/missouri-gateway-environmental-management-mogem>. Information about the eDMR system can be found at <https://dnr.mo.gov/water/business-industry-other-entities/reporting/electronic-discharge-monitoring-reporting-system-edmr>. The first user shall register as an Organization Official and the association to the facility must be approved by the Department. Regarding Standard Conditions Part I, Section B, #7, the eDMR system is currently the only Department approved reporting method for this permit unless a waiver is granted by the Department. See paragraph (c) below.
  - (b) Electronic Submissions. To access the eDMR system, use the following link in your web browser: <https://apps5.mo.gov/mogems/welcome.action>. If you experience difficulties with using the eDMR system you may contact [edmr@dnr.mo.gov](mailto:edmr@dnr.mo.gov) or call 855-789-3889 or 573-526-2082 for assistance.
  - (c) Waivers from Electronic Reporting. The permittee must electronically submit compliance monitoring data and reports unless a waiver is granted by the Department in compliance with 40 CFR Part 127. Only permittees with an approved waiver request may submit monitoring data and reports on paper to the Department for the period that the approved electronic reporting waiver is effective. The permittee may obtain an electronic reporting waiver by first submitting an eDMR Waiver Request Form: <https://dnr.mo.gov/document-search/electronic-discharge-monitoring-report-waiver-request-form-mo-780-2692>. The Department will either approve or deny this electronic reporting waiver request within 120 calendar days.
2. The full implementation of this operating permit, which includes implementation of any applicable schedules of compliance, shall constitute compliance with all applicable federal and state statutes and regulations in accordance with §644.051.16, RSMo, and the Clean Water Act (CWA) section 402(k); however, this permit may be reopened and modified, or alternatively revoked and reissued:
  - (a) To comply with any applicable effluent standard or limitation issued or approved under Sections 301(b)(2)(C) and (D), 304(b)(2), and 307(a)(2) of the CWA, if the effluent standard or limitation so issued or approved:
    - (1) contains different conditions or is otherwise more stringent than any effluent limitation in the permit; or
    - (2) controls any pollutant not limited in the permit.
  - (b) To incorporate an approved pretreatment program or modification thereto pursuant to 40 CFR 403.8(c) or 40 CFR 403.18(e), respectively.
3. All outfalls must be clearly marked in the field.
4. Report as no-discharge when a discharge does not occur during the report period.

**D. SPECIAL CONDITIONS (continued)**

5. Reporting of Non-Detects:
  - (a) An analysis conducted by the permittee or their contracted laboratory shall be conducted in such a way that the precision and accuracy of the analyzed result can be enumerated.
  - (b) The permittee shall not report a sample result as “Non-Detect” without also reporting the detection limit of the test. Reporting as “Non Detect” without also including the detection limit will be considered failure to report, which is a violation of this permit.
  - (c) The permittee shall provide the “Non-Detect” sample result using the less than sign and the minimum detection limit (e.g. <10).
  - (d) Where the permit contains a Minimum Level (ML) and the permittee is granted authority in the permit to report zero in lieu of the < ML for a specified parameter (conventional, priority pollutants, metals, etc.), then zero (0) is to be reported for that parameter.
  - (e) See Standard Conditions Part I, Section A, #4 regarding proper detection limits used for sample analysis.
  - (f) When a parameter is not detected above ML, the permittee must report the data qualifier signifying less than ML for that parameter (e.g., < 50 µg/L, if the ML for the parameter is 50 µg/L). For reporting an average based on a mix of values detected and not detected, assign a value of “0” for all non-detects for that reporting period and report the average of all the results.
6. It is a violation of the Missouri Clean Water Law to fail to pay fees associated with this permit (644.055 RSMo).
7. The permittee shall comply with any applicable requirements listed in 10 CSR 20-9, unless the facility has received written notification that the Department has approved a modification to the requirements. The monitoring frequencies contained in this permit shall not be construed by the permittee as a modification of the monitoring frequencies listed in 10 CSR 20-9. To request a modification of the operational control testing requirements listed in 10 CSR 20-9, the permittee shall submit a permit modification application and fee to the Department requesting a deviation from the operational control monitoring requirements. Upon approval of the request, the Department will modify the permit.
  - (a) The facility is approved for the following modified monitoring frequency:
    - (1) Total Residual Chlorine analyses of the effluent shall be performed weekly during the recreational season per Note 2 on Page 4, in accordance with the measurement frequency outlined in Table A-1 on Page 3.
8. The permittee has developed a comprehensive program for maintenance and repair of the collection system. The permittee’s program is consistent with the US EPA’s Guide for Evaluating Capacity, Management, Operation, And Maintenance Plan Performance Criteria (CMOM) Programs at Sanitary Sewer Collection Systems (Document number EPA 305-B-05-002). The permittee shall continue to implement the CMOM Program in accordance with the federal consent decree entered in the matter of the *United States v. The City of Kansas City, Missouri, 4:10-cv-0497*, including any amendment thereto. The permittee shall continue to submit an Annual Report to the Department on the same date it submits the report to the EPA.
9. Bypasses are not authorized at this facility unless they meet the criteria in 40 CFR 122.41(m). If a bypass occurs, the permittee shall report in accordance to 40 CFR 122.41(m)(3), and with Standard Condition Part I, Section B, subsection 2. Bypasses are to be reported to the Kansas City Regional Office during normal business hours or by using the online Sanitary Sewer Overflow/Facility Bypass Application located at: <https://dnr.mo.gov/data-e-services/missouri-gateway-environmental-management-mogem> or the Environmental Emergency Response spill-line at 573-634-2436 outside of normal business hours. Once an electronic reporting system compliant with 40 CFR Part 127, the National Pollutant Discharge Elimination System (NPDES) Electronic Reporting Rule, is available all bypasses must be reported electronically via the new system. Blending, which is the practice of combining a partially-treated wastewater process stream with a fully-treated wastewater process stream prior to discharge, is not considered a form of bypass. If the permittee wishes to utilize blending, the permittee shall file an application to modify this permit to facilitate the inclusion of appropriate monitoring conditions.
10. The facility must be sufficiently secured to restrict entry by children, livestock and unauthorized persons as well as to protect the facility from vandalism.
11. An Operation and Maintenance (O & M) manual shall be maintained by the permittee and made available to the operator. The O & M manual shall include key operating procedures and a brief summary of the operation of the facility.
12. An all-weather access road to the treatment facility shall be maintained.
13. The outfall sewer shall be protected and maintained against the effects of floodwater, ice, or other hazards as to reasonably insure its structural stability, freedom from stoppage, and that a sample of the effluent can be obtained at a point after the final treatment process and before the discharge mixes with the receiving waters.

**D. SPECIAL CONDITIONS (continued)**

14. The permittee shall perform a minimum of four whole effluent toxicity tests in the four and one-half year period prior to the next permit renewal application. The four tests shall consist of two chronic toxicity tests and two acute toxicity tests in accordance with Special Conditions #15 and #16.
15. Acute Whole Effluent Toxicity (WET) tests shall be conducted as follows:
- (a) Freshwater Species and Test Methods: Species and short-term test methods for estimating the acute toxicity of NPDES effluents are found in the most recent edition of *Methods for Measuring the Acute Toxicity of Effluents and Receiving Waters to Freshwater and Marine Organisms* (EPA/821/R-02/012; Table IA, 40 CFR Part 136). The permittee shall concurrently conduct 48-hour, static, non-renewal toxicity tests with the following species:
    - i. The fathead minnow, *Pimephales promelas* (Acute Toxicity EPA Test Method 2000.0).
    - ii. The daphnid, *Ceriodaphnia dubia* (Acute Toxicity EPA Test Method 2002.0).
  - (b) Chemical and physical analysis of the upstream control sample and effluent sample shall occur immediately upon being received by the laboratory, prior to any manipulation of the effluent sample beyond preservation methods consistent with federal guidelines for WET testing that are required to stabilize the sample during shipping. Where upstream receiving water is not available or known to be toxic, other approved control water may be used.
  - (c) Test conditions must meet all test acceptability criteria required by the EPA Method used in the analysis.
  - (d) The laboratory shall not chemically dechlorinate the sample.
  - (e) The Allowable Effluent Concentration (AEC) is 9%; the dilution series is: 36%, 18%, 9%, 4.5%, and 2.25%.
  - (f) All chemical and physical analysis of the effluent sample performed in conjunction with the WET test shall be performed at the 100% effluent concentration.
  - (g) The facility must submit a full laboratory report for all toxicity testing. The report must include a quantification of acute toxic units ( $TU_a = 100/LC_{50}$ ) reported according to the test methods manual chapter on report preparation and test review. The Lethal Concentration 50 Percent ( $LC_{50}$ ) is the effluent concentration that would cause death in 50 percent of the test organisms at a specific time.
16. Chronic Whole Effluent Toxicity (WET) tests shall be conducted as follows:
- (a) Freshwater Species and Test Methods: Species and short-term test methods for estimating the chronic toxicity of NPDES effluents are found in the most recent edition of *Short-term Methods for Estimating the Chronic Toxicity of Effluents and Receiving Waters to Freshwater Organisms* (EPA/821/R-02/013; Table IA, 40 CFR Part 136). The permittee shall concurrently conduct 7-day, static renewal toxicity tests with the following species:
    - o The fathead minnow, *Pimephales promelas* (Survival and Growth Test Method 1000.0).
    - o The daphnid, *Ceriodaphnia dubia* (Survival and Reproduction Test Method 1002.0).
  - (b) Chemical and physical analysis of the upstream control sample and effluent sample shall occur immediately upon being received by the laboratory, prior to any manipulation of the effluent sample beyond preservation methods consistent with federal guidelines for WET testing that are required to stabilize the sample during shipping. Where upstream receiving water is not available or known to be toxic, other approved control water may be used.
  - (c) Test conditions must meet all test acceptability criteria required by the EPA Method used in the analysis.
  - (d) The laboratory shall not chemically dechlorinate the sample.
  - (e) The Allowable Effluent Concentration (AEC) is 1%, the dilution series is: 4%, 2%, 1%, 0.50%, and 0.25%.
  - (f) All chemical and physical analysis of the effluent sample performed in conjunction with the WET test shall be performed at the 100% effluent concentration.
  - (g) The facility must submit a full laboratory report for all toxicity testing. The report must include a quantification of chronic toxic units ( $TU_c = 100/IC_{25}$ ) reported according to the *Methods for Measuring the Chronic Toxicity of Effluents and Receiving Waters to Freshwater and Marine Organisms* chapter on report preparation and test review. The 25 percent Inhibition Effect Concentration ( $IC_{25}$ ) is the toxic or effluent concentration that would cause 25 percent reduction in mean young per female or in growth for the test populations.
17. Expanded Effluent Testing  
Permittee must sample and analyze for the pollutants listed in Form B2 – Application for Operating Permit for Facilities That Receive Primarily Domestic Waste And Have A Design Flow More Than 100,000 Gallons Per Day (MO-780-1805 dated 02-19), Part D – Expanded Effluent Testing Data, #18. The permittee shall provide this data with the permit renewal application. A minimum of three samples taken within four and one-half years prior to the date of the permit application must be provided. Samples must be representative of the seasonal variation in the discharge from each outfall. Approved and sufficiently sensitive testing methods listed in 40 CFR 136.3 must be utilized. A method is “sufficiently sensitive” when; 1) The method minimum level is at or below the level of the applicable water quality criterion for the measured pollutant or pollutant parameter; or 2) the method minimum level is above the applicable water quality criterion, but the amount of the pollutant or pollutant parameter in a facility's discharge is high enough that the method detects and quantifies the level of the pollutant or pollutant parameter in the discharge; or 3) the method has the lowest minimum level of the analytical methods approved under 40 CFR part 136. These methods are also required for parameters listed as monitoring only, as the data collected may be used to determine if numeric limitations need to be established.

**D. SPECIAL CONDITIONS (continued)**

18. Stormwater Pollution Prevention Plan (SWPPP): A SWPPP must be implemented upon permit issuance. Through implementation of the SWPPP, the permittee shall minimize the release of pollutants in stormwater from the facility to the waters of the state. The SWPPP shall be developed in consultation with the concepts and methods described in the following document: Developing Your Stormwater Pollution Prevention Plan, A Guide for Industrial Operators, (Document number EPA 833-B-09-002) published by the United States Environmental Protection Agency (USEPA) in June 2015.
- (a) The SWPPP must identify any stormwater outfall from the facility and Best Management Practices (BMPs) used to prevent or reduce the discharge of contaminants in stormwater. The stormwater outfalls shall either be marked in the field or clearly marked on a map and maintained with the SWPPP.
  - (b) The SWPPP must include a schedule and procedures for a once per month routine site inspection.
    - (1) The monthly routine inspection shall be documented in a brief written report, which shall include:
      - i. The person(s) conducting the inspection.
      - ii. The inspection date and time.
      - iii. Weather information for the day of the inspection.
      - iv. Precipitation information for the entire period since the last inspection.
      - v. Description of the discharges observed, including visual quality of the discharges (sheen, turbid, etc.).
      - vi. Condition of BMPs
      - vii. If BMPs were replaced or repaired.
      - viii. Observations and evaluations of BMP effectiveness.
    - (2) Any deficiency observed during the routine inspection must be corrected within seven (7) days and the actions taken to correct the deficiencies shall be included with the written report.
    - (3) The routine inspection reports must be kept onsite with the SWPPP and maintained for a period of five (5) years.
    - (4) The routine inspection reports shall be made available to Department personnel upon request.
  - (c) The SWPPP must include a schedule and procedures for a once per year comprehensive site inspection.
    - (1) The annual comprehensive inspection shall be documented in a written report, which shall include:
      - i. The person(s) conducting the inspection.
      - ii. The inspection date and time.
      - iii. Findings from the areas of your facility that were examined;
      - iv. All observations relating to the implementation of your control measures including:
        - 1. Previously unidentified discharges from the site,
        - 2. Previously unidentified pollutants in existing discharges,
        - 3. Evidence of, or the potential for, pollutants entering the drainage system;
        - 4. Evidence of pollutants discharging to receiving waters at all facility outfall(s), and the condition of and around the outfall, and
        - 5. Additional control measures needed to address any conditions requiring corrective action identified during the inspection.
      - v. Any required revisions to the SWPPP resulting from the inspection;
      - vi. Any incidence of noncompliance observed or a certification stating that the facility is in compliance with Special Condition D.18.
    - (2) Any deficiency observed during the comprehensive inspection must be corrected within seven (7) days and the actions taken to correct the deficiencies shall be included with the written report.
    - (3) The comprehensive inspection reports must be kept onsite with the SWPPP and maintained for a period of five (5) years.
    - (4) The comprehensive inspection reports shall be made available to Department personnel upon request.
  - (d) The SWPPP must be kept on-site and should not be sent to the Department unless specifically requested.
  - (e) The SWPPP must be reviewed and updated at a minimum once per permit cycle, as site conditions or control measures change.
19. The permittee shall select, install, use, operate, and maintain the Best Management Practices prescribed in the SWPPP.
- (a) Permittee shall adhere to the following minimum Best Management Practices (BMPs):
    - (1) Minimize the exposure of industrial material storage areas, loading and unloading areas, dumpsters and other disposal areas, maintenance activities, and fueling operations to rain, snow, snowmelt, and runoff, by locating industrial materials and activities inside or protecting them with storm resistant coverings, if warranted and practicable.
    - (2) Provide good housekeeping practices on the site to prevent potential pollution sources from coming into contact with stormwater and provide collection facilities and arrange for proper disposal of waste products, including sludge.
    - (3) Implement a maintenance program to ensure that the structural control measures and industrial equipment is kept in good operating condition and to prevent or minimize leaks and other releases of pollutants.
    - (4) Prevent or minimize the spillage or leaks of fluids, oil, grease, fuel, etc. from equipment and vehicle maintenance, equipment and vehicle cleaning, or activities.

**D. SPECIAL CONDITIONS (continued)**

- (5) Provide sediment and erosion control sufficient to prevent or control sediment loss off of the property. This could include the use of straw bales, silt fences, or sediment basins, if needed.
  - (6) Provide stormwater runoff controls to divert, infiltrate, reuse, contain, or otherwise minimize pollutants in the stormwater discharge.
  - (7) Enclose or cover storage piles of salt or piles containing salt, used for deicing or other commercial or industrial purposes.
  - (8) Provide training to all employees who; work in areas where industrial materials or activities are exposed to stormwater, are responsible for stormwater inspections, are members of the Pollution Prevention Team. Training must cover the specific control measures and monitoring, inspection, planning, reporting and documentation requirements of this permit. Training is recommended annually for any applicable staff and whenever a new employee is hired who meets the description above.
  - (9) Eliminate and prevent unauthorized non-stormwater discharges at the facility.
  - (10) Minimize generation of dust and off-site tracking of raw, final, or waste materials by implementing appropriate control measures.
20. **Pretreatment:** The permittee shall implement and enforce its approved pretreatment program in accordance with the requirements of 10 CSR 20-6.100. The approved pretreatment program is hereby incorporated by reference.
- (a) The permittee shall submit to the Department via the Electronic Discharge Monitoring Report (eDMR) Submission System on or before March 31<sup>st</sup> of each year a report briefly describing its pretreatment activities during the previous calendar year. The requirements for the annual report are contained in the KC Blue River WWTP's Missouri State Operating Permit #MO-0024911.
  - (b) The permittee is currently working to complete a technical local limit evaluation. The requirements and timelines are contained in the KC Blue River WWTP's Missouri State Operating Permit #MO-0024911.
  - (c) Please contact the Department's pretreatment coordinator for further guidance. Should revision of local limits be deemed necessary, it is recommended that revisions follow the US Environmental Protection Agency's guidance document *Local Limits Development Guidance*. EPA833-R04-002A. July 2004.
21. The permittee shall update their pretreatment program to incorporate the requirements of 10 CSR 20-6.100, effective October 30, 2012, which adopted the 2005 "Streamlining" revisions to the federal pretreatment rule, 40 CFR 403. This update to city code will include at the minimum the "required streamlining" 40 CFR 403 rule updates.
22. **Sewer Extension Authority Supervised Program**
- The Department approved the Sewer Extension Authority Supervised Program for the City of Kansas City to regulate and approve construction of sanitary sewers and pump stations, which are tributary to this wastewater treatment facility on December 19, 2019. The City of Kansas City shall act as the continuing authority for the operation, maintenance, and modernization of the constructed collection system. This approval may be modified or revoked by the Department if the wastewater collection, transportation, or treatment facilities reach their design capacity, if the treatment facility falls into chronic noncompliance with the permit, or if the permittee fails to follow the terms and conditions of the submitted and approved program.
- This permit may be reopened and modified or alternatively revoked and reissued to incorporate new or modified conditions to the Sewer Extension Authority Supervised Program, if information indicates changes are necessary to assure compliance with Missouri's Clean Water Law and associated regulations. When any of the above mentioned conditions occur, the permittee will be notified prior to any modifications of this permit condition. Plans and specifications for all projects which include a proposed sanitary sewer overflow must be submitted to the Department to provide record information for location and size of the sanitary sewer overflow.
- An annual report on the Sewer Extension Authority Supervised Program is required under the conditions of the KC Blue River WWTP's Missouri State Operating Permit #MO-0024911. Please see **Appendix – Sewer Extension Authority Supervised Program Reauthorization Letter** for applicable conditions.
- The Department's Water Protection Program's Engineering Section will reevaluate the City's Sewer Extension Authority Supervised Program for reauthorization when they file an application for permit renewal to determine if it is current, complete, and meets the requirements of 10 CSR 20-8 Minimum Design Standards. Once the Sewer Extension Authority Supervised Program is reauthorized or denied, this condition will be updated accordingly.
23. The biosolids earthen storage basins shall be operated and maintained to ensure their structural integrity, which includes maintaining adequate freeboard and keeping the berms free of deep-rooted vegetation, animal dens, or other potential sources of damage.
24. The facility shall ensure that adequate provisions are provided to prevent or minimize surface water intrusion into the biosolids earthen storage basins and to divert stormwater runoff around the biosolids earthen storage basins and protect embankments from erosion.

**E. NOTICE OF RIGHT TO APPEAL**

If you were adversely affected by this decision, you may be entitled to pursue an appeal before the administrative hearing commission (AHC) pursuant to Sections 621.250 and 644.051.6 RSMo. To appeal, you must file a petition with the AHC within thirty days after the date this decision was mailed or the date it was delivered, whichever date was earlier. If any such petition is sent by registered mail or certified mail, it will be deemed filed on the date it is mailed; if it is sent by any method other than registered mail or certified mail, it will be deemed filed on the date it is received by the AHC. Any appeal should be directed to:

Administrative Hearing Commission  
U.S. Post Office Building, Third Floor  
131 West High Street, P.O. Box 1557  
Jefferson City, MO 65102-1557  
Phone: 573-751-2422  
Fax: 573-751-5018  
Website: <https://ahc.mo.gov>

**MISSOURI DEPARTMENT OF NATURAL RESOURCES  
FACT SHEET  
FOR THE PURPOSE OF RENEWAL  
OF  
MO-0049531  
KC BIRMINGHAM WWTP**

The Federal Water Pollution Control Act ("Clean Water Act" Section 402 Public Law 92-500 as amended) established the National Pollutant Discharge Elimination System (NPDES) permit program. This program regulates the discharge of pollutants from point sources into the waters of the United States, and the release of stormwater from certain point sources. All such discharges are unlawful without a permit (Section 301 of the "Clean Water Act"). After a permit is obtained, a discharge not in compliance with all permit terms and conditions is unlawful. Missouri State Operating Permits (MSOPs) are issued by the Director of the Missouri Department of Natural Resources (Department) under an approved program, operating in accordance with federal and state laws (Federal "Clean Water Act" and "Missouri Clean Water Law" Section 644 as amended). MSOPs are issued for a period of five (5) years unless otherwise specified.

As per [40 CFR Part 124.8(a)] and [10 CSR 20-6.020(1)(A)2.], a Factsheet shall be prepared to give pertinent information regarding the applicable regulations, rationale for the development of effluent limitations and conditions, and the public participation process for the Missouri State Operating Permit (operating permit) listed below.

A Factsheet is not an enforceable part of an operating permit.

**Part I – Facility Information**

Application Date: 03/08/2016  
Expiration Date: 08/31/2016

Facility Type and Description: POTW - 2 screening baskets / 2 aerated grit chambers / 2 primary clarifiers / 3 activated sludge basins / 2 final clarifiers / chlorination / dechlorination / effluent pump station / sludge is pumped to the KC Blue River WWTP (#MO-0024911) for digestion / some or all anaerobically digested biosolids from all KC WWTPs are pumped back to the KC Birmingham WWTP property and are stored in 5 biosolids earthen storage basins / biosolids are land applied

**OUTFALL(S) TABLE:**

OUTFALL	DESIGN FLOW (CFS)	TREATMENT LEVEL	EFFLUENT TYPE
#001	31	Secondary	Domestic

Comments:

Changes in this permit for Outfall #001 include the addition of Total Phosphorus, Total Kjeldahl Nitrogen, and Nitrate + Nitrite monitoring, the revision of pH limits, revision of TRC limits, the removal of Chlordane and Total Toxic Organics, and the removal of Oil & Grease limits and change to monitoring only. Changes in this permit for Permitted Feature INF include the addition of Total Phosphorus, Ammonia, Total Kjeldahl Nitrogen, and Nitrate + Nitrite. See Part II of the Fact Sheet for further information regarding the addition, revision, and removal of influent and effluent parameters. Special conditions were updated to include the addition of inflow and infiltration reporting requirements, reporting of Non-detects, bypass reporting requirements, pretreatment requirements, and the Electronic Discharge Monitoring Report (eDMR) Submission System.

**Part II – Effluent Limitations and Monitoring Requirements**

**OUTFALL #001 – MAIN FACILITY OUTFALL**

Effluent limitations derived and established in the below Effluent Limitations Table are based on current operations of the facility. Future permit action due to facility modification may contain new operating permit terms and conditions that supersede the terms and conditions, including effluent limitations, of this operating permit.



**OUTFALL #001 - RECEIVING STREAM INFORMATION**

**RECEIVING STREAM(S) TABLE:**

WATER-BODY NAME	CLASS	WBID	DESIGNATED USES*	12-DIGIT HUC	DISTANCE TO CLASSIFIED SEGMENT (MI)
Missouri River	P	356	AQL, WBC-B, SCR, HHP, IRR, LWW, DWS, IND	10300101-0305	0

\*As per 10 CSR 20-7.031 Missouri Water Quality Standards, the Department defines the Clean Water Commission's water quality objectives in terms of "water uses to be maintained and the criteria to protect those uses." The receiving stream and 1<sup>st</sup> classified receiving stream's beneficial water uses to be maintained are in the receiving stream table in accordance with [10 CSR 20-7.031(1)(C)].

Uses found in the receiving streams table, above:

10 CSR 20-7.031(1)(C)1.:

**AQL** = Protection of aquatic life (Current narrative use(s) are defined to ensure the protection and propagation of fish shellfish and wildlife, which is further subcategorized as: **WWH** = Warm Water Habitat; **CDF** = Cold-water fishery (Current narrative use is cold-water habitat.); **CLF** = Cool-water fishery (Current narrative use is cool-water habitat); **EAH** = Ephemeral Aquatic Habitat; **MAH** = Modified Aquatic Habitat; **LAH** = Limited Aquatic Habitat. This permit uses AQL effluent limitations in 10 CSR 20-7.031 Table A for all habitat designations unless otherwise specified.)

10 CSR 20-7.031(1)(C)2.: Recreation in and on the water

**WBC** = Whole Body Contact recreation where the entire body is capable of being submerged;  
**WBC-A** = Whole body contact recreation that supports swimming uses and has public access;  
**WBC-B** = Whole body contact recreation that supports swimming;  
**SCR** = Secondary Contact Recreation (like fishing, wading, and boating).

10 CSR 20-7.031(1)(C)3. to 7.:

**HHP** (formerly HHF) = Human Health Protection as it relates to the consumption of fish;  
**IRR** = Irrigation for use on crops utilized for human or livestock consumption;  
**LWW** = Livestock and wildlife watering (Current narrative use is defined as LWP = Livestock and Wildlife Protection);  
**DWS** = Drinking Water Supply;  
**IND** = Industrial water supply

10 CSR 20-7.031(1)(C)8-11.: Wetlands (10 CSR 20-7.031 Table A currently does not have corresponding habitat use criteria for these defined uses)

**WSA** = Storm- and flood-water storage and attenuation; **WHP** = Habitat for resident and migratory wildlife species;  
**WRC** = Recreational, cultural, educational, scientific, and natural aesthetic values and uses; **WHC** = Hydrologic cycle maintenance.

10 CSR 20-7.031(6): **GRW** = Groundwater

**RECEIVING STREAM(S) LOW-FLOW VALUES:**

RECEIVING STREAM	LOW-FLOW VALUES (CFS)*		
	1Q10	7Q10	30Q10
Missouri River (P)	18,002.9	19,042.7	20,362.1

\* Data from USGS Gauge Station 06893000 located on the Missouri River at Kansas City, Missouri.

**MIXING CONSIDERATIONS TABLE:**

MIXING ZONE (CFS) [10 CSR 20-7.031(5)(A)4.B.(II)(a)]			ZONE OF INITIAL DILUTION (CFS) [10 CSR 20-7.031(5)(A)4.B.(II)(b)]		
1Q10	7Q10	30Q10	1Q10	7Q10	30Q10
4,500.725	4,760.675	5,090.525	310	310	310

Receiving Water Body's Water Quality

Section 303(d) of the federal Clean Water Act requires that each state identify waters that are not meeting water quality standards and for which adequate water pollution controls have not been required. Water quality standards protect such beneficial uses of water as whole body contact (such as swimming), maintaining fish and other aquatic life, and providing drinking water for people, livestock and wildlife. The 303(d) list helps state and federal agencies keep track of waters that are impaired but not addressed by normal water pollution control programs.

A TMDL is a calculation of the maximum amount of a given pollutant that a body of water can absorb before its water quality is affected. If a water body is determined to be impaired as listed on the 303(d) list, then a watershed management plan will be developed that shall include the TMDL calculation

- ✓ This facility discharges to a 303(d) listed stream. The Missouri River is listed on the 2018 Missouri 303(d) List for *E. coli*.
  - It is unknown at this time if the facility is a source of the above listed pollutant or considered to contribute to the impairment of the Missouri River. Once a TMDL is developed, the permit may be modified to include WLAs from the TMDL.
- ✓ This facility discharges to a stream with an EPA approved TMDL. The TMDL for the Missouri River was approved by the EPA on November 3, 2006. The pollutants of concern were Chlordane and Polychlorinated Biphenyls. The TMDL discusses that there are no Missouri facilities which discharge either directly to the Missouri River, or a tributary to, that have a potential to discharge detectable amounts of PCBs or chlordane. Therefore, the KC Birmingham WWTP is not considered a source of the pollutants of concern.

**CHANGES TO EFFLUENT LIMITATIONS TABLE:**

PARAMETER	Unit	Basis for Limits	Daily Maximum	Weekly Average	Monthly Average	Previous Permit Limit	Sampling Frequency	Reporting Frequency	Sample Type ****
Oil & Grease	mg/L	1, 3	*		*	15/10	1/month	monthly	G
Chlorine, Total Residual	µg/L	1, 3	209		91	180/89.6	1/week	monthly	G
Total Phosphorus	mg/L	1	*		*	***	1/month	monthly	C
Total Kjeldahl Nitrogen	mg/L	1	*		*	***	1/month	monthly	C
Nitrite + Nitrate	mg/L	1	*		*		1/month	monthly	C
Acute Whole Effluent Toxicity	TUa	1, 9	*			% survival	2 acute and 2 chronic for next permit renewal		C
Chronic Whole Effluent Toxicity	TUc	1, 9	*			***			C
PARAMETER	Unit	Basis for Limits	Minimum		Maximum	Previous Permit Limit	Sampling Frequency	Reporting Frequency	Sample Type
pH	SU	1	6.0		9.0	6.5-9.0	1/weekday	monthly	G
PARAMETER	Unit	Basis for Limits	Daily Minimum		Monthly Avg. Min	Previous Permit Limit	Sampling Frequency	Reporting Frequency	Sample Type
BOD <sub>5</sub> Percent Removal	%	1			85	85	1/month	monthly	M
TSS Percent Removal	%	1			85	85	1/month	monthly	M

\* - Monitoring requirement only.

\*\* - #/100mL; the Monthly Average for *E. coli* is a geometric mean.

\*\*\* - Parameter not previously established in previous state operating permit.

\*\*\*\* - C = 24-hour composite

G = Grab

T = 24-hr. total

E = 24-hr. estimate

M = Measured/calculated

**Basis for Limitations Codes:**

- |  |                                   |   |
|--|-----------------------------------|---|
| 1. State or Federal Regulation/Law       | 5. Antidegradation Policy         | 9. WET Test Policy                        |
| 2. Water Quality Standard (includes RPA) | 6. Water Quality Model            | 10. Multiple Discharger Variance          |
| 3. Water Quality Based Effluent Limits   | 7. Best Professional Judgment     | 11. Nutrient Criteria Implementation Plan |
| 4. Antidegradation Review                | 8. TMDL or Permit in lieu of TMDL |   |

**OUTFALL #001 – DERIVATION AND DISCUSSION OF LIMITS:**

- **Flow.** In accordance with [40 CFR Part 122.44(i)(1)(ii)] the volume of effluent discharged from each outfall is needed to assure compliance with permitted effluent limitations. If the permittee is unable to obtain effluent flow, then it is the responsibility of the permittee to inform the Department, which may require the submittal of an operating permit modification.
- **Biochemical Oxygen Demand (BOD<sub>5</sub>).** Operating permit retains 45 mg/L as a Weekly Average and 30 mg/L as a Monthly Average from the previous permit. Effluent limits were established in accordance with 10 CSR 20-7.015(2) for discharges to the Missouri or Mississippi Rivers.
- **Total Suspended Solids (TSS).** Operating permit retains 45 mg/L as a Weekly Average and 30 mg/L as a Monthly Average from the previous permit. Effluent limits were established in accordance with 10 CSR 20-7.015(2) for discharges to the Missouri or Mississippi Rivers.

- **Escherichia coli (E. coli)**. Monthly average of 206 per 100 mL as a geometric mean and Weekly Average of 1,030 per 100 mL as a geometric mean during the recreational season (April 1 – October 31), for discharges within two miles upstream of segments or lakes with Whole Body Contact Recreation (B) designated use of the receiving stream, as per 10 CSR 20-7.015(9)(B). An effluent limit for both monthly average and weekly average is required by 40 CFR 122.45(d). The Geometric Mean is calculated by multiplying all of the data points and then taking the nth root of this product, where n = # of samples collected. For example: Five *E. coli* samples were collected with results of 1, 4, 6, 10, and 5 (#/100mL). Geometric Mean = 5<sup>th</sup> root of (1)(4)(6)(10)(5) = 5<sup>th</sup> root of 1,200 = 4.1 #/100mL.
- **Total Ammonia Nitrogen**. Monitoring requirement only. This data will be reviewed during the next permit renewal.
- **Oil & Grease**. Monitoring requirement only. This data will be reviewed during the next permit renewal.
- **Total Residual Chlorine (TRC)**. Warm-water Protection of Aquatic Life CCC = 11 µg/L, CMC = 19 µg/L [10 CSR 20-7.031, Table A]. Background TRC = 0.0 µg/L.

Chronic WLA:  $C_e = ((31 + 4760.675)11 - (4760.675 * 0.0))/31 = 1700.3 \mu\text{g/L}$

Acute WLA:  $C_e = ((31 + 310)19 - (310 * 0.0))/31 = 209 \mu\text{g/L}$

$LTA_c = 1700.3 (0.4376787) = 744.2 \mu\text{g/L}$

[CV = 0.805, 99<sup>th</sup> Percentile]

$LTA_a = 209 (0.2480057) = 51.8 \mu\text{g/L}$

[CV = 0.805, 99<sup>th</sup> Percentile]

Use most protective number of  $LTA_c$  or  $LTA_a$ .

$MDL = 51.8 (4.0321661) = 209 \mu\text{g/L}$

[CV = 0.805, 99<sup>th</sup> Percentile]

$AML = 51.8 (1.7548348) = 91 \mu\text{g/L}$

[CV = 0.805, 95<sup>th</sup> Percentile, n = 4]

The Water Quality Based Effluent Limit for Total Residual Chlorine was calculated to be 209 µg/L (daily maximum limit) and 91 µg/L (monthly average limit). The monthly average limit is below the minimum quantification level (ML) of the most common and practical EPA approved CLTRC methods. The Department has determined the current acceptable ML for total residual chlorine to be 130 µg/L when using the DPD Colorimetric Method #4500 – CL G. from Standard Methods for the Examination of Waters and Wastewater. The permittee will conduct analyses in accordance with this method, or equivalent, and report actual analytical values. Measured values greater than or equal to the minimum quantification level of 130 µg/L will be considered violations of the permit and values less than the minimum quantification level of 130 µg/L will be considered to be in compliance with the permit limitation.

- **Total Phosphorus and Total Nitrogen (Speciated)**. Effluent monitoring for Total Phosphorus, Total Kjeldahl Nitrogen, and Nitrite + Nitrate are required per 10 CSR 20-7.015(9)(D)8.
- **pH**. 6.0-9.0 SU. The permit writer has made a reasonable potential determination based on the assimilative capacity of the receiving stream that the discharge will not cause or contribute to the excursion of the water quality standard for pH instream. Therefore, effluent limitations as required by 10 CSR 20-7.015 are substituted for the pH water quality criteria of 6.5-9.0 SU.
- **Biochemical Oxygen Demand (BOD<sub>5</sub>) Percent Removal**. In accordance with 40 CFR Part 133, removal efficiency is a method by which the Federal Regulations define Secondary Treatment and Equivalent to Secondary Treatment, which applies to BOD<sub>5</sub> and TSS for Publicly Owned Treatment Works (POTWs)/municipals. This facility is required to meet 85% removal efficiency for BOD<sub>5</sub>.
- **Total Suspended Solids (TSS) Percent Removal**. In accordance with 40 CFR Part 133, removal efficiency is a method by which the Federal Regulations define Secondary Treatment and Equivalent to Secondary Treatment, which applies to BOD<sub>5</sub> and TSS for Publicly Owned Treatment Works (POTWs)/municipals. This facility is required to meet 85% removal efficiency for TSS.

### Whole Effluent Toxicity

- **Acute Whole Effluent Toxicity**. Monitoring requirement only. Monitoring is required to determine if reasonable potential exists for this facility's discharge to exceed water quality standards.

✓ Classified P with other than default Mixing Considerations, the AEC% is determined as follows:

$\text{Acute AEC\%} = \{[(\text{design flow}_{\text{cfs}} + \text{ZID}_{7\text{Q}10}) / \text{design flow}_{\text{cfs}}]^{-1}\} \times 100 = \#\\#\%$

$\text{Acute AEC\%} = \{[(31 + 310) / 31]^{-1}\} \times 100 = 9\%$

- **Chronic Whole Effluent Toxicity.** Monitoring requirement only. Monitoring is required to determine if reasonable potential exists for this facility's discharge to exceed water quality standards.
  - Classified P with other than default Mixing Considerations, the AEC% is determined as follows:

$$\text{Chronic AEC\%} = \{[(\text{design flow}_{\text{cfs}} + \text{MZ}_{7\text{Q}10}) / \text{design flow}_{\text{cfs}}]^{-1}\} \times 100 = \#\#\%$$
$$\text{Chronic AEC\%} = \{[(31 + 4760.675) / 31]^{-1}\} \times 100 = 1.0\%$$

**Sampling Frequency Justification:** The Department has determined that previously established sampling and reporting frequency is sufficient to characterize the facility's effluent and be protective of water quality. Weekly sampling is required for *E. coli*, per 10 CSR 20-7.015(9)(D)7.A. Total Phosphorus, Total Kjeldahl Nitrogen, and Nitrate + Nitrite frequencies are set to monthly per 10 CSR 20-7.015(9)(D)8.B. Total Residual Chlorine is changed to once per week per the approval of the Department to modify 10 CSR 20-9.010 operational monitoring requirements.

**WET Test Sampling Frequency Justification.** WET Testing schedules and intervals are established in accordance with the Department's Permit Manual; Section 5.2 *Effluent Limits / WET Testing for Compliance Bio-monitoring*. It is recommended that WET testing be conducted during the period of lowest stream flow.

**Acute and Chronic Whole Effluent Toxicity** – The permittee shall perform a minimum of four whole effluent toxicity tests in the four and one-half year period prior to the next permit renewal application. The four tests shall consist of two chronic toxicity tests and two acute toxicity tests.

**Sampling Type Justification:** As per 10 CSR 20-7.015, samples collected for mechanical plants shall be a 24 hour composite sample. Grab samples, however, must be collected for pH, *E. coli*, TRC, and Oil & Grease in accordance with recommended analytical methods. For further information on sampling and testing methods please review 10 CSR 20-7.015(9)(D) 2.

**PERMITTED FEATURE INF – INFLUENT MONITORING**

The monitoring requirements established in the below Monitoring Requirements Table are based on current operations of the facility. Future permit action due to facility modification may contain new operating permit terms and conditions that supersede the terms and conditions, including the monitoring requirements listed in this table.

**CHANGES TO INFLUENT MONITORING:**

PARAMETER	Unit	Basis for Limits	Daily Maximum	Weekly Average	Monthly Average	Previous Permit Limit	Sampling Frequency	Reporting Frequency	Sample Type ****
BOD <sub>5</sub>	mg/L	1			*	*	1/month	monthly	C
TSS	mg/L	1			*	*	1/week	monthly	C
Ammonia as N	mg/L	1	*		*	***	1/month	monthly	C
Total Phosphorus	mg/L	1	*		*	***	1/month	monthly	C
Total Kjeldahl Nitrogen	mg/L	1	*		*	***	1/month	monthly	C
Nitrite + Nitrate	mg/L	1	*		*	***	1/month	monthly	C

\* - Monitoring requirement only.

\*\*\* - Parameter not previously established in previous state operating permit.

\*\*\*\* - C = Composite

G = Grab

**Basis for Limitations Codes:**

- |  |                                   |   |
|--|-----------------------------------|---|
| 1. State or Federal Regulation/Law       | 5. Antidegradation Policy         | 9. WET Test Policy                        |
| 2. Water Quality Standard (includes RPA) | 6. Water Quality Model            | 10. Multiple Discharger Variance          |
| 3. Water Quality Based Effluent Limits   | 7. Best Professional Judgment     | 11. Nutrient Criteria Implementation Plan |
| 4. Antidegradation Review                | 8. TMDL or Permit in lieu of TMDL |   |

**Influent Parameters**

- **Biochemical Oxygen Demand (BOD<sub>5</sub>) and Total Suspended Solids (TSS)**. An influent sample is required to determine the removal efficiency. In accordance with 40 CFR Part 133, removal efficiency is a method by which the Federal Regulations define Secondary Treatment and Equivalent to Secondary Treatment, which applies to BOD<sub>5</sub> and TSS for Publicly Owned Treatment Works (POTWs)/municipals.
- **Total Phosphorus, Total Kjeldahl Nitrogen, Nitrite + Nitrate, and Ammonia**. Influent monitoring for Total Phosphorus, Total Kjeldahl Nitrogen, Nitrite + Nitrate, and Ammonia required per 10 CSR 20-7.015(9)(D)8.

**Sampling Frequency Justification:** The sampling and reporting frequencies for Total Phosphorus and Total Kjeldahl Nitrogen, Nitrite + Nitrate, and Ammonia parameters were established to match the required sampling frequency of these parameters in the effluent, per [10 CSR 20-7.015(9)(D)8.]. The sampling and reporting frequencies for influent BOD<sub>5</sub> has been established to match the required sampling frequency of these parameters in the effluent. The sampling and reporting frequencies for influent TSS has been established to match the required sampling frequency of 10 CSR 20-9.010.

**Sampling Type Justification:** Sample types for influent parameters were established to match the required sampling type of these parameters in the effluent. Samples should be analyzed as soon as possible after collection and/or properly preserved according to method requirements.

**OUTFALL #001 – GENERAL CRITERIA CONSIDERATIONS:**

In accordance with 40 CFR 122.44(d)(1), effluent limitations shall be placed into the permit for those pollutants which have been determined to cause, have the reasonable potential to cause, or contribute to an excursion above any State water quality standard, including State narrative criteria for water quality. The rule further states that pollutants which have been determined to cause, have the reasonable potential to cause, or contribute to an excursion above a narrative criterion within an applicable State water quality standard, the permit shall contain a numeric effluent limitation to protect that narrative criterion. In order to comply with this regulation, the permit writer will complete reasonable potential determinations on whether the discharge will violate any of the general criteria listed in 10 CSR 20-7.031(4). These specific requirements are listed below followed by derivation and discussion (the lettering matches that of the rule itself, under 10 CSR 20-7.031(4)). It should also be noted that Section 644.076.1, RSMo as well as Section D – Administrative Requirements of Standard Conditions Part I of this permit states that it shall be unlawful for any person to cause or permit any discharge of water contaminants from any water contaminant or point source located in Missouri that is in violation of sections 644.006 to 644.141 of the Missouri Clean Water Law or any standard, rule or regulation promulgated by the commission.

- (A) Waters shall be free from substances in sufficient amounts to cause the formation of putrescent, unsightly or harmful bottom deposits or prevent full maintenance of beneficial uses. The discharge from this facility is made up of treated domestic wastewater. Based upon review of the Report of Compliance Inspection for the inspection conducted on November 12 – 15, 2013,

no evidence of an excursion of this criterion has been observed by the Department in the past and the facility has not disclosed any other information related to the characteristics of the discharge on their permit application which has the potential to cause or contribute to an excursion of this narrative criterion. Additionally, this facility utilizes secondary treatment technology and is currently in compliance with secondary treatment technology based effluent limits established in 40 CFR 133 and there has been no indication to the Department that the stream has had issues maintaining beneficial uses as a result of this discharge. Based on the information reviewed during the drafting of this permit, these final effluent limitations appear to have protected against the excursion of this criterion in the past. Therefore, the discharge does not have the reasonable potential to cause or contribute to an excursion of this criterion.

- (B) Waters shall be free from oil, scum and floating debris in sufficient amounts to be unsightly or prevent full maintenance of beneficial uses. Please see (A) above as justification is the same.
- (C) Waters shall be free from substances in sufficient amounts to cause unsightly color or turbidity, offensive odor or prevent full maintenance of beneficial uses. Please see (A) above as justification is the same.
- (D) Waters shall be free from substances or conditions in sufficient amounts to result in toxicity to human, animal or aquatic life. This permit contains final effluent limitations which are protective of both acute and chronic toxicity for various pollutants that are either expected to be discharged by domestic wastewater facilities or that were disclosed by this facility on the application for permit coverage. Based on the information reviewed during the drafting of this permit, it has been determined if the facility meets final effluent limitations established in this permit, there is no reasonable potential for the discharge to cause an excursion of this criterion.
- (E) Waters shall provide for the attainment and maintenance of water quality standards downstream including waters of another state. Please see (D) above as justification is the same.
- (F) There shall be no significant human health hazard from incidental contact with the water. Please see (D) above as justification is the same.
- (G) There shall be no acute toxicity to livestock or wildlife watering. Please see (D) above as justification is the same.
- (H) Waters shall be free from physical, chemical or hydrologic changes that would impair the natural biological community. Please see (A) above as justification is the same.
- (I) Waters shall be free from used tires, car bodies, appliances, demolition debris, used vehicles or equipment and solid waste as defined in Missouri's Solid Waste Law, section 260.200, RSMo, except as the use of such materials is specifically permitted pursuant to section 260.200-260.247. The discharge from this facility is made up of treated domestic wastewater. No evidence of an excursion of this criterion has been observed by the Department in the past and the facility has not disclosed any other information related to the characteristics of the discharge on their permit application which has the potential to cause or contribute to an excursion of this narrative criterion. Additionally, any solid wastes received or produced at this facility are wholly contained in appropriate storage facilities, are not discharged, and are disposed of offsite. This discharge is subject to Standard Conditions Part III, which contains requirements for the management and disposal of sludge to prevent its discharge. Therefore, this discharge does not have reasonable potential to cause or contribute to an excursion of this criterion.

### **Part III – Rationale and Derivation of Effluent Limitations & Permit Conditions**

#### **ALTERNATIVE EVALUATIONS FOR NEW FACILITIES:**

As per [10 CSR 20-7.015(4)(A)], discharges to losing streams shall be permitted only after other alternatives including land application, discharges to a gaining stream, and connection to a regional wastewater treatment facility have been evaluated and determined to be unacceptable for environmental and/or economic reasons.

- ✓ The facility does not discharge to a Losing Stream as defined by [10 CSR 20-2.010(40)] & [10 CSR 20-7.031(1)(O)], or is an existing facility.

#### **ANTI-BACKSLIDING:**

A provision in the Federal Regulations [CWA §303(d)(4); CWA §402(o); 40 CFR Part 122.44(l)] that requires a reissued permit to be as stringent as the previous permit with some exceptions.

- ✓ Limitations in this operating permit for the reissuance of this permit conform to the anti-backsliding provisions of Section 402(o) of the Clean Water Act, and 40 CFR Part 122.44.
  - Information is available which was not available at the time of permit issuance (other than revised regulations, guidance, or test methods) and which would have justified the application of a less stringent effluent limitation at the time of permit issuance.
  - **Ammonia as N.** The reasonable potential analysis determined that Ammonia in this facility's discharge is unlikely to exceed water quality standards for Ammonia. The monitoring requirements are still protective of water quality and this determination will be reassessed at the time of renewal.

- **Oil and Grease.** The previous permit had final effluent limits of 15 mg/L as a daily maximum and 10 mg/L as a monthly average. During the drafting of this permit, the permit writer reviewed DMR data submitted by the permittee. Additionally, no evidence of an excursion of the water quality standard has been observed by the department in the past and the facility has not disclosed any other information related to the characteristics of the discharge on their permit application which has the potential to cause or contribute to an excursion of the water quality standard. As a result, monitoring requirements have been included in this permit to determine if the discharge has the reasonable potential to cause or contribute to an excursion of the water quality standard. Data will be reviewed at renewal to reassess this determination. The permit is still protective of water quality.
  - **Total Residual Chlorine (TRC).** Effluent limitations were re-calculated for TRC based on new information derived from discharge monitoring reports and on the current Missouri Water Quality Standards for TRC. The newly established limitations are still protective of water quality.
  - **pH.** The previous permit contained final effluent limits of 6.5-9.0 SU. During the drafting of this permit, the permit writer made a reasonable potential determination based on the assimilative capacity of the receiving stream that the discharge will not cause or contribute to an excursion of the water quality standard for pH instream. As a result, final effluent limits of 6.0-9.0 SU as required by 10 CSR 20-7.015 are substituted for the pH water quality criteria of 6.5-9.0 SU. The permit remains protective of water quality and this determination will be reevaluated during the next permit renewal.
  - **Total Toxic Organics (TTO).** The previous permit contained a once per permit cycle sampling and reporting frequency. This permit removes TTO. Monitoring for TTOs was established for certain Categorical Industrial Users discharging to POTWs, including but not limited to, Metal Finishing (40 CFR 433). A review of the TTO results shows compliance in accordance with 40 CFR 413.14(f). Due to consistency in compliance, the monitoring requirement for TTOs was removed. Toxicity in the effluent will be sampled for with the Acute and Chronic WET tests. The permit is still protective of water quality and this determination will be reassessed at the time of renewal.
- o The Department determines that technical mistakes or mistaken interpretations of law were made in issuing the permit under section 402(a)(1)(b).
- **General Criteria.** The previous permit contained a special condition which described a specific set of prohibitions related to general criteria found in 10 CSR 20-7.031(4). In order to comply with 40 CFR 122.44(d)(1), the permit writer has conducted reasonable potential determinations for each general criterion and established numeric effluent limitations where reasonable potential exists. While the removal of the previous permit special condition creates the appearance of backsliding, since this permit establishes numeric limitations where reasonable potential to cause or contribute to an excursion of the general criteria exists the permit maintains sufficient effluent limitations and monitoring requirements in order to protect water quality, this permit is equally protective as compared to the previous permit. Therefore, given this new information, and the fact that the previous permit special condition was not consistent with 40 CFR 122.44(d)(1), an error occurred in the establishment of the general criteria as a special condition of the previous permit. Please see Part VI – Effluent Limits Determination for more information regarding the reasonable potential determinations for each general criterion related to this facility.
  - **Chlordane.** The previous permit contained a once per permit cycle sampling and reporting frequency. This parameter was included in the previous permit incorrectly and cited the TMDL as to why the Chlordane was included, however, the TMDL discusses that there are no Missouri facilities which discharge either directly to the Missouri River, or a tributary to, that have a potential to discharge detectable amounts of chlordane. Therefore, the KC Birmingham WWTP is not considered a source of the pollutant of concern and Chlordane has been removed from the permit.

#### **ANTIDEGRADATION:**

In accordance with Missouri's Water Quality Standard [10 CSR 20-7.031(3)], for domestic wastewater discharge with new, altered, or expanding discharges, the Department is to document by means of Antidegradation Review that the use of a water body's available assimilative capacity is justified. In accordance with Missouri's water quality regulations for antidegradation [10 CSR 20-7.031(3)], degradation may be justified by documenting the socio-economic importance of a discharge after determining the necessity of the discharge. Facilities must submit the antidegradation review request to the Department prior to establishing, altering, or expanding discharges. See <http://dnr.mo.gov/env/wpp/permits/antideg-implementation.htm>

- ✓ No degradation proposed and no further review necessary. Facility did not apply for authorization to increase pollutant loading or to add additional pollutants to their discharge.

For stormwater discharges, the stormwater BMP chosen for the facility, through the antidegradation analysis performed by the facility, must be implemented and maintained at the facility. Failure to implement and maintain the chosen BMP alternative is a permit violation; see SWPPP.

- ✓ The facility must review and maintain stormwater BMPs as appropriate.

**AREA-WIDE WASTE TREATMENT MANAGEMENT & CONTINUING AUTHORITY:**

As per [10 CSR 20-6.010(2)(C)], ...An applicant may utilize a lower preference continuing authority by submitting, as part of the application, when a higher level authority is available, must submit information to the Department for review and approval, provided it does not conflict with any area-wide management plan approved under section 208 of the Federal Clean Water Act or any other regional sewage service and treatment plan approved for higher preference authority by the Department.

**BIOSOLIDS & SEWAGE SLUDGE:**

Biosolids are solid materials resulting from domestic wastewater treatment that meet federal and state criteria for beneficial uses (i.e. fertilizer). Sewage sludge is solids, semi-solids, or liquid residue generated during the treatment of domestic sewage in a treatment works; including but not limited to, domestic septage; scum or solids removed in primary, secondary, or advanced wastewater treatment process; and a material derived from sewage sludge. Sewage sludge does not include ash generated during the firing of sewage sludge in a sewage sludge incinerator or grit and screening generated during preliminary treatment of domestic sewage in a treatment works.

- ✓ Permittee is authorized to land apply biosolids in accordance with Standard Conditions III.

**COMPLIANCE AND ENFORCEMENT:**

Enforcement is the action taken by the Water Protection Program (WPP) to bring an entity into compliance with the Missouri Clean Water Law, its implementing regulations, and/or any terms and conditions of an operating permit. The primary purpose of the enforcement activity in the WPP is to resolve violations and return the entity to compliance.

**Facility Performance History:**

- ✓ The facility is not currently under Water Protection Program enforcement action. This facility was last inspected on November 12 – 15, 2013. The inspection showed the following unsatisfactory features: failure to collect Oil & Grease per an approved procedure, exceeded BOD, TSS, and Fecal Coliform in multiple months of 2012 and 2013, and failure to meet special conditions 8 and 9 of the permit.

**ELECTRONIC DISCHARGE MONITORING REPORT (EDMR) SUBMISSION SYSTEM:**

The U.S. Environmental Protection Agency (EPA) promulgated a final rule on October 22, 2015, to modernize Clean Water Act reporting for municipalities, industries, and other facilities by converting to an electronic data reporting system. This final rule requires regulated entities and state and federal regulators to use information technology to electronically report data required by the National Pollutant Discharge Elimination System (NPDES) permit program instead of filing paper reports. To comply with the federal rule, the Department is requiring all permittees to begin submitting discharge monitoring data and reports online. In an effort to aid facilities in the reporting of applicable information electronically, the Department has created several new forms including operational control monitoring forms and an I&I location and reduction form. These forms are optional and found on the Department's website at the following locations:

Operational Monitoring Lagoon: <http://dnr.mo.gov/forms/780-2801-f.pdf>  
Operational Monitoring Mechanical: <http://dnr.mo.gov/forms/780-2800-f.pdf>  
I&I Report: <http://dnr.mo.gov/forms/780-2690-f.pdf>

Per 40 CFR 127.15 and 127.24, permitted facilities may request a temporary waiver for up to 5 years or a permanent waiver from electronic reporting from the Department. To obtain an electronic reporting waiver, a permittee must first submit an eDMR Waiver Request Form: <http://dnr.mo.gov/forms/780-2692-f.pdf>. Each facility must make a request. If a single entity owns or operates more than one facility, then the entity must submit a separate request for each facility based on its specific circumstances. An approved waiver is non-transferable.

The Department must review and notify the facility within 120 calendar days of receipt if the waiver request has been approved or rejected [40 CFR 124.27(a)]. During the Department review period as well as after a waiver is granted, the facility must continue submitting a hard-copy of any reports required by their permit. The Department will enter data submitted in hard-copy from those facilities allowed to do so and electronically submit the data to the EPA on behalf of the facility.

- ✓ The permittee/facility is currently using the eDMR data reporting system.

**NUMERIC LAKE NUTRIENT CRITERIA**

- ✓ This facility does not discharge into a lake watershed where numeric lake nutrient criteria are applicable.



**OPERATOR CERTIFICATION REQUIREMENTS**

As per [10 CSR 20-6.010(8) Terms and Conditions of a Permit], the permittee shall operate and maintain facilities to comply with the Missouri Clean Water Law and applicable permit conditions and regulations. Operators at regulated wastewater treatment facilities shall be certified in accordance with [10 CSR 20-9.020(2)] and any other applicable state law or regulation. As per [10 CSR 20-9.020(2)(A)], requirements for operation by certified personnel shall apply to all wastewater treatment systems with population equivalents greater than 200 and are owned or operated by or for municipalities, public sewer districts, counties, public water supply districts, private sewer companies regulated by the Public Service Commission and state or federal agencies.

- ✓ This facility is required to have a certified operator as it has a population equivalent greater than 200 and is owned or operated by or for a municipality, public sewer district, county, public water supply district, private sewer company regulated by the PSC, state or federal agency.

This facility currently requires a chief operator with an (A) Certification Level. Please see **Appendix - Classification Worksheet**. Modifications made to the wastewater treatment facility may cause the classification to be modified.

Operator’s Name: Brent R. Herring  
 Certification Number: 15178  
 Certification Level: WW-A

The listing of the operator above only signifies that staff drafting this operating permit have reviewed appropriate Department records and determined that the name listed on the operating permit application has the correct and applicable Certification Level.

**OPERATIONAL CONTROL TESTING**

Missouri Clean Water Commission regulation 10 CSR 20-9.010 requires certain publicly owned treatment works and privately owned facilities regulated by the Public Service Commission to conduct internal operational control monitoring to further ensure proper operation of the facility and to be a safeguard or early warning for potential plant upsets that could affect effluent quality. This requirement is only applicable if the publicly owned treatment works and privately owned facilities regulated by the Public Service Commission has a Population Equivalent greater than two hundred (200).

10 CSR 20-9.010(3) allows the Department to modify the monitoring frequency required in the rule based upon the Department’s judgement of monitoring needs for process control at the specified facility.

- ✓ As per [10 CSR 20-9.010(4)], the facility is required to conduct operational monitoring. These operational monitoring reports are to be submitted to the Department along with the MSOP discharge monitoring reports.
  - The facility is a mechanical plant and the Department has approved alternative monitoring frequencies to the Operational Monitoring testing requirements in 10 CSR 20-9.010(5)(B) for the facility. The facility is required to conduct operational control monitoring as follows:

Operational Monitoring Parameter	Frequency
Precipitation	Daily (M-F)
Flow – Influent or Effluent	Daily (M-F)
pH – Influent	Daily (M-F)
Temperature (Aeration basin)	Daily (M-F)
TSS – Influent	Weekly
TSS – Mixed Liquor	Weekly
Settleability – Mixed Liquor	Daily (M-F)
Dissolved Oxygen – Mixed Liquor	Daily (M-F)
Total Residual Chlorine	Weekly§

- § The facility is approved for the following modified monitoring frequency:
  - Total Residual Chlorine analyses of the effluent shall be performed weekly during the recreational season per Note 2 on Page 4 of the permit, in accordance with the measurement frequency outlined in Table A-1 on Page 3 of the permit.

**PRETREATMENT PROGRAM:**

The reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater prior to or in lieu of discharging or otherwise introducing such pollutants into a Publicly Owned Treatment Works [40 CFR Part 403.3(q)].

Pretreatment programs are required at any POTW (or combination of POTW operated by the same authority) and/or municipality with a total design flow greater than 5.0 MGD and receiving industrial wastes that interfere with or pass through the treatment works or are otherwise subject to the pretreatment standards. Pretreatment programs can also be required at POTWs/municipals with a design flow less than 5.0 MGD if needed to prevent interference with operations or pass through.

Several special conditions pertaining to the permittee's pretreatment program may be included in the permit, and are as follows:

- Implementation and enforcement of the program,
  - Annual pretreatment report submittal,
  - Submittal of list of industrial users,
  - Technical evaluation of need to establish local limitations, and
  - Submittal of the results of the evaluation
- ✓ This permittee has an approved pretreatment program in accordance with the requirements of [40 CFR Part 403] and [10 CSR 20-6.100] and is expected to implement and enforce its approved program.

**REASONABLE POTENTIAL ANALYSIS (RPA):**

Federal regulation [40 CFR Part 122.44(d)(1)(i)] requires effluent limitations for all pollutants that are or may be discharged at a level that will cause or have the reasonable potential to cause or contribute to an in-stream excursion above narrative or numeric water quality standard.

In accordance with [40 CFR Part 122.44(d)(1)(iii)] if the permit writer determines that any given pollutant has the reasonable potential to cause, or contribute to an in-stream excursion above the WQS, the permit must contain effluent limits for that pollutant.

- ✓ An RPA was conducted on appropriate parameters. Please see **APPENDIX – RPA RESULTS**.

**REMOVAL EFFICIENCY:**

Removal efficiency is a method by which the Federal Regulations define Secondary Treatment and Equivalent to Secondary Treatment, which applies to Biochemical Oxygen Demand 5-day (BOD<sub>5</sub>) and Total Suspended Solids (TSS) for Publicly Owned Treatment Works (POTWs)/municipals.

- ✓ Secondary Treatment is 85% removal [40 CFR Part 133.102(a)(3) & (b)(3)].

**SANITARY SEWER OVERFLOWS (SSO) AND INFLOW AND INFILTRATION (I&I):**

Sanitary Sewer Overflows (SSOs) are defined as untreated sewage releases and are considered bypassing under state regulation [10 CSR 20-2.010(12)] and should not be confused with the federal definition of bypass. SSOs result from a variety of causes including blockages, line breaks, and sewer defects that can either allow wastewater to backup within the collection system during dry weather conditions or allow excess stormwater and groundwater to enter and overload the collection system during wet weather conditions. SSOs can also result from lapses in sewer system operation and maintenance, inadequate sewer design and construction, power failures, and vandalism. SSOs include overflows out of manholes, cleanouts, broken pipes, and other into waters of the state and onto city streets, sidewalks, and other terrestrial locations.

Inflow and Infiltration (I&I) is defined as unwanted intrusion of stormwater or groundwater into a collection system. This can occur from points of direct connection such as sump pumps, roof drain downspouts, foundation drains, and storm drain cross-connections or through cracks, holes, joint failures, faulty line connections, damaged manholes, and other openings in the collection system itself. I&I results from a variety of causes including line breaks, improperly sealed connections, cracks caused by soil erosion/settling, penetration of vegetative roots, and other sewer defects. In addition, excess stormwater and groundwater entering the collection system from line breaks and sewer defects have the potential to negatively impact the treatment facility.

Missouri RSMo §644.026.1.(13) mandates that the Department issue permits for discharges of water contaminants into the waters of this state, and also for the operation of sewer systems. Such permit conditions shall ensure compliance with all requirements as established by sections 644.006 to 644.141. Standard Conditions Part I, referenced in the permit, contains provisions requiring proper operation and maintenance of all facilities and systems of treatment and control. Missouri RSMo §644.026.1.(15) instructs the Department to require proper maintenance and operation of treatment facilities and sewer systems and proper disposal of residual waste from all such facilities. To ensure that public health and the environment are protected, any noncompliance which may endanger public health or the environment must be reported to the Department within 24 hours of the time the permittee becomes aware of the noncompliance. Standard Conditions Part I, referenced in the permit, contains the reporting requirements for the permittee when bypasses and upsets occur.

- ✓ The permittee has developed and is currently implementing a program for maintenance and repair of the collection system. The permittee shall continue to submit annual reports by March 31<sup>st</sup> as required by the federal consent decree entered in the matter of United States vs. City of Kansas City, Missouri, No. 4:10-CV-0497.

### **SCHEDULE OF COMPLIANCE (SOC):**

Per 644.051.4 RSMo, a permit may be issued with a Schedule of Compliance (SOC) to provide time for a facility to come into compliance with new state or federal effluent regulations, water quality standards, or other requirements. Such a schedule is not allowed if the facility is already in compliance with the new requirement, or if prohibited by other statute or regulation. A SOC includes an enforceable sequence of interim requirements (actions, operations, or milestone events) leading to compliance with the Missouri Clean Water Law, its implementing regulations, and/or the terms and conditions of an operating permit. *See also* Section 502(17) of the Clean Water Act, and 40 CFR §122.2. For new effluent limitations, the permit may include interim monitoring for the specific parameter to demonstrate the facility is not already in compliance with the new requirement. Per 40 CFR § 122.47(a)(1), 10 CSR 20-7.031(11), and 10 CSR 20-7.015(9), compliance must occur as soon as possible. If the permit provides a schedule for meeting new water quality based effluent limits, a SOC must include an enforceable, final effluent limitation in the permit even if the SOC extends beyond the life of the permit.

A SOC is not allowed:

- For effluent limitations based on technology-based standards established in accordance with federal requirements, if the deadline for compliance established in federal regulations has passed. 40 CFR § 125.3.
- For a newly constructed facility in most cases. Newly constructed facilities must meet applicable effluent limitations when discharge begins, because the facility has installed the appropriate control technology as specified in a permit or antidegradation review. A SOC is allowed for a new water quality based effluent limit that was not included in a previously public noticed permit or antidegradation review, which may occur if a regulation changes during construction.
- To develop a TMDL, UAA, or other study that may result in site-specific criteria or alternative effluent limits. A facility is not prohibited from conducting these activities, but a SOC may not be granted for conducting these activities.

In order to provide guidance to Permit Writers in developing SOCs, and attain a greater level of consistency, on April 9, 2015 the Department issued an updated policy on development of SOCs. This policy provides guidance to Permit Writers on the standard time frames for schedules for common activities, and guidance on factors that may modify the length of the schedule such as a Cost Analysis for Compliance.

- ✓ This permit does not contain an SOC.

### **SEWER EXTENSION AUTHORITY SUPERVISED PROGRAM:**

In accordance with [10 CSR 20-6.010(6)(A)], the Department may grant approval of a permittee's Sewer Extension Authority Supervised Program. These approved permittees regulate and approve construction of sanitary sewers and pump stations, which are tributary to this wastewater treatment facility. The permittee shall act as the continuing authority for the operation, maintenance, and modernization of the constructed collection system. See <http://dnr.mo.gov/env/wpp/permits/sewer-extension.htm>.

- ✓ The permittee's Sewer Extension Authority Supervised Program has been reauthorized. Please see **Appendix – Sewer Extension Authority Supervised Program Reauthorization Letter** for applicable conditions.

### **STORMWATER POLLUTION PREVENTION PLAN (SWPPP):**

In accordance with 40 CFR 122.44(k) *Best Management Practices (BMPs)* to control or abate the discharge of pollutants when: (1) Authorized under section 304(e) of the Clean Water Act (CWA) for the control of toxic pollutants and hazardous substances from ancillary industrial activities; (2) Authorized under section 402(p) of the CWA for the control of stormwater discharges; (3) Numeric effluent limitations are infeasible; or (4) the practices are reasonably necessary to achieve effluent limitations and standards or to carry out the purposes and intent of the CWA.

In accordance with the EPA's *Developing Your Stormwater Pollution Prevention Plan, A Guide for Industrial Operators*, (Document number EPA 833-B-09-002) [published by the United States Environmental Protection Agency (USEPA) in June 2015], BMPs are measures or practices used to reduce the amount of pollution entering (regarding this operating permit) waters of the state. BMPs may take the form of a process, activity, or physical structure.

Additionally in accordance with the Stormwater Management, a SWPPP is a series of steps and activities to (1) identify sources of pollution or contamination, and (2) select and carry out actions which prevent or control the pollution of stormwater discharges. The purpose of a SWPPP is to comply with all applicable stormwater regulations by creating an adaptive management plan to control and mitigate stream pollution from stormwater runoff. Developing a SWPPP provides opportunities to employ appropriate BMPs to minimize the risk of pollutants being discharged during storm events. The following paragraph outlines the general steps the permittee should take to determine which BMPs will work to achieve the benchmark values or limits in the permit. This section is not intended to be all encompassing or restrict the use of any physical BMP or operational and maintenance procedure assisting in pollution control. Additional steps or revisions to the SWPPP may be required to meet the requirements of the permit.

Areas which should be included in the SWPPP are identified in 40 CFR 122.26(b)(14). Once the potential sources of stormwater pollution have been identified, a plan should be formulated to best control the amount of pollutant being released and discharged by each activity or source. This should include, but is not limited to, minimizing exposure to stormwater, good housekeeping measures,

proper facility and equipment maintenance, spill prevention and response, vehicle traffic control, and proper materials handling. Once a plan has been developed the facility will employ the control measures determined to be adequate to achieve the benchmark values discussed above. The facility will conduct monitoring and inspections of the BMPs to ensure they are working properly and re-evaluate any BMP not achieving compliance with permitting requirements. For example, if sample results from an outfall show values of TSS above the benchmark value, the BMP being employed is deficient in controlling stormwater pollution. Corrective action should be taken to repair, improve, or replace the failing BMP. This internal evaluation is required at least once per month but should be continued more frequently if BMPs continue to fail. If failures do occur, continue this trial and error process until appropriate BMPs have been established.

For new, altered, or expanded stormwater discharges, the SWPPP shall identify reasonable and effective BMPs while accounting for environmental impacts of varying control methods. The antidegradation analysis must document why no discharge or no exposure options are not feasible. The selection and documentation of appropriate control measures shall serve as an alternative analysis of technology and fulfill the requirements of antidegradation [10 CSR 20-7.031(3)]. For further guidance, consult the antidegradation implementation procedure (<http://dnr.mo.gov/env/wpp/docs/AIP050212.pdf>).

Alternative Analysis (AA) evaluation of the BMPs is a structured evaluation of BMPs that are reasonable and cost effective. The AA evaluation should include practices that are designed to be: 1) non-degrading; 2) less degrading; or 3) degrading water quality. The glossary of AIP defines these three terms. The chosen BMP will be the most reasonable and effective management strategy while ensuring the highest statutory and regulatory requirements are achieved and the highest quality water attainable for the facility is discharged. The AA evaluation must demonstrate why “no discharge” or “no exposure” is not a feasible alternative at the facility. This structured analysis of BMPs serves as the antidegradation review, fulfilling the requirements of 10 CSR 20-7.031(3) Water Quality Standards and *Antidegradation Implementation Procedure* (AIP), Section II.B.

If parameter-specific numeric exceedances continue to occur and the permittee feels there are no practicable or cost-effective BMPs which will sufficiently reduce a pollutant concentration in the discharge to the benchmark values established in the permit, the permittee can submit a request to re-evaluate the benchmark values. This request needs to include 1) a detailed explanation of why the facility is unable to comply with the permit conditions and unable to establish BMPs to achieve the benchmark values; 2) financial data of the company and documentation of cost associated with BMPs for review and 3) the SWPPP, which should contain adequate documentation of BMPs employed, failed BMPs, corrective actions, and all other required information. This will allow the Department to conduct a cost analysis on control measures and actions taken by the facility to determine cost-effectiveness of BMPs. The request shall be submitted in the form of an operating permit modification; the application is found at: <http://dnr.mo.gov/forms/index.html>.

- ✓ 10 CSR 20-6.200 and 40 CFR 122.26(b)(14)(ix) includes treatment works treating domestic sewage or any other sewage sludge or wastewater treatment device or system, used in the storage treatment, recycling, and reclamation of municipal or domestic sewage, including land dedicated to the disposal of sewage sludge that is located within the confines of the facility, with a design flow of 1.0 MGD or more, or are required to have an approved pretreatment program under 40 CFR part 403, as an industrial activity in which permit coverage is required. In lieu of requiring sampling in the site-specific permit, the facility is required to develop and implement a Stormwater Pollution Prevention Plan (SWPPP).

A facility can apply for conditional exclusion for “no exposure” of industrial activities and materials to stormwater by submitting a permit modification via Form B2 (<http://dnr.mo.gov/forms/780-1805-f.pdf>) appropriate application filing fees and a completed No Exposure Certification for Exclusion from NPDES Stormwater Permitting under Missouri Clean Water Law (<https://dnr.mo.gov/forms/780-2828-f.pdf>) to the Department’s Water Protection Program, Operating Permits Section. Upon approval of the No Exposure Certification, the permit will be modified and the Special Condition to develop and implement a SWPPP will be removed.

**VARIANCE:**

As per the Missouri Clean Water Law § 644.061.4, variances shall be granted for such period of time and under such terms and conditions as shall be specified by the commission in its order. The variance may be extended by affirmative action of the commission. In no event shall the variance be granted for a period of time greater than is reasonably necessary for complying with the Missouri Clean Water Law §§644.006 to 644.141 or any standard, rule or regulation promulgated pursuant to Missouri Clean Water Law §§644.006 to 644.141.

- ✓ This operating permit is not drafted under premises of a petition for variance.

**WASTELOAD ALLOCATIONS (WLA) FOR LIMITS:**

As per [10 CSR 20-2.010(86)], the amount of pollutant each discharger is allowed by the Department to release into a given stream after the Department has determined total amount of pollutant that may be discharged into that stream without endangering its water quality.

- ✓ Wasteload allocations were calculated where applicable using water quality criteria or water quality model results and the dilution equation below:

$$C_e = \frac{(Q_e + Q_s)C - (Q_s \times C_s)}{(Q_e)} \quad (\text{EPA/505/2-90-001, Section 4.5.5})$$

Where C = downstream concentration      C<sub>e</sub> = effluent concentration  
 C<sub>s</sub> = upstream concentration            Q<sub>e</sub> = effluent flow  
 Q<sub>s</sub> = upstream flow

Chronic wasteload allocations were determined using applicable chronic water quality criteria (CCC: criteria continuous concentration) and stream volume of flow at the edge of the mixing zone (MZ). Acute wasteload allocations were determined using applicable water quality criteria (CMC: criteria maximum concentration) and stream volume of flow at the edge of the zone of initial dilution (ZID).

Water quality based maximum daily and average monthly effluent limitations were calculated using methods and procedures outlined in USEPA’s “Technical Support Document For Water Quality-based Toxics Control” (EPA/505/2-90-001).

**Number of Samples “n”:**

Additionally, in accordance with the TSD for water quality-based permitting, effluent quality is determined by the underlying distribution of daily values, which is determined by the Long Term Average (LTA) associated with a particular Wasteload Allocation (WLA) and by the Coefficient of Variation (CV) of the effluent concentrations. Increasing or decreasing the monitoring frequency does not affect this underlying distribution or treatment performance, which should be, at a minimum, be targeted to comply with the values dictated by the WLA. Therefore, it is recommended that the actual planned frequency of monitoring normally be used to determine the value of “n” for calculating the AML. However, in situations where monitoring frequency is once per month or less, a higher value for “n” must be assumed for AML derivation purposes. Thus, the statistical procedure being employed using an assumed number of samples is “n = 4” at a minimum. For Total Ammonia as Nitrogen, “n = 30” is used.

**WLA MODELING:**

There are two general types of effluent limitations, technology-based effluent limits (TBELs) and water quality based effluent limits (WQBELs). If TBELs do not provide adequate protection for the receiving waters, then WQBEL must be used.

- ✓ A WLA study was either not submitted or determined not applicable by Department staff.

**WHOLE EFFLUENT TOXICITY (WET) TEST:**

A WET test is a quantifiable method of determining if a discharge from a facility may be causing toxicity to aquatic life by itself, in combination with or through synergistic responses when mixed with receiving stream water.

Under the federal Clean Water Act (CWA) §101(a)(3), requiring WET testing is reasonably appropriate for site-specific Missouri State Operating Permits for discharges to waters of the state issued under the National Pollutant Discharge Elimination System (NPDES). WET testing is also required by 40 CFR 122.44(d)(1). WET testing ensures that the provisions in the 10 CSR 20-6.010(8)(A) and the Water Quality Standards 10 CSR 20-7.031(4)(D),(F),(G),(J)2.A & B are being met. Under [10 CSR 20-6.010(8)(B)], the Department may require other terms and conditions that it deems necessary to assure compliance with the Clean Water Act and related regulations of the Missouri Clean Water Commission. In addition the following MCWL apply: §§644.051.3 requires the Department to set permit conditions that comply with the MCWL and CWA; 644.051.4 specifically references toxicity as an item we must consider in writing permits (along with water quality-based effluent limits, pretreatment, etc...); and 644.051.5 is the basic authority to require testing conditions. WET test will be required by facilities meeting the following criteria:

- Facility is a designated Major.
- Facility continuously or routinely exceeds its design flow.
- Facility that exceeds its design population equivalent (PE) for BOD<sub>5</sub> whether or not its design flow is being exceeded.
- Facility (whether primarily domestic or industrial) that alters its production process throughout the year.
- Facility handles large quantities of toxic substances, or substances that are toxic in large amounts.
- Facility has Water Quality-based Effluent Limitations for toxic substances (other than NH<sub>3</sub>)
- Facility is a municipality with a Design Flow ≥ 22,500 gpd.
- Other – please justify.

- ✓ The permittee is required to conduct WET test for this facility.

**40 CFR 122.41(M) - BYPASSES:**

The federal Clean Water Act (CWA), Section 402 prohibits wastewater dischargers from “bypassing” untreated or partially treated sewage (wastewater) beyond the headworks. A bypass is defined as an intentional diversion of waste streams from any portion of a treatment facility, [40 CFR 122.41(m)(1)(i)]. Additionally, Missouri regulation 10 CSR 20-7.015(9)(G) states a bypass means the intentional diversion of waste streams from any portion of a treatment facility, except in the case of blending, to waters of the state. Only under exceptional and specified limitations do the federal regulations allow for a facility to bypass some or all of the flow from its treatment process. Bypasses are prohibited by the CWA unless a permittee can meet all of the criteria listed in 40 CFR 122.41(m)(4)(i)(A), (B), & (C). Any bypasses from this facility are subject to the reporting required in 40 CFR 122.41(l)(6) and per Missouri’s Standard Conditions I, Section B, part 2.b. Additionally, Anticipated Bypasses include bypasses from peak flow basins or similar devices designed for peak wet weather flows.

- ✓ This facility does not anticipate bypassing.

**Part IV – Cost Analysis for Compliance**

Pursuant to Section 644.145, RSMo, when issuing permits under this chapter that incorporate a new requirement for discharges from publicly owned combined or separate sanitary or storm sewer systems or publicly owned treatment works, or when enforcing provisions of this chapter or the Federal Water Pollution Control Act, 33 U.S.C. 1251 et seq., pertaining to any portion of a publicly owned combined or separate sanitary or storm sewer system or [publicly owned] treatment works, the Department of Natural Resources shall make a “finding of affordability” on the costs to be incurred and the impact of any rate changes on ratepayers upon which to base such permits and decisions, to the extent allowable under this chapter and the Federal Water Pollution Control Act. This process is completed through a cost analysis for compliance. Permits that do not include new requirements may be deemed affordable.

- ✓ The Department is required to determine “findings of affordability” because the permit applies to a combined or separate sanitary sewer system for a publicly-owned treatment works. However, the facility chose to waive the finding of affordability requirement; therefore, no Cost Analysis for Compliance was conducted.

## **Part V – Administrative Requirements**

On the basis of preliminary staff review and the application of applicable standards and regulations, the Department, as administrative agent for the Missouri Clean Water Commission, proposes to issue a permit(s) subject to certain effluent limitations, schedules, and special conditions contained herein and within the operating permit. The proposed determinations are tentative pending public comment.

### **WATER QUALITY STANDARD REVISION:**

In accordance with section 644.058, RSMo, the Department is required to utilize an evaluation of the environmental and economic impacts of modifications to water quality standards of twenty-five percent or more when making individual site-specific permit decisions.

- ✓ This operating permit does not contain requirements for a water quality standard that has changed twenty-five percent or more since the previous operating permit.

### **PERMIT SYNCHRONIZATION:**

The Department of Natural Resources is currently undergoing a synchronization process for operating permits. Permits are normally issued on a five-year term, but to achieve synchronization many permits will need to be issued for less than the full five years allowed by regulation. The intent is that all permits within a watershed will move through the Watershed Based Management (WBM) cycle together will all expire in the same fiscal year. This will allow further streamlining by placing multiple permits within a smaller geographic area on public notice simultaneously, thereby reducing repeated administrative efforts. This will also allow the Department to explore a watershed based permitting effort at some point in the future. Renewal applications must continue to be submitted within 180 days of expiration, however, in instances where effluent data from the previous renewal is less than 4 years old, that data may be re-submitted to meet the requirements of the renewal application. If the permit provides a schedule of compliance for meeting new water quality based effluent limits beyond the expiration date of the permit, the time remaining in the schedule of compliance will be allotted in the renewed permit.

### **PUBLIC NOTICE:**

The Department shall give public notice that a draft permit has been prepared and its issuance is pending. Additionally, public notice will be issued if a public hearing is to be held because of a significant degree of interest in and water quality concerns related to a draft permit. No public notice is required when a request for a permit modification or termination is denied; however, the requester and permittee must be notified of the denial in writing. The Department must issue public notice of a pending operating permit or of a new or reissued statewide general permit. The public comment period is the length of time not less than 30 days following the date of the public notice which interested persons may submit written comments about the proposed permit. For persons wanting to submit comments regarding this proposed operating permit, then please refer to the Public Notice page located at the front of this draft operating permit. The Public Notice page gives direction on how and where to submit appropriate comments.

- ✓ The Public Notice period for this operating permit was from July 2, 2021 to August 2, 2021. No responses received.

**DATE OF FACT SHEET:** AUGUST 11, 2021

### **COMPLETED BY:**

**BRANT FARRIS, ENVIRONMENTAL SPECIALIST  
MISSOURI DEPARTMENT OF NATURAL RESOURCES  
WATER PROTECTION PROGRAM  
OPERATING PERMITS SECTION - DOMESTIC WASTEWATER UNIT  
(660) 385-8019  
brant.farris@dnr.mo.gov**

**Appendices**

**APPENDIX - CLASSIFICATION WORKSHEET:**

Item	Points Possible	Points Assigned
Maximum Population Equivalent (P.E.) served , peak day	1 pt./10,000 PE or major fraction thereof. (Max 10 pts.)	10
Design Flow (avg. day) or peak month's flow (avg. day) whichever is larger	1 pt. / MGD or major fraction thereof. (Max 10 pts.)	10
<b>Effluent Discharge</b>		
Missouri or Mississippi River	0	0
All other stream discharges except to losing streams and stream reaches supporting whole body contact recreation	1	
Discharge to lake or reservoir outside of designated whole body contact recreational area	2	
Discharge to losing stream, lake or reservoir area supporting whole body contact recreation	3	
Direct reuse or recycle of effluent	6	
<b>Land Application/Irrigation</b>		
Drip Irrigation	3	
Land application/irrigation	5	
Overland flow	4	
<b>Variation in Raw Wastes (highest level only)</b>		
Variations do not exceed those normally or typically expected	0	
Reoccurring deviations or excessive variations of 100 to 200 percent in strength and/or flow	2	(2)†
Reoccurring deviations or excessive variations of more than 200 percent in strength and/or flow	4	
Department-approved pretreatment program	6	6
<b>Preliminary Treatment</b>		
STEP systems (operated by the permittee)	3	
Screening and/or comminution	3	3
Grit removal	3	3
Plant pumping of main flow	3	
Flow equalization	5	
<b>Primary Treatment</b>		
Primary clarifiers	5	5
Chemical addition (except chlorine, enzymes)	4	
<b>Secondary Treatment</b>		
Trickling filter and other fixed film media with or without secondary clarifiers	10	
Activated sludge (including aeration, oxidation ditches, sequencing batch reactors, membrane bioreactors, and contact stabilization)	15	15
Stabilization ponds without aeration	5	
Aerated lagoon	8	
Advanced Lagoon Treatment – Aerobic cells, anaerobic cells, covers, or fixed film	10	
Biological, physical, or chemical	12	
Carbon regeneration	4	
<b>Total from page ONE (1)</b>	----	52

† - does not count towards total as this section counts the highest value only



**APPENDIX - CLASSIFICATION WORKSHEET (CONTINUED):**

ITEM	POINTS POSSIBLE	POINTS ASSIGNED
<b>Solids Handling</b>		
Sludge Holding	5	5
Anaerobic digestion	10	
Aerobic digestion	6	
Evaporative sludge drying	2	
Mechanical dewatering	8	
Solids reduction (incineration, wet oxidation)	12	
Land application	6	6
<b>Disinfection</b>		
Chlorination or comparable	5	5
On-site generation of disinfectant (except UV light)	5	
Dechlorination	2	2
UV light	4	
<b>Required Laboratory Control Performed by Plant Personnel (highest level only)</b>		
Lab work done outside the plant	0	
Push – button or visual methods for simple test such as pH, settleable solids	3	
Additional procedures such as DO, COD, BOD, titrations, solids, volatile content	5	5
More advanced determinations, such as BOD seeding procedures, fecal coliform, nutrients, total oils, phenols, etc.	7	
Highly sophisticated instrumentation, such as atomic absorption and gas chromatograph	10	
Total from page <b>TWO (2)</b>	----	23
Total from page <b>ONE (1)</b>	---	52
<b>Grand Total</b>	---	75

- A: 71 points and greater
- B: 51 points – 70 points
- C: 26 points – 50 points
- D: 0 points – 25 points

**APPENDIX – RPA RESULTS:**

Parameter	CMC*	RWC Acute*	CCC*	RWC Chronic*	n**	Range max/min	CV***	MF	RP Yes/No
Ammonia as N – January (mg/L)	10.1	3.49	2.4	0.24	107	32.2/6	0.29	1.19	NO
Ammonia as N – February (mg/L)	10.1	4.11	2.4	0.28	101	37.8/6.6	0.29	1.19	NO
Ammonia as N – March (mg/L)	10.1	3.21	2.4	0.22	117	30/6.6	0.29	1.17	NO
Ammonia as N – April (mg/L)	8.4	2.51	1.9	0.18	111	23.7/4.8	0.26	1.16	NO
Ammonia as N – May (mg/L)	10.1	3.55	1.6	0.25	109	30.65/4.5	0.42	1.27	NO
Ammonia as N – June (mg/L)	8.4	3.85	1.0	0.27	111	35/4.8	0.33	1.21	NO
Ammonia as N – July (mg/L)	8.4	3.03	0.8	0.21	113	28.5/5.5	0.27	1.17	NO
Ammonia as N – August (mg/L)	10.1	4.26	1.0	0.29	113	38/2.5	0.38	1.23	NO
Ammonia as N – September (mg/L)	8.4	3.02	1.2	0.21	111	27.7/3.7	0.31	1.19	NO
Ammonia as N – October (mg/L)	8.4	2.83	1.8	0.20	115	25.9/1.6	0.33	1.20	NO
Ammonia as N – November (mg/L)	10.1	3.04	2.4	0.21	103	28.3/3.1	0.27	1.18	NO
Ammonia as N – December (mg/L)	10.1	3.17	2.4	0.22	86	28.6/6.6	0.28	1.22	NO
Aluminum, TR	750	56.9	NA	NA	8	188/19	0.6	3.3294	NO
Arsenic	NA	NA	50	0.016	8	0.77/0.43	0.6	3.3294	NO
Beryllium, TR	NA	NA	4	0.0003	8	0.02/0.02	0.6	1.998	NO
Cadmium, TR	12.92	0.18	1.65	0.01	8	1/0.055	0.6	2.00	NO
Copper, TR	33.43	3.93	20.55	0.28	8	13/1	0.6	3.33	NO
Cyanide	22	0.72	5	0.05	8	3.95/2.5	0.6	2.00	NO
Iron, TR	NA	NA	1000	104.24	8	910/157	0.6	3.33	NO
Lead, TR	264.68	0.19	10.32	0.01	8	0.63/0.18	0.6	3.33	NO
Nickel, TR	NA	NA	100.30	0.62	8	29/8	0.6	3.33	NO
Selenium, TR	NA	NA	5	0.09	8	4.35/1.8	0.6	3.33	NO
Zinc, TR	262.73	16.0416	260.60	1.1396	8	53/14	0.6	3.3294	NO

N/A – Not Applicable

\* - Units are (µg/L) unless otherwise noted.

\*\* - If the number of samples is 10 or greater, then the CV value must be used in the WQBEL for the applicable constituent. If the number of samples is < 10, then the default CV value must be used in the WQBEL for the applicable constituent.

\*\*\* - Coefficient of Variation (CV) is calculated by dividing the Standard Deviation of the sample set by the Mean of the same sample set.

RWC – Receiving Water Concentration. It is the concentration of a toxicant or the parameter toxicity in the receiving water after mixing (if applicable).

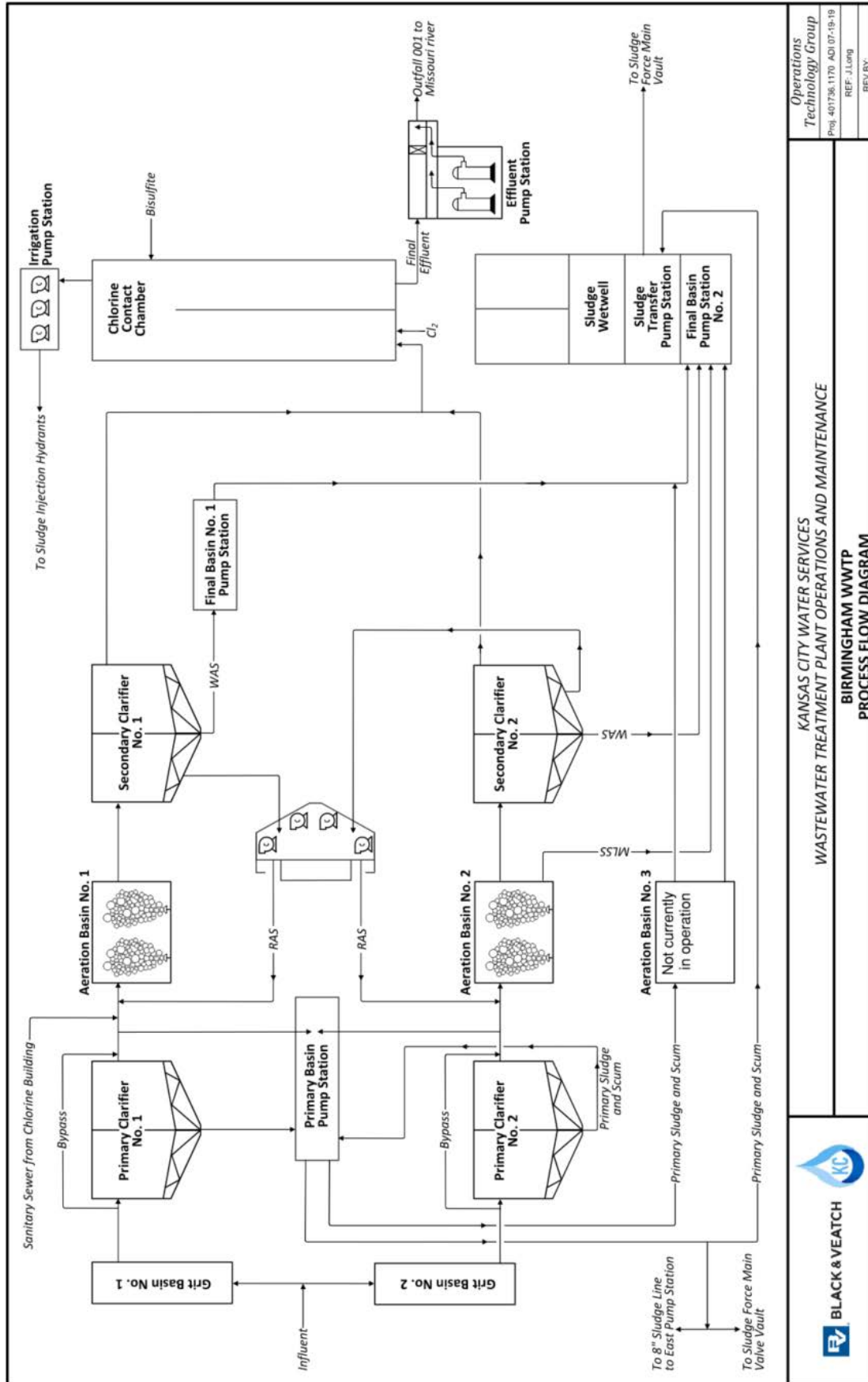
n – Is the number of samples.


MF – Multiplying Factor. 99% Confidence Level and 99% Probability Basis.

RP – Reasonable Potential. It is where an effluent is projected or calculated to cause an excursion above a water quality standard based on a number of factors including, as a minimum, the four factors listed in 40 CFR 122.44(d)(1)(ii).

Reasonable Potential Analysis is conducted as per (TSD, EPA/505/2-90-001, Section 3.3.2). A more detailed version including calculations of this RPA is available upon request.

APPENDIX – ALTERNATIVE: Flow diagram



 <b>BLACK &amp; VEATCH</b>	<b>KANSAS CITY WATER SERVICES</b> <b>WASTEWATER TREATMENT PLANT OPERATIONS AND MAINTENANCE</b> <b>BIRMINGHAM WWTP</b> <b>PROCESS FLOW DIAGRAM</b>		<b>Operations Technology Group</b> Proj. 407798.1170 ADI 07-19-18 REF. J.Long REV BY:
	Operations Technology Group Proj. 407798.1170 ADI 07-19-18 REF. J.Long REV BY:		

Appendix – Sewer Extension Authority Supervised Program Reauthorization Letter



Mr. Terry Leeds, Director  
Kansas City Water  
4800 E. 63rd Street  
Kansas City, MO 64130

RE: Kansas City Sewer Extension Authority Program Reauthorization, ACT235,  
MO-0024911, Jackson County

Dear Mr. Leeds:

The Missouri Department of Natural Resources' Water Protection Program has reevaluated the Kansas City's Sewer Extension Authority Supervised Program (Program) and approved the reauthorization per 10 CSR 20-6.010(6). This Program delegates administrative responsibility of construction sewer extension permits to the City of Kansas City and reporting requirements are included in the associated Missouri State Operating Permits (MSOP).

The Program shall apply to construction permits for sewer extensions that discharge to the following MSOP(s):

- MO-0024911 [Kansas City- Blue River WWTF, Jackson County]
- MO-0024929 [Kansas City- Westside WWTF, Jackson County]
- MO-0048305 [Kansas City- Rock Branch WWTF, Clay County]
- MO-0048313 [Kansas City- Fishing River WWTF, Clay County]
- MO-0049531 [Kansas City- Birmingham WWTF, Clay County]
- MO-0024961 [Kansas City- Todd Creek WWTF, Platte County]

Kansas City shall act as the continuing authority for the constructed collection system.

This approval is granted until it is reauthorized during the operating permit renewal. Enclosed are the Program conditions, annual reporting requirements, and renewal reauthorization requirements. The Program annual report must be submitted to the Department by April 30 of each year.

This reauthorization does not supersede any requirements of the operating permit or enforcement actions. Nothing in this reauthorization removes any obligations to comply with county or other local ordinances or restrictions.

Mr. Leeds  
Page Two

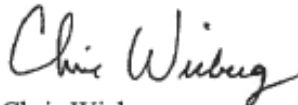
If you were adversely affected by this decision, you may be entitled to an appeal before the Administrative Hearing Commission (AHC) pursuant to 10 CSR 20-1.020 and Section 621.250, RSMo. To appeal, you must file a petition with the AHC within 30 days after the date this decision was mailed or the date it was delivered, whichever date was earlier. If any such petition is sent by registered mail or certified mail, it will be deemed filed on the date it is mailed; if it is sent by any method other than registered mail or certified mail, it will be deemed filed on the date it is received by the AHC. Contact information for the AHC is: Administrative Hearing Commission, United States Post Office Bldg., Third Floor, 131 West High Street, P.O. Box 1557, Jefferson City, MO 65102, Phone: 573-751-2422, Fax: 573-751-5018, and Website: [www.oa.mo.gov/ahc](http://www.oa.mo.gov/ahc).

If you have any questions concerning this matter, please contact Ms. Leasue Meyers, of the Water Protection Program by phone at 573-751-7906, or by email at [leasue.meyers@dnr.mo.gov](mailto:leasue.meyers@dnr.mo.gov) or by mail at Department of Natural Resources, P.O. Box 176, Jefferson City, MO 65102.

Thank you for your efforts to help ensure clean water in Missouri.

Sincerely,

WATER PROTECTION PROGRAM



Chris Wieberg  
Director

CW:lmr

Enclosure

- c: Ms. Sherri Irving, Kansas City Water  
Mr. Blake Anderson, PE, Kansas City Water  
Ms. Karine Papikian, PE, Kansas City Water  
Mr. Brant Farris, Domestic Wastewater Unit  
Mr. Scott Honig, Kansas City Regional Office

**SEWER EXTENSION AUTHORITY SUPERVISED PROGRAM  
REAUTHORIZATION**

**I. CONDITIONS:**

1. This approval is limited to sewer extensions proposed within Kansas City Water's boundaries for which the receiving wastewater treatment facility is owned, operated, and maintained by Kansas City.
2. Upon completion of accepted construction, Kansas City will become the continuing authority for the operation, maintenance, and modernization of the sewer extension.
3. Additional requirements may be necessary to comply with the requirements contained in 10 CSR 20-4, "Grants and Loans" when funding from the Department is requested.
4. Any updates to the Kansas City Water's Standard Specifications, signed and sealed on December 3, 2019 will require a subsequent review and approval by the Department.
  - A. This approval is limited to only wastewater components. Other items contained in this standard specification and details such as drinking water, roadways, structural, mechanical, electrical, etc. were not reviewed.
5. This approval may be reopened and modified to comply with any new or amended design regulations in 10 CSR 20-6.010 and 10 CSR 20-8.

**II. ANNUAL REPORTS:**

Kansas City must submit an annual report by April 30<sup>th</sup> of each year to the Engineering Section. The electronic submittals may be emailed to [DNR.WPPEngineerSection@dnr.mo.gov](mailto:DNR.WPPEngineerSection@dnr.mo.gov). The report shall contain the following for each sewer extension, per 10 CSR 20-6.010(6)(D)1:

1. Name of sewer extension;
2. Population or number of lots to be served;
3. Type of wastewater (i.e. domestic or industrial);
4. Design flow in gallons per day;

Kansas City Sewer Extension Authority  
Page Two

Activity No. ACT235

5. Length of sewer and force main;
6. Capacity of each pump station, if applicable;
7. The ultimate receiving wastewater treatment facility;
8. Date sewer extension permit is issued;
9. Date sewer extension construction is accepted; and
10. The remaining capacity of each wastewater treatment facility.

### **III. REAUTHORIZATION REQUEST:**

Kansas City must submit a request for reauthorization to the Engineering Section at least 180 days prior to the expiration date of the Kansas City Blue River Wastewater Treatment Facility Operating Permit, MO-0024911. The request shall contain the following, per 10 CSR 20-6.010(6)(E):

1. The current standard technical specifications and typical detail drawings signed, sealed, and dated by a Missouri registered professional engineer.
2. A current layout map, or maps, of the collection system or electronic demonstration. The map(s) shall show sewer sizes and lengths, manholes, cleanouts, pump stations, force mains, air release valves, other sewer appurtenances as necessary, and street names.
3. A list and current number of Missouri registered professional engineers and other qualified staff reviewing plans, issuing sewer extension permits, preparing reports, inspecting construction, and enforcing local and state requirements under the Program.
4. A written statement from Kansas City ensuring that permanent plans of all permitted and constructed sewer extensions records are maintained.

Leasue Meyers, EI  
Engineering Section  
[leasue.meyers@dnr.mo.gov](mailto:leasue.meyers@dnr.mo.gov)



STANDARD CONDITIONS FOR NPDES PERMITS  
ISSUED BY  
THE MISSOURI DEPARTMENT OF NATURAL RESOURCES  
MISSOURI CLEAN WATER COMMISSION  
REVISED  
AUGUST 1, 2014

These Standard Conditions incorporate permit conditions as required by 40 CFR 122.41 or other applicable state statutes or regulations. These minimum conditions apply unless superseded by requirements specified in the permit.

## Part I – General Conditions

### Section A – Sampling, Monitoring, and Recording

1. **Sampling Requirements.**
  - a. Samples and measurements taken for the purpose of monitoring shall be representative of the monitored activity.
  - b. All samples shall be taken at the outfall(s) or Missouri Department of Natural Resources (Department) approved sampling location(s), and unless specified, before the effluent joins or is diluted by any other body of water or substance.
2. **Monitoring Requirements.**
  - a. Records of monitoring information shall include:
    - i. The date, exact place, and time of sampling or measurements;
    - ii. The individual(s) who performed the sampling or measurements;
    - iii. The date(s) analyses were performed;
    - iv. The individual(s) who performed the analyses;
    - v. The analytical techniques or methods used; and
    - vi. The results of such analyses.
  - b. If the permittee monitors any pollutant more frequently than required by the permit at the location specified in the permit using test procedures approved under 40 CFR Part 136, or another method required for an industry-specific waste stream under 40 CFR subchapters N or O, the results of such monitoring shall be included in the calculation and reported to the Department with the discharge monitoring report data (DMR) submitted to the Department pursuant to Section B, paragraph 7.
3. **Sample and Monitoring Calculations.** Calculations for all sample and monitoring results which require averaging of measurements shall utilize an arithmetic mean unless otherwise specified in the permit.
4. **Test Procedures.** The analytical and sampling methods used shall conform to the reference methods listed in 10 CSR 20-7.015 unless alternates are approved by the Department. The facility shall use sufficiently sensitive analytical methods for detecting, identifying, and measuring the concentrations of pollutants. The facility shall ensure that the selected methods are able to quantify the presence of pollutants in a given discharge at concentrations that are low enough to determine compliance with Water Quality Standards in 10 CSR 20-7.031 or effluent limitations unless provisions in the permit allow for other alternatives. A method is “sufficiently sensitive” when; 1) the method minimum level is at or below the level of the applicable water quality criterion for the pollutant or, 2) the method minimum level is above the applicable water quality criterion, but the amount of pollutant in a facility’s discharge is high enough that the method detects and quantifies the level of pollutant in the discharge, or 3) the method has the lowest minimum level of the analytical methods approved under 10 CSR 20-7.015. These methods are also required for parameters that are listed as monitoring only, as the data collected may be used to determine if limitations need to be established. A permittee is responsible for working with their contractors to ensure that the analysis performed is sufficiently sensitive.
5. **Record Retention.** Except for records of monitoring information required by the permit related to the permittee’s sewage sludge use and disposal activities, which shall be retained for a period of at least five (5) years (or longer as required by 40 CFR part 503), the permittee shall retain records of all monitoring information, including all calibration and maintenance records and all original strip chart recordings for continuous monitoring instrumentation, copies of all reports required by the permit, and records of all data used to complete the application for the permit, for a period of at least three (3) years from the date of the sample, measurement, report or application. This period may be extended by request of the Department at any time.

6. **Illegal Activities.**
  - a. The Federal Clean Water Act provides that any person who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required to be maintained under the permit shall, upon conviction, be punished by a fine of not more than \$10,000, or by imprisonment for not more than two (2) years, or both. If a conviction of a person is for a violation committed after a first conviction of such person under this paragraph, punishment is a fine of not more than \$20,000 per day of violation, or by imprisonment of not more than four (4) years, or both.
  - b. The Missouri Clean Water Law provides that any person or who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required to be maintained pursuant to sections 644.006 to 644.141 shall, upon conviction, be punished by a fine of not more than \$10,000, or by imprisonment for not more than six (6) months, or by both. Second and successive convictions for violation under this paragraph by any person shall be punished by a fine of not more than \$50,000 per day of violation, or by imprisonment for not more than two (2) years, or both.

### Section B – Reporting Requirements

1. **Planned Changes.**
  - a. The permittee shall give notice to the Department as soon as possible of any planned physical alterations or additions to the permitted facility when:
    - i. The alteration or addition to a permitted facility may meet one of the criteria for determining whether a facility is a new source in 40 CFR 122.29(b); or
    - ii. The alteration or addition could significantly change the nature or increase the quantity of pollutants discharged. This notification applies to pollutants which are subject neither to effluent limitations in the permit, nor to notification requirements under 40 CFR 122.42;
    - iii. The alteration or addition results in a significant change in the permittee’s sludge use or disposal practices, and such alteration, addition, or change may justify the application of permit conditions that are different from or absent in the existing permit, including notification of additional use or disposal sites not reported during the permit application process or not reported pursuant to an approved land application plan;
  - iv. Any facility expansions, production increases, or process modifications which will result in a new or substantially different discharge or sludge characteristics must be reported to the Department 60 days before the facility or process modification begins. Notification may be accomplished by application for a new permit. If the discharge does not violate effluent limitations specified in the permit, the facility is to submit a notice to the Department of the changed discharge at least 30 days before such changes. The Department may require a construction permit and/or permit modification as a result of the proposed changes at the facility.
2. **Non-compliance Reporting.**
  - a. The permittee shall report any noncompliance which may endanger health or the environment. Relevant information shall be provided orally or via the current electronic method approved by the Department, within 24 hours from the time the permittee becomes aware of the circumstances, and shall be reported to the appropriate Regional Office during normal business hours or the Environmental Emergency Response hotline at 573-634-2436 outside of normal business hours. A written submission shall also be provided within five (5) business days of the time the permittee becomes aware of the circumstances. The written submission shall contain a description of the noncompliance and its cause; the period of noncompliance, including exact dates and times, and 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 reoccurrence of the noncompliance.





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- b. The following shall be included as information which must be reported within 24 hours under this paragraph.
    - i. Any unanticipated bypass which exceeds any effluent limitation in the permit.
    - ii. Any upset which exceeds any effluent limitation in the permit.
    - iii. Violation of a maximum daily discharge limitation for any of the pollutants listed by the Department in the permit required to be reported within 24 hours.
  - c. The Department may waive the written report on a case-by-case basis for reports under paragraph 2. b. of this section if the oral report has been received within 24 hours.
3. **Anticipated Noncompliance.** The permittee shall give advance notice to the Department of any planned changes in the permitted facility or activity which may result in noncompliance with permit requirements. The notice shall be submitted to the Department 60 days prior to such changes or activity.
  4. **Compliance Schedules.** Reports of compliance or noncompliance with, or any progress reports on, interim and final requirements contained in any compliance schedule of the permit shall be submitted no later than 14 days following each schedule date. The report shall provide an explanation for the instance of noncompliance and a proposed schedule or anticipated date, for achieving compliance with the compliance schedule requirement.
  5. **Other Noncompliance.** The permittee shall report all instances of noncompliance not reported under paragraphs 2, 3, and 6 of this section, at the time monitoring reports are submitted. The reports shall contain the information listed in paragraph 2. a. of this section.
  6. **Other Information.** Where the permittee becomes aware that it failed to submit any relevant facts in a permit application, or submitted incorrect information in a permit application or in any report to the Department, it shall promptly submit such facts or information.
  7. **Discharge Monitoring Reports.**
    - a. Monitoring results shall be reported at the intervals specified in the permit.
    - b. Monitoring results must be reported to the Department via the current method approved by the Department, unless the permittee has been granted a waiver from using the method. If the permittee has been granted a waiver, the permittee must use forms provided by the Department.
    - c. Monitoring results shall be reported to the Department no later than the 28<sup>th</sup> day of the month following the end of the reporting period.
- b. Notice.
    - i. Anticipated bypass. If the permittee knows in advance of the need for a bypass, it shall submit prior notice, if possible at least 10 days before the date of the bypass.
    - ii. Unanticipated bypass. The permittee shall submit notice of an unanticipated bypass as required in Section B – Reporting Requirements, paragraph 5 (24-hour notice).
  - c. Prohibition of bypass.
    - i. Bypass is prohibited, and the Department may take enforcement action against a permittee for bypass, unless:
      1. Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage;
      2. There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance; and
      3. The permittee submitted notices as required under paragraph 2. b. of this section.
    - ii. The Department may approve an anticipated bypass, after considering its adverse effects, if the Department determines that it will meet the three (3) conditions listed above in paragraph 2. c. i. of this section.
3. **Upset Requirements.**
    - a. Effect of an upset. An upset constitutes an affirmative defense to an action brought for noncompliance with such technology based permit effluent limitations if the requirements of paragraph 3. b. of this section are met. No determination made during administrative review of claims that noncompliance was caused by upset, and before an action for noncompliance, is final administrative action subject to judicial review.
    - b. Conditions necessary for a demonstration of upset. A permittee who wishes to establish the affirmative defense of upset shall demonstrate, through properly signed, contemporaneous operating logs, or other relevant evidence that:
      - i. An upset occurred and that the permittee can identify the cause(s) of the upset;
      - ii. The permitted facility was at the time being properly operated; and
      - iii. The permittee submitted notice of the upset as required in Section B – Reporting Requirements, paragraph 2. b. ii. (24-hour notice).
      - iv. The permittee complied with any remedial measures required under Section D – Administrative Requirements, paragraph 4.
    - c. Burden of proof. In any enforcement proceeding, the permittee seeking to establish the occurrence of an upset has the burden of proof.

## Section C – Bypass/Upset Requirements

1. **Definitions.**
  - a. *Bypass*: the intentional diversion of waste streams from any portion of a treatment facility, except in the case of blending.
  - b. *Severe Property Damage*: substantial physical damage to property, damage to the treatment facilities which causes them to become inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production.
  - c. *Upset*: an exceptional incident in which there is unintentional and temporary noncompliance with technology based permit effluent limitations because of factors beyond the reasonable control of the permittee. An upset does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, or careless or improper operation.
2. **Bypass Requirements.**
  - a. Bypass not exceeding limitations. The permittee may allow any bypass to occur which does not cause effluent limitations to be exceeded, but only if it also is for essential maintenance to assure efficient operation. These bypasses are not subject to the provisions of paragraphs 2. b. and 2. c. of this section.

## Section D – Administrative Requirements

1. **Duty to Comply.** The permittee must comply with all conditions of this permit. Any permit noncompliance constitutes a violation of the Missouri Clean Water Law and Federal Clean Water Act and is grounds for enforcement action; for permit termination, revocation and reissuance, or modification; or denial of a permit renewal application.
  - a. The permittee shall comply with effluent standards or prohibitions established under section 307(a) of the Federal Clean Water Act for toxic pollutants and with standards for sewage sludge use or disposal established under section 405(d) of the CWA within the time provided in the regulations that establish these standards or prohibitions or standards for sewage sludge use or disposal, even if the permit has not yet been modified to incorporate the requirement.
  - b. The Federal Clean Water Act provides that any person who violates section 301, 302, 306, 307, 308, 318 or 405 of the Act, or any permit condition or limitation implementing any such sections in a permit issued under section 402, or any requirement imposed in a pretreatment program approved under sections 402(a)(3) or 402(b)(8) of the Act, is subject to a civil penalty not to exceed \$25,000 per day for each violation. The Federal Clean Water Act provides that any person who negligently violates sections 301, 302, 306, 307, 308, 318, or 405 of the Act, or any condition or limitation implementing any of such sections in a permit issued under section 402 of the Act, or any requirement



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- imposed in a pretreatment program approved under section 402(a)(3) or 402(b)(8) of the Act, is subject to criminal penalties of \$2,500 to \$25,000 per day of violation, or imprisonment of not more than one (1) year, or both. In the case of a second or subsequent conviction for a negligent violation, a person shall be subject to criminal penalties of not more than \$50,000 per day of violation, or by imprisonment of not more than two (2) years, or both. Any person who knowingly violates such sections, or such conditions or limitations is subject to criminal penalties of \$5,000 to \$50,000 per day of violation, or imprisonment for not more than three (3) years, or both. In the case of a second or subsequent conviction for a knowing violation, a person shall be subject to criminal penalties of not more than \$100,000 per day of violation, or imprisonment of not more than six (6) years, or both. Any person who knowingly violates section 301, 302, 303, 306, 307, 308, 318 or 405 of the Act, or any permit condition or limitation implementing any of such sections in a permit issued under section 402 of the Act, and who knows at that time that he thereby places another person in imminent danger of death or serious bodily injury, shall, upon conviction, be subject to a fine of not more than \$250,000 or imprisonment of not more than 15 years, or both. In the case of a second or subsequent conviction for a knowing endangerment violation, a person shall be subject to a fine of not more than \$500,000 or by imprisonment of not more than 30 years, or both. An organization, as defined in section 309(c)(3)(B)(iii) of the CWA, shall, upon conviction of violating the imminent danger provision, be subject to a fine of not more than \$1,000,000 and can be fined up to \$2,000,000 for second or subsequent convictions.
- c. Any person may be assessed an administrative penalty by the EPA Director for violating section 301, 302, 306, 307, 308, 318 or 405 of this Act, or any permit condition or limitation implementing any of such sections in a permit issued under section 402 of this Act. Administrative penalties for Class I violations are not to exceed \$10,000 per violation, with the maximum amount of any Class I penalty assessed not to exceed \$25,000. Penalties for Class II violations are not to exceed \$10,000 per day for each day during which the violation continues, with the maximum amount of any Class II penalty not to exceed \$125,000.
- d. It is unlawful for any person to cause or permit any discharge of water contaminants from any water contaminant or point source located in Missouri in violation of sections 644.006 to 644.141 of the Missouri Clean Water Law, or any standard, rule or regulation promulgated by the commission. In the event the commission or the director determines that any provision of sections 644.006 to 644.141 of the Missouri Clean Water Law or standard, rules, limitations or regulations promulgated pursuant thereto, or permits issued by, or any final abatement order, other order, or determination made by the commission or the director, or any filing requirement pursuant to sections 644.006 to 644.141 of the Missouri Clean Water Law or any other provision which this state is required to enforce pursuant to any federal water pollution control act, is being, was, or is in imminent danger of being violated, the commission or director may cause to have instituted a civil action in any court of competent jurisdiction for the injunctive relief to prevent any such violation or further violation or for the assessment of a penalty not to exceed \$10,000 per day for each day, or part thereof, the violation occurred and continues to occur, or both, as the court deems proper. Any person who willfully or negligently commits any violation in this paragraph shall, upon conviction, be punished by a fine of not less than \$2,500 nor more than \$25,000 per day of violation, or by imprisonment for not more than one year, or both. Second and successive convictions for violation of the same provision of this paragraph by any person shall be punished by a fine of not more than \$50,000 per day of violation, or by imprisonment for not more than two (2) years, or both.
2. **Duty to Reapply.**
- a. If the permittee wishes to continue an activity regulated by this permit after the expiration date of this permit, the permittee must apply for and obtain a new permit.
- b. A permittee with a currently effective site-specific permit shall submit an application for renewal at least 180 days before the expiration date of the existing permit, unless permission for a later date has been granted by the Department. (The Department shall not grant permission for applications to be submitted later than the expiration date of the existing permit.)
- c. A permittee with currently effective general permit shall submit an application for renewal at least 30 days before the existing permit expires, unless the permittee has been notified by the Department that an earlier application must be made. The Department may grant permission for a later submission date. (The Department shall not grant permission for applications to be submitted later than the expiration date of the existing permit.)
3. **Need to Halt or Reduce Activity Not a Defense.** It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit.
4. **Duty to Mitigate.** The permittee shall take all reasonable steps to minimize or prevent any discharge or sludge use or disposal in violation of this permit which has a reasonable likelihood of adversely affecting human health or the environment.
5. **Proper Operation and Maintenance.** The permittee shall at all times properly operate and maintain all facilities and systems of treatment and control (and related appurtenances) which are installed or used by the permittee to achieve compliance with the conditions of this permit. Proper operation and maintenance also includes adequate laboratory controls and appropriate quality assurance procedures. This provision requires the operation of back-up or auxiliary facilities or similar systems which are installed by a permittee only when the operation is necessary to achieve compliance with the conditions of the permit.
6. **Permit Actions.**
- a. Subject to compliance with statutory requirements of the Law and Regulations and applicable Court Order, this permit may be modified, suspended, or revoked in whole or in part during its term for cause including, but not limited to, the following:
- i. Violations of any terms or conditions of this permit or the law;
- ii. Having obtained this permit by misrepresentation or failure to disclose fully any relevant facts;
- iii. A change in any circumstances or conditions that requires either a temporary or permanent reduction or elimination of the authorized discharge; or
- iv. Any reason set forth in the Law or Regulations.
- b. The filing of a request by the permittee for a permit modification, revocation and reissuance, or termination, or a notification of planned changes or anticipated noncompliance does not stay any permit condition.
7. **Permit Transfer.**
- a. Subject to 10 CSR 20-6.010, an operating permit may be transferred upon submission to the Department of an application to transfer signed by the existing owner and the new owner, unless prohibited by the terms of the permit. Until such time the permit is officially transferred, the original permittee remains responsible for complying with the terms and conditions of the existing permit.
- b. The Department may require modification or revocation and reissuance of the permit to change the name of the permittee and incorporate such other requirements as may be necessary under the Missouri Clean Water Law or the Federal Clean Water Act.
- c. The Department, within 30 days of receipt of the application, shall notify the new permittee of its intent to revoke or reissue or transfer the permit.
8. **Toxic Pollutants.** The permittee shall comply with effluent standards or prohibitions established under section 307(a) of the Federal Clean Water Act for toxic pollutants and with standards for sewage sludge use or disposal established under section 405(d) of the Federal Clean Water Act within the time provided in the regulations that establish these standards or prohibitions or standards for sewage sludge use or disposal, even if the permit has not yet been modified to incorporate the requirement.
9. **Property Rights.** This permit does not convey any property rights of any sort, or any exclusive privilege.



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10. **Duty to Provide Information.** The permittee shall furnish to the Department, within a reasonable time, any information which the Department may request to determine whether cause exists for modifying, revoking and reissuing, or terminating this permit or to determine compliance with this permit. The permittee shall also furnish to the Department upon request, copies of records required to be kept by this permit.
11. **Inspection and Entry.** The permittee shall allow the Department, or an authorized representative (including an authorized contractor acting as a representative of the Department), upon presentation of credentials and other documents as may be required by law, to:
  - a. Enter upon the permittee's premises where a regulated facility or activity is located or conducted, or where records must be kept under the conditions of the permit;
  - b. Have access to and copy, at reasonable times, any records that must be kept under the conditions of this permit;
  - c. Inspect at reasonable times any facilities, equipment (including monitoring and control equipment), practices, or operations regulated or required under this permit; and
  - d. Sample or monitor at reasonable times, for the purposes of assuring permit compliance or as otherwise authorized by the Federal Clean Water Act or Missouri Clean Water Law, any substances or parameters at any location.
12. **Closure of Treatment Facilities.**
  - a. Persons who cease operation or plan to cease operation of waste, wastewater, and sludge handling and treatment facilities shall close the facilities in accordance with a closure plan approved by the Department.
  - b. Operating Permits under 10 CSR 20-6.010 or under 10 CSR 20-6.015 are required until all waste, wastewater, and sludges have been disposed of in accordance with the closure plan approved by the Department and any disturbed areas have been properly stabilized. Disturbed areas will be considered stabilized when perennial vegetation, pavement, or structures using permanent materials cover all areas that have been disturbed. Vegetative cover, if used, shall be at least 70% plant density over 100% of the disturbed area.
13. **Signatory Requirement.**
  - a. All permit applications, reports required by the permit, or information requested by the Department shall be signed and certified. (See 40 CFR 122.22 and 10 CSR 20-6.010)
  - b. The Federal Clean Water Act provides that any person who knowingly makes any false statement, representation, or certification in any record or other document submitted or required to be maintained under this permit, including monitoring reports or reports of compliance or non-compliance shall, upon conviction, be punished by a fine of not more than \$10,000 per violation, or by imprisonment for not more than six (6) months per violation, or by both.
  - c. The Missouri Clean Water Law provides that any person who knowingly makes any false statement, representation or certification in any application, record, report, plan, or other document filed or required to be maintained pursuant to sections 644.006 to 644.141 shall, upon conviction, be punished by a fine of not more than ten thousand dollars, or by imprisonment for not more than six months, or by both.
14. **Severability.** The provisions of the permit are severable, and if any provision of the permit, or the application of any provision of the permit to any circumstance, is held invalid, the application of such provision to other circumstances, and the remainder of the permit, shall not be affected thereby.



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REVISED  
MAY 1, 2013

PART II - SPECIAL CONDITIONS – PUBLICLY OWNED  
TREATMENT WORKS  
SECTION A – INDUSTRIAL USERS

**1. Definitions**

Definitions as set forth in the Missouri Clean Water Laws and approved by the Missouri Clean Water Commission shall apply to terms used herein.

Significant Industrial User (SIU). Except as provided in the *General Pretreatment Regulation* 10 CSR 20-6.100, the term Significant Industrial User means:

1. All Industrial Users subject to Categorical Pretreatment Standards; and
2. Any other Industrial User that: discharges an average of 25,000 gallons per day or more of process wastewater to the Publicly-Owned Treatment Works (POTW) (excluding sanitary, noncontact cooling and boiler blowdown wastewater); contributes a process wastestream which makes up 5 percent or more of the average dry weather hydraulic or organic capacity of the POTW treatment plant; or is designated as such by the Control Authority on the basis that the Industrial User has a reasonable potential for adversely affecting the POTW's or for violating any Pretreatment Standard or requirement.

Clean Water Act (CWA) is the the federal Clean Water Act of 1972, 33 U.S.C. § 1251 et seq. (2002).

**2. Identification of Industrial Discharges**

Pursuant to 40 CFR 122.44(j)(1), all POTWs shall identify, in terms of character and volume of pollutants, any Significant Industrial Users discharging to the POTW subject to Pretreatment Standards under section 307(b) of the CWA and 40 CFR 403.

**3. Application Information**

Applications for renewal or modification of this permit must contain the information about industrial discharges to the POTW pursuant to 40 CFR 122.21(j)(6)

**4. Notice to the Department**

Pursuant to 40 CFR 122.42(b), all POTWs must provide adequate notice of the following:

1. Any new introduction of pollutants into the POTW from an indirect discharger which would be subject to section 301 or 306 of CWA if it were directly discharging these pollutants; and
2. Any substantial change into the volume or character of pollutants being introduced into that POTW by a source introducing pollutants into the POTW at the time of issuance of the permit.
3. For purposes of this paragraph, adequate notice shall include information on:
  - i. the quality and quantity of effluent introduced into the POTW, and
  - ii. any anticipated impact of the change on the quantity or quality of effluent to be discharged from the POTW.

For POTWs without an approved pretreatment program, the notice of industrial discharges which was not included in the permit application shall be made as soon as practicable. For POTWs with an approved pretreatment program, notice is to be included in the annual pretreatment report required in the special conditions of this permit. Notice may be sent to:

Missouri Department of Natural Resources  
Water Protection Program  
Attn: Pretreatment Coordinator  
P.O. Box 176  
Jefferson City, MO 65102

**STANDARD CONDITIONS FOR NPDES PERMITS  
ISSUED BY  
THE MISSOURI DEPARTMENT OF NATURAL RESOURCES  
MISSOURI CLEAN WATER COMMISSION  
August 1, 2019**

**PART III – BIOSOLIDS AND SLUDGE FROM DOMESTIC TREATMENT FACILITIES**

**SECTION A – GENERAL REQUIREMENTS**

1. PART III Standard Conditions pertain to biosolids and sludge requirements under the Missouri Clean Water Law and regulations for domestic and municipal wastewater and also incorporates federal sludge disposal requirements under 40 CFR Part 503 for domestic wastewater. The Environmental Protection Agency (EPA) has principal authority for permitting and enforcement of the federal sludge regulations under 40 CFR Part 503 for domestic biosolids and sludge.
2. PART III Standard Conditions apply only to biosolids and sludge generated at domestic wastewater treatment facilities, including public owned treatment works (POTW) and privately owned facilities.
3. Biosolids and Sludge Use and Disposal Practices:
  - a. The permittee is authorized to operate the biosolids and sludge generating, treatment, storage, use, and disposal facilities listed in the facility description of this permit.
  - b. The permittee shall not exceed the design sludge/biosolids volume listed in the facility description and shall not use biosolids or sludge disposal methods that are not listed in the facility description, without prior approval of the permitting authority.
  - c. For facilities operating under general operating permits that incorporate Standard Conditions PART III, the facility is authorized to operate the biosolids and sludge generating, treatment, storage, use and disposal facilities identified in the original operating permit application, subsequent renewal applications or subsequent written approval by the department.
4. Biosolids or Sludge Received from other Facilities:
  - a. Permittees may accept domestic wastewater biosolids or sludge from other facilities as long as the permittee's design sludge capacity is not exceeded and the treatment facility performance is not impaired.
  - b. The permittee shall obtain a signed statement from the biosolids or sludge generator or hauler that certifies the type and source of the sludge
5. Nothing in this permit precludes the initiation of legal action under local laws, except to the extent local laws are preempted by state law.
6. This permit does not preclude the enforcement of other applicable environmental regulations such as odor emissions under the Missouri Air Pollution Control Law and regulations.
7. This permit may (after due process) be modified, or alternatively revoked and reissued, to comply with any applicable biosolids or sludge disposal standard or limitation issued or approved under Section 405(d) of the Clean Water Act or under Chapter 644 RSMo.
8. In addition to Standard Conditions PART III, the Department may include biosolids and sludge limitations in the special conditions portion or other sections of a site specific permit.
9. Exceptions to Standard Conditions PART III may be authorized on a case-by-case basis by the Department, as follows:
  - a. The Department may modify a site-specific permit following permit notice provisions as applicable under 10 CSR 20-6.020, 40 CFR § 124.10, and 40 CFR § 501.15(a)(2)(ix)(E).
  - b. Exceptions cannot be granted where prohibited by the federal sludge regulations under 40 CFR Part 503.

## **SECTION B – DEFINITIONS**

1. Best Management Practices are practices to prevent or reduce the pollution of waters of the state and include agronomic loading rates (nitrogen based), soil conservation practices, spill prevention and maintenance procedures and other site restrictions.
2. Biosolids means organic fertilizer or soil amendment produced by the treatment of domestic wastewater sludge.
3. Biosolids land application facility is a facility where biosolids are spread onto the land at agronomic rates for production of food, feed or fiber. The facility includes any structures necessary to store the biosolids until soil, weather, and crop conditions are favorable for land application.
4. Class A biosolids means a material that has met the Class A pathogen reduction requirements or equivalent treatment by a Process to Further Reduce Pathogens (PFRP) in accordance with 40 CFR Part 503.
5. Class B biosolids means a material that has met the Class B pathogen reduction requirements or equivalent treatment by a Process to Significantly Reduce Pathogens (PSRP) in accordance with 40 CFR Part 503.
6. Domestic wastewater means wastewater originating from the sanitary conveniences of residences, commercial buildings, factories and institutions; or co-mingled sanitary and industrial wastewater processed by a (POTW) or a privately owned facility.
7. Feed crops are crops produced primarily for consumption by animals.
8. Fiber crops are crops such as flax and cotton.
9. Food crops are crops consumed by humans which include, but is not limited to, fruits, vegetables and tobacco.
10. Industrial wastewater means any wastewater, also known as process wastewater, not defined as domestic wastewater. Per 40 CFR Part 122.2, process wastewater means any water which, during manufacturing or processing, comes into direct contact with or results from the production or use of any raw material, intermediate product, finished product, byproduct, or waste product. Land application of industrial wastewater, residuals or sludge is not authorized by Standard Conditions PART III.
11. Mechanical treatment plants are wastewater treatment facilities that use mechanical devices to treat wastewater, including, sand filters, extended aeration, activated sludge, contact stabilization, trickling filters, rotating biological contact systems, and other similar facilities. It does not include wastewater treatment lagoons or constructed wetlands for wastewater treatment.
12. Plant Available Nitrogen (PAN) is nitrogen that will be available to plants during the growing seasons after biosolids application.
13. Public contact site is land with a high potential for contact by the public. This includes, but is not limited to, public parks, ball fields, cemeteries, plant nurseries, turf farms, and golf courses.
14. Sludge is the solid, semisolid, or liquid residue removed during the treatment of wastewater. Sludge includes septage removed from septic tanks or equivalent facilities. Sludge does not include carbon coal byproducts (CCBs), sewage sludge incinerator ash, or grit/screenings generated during preliminary treatment of domestic sewage.
15. Sludge lagoon is part of a mechanical wastewater treatment facility. A sludge lagoon is an earthen or concrete lined basin that receives sludge that has been removed from a wastewater treatment facility. It does not include a wastewater treatment lagoon or sludge treatment units that are not a part of a mechanical wastewater treatment facility.
16. Septage is the sludge pumped from residential septic tanks, cesspools, portable toilets, Type III marine sanitation devices, or similar treatment works such as sludge holding structures from residential wastewater treatment facilities with design populations of less than 150 people. Septage does not include grease removed from grease traps at a restaurant or material removed from septic tanks and other similar treatment works that have received industrial wastewater. The standard for biosolids from septage is different from other sludges. See Section H for more information.

## **SECTION C – MECHANICAL WASTEWATER TREATMENT FACILITIES**

1. Biosolids or sludge shall be routinely removed from wastewater treatment facilities and handled according to the permit facility description and the requirements of Standard Conditions PART III or in accordance with Section A.3.c., above.
2. The permittee shall operate storage and treatment facilities, as defined by Section 644.016(23), RSMo, so that there is no biosolids or sludge discharged to waters of the state. Agricultural storm water discharges are exempt under the provisions of Section 644.059, RSMo.
3. Mechanical treatment plants shall have separate biosolids or sludge storage compartments in accordance with 10 CSR 20, Chapter 8. Failure to remove biosolids or sludge from these storage compartments on the required design schedule is a violation of this permit.

## **SECTION D – BIOSOLIDS OR SLUDGE DISPOSED AT OTHER TREATMENT FACILITY OR BY CONTRACT HAULER**

1. Permittees that use contract haulers, under the authority of their operating permit, to dispose of biosolids or sludge, are responsible for compliance with all the terms of this permit. Contract haulers that assume the responsibility of the final disposal of biosolids or sludge, including biosolids land application, must obtain a Missouri State Operating Permit unless the hauler transports the biosolids or sludge to another permitted treatment facility.
2. Testing of biosolids or sludge, other than total solids content, is not required if biosolids or sludge are hauled to a permitted wastewater treatment facility, unless it is required by the accepting facility.



## **SECTION E – INCINERATION OF SLUDGE**

1. Please be aware that sludge incineration facilities may be subject to the requirements of 40 CFR Part 503 Subpart E, Missouri Air Conservation Commission regulations under 10 CSR 10, and solid waste management regulations under 10 CSR 80, as applicable.
2. Permittee may be authorized under the facility description of this permit to store incineration ash in lagoons or ash ponds. This permit does not authorize the disposal of incineration ash. Incineration ash shall be disposed in accordance with 10 CSR 80; or, if the ash is determined to be hazardous, with 10 CSR 25.
3. In addition to normal sludge monitoring, incineration facilities shall report the following as part of the annual report, mass of sludge incinerated and mass of ash generated. Permittee shall also provide the name of the ash disposal facility and permit number if applicable.

## **SECTION F – SURFACE DISPOSAL SITES AND BIOSOLIDS AND SLUDGE LAGOONS**

1. Please be aware that surface disposal sites of biosolids or sludge from wastewater treatment facilities may be subject to other laws including the requirements in 40 CFR Part 503 Subpart C, Missouri Air Conservation Commission regulations under 10 CSR 10, and solid waste management regulations under 10 CSR 80, as applicable.
2. Biosolids or sludge storage lagoons are temporary facilities and are not required to obtain a permit as a solid waste management facility under 10 CSR 80. In order to maintain biosolids or sludge storage lagoons as storage facilities, accumulated biosolids or sludge must be removed routinely, but not less than once every two years unless an alternate schedule is approved in the permit. The amount of biosolids or sludge removed will be dependent on biosolids or sludge generation and accumulation in the facility. Enough biosolids or sludge must be removed to maintain adequate storage capacity in the facility.
  - a. In order to avoid damage to the lagoon seal during cleaning, the permittee may leave a layer of biosolids or sludge on the bottom of the lagoon, upon prior approval of the Department; or
  - b. Permittee shall close the lagoon in accordance with Section I.

## **SECTION G – LAND APPLICATION OF BIOSOLIDS**

1. The permittee shall not land apply biosolids unless land application is authorized in the facility description, the special conditions of the issued NPDES permit, or in accordance with Section A.3.c., above.
2. This permit only authorizes “Class A” or “Class B” biosolids derived from domestic wastewater to be land applied onto grass land, crop land, timber, or other similar agricultural or silviculture lands at rates suitable for beneficial use as organic fertilizer and soil conditioner.
3. Class A Biosolids Requirements: Biosolids shall meet Class A requirements for application to public contact sites, residential lawns, home gardens or sold and/or given away in a bag or other container.
4. Class B biosolids that are land applied to agricultural and public contact sites shall comply with the following restrictions:
  - a. Food crops that touch the biosolids/soil mixture and are totally above the land surface shall not be harvested for 14 months after application of biosolids.
  - b. Food crops below the surface of the land shall not be harvested for 20 months after application of biosolids when the biosolids remain on the land surface for four months or longer prior to incorporation into the soil.
  - c. Food crops below the surface of the land shall not be harvested for 38 months after application of biosolids when the biosolids remain on the land surface for less than four months prior to incorporation into the soil.
  - d. Animal grazing shall not be allowed for 30 days after application of biosolids.
  - e. Food crops, feed crops, and fiber crops shall not be harvested for 30 days after application of biosolids.
  - f. Turf shall not be harvested for one year after application of biosolids if used for lawns or high public contact sites in close proximity to populated areas such as city parks or golf courses.
  - g. After Class B biosolids have been land applied to public contact sites with high potential for public exposure, as defined in 40 CFR § 503.31, such as city parks or golf courses, access must be restricted for 12 months.
  - h. After Class B biosolids have been land applied public contact sites with low potential for public exposure as defined in 40 CFR § 503.31, such as a rural land application or reclamation sites, access must be restricted for 30 days.
5. Pollutant limits
  - a. Biosolids shall be monitored to determine the quality for regulated pollutants listed in Table 1, below. Limits for any pollutants not listed below may be established in the permit.
  - b. The number of samples taken is directly related to the amount of biosolids or sludge produced by the facility (See Section J, below). Samples should be taken only during land application periods. When necessary, it is permissible to mix biosolids with lower concentrations of biosolids as well as other suitable Department approved material to achieve pollutant concentration below those identified in Table 1, below.
  - c. Table 1 gives the ceiling concentration for biosolids. Biosolids which exceed the concentrations in Table 1 may not be land applied.

**TABLE 1**

Biosolids ceiling concentration	
Pollutant	Milligrams per kilogram dry weight
Arsenic	75
Cadmium	85
Copper	4,300
Lead	840
Mercury	57
Molybdenum	75
Nickel	420
Selenium	100
Zinc	7,500

- d. Table 2 below gives the low metal concentration for biosolids. Because of its higher quality, biosolids with pollutant concentrations below those listed in Table 2 can safely be applied to agricultural land, forest, public contact sites, lawns, home gardens or be given away without further analysis. Biosolids containing metals in concentrations above the low metals concentrations but below the ceiling concentration limits may be land applied but shall not exceed the annual loading rates in Table 3 and the cumulative loading rates in Table 4. The permittee is required to track pollutant loading onto application sites for parameters that have exceeded the low metal concentration limits.

**TABLE 2**

Biosolids Low Metal Concentration	
Pollutant	Milligrams per kilogram dry weight
Arsenic	41
Cadmium	39
Copper	1,500
Lead	300
Mercury	17
Nickel	420
Selenium	100
Zinc	2,800

- e. Annual pollutant loading rate.

**Table 3**

Biosolids Annual Loading Rate	
Pollutant	Kg/ha (lbs./ac) per year
Arsenic	2.0 (1.79)
Cadmium	1.9 (1.70)
Copper	75 (66.94)
Lead	15 (13.39)
Mercury	0.85 (0.76)
Nickel	21 (18.74)
Selenium	5.0 (4.46)
Zinc	140 (124.96)

- f. Cumulative pollutant loading rates.

**Table 4**

Biosolids Cumulative Pollutant Loading Rate	
Pollutant	Kg/ha (lbs./ac)
Arsenic	41 (37)
Cadmium	39 (35)
Copper	1500 (1339)
Lead	300 (268)
Mercury	17 (15)
Nickel	420 (375)
Selenium	100 (89)
Zinc	2800 (2499)

6. Best Management Practices. The permittee shall use the following best management practices during land application activities to prevent the discharge of biosolids to waters of the state.
- Biosolids shall not be applied to the land if it is likely to adversely affect a threatened or endangered species listed under § 4 of the Endangered Species Act or its designated critical habitat.
  - Apply biosolids only at the agronomic rate of nitrogen needed (see 5.c. of this section).
  - The applicator must document the Plant Available Nitrogen (PAN) loadings, available nitrogen in the soil, and crop



nitrogen removal when either of the following occurs: 1) When biosolids are greater than 50,000 mg/kgTN; or 2) When biosolids are land applied at an application rate greater than two dry tons per acre per year.

- i. PAN can be determined as follows:  
(Nitrate + nitrite nitrogen) + (organic nitrogen x 0.2) + (ammonia nitrogen x volatilization factor<sup>1</sup>).  
<sup>1</sup> Volatilization factor is 0.7 for surface application and 1 for subsurface application. Alternative volatilization factors and mineralization rates can be utilized on a case-by-case basis.
  - ii. Crop nutrient production/removal to be based on crop specific nitrogen needs and realistic yield goals. **NOTE:** There are a number of reference documents on the Missouri Department of Natural Resources website that are informative to implement best management practices in the proper management of biosolids, including crop specific nitrogen needs, realistic yields on a county by county basis and other supporting references.
  - iii. Biosolids that are applied at agronomic rates shall not cause the annual pollutant loading rates identified in Table 3 to be exceeded.
- d. Buffer zones are as follows:
- i. 300 feet of a water supply well, sinkhole, water supply reservoir or water supply intake in a stream;
  - ii. 300 feet of a losing stream, no discharge stream, stream stretches designated for whole body contact recreation, wild and scenic rivers, Ozark National Scenic Riverways or outstanding state resource waters as listed in the Water Quality Standards, 10 CSR 20-7.031;
  - iii. 150 feet of dwellings or public use areas;
  - iv. 100 feet (35 feet if biosolids application is down-gradient or the buffer zone is entirely vegetated) of lake, pond, wetlands or gaining streams (perennial or intermittent);
  - v. 50 feet of a property line. Buffer distances from property lines may be waived with written permission from neighboring property owner.
  - vi. For the application of dry, cake or liquid biosolids that are subsurface injected, buffer zones identified in 5.d.i. through 5.d.iii above, may be reduced to 100 feet. The buffer zone may be reduced to 35 feet if the buffer zone is permanently vegetated. Subsurface injection does not include methods or technology reflective of combination surface/shallow soil incorporation.
- e. Slope limitation for application sites are as follows:
- i. For slopes less than or equal to 6 percent, no rate limitation;
  - ii. Applied to a slope 7 to 12 percent, the applicator may apply biosolids when soil conservation practices are used to meet the minimum erosion levels;
  - iii. Slopes > 12 percent, apply biosolids only when grass is vegetated and maintained with at least 80 percent ground cover at a rate of two dry tons per acre per year or less.
  - iv. Dry, cake or liquid biosolids that are subsurface injected, may be applied on slopes not to exceed 20 percent. Subsurface injection does not include the use of methods or technology reflective of combination surface/shallow soil incorporation.
- f. No biosolids may be land applied in an area that it is reasonably certain that pollutants will be transported into waters of the state.
- g. Biosolids may be land applied to sites with soil that are snow covered, frozen, or saturated with liquid when site restrictions or other controls are provided to prevent pollutants from being discharged to waters of the state during snowmelt or stormwater runoff. During inclement weather or unfavorable soil conditions use the following management practices:
- i. A maximum field slope of 6% and a minimum 300 feet grass buffer between the application site and waters of the state. A 35 feet grass buffer may be utilized for the application of dry, cake or liquid biosolids that are subsurface injected. Subsurface injection does not include the use of methods or technology reflective of combination surface/shallow soil incorporation;
  - ii. A maximum field slope of 2% and 100 feet grass buffer between the application site and waters of the state. A 35 feet grass buffer may be used for the application of dry, cake or liquid biosolids that are subsurface injected. Subsurface injection does not include the use of methods or technology reflective of combination surface/shallow soil incorporation;
  - iii. Other best management practices approved by the Department.

## SECTION H – SEPTAGE

1. Haulers that land apply septage must obtain a state permit. An operating permit is not required for septage haulers who transport septage to another permitted treatment facility for disposal.
2. Do not apply more than 30,000 gallons of septage per acre per year or the volume otherwise stipulated in the operating permit.
3. Septic tanks are designed to retain sludge for one to three years which will allow for a larger reduction in pathogens and vectors, as compared to mechanical treatment facilities.
4. Septage must comply with Class B biosolids regarding pathogen and vector attraction reduction requirements before it may be applied to crops, pastures or timberland. To meet required pathogen and vector reduction requirements, mix 50 pounds of hydrated lime for every 1,000 gallons of septage and maintain a septage pH of at least 12 pH standard units for 30 minutes or more prior to application.
5. Lime is to be added to the pump truck and not directly to the septic tanks, as lime would harm the beneficial bacteria of the septic tank.
6. As residential septage contains relatively low levels of metals, the testing of metals in septage is not required.

## SECTION I – CLOSURE REQUIREMENTS

1. This section applies to all wastewater facilities (mechanical and lagoons) and sludge or biosolids storage and treatment facilities. It does not apply to land application sites.
2. Permittees of a domestic wastewater facility who plan to cease operation must obtain Department approval of a closure plan which addresses proper removal and disposal of all sludges and/or biosolids. Permittee must maintain this permit until the facility is closed in accordance with the approved closure plan per 10 CSR 20 – 6.010 and 10 CSR 20 – 6.015.
3. Biosolids or sludge that are left in place during closure of a lagoon or earthen structure or ash pond shall not exceed the agricultural loading rates as follows:
  - a. Biosolids and sludge shall meet the monitoring and land application limits for agricultural rates as referenced in Section G, above.
  - b. If a wastewater treatment lagoon has been in operation for 15 years or more without sludge removal, the sludge in the lagoon qualifies as a Class B biosolids with respect to pathogens due to anaerobic digestion, and testing for fecal coliform is not required. For other lagoons, testing for fecal coliform is required to show compliance with Class B biosolids limitations. In order to reach Class B biosolids requirements, fecal coliform must be less than 2,000,000 colony forming units or 2,000,000 most probable number. All fecal samples must be presented as geometric mean per gram.
  - c. The allowable nitrogen loading that may be left in the lagoon shall be based on the plant available nitrogen (PAN) loading. For a grass cover crop, the allowable PAN is 300 pounds/acre. Alternative, site-specific application rates may be included in the closure plan for department consideration.
    - i. PAN can be determined as follows:  
(Nitrate + nitrite nitrogen) + (organic nitrogen x 0.2) + (ammonia nitrogen x volatilization factor<sup>1</sup>).  
<sup>1</sup> Volatilization factor is 0.7 for surface application and 1 for subsurface application. Alternative volatilization factors and mineralization rates can be utilized on a case-by-case basis
4. Domestic wastewater treatment lagoons with a design treatment capacity less than or equal to 150 persons, are “similar treatment works” under the definition of septage. Therefore the sludge within the lagoons may be treated as septage during closure activities. See Section B, above. Under the septage category, residuals may be left in place as follows:
  - a. Testing for metals or fecal coliform is not required.
  - b. If the wastewater treatment lagoon has been in use for less than 15 years, mix lime with the sludge at a rate of 50 pounds of hydrated lime per 1000 gallons (134 cubic feet) of sludge.
  - c. The amount of sludge that may be left in the lagoon shall be based on the plant available nitrogen (PAN) loading. 100 dry tons/acre of sludge may be left in the basin without testing for nitrogen. If 100 dry tons/acre or more will be left in the lagoon, test for nitrogen and determine the PAN using the calculation above. Allowable PAN loading is 300 pounds/acre.
5. Biosolids or sludge left within the domestic lagoon shall be mixed with soil on at least a 1 to 1 ratio, and unless otherwise approved, the lagoon berm shall be demolished, and the site shall be graded and contain  $\geq 70\%$  vegetative density over 100% of the site so as to avoid ponding of storm water and provide adequate surface water drainage without creating erosion. Alternative biosolids or sludge and soil mixing ratios may be included in the closure plan for department consideration.
6. Lagoon and earthen structure closure activities shall obtain a storm water permit for land disturbance activities that equal or exceed one acre in accordance with 10 CSR 20-6.200.
7. When closing a mechanical wastewater plant, all biosolids or sludge must be cleaned out and disposed of in accordance with the Department approved closure plan before the permit for the facility can be terminated.
  - a. Land must be stabilized which includes any grading, alternate use or fate upon approval by the Department, remediation, or other work that exposes sediment to stormwater per 10 CSR 20-6.200. The site shall be graded and contain  $\geq 70\%$  vegetative density over 100% of the site, so as to avoid ponding of storm water and provide adequate

- surface water drainage without creating erosion.
  - b. Hazardous Waste shall not be land applied or disposed during mechanical plant closures unless in accordance with Missouri Hazardous Waste Management Law and Regulations pursuant to 10 CSR 25.
  - c. After demolition of the mechanical plant, the site must only contain clean fill defined in Section 260.200.1(6) RSMo as uncontaminated soil, rock, sand, gravel, concrete, asphaltic concrete, cinderblocks, brick, minimal amounts of wood and metal, and inert solids as approved by rule or policy of the Department for fill, reclamation, or other beneficial use. Other solid wastes must be removed.
8. If biosolids or sludge from the domestic lagoon or mechanical treatment plant exceeds agricultural rates under Section G and/or I, a landfill permit or solid waste disposal permit must be obtained if the permittee chooses to seek authorization for on-site sludge disposal under the Missouri Solid Waste Management Law and regulations per 10 CSR 80, and the permittee must comply with the surface disposal requirements under 40 CFR Part 503, Subpart C.

**SECTION J – MONITORING FREQUENCY**

1. At a minimum, biosolids or sludge shall be tested for volume and percent total solids on a frequency that will accurately represent sludge quantities produced and disposed. Please see the table below.

**TABLE 5**

Biosolids or Sludge produced and disposed (Dry Tons per Year)	Monitoring Frequency (See Notes 1, and 2)		
	Metals, Pathogens and Vectors, Total Phosphorus, Total Potassium	Nitrogen TKN, Nitrogen PAN <sup>1</sup>	Priority Pollutants <sup>2</sup>
319 or less	1/year	1 per month	1/year
320 to 1650	4/year	1 per month	1/year
1651 to 16,500	6/year	1 per month	1/year
16,501+	12/year	1 per month	1/year

<sup>1</sup>Calculate plant available nitrogen (PAN) when either of the following occurs: 1) when biosolids are greater than 50,000 mg/kg TN; or 2) when biosolids are land applied at an application rate greater than two dry tons per acre per year.

<sup>2</sup> Priority pollutants (40 CFR 122.21, Appendix D, Tables II and III) are required only for permit holders that must have a pre-treatment program. Monitoring requirements may be modified and incorporated into the operating permit by the Department on a case-by-case basis.

Note 1: Total solids: A grab sample of sludge shall be tested one per day during land application periods for percent total solids. This data shall be used to calculate the dry tons of sludge applied per acre.

Note 2: Table 5 is not applicable for incineration and permit holders that landfill their sludge.

- 2. Permittees that operate wastewater treatment lagoons, peak flow equalization basins, combined sewer overflow basins or biosolids or sludge lagoons that are cleaned out once a year or less, may choose to sample only when the biosolids or sludge is removed or the lagoon is closed. Test one composite sample for each 319 dry tons of biosolids or sludge removed from the lagoon during the reporting year or during lagoon closure. Composite sample must represent various areas at one-foot depth.
- 3. Additional testing may be required in the special conditions or other sections of the permit.
- 4. Biosolids and sludge monitoring shall be conducted in accordance with federal regulation 40 CFR § 503.8, Sampling and analysis.

**SECTION K – RECORD KEEPING AND REPORTING REQUIREMENTS**

- 1. The permittee shall maintain records on file at the facility for at least five years for the items listed in Standard Conditions PART III and any additional items in the Special Conditions section of this permit. This shall include dates when the biosolids or sludge facility is checked for proper operation, records of maintenance and repairs and other relevant information.
- 2. Reporting period
  - a. By February 19<sup>th</sup> of each year, applicable facilities shall submit an annual report for the previous calendar year period for all mechanical wastewater treatment facilities, sludge lagoons, and biosolids or sludge disposal facilities.
  - b. Permittees with wastewater treatment lagoons shall submit the above annual report only when biosolids or sludge are removed from the lagoon during the report period or when the lagoon is closed.
- 3. Report Form. The annual report shall be prepared on report forms provided by the Department or equivalent forms approved by the Department.
- 4. Reports shall be submitted as follows:  
Major facilities, which are those serving 10,000 persons or more or with a design flow equal to or greater than 1 million gallons per day or that are required to have an approved pretreatment program, shall report to both the Department and EPA if the facility land applied, disposed of biosolids by surface disposal, or operated a sewage sludge incinerator. All other facilities shall maintain their biosolids or sludge records and keep them available to Department personnel upon request. State reports shall be submitted to the address listed as follows:

DNR regional or other applicable office listed in the permit (see cover letter of permit)

ATTN: Sludge Coordinator

Reports to EPA must be electronically submitted online via the Central Data Exchange at: <https://cdx.epa.gov/> Additional information is available at: <https://www.epa.gov/biosolids/compliance-and-annual-reporting-guidance-about-clean-water-act-laws>

5. Annual report contents. The annual report shall include the following:
  - a. Biosolids and sludge testing performed. If testing was conducted at a greater frequency than what is required by the permit, all test results must be included in the report.
  - b. Biosolids or sludge quantity shall be reported as dry tons for the quantity produced and/or disposed.
  - c. Gallons and % solids data used to calculate the dry ton amounts.
  - d. Description of any unusual operating conditions.
  - e. Final disposal method, dates, and location, and person responsible for hauling and disposal.
    - i. This must include the name and address for the hauler and sludge facility. If hauled to a municipal wastewater treatment facility, sanitary landfill, or other approved treatment facility, give the name of that facility.
    - ii. Include a description of the type of hauling equipment used and the capacity in tons, gallons, or cubic feet.
  - f. Contract Hauler Activities:

If using a contract hauler, provide a copy of a signed contract from the contractor. Permittee shall require the contractor to supply information required under this permit for which the contractor is responsible. The permittee shall submit a signed statement from the contractor that he has complied with the standards contained in this permit, unless the contract hauler has a separate biosolids or sludge use permit.
  - g. Land Application Sites:
    - i. Report the location of each application site, the annual and cumulative dry tons/acre for each site, and the landowners name and address. The location for each spreading site shall be given as a legal description for nearest ¼, ¼, Section, Township, Range, and county, or UTM coordinates. The facility shall report PAN when either of the following occurs: 1) When biosolids are greater than 50,000 mg/kg TN; or 2) when biosolids are land applied at an application rate greater than two dry tons per acre per year.
    - ii. If the “Low Metals” criteria are exceeded, report the annual and cumulative pollutant loading rates in pounds per acre for each applicable pollutant, and report the percent of cumulative pollutant loading which has been reached at each site.
    - iii. Report the method used for compliance with pathogen and vector attraction requirements.
    - iv. Report soil test results for pH and phosphorus. If no soil was tested during the year, report the last date when tested and the results.



MISSOURI DEPARTMENT OF NATURAL RESOURCES  
 WATER PROTECTION PROGRAM, WATER POLLUTION CONTROL BRANCH  
**FORM B2 – APPLICATION FOR OPERATING PERMIT FOR FACILITIES THAT RECEIVE  
 PRIMARILY DOMESTIC WASTE AND HAVE A DESIGN FLOW MORE THAN 100,000 GALLONS  
 PER DAY**

FACILITY NAME <i>Birmingham Wastewater Treatment Facility</i>	
PERMIT NO. <i>MO-0049531</i>	COUNTY <i>Clay County</i>

**APPLICATION OVERVIEW**

Form B2 has been developed in a modular format and consists of Parts A, B and C and a Supplemental Application Information (Parts D, E, F and G) packet. All applicants must complete Parts A, B and C. Some applicants must also complete parts of the Supplemental Application Information packet. The following items explain which parts of Form B2 you must complete. Submittal of an incomplete application may result in the application being returned.

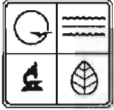
**BASIC APPLICATION INFORMATION**

- A. Basic Application Information for all Applicants. All applicants must complete Part A.
- B. Additional Application Information for all Applicants. All applicants must complete Part B.
- C. Certification. All applicants must complete Part C.

**SUPPLEMENTAL APPLICATION INFORMATION**

- D. Expanded Effluent Testing Data. A treatment works that discharges effluent to surface water of the United States and meets one or more of the following criteria must complete *Part D - Expanded Effluent Testing Data*:
  - 1. Has a design flow rate greater than or equal to 1 million gallons per day.
  - 2. Is required to have or currently has a pretreatment program.
  - 3. Is otherwise required by the permitting authority to provide the information.
- E. Toxicity Testing Data. A treatment works that meets one or more of the following criteria must complete *Part E - Toxicity Testing Data*:
  - 1. Has a design flow rate greater than or equal to 1 million gallons per day.
  - 2. Is required to have or currently has a pretreatment program.
  - 3. Is otherwise required by the permitting authority to provide the information.
- F. Industrial User Discharges and Resource Conservation and Recovery Act / Comprehensive Environmental Response, Compensation and Liability Act Wastes. A treatment works that accepts process wastewater from any significant industrial users, also known as SIUs, or receives a Resource Conservation and Recovery Act or CERCLA wastes must complete *Part F - Industrial User Discharges and Resource Conservation and Recovery Act /CERCLA Wastes*.  
 SIUs are defined as:
  - 1. All Categorical Industrial Users, or CIUs, subject to Categorical Pretreatment Standards under 40 Code of Federal Regulations 403.6 and 40 Code of Federal Regulations 403.6 and 40 CFR Chapter 1, Subchapter N.
  - 2. Any other industrial user that meets one or more of the following:
    - i. Discharges an average of 25,000 gallons per day or more of process wastewater to the treatment works (with certain exclusions).
    - ii. Contributes a process waste stream that makes up five percent or more of the average dry weather hydraulic or organic capacity of the treatment plant.
    - iii. Is designated as an SIU by the control authority.
    - iv. Is otherwise required by the permitting authority to provide the information.
- G. Combined Sewer Systems. A treatment works that has a combined sewer system must complete *Part G - Combined Sewer Systems*.

**ALL APPLICANTS MUST COMPLETE PARTS A, B and C**



MISSOURI DEPARTMENT OF NATURAL RESOURCES  
 WATER PROTECTION PROGRAM, WATER POLLUTION CONTROL BRANCH  
**FORM B2 – APPLICATION FOR AN OPERATING PERMIT FOR  
 FACILITIES THAT RECEIVE PRIMARILY DOMESTIC WASTE AND  
 HAVE A DESIGN FLOW MORE THAN 100,000 GALLONS PER DAY**

**FOR AGENCY USE ONLY**

CHECK NUMBER	
DATE RECEIVED <i>3/8/16</i>	FEE SUBMITTED <i>ARB</i>

<b>PART A – BASIC APPLICATION INFORMATION</b>			
<b>1. THIS APPLICATION IS FOR:</b>			
<input type="checkbox"/> An operating permit for a new or unpermitted facility. Construction Permit # _____ (Please include completed Antidegradation Review or request to conduct an Antidegradation Review, see instructions)			
<input checked="" type="checkbox"/> An operating permit renewal: Permit # <i>MO-0049531</i>		Expiration Date <i>August 31, 2016</i>	
<input type="checkbox"/> An operating permit modification: Permit #MO-_____		Reason: _____	
1.1 Is the appropriate fee included with the application (see instructions for appropriate fee)?		<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
<b>2. FACILITY</b>			
NAME <i>Birmingham Wastewater Treatment Facility</i>		TELEPHONE NUMBER WITH AREA CODE <i>816-513-7200</i>	
ADDRESS (PHYSICAL) <i>10801 NE 28th Street</i>	CITY <i>Kansas City</i>	STATE <i>MO</i>	ZIP <i>64161</i>
2.1 LEGAL DESCRIPTION (Facility Site):		<i>¼NE ¼, SW Sec. 13, 5T 0N, 32W, R Clay</i>	
2.2 UTM Coordinates Easting (X): <i>+3838401</i> Northing (Y): <i>4333467</i> <i>For Universal Transverse Mercator (UTM), Zone 15 North referenced to North American Datum 1983 (NAD83)</i>			
2.3 Name of receiving stream: <i>Missouri River</i>			
2.4 Number of Outfalls: <i>1</i> wastewater outfalls, stormwater outfalls, instream monitoring sites			
<b>3. OWNER</b>			
NAME <i>City of Kansas City Missouri</i>		TELEPHONE NUMBER WITH AREA CODE <i>816-513-0504</i>	
ADDRESS <i>4800 E 63rd Street</i>	CITY <i>Kansas City</i>	STATE <i>MO</i>	ZIP <i>64130</i>
3.1 Request review of draft permit prior to Public Notice?		<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
3.2 Are you a Publically Owned Treatment Works (POTW)?		<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
3.3 Are you a Privately Owned Treatment Facility?		<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
3.4 Are you a Privately Owned Treatment Facility regulated by the Public Service Commission (PSC)?		<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
<b>4. CONTINUING AUTHORITY: Permanent organization which will serve as the continuing authority for the operation, maintenance and modernization of the facility.</b>			
NAME <i>Kansas City, Water Services Dept</i>		TELEPHONE WITH AREA CODE <i>816-513-0504</i>	
ADDRESS <i>4800 E 63rd Street</i>	CITY <i>Kansas City</i>	STATE <i>MO</i>	ZIP <i>64130</i>
If the Continuing Authority is different than the Owner, please include a copy of the contract agreement between the two parties and a description of the responsibilities of both parties within the agreement.			
<b>5. OPERATOR</b>			
NAME <i>Randolph Williams</i>		TITLE <i>Utility Supervisor</i>	CERTIFICATE NUMBER (IF APPLICABLE) <i>8660</i>
E-MAIL ADDRESS <i>randy.williams@kcmo.org</i>		TELEPHONE NUMBER WITH AREA CODE <i>816-513-7205</i>	
<b>6. FACILITY CONTACT</b>			
NAME <i>Randolph Williams</i>		TITLE <i>Utility Supervisor</i>	
E-MAIL ADDRESS <i>randy.williams@kcmo.org</i>		TELEPHONE NUMBER WITH AREA CODE <i>816-513-7205</i>	
ADDRESS <i>10801 NE 28th Street</i>	CITY <i>Kansas City</i>	STATE <i>MO</i>	ZIP CODE <i>64161</i>



FACILITY NAME **Birmingham WWTP**

PERMIT NO. **0049531**  
MO-

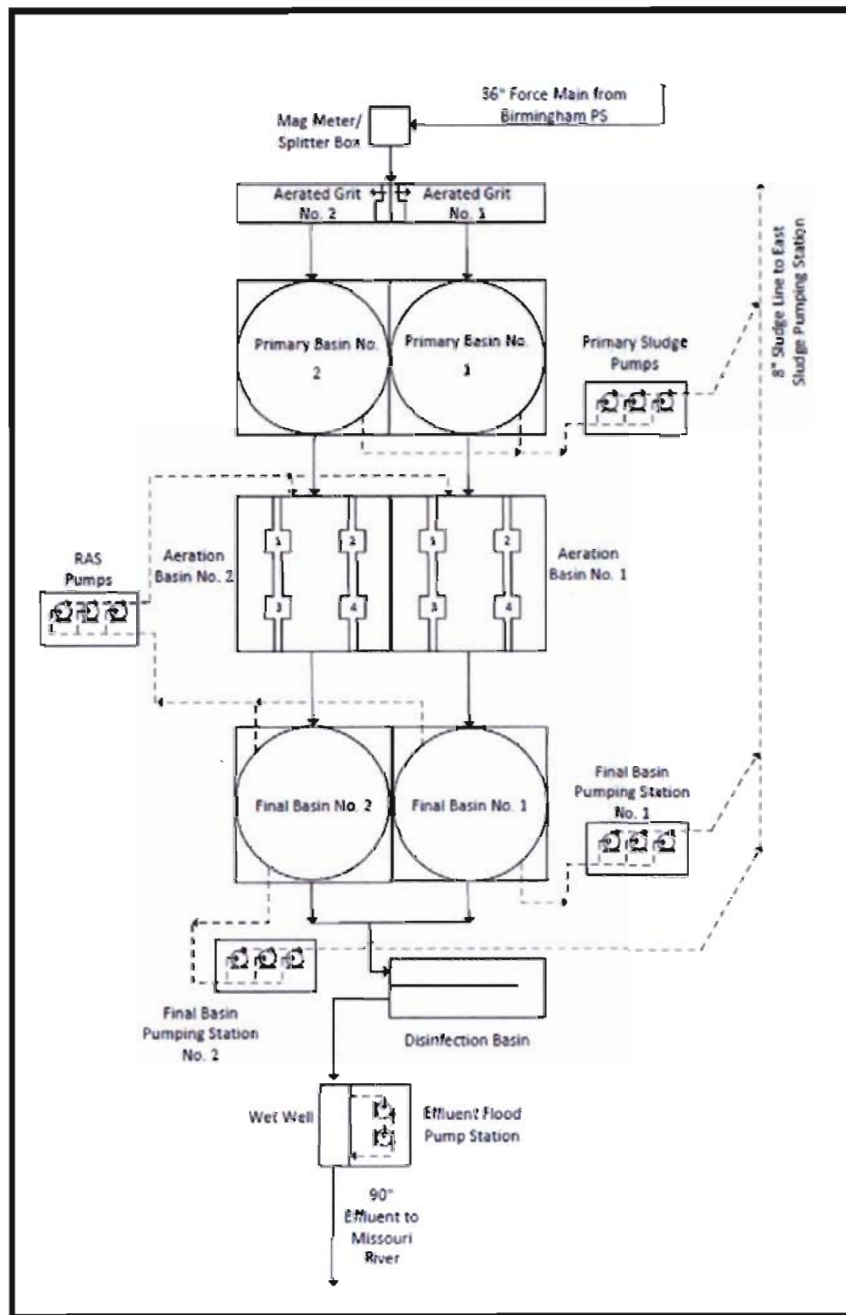
OUTFALL NO. **001**

**PART A – BASIC APPLICATION INFORMATION**

**7. FACILITY INFORMATION**

**7.1 Process Flow Diagram or Schematic.** Provide a diagram showing the processes of the treatment plant. Show all of the treatment units, including disinfection (e.g. – Chlorination and Dechlorination), influents, and outfalls. Indicate any treatment process changes in the routing of wastewater during dry weather and peak wet weather. Include a brief narrative description of the diagram. Attach sheets as necessary.

*This facility consists of aerated grit removal, primary clarification followed by two aeration basins with mechanical surface aerators, final clarification and disinfection and dechlorination with discharge to the Missouri River. Primary and secondary sludge is pumped to the Blue River WWTP for dewatering, incineration or anaerobic digestion and pumped to the sludge lagoons at the Birmingham WWTP for storage until it can be land applied.*



FACILITY NAME <b>Birmingham WWTP</b>	PERMIT NO. MO- <b>0049531</b>	OUTFALL NO. <b>001</b>
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**PART A – BASIC APPLICATION INFORMATION**

**7. FACILITY INFORMATION (continued)**

**7.2 Topographic Map.** Attach to this application a topographic map of the area extending at least one mile beyond facility property boundaries. This map must show the outline of the facility and the following information.

- The area surrounding the treatment plant, including all unit processes.
- The location of the downstream landowner(s). (See Item 10.)
- The major pipes or other structures through which wastewater enters the treatment works and the pipes or other structures through which treated wastewater is discharged from the treatment plant. Include outfalls from bypass piping, if applicable.
- The actual point of discharge.
- Wells, springs, other surface water bodies and drinking water wells that are: 1) within ¼ mile of the property boundaries of the treatment works, and 2) listed in public record or otherwise known to the applicant.
- Any areas where the sewage sludge produced by the treatment works is stored, treated, or disposed.
- If the treatment works receives waste that is classified as hazardous under the Resource Conservation and Recovery Act (RCRA) by truck, rail, or special pipe, show on the map where that hazardous waste enters the treatment works and where it is treated, stored, or disposed.

<b>7.3 Facility SIC Code:</b> <u>4952</u>	<b>Discharge SIC Code:</b> <u>4952</u>
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**7.4** Number of people presently connected or population equivalent (P.E.): 39,235 (2005 PE) Design P.E. 100,000

**7.5** Connections to the facility:  
 Number of units presently connected:  
 Homes 30,000 Trailers 280 Apartments 1,050 Other (including industrial) \_\_\_\_\_  
 Number of Commercial Establishments: \_\_\_\_\_

<b>7.6</b> Design Flow <u>20 MGD</u>	Actual Flow <u>12.4 MGD</u>
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**7.7** Will discharge be continuous through the year? Yes  No   
 Discharge will occur during the following months: JAN-DEC (12 Months) How many days of the week will discharge occur? 7 Days a week

**7.8** Is industrial waste discharged to the facility? Yes  No   
 If yes, please describe the number and types of industries that discharge to your facility.  
*Eight industries discharge to the facility: one motor vehicle assembly plant, one corrugated paper container manufacturer, one treatment, storage, and disposal facility, one limestone mine, one transportation maintenance and tank cleaning facility, one hospital, one corrugated sheet and shipping container manufacturer, and one office publications manufacturer*  
 Refer to the APPLICATION OVERVIEW to determine whether additional information is needed for Part F.

**7.9** Does the facility accept or process leachate from landfills?: Yes  No

**7.10** Is wastewater land applied? Yes  No   
 If yes, is Form I attached? Yes  No

**7.11** Does the facility discharge to a losing stream or sinkhole? Yes  No

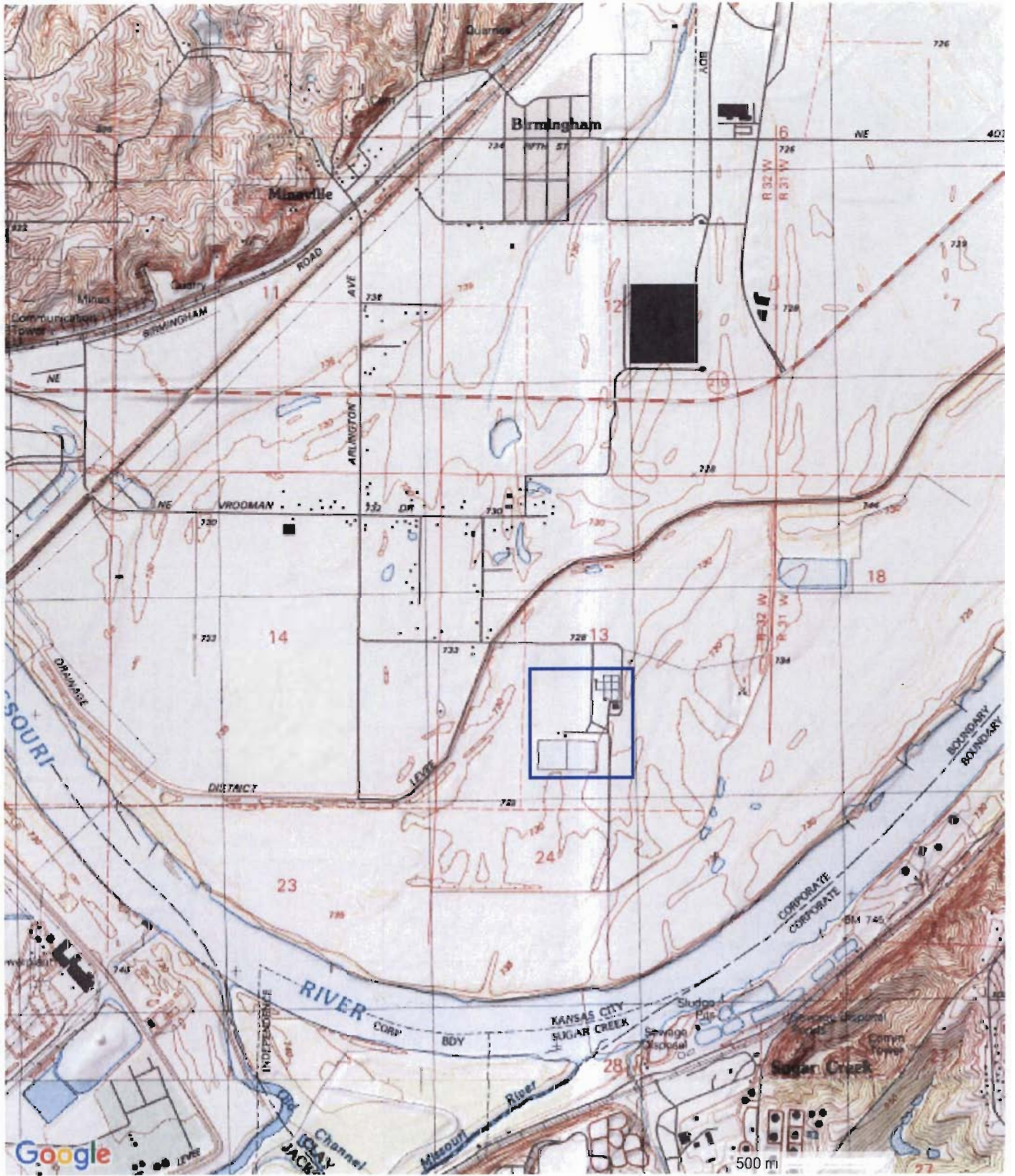
**7.12** Has a wasteload allocation study been completed for this facility? Yes  No

**8. LABORATORY CONTROL INFORMATION**

LABORATORY WORK CONDUCTED BY PLANT PERSONNEL

Lab work conducted outside of plant.	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Push-button or visual methods for simple test such as pH, settleable solids.	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Additional procedures such as Dissolved Oxygen, Chemical Oxygen Demand, Biological Oxygen Demand, titrations, solids, volatile content.	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
More advanced determinations such as BOD seeding procedures, fecal coliform, nutrients, total oils, phenols, etc.	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Highly sophisticated instrumentation, such as atomic absorption and gas chromatograph.	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>





FACILITY NAME <b>Birmingham WWTP</b>	PERMIT NO. <b>MO- 0049531</b>	OUTFALL NO. <b>001</b>
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**PART A – BASIC APPLICATION INFORMATION**

**9. SLUDGE HANDLING, USE AND DISPOSAL**

9.1 Is the sludge a hazardous waste as defined by 10 CSR 25?      Yes       No

9.2 Sludge production (Including sludge received from others): Design Dry Tons/Year **21,000** Actual Dry Tons/Year **4146**

9.3 Sludge storage provided: \_\_\_\_\_ Cubic feet; \_\_\_\_\_ Days of storage; 0.39 Average percent solids of sludge;  
 No sludge storage is provided.     Sludge is stored in lagoon.

9.4 Type of storage:                       Holding Tank                       Building  
 Basin                                       Lagoon  
 Concrete Pad                               Other (Please describe) \_\_\_\_\_

9.5 Sludge Treatment:  
 Anaerobic Digester     Storage Tank                       Lime Stabilization                       Lagoon  
 Aerobic Digester         Air or Heat Drying                       Composting                               Other (Attach Description)

9.6 Sludge use or disposal:  
 Land Application     Contract Hauler     Hauled to Another Treatment Facility     Solid Waste Landfill  
 Surface Disposal (Sludge Disposal Lagoon, Sludge Held For More Than Two Years)     Incineration  
 Other (Attach Explanation Sheet) \_\_\_\_\_

9.7 Person responsible for hauling sludge to disposal facility:  
 By Applicant    |     By Others (complete below)

NAME <b>City of Kansas City, Missouri</b>	E-MAIL ADDRESS
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ADDRESS <b>7300 Hawthorne Road</b>	CITY <b>Kansas City</b>	STATE <b>MO</b>	ZIP CODE <b>64120</b>
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CONTACT PERSON <b>Hans B. Newsom</b>	TELEPHONE WITH AREA CODE <b>816-513-7225</b>	PERMIT NO. <b>MO- 0024911</b>
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9.8 Sludge use or disposal facility:  
 By Applicant     By Others (Please complete below)

NAME <b>Birmingham Wastewater Treatment Facility</b>	E-MAIL ADDRESS
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ADDRESS <b>10801 NE 28th St</b>	CITY <b>Kansas City</b>	STATE <b>MO</b>	ZIP CODE <b>64161</b>
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CONTACT PERSON <b>Timothy Walters</b>	TELEPHONE WITH AREA CODE <b>816-719-0469</b>	PERMIT NO. <b>MO- 0024911</b>
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9.9 Does the sludge or biosolids disposal comply with Federal Sludge Regulation 40 CFR 503?  
 Yes     No    (Please explain)

**END OF PART A**



FACILITY NAME <b>Birmingham WWTP</b>	PERMIT NO. MO. <b>0049531</b>	OUTFALL NO. <b>001</b>
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**PART B – ADDITIONAL APPLICATION INFORMATION**

**10. COLLECTION SYSTEM**

**10.1** Length of sanitary sewer collection system in miles  
465.7 miles

**10.2** Does significant infiltration occur in the collection system?  Yes  No  
If yes, briefly explain any steps underway or planned to minimize inflow and infiltration:  
*A master study (plan) has been conducted to identify the I&I problem in the Birmingham area. See two planned project below intended to minimize inflow and infiltration:*  
*2017: I/I Reduction for Birmingham/Shoal Creek Area 1 & 2*  
*2018: I/I Reduction for Birmingham /Shoal Creek Area 3*  
*Additional ongoing efforts include: sewer cleaning, CCTV investigation, Cast-in-Place-Pipe relining, rehabilitation of manholes*

**11. BYPASSING**

Does any bypassing occur anywhere in the collection system or at the treatment facility? Yes  No   
If yes, explain:

*Bypassing is not expected under normal operating conditions.*

**12. OPERATION AND MAINTENANCE PERFORMED BY CONTRACTOR(S)**

Are any operational or maintenance aspects (related to wastewater treatment and effluent quality) of the treatment works the responsibility of the contractor?  
Yes  No   
If Yes, list the name, address, telephone number and status of each contractor and describe the contractor's responsibilities. (Attach additional pages if necessary.)

NAME	
MAILING ADDRESS	
TELEPHONE NUMBER WITH AREA CODE	EMAIL ADDRESS
RESPONSIBILITIES OF CONTRACTOR	

**13. SCHEDULED IMPROVEMENTS AND SCHEDULES OF IMPLEMENTATION**

Provide information about any uncompleted implementation schedule or uncompleted plans for improvements that will affect the wastewater treatment, effluent quality, or design capacity of the treatment works. If the treatment works has several different implementation schedules or is planning several improvements, submit separate responses for each.

*Projects Underway*  
*Birmingham Pump Station Improvements (install 2 mid-sized pumps and generator)*

*Estimated Start Dates*  
*2017: I/I Reduction for Birmingham/Shoal Creek Area 1 & 2*  
*2018: I/I Reduction for Birmingham /Shoal Creek Area 3*  
*2018: Birmingham Relief Sewer (800 LF of 30 inch diameter relief sewer)*  
*2022: Deep Tunnel Storage (44 MG) North of Missouri River*  
*2024: 24 inch Force Main from Birmingham Pump Station to Birmingham WWTP*  
*2024: Birmingham WWTP Capacity Expansion*  
*2024: Deep Tunnel Pump Station (up-shaft and 30 MG Tunnel) North of Missouri River*  
*2024: Birmingham Pump Station Upgrade (upgrade existing pump station to 50 MG)*

FACILITY NAME <b>Birmingham WWTP</b>	PERMIT NO. <b>MO- 0049531</b>	OUTFALL NO. <b>001</b>
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**PART B – ADDITIONAL APPLICATION INFORMATION**

**14. EFFLUENT TESTING DATA**

Applicants must provide effluent testing data for the following parameters. Provide the indicated effluent data **for each outfall through which effluent is discharged**. Do not include information of combined sewer overflows in this section. All information reported must be based on data collected through analysis conducted using 40 CFR Part 136 methods. In addition, this data must comply with QA/QC requirements of 40 CFR Part 136 and other appropriate QA/QC requirements for standard methods for analytes not addressed by 40 CFR Part 136. At a minimum, effluent testing data must be based on at least **three samples** and must be no more than four and one-half years apart.

Outfall Number

PARAMETER	MAXIMUM DAILY VALUE		AVERAGE DAILY VALUE		
	Value	Units	Value	Units	Number of Samples
pH (Minimum)	<b>7.4</b>	<i>S.U.</i>	—	<i>S.U.</i>	<b>252</b>
pH (Maximum)	<b>8.7</b>	<i>S.U.</i>	—	<i>S.U.</i>	<b>252</b>
Flow Rate	<b>33.62</b>	<i>MGD</i>	<b>14.48</b>	<i>MGD</i>	<b>365</b>

\*For pH report a minimum and a maximum daily value

POLLUTANT	MAXIMUM DAILY DISCHARGE		AVERAGE DAILY DISCHARGE			ANALYTICAL METHOD	ML/MDL
	Conc.	Units	Conc.	Units	Number of Samples		

Conventional and Nonconventional Compounds

BIOCHEMICAL OXYGEN DEMAND (Report One)	BOD <sub>5</sub>	<b>85</b>	mg/L	<b>20</b>	mg/L	<b>497</b>	<b>SM5210B</b>	<b>2</b>
	CBOD <sub>5</sub>		mg/L		mg/L			
E. COLI	<b>47900</b>	#/100 mL	<b>78</b>	#/100 mL	<b>75</b>	<b>SM9223A.B</b>	<b>1</b>	
TOTAL SUSPENDED SOLIDS (TSS)	<b>73</b>	mg/L	<b>17</b>	mg/L	<b>501</b>	<b>SM2540-D</b>	<b>1</b>	
AMMONIA (as N)	<b>31.68</b>	mg/L	<b>18.7</b>	mg/L	<b>130</b>	<b>SM4500-NH-3BC</b>	<b>0.13</b>	
CHLORINE* (TOTAL RESIDUAL, TRC)	<b>0.11</b>	mg/L	<b>0.015</b>	mg/L	<b>89</b>	<b>SM4500C1G</b>	<b>0.1</b>	
DISSOLVED OXYGEN	<b>10.5</b>	mg/L	<b>7.8</b>	mg/L	<b>252</b>	<b>Hach 40D</b>	—	
OIL and GREASE	<b>6.4</b>	mg/L	<b>3.2</b>	mg/L	<b>25</b>	<b>SM5520B</b>	<b>1.4</b>	
OTHER		mg/L		mg/L				

\*Report only if facility chlorinates

**END OF PART B**

FACILITY NAME <i>Birmingham WWTP</i>	PERMIT NO. <i>MO- 0049531</i>	OUTFALL NO. <i>001</i>
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**PART C – CERTIFICATION**

**15. CERTIFICATION**

All applicants must complete the Certification Section. This certification must be signed by an officer of the company or city official. All applicants must complete all applicable sections as explained in the Application Overview. By signing this certification statement, applicants confirm that they have reviewed the entire form and have completed all sections that apply to the facility for which this application is submitted.

**ALL APPLICANTS MUST COMPLETE THE FOLLOWING CERTIFICATION.**

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system or those persons directly responsible for gathering the information, the information is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

PRINTED NAME <i>Terry Leeds</i>	OFFICIAL TITLE (MUST BE AN OFFICER OF THE COMPANY OR CITY OFFICIAL) <i>Water Services Department Director</i>
------------------------------------	--

SIGNATURE <i>Andy Leeds by Proxy</i>
TELEPHONE NUMBER WITH AREA CODE <i>816-513-0504</i>

DATE SIGNED
-------------

Upon request of the permitting authority, you must submit any other information necessary to assess wastewater treatment practices at the treatment works or identify appropriate permitting requirements.

Send Completed Form to:

Department of Natural Resources  
Water Protection Program  
ATTN: NPDES Permits and Engineering Section  
P.O. Box 176  
Jefferson City, MO 65102

**END OF PART C**  
**REFER TO THE APPLICATION OVERVIEW TO DETERMINE WHICH PARTS OF FORM B2 YOU MUST COMPLETE.**

Do not complete the remainder of this application, unless at least one of the following statements applies to your facility:

1. Your facility design flow is equal to or greater than 1,000,000 gallons per day.
2. Your facility is a pretreatment treatment works.
3. Your facility is a combined sewer system.

Submittal of an incomplete application may result in the application being returned. Permit fees for returned applications shall be forfeited. Permit fees for applications being processed by the department that are withdrawn by the applicant shall be forfeited.

**MAKE ADDITIONAL COPIES OF THIS FORM FOR EACH OUTFALL**

FACILITY NAME <i>Birmingham WWTP</i>	PERMIT NO. MO- <i>0049531</i>	OUTFALL NO. <i>001</i>
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**PART D – EXPANDED EFFLUENT TESTING DATA**

**16. EXPANDED EFFLUENT TESTING DATA**

Refer to the APPLICATION OVERVIEW to determine whether Part D applies to the treatment works.

If the treatment works has a design flow greater than or equal to 1 million gallons per day or it has (or is required to have) a pretreatment program, or is otherwise required by the permitting authority to provide the data, then provide effluent testing data for the following pollutants. Provide the indicated effluent testing information **for each outfall through which effluent is discharged**. Do not include information of combined sewer overflows in this section. All information reported must be based on data collected through analysis conducted using 40 CFR Part 136 methods. The facility shall use sufficiently sensitive analytical methods for detecting, identifying, and measuring the concentrations of pollutants. In addition, this data must comply with QA/QC requirements of 40 CFR Part 136 and other appropriate QA/QC requirements for standard methods for analytes not addressed by 40 CFR Part 136. Indicate in the blank rows provided below any data you may have on pollutants not specifically listed in this form. At a minimum, effluent testing data must be based on at least **three pollutant scans** and must be no more than four and one-half years apart.

Outfall Number (Complete Once for Each Outfall Discharging Effluent to Waters of the State.)

POLLUTANT	MAXIMUM DAILY DISCHARGE				AVERAGE DAILY DISCHARGE					ANALYTICAL METHOD	ML/MDL
	Conc.	Units	Mass	Units	Conc.	Units	Mass	Units	No. of Samples		

**METALS (TOTAL RECOVERABLE), CYANIDE, PHENOLS AND HARDNESS**

ANTIMONY	1.2	ug/L			0.76	ug/L			8	EPA 200.8	2.5
ARSENIC	1.25				1.4				8	EPA 200.8	0.085
BERYLLIUM	<0.04				<0.04				8	EPA 200.7	0.04
CADMIUM	1.0				1				8	EPA 200.7	0.11
CHROMIUM III											
CHROMIUM VI	<9.8				<9.8				8	SM35006.B	9.8
COPPER	13				65				8	200.7	0.53
LEAD	0.63				0.38				8	200.8	0.013
MERCURY	0.2				0.2				8	245.1	0.084
NICKEL	29				14				8	200.7	0.4
SELENIUM	4.3				2.6				8	200.8	0.068
SILVER	10				10				8	200.7	0.744
THALLIUM	0.2				0.17				8	200.8	0.028
ZINC	53				25				8	200.7	0.16
CYANIDE	<7.9				<7.9				8	SM4500CNG	7.9
TOTAL PHENOLIC COMPOUNDS											
HARDNESS (as CaCO <sub>3</sub> )											

**VOLATILE ORGANIC COMPOUNDS**

ACROLEIN	<1.98	ug/L			<1.98	ug/L			3	EPA 624	1.98
ACRYLONITRILE	<1.48				<1.49				3	EPA 624	1.49
BENZENE	<0.5				<0.5				3	EPA 624	0.5
BROMOFORM	<1.04				<1.04				3	EPA 624	1.04
CARBON TETRACHLORIDE	<1.03				<1.03				3	EPA 624	1.03
CHLOROBENZENE	<1.49				<1.49				3	EPA 624	1.49



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**PART D – EXPANDED EFFLUENT TESTING DATA**

**16. EXPANDED EFFLUENT TESTING DATA**

Complete Once for Each Outfall Discharging Effluent to Waters of the State

POLLUTANT	MAXIMUM DAILY DISCHARGE				AVERAGE DAILY DISCHARGE					ANALYTICAL METHOD	ML/MDL
	Conc.	Units	Mass	Units	Conc.	Units	Mass	Units	No. of Samples		
CHLORODIBROMO-METHANE	<0.51	ug/L			<0.51	ug/L			3	EPA 624	0.51
CHLOROETHANE	<0.68				<0.68				3	EPA 624	0.68
2-CHLORO-ETHYL VINYL ETHER	<0.5				<0.5				3	EPA 624	0.5
CHLOROFORM	<1.3				<1.3				3	EPA 624	1.3
DICHLOROBROMO-METHANE	<1.35				<1.35				3	EPA 624	1.35
1,1-DICHLORO-ETHANE	<0.59				<0.59				3	EPA 624	0.59
1,2-DICHLORO-ETHANE	<1.52				<1.52				3	EPA 624	1.52
TRANS-1,2-DICHLOROETHYLENE	<1.43				<1.43				3	EPA 624	1.43
1,1-DICHLORO-ETHYLENE	<1.26				<1.26				3	EPA 624	1.26
1,2-DICHLORO-PROPANE	<0.51				<0.51				3	EPA 624	0.51
1,3-DICHLORO-PROPYLENE	—				—				—	—	—
ETHYLBENZENE	<1.37				<1.37				3	EPA 624	1.37
METHYL BROMIDE	<0.54				<0.54				3	EPA 624	0.54
METHYL CHLORIDE	<0.61				<0.61				3	EPA 624	0.61
METHYLENE CHLORIDE	<1.32				<1.32				3	EPA 624	1.32
1,1,2,2-TETRA-CHLOROETHANE	<0.87				<0.87				3	EPA 624	0.87
TETRACHLORO-ETHANE	<1.38				<1.38				3	EPA 624	1.38
TOLUENE	<1.34				<1.34				3	EPA 624	1.34
1,1,1-TRICHLORO-ETHANE	<1.2				<1.2				3	EPA 624	1.2
1,1,2-TRICHLORO-ETHANE	<0.63				<0.63				3	EPA 624	0.63
TRICHLOROETHYLENE	<1.39				<1.39				3	EPA 624	1.39
VINYL CHLORIDE	<1.28				<1.28				3	EPA 624	1.28

**ACID-EXTRACTABLE COMPOUNDS**

P-CHLORO-M-CRESOL	<2.0	ug/L			<2.0	ug/L			3	EPA 625	2.0
2-CHLOROPHENOL	<2.4				<2.4				3	EPA 625	2.4
2,4-DICHLOROPHENOL	<2.3				<2.3				3	EPA 625	2.3
2,4-DIMETHYLPHENOL	<1.8				<1.8				3	EPA 625	1.8
4,6-DINITRO-O-CRESOL	<2.2				<2.2				3	EPA 625	2.2
2,4-DINITROPHENOL	<2.8				<2.8				3	EPA 625	2.8
2-NITROPHENOL	<1.9				<1.9				3	EPA 625	1.9
4-NITROPHENOL	<0.96				<0.96				3	EPA 625	0.96

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**PART D – EXPANDED EFFLUENT TESTING DATA**

**16. EXPANDED EFFLUENT TESTING DATA**

Complete Once for Each Outfall Discharging Effluent to Waters of the State.

POLLUTANT	MAXIMUM DAILY DISCHARGE				AVERAGE DAILY DISCHARGE					ANALYTICAL METHOD	ML/MDL
	Conc.	Units	Mass	Units	Conc.	Units	Mass	Units	No. of Samples		
PENTACHLOROPHENOL	<3.4	ug/L			<3.4	ug/L			3	EPA 625	3.4
PHENOL	<0.78				<0.78				3	EPA 625	0.78
2,4,6-TRICHLOROPHENOL	<1.8				<1.8				3	EPA 625	1.8
<b>BASE-NEUTRAL COMPOUNDS</b>											
ACENAPHTHENE	<0.82	ug/L			<0.82	ug/L			3	EPA 625	0.82
ACENAPHTHYLENE	<1.1				<1.1				3	EPA 625	1.1
ANTHRACENE	<0.74				<0.74				3	EPA 625	0.74
BENZIDINE	<1.6				<1.6				3	EPA 625	1.6
BENZO(A)ANTHRACENE	<1.3				<1.3				3	EPA 625	1.3
BENZO(A)PYRENE	<1.5				<1.5				3	EPA 625	1.5
3,4-BENZO-FLUORANTHENE	<1.9				<1.9				3	EPA 625	1.9
BENZO(GH) PHERYLENE	<1.2				<1.2				3	EPA 625	1.2
BENZO(K) FLUORANTHENE	<1.9				<1.9				3	EPA 625	1.9
BIS (2-CHLOROTHOXY) METHANE	<1.3				<1.3				3	EPA 625	1.3
BIS (2-CHLOROETHYL) – ETHER	<1.5				<1.5				3	EPA 625	1.5
BIS (2-CHLOROISO-PROPYL) ETHER	<1.0				<1.0				3	EPA 625	1.0
BIS (2-ETHYLHEXYL) PHTHALATE	7.64				4.52				3	EPA 625	0.84
4-BROMOPHENYL PHENYL ETHER	<0.86				<0.86				3	EPA 625	0.86
BUTYL BENZYL PHTHALATE	<1.3				<1.3				3	EPA 625	1.3
2-CHLORONAPH-THALENE	<0.69				<0.69				3	EPA 625	0.69
4-CHLORPHENYL PHENYL ETHER	<0.9				<0.9				3	EPA 625	0.9
CHRYSENE	<1.3				<1.3				3	EPA 625	1.3
DI-N-BUTYL PHTHALATE	<1.1				<1.1				3	EPA 625	1.1
DI-N-OCTYL PHTHALATE	<0.74				<0.74				3	EPA 625	0.74
DIBENZO (A,H) ANTHRACENE	<1.7				<1.7				3	EPA 625	1.7
1,2-DICHLORO-BENZENE	<0.94				<0.94				3	EPA 625	0.94
1,3-DICHLORO-BENZENE	<0.58				<0.58				3	EPA 625	0.58
1,4-DICHLORO-BENZENE	<0.58				<0.58				3	EPA 625	0.58
3,3-DICHLORO-BENZIDINE	<1.6				<1.6				3	EPA 625	1.6
DIETHYL PHTHALATE	<0.99				<0.99				3	EPA 625	0.99
DIMETHYL PHTHALATE	<1.4				<1.4				3	EPA 625	1.4





**MAKE ADDITIONAL COPIES OF THIS FORM FOR EACH OUTFALL**

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**PART E – TOXICITY TESTING DATA**

**17. TOXICITY TESTING DATA**

Refer to the APPLICATION OVERVIEW to determine whether Part E applies to the treatment works.

Publicly owned treatment works, or POTWs, meeting one or more of the following criteria must provide the results of whole effluent toxicity tests for acute or chronic toxicity for each of the facility's discharge points.

- A. POTWs with a design flow rate greater than or equal to 1 million gallons per day
- B. POTWs with a pretreatment program (or those that are required to have one under 40 CFR Part 403)
- C. POTWs required by the permitting authority to submit data for these parameters
  - At a minimum, these results must include quarterly testing for a 12-month period within the past one year using multiple species (minimum of two species), or the results from four tests performed at least annually in the four and one-half years prior to the application, provided the results show no appreciable toxicity, and testing for acute or chronic toxicity, depending on the range of receiving water dilution. Do not include information about combined sewer overflows in this section. All information reported must be based on data collected through analysis conducted using 40 CFR Part 136 methods. In addition, this data must comply with QA/QC requirements of 40 CFR Part 136 and other appropriate QA/QC requirements for standard methods for analytes not addressed by 40 CFR Part 136.
  - If EPA methods were not used, report the reason for using alternative methods. If test summaries are available that contain all of the information requested below, they may be submitted in place of Part E. If no biomonitoring data is required, do not complete Part E. Refer to the application overview for directions on which other sections of the form to complete.

Indicate the number of whole effluent toxicity tests conducted in the past four and one-half years: 0 chronic 5 acute

Complete the following chart for the last three whole effluent toxicity tests. Allow one column per test. Copy this page if more than three tests are being reported.

	Most Recent	2 <sup>ND</sup> Most Recent	3 <sup>RD</sup> Most Recent
<b>A. Test Information</b>			
Test Method Number	<i>EPA 821/R-02/012</i>	<i>Same</i>	<i>Same</i>
Final Report Number	<i>60200322</i>	<i>1415064</i>	<i>1314778</i>
Outfall Number	<i>001</i>	<i>001</i>	<i>001</i>
Dates Sample Collected	<i>8/11/2015</i>	<i>8/26/2014</i>	<i>8/6/2013</i>
Date Test Started	<i>8/12/2015</i>	<i>8/27/2014</i>	<i>8/7/2013</i>
Duration	<i>48 hr</i>	<i>48 hr</i>	<i>48 hr</i>
<b>B. Toxicity Test Methods Followed</b>			
Manual Title	<i>US EPA Manual</i>	<i>Same</i>	<i>Same</i>
Edition Number and Year of Publication	<i>5th Edt. October 2002</i>	<i>Same</i>	<i>Same</i>
Page Number(s)			
<b>C. Sample collection method(s) used. For multiple grab samples, indicate the number of grab samples used</b>			
24-Hour Composite	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Grab			
<b>D. Indicate where the sample was taken in relation to disinfection (Check all that apply for each)</b>			
Before Disinfection			
After Disinfection	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
After Dechlorination			
<b>E. Describe the point in the treatment process at which the sample was collected</b>			
Sample Was Collected:	<i>Final effluent</i>	<i>Final effluent</i>	<i>Final effluent</i>
<b>F. Indicate whether the test was intended to assess chronic toxicity, acute toxicity, or both</b>			
Chronic Toxicity			
Acute Toxicity	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<b>G. Provide the type of test performed</b>			
Static	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Static-renewal			
Flow-through			
<b>H. Source of dilution water. If laboratory water, specify type; if receiving water, specify source</b>			
Laboratory Water			
Receiving Water	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

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**PART E – TOXICITY TESTING DATA**

**17. TOXICITY TESTING DATA (continued)**

	Most Recent	2 <sup>ND</sup> Most Recent	3 <sup>RD</sup> Most Recent
I. Type of dilution water. If salt water, specify "natural" or type of artificial sea salts or brine used.			
Fresh Water	X	X	X
Salt Water			

J. Percentage of effluent used for all concentrations in the test series	100%	100%	100%

K. Parameters measured during the test (State whether parameter meets test method specifications)			
pH	7.76	7.4	7.5
Salinity			
Temperature	25.0 (C)	25.0 (C)	24.3 (C)
Ammonia	22.0		
Dissolved Oxygen	6.8	9.0	4.7

L. Test Results			
Acute:			
Percent Survival in 100% Effluent	100/100	100/100	100/100
LC <sub>50</sub>	>100%	>25.6%	>40.0%
95% C.I.			
Control Percent Survival	>100%	>100%	>100%
Other (Describe)			

Chronic:			
NOEC			
IC <sub>25</sub>			
Control Percent Survival			
Other (Describe)			

M. Quality Control/ Quality Assurance			
Is reference toxicant data available?	Yes	Yes	Yes
Was reference toxicant test within acceptable bounds?	Yes	Yes	Yes
What date was reference toxicant test run (MM/DD/YYYY)?		8/19-21/14	8/7-9/13
Other (Describe)			

Is the treatment works involved in a toxicity reduction evaluation?  Yes  No  
 If yes, describe:

If you have submitted biomonitoring test information, or information regarding the cause of toxicity, within the past four and one-half years, provide the dates the information was submitted to the permitting authority and a summary of the results.

Date Submitted (MM/DD/YYYY)      1/28/2016; 1/28/2015; 1/28/2014

Summary of Results (See Instructions)

All passed

**END OF PART E**

**REFER TO THE APPLICATION OVERVIEW TO DETERMINE WHICH OTHER PARTS OF FORM B2 YOU MUST COMPLETE.**

**MAKE ADDITIONAL COPIES OF THIS FORM FOR EACH OUTFALL**

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**PART F – INDUSTRIAL USER DISCHARGES AND RCRA/CERCLA WASTES**

Refer to the APPLICATION OVERVIEW to determine whether Part F applies to the treatment works.

**18. GENERAL INFORMATION**

**18.1** Does the treatment works have, or is it subject to, an approved pretreatment program?  
 Yes       No

**18.2** Number of Significant Industrial Users (SIUs) and Categorical Industrial Users (CIUs). Provide the number of each of the following types of industrial users that discharge to the treatment works:

Number of non-categorical SIUs      5  
 Number of CIUs      3

**19. INDUSTRIES CONTRIBUTING MORE THAN 5 PERCENT OF THE ACTUAL FLOW TO THE FACILITY OR OTHER SIGNIFICANT INDUSTRIAL USERS INFORMATION**

Supply the following information for each SIU. If more than one SIU discharges to the treatment works, provide the information requested for each. Submit additional pages as necessary.

NAME <i>Liberty Hospital</i>			
MAILING ADDRESS <i>2525 Glen Hendren Dr</i>	CITY <i>Liberty</i>	STATE <i>MO</i>	ZIP <i>64068</i>

**19.1** Describe all of the industrial processes that affect or contribute to the SIU's discharge  
*Hospital*

**19.2** Describe all of the principle processes and raw materials that affect or contribute to the SIU's discharge.

Principal Product(s): *N/A*

Raw Material(s): *Boiler system chemicals, lab chemicals, radiology, pharmacy*

**19.3** Flow Rate

a. PROCESS WASTEWATER FLOW RATE. Indicate the average daily volume of process wastewater discharged into the collection system in gallons per day, or gpd, and whether the discharge is continuous or intermittent.  
 gpd       Continuous       Intermittent

b. NON-PROCESS WASTEWATER FLOW RATE. Indicate the average daily volume of non-process wastewater discharged into the collection system in gallons per day, or gpd, and whether the discharge is continuous or intermittent.  
*7,900* gpd       Continuous       Intermittent

**19.4** Pretreatment Standards. Indicate whether the SIU is subject to the following:

- a. Local Limits       Yes       No
- b. Categorical Pretreatment Standards       Yes       No

If subject to categorical pretreatment standards, which category and subcategory?      *N/A*

**19.5** Problems at the Treatment Works attributed to waste discharged by the SIU. Has the SIU caused or contributed to any problems (e.g., upsets, interference) at the treatment works in the past three years?

Yes       No

If Yes, describe each episode



**19. INDUSTRIES CONTRIBUTING MORE THAN 5 PERCENT OF THE ACTUAL FLOW TO THE FACILITY OR OTHER SIGNIFICANT INDUSTRIAL USERS INFORMATION**

Supply the following information for each SIU. If more than one SIU discharges to the treatment works, provide the information requested for each. Submit additional pages as necessary.

NAME

Ford Motor Company

MAILING ADDRESS

8121 E US Highway 69

CITY

Kansas City

STATE

MO

ZIP

64119

**19.1** Describe all of the industrial processes that affect or contribute to the SIU's discharge  
Motor vehicle assembly using parts manufactured elsewhere.

**19.2** Describe all of the principle processes and raw materials that affect or contribute to the SIU's discharge.

Principal Product(s): vehicles

Raw Material(s): Caustic soda liquid, ferric chloride, sulfuric acid, calcium chloride, diesel fuel, unleaded gasoline w/ethanol, cathodic e-coat emulsion, NC-2105 windshield washer solvent, DOT 3 brake fluid, transmission fluid, CN 35555 equipment cleaner, CN 31305 purge solvent, CK2010LP Chemkleen, Chemfos 700RCAN, automotive paint, Prestone extended life antifreeze

**19.3** Flow Rate

a. PROCESS WASTEWATER FLOW RATE. Indicate the average daily volume of process wastewater discharged into the collection system in gallons per day, or gpd, and whether the discharge is continuous or intermittent.  
465,000gpd                      Continuous                      X Intermittent

b. NON-PROCESS WASTEWATER FLOW RATE. Indicate the average daily volume of non-process wastewater discharged into the collection system in gallons per day, or gpd, and whether the discharge is continuous or intermittent.  
203,000gpd                      X Continuous                      Intermittent

**19.4** Pretreatment Standards. Indicate whether the SIU is subject to the following:

a. Local Limits    X Yes    No  
b. Categorical Pretreatment Standards                      X Yes    No

If subject to categorical pretreatment standards, which category and subcategory? 433.15

**19.5** Problems at the Treatment Works attributed to waste discharged by the SIU. Has the SIU caused or contributed to any problems (e.g., upsets, interference) at the treatment works in the past three years?

Yes    X No

If Yes, describe each episode









**19. INDUSTRIES CONTRIBUTING MORE THAN 5 PERCENT OF THE ACTUAL FLOW TO THE FACILITY OR OTHER SIGNIFICANT INDUSTRIAL USERS INFORMATION**

Supply the following information for each SIU. If more than one SIU discharges to the treatment works, provide the information requested for each. Submit additional pages as necessary.

NAME

KPTR Services, Inc.

MAILING ADDRESS

9100 W Liberty Drive

CITY

Pleasant Valley

STATE

MO

ZIP

64068

**19.1** Describe all of the industrial processes that affect or contribute to the SIU's discharge

Transportation maintenance and tank cleaning

**19.2** Describe all of the principle processes and raw materials that affect or contribute to the SIU's discharge.

Principal Product(s): tank cleaning, maintenance/repairs

Raw Material(s): sulfuric acid, aluminum chloride/sulfate coagulant, clay based flocculants, hydrated lime, polyacrylamide, perlite

**19.7** Flow Rate

a. PROCESS WASTEWATER FLOW RATE. Indicate the average daily volume of process wastewater discharged into the collection system in gallons per day, or gpd, and whether the discharge is continuous or intermittent.

29,250 gpd      X Continuous      Intermittent

b. NON-PROCESS WASTEWATER FLOW RATE. Indicate the average daily volume of non-process wastewater discharged into the collection system in gallons per day, or gpd, and whether the discharge is continuous or intermittent.

900 gpd      X Continuous      Intermittent

**19.8** Pretreatment Standards. Indicate whether the SIU is subject to the following:

a. Local Limits      X Yes      No

b. Categorical Pretreatment Standards      X Yes      No

If subject to categorical pretreatment standards, which category and subcategory? 442.15

**19.5** Problems at the Treatment Works attributed to waste discharged by the SIU. Has the SIU caused or contributed to any problems (e.g., upsets, interference) at the treatment works in the past three years?

Yes      X No

If Yes, describe each episode

**19. INDUSTRIES CONTRIBUTING MORE THAN 5 PERCENT OF THE ACTUAL FLOW TO THE FACILITY OR OTHER SIGNIFICANT INDUSTRIAL USERS INFORMATION**

Supply the following information for each SIU. If more than one SIU discharges to the treatment works, provide the information requested for each. Submit additional pages as necessary.

NAME

WestRock CP, LLC

MAILING ADDRESS

933 S. Kent Street

CITY

Liberty

STATE

MO

ZIP

64068

**19.1** Describe all of the industrial processes that affect or contribute to the SIU's discharge  
 Manufacture of corrugated sheet and shipping containers

**19.2** Describe all of the principle processes and raw materials that affect or contribute to the SIU's discharge.

Principal Product(s): corrugated sheets, corrugated containers

Raw Material(s): rolls of paperboard, hydrated starch, caustic soda (50%), borax, water-based flexo graphic printing inks, water-based coatings, water-based adhesives

**19.8** Flow Rate

a. PROCESS WASTEWATER FLOW RATE. Indicate the average daily volume of process wastewater discharged into the collection system in gallons per day, or gpd, and whether the discharge is continuous or intermittent.  
 500 gpd                      Continuous                      X Intermittent

b. NON-PROCESS WASTEWATER FLOW RATE. Indicate the average daily volume of non-process wastewater discharged into the collection system in gallons per day, or gpd, and whether the discharge is continuous or intermittent.  
 2,000 gpd                      X Continuous                      Intermittent

**19.9** Pretreatment Standards. Indicate whether the SIU is subject to the following:

a. Local Limits    X Yes                      No  
 b. Categorical Pretreatment Standards                      Yes                      X No

If subject to categorical pretreatment standards, which category and subcategory? N/A

**19.5** Problems at the Treatment Works attributed to waste discharged by the SIU. Has the SIU caused or contributed to any problems (e.g., upsets, interference) at the treatment works in the past three years?

Yes                      X No

If Yes, describe each episode

**19. INDUSTRIES CONTRIBUTING MORE THAN 5 PERCENT OF THE ACTUAL FLOW TO THE FACILITY OR OTHER SIGNIFICANT INDUSTRIAL USERS INFORMATION**

Supply the following information for each SIU. If more than one SIU discharges to the treatment works, provide the information requested for each. Submit additional pages as necessary.

NAME

RR Donnelley

MAILING ADDRESS

3401 Heartland Drive

CITY

Liberty

STATE

MO

ZIP

64068

**19.1** Describe all of the industrial processes that affect or contribute to the SIU's discharge  
Offset publications (printing and finishing)

**19.2** Describe all of the principle processes and raw materials that affect or contribute to the SIU's discharge.

Principal Product(s): books, magazines, printed materials

Raw Material(s): paper, ink, printing plates, fountain solution

**19.9** Flow Rate

a. PROCESS WASTEWATER FLOW RATE. Indicate the average daily volume of process wastewater discharged into the collection system in gallons per day, or gpd, and whether the discharge is continuous or intermittent.  
1125 gpd                      Continuous                      X Intermittent

b. NON-PROCESS WASTEWATER FLOW RATE. Indicate the average daily volume of non-process wastewater discharged into the collection system in gallons per day, or gpd, and whether the discharge is continuous or intermittent.  
6,280 gpd                      X Continuous                      Intermittent

**19.10** Pretreatment Standards. Indicate whether the SIU is subject to the following:

a. Local Limits    X Yes    No

b. Categorical Pretreatment Standards                      Yes    X No

If subject to categorical pretreatment standards, which category and subcategory? N/A

**19.5** Problems at the Treatment Works attributed to waste discharged by the SIU. Has the SIU caused or contributed to any problems (e.g., upsets, interference) at the treatment works in the past three years?

Yes    X No

If Yes, describe each episode

**MAKE ADDITIONAL COPIES OF THIS FORM FOR EACH OUTFALL**

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**PART F – INDUSTRIAL USER DISCHARGES AND RCRA/CERCLA WASTES**

**20. RCRA HAZARDOUS WASTE RECEIVED BY TRUCK, RAIL, OR DEDICATED PIPELINE**

**20.1** Does the treatment works receive or has it in the past three years received RCRA hazardous waste by truck, rail or dedicated pipe?  Yes  No

**20.2** Method by which RCRA waste is received. (Check all that apply)  
 Truck  Rail  Dedicated Pipe

**20.3** Waste Description

EPA Hazardous Waste Number	Amount (volume or mass)	Units

**21. CERCLA (SUPERFUND) WASTEWATER, RCRA REMEDIATION/CORRECTIVE ACTION WASTEWATER, AND OTHER REMEDIAL ACTIVITY WASTEWATER**

**21.1** Does the treatment works currently (or has it been notified that it will) receive waste from remedial activities?  Yes  No  
*Provide a list of sites and the requested information for each current and future site.*

**21.2** Waste Origin. Describe the site and type of facility at which the CERCLA/RCRA/or other remedial waste originates (or is expected to originate in the next five years).

**21.3** List the hazardous constituents that are received (or are expected to be received). Included data on volume and concentration, if known. (Attach additional sheets if necessary)

**21.4** Waste Treatment

a. Is this waste treated (or will it be treated) prior to entering the treatment works?  
 Yes  No

If Yes, describe the treatment (provide information about the removal efficiency):

b. Is the discharge (or will the discharge be) continuous or intermittent?  
 Continuous  Intermittent

If intermittent, describe the discharge schedule:

**END OF PART F**

**REFER TO THE APPLICATION OVERVIEW TO DETERMINE WHICH OTHER PARTS OF FORM B2 YOU MUST COMPLETE.**





**ATTACHMENT 8**

**CREO KC FORMS**

**CREO 7 INSTRUCTIONS FOR NON-CONSTRUCTION CONTACT**

**00450 00450.01 00460 00470 00485.01 00485.01.1 00470 CREO KC**

**13 CREO 14**

**CREO INSTRUCTIONS  
FOR NON-CONSTRUCTION BIDS**

**MINORITY/WOMEN BUSINESS ENTERPRISE REQUIREMENTS**

**I. City's MBE/WBE Program.**

- A. The City has adopted a Minority/Women Business Enterprise Program (Sections 3-421 through 3-429, Code of Ordinances) (the "Program") to implement the City's policy of supporting the fullest possible participation in City contracts and change orders of firms owned and controlled by minorities and women. Each contract may have an MBE and/or WBE goal for participation. An MBE or WBE goal is a numerical objective the City has set for the contract, which may be awarded pursuant to these bid specifications. Goals are stated as a percentage of contract dollars. For example, if an MBE goal for a contract is 10% and a Bidder submits a bid of \$100,000, the goal for MBE participation would equal \$10,000. The specific MBE/WBE goals on this contract are set forth elsewhere in the bid specifications.
- B. By submitting a Bid, the Bidder agrees, as a material term of the contract, to carry out the City's MBE/WBE Program by making good faith efforts to include certified MBE/WBEs in the contract work to the extent of the goals listed for the contract and to the fullest extent consistent with submitting the lowest and best bid to the City. Bidder agrees that the Program is incorporated into this document and agrees to follow the Program. **Although it is not a requirement for approval of the bid that a Bidder in fact meet or exceed both the MBE and WBE Goals, it is a requirement for approval of the Bid that a Bidder objectively demonstrate to the City that good faith efforts have been made to meet the Goals. Bidders must attempt to meet both the MBE and WBE goals and request a waiver if either is not met.**
- C. The following CREO Forms are attached and must be used for MBE/WBE submittals:
1. Contractor Utilization Plan/Request for Waiver (CREO Form 8: 00450); and
  2. Letter of Intent to Subcontract (CREO Form 00450.01); and
  3. Timetable for MBE/WBE Utilization (CREO Form 10: 00460); and
  4. Request for Modification or Substitution (CREO Form 1: 00470); and
  5. Contractor Affidavit for Final Payment (Form 01290.14); and
  6. Subcontractor Affidavit for Final Payment (Form 01290.15).

**Warning: The City only gives MBE/WBE credit for a bidder's use of certified MBE/WBEs.** A certified MBE/WBE firm is a firm that has been certified by the City's Human Relations Department as such. An MBE/WBE firm must be certified **before** the date on which the bid is due. Certified MBEs and WBEs are listed in the M/W/DBE Kansas City Mo. Online Directory, which is available on the City's website at [www.kcmo.org](http://www.kcmo.org). Before a Bidder submits a bid, Bidder should contact CREO and consult the directory to make sure any firm proposed for use for MBE/WBE participation has been certified.

**II. Required Submissions Following Bid Opening.**

- A. Bidder must submit the following documents within forty-eight (48) hours of bid opening:
1. **Contractor Utilization Plan/Request for Waiver (CREO Form 8: 00450).** This form states a Bidder's plan to use specific certified MBE/WBEs in the performance of the contract and includes the following:
    - a. The work to be performed by each MBE/WBE and the amounts each is to be paid for the work; and
    - b. The name, address, race or ethnic origin, gender and employer identification number or social security number of each MBE/WBE that will perform the work.
    - c. An automatic request for waiver in the event Bidder has not met or exceeded the MBE and/or WBE goals for the contract but believes that it has made good faith efforts to meet or exceed the goals and desires a waiver of the goals. **If a waiver is requested, CREO will examine the Bidder's documentation of good faith efforts and make a recommendation to grant or deny the waiver. CREO will recommend a waiver be granted only if the Bidder has made good faith efforts to obtain MBE/WBE participation.**
  2. **Letter(s) of Intent to Subcontract (CREO Form 00450.01).** A letter must be provided from each MBE/WBE listed on the Contractor Utilization Plan. These letters verify that the MBE/WBE has agreed to execute a formal agreement for the work and indicate the scope of work to be performed and the price agreed upon for the work.

### **III. Required Submission when Requested by City.**

- A. Bidder must submit the following documents when requested by City:
1. **Timetable for MBE/WBE Utilization (CREO Form 10: 00460).**
  2. **Documentation of good faith efforts.**

### **IV. Required Monthly Submissions during term of Contract.**

- A. Bidder must submit the following document on a monthly basis if awarded the contract:
1. **M/WBE Monthly Utilization Report (CREO Form 00485.01).** This report must be submitted to the Director by the 15<sup>th</sup> of each month. Failure to submit timely reports may result in delays in processing of current and future contract approvals and payment applications.

### **V. Required Submittals for Final Contract Payment.**

- A. Contractor must submit the following document with its request for final payment under the contract:
1. **Contractor Affidavit for Final Payment (Form 01290.14)**
  2. **Subcontractor Affidavit(s) for Final Payment (Form 01290.15)**

### **VI. Additional Submittals.**



- A. Contractor may be required to make additional submittals during the term of the Contract, including **Request for Modification or Substitution (CREO Form 11: 00470)**. Refer to Section IX, Modification of the Contractor Utilization Plan or Substitution of an MBE/WBE, for additional instructions on when this form must be submitted.

**VII. MBE/WBE Participation Credit.**

- A. The following shall be credited towards achieving the goals:
  - 1. The total contract dollar amount that a prime contractor has paid or is obligated to pay to a subcontractor that is a certified MBE or WBE, except as otherwise expressly provided for herein.
  - 2. The total contract dollar amount that a prime contractor that is a certified MBE or WBE performed itself.
  - 3. Sixty percent (60%) of the total dollar amount paid or to be paid by a prime contractor to obtain supplies or goods from a supplier who is a certified MBE or WBE.
  - 4. Ten percent (10%) of the total dollar amount paid or to be paid by a prime contractor to obtain supplies or goods from a supply broker who is a certified MBE or WBE.
  - 5. Subcontractor participation with a lower tier MBE/WBE subcontractor using one of the above methods of participation.
- B. **NO CREDIT**, however, will be given for the following:
  - 1. Participation in a contract by a MBE or WBE that does not perform a commercially useful function as defined by the Program; and
  - 2. Any portion of the value of the contract that an MBE or WBE subcontractor subcontracts back to the prime contractor or any other contractor who is not a qualified MBE/WBE; and
  - 3. Materials and supplies used on the contract unless the MBE/WBE is responsible for negotiating the price, determining quality and quantity, ordering the materials and installing (where applicable) and paying for material itself; and
  - 4. Work performed by an MBE or WBE in a scope of work other than that in which the MBE or WBE is currently certified.

**VIII. Methods for Securing Participation of MBE/WBEs and Good Faith Efforts.**

- A. Good faith efforts are efforts that, given all relevant circumstances, a Bidder actively and aggressively seeking to meet the goals can reasonably be expected to make. Good faith efforts must be made *before* the Bidder submits a Contractor Utilization Plan, in other words, within 48 hours of bid opening. However, efforts made to increase participation of MBEs and WBEs following submission of the CUP can be considered as evidence of good faith efforts to meet goals.
- B. In evaluating good faith efforts, the Director of CREO will consider whether the Bidder has performed the following, along with any other relevant factors:
  - 1. Advertised for at least 15 calendar days prior to the bid or proposal due date opportunities to participate in the contract in general circulation media, trade and professional

association publications, small and minority business media, and publications of minority and women's business organizations which are included in a list along with their current contact information identified on the directory as the list of publications available to publish such advertisements, which list shall be updated by CREO no less than every three (3) months.

2. Sent written notices at least fifteen (15) calendar days prior to the bid or proposal due date containing the information required in section (9) below, by certified mail, e-mail, or facsimile, to at least 80% of MBEs and WBEs which are included in a list along with their contact information identified on the directory as the list of organizations available to receive such notices, which list shall be updated by CREO no less than every three (3) months.
3. Sent written notices, containing the information required by section (9) below, by certified mail, e-mail or facsimile, to at least 80% of MBEs and WBEs listed on the directory certified in the applicable scopes of work for the particular bid soliciting their participation in the contract at least 15 calendar days prior to the bid or proposal due date.
4. Attempted to identify portions of the work for qualified MBE and/or WBE participation in order to increase the likelihood of meeting the goals, including breaking down contracts into economically feasible units that take into consideration the capacity of available MBEs/WBEs appearing on the CREO directory.
5. At any time prior to submission of the CUP or submittal of a request for modification of a CUP, requested assistance in achieving the goals from the Director and acted on the Director's recommendations.
6. Conferred with certified MBEs and WBEs which inquired about or responded to the bid solicitation and explained to such MBEs and WBEs the scope and requirements of the work for which their bids or proposals were solicited, and if not all certified MBEs and WBEs in the particular scopes listed on the directory have inquired about or responded to the bid solicitation for each scope of work, then contact by certified mail, e-mail or telephone the greater of ten (10) or 80% of additional certified MBEs and WBEs in the particular scopes of work listed on the directory and offer to confer with such MBEs and WBEs for such particular scope of work and request such MBEs and WBEs to submit a proposal.
7. Attempted to negotiate in good faith with certified MBEs and WBEs which responded to the bid solicitation or those certified MBEs and WBEs that were conferred with as contemplated in section (6) above, and other qualified MBEs and WBEs, at the option of the bidder, proposer, or contractor, as applicable, to perform specific subcontracts; not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities by the bidder, proposer, or contractor; in the event an MBE or WBE is the low bid, but rejected as unqualified, the bidder, proposer, or contractor and the director or board, as applicable, shall provide sound reasons for rejecting such MBE or WBE.
8. Attended pre-bid meeting when such meetings were indicated in the solicitation of bids or otherwise by the bidder, proposer, or contractor, as applicable or by the director provided the director provides written direction to the bidder, proposer, or contractor at the time the goals are recommended.

9. Written notices and advertisements to be provided pursuant to sections (1), (2) and (3) above shall include the following information:
  - a. The bid due date;
  - b. The name of the project;
  - c. The address or general location of the project;
  - d. The location of plans and specifications for viewing;
  - e. Contact information of the prime contractor;
  - f. A general description of the scopes of work that are the subject of the solicitation;
  - g. The goals established for the applicable contract, and if the goals are still subject to board approval, then a statement that the goals as stated are preliminary and are subject to board approval;
  - h. If the project or any portion of the project is subject to prevailing wage then a statement that all or a portion of the project will be subject to the prevailing wage, as applicable; and if only a portion of the scopes are subject to prevailing wage, then identification of such scopes provided that such scopes are known as of the time of bid solicitation;
  - i. The date and time of any pre-bid meeting(s), if any, which have been scheduled by the bidder, proposer, or contractor as of the bid solicitation; and
  - j. Any other information deemed relevant by the bidder, proposer, or contractor, as applicable, or the director to the extent the director provides written direction to the bidder, proposer, or contractor of such additional information at the time the goals are recommended by the director.
- C. A Bidder will be required to give the City documentation to prove that it made good faith efforts. The Bidder will be contacted by the City with further instructions about when this documentation must be submitted.

**IX. Modification of the Contractor Utilization Plan or Substitution of an MBE/WBE.**

- A. After bid opening, a Bidder or Contractor may need to substitute an MBE and/or WBE or request that the amount of MBE/WBE participation listed in its Contractor Utilization Plan be modified. Bidder or Contractor must file a **Request for Modification or Substitution (CREO Form 11) prior to actual substitution and within a reasonable time after learning that a modification or substitution is necessary.** The Director may approve substitutions or modifications and upon approval, the modifications and substitutions will become an amendment to the Contractor Utilization Plan. Modifications or substitutions may be approved when:
  1. The Director finds that the Bidder or Contractor made and provided evidence of good faith efforts to substitute the MBE/WBE listed on the Contractor Utilization Plan with other certified MBE/WBEs for the scope of work or any other scope of work in the contract;  
**AND**
  2. The Bidder or Contractor has not attempted intentionally to evade the requirements of the program and it is in the best interests of the City to allow a modification or substitution; and

3. The Director also finds one of the following:
  - a. The listed MBE/WBE is non-responsive or cannot perform; or
  - b. The listed MBE/WBE has increased its previously quoted price to the bidder or contractor without a corresponding change in the scope of the work; or
  - c. The listed MBE/WBE has committed a material default or breach of its contract with the contractor; or
  - d. Requirements of the scope of work of the contract have changed and render subcontracting not feasible or not feasible at the levels required by the goals established for the contract; or
  - e. The listed MBE/WBE is unacceptable to the contracting department; or
  - f. The listed MBE/WBE thereafter had its certification revoked; or

B. A modification shall not be made unless the modification or substitution has first been requested and approved by the Director. **X. Access to Documents and Records.**

- A. By submitting a Bid, each Bidder agrees to permit the City, its duly authorized agents or employees, access at all reasonable times to all books and business records of Bidder as may be necessary to ascertain compliance with the requirements of this document and the Program, within ten (10) days of the date of the written request.
- B. All Bidders agree to cooperate with the contracting department and CREO in studies and surveys regarding the MBE/WBE program.

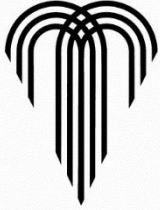
#### **XI. Miscellaneous.**

- A. In the event of any conflict between this document and the Program, the provisions of the Program shall control. The terms used in this document are defined in the Program. B. Verbal representations are not binding on the City.
- C. The City Council may waive the requirements of this document and the Program and award the contract to the lowest and best bidder if the City Council determines a waiver is in the best interests of the City.
- D. The Director may grant extensions of time to Bidders to submit Letters of Intent to Subcontract (CREO Form 00450.01).

#### **XII. Liquidated Damages – MBE/WBE Program.**

- A. If Contractor fails to achieve the MBE/WBE goals stated in its Contractor Utilization Plan, as amended, the City will sustain damages, the exact extent of which would be difficult or impossible to ascertain. Therefore, in order to liquidate those damages, the monetary difference between either (1) the amount of the MBE/WBE goals set forth in the Contractor Utilization Plan, as amended, or (2) the goals established (whichever is lower) and the amount actually paid to qualified MBEs and WBEs for performing a commercially useful function will be deducted from the Contractor's payments as liquidated damages. In determining the amount actually paid to qualified MBEs and WBEs, no credit will be given for the portion of participation that was not approved by the Director, unless the Director determines that the contractor acted in good faith. No deduction for liquidated damages will be made when, for

reasons beyond the control of the Contractor, the MBE/WBE participation stated in the Contractor Utilization Plan, as amended and approved by the Director is not met.



# CONTRACTOR UTILIZATION PLAN/REQUEST FOR WAIVER

Project Number \_\_\_\_\_

Project Title \_\_\_\_\_

\_\_\_\_\_  
(Department Project)

\_\_\_\_\_  
Department

\_\_\_\_\_  
(Bidder/Proposer)

STATE \_\_\_\_\_ ) ss  
\_\_\_\_\_ )

OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_

\_\_\_\_\_  
I, \_\_\_\_\_, of lawful age and upon my oath state  
as follows:

1. This Affidavit is made for the purpose of complying with the provisions of the MBE/WBE submittal requirements on the above project and the MBE/WBE Program and is given on behalf of the Bidder/Proposer listed below. It sets out the Bidder/Proposer's plan to utilize MBE and/or WBE contractors on the project.
2. The project target goals are % MBE and\_% WBE.
3. Bidder/Proposer assures that it will utilize a minimum of the following percentages of MBE/WBE participation in the above project:
  - a. **BIDDER/PROPOSER PARTICIPATION:** % MBE\_\_\_\_% WBE
  - b. **POST-BID/POST-RFP ESTIMATED BUDGET:** \$\_\_\_\_\_
4. The following are the M/WBE subcontractors whose utilization Bidder/Proposer warrants will meet or exceed the above-listed Bidder/Proposer Participation. Bidder/Proposer warrants that it will utilize the M/WBE subcontractors to provide the goods/services described in the applicable Letter(s) of Intent to Subcontract, copies of which shall collectively be deemed incorporated herein). *(All firms must currently be certified by Kansas City, Missouri)*

- a. Name of M/WBE Firm \_\_\_\_\_  
Address \_\_\_\_\_



\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone No.  
I.R.S. No.

*Contract Central*

b. Name of M/WBE Firm \_\_\_\_\_  
\_\_\_\_\_

Address  
Telephone No.  
I.R.S. No.

c. Name of M/WBE Firm \_\_\_\_\_  
\_\_\_\_\_

Address  
Telephone No.  
I.R.S. No.

d. Name of M/WBE Firm \_\_\_\_\_  
\_\_\_\_\_

Address  
Telephone No.  
I.R.S. No.

e. Name of M/WBE Firm \_\_\_\_\_  
\_\_\_\_\_

Address  
Telephone No.  
I.R.S. No.

f. Name of M/WBE Firm \_\_\_\_\_  
\_\_\_\_\_

Address  
Telephone No.  
I.R.S. No.









8. Bidder/Proposer will present documentation of its good faith efforts, a narrative summary detailing its efforts and the reasons its efforts were unsuccessful when requested by the City.
9. I hereby certify that I am authorized to make this Affidavit on behalf of the Bidder/Proposer named below and who shall abide by the terms set forth herein:

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

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

Facsimile number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Bidder/Proposer primary contact:

Title: Date:

(Attach corporate seal if applicable)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_

Notary Public





# LETTER OF INTENT TO SUBCONTRACT

Check one:	
Original LOI:	<input type="checkbox"/>
Updated LOI:	<input type="checkbox"/>

Project Name/Title \_\_\_\_\_  
 Project Location/Number \_\_\_\_\_

**PART 1:** Prime Contractor \_\_\_\_\_ agrees to enter into a contractual agreement with M/W/DBE Subcontractor \_\_\_\_\_ who will provide the following goods/services in connection with the above-reference contract: [Insert a brief narrative describing goods/services to be provided. Broad Categorizations (e.g., "electrical," "plumbing," etc.) or the listing of NAICS Codes in which M/W/DBE Subcontractor is certified are insufficient and may result in denial of this Letter of Intent to Subcontract.]

for an estimated amount of \$ \_\_\_\_\_ (or \_\_\_\_\_ % of the total estimated contract value.)

- M/WBE Vendor type:
- Subcontractor/manufacturer (counts as 100% of contract value towards goals) Supplier (counts as 60% of the total dollar amount paid or to be paid by a prime contractor for supplies or goods towards goals)
  - Broker (counts as 10% of the total dollar amount paid or to be paid by a prime contractor for supplies or goods towards goals)

M/W/DBE Subcontractor is, to the best of Prime Contractor's knowledge, currently certified with the City of Kansas City's Civil Rights & Equal Opportunity Department to perform in the capacities indicated herein. Prime Contractor agrees to utilize M/W/DBE Subcontractor in the capacities indicated herein, and M/W/DBE Subcontractor agrees to work on the above-referenced contract in the capacities indicated herein, contingent upon award of the contract to Prime Contractor. **PART 2:** This section is to be completed by the M/W/DBE subcontractor listed above. Please attach additional sheets as needed for more than one intended sub-tier contract. **IMPORTANT: Falsification of this document will result in denial and other remedies available under City Code.**

- Select one:
- The M/W/DBE Subcontractor listed above **IS NOT** subcontracting any portions of the above-stated scope of work(s). (Continue to Part 3.)
  - The M/W/DBE Subcontractor listed above **IS** subcontracting certain portions of the above stated scope of work(s) to:

(1) Company name: \_\_\_\_\_  
 Full address: \_\_\_\_\_  
Street number and name City, State and Zip Code  
 Primary contact: \_\_\_\_\_  
Name Phone

a) This subcontractor is (select one): MBE WBE DBE N/A i: If this subcontractor is an M/W/DBE certified with the City of Kansas City, Missouri, a separate Letter of Intent must be attached to this document.





I, \_\_\_\_\_, state that the above and foregoing is based on my best knowledge and belief.

Subscribed and sworn to before me, a notary public, on this day of \_\_\_\_\_, 20 \_\_\_\_\_

My Commission Expires: \_\_\_\_\_  
Notary Public

STAMP:

**TIMETABLE FOR MBE/WBE UTILIZATION**

*(This form should be submitted to the City after contract award.)*

I, \_\_\_\_\_, acting in my capacity as \_\_\_\_\_  
*(Name) (Position with Firm)*  
of \_\_\_\_\_, with the submittal of this Timetable, certify that  
*(Name of Firm)* the following timetable for MBE/WBE utilization in the fulfillment of this contract is correct and true to the best of my knowledge.

**ALLOTTED TIME FOR THE COMPLETION OF THIS CONTRACT** *(Check one only)*

15 days	___	75 days	___	135 days	___
30 days	___	90 days	___	150 days	___
45 days	___	105 days	___	165 days	___
60 days	___	120 days	___	180 days	___
Other	_____ (Specify)				

Throughout _____	Beginning 1/3 _____	
Middle 1/3 _____	Final 1/3 _____	
Beginning 1/3 _____%	Middle 1/3 _____%	Final 1/3 _____%

**PLEASE NOTE:** Any changes in this timetable require approval of the Civil Rights & Equal Opportunity Department in advance of the change.

If you have any questions regarding the completion of this form, please contact the Civil Rights & Equal Opportunity Department at: (816) 513-1836.

\_\_\_\_\_

(Signature)

---

(Position with Firm)

---

(Date)





## REQUEST FOR MODIFICATION OR SUBSTITUTION

(This Form **must** be submitted to CREO KC to request substitutions for an MBE/WBE listed in the Contractor Utilization Plan or for modification of the amount of MBE/WBE participation listed in the Contractor Utilization Plan. This Form shall be an amendment to the Contractor Utilization Plan.)

**BIDDER/PROPOSER/CONTRACTOR:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**PROJECT NUMBER OR TITLE:** \_\_\_\_\_

**AMENDMENT/CHANGE ORDER NO: (if applicable)** \_\_\_\_\_

**Project Goals:** \_\_\_\_\_ % MBE \_\_\_\_\_ % WBE **Contractor Utilization Plan:**  
\_\_\_\_\_ % MBE \_\_\_\_\_ % WBE

1. I am the duly authorized representative of the above Bidder/Contractor/Proposer and am authorized to request this substitution or modification on behalf of the Bidder/Contractor/Proposer.

2. I hereby request that the Director of CREO KC recommend or approve: (check appropriate space(s))

a. \_\_\_\_\_ A substitution of the certified MBE/WBE firm \_\_\_\_\_,  
(Name of new firm)  
to perform \_\_\_\_\_,  
(Scope of work to be performed by new firm)

for the MBE/WBE firm \_\_\_\_\_ which is currently  
(Name of old firm)  
listed on the Bidder's/Contractor's/Proposer's Contractor Utilization Plan to  
perform the following scope of work: \_\_\_\_\_. (Scope  
of work of old firm)

b. \_\_\_\_\_ A modification of the amount of MBE/WBE participation currently listed on the Bidder's/Contractor's/Proposer's Contractor Utilization Plan from  
\_\_\_\_\_ % MBE \_\_\_\_\_ % WBE (Fill in % of MBE/WBE Participation currently listed on Contractor Utilization Plan)

**TO**

\_\_\_\_\_ % MBE \_\_\_\_\_ % WBE (Fill in New % of MBE/WBE Participation requested for Contractor Utilization Plan)

c. Attach 00450.01 Letter of Intent to Subcontract letter for each new MBE/WBE to be added.

d. Attach a copy of the most recent 00485.01 or on-line M/WBE Monthly Utilization Report

3. Bidder/Contractor/Proposer states that a substitution or modification is necessary because: (check applicable reason(s) )

\_\_\_ The MBE/WBE listed on the Contractor Utilization Plan is non-responsive or cannot perform.

\_\_\_ The MBE/WBE listed on the Contractor Utilization Plan has increased its previously quoted price without a corresponding change in the scope of work.

\_\_\_ The MBE/WBE listed on the Contractor Utilization Plan has committed a material default or breach of its contract.

\_\_\_ Requirements of the scope of work of the contract have changed and make subcontracting not feasible or not feasible at the levels required by the goals established for the contract.

\_\_\_ The MBE/WBE listed on the Contractor Utilization Plan is unacceptable to the City contracting department.

\_\_\_ Bidder/Contractor/Proposer has not attempted intentionally to evade the requirements of the Act and it is in the best interests of the City to allow a modification or substitution.

4. The following is a narrative summary of the Bidder’s/Contractor’s/Proposer’s good faith efforts exhausted in attempts to substitute the MBE/WBE firm named above which is currently listed on the Contractor Utilization Plan with other qualified, certified MBE/WBE firms for the listed scope of work or any other scope of work in the project:

5. Bidder/Proposer/Contractor will present documentation when requested by the City to evidence its good faith efforts.

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Bidder/Proposer/Contractor)

By: \_\_\_\_\_  
(Authorized Representative)





**CREO KC MONTHLY REPORTING INSTRUCTIONS****M/WBE Monthly Utilization Report Instructions**

1. MBE/WBE Reporting applies to Contracts that have approved MBE/WBE goals assigned.
2. The City will utilize a web-based MBE/WBE Reporting System in the administration of this Contract. This web-based application database is a collaboration tool selected and provided by the City, which will allow Contractors and Consultants/Subcontractors and Subconsultants to enter data and report on compliance.

**Prevailing Wage Certified Payroll Report Instructions**

1. Prevailing Wage Certified Payroll Report applies to Contracts that include Prevailing Wage or Davis Bacon Provisions.
2. This web-based application database is provided by the City for reporting certified payrolls and other related prevailing wage data.
3. Computer Requirements: Minimum Intel Pentium® 4 Processor 2.4 GHz or equivalent processor with 512MB of RAM; recommended Centrino Duo® Processors 1.6 GHz or equivalent with 2GB of RAM, or higher.
  - a. Computer Operation System: Windows XP, Windows Vista, or Windows 7
  - b. Web Browser: Google Chrome
  - c. Connection Speed/Minimum Bandwidth: DSL, ADSL or T1 Line for transferring a minimum of 3 Mbps Downstream and 512 Kbps Upstream
4. City will assist Contractor in providing training of personnel and Subcontractor's personnel.
5. Contractor and Subcontractors shall have the responsibility for visiting the web site and entering data in on timely basis, and as necessary to be in compliance with Prevailing Wage Requirements included in their contracts.

**Workforce Monthly Report Instructions**

1. Workforce Monthly Reporting only applies to Construction Contracts greater than \$300,000 and greater than 800 projected labor hours.
2. The City will utilize a web-based Reporting System in the administration of this Contract. This web-based application database is a collaboration tool selected and provided by the City, which will allow Contractors and Subcontractors to enter data and report on Workforce compliance.





**CITY OF KANSAS CITY, MISSOURI  
Human Relations Department M/WBE  
MONTHLY UTILIZATION REPORT**

Report Date:		Project Name:		City Project Number:					
Project Address:				Contract Award Date:				City Vendor ID:	
General Contractor (GC):				City Contract Number:				City Department Name	
Contact Person/Phone:				General Contract Amount: \$				Total Amount Paid By City To Date: \$	
General Contractor Address:				Contract Goals: _____% DBE _____% MBE _____% WBE					
				Total Contract Days:				Completion Date:	
Email Address:									
MBE/DBE Subcontractor	Date of Certification	Date of Subcontract	Subcontract Amount	% of Total Contract	Estimated Start date	Amount Paid This Period	Amount Paid To Date	% of Contract Paid to Date	
WBE/DBE Subcontractor									



# M/WBE Monthly Compliance Audit Online Reporting Instructions

## PRIME INSTRUCTIONS:

The Prime's responsibility is to report payments made to subcontractors for the prior month.

1. Log into B2GNow Diversity Management System (B2GNow)
2. On the Dashboard, click Contract Audits.
3. Select the specific audit that needs to be completed. Any and all money that changed hands during the month of the audit must be reported to the specific audit month.
4. To complete audit select Report 1 Subcontractor Payment. Under the actions column, select Submit Response for the specific subcontractor that needs reporting or select the Submit ALL Incomplete Records button to go to all the subcontractors to report amounts. Under the audit information answer the following questions:

**Audit Information**

Enter the audit amount for the designated time period. You can attached files or add comments, if necessary.

Amount PAID for June 2020 \*  \$

**Payment Date**

**Payment Detail** Enter details of PAID check numbers (or ACH references) and amounts for June 2020. This information is optional but will speed up the confirmation process. Payment details are displayed to Dan's Contracting Test.

Once information has been entered, select review and save. Complete same steps for all subcontractors. If there were subcontractors that did not receive a payment for the specific audit month, click the Mark Remaining Subcontractors as Zero button to mark remaining subcontractors as 0.

## SUBCONTRACTOR INSTRUCTIONS:

The responsibility of the Subcontractor is to confirm payment received for specific audit month.

1. Log in to B2GNow Diversity Management System (B2GNow)
2. On the Dashboard, select Contract Audits.
3. Select the specific audit that needs to be completed.
4. To complete audit, select Confirm Payment Received. There will be two options: correct or incorrect. Select correct if payment was in fact received OR if payment was not received or amount was different select incorrect. Answer all questions and select save to complete.

**Compliance Audit Information**

Amount Reported by the prime contractor for November 2021 as PAID to You

**\$500.00**

Confirm Reported Amount? \*

[Show all options and fields.](#)

Correct - the amount reported by the prime contractor as PAID to us is correct (\$500.00).

Incorrect - the amount reported by the prime contractor as PAID to us is not correct.

Final Payment? \*

No - our work on this contract continues.

Yes - this is our last payment for this contract.

N/A - we have not begun work on this project or we have not been paid yet for our work.

Is Prime Withholding Retainage? \*

No

Yes

NOTE: Complete one M/WBE report per project.



An email notice will be sent from our organization monthly to notify Prime & Subcontractor users of incomplete audits.

**City of Kansas City, Missouri**  
**Civil Rights & Equal Opportunity Department Construction**  
**Contractor Employee Identification Report**

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

**Prime's Name:** \_\_\_\_\_

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

**KCMO Project Name:** \_\_\_\_\_

**Company City, State, Zip:** \_\_\_\_\_

**KCMO Project Number:** \_\_\_\_\_

**Name of Person Completing Report:** \_\_\_\_\_

**Today's Date:** \_\_\_\_\_

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

**Email:** \_\_\_\_\_

**City Department:** \_\_\_\_\_

**Instructions:**

- 1) Each applicable Prime Contractors **must complete this form for its company within 48 hours of bid opening**
- 2) The Civil Rights & Equal Opportunity Department strongly recommends usage of the electronic version of this form. This form may be obtained by visiting [www.kcmo.gov](http://www.kcmo.gov) website. The website is enabled with a "search" function on the Home page on the right corner. Select the magnifying glass and type in the search field "Contract Central". Select the first result, then click on the link to Standard City Contract Forms. Scroll down to Construction Contractor Employee Identification Report and click the link to open this document. Complete the fields in the Employee section; the Official Use Only section will automatically populate. NOTE: This form can be printed and attached to other required Bid documents.
- 3) All subcontractors shall be required to complete this form and submit to the Prime Contractor. For each subcontractor, the Prime must submit this form to City at least at least (10) days prior to the date the subcontractor shall commence work under a city construction contract.
- 4) Complete this form if you are the Prime contractor on a City construction project estimated over **\$300,000 & over 800 man hours**.
- 5) Complete this form with data from your **current construction workforce** (no office personnel).
- 6) Prime contractor is responsible to ensure subcontractor completes this form as required in #3 above.

Official Use Only

Females	KCMO Resident		Males	KCMO Resident		Foreman/Supervisor	Journeyman	Apprentice	Operating Engineer	Journeyman	Apprentice
African American	0	0	African American	#####	0	Asbestos Worker	0	--	Painter	0	0
Asian/Pacific Islander American	0	0	Asian/Pacific Islander American	#####	0	Boilermaker	0	0	Pipe Fitter/Plumber	0	0
Caucasian American	0	0	Caucasian American	#####	0	Bricklayer	0	0	Plasterer	0	0
Hispanic/Latino American	0	0	Hispanic/Latino American	#####	0	Carpenter	0	0	Roofer	0	0
Native American	0	0	Native American	#####	0	Cement Mason	0	0	Sheet Metal	0	0
Other	0	0	Other	#####	0	Electrician	0	0	Sprinkler Fitter	0	0
	0	0		#####	0	Elevator Constructor	0	0	Truck Driver	0	0
						Glazier	0	0	Welder	0	0
						Iron Worker	0	0	Other	0	--
						Laborer	0	0		0	0
							0	0			

Number of KCMO Residents 0  
 Number of Journeyman 0  
 Number of Apprentice 0

Company Name: 0

KCMO Project Name: 0

KCMO Project Number: 0

	Name		Job Title (use drop down menu)	Address	City	State	Zip Code	KCMO Resident	Gender	Ethnicity
	Last	First								
1										
2										
3										
4										
5										
6										
7										
8										
9										
10										
11										
12										
13										
14										
15										





**AFFIDAVIT OF INTENDED UTILIZATION**

*(This Form must be submitted with your Bid/Proposal)*

\_\_\_\_\_  
(Department Project)

\_\_\_\_\_  
(Bidder/Proposer)

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, of lawful age and upon my oath state as follows:

1. This Affidavit is made for the purpose of complying with the provisions of the Civil Rights & Equal Opportunity Department’s submittal requirements in the bid/proposal specifications on the above project and is given on behalf of the Bidder/Proposer listed below.
2. Bidder/Proposer assures that it presently intends to utilize the following MBE/WBE participation in the above project if awarded the Contract:

**PROJECT GOALS:** \_\_\_\_\_ % MBE \_\_\_\_\_ % WBE  
**BIDDER/PROPOSER PARTICIPATION:** \_\_\_\_\_ % MBE \_\_\_\_\_ % WBE

3. To the best of Bidder’s/Proposer’s knowledge, the following are the names of certified MBEs or WBEs with whom Bidder/Proposer, or Bidder’s/Proposer’s subcontractors, presently intend to contract if awarded the Contract on the above project: *(All firms must currently be certified by Kansas City, Missouri Dept. Of Civil Rights & Equal Opportunity)*

- a. Name of M/WBE Firm \_\_\_\_\_ Address \_\_\_\_\_  
 Telephone No. \_\_\_\_\_  
 I.R.S. No. \_\_\_\_\_  
 Area/Scope of work \_\_\_\_\_  
 Subcontract amount \_\_\_\_\_
- b. Name of M/WBE Firm \_\_\_\_\_  
 Address \_\_\_\_\_  
 Telephone No. \_\_\_\_\_  
 I.R.S. No. \_\_\_\_\_  
 Area/Scope of work \_\_\_\_\_  
 Subcontract amount \_\_\_\_\_
- c. Name of M/WBE Firm \_\_\_\_\_ Address \_\_\_\_\_  
 Telephone No. \_\_\_\_\_  
 I.R.S. No. \_\_\_\_\_  
 Area/Scope of work \_\_\_\_\_  
 Subcontract amount \_\_\_\_\_



*(List additional MBE/WBEs, if any, on additional pages and attach to this form)*

- 4. Bidder/Proposer will identify before contract award, those MBE/WBE subcontractors with dollar amounts and scopes of work which apply to or exceed the MBE/WBE goals for the Project on the ***Contractor Utilization Plan/Request for Waiver (CREO KC 08)***.
- 5. Bidder/Proposer agrees that failure to meet or exceed the MBE/WBE Goals for the above project will automatically render this bid/proposal non-responsive if Bidder/Proposer fails to establish good faith efforts towards meeting the goals as set forth in the CREO KC Forms and Instructions.
- 6. If applicable, Bidder/Proposer assures that it will meet or exceed the minimum employment goals of 10% minority and 2% women during the term of its contract with City, or request a waiver of the goals. **NOTE: This paragraph is applicable ONLY if you are submitting a bid/proposal on a construction contract that was estimated by the City, prior to solicitation, as requiring more than 800 construction labor hours and costing in excess of \$300,000.00.**
- 7. I am authorized to make this Affidavit on behalf of the Bidder/Proposer named below as:

\_\_\_\_\_ of \_\_\_\_\_  
 (Title) (Name of Bidder/Proposer)

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
 (Affiant)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission Expires: \_\_\_\_\_  
 \_\_\_\_\_  
 Notary Public



**AFFIRMATIVE ACTION PROGRAM AFFIDAVIT**

(required for any contractor with 50 or more employees and a contract with the City of Kansas City, Missouri, in excess of \$300,000.00)

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared \_\_\_\_\_, personally known by me or otherwise proven to be the person whose name is subscribed on this affidavit and who, being duly sworn, stated as follows:

I am of sound mind, capable of making this affidavit, and personally swear or affirm that the statements made herein are truthful to the best of my knowledge. I am the \_\_\_\_\_ (title) of \_\_\_\_\_ (business entity) and I am duly authorized, directed or empowered to act with full authority on behalf of the business entity in making this affidavit.

I hereby swear or affirm that [*enter business entity name*] has an affirmative action program (the "Program") in place and will maintain the Program for the duration of its contract with the City of Kansas City, Missouri ("City") as required by Chapter 3 of the City's Code of Ordinances.

I hereby additionally swear or affirm that attached hereto is a true copy of the Program. I hereby additionally swear or affirm that the business entity shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age in a manner prohibited by Chapter 3 of the City's Code of Ordinances.

I acknowledge that I am signing this affidavit as the free act and deed of the business entity and that I am not doing so under duress.



CREO 14 Affirmative Action Program Affidavit 121521

\_\_\_\_\_  
Affiant's signature

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission expires:



CREO 14 Affirmative Action Program Affidavit 121521

## **ATTACHMENT 9**

# **NON CONSTRUCTION APPLICATION FOR PAYMENT**



**NON-CONSTRUCTION  
APPLICATION FOR PAYMENT**

**Project Number** \_\_\_\_\_

**Contract Number** \_\_\_\_\_

**Project Title** \_\_\_\_\_

Final Payment

Application Number: \_\_\_\_\_

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

Ordinance Number: \_\_\_\_\_

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

City PO Number: \_\_\_\_\_

**Design Professional/Contractor:**

Legal Name \_\_\_\_\_

Mail Address: \_\_\_\_\_

City, ST Zip \_\_\_\_\_

Vendor Number \_\_\_\_\_

Application for Work Accomplished: From \_\_\_\_\_ To: \_\_\_\_\_

Name of Kansas City, MO Project Mgr: \_\_\_\_\_

Kansas City, MO Contract Administrator: \_\_\_\_\_

Original Contract Amount	[1]	\$0.00
Net by Amendments ___ through ___	[2]	\$0.00
Optional Services Amount in Contract	[3]	\$0.00
Net by Optional Services Authorizations ___ through ___	[4]	\$0.00
Unauthorized Optional Services Amount Remaining (3-4)	[5]	\$0.00
Maximum Obligation Authorized (([1]+2+4] - [3])	[6]	\$0.00
Total Work Completed to Date	[7]	\$0.00
Total Previous Payment Applications	[8]	\$0.00
<b>PAYMENT DUE CONTRACTOR (7-8)</b>	<b>[9]</b>	<b>\$0.00</b>

**Instructions to Design Professional/Contractor:**

1. Complete and sign this Application and attach the following items: A) **documentation** of expenses (direct payroll, direct expenses, and sub-consultants) per contract (ie.services performed; actual salary of personnel for time charges directly to the project; and/or actual reasonable expenses incurred, AND, B) a **photocopy** of your most recent **00485.01 HRD MWBE Monthly Utilization Report** submitted to Human Relations Dept., if required by contract, AND C) Monthly Progress Report, if required by contract.
2. If this is the **First** application for payment and if Contract amount exceeds \$150,000.00, then also attach proof of tax compliance (**Revenue Clearance Letter**).
3. If this is the **Final** application for payment, then also attach: **01290.14 Contractor Affidavit for Final Payment; 01290.15 Subcontractor Affidavit for Final Payment**, if required by contract; and proof of tax compliance (**Revenue Clearance Letter**).
4. Submit current insurance certificate for the following policies General Liability, Automobile, Workers Compensation and Professional Liability upon renewal.

5. Submit Application to: Water Services Department  
 Name, Project Manager  
 4800 E 63rd St Kansas  
 City, MO 64130

**Contractor:**

Submitted By: \_\_\_\_\_

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

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

**Kansas City:**

Approved By:Project Manager  
\_\_\_\_\_

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

Approved By: \_\_\_\_\_

Director or Designee

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

---

Att 10 Non-Construction Application for Payment 190320 v10

## **ATTACHMENT 10**

# **00630 REVENUE CLEARANCE RELEASE**

**RD-C1****f:2** (12/20)

City of Kansas City, Missouri - Revenue Division

**AUTHORIZATION TO RELEASE  
A REVENUE CLEARANCE LETTER**

Phone: (816) 513-1120

Fax: (816) 513-1264

KAN S A S CITY  
MIS S O U R I

I authorize the City of Kansas City, Missouri, Finance Department, Revenue Division, to release a Revenue Clearance Letter for:

Name of taxpayer: \_\_\_\_\_ FEIN orSSN: \_\_\_\_\_

**(PRINT)**

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

**Check this box and complete this section to send the Clearance Letter to a contractor.****D** I authorize the City to provide a copy of the Taxpayer's Revenue Clearance Letter to the following:

NAME(PRINn	BUSINESS NAME	TITLE
ADDRESS	CITY, STATE, ZIP CODE	
PHONE NUMBER	FAXNUMBER	EMAIL ADDRESS

**D** I authorize the City to provide the Taxpayer's Revenue Clearance Letter to all City Departments to certify that the Taxpayer is in compliance with the tax ordinances administered by the Commissioner of Revenue.Please send my first Revenue Clearance Letter to: \_\_\_\_\_  
(Print Name of City Department / Contact Person / Email / Fax Number)

This authorization shall expire one (1) year from the date on the bottom of this form.

The City, Commissioner of Revenue and the Revenue Division personnel (hereinafter "the City"), are hereby held harmless from any and all liability relating to unauthorized disclosure of confidential tax information resulting from release of information under all applicable confidentiality laws including federal, state, or local, including any damages sustained by wrongful transmission of confidential tax information to any other person.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE EXAMINED THIS AUTHORIZATION, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, IT IS TRUE, CORRECT AND COMPLETE.

**I hereby certify that I am the Taxpayer named herein or that I have the authority to execute this authorization on behalf of the Taxpayer and hold harmless agreement.**

NAME(PRINn	TITLE(IF APPLICABLE)	
SIGNATURE	PHONE NUMBER	DATE

**A FACSIMILE OF THIS DOCUMENT SHALL CONSTITUTE AN ORIGINAL**

Email completed form to business.license @kcmo.org or mail to :

City of Kansas City , Missouri , Business License Office , City Hall, 1st floor, 414 E. 12th St.,

Kansas City , MO 64106





KANSAS CITY  
MISSOURI

Finance Department

Revenue Division

414 E 12th St. 1st Floor  
Kansas City, MO 64106-2786

**DO NOT MAIL  
atL003**

Phone: (816) 513-1120  
Fax: (816) 513-1264  
Email: revenue@kcmo.org  
Website: kcmo.gov/tax

EXAMPLE TAXPAYER  
414 E 12TH ST  
KANSAS CITY MO 64106-2702

Letter Id: L0000143555  
Date: 07-Feb-2024



Taxpayer Id: 0000161779

## TAX CLEARANCE STATUS: APPROVED

As of this date, this notice is to inform you that EXAMPLE TAXPAYER is current with all taxes and license fees with the City of Kansas City, Mo., Finance Department/ Revenue Division.

Please note this could change if we perform a full review of your accounts in the future. We will let you know if we need to review your accounts. You will need to pay any amounts that are found due at that time.

Eric Davison  
Commissioner of Revenue



Visit [kcmo.gov/quicktax](http://kcmo.gov/quicktax) to view the status of your account and for online filing.

## **ATTACHMENT 11**

**00560 MO DEPT OF REVENUE TAX EXEMPTION**



**Project Exemption Certificate**

This form is to be completed and given to your contractor.

<b>Exempt Entity and Project Information</b>	Name of Exempt Entity Issuing the Certificate		Missouri Tax Exemption Number			
	Address		City		State	ZIP Code
	E-mail Address					
	Project Number	Project Begin Date (MM/DD/YYYY) ____/____/____	Estimated Project End Date (MM/DD/YYYY) ____/____/____			
	Description of Project					
	Project Location			Certificate Expiration Date (MM/DD/YYYY) ____/____/____		
	Provide a signed copy of this certificate, along with a copy of the exempt entity's Missouri Sales and Use Tax Exemption Letter to each contractor or subcontractor who will be purchasing tangible personal property for use in this project. It is the responsibility of the exempt entity to ensure the validity of the information on the certificate. The exempt entity must issue a new certificate if any of the information changes.					
Signature of Authorized Exempt Entity		Printed Name of Authorized Exempt Entity		Date (MM/DD/YYYY) ____/____/____		

<b>Contractor</b>	The Missouri exempt entity named above hereby authorizes the purchase, without sales tax, of tangible personal property to be incorporated or consumed in the construction project identified herein and no other, pursuant to <a href="#">Section 144.062, RSMo</a> . Under					
	Name of Purchasing Contractor		Signature of Contractor		Date (MM/DD/YYYY) ____/____/____	
	Address		City		State	ZIP Code

<b>Subcontractor</b>	Contractors - Present this to your supplier in order to purchase the necessary materials tax exempt. Complete the Subcontractor portion if extending the certificate to your subcontractor. The contractor must sign the form in the space provided below.					
	Name of Purchasing Subcontractor					
	Address		City		State	ZIP Code
	Signature of Contractor		Contractor's Printed Name		Date (MM/DD/YYYY) ____/____/____	

penalties of perjury, I declare that the above information and any attached supplement is true, complete, and correct.

P.O Box 358  
Jefferson City, MO 65105-0358

Fax: (573) 522-1271  
E-mail: [salestaxexemptions@dor.mo.gov](mailto:salestaxexemptions@dor.mo.gov)



Visit <http://dor.mo.gov/business/sales/sales-use-exemptions.php> for additional information.

# State of Missouri

## EXEMPTION FROM MISSOURI SALES AND USE TAX ON PURCHASES

Issued to:

CITY OF KANSAS CITY  
414 E 12TH ST 3RD FLOOR  
KANSAS CITY MO 64106

Missouri Tax ID  
Number: 12490466

Effective Date:  
07/11/2002

Your application for sales/use tax exempt status has been approved pursuant to Section 144.030.1, RSMo. This letter is issued as documentation of your exempt status.

Purchases by your Agency are not subject to sales or use tax if within the conduct of your Agency's exempt functions and activities. When purchasing with this exemption, furnish all sellers or vendors a copy of this letter. This exemption may not be used by individuals making personal purchases.

A contractor may purchase and pay for construction materials exempt from sales tax when fulfilling a contract with your Agency only if your Agency issues a project exemption certificate and the contractor makes purchases in compliance with the provisions of Section 144.062, RSMo.

Sales by your Agency are subject to all applicable state and local sales taxes. If you engage in the business of selling tangible personal property or taxable services at retail, you must obtain a Missouri Retail Sales Tax License and collect and remit sales tax.

This is a continuing exemption subject to legislative changes and review by the Director of Revenue. If your Agency ceases to qualify as an exempt entity, this exemption will cease to be valid. This exemption is not assignable or transferable. It is an exemption from sales and use taxes only and is not an exemption from real or personal property tax.

Any alteration to this exemption letter renders it invalid.

If you have any questions regarding the use of this letter, please contact the Division of Taxation and Collection, P.O. Box 3300, Jefferson City, MO 65105-3300, phone 573-751-2836.

**ATTACHMENT 12**

**01290.14 CONTRACTOR AFFIDAVIT FOR FINAL PAYMENT**

**01290.15 SUBCONTRACTOR AFFIDAVIT FOR FINAL PAYMENT**



IRS Number \_\_\_\_\_  
Area/Scope\*of Work \_\_\_\_\_ Subcontract  
Final Amount \_\_\_\_\_

List additional subcontractors, if any, on a similar form and attach to the bid.

Supplier\*\* Final Amount: \_\_\_\_\_

\*Reference to specification sections or bid item number.

- \_\_\_ (✓) Met or exceeded the Contract utilization goals; or
- \_\_\_ (✓) Failed to meet the Contract utilization goals (attach waiver, substitution or modification);
- \_\_\_ or (✓) No goals applied to this Project.

5. CONTRACTOR certifies that each Subcontractor has received full payment for its respective work in connection with the Contract.

6. If applicable, I hereby certify that (1) at project completion and pursuant to contractor's final request for payment, contractor achieved, company-wide, at least ten percent (10%) minority workforce participation and two percent (2%) women workforce participation and (2) a true and accurate copy of my final project workforce monthly report is attached. **NOTE: This paragraph is only applicable if you completed a construction contract that was estimated by the City, prior to solicitation, as requiring more than 800 construction labor hours and costing in excess of \$300,000.00. If applicable you MUST attach copies of your final monthly workforce reports.**

7. This affidavit is made in behalf of the CONTRACTOR for the purpose of securing from Kansas City, Missouri, the certification of completion of the Project and receiving payment therefore.

8. If the Contract amount exceeded \$150,000, CONTRACTOR has submitted proof of compliance with the City tax ordinances administered by the City's Commissioner of Revenue and has on file proof of tax compliance from all Subcontractors. If the Contract term exceeded one (1) year, CONTRACTOR has provided proof of compliance with the City tax ordinances administered by the City's Commissioner of Revenue prior to receiving final payment and has on file proof of tax compliance from all Subcontractors prior to the Subcontractor receiving final payment from CONTRACTOR.

CONTRACTOR \_\_\_\_\_

By \_\_\_\_\_  
(Authorized Signature)

Title \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me  
appeared \_\_\_\_\_, to me personally known to be the  
\_\_\_\_\_ of the \_\_\_\_\_,



and who executed the foregoing instrument and acknowledged that (s)he executed the same on behalf of

\_\_\_\_\_ as its free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year first above written.

My commission expires:

\_\_\_\_\_  
Notary Public

CITY OF FOUNTAINS  
HEART OF THE NATION



KANSAS CITY  
MISSOURI

01290.14 Contractor Affidavit for Final Payment 7.21.2022  
Contract Central

2 of 2

### SUBCONTRACTOR AFFIDAVIT FOR FINAL PAYMENT

Project Number \_\_\_\_\_

Project Title \_\_\_\_\_

STATE OF MISSOURI )

) ss:

COUNTY OF \_\_\_\_\_ )

After being duly sworn the person whose name and signature appears below hereby states under penalty of perjury that:

1. I am the duly authorized officer of the business indicated below (hereinafter Subcontractor) and I make this affidavit on behalf of Subcontractor in accordance with the requirements set forth in Section 290.290, RSMo.

Subcontractor has completed all of the Work required under the terms and conditions of a subcontract as follows:

Subcontract with: \_\_\_\_\_, Contractor

Work Performed: \_\_\_\_\_

Total Dollar Amount of Subcontract and all Change Orders: \$ \_\_\_\_\_

City Certified MBE WBE DBE NA List  
certifications:

2. Subcontractor fully complied with the provisions and requirements of the Missouri Prevailing Wage Law set forth in Sections 290.210, RSMo through 290.340, RSMo.

Business Entity Type:

- Missouri Corporation
- Foreign Corporation
- Fictitious Name Corporation
- Sole Proprietor
- Limited Liability Company
- Partnership
- Joint Venture

Subcontractor's Legal Name and Address

\_\_\_\_\_

Phone No. \_\_\_\_\_

Fax: \_\_\_\_\_

E:mail: \_\_\_\_\_

( ) Other (Specify) Federal ID No. \_\_\_\_\_

I hereby certify that I have the authority to execute this affidavit on behalf of Subcontractor.

By: \_\_\_\_\_

(Signature)

(Print Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

NOTARY

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

My Commission Expires: \_\_\_\_\_ By \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title



## ADDENDUM NUMBER 1

Project Number: 81001040 / Contract Number: EV4114

Project Title: Class A Biosolids Hauling

ISSUE DATE: August 22, 2025

Bidders are hereby notified that the Bidding and Contract Documents for the above project, for which Bids are to be received on September 9, 2025, are amended as follows:

Q1.	Who has the current contract and what was the previous bid tab?
A1.	<b>Synagro Central, LLC., under Contract EV2511.</b>
Q2.	Is there an estimated project cost?
A2.	<b>The estimated annual tonnage is 48,000 wet tons for hauling. The project cost would vary depending on the unit costs.</b>
Q3.	Is there a plan holders/contractors list?
A3.	<b>The plan holders/contractor's list will be accessible on the City's plan room after the Bid is closed.</b>
Q4.	What are the biosolids stored in and how are trucks loaded
A4.	<b>Biosolids are stored in a cake hopper above truck scale. Trucks will pull into the cake loadout area onto the scale. Once operations confirms an empty trailer, a screw conveyor will be used to load cake into the trailers.</b>
Q5.	Is there a requirement for the number of trucks/trailers needed for the job?
A5.	<b>It is anticipated that the Contractor will provide sufficient equipment to treat and haul the estimated tonnage.</b>
Q6.	Is this a daily haul? weekly haul? Or something we need to be on call for?
A6.	<b>For the purposes of this contract, anticipate daily activities to be required.</b>
Q7.	Where are we taking the biosolids? The RFP mentions the Birmingham Land Application Site (BLAS), where is that located in proximity to where we will be loaded? and how many acres are available there for land application?
A7.	<b>The Bidder is required to land apply outside the limits of any City. It is the responsibility of the bidder to obtain approve to land apply solids.</b>
Q8.	Does the city know of landowners interested in taking the biosolids if more acres are required?
A8.	<b>The Contractor will be responsible for identifying appropriate disposal locations for the biosolids generated.</b>

Q9.	Does the city know of locations to stockpile if necessary?
A9.	<b>The Contractor will be responsible for identifying appropriate stockpile locations for the biosolids generated. Biosolids may not be stockpiled on-site at the Blue River WWTP.</b>
Q10.	Is there a current analysis of the biosolids?
A10.	<b>Once the THP project is completed, biosolids at 35% solids will be generated.</b>
Q11.	Is there prevailing wage?
A11.	<b>No, prevailing wage on this project.</b>
Q12.	Are there liquidated damages in relation to the deadline of the job?
A12.	<b>No, there are no liquidated damages.</b>
Q13.	Is there an estimated start date?
A13.	<b>The current mechanical completion for THP is November 3, 2025 with a 120-day acceptance/final completion window, which means we would expect to transition to strictly Class A around March 2026. This contract would issue an NTP 120 days after the bid due date (09-09-25).</b>
Q14.	On page 14 section E Governmental immunity is mentioned but never actually asked for, Is that an insurance requirement?
A14.	<b>No, this is not an insurance requirement.</b>

**NOTE: Bidders must acknowledge receipt of this Addendum by listing the number and date, where provided, on the Bid Form - Document 00410.**



## ADDENDUM NUMBER 2

Project Number: 81001040 / Contract Number: EV4114

Project Title: Class A Biosolids Hauling

ISSUE DATE: September 4, 2025

Bidders are hereby notified that the Bidding and Contract Documents for the above project, for which Bids are to be received on September 9, 2025, are amended as follows:

The Bid date for this Project stated in Document 00130 - Invitation to Bid shall be changed to: 2:00 PM, on September 16, 2025.

Information to Bidders The following is provided to Bidders for information only:

1. June 2025 Monthly Report for the Kansas City, Missouri biosolids land application project (See attached).

Questions regarding the bid:

Q15.	What are you currently paying per wet ton?
A15.	<b>\$101.59/ wet ton</b>
Q16.	It was mentioned the cake hopper can hold 48 hours worth of storage, what is the quantity of biosolids it will hold?
A16.	<b>Assuming a design point of 65lb/ft<sup>3</sup> the silo can hold approximately 317 wet tons of cake.</b>
Q17.	How long does it take to load a truck?
A17.	<b>Live bottom screw conveyor is designed for 13.8 wet tons per hour at a bulk density of 65lb/ft<sup>3</sup>.</b>
Q18.	It was mentioned that lime stabilization could be required, How much is estimated to be required?
A18.	<b>Lime stabilization would only occur when we would have a major equipment failure, it is not anticipated for regular process.</b>
Q19.	How long are the shifts for the driver?
A19.	<b>There are two (2) shifts of 8 hours for a total of 16 hours per day.</b>
Q20.	Are we bidding this for 5 days a week?
Q20.	<b>Yes, the weekend will be for emergencies only.</b>

Q21.	Is there a current analysis of the biosolids including nutritional value that we can take to farmers?
A21.	<b>Yes, I have provided the current contractor's June 2025 monthly report.</b>
Q22.	How many trucks and trailers are currently being used?
A22.	<b>There are two (2) trucks currently being used.</b>
Q23.	I would like to ask for a week bid due date extension to give us time to make adjustments once we receive responses.
A23.	<b>The bid due date will be extended for an extra week thus giving a new bid due date of September 16, 2025.</b>
Q24.	Before the scale is operational, how best to determine wet tons? Scale every load off site or just periodically?
A24.	<b>The truck scale is currently operational.</b>
Q25.	The specifications state that some stabilization is required. For bidding purposes, what volume is expected for stabilization? And should we create a separate bid line item for that volume?
A25.	<b>Lime stabilization would only occur when we would have a major equipment failure, it is not anticipated for regular process.</b>
Q26.	With the new system, what hours should we anticipate operating? (7 days a week, 16 hours per day or 24 hours per day?)
A26.	<b>You should anticipate operating five (5) days a week at 16 hours per day.</b>
Q27.	With the new hopper system, how long will it take to load a truck?
A27.	<b>Live bottom screw conveyor is designed for 13.8 wet tons per hour at a bulk density of 65lb/ft<sup>3</sup>.</b>
Q28.	Have you tested PFAS? If so, can you share the results?
A28.	<b>No.</b>
Q29.	The specifications state "Additional sludge generated at the Birmingham WWTP and other WWTP's operated by the City will also be treated as part of this Project." Should we plan to truck/transport this material? If so, will this be a separate bid line item
A29.	<b>No, this will not occur on this project.</b>
Q30.	Can we submit zone mile pricing for biosolids transportation/disposal?
A30.	<b>No.</b>
Q31.	Will the City keep the bidders bid bond if we don't meet MBE/WBE expectations with our good faith efforts?
A31.	<b>Yes, refer to the Instructions to Bidders.</b>
Q32.	If awarded the contract, can we include or negotiate the following terms: <ul style="list-style-type: none"> <li>• <u>Force Majeure/Change in Law Language</u> Neither Party shall be liable to the other Party for breach or for failure or delay in the performance of its obligations hereunder caused by any act or occurrence</li> </ul>

	<p>beyond its reasonable control, including, but not limited to: fires; floods; strikes (except any strikes involving a Party's personnel); a change in Federal, State, or local law or ordinance; orders or judgments of any Federal, State or local court, administrative agency or governmental body; change in permit conditions or requirements; accidents; extreme weather conditions including, for example, hurricanes, tornadoes, unusually high amounts of precipitation, unusual extremes of temperature or wind, or unusually extended periods of adverse weather conditions; acts of war, aggression or terrorism (foreign or domestic); equipment failure (other than due to the inadequate maintenance thereof); and acts of God.</p> <ul style="list-style-type: none"> <li>• <u>Definitive Payment Terms Language</u> Contractor shall submit to Customer an invoice setting forth the amounts due and any additional information with respect to the computation of said amount. Customer shall pay to Contractor the full amount due under said invoice within thirty (30) days of the date of said invoice. Any invoice amount not paid in full within thirty (30) days after the date of said invoice shall bear interest at the rate of one and one-half percent (1.5%) per month on the unpaid balance thereof computed from the date of the invoice. If there are disputes regarding the contract, Customer agrees to promptly pay any undisputed amounts.</li> </ul>
<b>A32.</b>	<b>No, the standard terms and conditions will not be altered.</b>
Q33.	What is the current contracts dollar amount per wet ton?
<b>A33.</b>	<b>\$101.59/ wet ton</b>
Q34.	Is the current contract Class A or Class B?
<b>A34.</b>	<b>The current contract is with Class B biosolids.</b>
Q35.	What is the average estimated load ton for the new cake hopper?
<b>A35.</b>	<b>Assuming a design point of 65lb/ft<sup>3</sup> the silo can hold approximately 317 wet tons of cake.</b>
Q36.	Approximately how much product will the new hopper hold?
<b>A36.</b>	<b>Assuming a design point of 65lb/ft<sup>3</sup> the silo can hold approximately 317 wet tons of cake.</b>
Q37.	Is there any additional annual renewable contract if both parties agree?
<b>A37.</b>	<b>Yes, there is a possibility of renewing for additional years.</b>

**NOTE: Bidders must acknowledge receipt of this Addendum by listing the number and date, where provided, on the Bid Form - Document 00410.**

435 Williams Court, Suite 100  
Baltimore, MD 21220  
www.synagro.com



Sent via email

August 8, 2025

Mr. Brent Herring  
KC Water Services  
7300 Hawthorne Road Kansas  
City, MO 64120

Dear Mr. Herring:

Enclosed is Synagro's June 2025 Monthly Report for the Kansas City, Missouri biosolids land application project. This report includes a listing of the fields applied during the month and the amount applied to each field, a listing of fields applied and the date biosolids were produced (Date Loaded), the biosolids stabilization pH monitoring logs, a listing of the June 2025 stabilized loads that went to field storage for land application at a later date, and daily percent solids testing for dates land application occurred.

Lab results used for land application reporting are based on when the biosolids were produced and delivered to the field which may not be the same month they were land applied. As such lab results from multiple months may be included in the report. The listing of fields applied and the date biosolids were produced (Date Loaded) show which months biosolids lab reports will be included.

If you have any questions, please contact me at (479) 495-0543.

Sincerely,

A handwritten signature in black ink that reads "Billy C. Staton".

Billy Staton  
Technical Services Director

Enclosures

cc: Sherri Irving, Matthew Lary, Alicia Houston, Jarrek Lucke, Carey Robinson, Adrian Hall, Jeffrey Shopper, David Rosnagel  
– KCMO  
Jasen McKibbin, Tim Cole, Jeff Faust, Evan Webb – Synagro





**June 2025**

**MONTHLY REPORT**

**KANSAS CITY, MISSOURI**

**Blue River WWTP**

**Fields Applied**  
**And Date Applied Report**

**SYNAGRO CENTRAL, LLC**  
435 WILLIAMS COURT, SUITE 100  
BALTIMORE, MD 21220

**Project: 3606 - KANSAS CITY, MO**  
**Plant: 01 - BLUE RIVER WWTP**  
**Date Applied: 6/1/2025 thru 6/30/2025**

**Field Where Applied: MO-CN-00001-0-0001-**

Farmer/Site Operator: RICK FLANERY

<u>Date Applied</u>	<u>Total</u>	<u>UNIT</u>	<u>Type</u>
06/06/2025	347.51	W	LSCAK
06/10/2025	195.56	W	LSCAK
<b>LSCAK WetTons</b>	<b>543.07</b>		

**Field Where Applied: MO-CS-00010-0-0001-**

Farmer/Site Operator: BILLY SNYDER

<u>Date Applied</u>	<u>Total</u>	<u>UNIT</u>	<u>Type</u>
06/10/2025	142.34	W	LSCAK
06/11/2025	182.23	W	LSCAK
06/12/2025	152.62	W	LSCAK
06/16/2025	159.57	W	LSCAK
06/17/2025	69.83	W	LSCAK
<b>LSCAK WetTons</b>	<b>706.59</b>		

**Field Where Applied: MO-CS-00011-0-0001-**

Farmer/Site Operator: JETT CATTLE COMPANY LLC

<u>Date Applied</u>	<u>Total</u>	<u>UNIT</u>	<u>Type</u>
06/20/2025	111.39	W	LSCAK
06/21/2025	301.03	W	LSCAK
06/23/2025	169.60	W	LSCAK
06/24/2025	139.88	W	LSCAK
06/25/2025	156.63	W	LSCAK
06/26/2025	97.78	W	LSCAK
<b>LSCAK WetTons</b>	<b>976.31</b>		

**Field Where Applied: MO-CY-00008-0-0004-**

Farmer/Site Operator: ALLEN PETTY

<u>Date Applied</u>	<u>Total</u>	<u>UNIT</u>	<u>Type</u>
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06/02/2025	92.33	W	LSCAK
<b>LSCAK WetTons</b>	92.33		

<b>Plant Total (Wet tons)</b>	2,318.30		
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**Fields Applied With Date Applied  
And The Date Biosolids Delivered To The  
Field Were Produced (Date Loaded)**

**SYNAGRO CENTRAL, LLC  
435 WILLIAMS COURT, SUITE 100  
BALTIMORE, MD 21220**

**Daily Activity for the Month of June, 2025**

**Based on the Date Applied**

**Project: 3606 KANSAS CITY, MO**

Plant: 01 - BLUE RIVER WWTP

**MO-CN-00001-0-0001-**

<u>DATE APPL</u>	<u>DATE LOAD</u>	<u>AMOUNT APP</u>	<u>UNIT</u>	
06/06/2025	06/04/2025	68.57	W	LSCAK
06/06/2025	06/05/2025	107.26	W	LSCAK
06/06/2025	06/06/2025	171.68	W	LSCAK
06/10/2025	06/09/2025	195.56	W	LSCAK
<b>FIELD TOTAL:</b>		<b>543.07</b>		

**MO-CS-00010-0-0001-**

<u>DATE APPL</u>	<u>DATE LOAD</u>	<u>AMOUNT APP</u>	<u>UNIT</u>	
06/10/2025	06/02/2025	142.34	W	LSCAK
06/11/2025	06/10/2025	182.23	W	LSCAK
06/12/2025	06/11/2025	152.62	W	LSCAK
06/16/2025	06/16/2025	159.57	W	LSCAK
06/17/2025	06/17/2025	69.83	W	LSCAK
<b>FIELD TOTAL:</b>		<b>706.59</b>		

**MO-CS-00011-0-0001-**

<u>DATE APPL</u>	<u>DATE LOAD</u>	<u>AMOUNT APP</u>	<u>UNIT</u>	
06/20/2025	06/17/2025	111.39	W	LSCAK
06/21/2025	06/20/2025	155.90	W	LSCAK
06/21/2025	06/21/2025	145.13	W	LSCAK
06/23/2025	06/23/2025	169.60	W	LSCAK
06/24/2025	06/24/2025	139.88	W	LSCAK
06/25/2025	06/25/2025	156.63	W	LSCAK
06/26/2025	06/26/2025	97.78	W	LSCAK
<b>FIELD TOTAL:</b>		<b>976.31</b>		

SYNAGRO CENTRAL, LLC  
435 WILLIAMS COURT, SUITE 100  
BALTIMORE, MD 21220

Daily Activity for the Month of June, 2025

Based on the Date Applied

Project: 3606 KANSAS CITY, MO

Plant: 01 - BLUE RIVER WWTP

MO-CY-00008-0-0004-

<u>DATE APPL</u>	<u>DATE LOAD</u>	<u>AMOUNT APP</u>	<u>UNIT</u>	
06/02/2025	05/31/2025	92.33	W	LSCAK
	<b>FIELD TOTAL:</b>	<b>92.33</b>		
	<b>PLANT TOTAL:</b>	<b>2,318.30</b>		
	<b>PROJECT TOTAL:</b>	<b>2,318.30</b>		

# Dosage Rate Evaluation Report

Product Type: KANSAS CITY, MO BLUE RIVER WWTP LIME STABILIZED CAKE (KCBRLSC)  
 Sample Date: 4/11/2025 Usage From: 5/1/2025 To 5/31/2025  
 Report #: 60472942001

<u>Parameter</u>	<u>PPM (mg/kg)</u>	<u>Lbs/Dry Ton</u>
PA-N (Injected)	9134	18.269
PA-N (Surface Appl.)	9031	18.062
TKN (TKN)	29400	
Ammonia Nitrogen (Am)	344	
Nitrate Nitrogen (NitraN)	43.1	
Nitrite Nitrogen (NitriN)	<30.5	
Organic Nitrogen (Orn)	29056	
Total Phosphorus (P)	6370	12.74
Total Potassium (K)	2530	5.06
Arsenic (As)	2.5	0.005
Cadmium (Cd)	<1	<0.002
Chromium (Cr)	15.6	0.031
Copper (Cu)	74.6	0.149
Lead (Pb)	19	0.038
Mercury (Hg)	<0.13	<0.001
Molybdenum (Mo)	<4.2	<0.008
Nickel (Ni)	11	0.022
Selenium (Se)	5.2	0.01
Zinc (Zn)	205	0.41
Calcium Carbonate Equivalency (CCE)	246400	492.8

Percent Solids: **35.10 %**

**Calculations:**

PA-N (ppm) = [ (f1) (ppm Org. N) ] + [ (V1) (ppm Ammonia N) ] + (ppm Nitrate N) + (ppm Nitrite N)

Organic Nitrogen = TKN - Ammonia Nitrogen

ppm or mg/kg x .002 = lbs/dry ton

Biosolids/Residuals Application State: **MISSOURI**

Organic Nitrogen Mineralization Rate (f1): **For LIME STABILIZED: 30.00%**

Ammonia Nitrogen Non-Volatilized Fraction (V1): For Injected: 1.00  
 For Surface Appl.: 0.70

NR = Data not Reported to Synagro or Data not Required

**Notes:** Calcium Carbonate Equivalency is from a December 2024 sample analyzed by Midwest Laboratories. Total solids is an average of 35.7%, 34.6%, and 35.1% from April 11, 2025 samples analyzed by Pace Analytical. All other values are from April 11, 2025 samples analyzed by Pace Analytical.





**ANALYTICAL RESULTS**

Project: BLUE RIVER WWTP 3606

Pace Project No.: 60472942

**Sample: APRIL 2025**      **Lab ID: 60472942001**      Collected: 04/11/25 02:30      Received: 04/11/25 16:50      Matrix: Solid

*Results reported on a "dry weight" basis and are adjusted for percent moisture, sample size and any dilutions.*

Parameters	Results	Units	Report Limit	DF	Prepared	Analyzed	CAS No.	Qual
<b>Percent Moisture</b>								
Analytical Method: ASTM D2974 Pace Analytical Services - Kansas City								
Percent Moisture	<b>64.3</b>	%	0.50	1		04/14/25 16:34		
<b>2540G Total Percent Solids</b>								
Analytical Method: SM 2540G Pace Analytical Services - Kansas City								
Total Solids	<b>35.7</b>	%	0.10	1		04/14/25 16:34		
<b>9045 pH Soil</b>								
Analytical Method: EPA 9045 Pace Analytical Services - Kansas City								
pH at 25 Degrees C	<b>11.8</b>	Std. Units	0.10	1		04/21/25 15:00		

**Sample: APRIL 2025**      **Lab ID: 60472942002**      Collected: 04/11/25 02:50      Received: 04/11/25 16:50      Matrix: Solid

*Results reported on a "dry weight" basis and are adjusted for percent moisture, sample size and any dilutions.*

Parameters	Results	Units	Report Limit	DF	Prepared	Analyzed	CAS No.	Qual
<b>6010 MET ICP Red. Interference</b>								
Analytical Method: EPA 6010      Preparation Method: EPA 3050 Pace Analytical Services - Kansas City								
Arsenic	<b>2.5</b>	mg/kg	2.1	1	04/14/25 13:46	04/18/25 12:35	7440-38-2	
Cadmium	ND	mg/kg	1.0	1	04/14/25 13:46	04/18/25 12:35	7440-43-9	
Calcium	<b>269000</b>	mg/kg	209	5	04/14/25 13:46	04/21/25 14:08	7440-70-2	
Chromium	<b>15.6</b>	mg/kg	1.0	1	04/14/25 13:46	04/18/25 12:35	7440-47-3	
Copper	<b>74.6</b>	mg/kg	4.2	1	04/14/25 13:46	04/18/25 12:35	7440-50-8	
Lead	<b>19.0</b>	mg/kg	2.1	1	04/14/25 13:46	04/18/25 12:35	7439-92-1	
Magnesium	<b>2690</b>	mg/kg	10.5	1	04/14/25 13:46	04/18/25 12:35	7439-95-4	
Molybdenum	ND	mg/kg	4.2	1	04/14/25 13:46	04/18/25 12:35	7439-98-7	
Nickel	<b>11.0</b>	mg/kg	1.0	1	04/14/25 13:46	04/18/25 12:35	7440-02-0	
Potassium	<b>2530</b>	mg/kg	105	1	04/14/25 13:46	04/18/25 12:35	7440-09-7	
Selenium	<b>5.2</b>	mg/kg	3.1	1	04/14/25 13:46	04/18/25 12:35	7782-49-2	
Silver	ND	mg/kg	1.5	1	04/14/25 13:46	04/18/25 12:35	7440-22-4	
Sodium	<b>465</b>	mg/kg	105	1	04/14/25 13:46	04/18/25 12:35	7440-23-5	
Zinc	<b>205</b>	mg/kg	20.9	1	04/14/25 13:46	04/18/25 12:35	7440-66-6	

**7471 Mercury**      Analytical Method: EPA 7471      Preparation Method: EPA 7471

Pace Analytical Services - Kansas City

Mercury	ND	mg/kg	0.13	1	04/21/25 09:10	04/21/25 13:21	7439-97-6	
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**Percent Moisture**      Analytical Method: ASTM D2974

Pace Analytical Services - Kansas City

Percent Moisture	<b>65.4</b>	%	0.50	1		04/15/25 17:18		
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**2540G Total Percent Solids**      Analytical Method: SM 2540G

Pace Analytical Services - Kansas City

Total Solids	<b>34.6</b>	%	0.10	1		04/15/25 17:18		
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**REPORT OF LABORATORY ANALYSIS**

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### ANALYTICAL RESULTS

Project: BLUE RIVER WWTP 3606

Pace Project No.: 60472942

**Sample: APRIL 2025**      **Lab ID: 60472942002**      Collected: 04/11/25 02:50      Received: 04/11/25 16:50      Matrix: Solid

*Results reported on a "dry weight" basis and are adjusted for percent moisture, sample size and any dilutions.*

Parameters	Results	Units	Report Limit	DF	Prepared	Analyzed	CAS No.	Qual
<b>350.1 Ammonia</b>								
Analytical Method: EPA 350.1      Preparation Method: EPA 350.1 Pace Analytical Services - Kansas City								
Nitrogen, Ammonia	<b>344</b>	mg/kg	2.8	1	04/15/25 08:52	04/16/25 12:26	7664-41-7	
<b>365.4 Total Phosphorus</b>								
Analytical Method: EPA 365.4      Preparation Method: EPA 365.4 Pace Analytical Services - Kansas City								
Phosphorus	<b>6370</b>	mg/kg	147	10	04/24/25 12:00	04/25/25 15:59	7723-14-0	M1

**Sample: APRIL 2025**      **Lab ID: 60472942003**      Collected: 04/11/25 03:10      Received: 04/11/25 16:50      Matrix: Solid

*Results reported on a "dry weight" basis and are adjusted for percent moisture, sample size and any dilutions.*

Parameters	Results	Units	Report Limit	DF	Prepared	Analyzed	CAS No.	Qual
<b>Percent Moisture</b>								
Analytical Method: ASTM D2974 Pace Analytical Services - Kansas City								
Percent Moisture	<b>64.9</b>	%	0.50	1		04/15/25 17:19		
<b>2540G Total Percent Solids</b>								
Analytical Method: SM 2540G Pace Analytical Services - Kansas City								
Total Solids	<b>35.1</b>	%	0.10	1		04/15/25 17:19		
<b>Total Nitrogen Calculation</b>								
Analytical Method: TKN+NO3+NO2 Calculation Pace Analytical Services - Kansas City								
Nitrogen	<b>29400</b>	mg/kg	1.0	1		04/29/25 08:51	7727-37-9	
<b>351.2 Total Kjeldahl Nitrogen</b>								
Analytical Method: EPA 351.2      Preparation Method: EPA 351.2 Pace Analytical Services - Kansas City								
Nitrogen, Kjeldahl, Total	<b>29400</b>	mg/kg	758	10	04/17/25 12:00	04/28/25 12:10	7727-37-9	
<b>9056 IC Anions</b>								
Analytical Method: EPA 9056      Preparation Method: EPA 9056 Pace Analytical Services - Kansas City								
Nitrate as N	<b>43.1</b>	mg/kg	30.5	10	04/15/25 13:06	04/17/25 02:20	14797-55-8	M1,R1
Nitrite as N	ND	mg/kg	30.5	10	04/15/25 13:06	04/17/25 02:20	14797-65-0	M1,R1

### REPORT OF LABORATORY ANALYSIS

This report shall not be reproduced, except in full,  
without the written consent of Pace Analytical Services, LLC.

# Dosage Rate Evaluation Report

Product Type: KANSAS CITY, MO BLUE RIVER WWTP LIME STABILIZED CAKE (KCBRLSC)  
 Sample Date: 5/7/2025 Usage From: 6/1/2025 To 6/30/2025  
 Report #: 60474719001

<u>Parameter</u>	<u>PPM (mg/kg)</u>	<u>Lbs/Dry Ton</u>
PA-N (Injected)	14962	29.923
PA-N (Surface Appl.)	14572	29.143
TKN (TKN)	46500	
Ammonia Nitrogen (Am)	1300	
Nitrate Nitrogen (NitraN)	64.2	
Nitrite Nitrogen (NitriN)	<37.4	
Organic Nitrogen (Orn)	45200	
Total Phosphorus (P)	14000	28
Total Potassium (K)	1680	3.36
Arsenic (As)	<3.1	<0.006
Cadmium (Cd)	<1.5	<0.003
Chromium (Cr)	22.8	0.046
Copper (Cu)	95.2	0.19
Lead (Pb)	38.8	0.078
Mercury (Hg)	0.19	<0.001
Molybdenum (Mo)	7.4	0.015
Nickel (Ni)	19.3	0.039
Selenium (Se)	4.8	0.01
Zinc (Zn)	491	0.982
Calcium Carbonate Equivalency (CCE)	246400	492.8

Percent Solids: **28.40 %**

**Calculations:**

PA-N (ppm) = [ (f1) (ppm Org. N) ] + [ (V1) (ppm Ammonia N) ] + (ppm Nitrate N) + (ppm Nitrite N)

Organic Nitrogen = TKN - Ammonia Nitrogen

ppm or mg/kg x .002 = lbs/dry ton

Biosolids/Residuals Application State: **MISSOURI**

Organic Nitrogen Mineralization Rate (f1): **For LIME STABILIZED: 30.00%**

Ammonia Nitrogen Non-Volatilized Fraction (V1): For Injected: 1.00  
 For Surface Appl.: 0.70

NR = Data not Reported to Synagro or Data not Required

**Notes:** Calcium Carbonate Equivalency is from a December 2024 sample analyzed by Midwest Laboratories. All other values are from a May 7, 2025 sample analyzed by Pace Analytical.



### ANALYTICAL RESULTS

Project: BLUE RIVER WWTP 3606

Pace Project No.: 60474719

**Sample: MAY 2025 COMPOSITE**      **Lab ID: 60474719001**      Collected: 05/07/25 04:45      Received: 05/07/25 17:50      Matrix: Solid

*Results reported on a "dry weight" basis and are adjusted for percent moisture, sample size and any dilutions.*

Parameters	Results	Units	Report Limit	DF	Prepared	Analyzed	CAS No.	Qual
<b>6010 MET ICP Red. Interference</b>		Analytical Method: EPA 6010    Preparation Method: EPA 3050 Pace Analytical Services - Kansas City						
Arsenic	ND	mg/kg	3.1	1	05/16/25 14:16	05/20/25 17:34	7440-38-2	
Cadmium	ND	mg/kg	1.5	1	05/16/25 14:16	05/20/25 17:34	7440-43-9	
Calcium	<b>106000</b>	mg/kg	61.7	1	05/16/25 14:16	05/20/25 17:34	7440-70-2	
Chromium	<b>22.8</b>	mg/kg	1.5	1	05/16/25 14:16	05/20/25 17:34	7440-47-3	
Copper	<b>95.2</b>	mg/kg	6.2	1	05/16/25 14:16	05/20/25 17:34	7440-50-8	
Lead	<b>38.8</b>	mg/kg	3.1	1	05/16/25 14:16	05/20/25 17:34	7439-92-1	
Magnesium	<b>2260</b>	mg/kg	15.4	1	05/16/25 14:16	05/20/25 17:34	7439-95-4	
Molybdenum	<b>7.4</b>	mg/kg	6.2	1	05/16/25 14:16	05/20/25 17:34	7439-98-7	
Nickel	<b>19.3</b>	mg/kg	1.5	1	05/16/25 14:16	05/20/25 17:34	7440-02-0	
Potassium	<b>1680</b>	mg/kg	154	1	05/16/25 14:16	05/20/25 17:34	7440-09-7	
Selenium	<b>4.8</b>	mg/kg	4.6	1	05/16/25 14:16	05/20/25 17:34	7782-49-2	
Silver	ND	mg/kg	2.2	1	05/16/25 14:16	05/20/25 17:34	7440-22-4	
Sodium	<b>609</b>	mg/kg	154	1	05/16/25 14:16	05/20/25 17:34	7440-23-5	
Zinc	<b>491</b>	mg/kg	30.8	1	05/16/25 14:16	05/20/25 17:34	7440-66-6	
<b>7471 Mercury</b>		Analytical Method: EPA 7471    Preparation Method: EPA 7471 Pace Analytical Services - Kansas City						
Mercury	<b>0.19</b>	mg/kg	0.15	1	05/14/25 13:24	05/15/25 10:53	7439-97-6	
<b>Percent Moisture</b>		Analytical Method: ASTM D2974 Pace Analytical Services - Kansas City						
Percent Moisture	<b>71.6</b>	%	0.50	1		05/09/25 15:42		
<b>2540G Total Percent Solids</b>		Analytical Method: SM 2540G Pace Analytical Services - Kansas City						
Total Solids	<b>28.4</b>	%	0.10	1		05/09/25 15:42		
<b>9045 pH Soil</b>		Analytical Method: EPA 9045 Pace Analytical Services - Kansas City						
pH at 25 Degrees C	<b>12.2</b>	Std. Units	0.10	1		05/09/25 18:16		PO
<b>Total Nitrogen Calculation</b>		Analytical Method: TKN+NO3+NO2 Calculation Pace Analytical Services - Kansas City						
Nitrogen	<b>46600</b>	mg/kg	1.0	1		05/22/25 16:50	7727-37-9	
<b>350.1 Ammonia</b>		Analytical Method: EPA 350.1    Preparation Method: EPA 350.1 Pace Analytical Services - Kansas City						
Nitrogen, Ammonia	<b>1300</b>	mg/kg	17.4	5	05/16/25 10:12	05/17/25 14:39	7664-41-7	
<b>351.2 Total Kjeldahl Nitrogen</b>		Analytical Method: EPA 351.2    Preparation Method: EPA 351.2 Pace Analytical Services - Kansas City						
Nitrogen, Kjeldahl, Total	<b>46500</b>	mg/kg	1760	20	05/15/25 12:00	05/16/25 16:02	7727-37-9	

### REPORT OF LABORATORY ANALYSIS

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### ANALYTICAL RESULTS

Project: BLUE RIVER WWTP 3606

Pace Project No.: 60474719

Sample: **MAY 2025 COMPOSITE** Lab ID: **60474719001** Collected: 05/07/25 04:45 Received: 05/07/25 17:50 Matrix: Solid

*Results reported on a "dry weight" basis and are adjusted for percent moisture, sample size and any dilutions.*

Parameters	Results	Units	Report Limit	DF	Prepared	Analyzed	CAS No.	Qual
<b>365.4 Total Phosphorus</b>								
Analytical Method: EPA 365.4 Preparation Method: EPA 365.4								
Pace Analytical Services - Kansas City								
Phosphorus	<b>14000</b>	mg/kg	352	20	05/15/25 12:00	05/16/25 16:00	7723-14-0	
<b>9056 IC Anions</b>								
Analytical Method: EPA 9056 Preparation Method: EPA 9056								
Pace Analytical Services - Kansas City								
Nitrate as N	<b>64.2</b>	mg/kg	37.4	10	05/21/25 15:32	05/22/25 02:17	14797-55-8	
Nitrite as N	ND	mg/kg	37.4	10	05/21/25 15:32	05/22/25 02:17	14797-65-0	

### REPORT OF LABORATORY ANALYSIS

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**MISSOURI FIELD REPORT**

**KANSAS CITY, MO**

June 2025

Synagro Field: MO-CN-00001-0-0001-

Site Name: RICK FLANERY

County: CLINTON	Latitude: 39.28'12"
Crop: HAY	Longitude: 94.25'29"
	Acres: 290.00 (117.45 ha)
	Rate: 110 LBS PAN/ACRE
	Applic. Method: SURFACE APPL.
	Legal Desc: W 1/2
	SEC.19 T.54 R.31

WET TONS APPLIED:	Month to Date: 543.07	Year to Date: 5,554.25
DRY TONS / ACRE APPLIED:	Month to Date: 0.53	Year to Date: 5.92

\*\*\*\*\* POUNDS PER ACRE APPLIED \*\*\*\*\*  
(Kilograms per Hectare Applied)

<u>PARAMETER</u>	<u>MONTH TO DATE</u>	<u>YEAR TO DATE</u>	<u>CUMULATIVE</u>
PAN	15.50	90.92	
P	14.89	81.52	
K	1.79	16.72	
As	<.01 (<.01)	0.04 (0.04)	0.04 (0.04)
Cd	<.01 (<.01)	0.02 (0.02)	0.02 (0.02)
Cr	0.02 (0.02)	0.33 (0.37)	0.44 (0.49)
Cu	0.10 (0.11)	1.35 (1.51)	1.80 (2.02)
Pb	0.04 (0.04)	0.48 (0.54)	0.60 (0.67)
Hg	<.01 (<.01)	<.01 (<.01)	<.01 (<.01)
Mo	<.01 (<.01)	0.09 (0.10)	0.13 (0.15)
Ni	0.02 (0.02)	0.30 (0.34)	0.40 (0.45)
Se	<.01 (<.01)	0.05 (0.06)	0.06 (0.07)
Zn	0.52 (0.58)	6.37 (7.13)	8.34 (9.34)

**June 2025** **DAILY FIELD LOADING SHEET** **Synagro Field: MO-CN-00001-0-0001-**

<u>Date Applied</u>	<u>Type</u>	<u>% Solids</u>	<u>Amount</u>	<u>Unit</u>	<u>Dry Tons</u>
06/06/2025	KCBRLSC	28.40	68.57	WET TONS	19.47
06/06/2025	KCBRLSC	28.40	107.26	WET TONS	30.46
06/06/2025	KCBRLSC	28.40	171.68	WET TONS	48.76
06/10/2025	KCBRLSC	28.40	195.56	WET TONS	55.54
-----					
Total By Unit Of Measure:			543.07	WET TONS	154.23 DT
<b>GRAND TOTALS:</b>					<b>154.23 DT</b>
					<b>139.89 MT</b>

"NR" = Data not reported to Synagro Technologies Inc or data not required

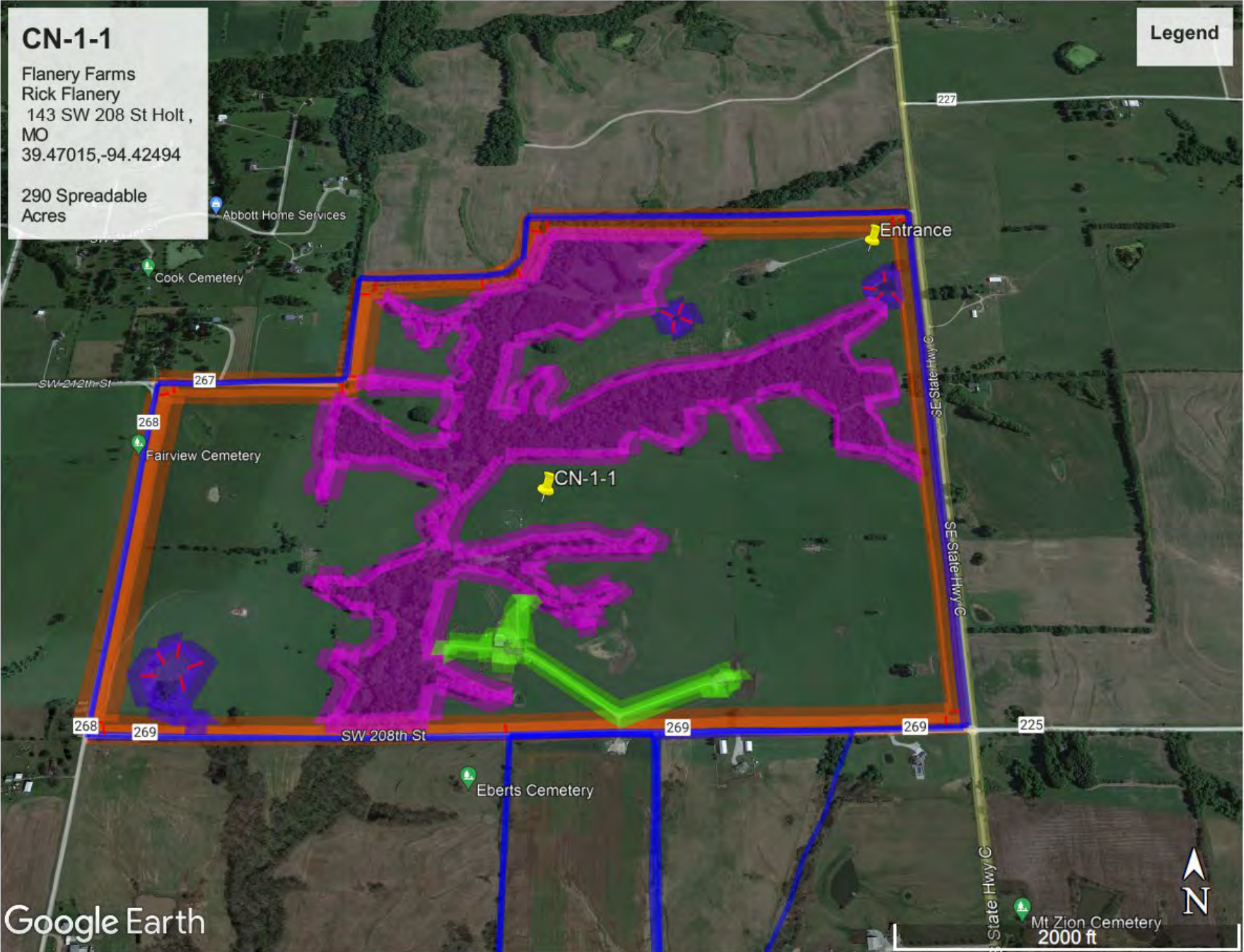


# CN-1-1

Flanery Farms  
Rick Flanery  
143 SW 208 St Holt,  
MO  
39.47015,-94.42494

290 Spreadable  
Acres

Legend



Google Earth



Mt Zion Cemetery  
2000 ft

# MISSOURI FIELD REPORT

## KANSAS CITY, MO

June 2025

Synagro Field: MO-CS-00010-0-0001-

Site Name: BILLY SNYDER

	Latitude:	38.42'31"
	Longitude:	94.12'04"
County: CASS	Acres:	54.00 (21.87 ha)
Crop: HAY	Rate:	120 LBS PAN/ACRE
	Applic. Method:	SURFACE APPL.
	Legal Desc:	N1/2 SW1/4 SEC.14 T.45 R.30

WET TONS APPLIED:	Month to Date:	706.59	Year to Date:	706.59
DRY TONS / ACRE APPLIED:	Month to Date:	3.72	Year to Date:	3.72

\*\*\*\*\* POUNDS PER ACRE APPLIED \*\*\*\*\*  
(Kilograms per Hectare Applied)

<u>PARAMETER</u>	<u>MONTH TO DATE</u>	<u>YEAR TO DATE</u>	<u>CUMULATIVE</u>
PAN	108.30	108.30	
P	104.05	104.05	
K	12.49	12.49	
As	0.02 (0.02)	0.02 (0.02)	0.02 (0.02)
Cd	0.01 (0.01)	0.01 (0.01)	0.01 (0.01)
Cr	0.17 (0.19)	0.17 (0.19)	0.17 (0.19)
Cu	0.71 (0.80)	0.71 (0.80)	0.71 (0.80)
Pb	0.29 (0.32)	0.29 (0.32)	0.29 (0.32)
Hg	<.01 (<.01)	<.01 (<.01)	<.01 (<.01)
Mo	0.06 (0.07)	0.06 (0.07)	0.06 (0.07)
Ni	0.14 (0.16)	0.14 (0.16)	0.14 (0.16)
Se	0.04 (0.04)	0.04 (0.04)	0.04 (0.04)
Zn	3.65 (4.09)	3.65 (4.09)	3.65 (4.09)

June 2025

### DAILY FIELD LOADING SHEET

Synagro Field: MO-CS-00010-0-0001-

<u>Date Applied</u>	<u>Type</u>	<u>% Solids</u>	<u>Amount</u>	<u>Unit</u>	<u>Dry Tons</u>
06/10/2025	KCBRLSC	28.40	142.34	WET TONS	40.42
06/11/2025	KCBRLSC	28.40	182.23	WET TONS	51.75
06/12/2025	KCBRLSC	28.40	152.62	WET TONS	43.34
06/16/2025	KCBRLSC	28.40	159.57	WET TONS	45.32



<u>Date Applied</u>	<u>Type</u>	<u>% Solids</u>	<u>Amount</u>	<u>Unit</u>	<u>Dry Tons</u>
06/17/2025	KCBRLSC	28.40	69.83	WET TONS	19.83
-----			-----		
		Total By Unit Of Measure:	706.59	WET TONS	200.67 DT
<b>GRAND TOTALS:</b>					<b>200.67 DT</b>
					<b>182.01 MT</b>

"NR" = Data not reported to Synagro Technologies Inc or data not required

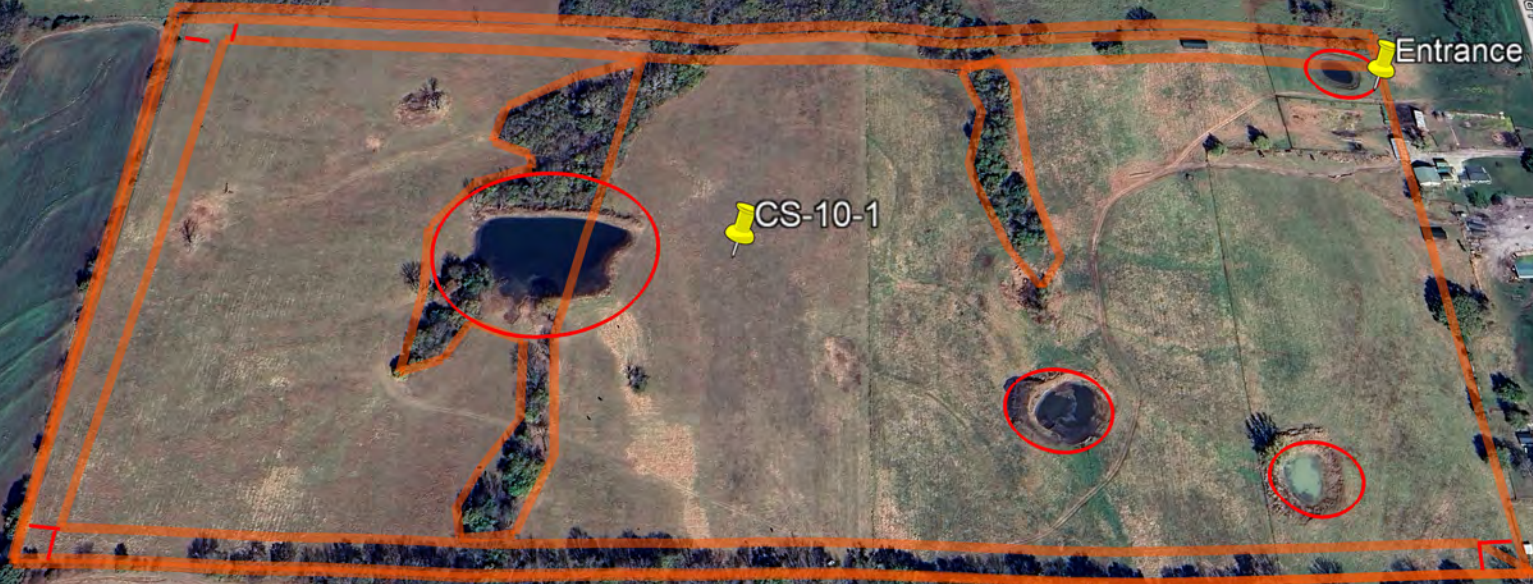


# CS-10-1

Billy Snyder  
22416 Staley Mound Road  
Pleasant Hill , MO 64080  
38.70874,-94.20115

54 Spreadabe Acres

Legend



Google Earth

Image © 2025 Airbus



900 ft



**MISSOURI FIELD REPORT**

**KANSAS CITY, MO**

June 2025

Synagro Field: MO-CS-00011-0-0001-

Site Name: JOHN TORTELLOT

County: CASS	Latitude: 38.38'11"
Crop: HAY	Longitude: 94.07'43"
	Acres: 93.00 (37.67 ha)
	Rate: 120 LBS PAN/ACRE
	Applic. Method: SURFACE APPL.
	Legal Desc: NE1/4 SE1/4 SW1/4 SEC.4 T.44 R.29

WET TONS APPLIED:	Month to Date: 976.31	Year to Date: 976.31
DRY TONS / ACRE APPLIED:	Month to Date: 2.98	Year to Date: 2.98

\*\*\*\*\* POUNDS PER ACRE APPLIED \*\*\*\*\*  
(Kilograms per Hectare Applied)

<u>PARAMETER</u>	<u>MONTH TO DATE</u>	<u>YEAR TO DATE</u>	<u>CUMULATIVE</u>
PAN	86.89	86.89	
P	83.48	83.48	
K	10.02	10.02	
As	0.02 (0.02)	0.02 (0.02)	0.02 (0.02)
Cd	<.01 (<.01)	<.01 (<.01)	<.01 (<.01)
Cr	0.14 (0.16)	0.14 (0.16)	0.14 (0.16)
Cu	0.57 (0.64)	0.57 (0.64)	0.57 (0.64)
Pb	0.23 (0.26)	0.23 (0.26)	0.23 (0.26)
Hg	<.01 (<.01)	<.01 (<.01)	<.01 (<.01)
Mo	0.04 (0.04)	0.04 (0.04)	0.04 (0.04)
Ni	0.12 (0.13)	0.12 (0.13)	0.12 (0.13)
Se	0.03 (0.03)	0.03 (0.03)	0.03 (0.03)
Zn	2.93 (3.28)	2.93 (3.28)	2.93 (3.28)

June 2025

**DAILY FIELD LOADING SHEET**

Synagro Field: MO-CS-00011-0-0001-

<u>Date Applied</u>	<u>Type</u>	<u>% Solids</u>	<u>Amount</u>	<u>Unit</u>	<u>Dry Tons</u>
06/20/2025	KCBRLSC	28.40	111.39	WET TONS	31.63
06/21/2025	KCBRLSC	28.40	155.90	WET TONS	44.28
06/21/2025	KCBRLSC	28.40	145.13	WET TONS	41.22
06/23/2025	KCBRLSC	28.40	169.60	WET TONS	48.17
06/24/2025	KCBRLSC	28.40	139.88	WET TONS	39.73
06/25/2025	KCBRLSC	28.40	156.63	WET TONS	44.48

June 2025

DAILY FIELD LOADING SHEET

Synagro Field: MO-CS-00011-0-0001-

<u>Date Applied</u>	<u>Type</u>	<u>% Solids</u>	<u>Amount</u>	<u>Unit</u>	<u>Dry Tons</u>
06/26/2025	KCBRLSC	28.40	97.78	WET TONS	27.77
-----			-----		
		Total By Unit Of Measure:	976.31	WET TONS	277.27 DT
<b>GRAND TOTALS:</b>					<b>277.27 DT</b>
					<b>251.49 MT</b>

"NR" = Data not reported to Synagro Technologies Inc or data not required

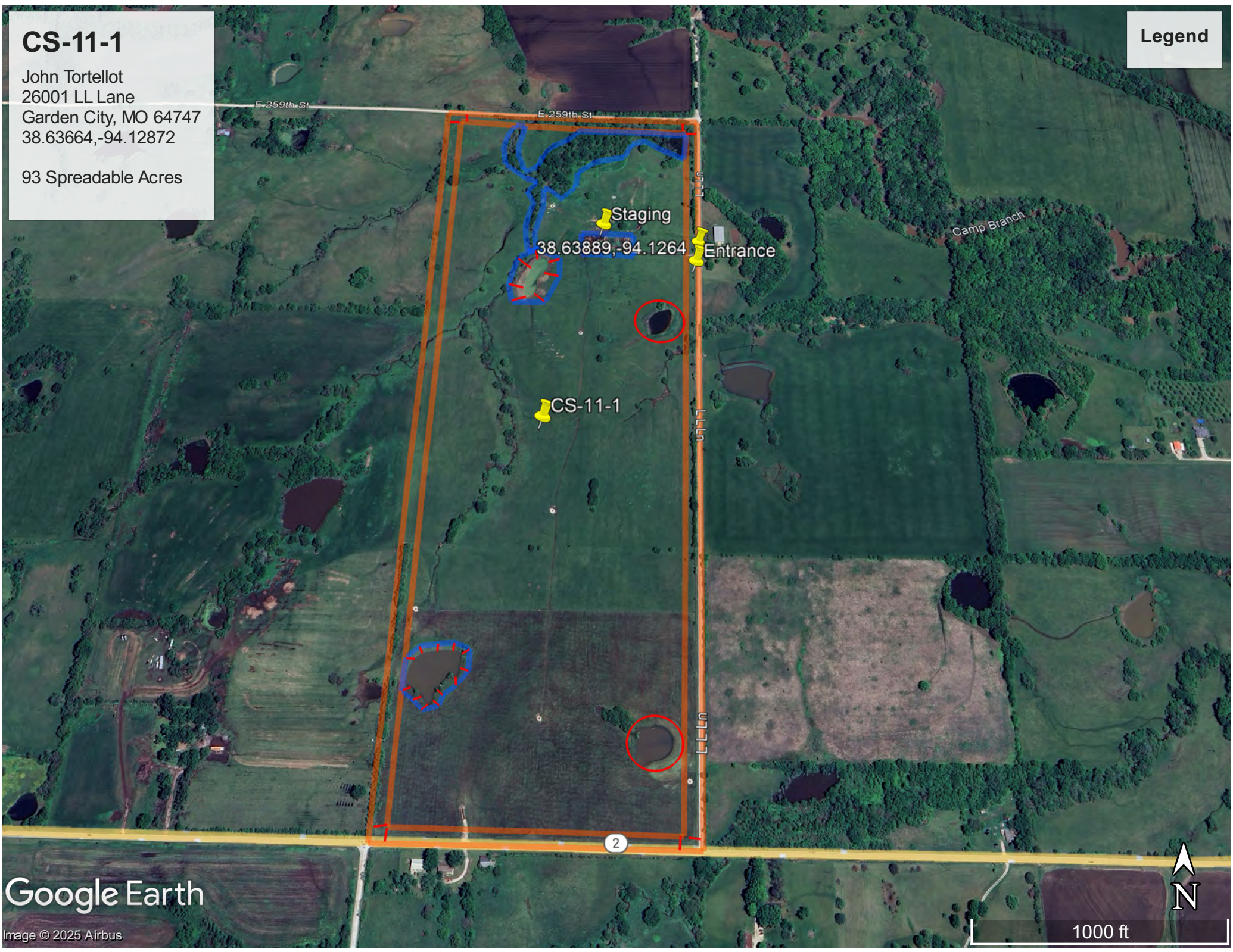


# CS-11-1

John Tortelot  
26001 LL Lane  
Garden City, MO 64747  
38.63664,-94.12872

93 Spreadable Acres

Legend



Staging

38.63889,-94.1264

Entrance

CS-11-1

2

Camp Branch

Google Earth

Image © 2025 Airbus



1000 ft



MISSOURI FIELD REPORT

KANSAS CITY, MO

June 2025

Synagro Field: MO-CY-00008-0-0004-

Site Name: ALLEN PETTY

County:	CLAY	Latitude:	39.17'38"
Crop:	HAY	Longitude:	94.24'39"
		Acres:	126.90 (51.40 ha)
		Rate:	124 LBS PAN/ACRE
		Applic. Method:	SURFACE APPL.
		Legal Desc:	SE1/4
			SEC.20 T.52 R.31

WET TONS APPLIED:	Month to Date:	92.33	Year to Date:	1,968.90
DRY TONS / ACRE APPLIED:	Month to Date:	0.26	Year to Date:	4.96

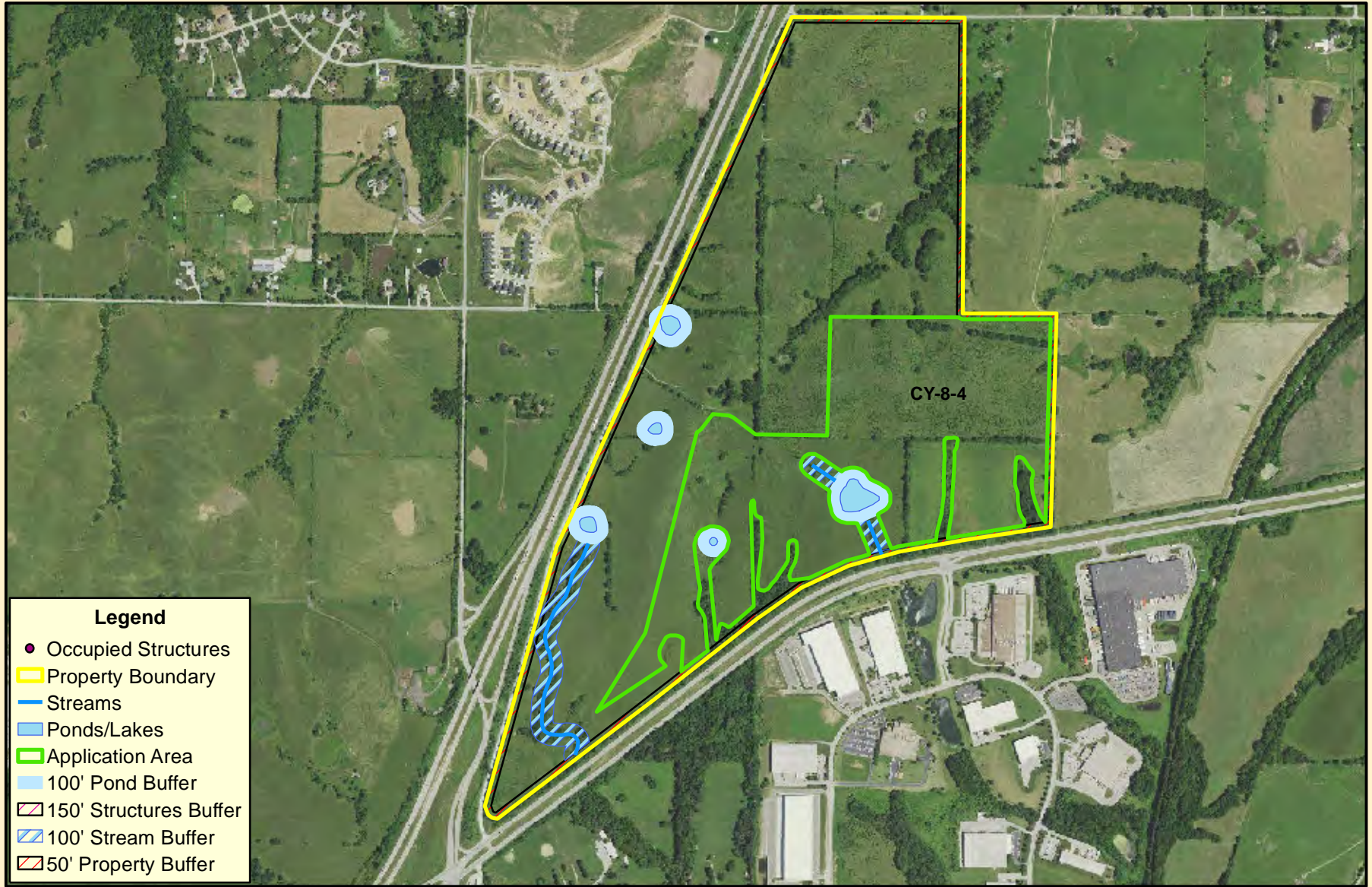
\*\*\*\*\* POUNDS PER ACRE APPLIED \*\*\*\*\*  
(Kilograms per Hectare Applied)

<u>PARAMETER</u>	<u>MONTH TO DATE</u>	<u>YEAR TO DATE</u>	<u>CUMULATIVE</u>
PAN	4.61	97.76	
P	3.25	24.87	
K	1.29	16.98	
As	<.01 (<.01)	0.03 (0.03)	0.03 (0.03)
Cd	<.01 (<.01)	0.01 (0.01)	0.01 (0.01)
Cr	<.01 (<.01)	0.20 (0.22)	0.20 (0.22)
Cu	0.04 (0.04)	0.80 (0.90)	0.80 (0.90)
Pb	<.01 (<.01)	0.25 (0.28)	0.25 (0.28)
Hg	<.01 (<.01)	<.01 (<.01)	<.01 (<.01)
Mo	<.01 (<.01)	0.06 (0.07)	0.06 (0.07)
Ni	<.01 (<.01)	0.14 (0.16)	0.14 (0.16)
Se	<.01 (<.01)	0.04 (0.04)	0.04 (0.04)
Zn	0.10 (0.11)	4.17 (4.67)	4.17 (4.67)

June 2025 **DAILY FIELD LOADING SHEET** Synagro Field: MO-CY-00008-0-0004-

<u>Date Applied</u>	<u>Type</u>	<u>% Solids</u>	<u>Amount</u>	<u>Unit</u>	<u>Dry Tons</u>
06/02/2025	KCBRLSC	35.10	92.33	WET TONS	32.41
-----			Total By Unit Of Measure:	92.33	32.41 DT
<b>GRAND TOTALS:</b>					<b>32.41 DT</b>
					<b>29.39 MT</b>

"NR" = Data not reported to Synagro Technologies Inc or data not required

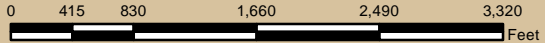


**Legend**

- Occupied Structures
- ▭ Property Boundary
- Streams
- ▭ Ponds/Lakes
- ▭ Application Area
- ▭ 100' Pond Buffer
- ▭ 150' Structures Buffer
- ▭ 100' Stream Buffer
- ▭ 50' Property Buffer



# KC Blue River WWTP - Biosolids



Site ID: CY-8-4 126.9 Acres  
Clay County, Missouri

**June 2025**

**Biosolids Stabilization pH Monitoring Logs**



CLASS B/PSRP pH LOG SHEET

Using a pH Meter with Two-Point Standardization and Automatic Temperature Compensation (ATC) Probe  
 Analysis Method: SW-846 Method 9045D, Soil And Waste pH

MONTH/YEAR: JUNE 2025 FACILITY/LOCATION: KANSAS CITY MO Blue River WWT  
 SAMPLING LOCATION: Blender Discharge Plant Point

Date of Initial & 2 hr sample & pH test	Initial pH $\geq$ 12.0 S.U.			2 Hour pH $\geq$ 12.0 S.U.			24 Hour pH $\geq$ 11.5 S.U.						
	Sample time/ pH test time	Sampler & pH analyt initials	Initial pH/su Temp $^{\circ}$ C	Adjusted Initial pH*/su	Sample time/ pH test time	Sampler & pH analyt initials	2-Hr pH*/su Temp $^{\circ}$ C	Adjusted 2-Hr pH*/su	Date of 24 hour sample & pH test	Sample time/ pH test time	Sampler & pH analyt initials	24-Hr pH/su Temp $^{\circ}$ C	Adjusted 24-Hr pH*/su
6	—	—	—	—	—	—	—	—	—	—	—	—	—
1	—	—	NOT RUNNING	—	—	—	—	—	—	—	—	—	—
6	5:15	—	12.70	—	5:15	—	12.34	—	6	4:00	—	11.70 13.04	12.94
2	3:25	MB	20.7	12.57	5:25	MB	20.5	12.21	3	4:10	JK	21.0 21.55	11.58
6	4:00	—	12.60	—	6:00	—	13.09	—	6	4:30	—	12.82	—
3	4:10	JK	21.2	12.49	6:10	JK	20.3	12.95	4	4:40	MB	21.7	12.72
6	4:00	—	12.63	—	6:00	—	12.51	—	6	4:00	—	12.69	—
4	4:10	MB	21.9	12.54	6:10	MB	22.1	12.42	5	4:10	MB	21.0	12.57
6	4:00	—	12.35	—	6:00	—	12.60	—	6	4:30	—	12.65	—
5	4:10	MB	21.8	12.25	6:10	MB	21.9	12.51	6	4:40	MB	20.9	12.53
6	4:36	—	12.58	—	6:30	—	12.24	—	6	4:30	—	12.49	—
6	4:40	MB	20.8	12.75	6:40	MB	21.8	12.14	9	4:40	JK	21.5	12.39
6	—	—	—	—	—	—	—	—	—	—	—	—	—
7	—	—	NOT RUNNING	—	—	—	—	—	—	—	—	—	—
6	—	—	—	—	—	—	—	—	—	—	—	—	—
8	—	—	NOT RUNNING	—	—	—	—	—	—	—	—	—	—
6	4:00	—	13.00	—	6:00	—	13.23	—	6	4:00	—	13.04	—
9	4:10	JK	20.4	12.86	6:10	JK	19.3	13.06	10	4:10	JK	21.5	12.94
6	4:00	—	12.85	—	6:00	—	13.07	—	6	4:00	—	12.09	—
10	4:10	JK	23.6	12.81	6:10	JK	21.4	12.96	11	4:10	JK	19.3	11.92

\* Equivalent pH value at 25 $^{\circ}$ C; Correction Factor (CF) = 0.03 pH units x ( $^{\circ}$ C Temperature measurement - 25 $^{\circ}$ C); Equivalent pH = Measured pH +/- the CF.  
 Comments:

CLASS B/PSRP pH LOG SHEET

Using a pH Meter with Two-Point Standardization and Automatic Temperature Compensation (ATC) Probe  
 Analysis Method: SW-846 Method 9045D, Soil And Waste pH

MONTH/YEAR: June 2025 FACILITY/LOCATION: KANSAS CITY MO Blue River WWT  
 SAMPLING LOCATION: Blender Discharge Plant Point

Date of Initial & 2 hr sample & pH test	Initial pH $\geq$ 12.0 S.U.			2 Hour pH $\geq$ 12.0 S.U.			24 Hour pH $\geq$ 11.5 S.U.						
	Sample time/ pH test time	Sampler & pH analyst initials	Initial pH/su Temp °C	Adjusted Initial pH*/su	Sample time/ pH test time	Sampler & pH analyst initials	2-Hr pH*/su Temp °C	Adjusted 2-Hr pH*/su	Date of 24 hour sample & pH test	Sample time/ pH test time	Sampler & pH analyst initials	24-Hr pH/su Temp °C	Adjusted 24-Hr pH*/su
6	3:00		12.08		5:00		12.55		6	3:00		12.29	
11	3:10	JK	22.4	12.01	5:10	JK	20.7	12.42	12	3:10	JK	19.1	12.11
6	4:00		12.93		6:00		12.63		6	4:00		12.85	
12	4:10	JK	19.1	12.75	6:10	JK	20.3	12.49	13	4:10	JK	20.7	12.72
6	4:00		12.77		6:00		12.99		6	4:00		13.02	
13	4:10	JK	21.0	12.65	6:10	JK	19.9	12.79	16	4:10	JK	18.4	12.82
6	—	—	NOT RUNNING	—	—	—	—	—	—	—	—	—	—
14	—	—	NOT RUNNING	—	—	—	—	—	—	—	—	—	—
6	—	—	NOT RUNNING	—	—	—	—	—	—	—	—	—	—
15	—	—	NOT RUNNING	—	—	—	—	—	—	—	—	—	—
6	3:00		12.83		5:00		13.02		6	3:00		12.91	
16	3:10	JK	21.0	12.71	5:10	JK	18.4	12.82	17	3:10	JK	19.9	12.76
6	3:00		12.91		5:00		12.90		6	3:00		12.98	
17	3:10	JK	21.2	12.80	5:10	JK	20.9	12.78	18	3:10	JK	19.4	12.81
6	3:00		12.88		5:00		12.92		6	3:00		12.93	
18	3:10	JK	20.8	12.75	5:10	JK	20.2	12.78	20	3:10	JK	20.6	12.80
6	—	—	NOT RUNNING	—	—	—	—	—	—	—	—	—	—
19	—	—	NOT RUNNING	—	—	—	—	—	—	—	—	—	—
6	3:00		12.83		5:00		12.90		6	3:00		12.91	
20	3:10	JK	21.8	12.73	5:10	JK	21.4	12.79	21	3:10	JK	20.5	12.78

\* Equivalent pH value at 25°C; Correction Factor (CF) = 0.03 pH units x (°C Temperature measurement - 25°C); Equivalent pH = Measured pH +/- the CF.  
 Comments:

CLASS B/PSRP pH LOG SHEET

Using a pH Meter with Two-Point Standardization and Automatic Temperature Compensation (ATC) Probe  
 Analysis Method: SW-846 Method 9045D, Soil And Waste pH

MONTH/YEAR: June 2025 FACILITY/LOCATION: KANSAS CITY MO 2LUG RIVER WWT  
 SAMPLING LOCATION: Blender Discharge Plant Point

Date of Initial & 2 hr sample & pH test	Initial pH $\geq$ 12.0 S.U.				2 Hour pH $\geq$ 12.0 S.U.				24 Hour pH $\geq$ 11.5 S.U.				
	Sample time/ pH test time	Sampler & pH analyst initials	Initial pH/su Temp/°C	Adjusted Initial pH*/su	Sample time/ pH test time	Sampler & pH analyst initials	2-Hr pH*/su Temp/°C	Adjusted 2-Hr pH*/su	Date of 24 hour sample & pH test	Sample time/ pH test time	Sampler & pH analyst initials	24-Hr pH/su Temp/°C	Adjusted 24-Hr pH*/su
6	3:00		17.72		5:00		12.84		6	3:00		13.08	
21	5:10	JK	21.8	12.62	5:10	JK	21.2	12.73	23	3:10	JK	20.0	12.93
6			NOT RUNNING										
6			13.05		5:00		13.07		6	3:00		13.01	
23	3:10	JK	21.4	12.94	5:10	JK	19.8	12.91	24	3:40	JK	21.0	12.89
6	3:00		12.93		5:00		13.04		6	3:00		12.51	
24	3:10	JK	22.2	12.85	5:10	JK	22	12.95	25	3:10	JK	22.1	12.42
6	3:00		13.09		5:00		12.82		6	3:00		12.85	
25	3:10	JK	21.0	12.97	5:10	JK	21.7	12.72	26	3:10	JK	21.3	12.74
6	3:00		12.97		5:00		12.89		6	3:00		12.91	
26	3:10	JK	21.0	12.85	5:10	JK	20.9	12.75	27	3:10	JK	20.0	12.76
6	3:00		12.24		5:00		12.81		6	3:00		12.11	
27	3:10	JK	20.4	12.10	5:10	JK	20.8	12.68	28	3:10	JK	22.2	12.03
6	3:00		12.08		5:00		12.51		7	3:00		12.91	
28	3:10	JK	22.7	12.01	5:10	JK	21.7	12.41	3	3:10	JK	20.5	12.78
6													
29			NOT RUNNING										
6													
30			NOT RUNNING										

\* Equivalent pH value at 25°C; Correction Factor (CF) = 0.03 pH units x (°C Temperature measurement - 25°C); Equivalent pH = Measured pH +/- the CF.  
 Comments:

**June 2025**

**Lime Stabilized Loads In Field Storage**

**SYNAGRO**

**Loads In Field Storage (Not Applied During Month Of Delivery)**

**Date Loaded: 6/1/2025-6/30/2025**

<b>Date Loaded</b>	<b>Field Where Stored</b>	<b>Product</b>	<b>Ticket Number</b>	<b>Amount Loaded</b>	<b>Unit</b>
<b>Project: 3606 - KANSAS CITY, MO</b>					
<b>Plant: 01 - BLUE RIVER WWTP</b>					
06/28/2025	MO-CS-00002-0-0002-	LSCAK	8455	19.91	W
06/28/2025	MO-CS-00002-0-0002-	LSCAK	8456	22.51	W
06/28/2025	MO-CS-00002-0-0002-	LSCAK	8457	22.01	W
06/28/2025	MO-CS-00002-0-0002-	LSCAK	8458	23.64	W
06/28/2025	MO-CS-00002-0-0002-	LSCAK	8459	22.88	W
<b>Where Stored Total:</b>				<b>110.95</b>	
06/03/2025	MO-CS-00005-0-0012-	LSCAK	8318	27.25	W
06/03/2025	MO-CS-00005-0-0012-	LSCAK	8319	24.83	W
06/03/2025	MO-CS-00005-0-0012-	LSCAK	8320	24.38	W
06/03/2025	MO-CS-00005-0-0012-	LSCAK	8321	25.20	W
06/03/2025	MO-CS-00005-0-0012-	LSCAK	8322	23.72	W
06/03/2025	MO-CS-00005-0-0012-	LSCAK	8323	26.13	W
06/03/2025	MO-CS-00005-0-0012-	LSCAK	8324	28.16	W
06/04/2025	MO-CS-00005-0-0012-	LSCAK	8325	25.80	W
06/04/2025	MO-CS-00005-0-0012-	LSCAK	8326	26.61	W
06/04/2025	MO-CS-00005-0-0012-	LSCAK	8327	27.00	W
06/04/2025	MO-CS-00005-0-0012-	LSCAK	8329	27.69	W
<b>Where Stored Total:</b>				<b>286.77</b>	
06/26/2025	MO-CS-00011-0-0001-	LSCAK	8444	22.18	W
06/26/2025	MO-CS-00011-0-0001-	LSCAK	8445	24.25	W
06/26/2025	MO-CS-00011-0-0001-	LSCAK	8446	22.39	W
<b>Where Stored Total:</b>				<b>68.82</b>	
06/12/2025	MO-CS-00012-0-0002-	LSCAK	8366	22.86	W
06/12/2025	MO-CS-00012-0-0002-	LSCAK	8367	24.55	W
06/12/2025	MO-CS-00012-0-0002-	LSCAK	8368	25.61	W
06/12/2025	MO-CS-00012-0-0002-	LSCAK	8369	22.04	W
06/12/2025	MO-CS-00012-0-0002-	LSCAK	8370	21.87	W
06/12/2025	MO-CS-00012-0-0002-	LSCAK	8371	23.80	W
06/12/2025	MO-CS-00012-0-0002-	LSCAK	8372	24.63	W
06/12/2025	MO-CS-00012-0-0002-	LSCAK	8373	25.14	W
06/13/2025	MO-CS-00012-0-0002-	LSCAK	8375	24.53	W
06/13/2025	MO-CS-00012-0-0002-	LSCAK	8376	25.40	W
06/13/2025	MO-CS-00012-0-0002-	LSCAK	8377	24.81	W
06/13/2025	MO-CS-00012-0-0002-	LSCAK	8378	24.12	W
06/13/2025	MO-CS-00012-0-0002-	LSCAK	8379	24.60	W
06/13/2025	MO-CS-00012-0-0002-	LSCAK	8380	24.94	W
06/13/2025	MO-CS-00012-0-0002-	LSCAK	8381	23.11	W
06/13/2025	MO-CS-00012-0-0002-	LSCAK	8382	25.83	W
06/13/2025	MO-CS-00012-0-0002-	LSCAK	8383	23.39	W
06/13/2025	MO-CS-00012-0-0002-	LSCAK	8384	19.41	W
06/18/2025	MO-CS-00012-0-0002-	LSCAK	8400	22.31	W
06/18/2025	MO-CS-00012-0-0002-	LSCAK	8401	24.07	W

**SYNAGRO**  
**Loads In Field Storage (Not Applied During Month Of Delivery)**

**Date Loaded: 6/1/2025-6/30/2025**

<b>Date Loaded</b>	<b>Field Where Stored</b>	<b>Product</b>	<b>Ticket Number</b>	<b>Amount Loaded</b>	<b>Unit</b>
06/18/2025	MO-CS-00012-0-0002-	LSCAK	8402	22.63	W
06/18/2025	MO-CS-00012-0-0002-	LSCAK	8403	26.40	W
06/18/2025	MO-CS-00012-0-0002-	LSCAK	8404	21.20	W
06/18/2025	MO-CS-00012-0-0002-	LSCAK	8405	21.70	W
06/18/2025	MO-CS-00012-0-0002-	LSCAK	8406	23.68	W
06/18/2025	MO-CS-00012-0-0002-	LSCAK	8407	24.19	W
<b>Where Stored Total:</b>				<b>616.82</b>	
06/27/2025	MO-CS-00012-0-0003-	LSCAK	8448	23.52	W
06/27/2025	MO-CS-00012-0-0003-	LSCAK	8449	26.27	W
06/27/2025	MO-CS-00012-0-0003-	LSCAK	8450	24.83	W
06/27/2025	MO-CS-00012-0-0003-	LSCAK	8451	23.06	W
06/27/2025	MO-CS-00012-0-0003-	LSCAK	8452	21.86	W
06/28/2025	MO-CS-00012-0-0003-	LSCAK	8453	23.27	W
06/28/2025	MO-CS-00012-0-0003-	LSCAK	8454	21.29	W
<b>Where Stored Total:</b>				<b>164.10</b>	



# CS-2-2

David Davenport  
13110 E 233 St  
Peculiar, MO 64078  
38.69857,-94.44293

200 Spreadable Acres

Legend



38.69857,-94.44293

Entrance

CS-2-2

Cowger Rd

E 237th St

Peculiar Waste Water Plant

Raisbeck Park

School Rd

49

Google Earth

Image © 2024 Airbus

1000 ft



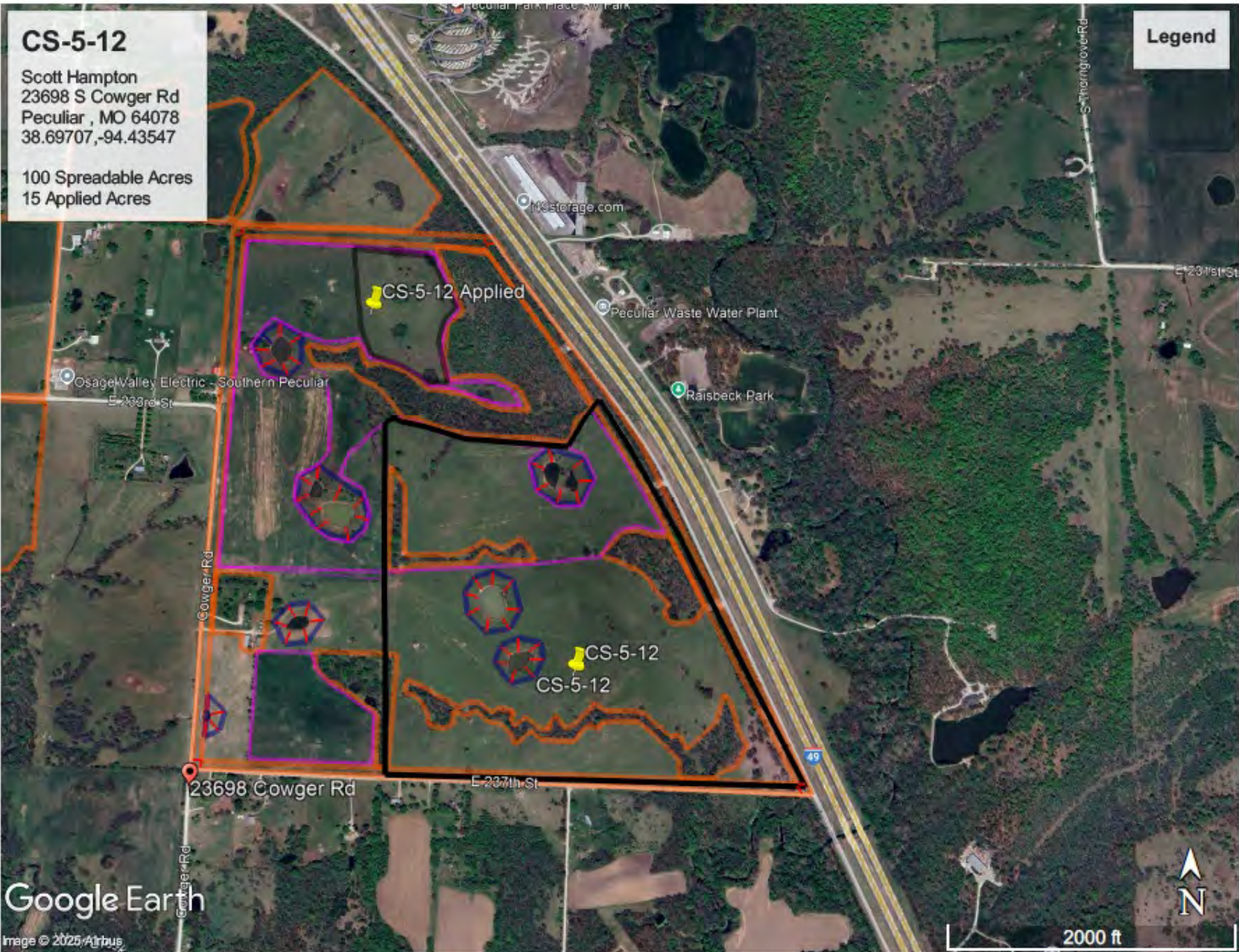


# CS-5-12

Scott Hampton  
23698 S Cowger Rd  
Peculiar, MO 64078  
38.69707,-94.43547

100 Spreadable Acres  
15 Applied Acres

Legend



CS-5-12 Applied

CS-5-12  
CS-5-12

23698 Cowger Rd

E 237th St

Google Earth

Image © 2025, Airbus

2000 ft



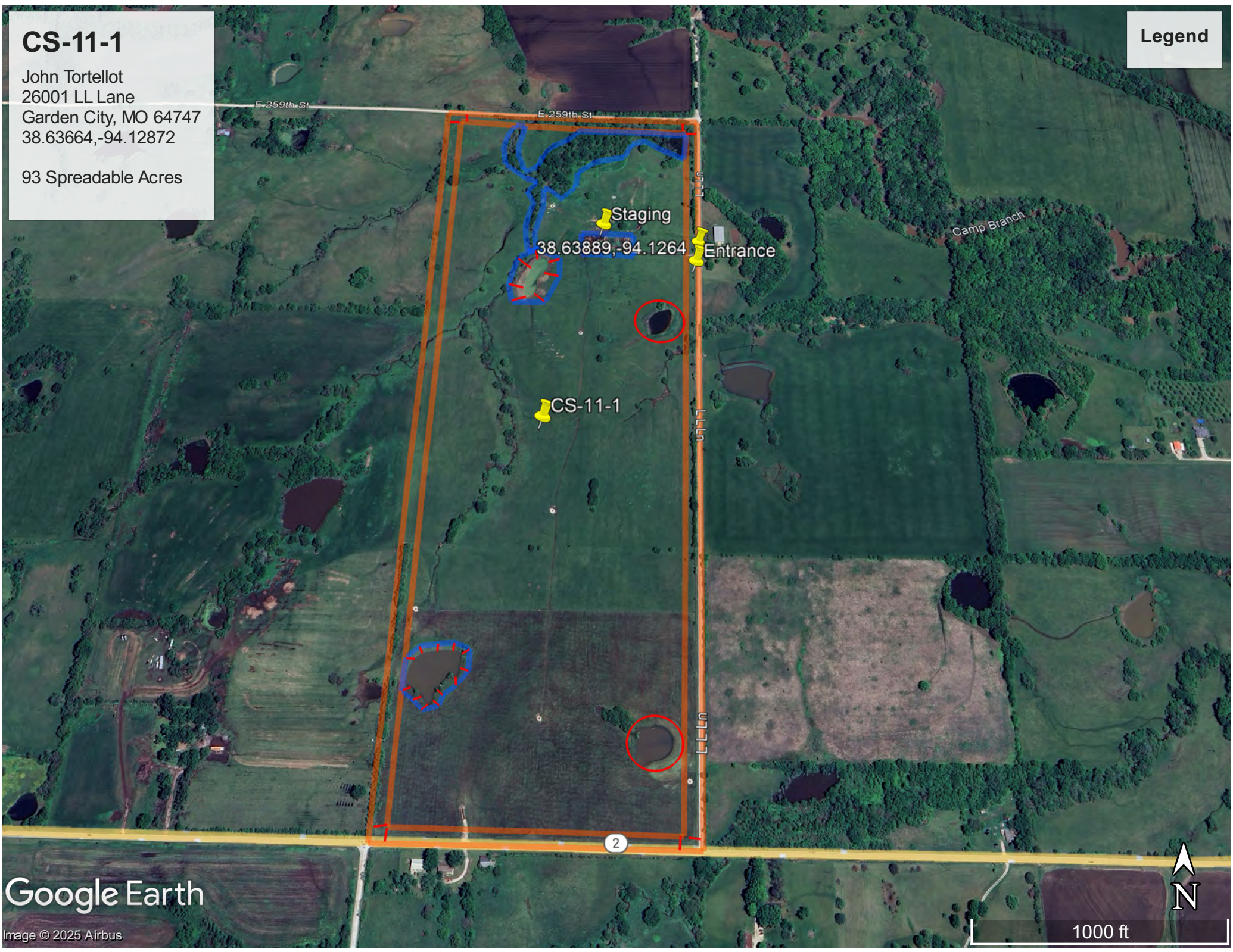


# CS-11-1

John Tortelot  
26001 LL Lane  
Garden City, MO 64747  
38.63664,-94.12872

93 Spreadable Acres

Legend



Google Earth

Image © 2025 Airbus

1000 ft





**CS-12-2**

Jay Fogle  
5300 E 233 St  
Peculiar, MO 64078  
38.6929530, -94.5173935  
35 Spreadable Acres

Legend

38.7100239, -94.5199852

CS-12-2

CS-12-2

CS-12-2

East Creek

French Rd

E 233th St

Wells Lake



300 ft

Google Earth

maps © 2015 Google





# CS-12-3

Jay Fogle  
22800 French Dr  
Peculiar, MO 64078  
38.70379,-94.52556

25 Spreadable Acres

Legend

East Creek

French Rd

CS-12-2

CS-12-2

CS-12-3

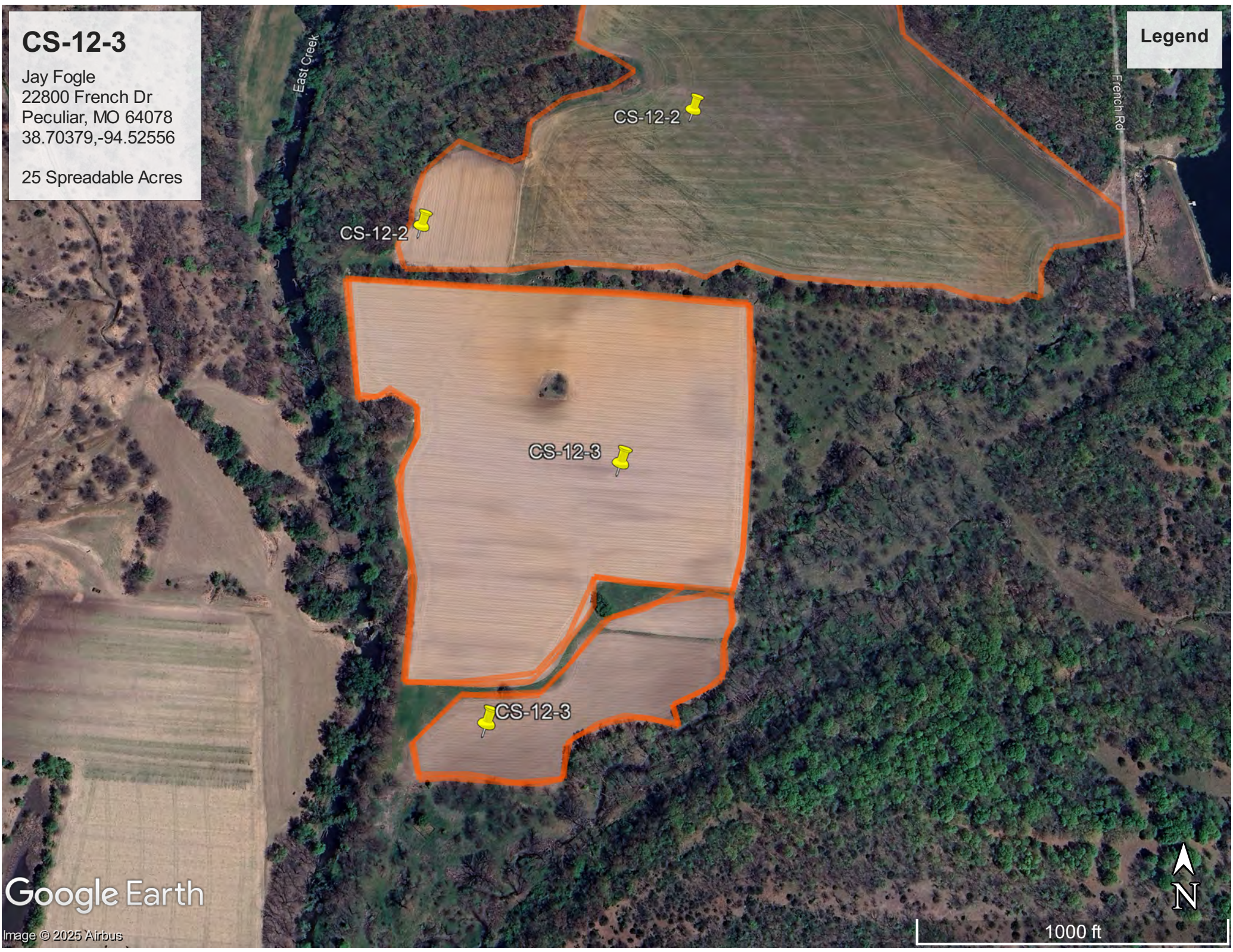
CS-12-3



1000 ft

Google Earth

Image © 2025 Airbus





## June 2025 Land Application Dates and Field Sampling Percent Solids

Spreading Date	Percent Solids
6/2/2025	32.0
6/6/2025	33.7
6/10/2025	36.6
6/10/2025	33.4
6/11/2025	28.4
6/12/2025	34.7
6/16/2025	35.2
6/17/2025	34.5
6/20/2025	31.4
6/21/2025	31.4
6/23/2025	35.8
6/24/2025	27.9
6/25/2025	27.3
6/26/2025	26.9

Percent solids is from a grab sample of biosolids that is tested once per day during land application. This analysis shows the percent solids of the biosolids at the time of application.



### **ADDENDUM NUMBER 3**

Project Number: 81001040 / Contract Number: EV4114

Project Title: Class A Biosolids Hauling

ISSUE DATE: **September 5, 2025**

Bidders are hereby notified that the Bidding and Contract Documents for the above project, for which Bids are to be received on **September 9, 2025**, are amended as follows:

The Bid date for this Project stated in Document 00130 - Invitation to Bid shall be changed to: 2:00 PM, on **September 16, 2025**.

Information to Bidders The following is provided to Bidders for information only:

1. Revised Document - Invitation to Bid
2. Revised Document - Instructions to Bidders

**NOTE: Bidders must acknowledge receipt of this Addendum by listing the number and date, where provided, on the Bid Form - Document 00410.**



## INVITATION TO BID

Project Number: 81001040 / Contract Number: EV4114

Project Title: Class A Biosolids Hauling

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The General Services Department of Kansas City, Missouri will receive sealed Bids until **2:00 PM, on Tuesday, September 16, 2025** at the WSD Headquarters Building, 4800 East 63<sup>rd</sup> Street, Kansas City, Missouri 64130 for **Project No. 81001040 / Contract No. EV4114 – Class A Biosolids Hauling**. Bids will be opened after that time.

City desires that Minority Business Enterprises (MBE) and Women's Business Enterprises (WBE) have a maximum opportunity to participate in the performance of City contracts. The goals for this specific Project are (6%) MBE participation and (6%) WBE participation.

Bidding Documents will be available online to all interested parties at the Kansas City, Missouri Plan Room, <http://www.kcmoplanroom.org>. All addenda will be posted at this location. Any document or plan may be viewed or downloaded from this location.

Bidders are requested to attend the Pre-Bid Conference at **10:30 AM on Thursday, August 28, 2025** at **the Blue River Annex Building located at 950 North Century Blvd., Kansas City, Missouri, 64120**.

Senior Project Manager: Bon Marie Gardner  
Phone Number: (816) 513-0354  
E-mail: [bon.marie.gardner@kcmo.org](mailto:bon.marie.gardner@kcmo.org)

Senior Procurement Officer: Marzella Newman-Buckner  
Phone Number: (816) 513-0319  
E-mail: [marzella.newman-buckner@kcmo.org](mailto:marzella.newman-buckner@kcmo.org)

View all procurement and contracting opportunities at <http://www.kcmo.gov>



## GENERAL SERVICES CONTRACT INSTRUCTIONS TO BIDDERS

**Project/Contract Number: 81001040 / EV4114**

**Contract Title: Class A Biosolids Hauling (IDIQ)**

**City Contact:**

1. **Introduction** Sealed Bids for **Project No. 81001040 / Contract No. EV4114 – Class A Biosolids Hauling** will be received by the General Services Department at the Water Services Department, 4800 East 63<sup>rd</sup> Street, Kansas City, Missouri, 64130 **until 2:00 P.M., September 16, 2025, at which time bidding will be closed.** All Bids shall be addressed to the Manager of Procurement Delois Moore, shall state on the outside of the sealed Bid envelope the title and Contract number. No Bid may be withdrawn for a period of ninety (90) days after the Bid is opened.
2. **Bid Package** The Bid Package (“Bidding Documents”) contains the following:
  - A. Instructions to Bidders
  - B. Part II Standard Terms and Conditions
  - C. Specification/Scope of Work
  - D. Bid Form with Unit Price
  - E. Bid Bond
  - F. Unit Prices
  - G. Affidavit of Intended Utilization (CREO KC Form 13)
  - H. Experience and Reference Form (00410.1)

**Forfeiture of Bid Bond for Failure to Make MBE/WBE Submissions** By submitting its Bid, Bidder is agreeing to the following: (1) Bidder has made by Bid opening a good faith effort to meet the MBE/WBE goals established for the Project; or Bidder will continue to make during the 48 hours after Bid opening a good faith effort to meet the MBE/WBE goals established for the Project; and (2) Bidder will timely submit its 00450 CREO KC Construction Contractor Utilization Plan/Request for Waiver (CREO KC Form 8) and 00450.01 Letter of Intent to Subcontract for each MBE/WBE listed on the 00450 CREO KC Construction Contractor Utilization Plan/Request for Waiver; and (3) Bidder will submit documentation of its good faith efforts to meet the MBE/WBE goals when requested by the City. Failure to meet these requirements in good faith will result in Bidder being debarred and forfeiting its Bid Bond.

- I. Documents listed below will be required to submit within 48 hours after bid opening..
  1. E-Verify and MOU
  2. Contractor Utilization Plan/Request for Waiver (CREO KC Form 8)
  3. Letter of Intent to Subcontract (CREO KC Form 00450.01)
  4. Timetable for MBE/WBE Utilization (CREO KC Form 10)
  5. Request for Modification or Substitution (CREO KC Form 11) if applicable.
  6. Affirmative Action Affidavit
  7. Employee Identification

3. **Bid Submittal** The following items should be completed and returned to the City with your Bid addressed to:  
Delois Moore, Manager of Procurement

- A. Bid Form with Unit Price Form.
  - B. Bid Bond.
4. **Consideration of Bids** The City will determine the lowest, responsive and responsible Bid. Price will not be the only consideration in that selection process. Bid Alternates, if accepted, will be selected in any order or combination. The City reserves the right to include alternates in determining the lowest, responsive and responsible Bid. The City shall let the contract to the lowest, responsive and responsible bidder; however, the City may reject any or all bids, including without limitation all nonconforming, non-responsive, unbalanced or conditional bids and may reject the bid of any bidder if the City believes that it would not be in the best interests of the City to contract with that bidder. The City reserves the right to waive irregularities and/or formalities a deemed appropriate.
5. **Rejection of All Bids** If the City rejects all Bids, the City may re-solicit Bids only from those Bidders that submitted a Bid pursuant to the original Invitation for Bids and/or use an expedited Bid submission schedule with or without re-advertising or issuing any other public notice when the City determines that the delay from the normal solicitation procedure would not be in the City's best interests.
6. **Bids that Exceed the City Department's Available Funds** A director may negotiate a revised bid with the apparent lowest, responsive and responsible bidder, including changes in bid requirements, price, scope or quantity if: (a) the bid is more than the appropriation or relevant budget item for this project; and (b) it is not in the City's best interests to re-solicit bids because of time or other circumstances.
7. **Quality Services Assurance Act.**
- A. Please certify that you will pay all employees who will work on this Contract in the city limits of Kansas City, Missouri at least \$10.00 per hour in compliance with the City's Quality Services Assurance Act, Section 3-66, Code of Ordinances.
  - B. If you will not certify that you pay your employees who will work on the City Contract at least \$10.00 per hour, please submit the following so the City can evaluate the potential quality of your personnel:
    - (1) Turnover rate for the last three calendar years for non-exempt employees and exempt employees; and
    - (2) Employee benefits provided to exempt and non-exempt employees; and
    - (3) Training provided to exempt and non-exempt employees, including those that will provide services to the City; and
    - (4) Promotional opportunities for non-exempt and exempt employees; and
    - (5) Average tenure of exempt and non-exempt employees during the immediately preceding three calendar years; and
    - (6) Employee incentive rewards and employee recognition policies; and



- (7) How you provide and receive employee feedback and communication; and
- (8) Mentorship programs provided to employees; and
- (9) Education benefits provided for exempt and nonexempt employees.

8. **Late Bids and Modifications**

- A. Bids and modifications of bids received after bid opening may be considered in the City's sole discretion if: (1) they are sent by a delivery method that guarantees the bid will be delivered prior to the time of bid opening; or (2) it is determined by the City that the late receipt was due solely to mishandling by the City after receipt.
- B. If an emergency, weather or unanticipated event poses an interruption so that bids might not be received at the City office designated for receipt of bids by the exact time specified in the IFB, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which the City declares normal government operations resume.
- C. Bids may be modified or withdrawn by written or telegraphic notice received prior to the exact hour and date specified for receipt of bid.

9. **Waiver of Bid Requirements** The City may at any time waive any requirements imposed by this solicitation or by any City ordinance or regulation when it is in the best interests of the City to grant the waiver. The City reserves the right to waive any irregularities and/or formalities as deemed appropriate.

10. **Interpretations and Addenda** All questions about the meaning or intent of the Bidding Documents may be directed to the City Contact person listed on page one of these Instructions to Bidders. Interpretations or clarifications considered necessary by the Contracting Officer in response to such questions will be issued by Addenda to all parties recorded as having received the Bidding Documents. Questions received less than ten (10) days prior to the date for opening of Bids may not be answered. Only answers issued by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Addenda may also be issued to modify the Bidding Documents as deemed advisable by City.

11. **Affirmative Action** It is the policy of the City that any person or entity entering into a contract with the City, will employ applicants and treat employees equally without regard to their race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age. The City's Affirmative Action ordinance requires that any person or entity who employs fifty (50) or more persons and is awarded a contract from the City totaling more than \$300,000.00 must:

- A. Execute and submit an affidavit, in a form prescribed by the City, warranting that the contractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the contract.
- B. Submit, in print or electronic format, a copy of the contractor's current certificate of compliance to the City's Civil Rights and Equal Opportunity Department (CREO KC) prior to receiving the first payment under the contract, unless a copy has already been submitted to CREO KC at any point within the previous two calendar years. If, and only if, contractor

does not possess a current certification of compliance, contractor shall submit, in print or electronic format, a copy of its affirmative action program to CREO KC prior to receiving the first payment under the contract, unless a copy has already been submitted to CREO KC at any point within the previous two calendar years.

- C. Require any subcontractor awarded a subcontract exceeding \$300,000.00 to affirm that subcontractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the subcontract.
- D. Obtain from any subcontractor awarded a subcontract exceeding \$300,000.00 a copy of the subcontractor's current certificate of compliance and tender a copy of the same, in print or electronic format, to CREO KC within thirty (30) days from the date the subcontract is executed. If, and only if, subcontractor does not possess a current certificate of compliance, contractor shall obtain a copy of the subcontractor's affirmative action program and tender a copy of the same, in print or electronic format, to CREO KC within thirty (30) days from the date the subcontract is executed.

If you have any questions regarding the City's Affirmative Action requirements, please contact CREO KC at (816) 513-1836 or visit the City's website at [www.kcmo.org](http://www.kcmo.org).

12. **Buy American and Missouri Preference Policies** It is the policy of the City that any manufactured goods or commodities used or supplied in the performance of any City contract or any subcontract thereto shall be manufactured or produced in the United States whenever possible. When Bids offer quality, price, conformity with specifications, term of delivery and other conditions imposed in the specifications that are equal, the City shall select the Bid that uses manufactured goods or commodities that are manufactured or produced in the United States. The City shall give preference to all commodities manufactured, produced, or grown within the State of Missouri and to all firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals, when quality is equal or better and delivered price is the same or less. It is the bidder's responsibility to claim these preferences.
13. **Bid Security Requirements** All Bids submitted must be accompanied by a Bid deposit in the amount of five percent (5%) of the base Bid which shall be in the form of a Bid Bond (on the form provided in these Bidding Documents), Cashier's Check, Letter of Credit, Certificate of Deposit or other instrument approved in advance by the City. Prior to submittal of the Bid, the City Treasurer must approve both the financial institution and text of a Letter of Credit. A Cashier's Check or a Certificate of Deposit shall be payable to the City Treasurer. Bid security shall likewise continue for the same ninety (90) days unless earlier released by the City.
14. **Forfeiture/Mistake in Bid Security** By submitting a Bid, Bidder is agreeing to correct any mistakes on a Bid security submission when requested by the City. If a Bidder fails or refuses to correct such mistake or to execute the Contract when requested by the City, any Bid security given to the City shall immediately become due and payable and forfeited to the City as liquidated damages and the Bidder shall also be subject to debarment and damages.
15. **Contract Information Management System.** Successful Bidder shall be required to use City's Internet web based Contract Information Management System/Project Management Communications Tool provided by City and protocols included in that software during the term of this Contract. Bidder/Proposer shall submit user applications to City's provided Contract Information Management System for all personnel, subcontractors or suppliers as applicable.

16. **MBE/WBE/DBE Program Requirements** City desires that Minority Business Enterprises (MBE) and Women's Business Enterprises (WBE) have a maximum opportunity to participate in the performance of City contracts. The goals for this specific project are six percent (6%) MBE participation and six percent (6%) WBE participation. The City's CREO KC Forms and Instructions are incorporated into this Instruction to Bidders and are part of the BIDDING DOCUMENTS and CONTRACT DOCUMENTS. The MBE/WBE/DBE Directory is available on the City's website at [www.kcmo.org](http://www.kcmo.org). Please call the Civil Rights and Equal Opportunity Department at (816) 513-1836 for assistance.
17. **Waiver of MBE/WBE/DBE Requirements** The City Council may waive any and all MBE/WBE/DBE requirements imposed by any Bid document or the MBE/WBE/DBE Ordinance and award the Contract to the lowest, responsive and responsible Bidder if the City Council determines a waiver is in the best interests of the City.
18. **Pre-Bid Conference** **The KC Water Department will hold a pre-Bid conference on August 28, 2025, at 10:30 AM in the Conference Room, located at the Blue River Annex Building; Kansas City, Missouri 64120.** Attendance at the pre-Bid conference is encouraged for all Bidders on this Project.
19. **On Site Inspection** The Project Site will be available for inspection by Bidders. Bidders visiting the Project Site shall be responsible for their own safety. Secured facilities shall be available for inspection by appointment from 9AM to 3 PM each day; Monday through Friday (holidays excepted). Bidders may contact the following individual from the Water Services Department for an appointment.  
Contact: Shawn Cross  
Phone:(816) 513-0442 /E-mail: [Shawn.Cross@kcmo.org](mailto:Shawn.Cross@kcmo.org)



*For persons with disabilities needing reasonable accommodations please contact Daniel O'Conner at 816-513-1824 or Cowan Byers at 816-513-1802. If you need to use the Relay Missouri Center call 1-800-RELAY-MO (1-800-735-2966).*