

SECTION 01 11 00 SUMMARY OF WORK

PART 1 GENERAL

1.01 WORK COVERED BY CONTRACT DOCUMENTS

In general, the project involves the construction of a raw water intake structure/pump station, 42-inch raw water mains, a water treatment plant, and a 48-inch finished water main. A more detailed listing of the facilities is presented below:

- Raw water intake structure/pump station
- Approximately 23,000 linear feet (LF) of 42-inch raw water main
- Conventional mixing, flocculation, and filtration facilities
- Granular activated carbon (GAC) contactor system
- Disinfectant contact basin/clearwell structure
- Finished water pumping system
- Chemical storage and feed systems for the addition of alum, sodium hydroxide, sodium hypochlorite, hydrofluorosilicic acid, sodium thiosulfate, polymer, and a corrosion inhibitor
- Elevated backwash water storage tank
- Gravity sludge thickener
- Spent backwash water storage basin
- Sludge pumping facilities
- Sludge drying beds
- Electrical, standby power, security, instrumentation, and control facilities
- Approximately 35,000 LF of 48-inch finished water main

The above list presents the major facilities included in the project, however, it shall not be considered all inclusive.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01 29 73
SCHEDULE OF VALUES

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. Submit to the Engineer a Schedule of Values allocated to the various lump sum portions of the Work, at least 14 days prior to the Pre-Construction Conference, and as otherwise specified or requested to be submitted earlier as evidence of the Apparent Low Bidder's qualifications.
2. Upon request of the Engineer support the values with data which will substantiate their correctness. The data shall include, but not be limited to quantity of materials, all sub-elements of the activity, and their units of measure.
3. The Schedule of Values shall establish the actual value for each activity of the Work to be completed taken from the Critical Path Method (CPM) Construction Schedule, and shall be used as the basis for the Contractor's Applications for Payment.

B. Related Requirements Described Elsewhere:

1. Conditions of the Construction Contract.

1.02 FORM AND CONTENT OF SCHEDULE OF VALUES

A. Type schedule on 8-1/2 inch x 11 inch white paper. Contractor's standard forms and computer printouts may be considered for approval by the Engineer upon Contractor's request. Identify schedule with:

1. Title of project and location.
2. Owner and purchase order number.
3. Engineer and project number.
4. Name and address of Contractor.
5. Contract designation.
6. Date of submission.

- B. Schedule shall list the installed value of the component parts of the Work in sufficient detail to serve as a basis for computing item prices for progress payments during construction.
- C. Identify each line item with the number and the title of the respective section of the Specifications.
- D. For each major item of the Work, list sub-values of major products or operations under the major item.
- E. For the various portions of the Work:
 - 1. The amount for each item shall reflect a total installed cost including a directly proportional amount of the Contractor's overhead and profit.
 - 2. For items on which progress payments will be requested for stored materials, break down the value into:
 - a. The cost of the materials, delivered and unloaded, with taxes paid. Paid invoices are required for materials. Payment for materials shall be limited to the invoiced amount only.
 - b. The total installed value.
- F. Round off figures to nearest dollar amount.
- G. The sum of the costs of all items listed in the schedule shall equal the total Contract Price.
- H. For each item which has an installed value of more than \$15,000, provide a breakdown of costs to list major products or operations under each item.

1.03 SUBSCHEDULE OF UNIT MATERIAL VALUES

- A. Submit a separate schedule of unit prices for materials to be stored on site and for those materials incorporated into the Work for which progress payments will be requested.
- B. The unit values for the materials shall be broken down into:
 - 1. Cost of the material, delivered and unloaded at the site, with taxes paid.
 - 2. Copies of paid invoices for component material shall be included with the payment request in which the material first appears.

- C. Only materials unique to the project may be billed when stored on site. Materials of standard use such as conduit, wire, small-diameter pipe, steel, etc., shall not be accepted for payment.
- D. The installed unit value multiplied by the quantity listed shall equal the cost of that item in the Schedule of Values.

1.04 REVIEW AND RESUBMITTAL

- A. After review by Engineer, revise and resubmit Schedule of Values and Schedule of Unit Material Values as required.
- B. Resubmit revised schedules in same manner.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01 29 76
APPLICATIONS FOR PAYMENT

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Scope of Work: Submit Applications for Payment to the Engineer in accordance with the General Conditions and the Contract between Owner and Contractor.

1.02 FORMAT REQUIRED

- A. Submit applications for payment on the Application and Certificate for Payment Form which will be provided by the Engineer. The application shall consist of itemized data typed on 8-1/2 inch x 11 inch or 8-1/2 inch x 14 inch white paper continuation sheets.
- B. Provide itemized data on continuation sheets of format, schedules, line items, and values specified on the Application and Certificate for Payment Form. The Contractor shall use the item descriptions and contract values included in schedule of values, approved and accepted by the Engineer as a basis for preparation of the Application for Payment Form.

1.03 PREPARATION OF APPLICATION FOR EACH PROGRESS PAYMENT

- A. Application Form:
 - 1. Fill in required information, including that for Change Orders executed prior to date of submittal of application.
 - 2. Fill in percent complete for each activity and dollar values to agree with respective percents.
 - 3. Execute certification with signature of a responsible officer of Contractor.
- B. Continuation Sheets:
 - 1. Fill in total list of all scheduled component items of the Work, with item number and scheduled dollar value for each item.
 - 2. Fill in dollar value in each column for each scheduled line item when Work has been performed or products stored. Round off values to nearest dollar, or as specified for Schedule of Values.

3. List each Change Order executed prior to date of submission, at the end of the continuation sheets. List by Change Order Number, and description, as for an original component item of the Work.
4. To receive approval for payment on component material stored on site, submit copies of the original paid invoices or releases of lien with the Application and Certificate for Payment.
5. As provided for in the Application and Certificate for Payment Form, the Contractor shall certify, for each current pay request, that all previous progress payments received from the Owner, under this Contract, have been applied by the Contractor to discharge in full, all obligations of the Contractor in connection with Work covered by prior Applications for Payment, and all materials and equipment incorporated into the Work are free and clear of all liens, claims, security interest, and encumbrances. Contractor shall attach to each Application and Certificate for Payment like affidavits by all Subcontractors.

1.04 SUBSTANTIATING DATA FOR PROGRESS PAYMENTS

- A. Contractor shall submit suitable information, with a cover letter identifying:
 1. Project.
 2. Application number and date.
 3. Detailed list of enclosures.
 4. For stored products:
 - a. Item number and identification as shown on application.
 - b. Description of specific material.
- B. Submit one (1) copy of data and cover letter for each copy of application.
- C. The Contractor is to maintain an updated set of drawings to be used as record drawings in accordance with Section 01 78 39: Project Record Documents. As a prerequisite for monthly progress payments, the Contractor is to exhibit the updated record drawings for review by the Owner and the Engineer.
- D. Each monthly application for payment shall incorporate the corresponding "monthly progress status report" and updated construction schedule, prepared in accordance with the requirements of Section 01 32 00: Construction Progress Documentation.
- E. As a prerequisite for payment, Contractor shall submit a duly executed letter from surety consenting to payment due and progress to date. The Contractor shall also submit partial releases of lien from all subcontractors and suppliers.

- F. Provide construction photographs in accordance with Section 01 32 33: Construction Photographs.

1.05 PREPARATION OF APPLICATION FOR FINAL PAYMENT

- A. Fill in application form as specified for progress payments. Provide information as required by the General Conditions and Section 01 77 00: Closeout Procedures.
- B. Furnish evidence of completed operations and insurance in accordance with the General Conditions.

1.06 SUBMITTAL PROCEDURE

- A. Submit Applications for Payment to the Engineer at the time stipulated in the Agreement, or as agreed to at the pre-construction meeting. Review the percents complete with the Engineer and resolve any conflicts or discrepancies.
- B. Number of copies for each Application for Payment: Five (5) copies plus additional copies for Contractor's needs.
- C. When the Engineer finds the Application and Certificate for Payment Form is properly completed and correct, he will execute the Certificate for Payment and transmit the forms to the Owner, with a copy to the Contractor.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01 31 13
PROJECT COORDINATION

PART 1 GENERAL

1.01 UTILITY NOTIFICATION AND COORDINATION

- A. Coordinate the work with various utilities within Project limits. Notify applicable utilities prior to commencing work, if damage occurs, or if conflicts or emergencies arise during work.
1. Electric Company: Huntsville Utilities.
 - a. Contact Person: Mike Counts.
 - b. Telephone: (256) 535-1305.
 2. Telephone/Internet Company: AT&T.
 - a. Telephone: (866) 620-6000.
 3. Water Department: Huntsville Utilities.
 - a. Contact Person: Gary Bailey.
 - b. Telephone: (256) 535-1343.
 4. Water Department: North Marshall Utilities.
 - a. Contact Person: Jeff Sutphin.
 - b. Telephone: (256) 728-4116.
 5. County Engineer:
 - a. Contact Person: Robert Pirando.
 - b. Telephone: (256) 571-7712.
 6. Gas Company: Huntsville Utilities.
 - a. Contact Person: Rob Getman.
 - b. Telephone: (256) 535-1203.
 7. Tennessee Valley Authority: TVA.
 - a. Contact Person: Samantha Strickland, West Region Reservoir Land Use and Permitting
 - b. Telephone: (256) 386-2643

1.02 PROJECT MILESTONES

- A. General: Include the Milestones for major items specified as a part of the Progress Schedule required under Section 01 32 00, Construction Progress Documentation.

1.03 WORK SEQUENCING/CONSTRAINTS

- A. General Requirements: The Contractor shall adhere to the requirements outlined in Section 01 41 00, Regulatory Requirements.

1.04 EXISTING FACILITIES AND PROPERTIES

A. Examination:

1. After Effective Date of the Agreement and before work at Site is started, Contractor, Engineer, and affected property owners and utility owners shall make a thorough examination of pre-existing conditions including existing buildings, structures, and other improvements in vicinity of work, as applicable, which could be damaged by construction operations.
2. Periodic reexamination shall be jointly performed to include, but not limited to, cracks in structures, settlement, leakage, and similar conditions.
3. Written summaries of the findings resulting from these examinations shall be prepared by the Contractor and submitted to the Engineer for approval.

B. Electronic Documentation:

1. Preconstruction audiovisual documentation shall be prepared which addresses the intake and water treatment plant sites and the corridors that will contain the raw and finished water mains. Refer to Section 01 32 36 for specific requirements.
2. Such documentation shall be used as indisputable evidence in ascertaining whether and to what extent damage occurred as a result of Contractor's operations, and is for the protection of adjacent property owners, Contractor, and Owner.

1.05 REFERENCE POINTS AND SURVEYS

A. Owner's Responsibilities:

1. Establish bench marks convenient to work and at least every 500 feet on pipelines and roads.
2. Establish horizontal reference points or coordinate system with bench marks and reference points for Contractor's use as necessary to lay out work.

B. Location and elevation of bench marks are shown on Drawings.

C. Contractor's Responsibilities:

1. Provide additional survey and layout required to construct the work.
2. Notify Engineer at least 3 working days in advance of time when additional grade and line information is needed.
3. Check and establish exact location of existing facilities prior to construction of new facilities and any connections thereto.
4. In event of discrepancy in data or staking provided by Owner, request clarification before proceeding with work.

5. Retain professional land surveyor or civil engineer registered in State of Alabama who shall perform or supervise engineering surveying necessary for construction staking and layout.
6. Maintain complete accurate log of survey work as it progresses as a Record Document.
7. On request of Engineer, submit documentation.
8. Provide competent employee(s), tools, stakes, and other equipment and materials as Engineer may require to:
 - a. Check layout, survey, and measurement work performed by others.
 - b. Measure quantities for payment purposes.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 CUTTING, FITTING, AND PATCHING

- A. Cut, fit, adjust, or patch work and work of others, including excavation and backfill as required, to make work complete.
- B. Obtain prior written authorization of Engineer before commencing work to cut or otherwise alter:
 1. Structural or reinforcing steel, structural column or beam, elevated slab, trusses, or other structural member.
 2. Weather- or moisture-resistant elements.
 3. Efficiency, maintenance, or safety of element.
 4. work of others.
- C. Refinish surfaces to provide an even finish.
 1. Refinish continuous surfaces to nearest intersection.
 2. Refinish entire assemblies.
 3. Finish restored surfaces to such planes, shapes, and textures that no transition between existing work and work is evident in finished surfaces.
- D. Restore existing work, Underground Facilities, and surfaces that are to remain in completed work including concrete-embedded piping, conduit, and other utilities as specified and as shown.
- E. Make restorations with new materials and appropriate methods as specified for new work of similar nature; if not specified, use recommended practice of manufacturer or appropriate trade association.

- F. Fit work airtight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces and fill voids.
- G. Remove specimens of installed work for testing when requested by Engineer.

END OF SECTION

SECTION 01 31 19
PROJECT MEETINGS

PART 1 GENERAL

1.01 GENERAL

- A. Engineer will schedule physical arrangements for meetings throughout progress of the Work, prepare meeting agenda with regular participant input and distribute with written notice of each meeting, preside at meetings, record minutes to include significant proceedings and decisions, and reproduce and distribute copies of minutes within 5 days after each meeting to participants and parties affected by meeting decisions.

1.02 PRECONSTRUCTION CONFERENCE

- A. Contractor shall be prepared to discuss the following subjects, as a minimum:
1. Required schedules.
 2. Status of bonds and insurance.
 3. Sequencing of critical path work items.
 4. Progress payment procedures.
 5. Project changes and clarification procedures.
 6. Use of Site, access, office and storage areas, security and temporary facilities.
 7. Major product delivery and priorities.
 8. Contractor's safety plan and representative.
- B. Attendees will include:
1. Owner's representatives.
 2. Contractor's office representative.
 3. Contractor's resident superintendent.
 4. Contractor's quality control representative.
 5. Subcontractors' representatives whom Contractor may desire or Engineer may request to attend.
 6. Engineer's representatives.
 7. Others as appropriate.

1.03 PRELIMINARY SCHEDULES REVIEW MEETING

- A. Conduct as set forth in General Conditions and Section 01 32 00, Construction Progress Documentation.

1.04 PROGRESS MEETINGS

- A. Engineer will schedule regular progress meetings at Site, conducted weekly to review the progress, schedules, submittals, application for payment, contract modifications, and other matters needing discussion and resolution.
- B. Attendees will include:
 - 1. Owner's representative(s), as appropriate.
 - 2. Contractor, Subcontractors, and Suppliers, as appropriate.
 - 3. Engineer's representative(s).
 - 4. Others as appropriate.

1.05 QUALITY CONTROL MEETINGS

- A. Scheduled by Engineer on regular basis and as necessary to review test and inspection reports, and other matters relating to quality control of the Work and work of other Contractors.
- B. Attendees will include:
 - 1. Contractor.
 - 2. Contractor's designated quality control representative.
 - 3. Subcontractors and Suppliers, as necessary.
 - 4. Engineer's representatives.
 - 5. Owner's representative.

1.06 PROCESS INSTRUMENTATION AND CONTROL SYSTEMS (PICS) COORDINATION MEETINGS

- A. Engineer will schedule meetings at site, conducted as required to review specific requirements of PICS work.
- B. Attendees will include:
 - 1. Contractor.
 - 2. Owner.
 - 3. PICS Subcontractor/Installer.
 - 4. Engineer's representatives.

1.07 PRE-INSTALLATION MEETINGS

- A. When required in individual Specification sections, convene at site prior to commencing the work of that section.

- B. Require attendance of entities directly affecting, or affected by, the work of that section.
- C. Notify Engineer 10 days in advance of meeting date.
- D. Provide suggested agenda to Engineer to include reviewing conditions of installation, preparation and installation or application procedures, and coordination with related work and work of others.

1.08 FACILITY STARTUP MEETINGS

- A. Schedule and attend a minimum of two facility startup meetings. The first of such meetings shall be held prior to submitting Facility Startup Plan, as specified in Section 01 91 14, Equipment Testing and Facility Startup, and shall include preliminary discussions regarding such plan.
- B. Agenda items shall include, but not be limited to, content of Facility Startup Plan, coordination needed between various parties in attendance, and potential problems associated with startup.
- C. Attendees will include:
 - 1. Contractor.
 - 2. Contractor's designated quality control representative.
 - 3. Subcontractors and equipment manufacturer's representatives whom Contractor deems to be directly involved in facility startup.
 - 4. Engineer's representatives.
 - 5. Owner's operations personnel.
 - 6. Others as required by Contract Documents or as deemed necessary by Contractor.

1.09 OTHER MEETINGS

- A. Conduct in accordance with Contract Documents and as may be required by Owner and Engineer.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01 32 00
CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 GENERAL

1.01 SUBMITTALS

A. Informational Submittals:

1. Preliminary Progress Schedule: Submit at least 7 days prior to preconstruction conference.
2. Detailed Progress Schedule:
 - a. Submit initial Detailed Progress Schedule within 60 days after Effective Date of the Agreement.
 - b. Submit an Updated Progress Schedule at each update, in accordance with Paragraph 1.03.
3. Submit with each Progress Schedule Submission:
 - a. Contractor's certification that Progress Schedule submission is actual schedule being utilized for execution of the Work.
 - b. Progress Schedule: 4 legible copies.
 - c. Narrative Progress Report: Same number of copies as specified for Progress Schedule.
4. Prior to final payment, submit a final updated Progress Schedule.

1.02 PRELIMINARY PROGRESS SCHEDULE

- A. In addition to basic requirements outlined in General Conditions, show a Preliminary Progress Schedule, beginning with Notice to Proceed and extending through Final Completion.
- B. Show activities including, but not limited to the following:
 1. Notice to Proceed.
 2. Permits.
 3. Submittals, with review time. Contractor may use Schedule of Submittals specified in Section 01 33 00, Submittal Procedures.
 4. Early procurement activities for long lead equipment and materials.
 5. Initial site work.
 6. Earthwork.
 7. Specified work sequences and construction constraints.
 8. Contract Milestone and Completion Dates.
 9. Owner-furnished products delivery dates or ranges of dates.
 10. Major structural, mechanical, equipment, electrical, architectural, and instrumentation and control work.

11. System startup summary.
 12. Project close-out summary.
 13. Demobilization summary.
- C. Update Preliminary Progress Schedule monthly as part of progress payment process. Failure to do so may result in the Owner withholding all or part of the monthly progress payment until the Preliminary Progress Schedule is updated in a manner acceptable to the Engineer.
- D. Format: In accordance with Paragraph 1.04.

1.03 DETAILED PROGRESS SCHEDULE

- A. In addition to requirements of General Conditions, submit Detailed Progress Schedule beginning with Notice to Proceed and continuing through Final Completion.
- B. Show the duration and sequences of activities required for complete performance of the Work reflecting means and methods chosen by Contractor.
- C. When accepted by Engineer, Detailed Progress Schedule will replace Preliminary Progress Schedule and become Baseline Schedule. Subsequent revisions will be considered as "Updated Progress Schedules".
- D. Format: In accordance with Paragraph 1.04.
- E. Update monthly to reflect actual progress and occurrences to date, including weather delays.

1.04 PROGRESS SCHEDULE-CRITICAL PATH NETWORK

- A. General: Comprehensive computer-generated schedule using CPM, generally as outlined in Associated General Contractors of America (AGC) 580, "Construction Project Planning and Scheduling Guidelines." If a conflict occurs between the AGC publication and this Specification, this Specification shall govern.
- B. Contents:
1. Schedule shall begin with the date of Notice to Proceed and conclude with the date of Final Completion.
 2. Identify work on a calendar basis using days as a unit of measure.
 3. Show complete interdependence and sequence of construction and Project-related activities reasonably required to complete the Work.
 4. Identify the work of separate stages and other logically grouped activities, and clearly identify critical path of activities.

5. Reflect sequences of the work, restraints, delivery windows, review times, Contract Times and Project Milestones set forth in the Agreement and Section 01 31 13, Project Coordination.
6. Include as applicable, at a minimum:
 - a. Obtaining permits, submittals for early product procurement, and long lead time items.
 - b. Mobilization and other preliminary activities.
 - c. Initial site work.
 - d. Specified work sequences, constraints, and Milestones, including Substantial Completion date(s).
 - e. Major equipment design, fabrication, factory testing, and delivery dates.
 - f. Delivery dates for Owner-furnished products.
 - g. Sitework.
 - h. Concrete work.
 - i. Structural steel work.
 - j. Architectural features work.
 - k. Conveying systems work.
 - l. Equipment work.
 - m. Mechanical work.
 - n. Electrical work.
 - o. Instrumentation and control work.
 - p. Interfaces with Owner-furnished equipment.
 - q. Other important work for each major facility.
 - r. Equipment and system startup and test activities.
 - s. Project closeout and cleanup.
 - t. Demobilization.
7. No activity duration, exclusive of those for submittals review and product fabrication/delivery, shall be less than 1 day nor more than 30 days, unless otherwise approved.
8. Activity duration for submittal review shall not be less than review time specified unless clearly identified and prior written acceptance has been obtained from Engineer.

C. Network Graphical Display:

1. Plot or print on paper not greater than 30 inches by 42 inches or smaller than 22 inches by 34 inches, unless otherwise approved.
2. Title Block: Show name of Project, Owner, date submitted, revision or update number, and the name of the scheduler. Updated schedules shall indicate data date.
3. Identify horizontally across top of schedule the time frame by year, month, and day.
4. Identify each activity with a unique number and a brief description of the work associated with that activity.
5. Indicate the critical path.

6. Show, at a minimum, the controlling relationships between activities.
7. Plot activities on a time-scaled basis, with the length of each activity proportional to the current estimate of the duration.
8. Plot activities on an early start basis unless otherwise requested by Engineer.
9. Provide a legend to describe standard and special symbols used.

D. Schedule Report:

1. On 8½-inch by 11-inch white paper, unless otherwise approved.
2. List information for each activity in tabular format, including at a minimum:
 - a. Activity Identification Number.
 - b. Activity Description.
 - c. Original Duration.
 - d. Remaining Duration.
 - e. Early Start Date (Actual Start on Updated Progress Schedules).
 - f. Early Finish Date (Actual Finish on Updated Progress Schedules).
 - g. Late Start Date.
 - h. Late Finish Date.
 - i. Total Float.
3. Sort reports, in ascending order, as listed below:
 - a. Activity number sequence with predecessor and successor activity.
 - b. Activity number sequence.
 - c. Early-start.
 - d. Total float.

E. Cost-Loading:

1. Note the estimated cost to perform each work activity, with the exception of submittals or submittal reviews, in the network in a tabular listing.
2. The sum of all activity costs shall equal the Contract Price. An unbalanced or front-end-loaded schedule will not be acceptable.

1.05 PROGRESS OF THE WORK

A. Updated Progress Schedule shall reflect:

1. Progress of work to within 5 working days prior to submission.
2. Approved changes in work scope and activities modified since submission.
3. Delays in Submittals or resubmittals, deliveries, or work.
4. Adjusted or modified sequences of work.
5. Other identifiable changes.
6. Revised projections of progress and completion.
7. Report of changed logic.

- B. Produce detailed subschedules during Project, upon request of Owner or Engineer, to further define critical portions of the Work such as facility shutdowns.
- C. If Contractor fails to complete activity by its latest scheduled completion date and this failure is anticipated to extend Contract Times (or Milestones), Contractor shall, within 7 days of such failure, submit a written statement as to how Contractor intends to correct nonperformance and return to acceptable current Progress Schedule. Actions by Contractor to complete the Work within Contract Times (or Milestones) will not be justification for adjustment to Contract Price or Contract Times.
- D. Owner may increase retainage if Contractor fails to:
 - 1. Complete a Milestone activity by its completion date.
 - 2. Satisfactorily execute work as necessary to prevent delay to overall completion of Project, at no additional cost to Owner.

1.06 NARRATIVE PROGRESS REPORT

- A. Format:
 - 1. Organize same as Progress Schedule.
 - 2. Identify, on a cover letter, reporting period, date submitted, and name of author of report.
- B. Contents:
 - 1. Number of days worked over the period, work force on hand, construction equipment on hand (including utility vehicles such as pickup trucks, maintenance vehicles, stake trucks).
 - 2. General progress of work, including a listing of activities started and completed over the reporting period, mobilization/demobilization of subcontractors, and major milestones achieved.
 - 3. Contractor's plan for management of Site (e.g., lay down and staging areas, construction traffic), utilization of construction equipment, buildup of trade labor, and identification of potential Contract changes.
 - 4. Identification of new activities and sequences as a result of executed Contract changes.
 - 5. Documentation of weather conditions over the reporting period, and any resulting impacts to the work.
 - 6. Description of actual or potential delays, including related causes, and the steps taken or anticipated to mitigate their impact.
 - 7. Changes to activity logic.
 - 8. Changes to the critical path.

9. Identification of, and accompanying reason for, any activities added or deleted since the last report.
10. Steps taken to recover the schedule from Contractor-caused delays.

1.07 SCHEDULE ACCEPTANCE

A. Engineer's acceptance will demonstrate agreement that:

1. Proposed schedule is accepted with respect to:
 - a. Contract Times, including Final Completion and all intermediate Milestones are within the specified times.
 - b. Specified Work sequences and constraints are shown as specified.
 - c. Specified Owner-furnished equipment or material arrival dates, or range of dates, are included.
 - d. Access restrictions are accurately reflected.
 - e. Startup and testing times are as specified.
 - f. Submittal review times are as specified.
2. In all other respects, Engineer's acceptance of Contractor's schedule indicates that, in Engineer's judgement, schedule represents reasonable plan for constructing Project in accordance with the Contract Documents. Engineer's review will not make any change in Contract requirements. Lack of comment on any aspect of schedule that is not in accordance with the Contract Documents will not thereby indicate acceptance of that change, unless Contractor has explicitly called the nonconformance to Engineer's attention in submittal. Schedule remains Contractor's responsibility and Contractor retains responsibility for performing all activities, for activity durations, and for activity sequences required to construct Project in accordance with the Contract Documents.

B. Unacceptable Preliminary Progress Schedule:

1. Make requested corrections; resubmit within 10 days.
2. Until acceptable to Engineer as Baseline Progress Schedule, continue review and revision process, during which time Contractor shall update schedule on a monthly basis to reflect actual progress and occurrences to date.

C. Unacceptable Detailed Progress Schedule:

1. Make requested corrections; resubmit within 10 days.
2. Until acceptable to Engineer as Baseline Progress Schedule, continue review and revision process.

D. Narrative Report: All changes to activity duration and sequences, including addition or deletion of activities subsequent to Engineer's acceptance of Baseline

Progress Schedule, shall be delineated in Narrative Report current with proposed Updated Progress Schedule.

1.08 ADJUSTMENT OF CONTRACT TIMES

- A. Reference General Conditions for specifics related to changes in contract time.
- B. Evaluation and reconciliation of Adjustments of Contract Times shall be based on the Updated Progress Schedule at the time of proposed adjustment or claimed delay.
- C. Float:
 - 1. Float time is a Project resource available to both parties to meet contract Milestones and Contract Times.
 - 2. Use of float suppression techniques such as preferential sequencing or logic, special lead/lag logic restraints, and extended activity times are prohibited, and use of float time disclosed or implied by use of alternate float-suppression techniques shall be shared to proportionate benefit of Owner and Contractor.
 - 3. Pursuant to above float-sharing requirement, no time extensions will be granted nor delay damages paid until a delay occurs which (i) impacts Project's critical path, (ii) consumes available float or contingency time, and (iii) extends Work beyond contract completion date.
- D. Claims Based on Contract Times:
 - 1. Where Engineer has not yet rendered formal decision on Contractor's claim for adjustment of Contract Times, and parties are unable to agree as to amount of adjustment to be reflected in Progress Schedule, Contractor shall reflect an interim adjustment in the Progress Schedule as acceptable to Engineer.
 - 2. It is understood and agreed that such interim acceptance will not be binding on either Contractor or Owner, and will be made only for the purpose of continuing to schedule Work until such time as formal decision has been rendered as to an adjustment, if any, of the Contract Times.
 - 3. Contractor shall revise Progress Schedule prepared thereafter in accordance with Engineer's formal decision.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

01 32 00 - 7

SECTION 01 32 33
CONSTRUCTION PHOTOGRAPHS

PART 1 - GENERAL

1.01 SCOPE OF WORK

- A. Scope of Work: The Contractor shall employ a competent photographer to take construction record photographs prior to start of work and periodically during the course of the Work.

1.02 PHOTOGRAPHY REQUIRED

- A. Photographs taken in conformance with this Section shall be furnished to the Engineer with each pay request.
- B. Photographs shall be taken at each of the major stages of construction and as directed by the Engineer.
- C. Photographs may be taken by the Contractor's personnel but must be of professional quality as herein specified. Photographs which are deemed unsatisfactory will be rejected and retakes will be required.
- D. Views and Quantities Required:
 - 1. Six (6) prints of one (1) view of each activity as directed by the Resident Project Representative, up to a limit of thirty (30) activities photographed per month.
 - 2. Six (6) prints of ten (10) views of the intake and water treatment plant sites monthly, as directed by the Resident Project Representative.
 - 3. Two (2) prints of three (3) views of preliminary aerial photographs of the water treatment plant site upon completion of the project.
 - 4. Five (5) prints of selected aerial photographs enlarged for framing from the preliminary set of aerial photos.
- E. Negatives or Electronic Files:
 - 1. The photographer shall maintain negatives or electronic files of the entire Project and then shall convey the negatives or electronic files to the Owner at the completion of the Project.

2. The photographer shall agree to furnish additional prints to Owner and the Engineer at commercial rates applicable at time of purchase.

1.03 COST OF PHOTOGRAPHY

- A. The Contractor shall pay costs for specified photography and prints. Parties requiring additional photography or prints will pay the photographer directly.

PART 2 - PRODUCTS

2.01 PRINTS

- A. Type of Print:
 1. Paper: Single weight, color print paper.
 2. Finish: Smooth surface, glossy.
 3. Size: 8 inch x 10 inch for construction photos and preliminary aerial photos, 16 inch x 20 inch for selected aerial photos.
- B. Identify each print on back, listing:
 1. Name of project.
 2. Orientation of view.
 3. Date and time of exposure.
 4. Name and address of photographer.
 5. Photographer's numbered identification of exposure.
- C. Aerial Photographs: Each aerial photograph shall be scaled to picture the plant site within no less than 80 percent of the print total area. Each selected enlarged aerial print shall be provided mounted within a black frame, non-glare glass front, behind a minimum 2 inch wide, two-tone, double beveled mat.

PART 3 - EXECUTION

3.01 TECHNIQUE

- A. Factual Presentation.

- B. Correct exposure and focus.
 - 1. High resolution and sharpness.
 - 2. Maximum depth-of-field.
 - 3. Minimum distortion.

3.02 VIEWS REQUIRED

- A. Photograph from locations to adequately illustrate condition of construction and state of progress.
 - 1. At successive periods of photography, take at least one photograph from the same overall view as previously photographed.
 - 2. Consult with the Engineer at each period of photography for instructions concerning views required.

3.03 DELIVERY OF PRINTS

- A. Deliver prints to the Engineer to accompany each Application For Payment.
- B. Distribution of construction prints as soon as processed is anticipated to be as follows:
 - 1. Owner (two (2) sets)
 - 2. Engineer (two (2) sets)
 - 3. Project record file (one (1) set to be stored by Contractor until the end of the project which shall be delivered with Project Record Documents as specified in Section 01 78 39).
 - 4. Contractor (one (1) set)

END OF SECTION

SECTION 01 32 36
COLOR AUDIO-VIDEO
PRECONSTRUCTION RECORD

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Scope of Work: Prior to commencing work, the Contractor shall have a continuous color audio-video tape recording taken along the entire length of raw and finished water main corridors and at all proposed construction sites, including the intake and water treatment plant sites, to serve as a record of pre-construction conditions.

1.02 QUALITY ASSURANCE

- A. The Contractor shall engage the services of a professional electrographer. The color audio-video DVDs shall be prepared by a responsible commercial firm known to be skilled and regularly engaged in the business or preconstruction color audio-video DVD documentation.
- B. The electrographer shall furnish to the Engineer a list of all equipment to be used for the audio-video taping, i.e., manufacturer's name, model number, specifications and other pertinent information.
- C. Additional information to be furnished by the electrographer shall include names and addresses of two references that the electrographer has performed color audio-video taping for, on projects of a similar nature, within the last 12 months.
- D. Owner's representative and Engineer must be present during filming. Provide Owner and Engineer five (5) days notice prior to start of filming.
- E. No construction shall begin prior to review and approval of the DVDs covering the construction area by the Owner and Engineer. The Engineer shall have the authority to reject all or any portion of a video not conforming to specifications and order that it be redone at no additional charge.
- F. The Contractor shall reschedule unacceptable coverage within five (5) days after being notified. The Engineer shall designate those areas, if any, to be omitted from or added to the audio-video coverage.

- G. Tape recordings shall not be made more than ninety (90) days prior to construction in any area. All DVDs and written records shall become property of Owner.

PART 2 - PRODUCTS

2.01 AUDIO-VIDEO DVDs

- A. Audio-video DVDs shall be new. Reprocessed DVDs will not be acceptable.

PART 3 - EXECUTION

3.01 EQUIPMENT

- A. All equipment, accessories, materials and labor to perform this service shall be furnished by the Contractor.
- B. The total audio-video system shall reproduce bright, sharp, clear pictures with accurate colors and shall be free from distortion, tearing, rolls or any other form of imperfection. The audio portion of the recording shall reproduce the commentary of the camera operator with proper volume and clarity and be free from distortion and interruptions.
- C. When conventional wheeled vehicles are used, the distance from the camera lens to the ground shall not be more than ten (10) feet. In some instances, audio-video tape coverage may be required in areas not accessible by conventional wheeled vehicles. Such coverage shall be obtained by walking or special conveyance provided by the Contractor.
- D. The color video camera used in the recording system shall have a horizontal resolution of 350 lines at center, a luminance signal to noise ratio of 45 dB and a minimum illumination requirement of one (1) foot candle.

3.02 RECORDED INFORMATION - AUDIO

- A. Each tape shall begin with the current date, project name and municipality and be followed by the general location, i.e., viewing side and direction of progress. The audio track shall consist of an original live recording. The recording shall contain the narrative commentary of the electrographer, recorded simultaneously with his fixed elevation video record of the zone of influence of construction.

- B. The Owner and Engineer reserve the right to supplement the audio portion of the taping as deemed necessary. A representative of the Owner or Engineer shall be selected to provide such narrative.

3.03 RECORDED INFORMATION - VIDEO

- A. All video recordings shall, by electronic means, display on the screen the time of day, the month, day and year of the recording. This time and date information must be continuously and simultaneously generated with the actual recording.
- B. Each video shall have a log of the contents. The log shall describe the various segments of coverage contained on the DVD in terms of the names of streets or easements, coverage beginning and end, directions of coverage, video unit counter numbers, engineering stationing numbers and the date.

3.04 LIGHTING

- A. All taping shall be done during time of good visibility. No taping shall be done during precipitation, mist or fog. The recording shall only be done when sufficient sunlight is present to properly illuminate the subjects of recording and to produce bright, sharp video recordings of those subjects.

3.05 SPEED OF TRAVEL

- A. The rate of speed in the general direction of travel of the vehicle used during taping shall not exceed 44 feet per minute. Panning, zoom-in and zoom-out rates shall be sufficiently controlled to maintain a clear view of the objects.

3.06 AREA OF COVERAGE

- A. Tape coverage shall include all surface features located within the zone of influence of construction supported by appropriate audio coverage. Such coverage shall include, but not be limited to, existing driveways, sidewalks, curbs, pavements, ditches, mailboxes, landscaping, culverts, fences, signs, and headwalls within the area covered.

END OF SECTION

SECTION 01 33 00
SUBMITTAL PROCEDURES

PART 1 GENERAL

1.01 DEFINITIONS

- A. Action Submittal: Written and graphic information submitted by Contractor that requires Engineer's approval.
- B. Informational Submittal: Information submitted by Contractor that does not require Engineer's approval.

1.02 PROCEDURES

- A. Direct submittals to Engineer at the following address, unless specified otherwise.
 - 1. Tetra Tech
Attn: Susan L. Hayse, Construction Administrator
201 E. Pine Street, Suite 1000
Orlando, FL 32801
Phone: 407/480-3928
E-mail: Susan.Hayse@tetrattech.com
- B. Transmittal of Submittal:
 - 1. Contractor shall:
 - a. Review each submittal and check for compliance with Contract Documents.
 - b. Stamp each submittal with uniform approval stamp before submitting to Engineer.
 - 1) Stamp to include Project name, submittal number, specification number, Contractor's reviewer name, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with Contract Documents.
 - 2) Engineer will not review submittals that do not bear Contractor's approval stamp and will return them without action.
 - 2. Complete, sign, and transmit with each submittal package, one transmittal form attached at end of this section.
 - 3. Identify each submittal with the following:
 - a. Numbering and Tracking System:
 - 1) Sequentially number each submittal.

- 2) Resubmission of submittal shall have original number with sequential alphabetic suffix.
 - b. Specification section and paragraph to which submittal applies.
 - c. Project title and Engineer's project number.
 - d. Date of transmittal.
 - e. Names of Contractor, Subcontractor or Supplier, and manufacturer as appropriate.
 4. Identify and describe each deviation or variation from Contract Documents.
- C. Format:
1. Do not base Shop Drawings on reproductions of Contract Documents.
 2. Package submittal information by individual Specification section; however, in certain cases where a section addresses several components multiple submittals shall be acceptable. Do not combine different Specification sections together in submittal package, unless otherwise directed in Specification.
 3. Present in a clear and thorough manner and in sufficient detail to show kind, size, arrangement, and function of components, materials, and devices, and compliance with Contract Documents.
 4. Index with labeled tab dividers in orderly manner.
- D. Timeliness: Schedule and submit in accordance Schedule of Submittals, and requirements of individual Specification sections.
- E. Processing Time:
1. Time for review shall commence on Engineer's receipt of submittal.
 2. Engineer will act upon Contractor's submittal and transmit response to Contractor not later than 28 working days after receipt, unless otherwise specified.
 3. Resubmittals will be subject to same review time.
 4. No adjustment of Contract Times or Price will be allowed due to delays in progress of Work caused by rejection and subsequent resubmittals.
- F. Resubmittals: Clearly identify each correction or change made.
- G. Incomplete Submittals:
1. Engineer will return entire submittal for Contractor's revision if preliminary review deems it incomplete.
 2. When any of the following are missing, submittal will be deemed incomplete:
 - a. Contractor's review stamp, completed and signed.

- b. Transmittal, completed and signed.
- c. Insufficient number of copies.

H. Submittals not required by Contract Documents:

- 1. Will not be reviewed and will be returned stamped "Not Subject to Review."
- 2. Engineer will keep one copy and return all remaining copies to Contractor.

1.03 ACTION SUBMITTALS

A. Prepare and submit Action Submittals required by individual Specification sections.

B. Shop Drawings:

- 1. Copies: Five (5).
- 2. Identify and Indicate:
 - a. Applicable Contract Drawing and detail number, products, units and assemblies, and system or equipment identification or tag numbers.
 - b. Equipment and Component Title: Identical to title shown on Drawings.
 - c. Critical field dimensions and relationships to other critical features of Work. Note dimensions established by field measurement.
 - d. Project-specific information drawn accurately to scale.
- 3. Manufacturer's standard schematic drawings and diagrams as follows:
 - a. Modify to delete information that is not applicable to the Work.
 - b. Supplement standard information to provide information specifically applicable to the Work.
- 4. Product Data: Provide as specified in individual Specifications.
- 5. Foreign Manufacturers: When proposed, include following additional information:
 - a. Names and addresses of at least two companies that maintain technical service representatives close to Project.
 - b. Complete list of spare parts and accessories for each piece of equipment

C. Samples:

- 1. Copies: Two, unless otherwise specified in individual Specifications.
- 2. Preparation: Mount, display, or package Samples in manner specified to facilitate review of quality. Attach label on unexposed side that includes the following:
 - a. Manufacturer name.

- b. Model number.
 - c. Material.
 - d. Sample source.
 - 3. Manufacturer's Color Chart: Units or sections of units showing full range of colors, textures, and patterns available.
 - 4. Full-size Samples:
 - a. Size as indicated in individual Specification section.
 - b. Prepared from same materials to be used for the Work.
 - c. Cured and finished in manner specified.
 - d. Physically identical with product proposed for use.
- D. Action Submittal Dispositions: Engineer will review, mark, and stamp as appropriate, and distribute marked-up copies as noted:
 - 1. Approved:
 - a. Contractor may incorporate product(s) or implement Work covered by submittal.
 - b. Distribution:
 - 1) One copy furnished Owner.
 - 2) One copy furnished Resident Project Representative.
 - 3) One copy retained in Engineer's file.
 - 4) Remaining copies returned to Contractor appropriately annotated.
 - 2. Approved as Noted:
 - a. Contractor may incorporate product(s) or implement Work covered by submittal, in accordance with Engineer's notations.
 - b. Distribution:
 - 1) One copy furnished Owner.
 - 2) One copy furnished Resident Project Representative.
 - 3) One copy retained in Engineer's File.
 - 4) Remaining copies returned to Contractor appropriately annotated.
 - 3. Partial Approval, Resubmit as Noted:
 - a. Make corrections or obtain missing portions, and resubmit.
 - b. Except for portions indicated, Contractor may begin to incorporate product(s) or implement Work covered by submittal, in accordance with Engineer's notations.
 - c. Distribution:
 - 1) One copy furnished Owner.
 - 2) One copy furnished Resident Project Representative.
 - 3) One copy retained in Engineer's file.
 - 4) Remaining copies returned to Contractor appropriately annotated.
 - 4. Revise and Resubmit:
 - a. Contractor may not incorporate product(s) or implement Work covered by submittal.

- b. Distribution:
 - 1) One copy furnished Resident Project Representative.
 - 2) One copy retained in Engineer's file.
 - 3) Remaining copies returned to Contractor appropriately annotated.

1.04 INFORMATIONAL SUBMITTALS

A. General:

- 1. Copies: Submit five (5) copies, unless otherwise indicated in individual Specification section.
- 2. Refer to individual Specification sections for specific submittal requirements.
- 3. Engineer will review each submittal. If submittal meets conditions of the Contract, Engineer will forward copies to appropriate parties. If Engineer determines submittal does not meet conditions of the Contract and is therefore considered unacceptable, Engineer will retain one copy and return remaining copies with review comments to Contractor, and require that submittal be corrected and resubmitted.

B. Certificates:

- 1. General:
 - a. Provide notarized statement that includes signature of entity responsible for preparing certification.
 - b. Signed by officer or other individual authorized to sign documents on behalf of that entity.
- 2. Welding: In accordance with individual Specification sections.
- 3. Installer: Prepare written statements on manufacturer's letterhead certifying that installer complies with requirements as specified in individual Specification sections.
- 4. Material Test: Prepared by qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements.
- 5. Certificates of Successful Testing or Inspection: Submit when testing or inspection is required by Laws and Regulations or governing agency or specified in individual Specification sections.
- 6. Manufacturer's Certificate of Compliance: In accordance with Section 01 43 33, Manufacturers' Field Services.
- 7. Manufacturer's Certificate of Proper Installation: In accordance with Section 01 43 33, Manufacturers' Field Services.

C. Construction Photographs and Video: In accordance with Section 01 32 33 and Section 01 32 36, and as may otherwise be required in Contract Documents.

- D. Contract Closeout Submittals: In accordance with Section 01 77 00, Closeout Procedures.
- E. Contractor-Design Data:
 - 1. Written and graphic information.
 - 2. List of assumptions.
 - 3. List of performance and design criteria.
 - 4. Summary of loads or load diagram, if applicable.
 - 5. Calculations.
 - 6. List of applicable codes and regulations.
 - 7. Name and version of software.
 - 8. Information requested in individual Specification section.
- F. Manufacturer's Instructions: Written or published information that documents manufacturer's recommendations, guidelines, and procedures in accordance with individual Specification sections.
- G. Operation and Maintenance Data: As required in Section 01 78 23, Operation and Maintenance Data.
- H. Schedules:
 - 1. Schedule of Submittals: Prepare separately or in combination with Progress Schedule as specified in Section 01 32 00, Construction Progress Documentation.
 - a. Show for each, at a minimum, the following:
 - 1) Specification section number.
 - 2) Identification by numbering and tracking system.
 - 3) Estimated date of submission to Engineer, including reviewing and processing time.
 - b. On a monthly basis, submit updated schedule to Engineer if changes have occurred or resubmittals are required.
 - 2. Schedule of Values: In accordance with Section 01 29 73.
 - 3. Progress Schedules: In accordance with Section 01 32 00, Construction Progress Documentation.
- I. Special Guarantee: Supplier's written guarantee as required in individual Specification sections.
- J. Statement of Qualification: Evidence of qualification, certification, or registration as required in Contract Documents to verify qualifications of professional land surveyor, engineer, materials testing laboratory, specialty Subcontractor, trade, Specialist, consultant, installer, and other professionals.
- K. Submittals Required by Laws, Regulations, and Governing Agencies:

1. Submit promptly notifications, reports, certifications, payrolls, and otherwise as may be required, directly to the applicable federal, state, or local governing agency or their representative.
2. Transmit to Engineer for Owner's records one copy of correspondence and transmittals (to include enclosures and attachments) between Contractor and governing agency.

L. Test and Inspection Reports:

1. General: Shall contain signature of person responsible for test or report.
2. Factory:
 - a. Identification of product and Specification section, type of inspection or test with referenced standard or code.
 - b. Date of test, Project title and number, and name and signature of authorized person.
 - c. Test results.
 - d. If test or inspection deems material or equipment not in compliance with Contract Documents, identify corrective action necessary to bring into compliance.
 - e. Provide interpretation of test results, when requested by Engineer.
 - f. Other items as identified in individual Specification sections.
3. Field: As a minimum, include the following:
 - a. Project title and number.
 - b. Date and time.
 - c. Record of temperature and weather conditions.
 - d. Identification of product and Specification section.
 - e. Type and location of test, sample or inspection, including referenced standard or code.
 - f. Date issued, testing laboratory name, address, and telephone number, and name and signature of laboratory inspector.
 - g. If test or inspection deems material or equipment not in compliance with Contract Documents, identify corrective action necessary to bring into compliance.
 - h. Provide interpretation of test results, when requested by Engineer.
 - i. Other items as identified in individual Specification sections.

M. Testing and Startup Data: In accordance with Section 01 91 14, Equipment Testing and Facility Startup.

N. Training Data: In accordance with Section 01 43 33, Manufacturers' Field Services.

1.05 SUPPLEMENTS

A. The supplements listed below, following "End of Section", are part of this Specification.

1. Forms: Transmittal of Contractor's Submittal.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

SHOP DRAWING SUBMITTAL FORM

Owner: _____

Specification No.: _____
 Project: _____

Contractor: _____

FOR TETRA TECH USE ONLY:

DATE RECEIVED _____
 DATE RETURNED _____

Project No.: _____

Owner's
 Project No.: _____

Contractor's
 Submittal No.: _____

Contractor's
 Project No.: _____

Resubmittal Yes ____ No ____

ITEM NO	RESUBMITTAL NO.	NO. COPIES	VENDOR	DESCRIPTION	ENGINEER'S ACTION
ACTION CODE (As defined in the General Conditions) <div style="display: flex; justify-content: space-between; align-items: flex-start; padding: 5px;"> <div style="width: 60%;"> <p>A APPROVED</p> <p>AN APPROVED AS NOTED</p> <p>A/R AMEND AND RESUBMIT</p> <p>R NOT APPROVED/REJECTED</p> <p> (DO NOT ORDER OR FABRICATE UNTIL APPROVED)</p> </div> <div style="width: 35%;"> <p>SUBMITTED BY: _____</p> <p style="text-align: right; margin-right: 20px;"><i>Contractor</i></p> <p>DATE: _____</p> </div> </div>					
ENGINEERS COMMENTS: _____ _____ _____					

Distribution

- Contractor ___ Copies
- Owner ___ Copies
- Tt Office ___ Copies
- Tt Subconsultant ___ Copies
- Tt Field ___ Copies

Discipline Review:

Reviewed By _____ Date _____

Discipline Review:

Reviewed By _____ Date _____

Project Manager _____ Date _____

END OF SECTION

01 33 00 - 9

SECTION 01 41 00
REGULATORY REQUIREMENTS

PART 1 GENERAL

- A. The Contractor shall secure and pay for **all** permits and licenses related to his work, except as otherwise provided herein.
- B. The Contractor shall adhere to all permit requirements as contained in permits obtained by the Owner and Contractor.
- C. Permits by Owner: The Owner prior to the advertisement of the project has applied for permits with the following agencies:

(Refer to Table 01 41 00A for permit information.)

TABLE 01 41 00A
PERMIT INFORMATION

The following permits have been obtained or will be obtained by the Owner prior to construction:

<u>Agency</u>	<u>Permit</u>	<u>Permit No.</u>	<u>Issue Date</u>
ADEM	NPDES (General Permit for Filter Water Discharge)	ALG640067	7/1/2014
ADEM	Construction Permit (WTP)	Pending	Pending
ADEM	Construction Stormwater/NOI (Finished Water Main only)	ALR640000	Pending
Marshall Co. Health Department	Onsite Sewage Disposal System	CEP-2	Pending
ALDOT	MB-01 (Approved drawings on file)	1-2-1196	10/03/14
TVA	26A: Water Withdrawal Permit of 24 MGD and Channel Excavation	227698	11/09/12
TVA	26A: Channel Lining for Filter Water Outfall at Little Paint Rock Creek	Pending	Pending
TVA	Prior Entry License	222349	11/09/12
USACE	Nationwide Permit (Raw Water Main)	12	7/5/2013
USACE	Nationwide Permit (Finished Water Main and Water Treatment Plant)	12	9/30/2014

Permits listed above are included subsequent to this section.

END OF SECTION

ADEM

**NPDES
(General Permit for
Filter Water Discharge)**

Permit No. ALG640067

LANCE R. LEFLEUR
DIRECTOR



ROBERT J. BENTLEY
GOVERNOR

Alabama Department of Environmental Management
adem.alabama.gov

1400 Coliseum Blvd. 36110-2400 ■ Post Office Box 301463
Montgomery, Alabama 36130-1463
(334) 271-7700 ■ FAX (334) 271-7950

JUN 09 2014

TONY OWENS
VICE PRESIDENT OF OPERATIONS
HUNTSVILLE UTILITIES
112 SPRAGGINS STREET NW
HUNTSVILLE AL 35801

RE: Southeast Water Treatment Plant
Walker Road
Grant, AL 35747
Marshall County (095)

Dear Mr. Owens:

Based on your request (as evidenced by the submittal of a Notice of Intent) coverage under **General NPDES Permit Number ALG640067** is granted. The effective date of coverage is July 1, 2014.

Coverage under this permit does not authorize the discharge of any pollutant or wastewater that is not specifically identified in the permit and by the Notice of Intent which resulted in the granting of coverage. Those discharges identified in the NOI are:

Discharges
DSN001-1

Receiving Waters
Little Paint Rock Creek

You are responsible for compliance with all provisions of the permit including but not limited to, the performance of any monitoring, the submittal of any reports, and the preparation and implementation of any plans required by the permit.

Within 180 days of coverage under this permit, permittees must apply for participation in the E-DMR system in accordance with Permit Condition I. C. 1. c. To participate in this program, the Permittee Participation Package may be downloaded online at <https://e2.adem.alabama.gov/npdes>.

If you discharge to an impaired waterway, additional Best Management Practices (BMPs) will be required. The Alabama Department of Environmental Management encourages you to exercise pollution prevention practices and alternatives at your facility. Pollution prevention will assist you in complying with effluent limitations and permit regulations.

A copy of the General NPDES Permit under which coverage of your discharges has been granted is enclosed. If you have any questions concerning this permit, please contact Vernetta Holdren by email at vholdren@adem.state.al.us or by phone at (334) 394-4365.

Sincerely,

Glenda L. Dean

Glenda L. Dean
Chief
Water Division

GLD/vjh File: NOI/Facility ID# 52214.1

Enclosure: Permit
DMR(s)

Birmingham Branch
110 Vulcan Road
Birmingham, AL 35209-4702
(205) 942-6168
(205) 941-1603 (FAX)

Decatur Branch
2715 Sandlin Road, S.W.
Decatur, AL 35603-1333
(256) 353-1713
(256) 340-9359 (FAX)



Mobile Branch
2204 Perimeter Road
Mobile, AL 36615-1131
(251) 450-3400
(251) 479-2593 (FAX)

Mobile-Coastal
3664 Dauphin Street, Suite B
Mobile, AL 36608
(251) 304-1176
(251) 304-1189 (FAX)

ADEM

ALABAMA
DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM GENERAL PERMIT

DISCHARGE AUTHORIZED: DISCHARGES OF FILTER BACKWASH, SEDIMENTATION BASIN WASH
WATER, AND DECANT WATER FROM WATER TREATMENT PLANTS

AREA OF COVERAGE: THE STATE OF ALABAMA

PERMIT NUMBER: ALG640067

RECEIVING WATERS: ALL WATERS OF THE STATE NOT DESIGNATED OUTSTANDING
NATIONAL RESOURCE WATER, OUTSTANDING ALABAMA WATER, OR
TREASURED ALABAMA LAKE

In accordance with and subject to the provisions of Federal Water Pollution Control Act, as amended, 33 U.S.C. §§1251-1378 (the "FWPCA"), the Alabama Water Pollution Control Act, as amended, Code of Alabama 1975, §§22-22-1 to 22-22-14 (the "AWPCA"), the Alabama Environmental Management Act, as amended, Code of Alabama 1975, §§22-22A-1 to 22-22A-15, and rules and regulations adopted thereunder, and subject further to the terms and conditions set forth in this permit, the dischargers covered by this permit are hereby authorized to discharge into the above receiving waters.

ISSUANCE DATE: June 4, 2013

EFFECTIVE DATE: July 1, 2013

EXPIRATION DATE: June 30, 2018

Glenda L. Dean

Alabama Department of Environmental Management

WATER TREATMENT PLANT GENERAL PERMIT

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WATER TREATMENT PLANT GENERAL PERMIT

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FILTER BACKWASH GENERAL PERMIT LIMITS
GENERAL NPDES PERMIT ALG640000
PART I

A. DISCHARGE LIMITATIONS AND MONITORING REQUIREMENTS

During the period beginning on the effective date of this permit and lasting through the expiration date of this permit, the permittee is authorized to discharge from the following point source(s) outfall(s), described more fully in the permittee's application:

DSN001: Effluent limitations and monitoring requirements for filter backwash water, sedimentation basin washdown, and decant water from water treatment plants.

Such discharge shall be limited and monitored by the permittee as specified below:

<u>EFFLUENT CHARACTERISTIC</u>	<u>UNITS</u>	<u>DISCHARGE LIMITATIONS</u>			<u>MONITORING REQUIREMENTS</u>	
		Daily Minimum	Daily Maximum	Monthly Average	Measurement Frequency	Sample Type
Flow	MGD	-	Monitor	Monitor	1/Day	Instantaneous
pH	s.u.	6.0	8.5	-	1/Month	Grab
Total Suspended Solids	mg/l	-	45.0	30.0	1/Month	Composite
Total Residual Chlorine <u>2/ 3/</u>	mg/l	-	0.019	0.011	1/Month	Grab
Aluminum, Total Recoverable <u>4/ 5/</u>	mg/l	-	Monitor	Monitor	1/Month	Composite
Iron, Total Recoverable <u>4/ 6/</u>	mg/l	-	1.0	-	1/Month	Composite
Phosphorus, Total as P <u>7/</u>	mg/l	-	Monitor	-	1/Month	Composite

THE DISCHARGE SHALL HAVE NO SHEEN, AND THERE SHALL BE NO DISCHARGE OF VISIBLE OIL,
FLOATING SOLIDS OR VISIBLE FOAM IN OTHER THAN TRACE AMOUNTS.

- 1/ Samples collected to comply with the monitoring requirements specified above shall be collected at the following location: At the nearest accessible location just prior to discharge and after final treatment.
- 2/ If the discharge is greater than 2,500 feet from a water of the state, monitoring of chlorine may not be required if the conditions of the "Chlorine Monitoring Options" of the "Notice of Intent" are met. However, the facility must code the total residual chlorine parameter on the electronic Discharge Monitoring Report (E-DMR) as *9 or as "NODI=9" on the hard copy DMR (monitoring is conditional not required this period).
- 3/ Monitoring is not required if the source water is free of chlorine and no chlorine is added to the water. However, the facility must code the total residual chlorine parameter on the electronic Discharge Monitoring Report (E-DMR) as *9 or as "NODI=9" on the hard copy DMR (monitoring is conditional not required this period).
- 4/ For the purpose of demonstration of compliance with this parameter, "Total" and "Total Recoverable" shall be considered equivalent.
- 5/ This limit applies only to wastewater discharges from plants that use an aluminum-based coagulant.
- 6/ This limit applies only to wastewater discharges from plants that use filtration from iron removal or iron-based coagulants.
- 7/ This limit applies only to wastewater discharges from plants that use phosphate-based corrosion inhibitors.

B. DISCHARGE MONITORING AND RECORD KEEPING REQUIREMENTS

1. Representative Sampling

Samples and measurements taken as required herein shall be representative of the volume and nature of the monitored discharge and shall be in accordance with the provisions of this permit.

2. Sampling and Analyses

- a. Wastewater samples taken pursuant to Part I., A., shall be taken at the outlet of the wastewater settling basin following either filter backwash or flocculator/sedimentation basin draining and/or cleaning.
- b. Wastewater composite samples shall consist of a mixture of four (4) equal volume grab samples taken at equal time intervals during discharge from the wastewater settling basin which is caused by filter backwash or flocculator/sedimentation basin drain, with maximum length of time between first and last samples not to exceed six (6) hours.
- c. Sufficient volume of wastewater samples shall be collected for all required sample preservation and analyses.
- d. Total Residual Chlorine requirements.
 - (1) Wastewater samples for TRC analyses shall be a grab sample collected during the last time interval of four (4) time intervals as required in Part IV., A., 2., b.
 - (2) TRC shall be determined within 15 minutes after collection of the sample.
- e. Grab samples for pH shall be collected as shown in Part IV., A., 2., d., (1).
- f. Flow shall be reported as the amount backwashed, drained, or used for cleaning, as taken from daily plant records.

3. Exceptions

For water treatment plants which have not yet installed wastewater settling basins or other methods of treatment, sampling procedures should be as follows until such time as wastewater settling basins or other treatment are installed.

- a. Water treatment filter backwash samples shall be collected once per month from the filter backwash trough or pressure filter backwash drain.
 - (1) Wastewater composite samples shall consist of a mixture of equal volume grab samples collected once per minute for ten (10) minutes after the backwash pumps have been started, or, if backwash duration is less than ten (10) minutes, once per minute until the end of the backwash period.
 - (2) Grab samples for TRC analysis shall be collected during the tenth (10th) minute of the filter backwash, or, if backwash duration is less than ten (10) minutes, during the last minute of backwash, and determined within 15 minutes after collection.
- b. Water treatment flocculator, sedimentation basin, and other tank drains shall be sampled once per discharge event, during cleanout/washout operations after initial draining of flocculator, basins, or other tanks.

4. Test Procedures

For the purpose of reporting and compliance, permittees shall use the Minimum Level (ML) as established by EPA. All analytical values at or above the ML shall be reported as the measured value. Values below the ML shall be reported as "0". Test procedures for the analysis of pollutants shall conform to 40 CFR Part 136 and guidelines published pursuant to Section 304(h) of the FWPCA, 33 U.S.C. Section 1314(h). If more than one method for analysis of a substance is approved for use, a method having a minimum level lower than the permit limit shall be used. If the minimum level of all methods is higher than the permit limits, the method having the lowest minimum level shall be used and a report of less than the minimum level shall be reported as zero and will constitute compliance, however should

EPA approve a method with a lower minimum level during the term of this permit the permittee shall use the newly approved method.

For pollutant parameters without an established ML, an interim ML may be utilized. The interim ML shall be calculated as 3.18 times the Method Detection Level (MDL) calculated pursuant to 40 CFR Part 136, Appendix B.

Permittees may develop an effluent matrix-specific ML, where an effluent matrix prevents attainment of the established ML. However, a matrix specific ML shall be based upon proper laboratory method and technique. Matrix-specific MLs must be approved by the Department, and may be developed by the permittee during permit issuance, reissuance, modification, or during compliance schedule.

When an EPA approved test procedure for analysis of a pollutant does not exist, the Director shall approve the procedure to be used.

5. Chlorine Test Methods

- a. Testing for TRC shall be conducted according to either the amperometric titration method or the DPD colorimetric method as specified in Section 408(C) or (E), Standard Methods for the Examination of Water and Wastewater, 16th Edition. If chlorine is not detected using one of these methods, the permittee shall report on the DMR form the analytical results for TRC as being measured at less than the detection level for the test method selected. The permittee shall then be considered to be in compliance with the daily maximum concentration limit for TRC.
- b. The permittee shall report to the Director within 30 days of the effective date of this permit the following information:
 - (1) Methods utilized by the permittee to achieve compliance with the daily maximum concentration limit for TRC.
 - (2) The laboratory method utilized by the permittee to test TRC.

6. Recording of Results

For each measurement or sample taken pursuant to the requirements of this permit, the permittee shall record the following information:

- a. The facility name and location, point source number, date, time and exact place of sampling;
- b. The name(s) of person(s) who obtained the samples or measurements;
- c. The dates and times the analyses were performed;
- d. The name(s) of the person(s) who performed the analyses;
- e. The analytical techniques or methods used, including source of method and method number; and
- f. The results of all required analyses.

7. Records Retention and Production

- a. 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 above reports or the application for this permit, for a period of at least three years from the date of the sample measurement, report or application. This period may be extended by request of the Director at any time. If litigation or other enforcement action, under the AWPCA and/or the FWPCA, is ongoing which involves any of the above records, the records shall be kept until the litigation is resolved. Upon the written request of the Director or his designee, the permittee shall provide the Director with a copy of any record required to be retained by this paragraph. Copies of these records shall not be submitted unless requested.

- b. All records required to be kept for a period of three years shall be kept at the permitted facility or an alternate location approved by the Department in writing and shall be available for inspection. A complete copy of the permit, the Best Management Practices (BMP) Plan, most recent BMP inspection records, and, if applicable, a Spill Prevention Control, and Countermeasure (SPCC) Plan shall be maintained at the facility. The past three years of DMRs, laboratory records, and historical BMP inspection and training records may be kept at an alternate Alabama location if approved by the Department

8. Monitoring Equipment and Instrumentation

All equipment and instrumentation used to determine compliance with the requirements of this permit shall be installed, maintained, and calibrated in accordance with the manufacturer's instructions or, in the absence of manufacturer's instructions, in accordance with accepted practices. At a minimum, flow measurement devices shall be calibrated at least once every 12 months.

C. DISCHARGE REPORTING REQUIREMENTS

1. Reporting of Monitoring Requirements

- a. Monitoring results obtained during the previous **SEMIANNUAL** reporting period shall be summarized on a Discharge Monitoring Report (DMR) Form approved by the Department and shall be received by the Director no later than the 28th day of the month following the first complete monitoring period. This permit requires daily and monthly self monitoring. The permittee shall conduct the required monitoring in accordance with the following schedule:

MONITORING REQUIRED MONTHLY AND MORE FREQUENTLY THAN MONTHLY shall be conducted during the first full month following the effective date of initial coverage under this permit and every month thereafter.

QUARTERLY MONITORING shall be conducted at least once during each calendar quarter. Calendar quarters are the periods of January through March, April through June, July through September, and October through December. The permittee shall conduct the quarterly monitoring during the first full quarter following the effective date of initial coverage and each quarter thereafter.

SEMI-ANNUAL MONITORING shall be conducted at least once during the period of January through June and at least once during the period of July through December. The permittee shall conduct the semi-annual monitoring during the first complete six-month period following the effective date of initial coverage and each six-month period thereafter.

- b. The permittee shall submit discharge monitoring reports (DMRs) on the forms provided by the Department and in accordance with the following schedule:

REPORTS OF MORE FREQUENTLY THAN MONTHLY, MONTHLY, QUARTERLY, AND SEMI-ANNUAL MONITORING shall be submitted on a semiannual basis. The semiannual reports shall be submitted so that they are received by the Department no later than the 28th day of July and the 28th day of January and each submittal shall report results of all testing performed during the six month period preceding the reporting month. For example, the semiannual report due on January 28 should report the results of testing conducted during the months of July through December.

REPORTS OF ANNUAL TESTING shall be submitted on an annual basis. The annual reports shall be submitted so that they are received by the Department no later than the 28th day of January and each submittal shall report results of all annual testing performed during the twelve month period preceding the reporting month. For example, the annual report due on January 28 should report the results of testing conducted during the previous months of January through December.

- c. The Department is utilizing a web-based electronic environmental (E2) reporting system for submittal of DMRs. The E2 DMR system allows ADEM to electronically validate, acknowledge receipt, and upload data to the state's central wastewater database. This improves the accuracy of reported compliance data and reduces costs to both the regulated community and ADEM. If the permittee is not already participating in the E-DMR system, **within 180 days of coverage under this permit, permittees must apply for participation in the E-DMR system unless the facility submits in writing valid justification as to why they cannot participate and the Department approves in writing utilization of hard copy DMR submittals.** To participate in this program, the Permittee Participation Package may be downloaded online at <https://e2.adem.alabama.gov/npdes>. If the electronic environmental (E2) reporting system is down (i.e. electronic submittal of DMR data is unable to be completed due to technical problems originating with the Department's system; this could include entry/submittal issues with an entire set of DMRs or individual parameters), permittees are not relieved of their obligation to submit DMR data to the Department by the required submittal date. However, if the E2 system is down on the 28th day of the month or is down for an extended period of time as determined by the Department when a DMR is required to be submitted, the facility may submit the data in an alternative manner and format acceptable to the Department. Preapproved alternate acceptable methods include faxing, e-mailing, mailing, or hand-delivery of data such that they are received by the required reporting date. Within five calendar days of the E2 system resuming operation, the permittee shall enter the data into the E2 reporting system, unless an alternate timeframe is approved by the Department. An attachment should be included with the E2 DMR submittal verifying the original submittal date (date of the fax, copy of dated e-mail, or hand-delivery stamped date). If a permittee is allowed to submit via the US Postal Service, the DMR must be legible and bear an original signature. Photo and electronic copies of the signature are not acceptable and shall not satisfy the reporting requirements of this permit. If the permittee, using approved analytical methods as specified in Provision I. B. 2. monitors any discharge from a point source for a limited substance identified in Provision I. A. of this permit more frequently than required by this permit, the results of such monitoring shall be included in the calculation and reporting of values on the DMR Form and the increased frequency shall be indicated on the DMR Form. In the event no discharge from a point source identified in Provision I. A of this permit and described more fully in the permittee's application occurs during a monitoring period, the permittee shall report "No Discharge" for such period on the appropriate DMR Form.
- d. All reports and forms required to be submitted by this permit, the AWPCA and the Department's Rules and regulations, shall be signed by a "responsible official" of the permittee as defined in ADEM Administrative Code Rule 335-6-6-.09 or a "duly authorized representative" of such official as defined in ADEM Administrative Code Rule 335-6-6-.09 and shall bear 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 information, the information submitted 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."***
- e. All reports and forms required to be submitted by this permit, the AWPCA and the Department's Rules, shall be addressed to:
- Alabama Department of Environmental Management
Post Office Box 301463
Montgomery, Alabama 36130-1463
Attention: Environmental Data Section / Information Systems Branch
- f. All submittals required by this permit shall bear identification of the permittee by permitted name and permit number.

2. Noncompliance Notification

- a. If for any reason, the permittee's discharge (1) does not comply with any daily minimum or maximum discharge limitation for an effluent characteristic specified in Provision I. A. of this permit which is denoted by an "(X)", (2) threatens human health or welfare, fish or aquatic life, or water quality standards, (3) does not comply with an applicable toxic pollutant effluent standard or

prohibition established under Section 307(a) of the FWPCA, 33 U.S.C. Section 1317(a), (4) contains a quantity of a hazardous substance which has been determined may be harmful to public health or welfare under Section 311(b)(4) of the FWPCA, 33 U.S.C. Section 1321(b)(4), (5) exceeds any discharge limitation for an effluent characteristic as a result of an unanticipated bypass, upset, (6) is an unpermitted direct or indirect discharge of a pollutant to a water of the state (unpermitted discharges properly reported to the Department under any other requirement are not required to be reported under this provision), the permittee shall orally report the occurrence and circumstances of such discharge to the Director within 24-hours after the permittee becomes aware of the occurrence of such discharge. In addition to the oral report, the permittee shall submit to the Director a written report as provided in Provision I. C. 2. c. no later than five (5) days after becoming aware of the occurrence of such discharge.

- b. If for any reason, the permittee's discharge does not comply with any limitation of this permit, the permittee shall submit to the Director a written report as provided in Provision I. C. 2. c. below, such report shall be submitted with the next Discharge Monitoring Report required to be submitted by Provision I. C. 1. of this permit after becoming aware of the occurrence of such noncompliance.
- c. Any electronic report (or if acceptable to the Department a written report) required to be submitted to the Director by Provision I. C. 2 a. or b. shall be submitted using a copy of the Department's Noncompliance Notification Form provided with this permit and shall include the following information:
 - (1) A description of the discharge and cause of noncompliance;
 - (2) The period of noncompliance, including exact dates and times or, if not corrected, the anticipated time the noncompliance is expected to continue; and
 - (3) A description of the steps taken and/or being taken to reduce or eliminate the noncomplying discharge and to prevent its recurrence.

D. OTHER REPORTING AND NOTIFICATION REQUIREMENTS

1. Anticipated Noncompliance

The permittee shall give the Director written advance notice of any planned changes or other circumstances regarding a facility, which may result in noncompliance with permit requirements.

2. Termination of Discharge

The permittee shall notify the Director, in writing, when any point source discharges authorized by this permit have permanently ceased. This notification shall serve as sufficient cause for instituting procedures for termination of the permittees authority to discharge under this General Permit.

3. Updating Information

- a. The permittee shall inform the Director of any change in the permittee's mailing address or telephone number or in the permittee's designation of a facility contact or office having the authority and responsibility to prevent and abate violations of the AWPCA, the Department's Rules and the terms and conditions of this permit, in writing, no later than ten (10) days after such change. Upon request of the Director or his designee, the permittee shall furnish the Director with an update of any information provided in the Notice of Intent.
- b. If the permittee becomes aware that it failed to submit any relevant facts in the Notice of Intent, or submitted incorrect information in the Notice of Intent; or in any report to the Director, it shall promptly submit such facts or information with a written explanation for the mistake and/or omission.

4. Duty to Provide Information

- a. Any permittee shall furnish to the Director, within a reasonable time, any information which the Director or his designee may request to determine whether cause exists for suspending or

revoking the permittee's authorization to discharge under this General Permit, in whole or in part, or to determine compliance with this permit or to determine if the permittee should be required to apply for an individual permit.

- b. Any or all permittees shall furnish to the Director, within a reasonable time, any information which the Director or his designee may request to determine whether cause exists for modifying or terminating this permit.

5. New or Increased Discharges

If there is an increase in pollution potential of the discharges from the permittee's facility the permittee must notify the Director in writing. The Director may at his discretion determine under Part II.F. of this permit what action if any will be taken.

6. Cooling Water and Boiler Water Additives

- a. The permittee shall notify the Director in writing not later than sixty (60) days prior to instituting the use of any biocide corrosion inhibitor or chemical additive in a cooling or boiler system, not identified in the application for this permit, from which discharge is allowed by this permit. Such notification shall include:

- (1) name and general composition of biocide or chemical,
- (2) 48-hour median tolerance limit data for organisms representative of the biota of the waterway into which the discharge will ultimately reach. For freshwater, the fathead minnow (*pimephales promelas*) and cladoceran (*Ceriodaphnia dubia*) are the required test organisms. For salt water, the organisms shall be mysid shrimp, and sheepshead minnow or inland silverside.
- (3) quantities to be used,
- (4) frequencies of use,
- (5) proposed discharge concentrations, and
- (6) EPA registration of number, if applicable.

- b. The use of a biocide or additive containing tributyl tin, tributyl tin oxide, zinc, chromium or related compounds in a cooling or boiler system(s), from which a discharge regulated by this permit occurs, is prohibited. The use of any additive not identified in this permit or in the application for this permit prior to a determination by the Department that permit modification controlling discharge of the additive is prohibited.

E. SCHEDULE OF COMPLIANCE

- 1. The permittee shall achieve compliance with the discharge limitations specified in Provision I. A. in accordance with the following schedule:

**COMPLIANCE SHALL BE ACHIEVED
ON THE EFFECTIVE DATE OF COVERAGE UNDER THIS PERMIT**

- 2. If required, no later than 14 calendar days following a date identified in the above schedule of compliance, the permittee shall submit either a report of progress or, in the case of specific actions being required by identified dates, a written notice of compliance or noncompliance. In the latter case, the notice shall include the cause of noncompliance, any remedial actions taken, and the probability of meeting the next scheduled requirement.

PART II

A. REQUIREMENTS FOR COVERAGE UNDER THIS GENERAL PERMIT

1. Notice of Intent

Any person wishing to be permitted to discharge under this General Permit shall submit a Notice of Intent to be covered by this General Permit at least 30 days prior to the date of desired coverage. No discharge authorized under this General Permit may commence until the discharger receives the Director's acknowledgement of the Notice of Intent and approval of the coverage of the discharge by this General Permit. The Director's acknowledgement shall include a copy of this General Permit and the appropriate discharge monitoring report forms. **The permittee must complete and submit all Departmental forms available electronically, including the E-NOI, unless the permittee submits in writing valid justification as to why the electronic submittal process cannot be utilized and the Department approves in writing utilization of hard copy submittals.** Departmental forms are available on ADEM's webpage at <http://www.adem.state.al.us/DeptForms/>.

Any person discharging to a municipal storm sewer, sanitary sewer or combination sewer must notify the municipality by letter of the discharge.

2. Content of Notice of Intent

- a. A description of the process generating the discharge for which coverage is desired. This description shall be in sufficient detail to allow the Director to determine that the discharge is included in the category permitted by this General Permit;
- b. The latitude and longitude of the discharge points for each discharge and the name of the waterbody receiving each discharge for which coverage under this General Permit is desired; and
- c. A contact person, address and phone number for the facility or activity to be covered under this General Permit;
 - (1) A Notice of Intent shall be signed by a person meeting the requirements for signatories to permit application under ADEM Administrative Code Rule 335-6-6-.09 and the person signing the Notice of Intent shall make the certification required for submission of documents under ADEM Administrative Code Rule 335-6-6.09.
 - (2) Signatories to reports, discharge monitoring reports and any other submissions required by this General Permit shall be signed in accordance with the requirements of ADEM Administrative Code Rule 335-6-6.09.

B. OPERATIONAL AND MANAGEMENT REQUIREMENTS

1. Facilities 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 the permit. Proper operation and maintenance includes effective performance, adequate funding, adequate operator staffing and training, and adequate laboratory and process controls, including appropriate quality assurance procedures. This provision requires the operation of backup or auxiliary facilities only when necessary to achieve compliance with the conditions of the permit.

2. Best Management Practices

- a. Dilution water shall not be added to achieve compliance with discharge limitations except when the Director or his designee has granted prior written authorization for dilution to meet water quality requirements.

- b. The permittee shall prepare, implement, and maintain a Spill Prevention, Control and Countermeasures (SPCC) Plan in accordance with 40 CFR Part 112 if required thereby.
 - c. The permittee shall prepare and implement a Best Management Practices (BMP) Plan according to Part IV of this permit.
3. Spill Prevention, Control, and Management

The permittee shall provide spill prevention, control, and/or management sufficient to prevent any spills of pollutants from entering a water of the state or a publicly or privately owned treatment works. Any containment system used to implement this requirement shall be constructed of materials compatible with the substance(s) contained and which shall prevent the contamination of groundwater and such containment system shall be capable of retaining a volume equal to 110 percent of the capacity of the largest tank for which containment is provided.

C. OTHER RESPONSIBILITIES

1. Duty to Mitigate Adverse Impacts

The permittee shall promptly take all reasonable steps to mitigate and minimize or prevent any adverse impact on human health or the environment resulting from noncompliance with any discharge limitation of this permit, including such accelerated or additional monitoring of the discharge and/or the receiving waterbody as necessary to determine the nature and impact of the noncomplying discharge.

2. Right of Entry and Inspection

The permittee shall allow the Director, or an authorized representative, upon the presentation of proper identification 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 the permit;
- c. Inspect at reasonable times any facilities, equipment (including monitoring and control equipment), practices, or operations regulated or required under the permit; and
- d. Sample or monitor at reasonable times, for the purposes of assuring permit compliance or as otherwise authorized by the AWPCA, any substances or parameters at any location.

D. BYPASS AND UPSET

1. Bypass

- a. Any bypass is prohibited except as provided in b. and c. below:
- b. A bypass is not prohibited if:
 - (1) It does not cause any discharge limitation specified in Provision I. A. of this permit to be exceeded;
 - (2) It is necessary for essential maintenance of a treatment or control facility or system to assure efficient operation of such facility or system; or
 - (3) It is part of the storm water control system when the intention of the design, as approved by the Director, is to contain the first flush only.
- c. A bypass is not prohibited and need not meet the discharge limitations specified in Provision I. A. of this permit if:

- (1) It is unavoidable to prevent loss of life, personal injury, or severe property damage;
 - (2) There are 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 judgement to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance); and
 - (3) The permittee submits a written request for authorization to bypass to the Director at least ten (10) days prior to the anticipated bypass (if possible), the permittee is granted such authorization, and the permittee complies with any conditions imposed by the Director to minimize any adverse impact on human health or the environment resulting from the bypass.
- d. The permittee has the burden of establishing that each of the conditions of Provision II. D. 1. b. or c. have been met to qualify for an exception to the general prohibition against bypassing contained in a. and an exemption, where applicable, from the discharge limitations specified in Provision I. A. of this permit.
2. Upset
- a. A discharge which results from an upset need not meet the discharge limitations specified in Provision I. A. of this permit if:
- (1) No later than 24-hours after becoming aware of the occurrence of the upset, the permittee orally reports the occurrence and circumstances of the upset to the Director or his designee; and
 - (2) No later than five (5) days after becoming aware of the occurrence of the upset, the permittee furnishes the Director with evidence, including properly signed, contemporaneous operating logs, or other relevant evidence, demonstrating that (i) an upset occurred; (ii) the permittee can identify the specific cause(s) of the upset; (iii) the permittee's facility was being properly operated at the time of the upset; and (iv) the permittee promptly took all reasonable steps to minimize any adverse impact on human health or the environment resulting from the upset.
- b. The permittee has the burden of establishing that each of the conditions of Provision II D. 2. a. of this permit have been met to qualify for an exemption from the discharge limitations specified in Provision I. A. of this permit.

E. DUTY TO COMPLY WITH PERMIT, RULES, AND STATUTES

1. Duty to Comply
 - a. The permittee must comply with all conditions of this permit. Any permit noncompliance constitutes a violation of the AWPCA and the FWPCA and is grounds for: enforcement action, termination, or suspension of authorization under this permit; denial of a permit renewal application; a requirement that permittee submit an application for an individual NPDES permit.
 - b. The necessity to halt or reduce production or other activities in order to maintain compliance with the conditions of the permit shall not be a defense for a permittee in an enforcement action.
 - c. The discharge of a pollutant from a source not specifically identified in the Notice of Intent to be covered under this General Permit and not specifically included in the description of an outfall in this permit is not authorized and shall constitute noncompliance with this permit.
 - d. The permittee shall take all reasonable steps, including cessation of production or other activities, to minimize or prevent any violation of this permit or to minimize or prevent any adverse impact of any permit violation.

2. Removed Substances

Solids, sludges, filter backwash, or any other pollutant or other waste removed in the course of treatment or control of storm water and/or process water shall be disposed of in a manner that complies with all applicable Department Rules.

3. Loss or Failure of Treatment Facilities

Upon the loss or failure of any treatment facility, including but not limited to the loss or failure of the primary source of power of the treatment facility, the permittee shall, where necessary to maintain compliance with the discharge limitations specified in Provision I. A. of this permit, or any other terms or conditions of this permit, cease, reduce, or otherwise control production and/or all discharges until treatment is restored.

4. Compliance With Statutes and Rules

- a. This permit has been issued under ADEM Administrative Code, Chapter 335-6-6. All provisions of this chapter, that are applicable to this permit, are hereby made a part of this permit. A copy of this chapter may be obtained for a small charge from the Office of General Counsel, Alabama Department of Environmental Management, 1400 Coliseum Boulevard, Montgomery, AL 36110.
- b. This permit does not authorize the noncompliance with or violation of any Laws of the State of Alabama or the United States of America or any regulations or rules implementing such laws. FWPCA, 33 U.S.C. Section 1319, and Code of Alabama 1975, Section 22-22-14.

F. PERMIT TRANSFER, MODIFICATION, SUSPENSION, REVOCATION, REISSUANCE, AND TERMINATION

1. Duty to Reapply or Notify of Intent to Cease Discharge

- a. The permittee authorized to discharge under this General Permit, who wishes to continue to discharge upon the expiration of this permit, shall submit a Renewal Notice of Intent to be covered by the reissued General Permit. Such Notice of Intent shall be submitted at least 90 days prior to the expiration date of this General Permit.
- b. Failure of the permittee to submit a Notice of Intent for reauthorization under this permit at least 90 days prior to the permit's expiration will void the automatic continuation of the authorization to discharge under this permit as provided by ADEM Administrative Code Rule 335-6-6-.06. Should the permit not be reissued for any reason prior to its expiration date, permittees who failed to meet the 90-day submittal deadline will be illegally discharging without a permit after the expiration date of the permit.

2. Change in Discharge

- a. The permittee shall give notice to the Director at least 180 days in advance of any facility expansion, production increase, process change, or other action that could result in:
 - (1) The discharge of additional pollutants;
 - (2) The increase in the quantity of any discharge such that existing permit limitations would be exceeded;
 - (3) Or that could result in an additional discharge point.

This requirement applies to pollutants that are or that are not subject to discharge limitations in this permit. No new or increased discharge may begin until the Director has reviewed the information and taken appropriate action to authorize the discharge under this General Permit, or until such time as an appropriate action has been taken to authorize the discharge under an individual permit.

- b. The permittee shall notify the Director as soon as it is known or there is reason to believe:

- (1) That any activity has occurred or will occur which would result in the discharge on a routine or frequent basis, of any toxic pollutant which is not limited in this permit, if that discharge will exceed the highest of the following notification levels:
 - (a) One hundred micrograms per liter;
 - (b) Two hundred micrograms per liter for acrolein and acrylonitrile; five hundred micrograms per liter for 2,4-dinitrophenol and for 2-methyl-4,6-dinitrophenol; and one milligram per liter for antimony;
 - (c) Five times the maximum concentration value reported for that pollutant in the permit application; or
- (2) That any activity has occurred or will occur which would result in any discharge, on a non-routine or infrequent basis, of a toxic pollutant which is not limited in the permit, if that discharge will exceed the highest of the following notification levels:
 - (a) Five hundred micrograms per liter;
 - (b) One milligram per liter for antimony;
 - (c) Ten times the maximum concentration value reported for that pollutant in the permit application.

3. Transfer of Permit

This permit may not be transferred or the name of the permittee changed without notice to the Director and subsequent modification or revocation and reissuance of the permit to identify the new permittee and to incorporate any other changes as may be required under the FWPCA or AWPCA. In the case of a change in name, ownership or control of the permittee's premises only, a request for permit modification in a format acceptable to the Director is required at least 30 days prior to the change. In the case of a change in name, ownership or control of the permittee's premises accompanied by a change or proposed change in effluent characteristics, a complete permit application is required to be submitted to the Director at least 180 days prior to the change. Whenever the Director is notified of a change in name, ownership or control, he may decide not to modify the existing permit and require the submission of a new permit application.

4. Modification, Revocation and Reissuance, and Termination of Permits

- a. During the term of this General Permit the Director may, for cause, and subject to the public notice procedure of ADEM Administrative Code, Rule 335-6-6-.21, modify or revoke and reissue this General Permit, or terminate it and require all those authorized under it to apply for individual NPDES permits. The causes for this action include but are not limited to the causes listed below:
 - (1) There are material and substantial alterations or additions to the facility or activity generating the discharges which occurred after permit issuance which justify the application of permit conditions that are different or absent in the existing permit;
 - (2) When the Director receives any information that was not available at the time of permit issuance and that would have justified the application of different permit conditions at the time of issuance;
 - (3) When the standards or regulations on which the permit was based have been changed by promulgation of amended standards or regulations or by judicial decision after the permit was issued;
 - (4) Upon the failure of the state to notify, as required by Section 402(b)(3) of the FWPCA, another state whose waters may be affected by a discharge;

- (5) When the level of discharge of any pollutant which is not limited in the permit exceeds the level which can be achieved by the technology based treatment requirements appropriate to discharge under 40 CFR 125.3(c);
 - (6) To correct technical mistakes, such as errors in calculation, clerical errors or mistaken interpretations of law made in determining permit conditions;
 - (7) If the permit limitations are found not to be protective of water quality standards;
 - (8) To incorporate an applicable 307(a) FWPCA toxic effluent standard or prohibition;
 - (9) When required by the reopener conditions in this permit, and
 - (10) For any applicable cause set forth in ADEM Administrative Code Rule 335-6-6-.17.
- b. Subject to the public notice procedures of ADEM Administrative Code Rule 335-6-6-.21, the Director may terminate this General Permit during its term for any of the causes for modification listed in Part II.F.4.a.
- c. The Director may terminate authorization to discharge under this General Permit for cause. Cause shall include but not be limited to:
- (1) Noncompliance with the permit;
 - (2) Noncompliance with Department Rules;
 - (3) A finding that this General Permit does not control the discharges sufficiently to protect water quality or comply with treatment based limits applicable to the discharge;
 - (4) The permittee's misrepresentation or failure to disclose fully all relevant facts in the permit application or during the permit issuance process or the permittee's misrepresentation of any relevant facts at any time;
 - (5) Materially false or inaccurate statements or information in the permit application or the permit;
 - (6) A change in any condition that requires either a temporary or permanent reduction or elimination of the permitted discharge;
 - (7) The permittee's discharge threatens human life or welfare;
 - (8) Permanent closure of the facility generating the wastewater permitted to be discharged by this permit or permanent cessation of wastewater discharge; and
 - (9) New or revised requirements of any applicable standard or limitation that is promulgated under Sections 301(b)(2)(C),(D),(E),and (F), and 307(a)(2) of the FWPCA that the Director determines cannot be complied with by the permittee.
- d. If the permittee believes that any past or planned activity would be cause for modification or revocation and reissuance of this General Permit under ADEM Administrative Code Rule 335-6-6-23 (7), or termination and issuance of an individual permit under ADEM Administrative Code Rule 335-6-6-23 (9) the permittee must report such information to the Permit Issuing Authority. The submittal of a new application may be required of the permittee. The filing of a request by the permittee for a permit modification, revocation and reissuance, or termination, or a notification of planned change, anticipated noncompliance or application for an individual permit, does not stay any permit condition.
5. Issuance by the Director of an Individual NPDES Permit to a Person Eligible for Coverage or Covered by This General Permit.

- a. The Director may require any person, otherwise eligible for coverage under this General Permit, to apply for an individual NPDES permit by notifying that person that an application is required. Notification shall consist of a written description of the reason(s) for the decision, appropriate permit application forms and directions, a statement informing the person that upon issuance of the individual permit coverage by this General permit shall automatically terminate. Reasons for this requirement may be:
- (1) Noncompliance with the General Permit;
 - (2) Noncompliance with Department Rules;
 - (3) A change has occurred in the availability of demonstrated technology or practices for the control or abatement of pollutants applicable to the wastewater being discharged;
 - (4) Effluent guidelines are promulgated for a point source(s) covered by the General Permit;
 - (5) A water quality management plan applicable to the wastewater being discharged under this General Permit;
 - (6) Circumstances have changed since the time of the request to be covered so that the discharger is no longer appropriately controlled under this General Permit or either a temporary reduction or permanent reduction or elimination of the authorized discharge is necessary;
 - (7) Standards for sewage sludge use or disposal have been promulgated for the sludge use or disposal practice covered by this General Permit;
 - (8) The discharge(s) is a significant contributor of pollutants. In making this decision the Director may consider:
 - (i) the location of the discharges with respect to waters of the state,
 - (ii) the size of the discharger, and
 - (iii) the quantity and nature of the pollutants discharged to waters of the state.
 - (9) A determination that the water of the state receiving the discharge is not meeting applicable water quality standards.

6. Request for an Individual NPDES Permit by a Person Covered Under This General Permit.

- a. Any person covered by this General Permit may apply for termination of coverage by applying for an individual NPDES permit.
- b. A permit application submitted voluntarily or at the direction of the Director for the purpose of termination of coverage by this General Permit shall be processed in accordance with the rules found in ADEM Administrative Code 335-6-6 applicable to individual permits.
- c. Any person may petition the Director for withdrawal of this General Permit authority from a discharger. The Director shall consider the information submitted by the petitioner and any other information he may be aware of and may obtain additional information from the discharger and through inspections by Department staff and shall decide if coverage should be withdrawn. The petitioner shall be informed of the Director's decision and shall be provided a summary of the information considered.

7. Request for Permit Action Does Not Stay Any Permit Requirement

The filing of a request by the permittee for any permit action such as termination, or application for individual permit or any other action, does not stay any permit term or condition.

G. COMPLIANCE WITH TOXIC POLLUTANT STANDARD OR PROHIBITION

If any applicable effluent standard or prohibition (including any schedule of compliance specified in such effluent standard or prohibition) is established under Section 307(a) of the FWPCA, 33 U.S.C. Section 1317(a), for a toxic pollutant discharged by the permittee and such standard or prohibition is more stringent than any discharge limitation on the pollutant specified in Provision I. A. of this permit, or controls a pollutant not limited in Provision I. A. of this permit, this permit shall be modified to conform to the toxic pollutant effluent standard or prohibition and the permittee shall be notified of such modification. If this permit has not been modified to conform to the toxic pollutant effluent standard or prohibition before the effective date of such standard or prohibition, the permittee shall attain compliance with the requirements of the standard or prohibition within the time period required by the standard or prohibition and shall continue to comply with the standard or prohibition until this permit is modified or reissued.

H. DISCHARGE OF WASTEWATER GENERATED BY OTHERS

The discharge of wastewater, generated by any process, facility, or by any other means not under the operational control of the permittee or not identified in the application for this permit or not identified specifically in the description of an outfall in this permit is not authorized by this permit.

PART III

A. CIVIL AND CRIMINAL LIABILITY

1. Tampering

Any person who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required to be maintained or performed under the permit shall, upon conviction, be subject to penalties as provided by the AWPCA.

2. False Statements

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 noncompliance shall, upon conviction, be subject to penalties as provided by the AWPCA.

3. Permit Enforcement

a. Any NPDES permit issued or reissued by the Department is a permit for the purpose of the AWPCA and the FWPCA and as such any terms, conditions, or limitations of the permit are enforceable under state and federal law and as described under Rule 335-6-6-.18.

b. Any person required to have a NPDES permit pursuant to ADEM Administrative Code Chapter 335-6-6 and who discharges pollutants without said permit, who violates the conditions of said permit, who discharges pollutants in a manner not authorized by the permit, or who violates applicable orders of the Department or any applicable rule or standard of the Department, is subject to any one or a combination of the following enforcement actions under applicable state statutes.

- (1) An administrative order requiring abatement, compliance, mitigation, cessation, clean-up, and/or penalties;
- (2) An action for damages;
- (3) An action for injunctive relief; or
- (4) An action for penalties.

4. Relief From Liability

Except as provided in Provision II. D. 1. (Bypass) and Provision II. D. 2. (Upset), nothing in this permit shall be construed to relieve the permittee of civil or criminal liability under the AWPCA or FWPCA for noncompliance with any term or condition of this permit.

B. OIL AND HAZARDOUS SUBSTANCE LIABILITY

Nothing in this permit shall be construed to preclude the institution of any legal action or relieve the permittee from any responsibilities, liabilities or penalties to which the permittee is or may be subject under Section 311 of the FWPCA, 33 U.S.C. Section 1321.

C. PROPERTY AND OTHER RIGHTS

This permit does not convey any property rights in either real or personal property, or any exclusive privileges, nor does it authorize any injury to persons or property or invasion of other private rights, or any infringement of federal, state, or local laws or regulations, nor does it authorize or approve the construction of any physical structures or facilities or the undertaking of any work in any waters of the state or of the United States.

D. AVAILABILITY OF REPORTS

Except for data determined to be confidential under Code of Alabama 1975, Section 22-22-9(c), all reports prepared in accordance with the terms of this permit shall be available for public inspection at the offices of the Department. Effluent data shall not be considered confidential.

E. COMPLIANCE WITH WATER QUALITY STANDARDS

1. The permittee may be required by the Director to apply for an individual permit, if the Director determines that discharge under this General Permit causes a violation of a water quality standard or stream use classification.
2. Compliance with permit terms and conditions notwithstanding, if the permittee's discharge(s) from point sources identified in Provision I. A. of this permit cause or contribute to a condition in contravention of state water quality standards, the Department may require the permittee to take abatement action or apply for an individual permit pursuant to the Department's Rules, or both.
3. If the Department determines, on the basis of a notice provided pursuant to this permit or any investigation, inspection or sampling, that a modification of this permit is necessary to assure maintenance of water quality standards or compliance with other provisions of the AWPCA or FWPCA, the Department may require such modification.

F. GROUNDWATER

Unless specifically authorized by a permit issued by the Department, the discharge of pollutants to groundwater is prohibited. Should a threat of groundwater contamination occur, the Director may require groundwater monitoring to properly assess the degree of the problem and the Director may require that the permittee undertake measures to abate any such discharge and/or contamination.

G. DEFINITIONS

1. Authorization – means granted the privilege of discharging under the terms of this General Permit.
2. Average monthly discharge limitation - means the highest allowable average of "daily discharges" over a calendar month, calculated as the sum of all "daily discharges" measured during a calendar month divided by the number of "daily discharges" measured during that month (zero discharge days shall not be included in the number of "daily discharges" measured and a less than detectable test result shall be treated as a concentration of zero if the most sensitive EPA approved method was used).
3. Average weekly discharge limitation - means the highest allowable average of "daily discharges" over a calendar week, calculated as the sum of all "daily discharges" measured during a calendar week divided

by the number of "daily discharges" measured during that week (zero discharge days shall not be included in the number of "daily discharges" measured and a less than detectable test result shall be treated as a concentration of zero if the most sensitive EPA approved method was used).

4. AWPCA - means the Alabama Water Pollution Control Act.
5. Bypass - means the intentional diversion of waste streams from any portion of a treatment facility.
6. Daily discharge - means the discharge of a pollutant measured during any consecutive 24 hour period in accordance with the sample type and analytical methodology specified by the discharge permit.
7. Daily maximum - means the highest value of any individual sample result obtained during a day.
8. Daily minimum - means the lowest value of any individual sample result obtained during a day.
9. Day - means any consecutive 24-hour period.
10. Department - means the Alabama Department of Environmental Management.
11. Director - means the Director of the Department.
12. Discharge - means "[t]he addition, introduction, leaking, spilling or emitting of any sewage, industrial waste, pollutant or other waste into waters of the state". Code of Alabama 1975, Section 22-22-1(b)(8).
13. Discharge monitoring report (DMR) - means the form approved by the Director to accomplish reporting requirements of an NPDES permit.
14. EPA - means the United States Environmental Protection Agency.
15. FWPCA - means the Federal Water Pollution Control Act.
16. Notice of Intent – means forms and additional information that are required by ADEM Administrative Code Rule 335-6-6-.23 and applicable permit fees.
17. Permit application - means forms and additional information that is required by ADEM Administrative Code Rule 335-6-6-.08 and applicable permit fees.
18. Point source - means "any discernible, confined and discrete conveyance, including but not limited to any pipe, channel, ditch, tunnel, conduit, well, discrete fissure, container, rolling stock, concentrated animal feeding operation, or vessel or other floating craft, . . . from which pollutants are or may be discharged." Section 502(14) of the FWPCA, 33 U.S.C. Section 1362(14).
19. Pollutant - includes for purposes of this permit, but is not limited to, those pollutants specified in Code of Alabama 1975, Section 22-22-1(b)(3) and those effluent characteristics specified in Provision I. A. of this permit.
20. Severe property damage - means 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.
21. Shock chlorination – means the periodic use of chlorine in cooling water systems as a biocide.
22. Upset - means an exceptional incident in which there is an unintentional and temporary noncompliance with technology-based permit discharge 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.
23. Waters - means "[a]ll waters of any river, stream, watercourse, pond, lake, coastal, ground or surface water, wholly or partially within the state, natural or artificial. This does not include waters which are

entirely confined and retained completely upon the property of a single individual, partnership or corporation unless such waters are used in interstate commerce." Code of Alabama 1975, Section 22-22-1(b)(2). Waters "include all navigable waters" as defined in Section 502(7) of the FWPCA, 22 U.S.C. Section 1362(7), which are within the State of Alabama.

24. Week - means the period beginning at twelve midnight Saturday and ending at twelve midnight the following Saturday.

H. SEVERABILITY

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

PART IV

A. BEST MANAGEMENT PRACTICES (BMP) PLAN

1. Plan Content. The permittee shall prepare and implement a Best Management Practices (BMP) plan which shall:
 - a. Provide control sufficient to prevent or control pollution of storm water by particles to the degree required to maintain compliance with this permit and water quality standards. Erosion control should also be addressed.
 - b. Prevent the spillage or loss of any fluids, oil, grease, gasoline, chemical additives, disinfectants, etc. and thereby prevent the contamination of storm water from these substances;
 - c. Prevent or minimize storm water contact with residual washdown water;
 - d. Prevent or minimize storm water contact with any other pollutants present at the permittees facility;
 - e. Designate by position or name the person or persons responsible for the day to day implementation of the BMP;
 - f. Provide for, at a minimum, two inspections a week, on workdays, of any structures that function to prevent storm water pollution or to remove pollutants from storm water and of the facility in general to ensure that the BMP is continually implemented and effective;
 - g. Include a diagram of the facility showing the direction of the storm water flow, the discharge point(s), and the locations of any structures or other mechanisms intended to prevent pollution of storm water or to remove pollutants from storm water. The site map should also identify the location, size, and contents of any tanks.
 - h. Bear the signature of the plant manager or corporate official.
2. Compliance Schedule: The permittee shall prepare and fully implement the BMP no later than the date coverage is granted.
3. Department Review
 - a. When requested by the Director or his designee, the permittee shall make the BMP available for Department review.
 - b. The Director or his designee may notify the permittee at any time that the BMP is deficient and require correction of the deficiency.

- c. The permittee shall correct any BMP deficiency identified by the Director or his designee within 30 days of receipt of notification and shall certify to the Department that the correction has been made and implemented.

4. Administrative Procedures

- a. A copy of the BMP shall be maintained at the facility and shall be available for inspection by representatives of the Department.
- b. A log of the inspections required by Part IV.A. of this permit shall be maintained at the facility and shall be available for inspection by representatives of the Department. The log shall contain records of all inspections performed and any corrective actions taken for the last three years and each entry shall be signed by the person performing the inspection.
- c. The permittee shall provide training for any personnel required to implement the BMP and shall retain documentation of such training at the facility. This documentation shall be available for inspection by representatives of the Department. Training shall be performed prior to the date that implementation of the BMP is required.

B. PROHIBITIONS

1. Wastewater from water treatment plants shall not be discharged directly to the receiving stream, but shall be discharged to a wastewater settling basin or other method of treatment.
2. Water treatment flocculators, settlers, sedimentation basins and other water treatment tanks shall not be drained directly to the receiving stream, but shall be drained to a wastewater settling basin or other method of treatment.

C. REMOVED SUBSTANCES

Solids, sludges, filter backwash, or any other pollutant or waste removed in the course of treatment or control of wastewaters shall be disposed in a manner that complies with State and Federal regulations as outlined in applicable guidance entitled Management of Water Treatment Plant Residuals, EPA/625/R-95/008 dated April 1996, or the most current edition.

ALDOT

**MB-01
(Approved Drawings on File)**

Permit No. 1-2-1196



ROBERT BENTLEY
GOVERNOR

ALABAMA
DEPARTMENT OF TRANSPORTATION
FIRST DIVISION - DISTRICT TWO (MADISON COUNTY)
OFFICE OF DISTRICT MANAGER

4711 GOVERNOR'S HOUSE DRIVE
HUNTSVILLE, ALABAMA 35805
TELEPHONE: (256) 837-0111
1-888-574-2272
FAX (256) 837-5165



JOHN R. COOPER
TRANSPORTATION DIRECTOR

October 14, 2014

Mr. Tony Owens, Vice President
Huntsville Utilities Water Department
P. O. Box 2048
Huntsville, AL 35804

RE: Permit No. 1-2-1196
Madison County

Dear Mr. Owens:

Attached is an approved copy of the above-referenced permit to:

- **Parallel Alabama Highway 01 with 48-inch ductile iron water main pipe (DIP) from 311.12 to 317.54.**
- **Cross Alabama Highway 01 with 48-inch ductile iron water main pipe (DIP) inside 66-inch steel casing pipe at milepost 311.28 and 317.49.**

As shown on the attached approved plans. The permit is a binding contract and all requirements and regulations contained therein must be followed. Any deviation in alignment, location, materials, method of installation, etc. must be reviewed and approval given prior to the commencement of work.

It is imperative that the construction work be prosecuted in a manner which ensures compliance with the Clean Water Act, 1972 and the Alabama Nonpoint Source Management Program, 1989. The utility work shall include the implementation of "Best Management Practices" (BMP's) for prevention and control of Nonpoint Sources of Pollutants (NPS). Additional information can be obtained by referring to ADEM Administrative Code, Chapter 6-9, Appendices A and B, and the "Alabama Nonpoint Source Management Program, 1989".

This does not appear to conflict with any Federal Aid Project at this time nor in the foreseeable future. However, this does not conclude that improvements will not be made to the Highway in this area at some future date and part or all of this installation may have to be relocated.

All traffic control must conform to the Manual on Uniform Traffic Control Devices. In the event the utility company/contractor propose to use methods of traffic control other than those examples shown in the MUTCD, a traffic control plan must be submitted to the District Office for review and approval prior to work operations beginning.



ROBERT BENTLEY
GOVERNOR

**ALABAMA
DEPARTMENT OF TRANSPORTATION**

FIRST DIVISION - DISTRICT TWO (MADISON COUNTY)

OFFICE OF DISTRICT MANAGER

4711 GOVERNOR'S HOUSE DRIVE
HUNTSVILLE, ALABAMA 35805
TELEPHONE: (256) 837-0111
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FAX (256) 837-5165



JOHN R. COOPER
TRANSPORTATION DIRECTOR

Your contractor or work crew must have a copy of the approved permit on the job site during construction at all times.

Should there be a conflict with another utility or property owner, it is your responsibility to resolve such conflicts and reach an agreement with the company or individual involved. All contingencies are the responsibility of the permittee.

All work shall be in accordance with the State specifications. Periodic on-site inspections will be made during construction.

Violations of these or any other requirements will result in work on the State right of way being halted immediately.

This is your authorization to begin work. Please notify Mr. Khalid Sharfi, District Permit Coordinator at (256) 837-0111 or the above address when you are ready to start work. Please give us 24 hours notice before beginning construction. Should construction be halted for more than 2 days, please re-notify us. Failure to notify could cause cancellation of your permit or unnecessary expense on your part. Due to the traffic volumes involved, any lane closures shall be discussed with this office prior to construction. This will be handled on a case by case basis, however, at least (24) hours notice shall be given to the Alabama Department of Transportation in order to coordinate with other entities involved and allow the motoring public to be informed. Operations scheduled during peak traffic volume hours may require longer notice. Also, supply this office with the name of a contact person should a problem arise on this project.

Please notify this office upon completion to set a time and date for our final inspection.

Sincerely,

John Snider, PLS
District Manager

JS/ks
Attachment
C: file

ALABAMA DEPARTMENT OF TRANSPORTATION
Permit Agreement for the Accommodation of Utility
Facilities on Public Right-of-Way

Project Number: _____
Permit Number: 1-2-1196
P.E. _____
R.O.W. VARIES
Utilities WATER MAIN
Construction _____
Route Number SR1
Location of Accommodation: Milepost 311.12 to 317.54

THIS AGREEMENT is entered into this the 3 day of October, 20 14, by and between the Alabama Department of Transportation acting by and through its Transportation Director hereinafter referred to as the STATE and Huntsville Utilities a Utility hereinafter referred to as the APPLICANT.

WITNESSETH

WHEREAS, the APPLICANT desires to have its facilities accommodated on public highway right-of-way in Marshall and Madison County, Alabama, said project or maintenance section being designated as SR1, and consisting approximately of the following: 48-inch finished water main and appurtenances to parallel SR1 from mile post 311.12 to 317.54 with jack & bore crossings at mile posts: 311.28 and 317.49 and parallel jack & bore installations at mile posts: 312.58 and 316.48; and

WHEREAS, the STATE hereby grants to the APPLICANT approval to cross or locate its facilities on the public right-of-way at the location and in the manner hereinafter set forth:

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

1. The APPLICANT will install its facilities on public right-of-way in accordance with plans and specifications of the APPLICANT as approved by the STATE which plans and specifications are hereby made a part hereof by reference.
2. In the installation of facilities and performing work under this agreement, the APPLICANT will conform to the provisions of the latest edition of the Alabama Department of Transportation Utility Manual, which manual is of record in the Department of Transportation and is hereby a part hereof by reference.
3. The national Manual on Uniform Traffic Control Devices, latest edition, is hereby made a part hereof by reference and will be conformed to as the provisions thereof are applicable to such work. Such Manual is of record in the Alabama Department of Transportation at the execution of this Agreement.
4. The Clean Water Act, 1987 and the Alabama Nonpoint Source Management Program, 1989 are hereby made a part hereof by reference and will be conformed to by the APPLICANT as the provisions thereof are applicable hereto.

The APPLICANT will conform to the regulations of the Environmental Protection Agency (EPA) and of the Alabama Department of Environmental Management (ADEM), latest edition, for both installation and maintenance of such facilities.

5. If hazardous materials, wastes, substances, or as otherwise defined by Code of Alabama § 6-5-332.1 (a)(2) (1993 Repl. Vol.) are encountered in the execution of this Agreement it will be the responsibility of the APPLICANT to notify the proper agency responsible for said hazardous materials and to comply with any and all environmental regulations as established by the Environmental Protection Agency (EPA), Alabama Department of Environmental Management (ADEM), and of the Occupational Safety and Health Administration (OSHA) in the proper disposition of the hazardous materials encountered.

6. The APPLICANT will file with the STATE an acceptable certified check or bond in the penal amount of \$50,000 to guarantee the faithful performance of this permit contract in its entirety. Upon satisfactory completion and acceptance of all work provided for in this permit contract, the check or bond, as applicable, will be returned to the APPLICANT; otherwise, the proceeds from the check, or any amount received by the STATE as a result of the bond, will be applied to complete and fulfill the permit contract terms.

7. The APPLICANT will protect, defend, indemnify and hold harmless the State of Alabama, The Alabama Department of Transportation, the officials, officers, and employees, in both their official and individual capacities, and their agents and/or assigns, from and against any and all actions, damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of or connected with the work performed under this Permit, and/or the APPLICANT's failure to comply with all applicable laws or regulations.

8. Reimbursement for future relocations of the APPLICANT'S facilities will be in accordance with State law in effect at the time such relocations are made.

9. The APPLICANT will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the APPLICANT, its agents, servants, employees or facilities.

10. The STATE in executing this Agreement does not in any way assume the responsibility for the maintenance of the facilities of the APPLICANT, nor the responsibility for any damage to the facilities caused by third parties.

11. The APPLICANT will have a copy of this Agreement on the project site at all times while said work is being performed.

12. Nothing contained in this Permit Agreement, nor the issuance or receipt thereof, shall be construed to alter or affect the title of the STATE to the public right-of-way nor to increase, decrease or modify in any way the rights of the APPLICANT provided by law with respect to the construction, operation or maintenance of its facilities on the public right-of-way.

13. The installation of the facilities and related work covered by this Agreement shall be completed within one year from the date shown on this Agreement, otherwise this Agreement becomes null and void. Once work is begun the APPLICANT shall pursue the work continuously and diligently until completion.

14. The APPLICANT will perform or cause to be performed the work applied for in this permit contract and will restore the highway and all right-of-way in the work area in as good condition as the same was prior to the work and will maintain the accomplished work and highway work area in a condition satisfactory to the Alabama Department of Transportation for a period of one year from acceptance by the Department of the completion of work applied for by APPLICANT.

15. The Applicant must provide a copy of the Notice of Registration (NOR) Received issued by ADEM upon receipt of the applicant's Notice of Registration. This will assure compliance with Phase II of stormwater construction requirements. In the event a NOR is not required, Applicant must submit to ALDOT a Best Management Practices (BMP) plan to control sediment run-off.

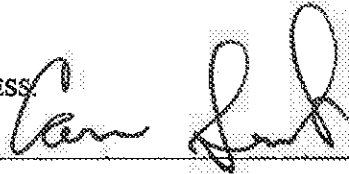
16. In the event that ALDOT is issued a citation or any other enforcement document by ADEM/EPA for failure to comply with applicable requirements, it shall be the responsibility of the applicant to bring all BMPs into compliance and to pay for any fines, assessments, etc. that may be issued to ALDOT by ADEM/EPA.

17. The APPLICANT stipulates that the specific use of these facilities located upon public right-of-way is for the transmission of finished water from the Huntsville Utilities Southeast Water Treatment Plant.

APPLICANT further stipulates that should this specific use change at any time in the future that the APPLICANT will notify the STATE immediately of the change.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, officials and persons thereunto duly authorized, to be effective on the day and year first above stated.

WITNESS



Huntsville Utilities

Legal Name of Applicant

By:



Signature and Title

Tony Owens, Vice President

Typed or Printed Name

112 Spragins Street

Address Line 1

Huntsville, AL 35801

Address Line 2

(256) 535-1410

Telephone Number


RECOMMENDED FOR APPROVAL:

 10/03/2014
District Manager & Date

Region / Division Engineer & Date

ALABAMA DEPARTMENT OF TRANSPORTATION
ACTING BY AND THROUGH ITS TRANSPORTATION
DIRECTOR

By:



Region Engineer

Date:

October 10, 2014

BOND

BOND

BOND NUMBER 8572663

KNOW ALL MEN BY THESE PRESENTS:

THAT HUNTSVILLE UTILITIES

P. O. BOX 2048, HUNTSVILLE, AL 35804

, 22

Principal, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, BALTIMORE, MARYLAND

as Surety, are held and firmly bound unto ALABAMA DEPARTMENT OF TRANSPORTATION, MONTGOMERY, ALABAMA, as Oblige, in the full and just sum of the actual cost as hereinafter set forth not to exceed the penal sum of \$ 10,000.00 Dollars, lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal has this date entered into a permit agreement with the Alabama Department of Transportation for installation of AN ANNUAL BLANKET REPLACEMENT BOND AS PROVIDED BY THE BLANKET PERMIT AGREEMENT ISSUED BY THE ALABAMA DEPARTMENT OF TRANSPORTATION.

MONTGOMERY, AL

THE CONDITION OF THIS OBLIGATION is such that if the aforesaid Principal shall perform such work in accordance with the terms of the permit agreement and within 10 days of its completion restore the highway to as good a condition as the same was prior to such work and further maintain the work and the work area in a condition satisfactory to the Alabama Department of Transportation for a period of one year following completion of all work then this obligation to be void; otherwise the principal and surety will pay unto the Oblige the amount of money for which the Oblige legally contracts with another party to perform, and maintain the work and work area in keeping with the permit provision, or the actual cost to the Oblige for restoring the highway with its own forces at the option of the obligee, but in no event shall liability hereunder exceed the penal sum above set forth.

PRINCIPAL

Signed, sealed and delivered 8-6-2001

HUNTSVILLE UTILITIES

BY William C. Taylor

COUNTERSIGNED:

BY Alabama Resident
Agent for Surety

Steven P. Smith
(Name)

Address:

P. O. BOX 6087
HUNTSVILLE, AL 35824

SURETY

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
BY Guin B. Ryan (Real)

Guin B. Ryan

Attorney-in-Fact

(A copy of the Power of Attorney properly executed by the Company authorizing Attorney-in-Fact signing above to bind the Company as Surety on this Bond must be attached hereto. Said Power of Attorney must be dated so as to correspond with the execution date of the bond.)

Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

HOME OFFICE: 3910 KESWICK ROAD, BALTIMORE, MD 21211

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by PAUL C. ROGERS, Vice President, and J. G. HAMILTON, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint Hamlin L. Caldwell, Hamlin L. Caldwell, Sandra P. Butler, Beverly A. Mitchell, Guin B. Ryan and Steven D. McCurry, all of Huntsville, Alabama, EACH its true and lawful agent and attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed any and all bonds and undertakings and the execution of such bonds or undertakings in pursuance of these presents shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Robert E. Gray, Hamlin L. Caldwell, Sandra P. Butler, Beverly A. Mitchell, Guin B. Ryan, John D. Dobbins, and Steven D. McCurry, dated June 3, 1996.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, as the same now in force.

IN WITNESS WHEREOF, the said Vice President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 18th day of April, A.D. 2001.

ATTEST:



FIDELITY AND DEPOSIT COMPANY OF MARYLAND

J. G. Hamilton

Assistant Secretary

By:

Paul C. Rogers

Vice President

State of Maryland }
County of Baltimore } ss:

On this 18th day of April, A.D. 2001, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came PAUL C. ROGERS, Vice President, and J. G. HAMILTON, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Carol J. Fader

Notary Public

My Commission Expires: August 1, 2004

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,....and to affix the seal of the Company thereto."

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company,

this 6th day of AUGUST, 2001


Assistant Secretary

GENERAL PURPOSE RIDER

To be attached to and form part of Bond Number 8572663 effective 8-6-2001
issued by the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, BALTIMORE, MARYLAND in the amount of
TEN THOUSAND (\$10,000.00) DOLLARS, on behalf of HUNTSVILLE UTILITIES
P. O. BOX 2048, HUNTSVILLE, AL 35804
as Principal and in favor of ALABAMA DEPARTMENT OF TRANSPORTATION, MONTGOMERY, AL as obligee:

Now, Therefore, It is agreed that:

PENAL SUM OF BOND INCREASED FROM(\$10,000.00) TEN THOUSAND AND NO/100 DOLLARS
TO
PENAL SUM OF(\$50,000.00)FIFTY THOUSAND AND NO/100 DOLLARS

It is further understood and agreed that all other terms and conditions of this bond shall remain unchanged.

This rider is to be effective the 24th day of AUGUST, 2001

Signed, sealed and dated this 24th day of AUGUST, 2001

HUNTSVILLE UTILITIES (Principal)

FIDELITY AND DEPOSIT COMPANY
OF MARYLAND (Surety)

By: _____

By: GUIN B. RYAN Attorney-in-Fact



Fidelity and Deposit Companies

Surety Service Center
1400 American Lane, Tower 2, Floor 9
Schaumburg, IL 60196

Bond No. LPM8572663

CONTINUATION CERTIFICATE

For Miscellaneous Terms Bonds

Principal: HUNTSVILLE UTILITIES

and the Fidelity and Deposit Company of Maryland, as Surety in a certain Bond No. LPM8572663, with an effective date of the 6TH day of AUGUST, 2014 in the penalty of: Fifty Thousand and Zero Cents

Dollars (\$ 50,000)

In Favor of: ALABAMA DEPARTMENT OF TRANSPORTATION

do hereby continue said bond in force for the further term(s) of 1 year(s) beginning on the 6TH day of AUGUST, 2014 and ending on the 6TH day of AUGUST, 2015.

Blanket Right of Way

PROVIDED, however, that said bond, as continued hereby, shall be subject to all its terms and conditions, except as herein modified, and that the liability of the said Fidelity and Deposit Company of Maryland under said bond and any and all continuations thereof shall in no event exceed in the aggregate the above named penalty, and that this certificate shall not be valid unless signed by said Principal.

Signed, sealed and dated this 23RD day of MAY, 2014.

Witness:

Principal (SEAL)

Principal (SEAL)

Principal (SEAL)



FIDELITY AND DEPOSIT COMPANY OF MARYLAND

BY:

Lisa L. Schumacher

Lisa L. Schumacher

, Attorney-in-fact

ALABAMA DEPARTMENT OF TRANSPORTATION

Obligee

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by Geoffrey Delisio, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint LISA L. SCHUMACHER its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed, any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 23RD day of MAY, A.D. 2014.

ATTEST:

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Gerald F. Haley

Geoffrey Delisio

By:

Assistant Secretary
Gerald F. Haley

Vice President
Geoffrey Delisio

State of Maryland

County of Baltimore

On this 23RD day of MAY, A.D. 2014, before me, the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Geoffrey Delisio, Vice President and Gerald F. Haley, Assistant Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn

Constance A. Dunn, Notary Public
My Commission Expires: July 14, 2015



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney. Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies,
this 23RD day of MAY, 2014.



Thomas O. McClellan

Thomas O. McClellan, Vice President



HUNTSVILLE UTILITIES

Electricity – Natural Gas – Water

(256) 535-1315

www.hsvutil.org

P.O. Box 2048
Huntsville, AL 35804

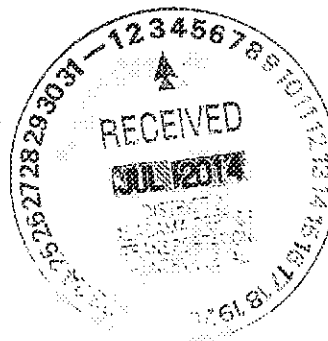
April 1, 2014

City of New Hope
Mayor's Office

RE: **Water Main Installation along US Highway 431**

Dear Honorable Mayor Butch Taylor,

Huntsville Utilities Water Department is in the process of having the installation of a 48-inch water main designed along the right-of-way of US Highway 431. As part of the design process, we request permission to cross the roads below (within the state right-of-way or just beyond) as indicated in the attached plans. All repairs, including landscaping and repair of driveways, will be at Huntsville Utilities expense. It is the intent of Huntsville Utilities to have the said main installed with minimum delays to residents or traffic along US Highway 431.



CITY OF NEW HOPE

ROAD	SHEET
Oak Grove Road	C-2036
YMCA Road	C-2038
Johnson Avenue	C-2042
Racetrack Road	C-2047
Duckett Street / Pump House Road	C-2048
Main Drive (Designed/Shown as Jack and Bore)	C-2049
Merrit Drive	C-2052
Peter Lane	C-2052
Ed Spears Road	C-2056
SR-1 (Design/Shown as Jack and Bore)	C-2057

Thank you in advance for helping to make this project a success. If you have any questions or concerns, please call our office at 256-535-1472.

Sincerely,

Carson Smith, P.E.
Huntsville Utilities Engineering Services

City of New Hope:

Name: Butch Taylor Mayor of New Hope, AL.

Phone: 256-723-2616

Signed by: Butch Taylor

Carson Smith

From: Robert Pirando [mcaeng@yahoo.com]
Sent: Thursday, May 01, 2014 1:51 PM
To: Carson Smith
Subject: Re: Huntsville Utilities Water Main Installation along US Highway 431

Carson-

I spoke with the commissioner for that district and he has no problems with the project.

I will mail you a permit early next week.

Sincerely,

Bob Pirando
Marshall County

On Thu, 5/1/14, Carson Smith <Carson.Smith@hsvutil.org> wrote:

Subject: Huntsville Utilities Water Main Installation along US Highway 431
To: "mcaeng@yahoo.com" <mcaeng@yahoo.com>
Date: Thursday, May 1, 2014, 10:25 AM

Mr. Pirando, I was just touching base to find out the status of the request for Huntsville Utilities to cross the roadways located in Marshall County in order to install the proposed 48" water main in conjunction with the proposed Water Treatment Plant. Please let me know if you need any additional information or have any additional questions.

Thanks, Carson Smith, P.E. Project Manager Huntsville Utilities Engineering Services
Department 256-535-1472

MARSHALL COUNTY ENGINEER'S OFFICE

***APPLICATION FOR PLACEMENT OF
UTILITIES ON COUNTY
RIGHT-OF-WAY***

Date of Application: 3/20/2014 Bond on File? No Yes Amount: \$

County Permit #: 050820214 - W

Permit Type (Check One):

Water Sewer TV Cable Electric Telephone Natural Gas Other

Applicant Name: Huntsville Utilities Water Department Telephone #: 256-535-1200

Contact Name: Carson Smith, P.E. Cell #:

Address: P. O. Box 2048, Huntsville, AL 35804

Fax #: Email Address:

Contractor Name: TBD Telephone #:

Contact Name: Cell #:

Address:

Fax #: Email Address:

Work Location: See attached cover letter from Huntsville Utilities.

Description of Work: Installation of a 48-inch water main.

Start Date: TBD End Date: TBD

Project Engineers or Inspectors? No Yes Company:

Inspectors Name: Cell #:

APPLICATION FOR PLACEMENT OF UTILITIES ON COUNTY RIGHT-OF-WAY

In making this request, I, the undersigned, do agree to perform the above described work in keeping with policies established by the Marshall County Commission, in such a way to leave County right-of-way in a condition as good as before said work was commenced, with special emphasis on appearance, drainage, and erosion control.

It is understood that Marshall County will not be responsible for conflict with utility due to road maintenance or road construction. It is understood and agreed by the undersigned party that if the County right-of-way is not restored in as good condition as before said work was commenced, that the County is authorized to have corrections made at the expense of the utility company or individual involved.

PLEASE SEE ATTACHED SPECIFICATIONS AND DRAWINGS.

Carson Smith, P.E.
Permittee or Authorized Representative

Robert X. Pinard
Marshall County Engineer

5.3.2014
Approval Date

NOTE:

Huntsville Utilities will need to get a permit from ALDOT for the jack/bore.

MARSHALL COUNTY PLACEMENT OF UTILITIES WITHIN COUNTY RIGHT-OF-WAY

Per adoption at the regular session of the Marshall County Commission on September 26, 2005 all persons, including individuals and utility companies, must abide by the following regulations when desiring to install utilities on County Right-of-Way:

1. Utility companies shall fill out a permit application before December 31st for a blanket permit for the next calendar year. For the year 2005, a blanket permit shall be obtained within 30 days of adoption. A performance bond of \$7500 must be kept on file for every blanket permit. This permit will cover all utility work done by representatives of the utility that could be considered maintenance work or minor expansion work. Maintenance work is defined as service taps and any repair work required to existing utilities. Minor expansion work is defined as extensions under 1000 feet in length. When a County Road must be open cut, the Engineering Office must be notified, even if work is done under an annual blanket permit (see #3 for emergency work). Each utility should provide the County Engineering Office with a map showing all work that was done on County right-of-way monthly. County maps are available in the Engineering Office.
2. Anyone other than a utility company proposing to perform utility work on County right-of-way shall first apply for a permit and post an appropriate bond at the County Engineer's Office, Marshall County Courthouse, 424 Gunter Avenue, Guntersville, Alabama (Telephone 256-571-7712).
3. When emergency utility work is required on County right-of-way, the County Engineering Office should be notified as soon as possible. Notification of after-hours work can be left on voice mail, or can be phoned in the following work day.
4. The utility companies are responsible for work done on a contract basis. Representatives of the utility should inspect the project to ensure that the project was done per these specifications and that the right-of-way is left in a like or better condition that existed prior to the date of the agreement.
5. Complete drawings showing location of proposed utility installation (over 1000 ft. in length) along with a letter of request to locate subject utility on County right-of-way shall be submitted to the Engineering Department for review and approval before any utility installation work begins. The County, in executing this Agreement, does not in any way assume responsibility for the maintenance of this facility. The County shall not be responsible for any claims for damage occasioned to existing private property, public utilities, or the traveling public caused by the Utility, its agents, servants or employees, or caused by the facility.
6. All utilities are to be placed parallel with the roadway within the outermost five (5) feet of the right-of-way. There may be certain situations where adverse conditions would not allow installation of utilities at this location. The Engineering Department must approve deviations from this standard installation location requirement before any utility installation work begins.
7. All underground electrical utilities within County right-of-way shall be buried with a minimum of 42 inches of cover. All other underground utilities within County right-of-way shall be buried with a minimum of 30 inches of cover. Underground utilities should have a minimum of 24 inches of cover beneath the flow line of drainage ditches, except where adverse conditions would not allow installation of utilities at this depth.

PLACEMENT OF UTILITIES WITHIN COUNTY RIGHT-OF-WAY

8. The Engineering Office can and must approve all deviations including depth, location, type installation, etc. before work is begun.

9. Unpaved County Roads can be open cut per conditions given in #11.

10. All underground utilities being installed underneath existing paved County Roads shall be bored, jacked, or tunneled. All utilities 3" and above in diameter shall be encased. Boring, jacking, or tunneling and encasing shall extend from toe of shoulder slope to toe of shoulder slope. All boring, jacking, or tunneling and casing shall be done as shown by the attached drawing.

11. Where it is evident that boring is impractical due to rock or other obstruction, the County Engineer, after notification of such problems, may grant permission to open cut the paving. Where open cutting is allowed, the following conditions shall be met:

- a) Area to be excavated should always be saw-cut so that the cut is squared off.
- b) No materials removed from the excavation are to be placed back in the cut.
- c) Cut shall be backfilled with aggregate (crusher run or approved alternate) to within 6 inches of the roadway surface and then cold mix asphalt (minimum) to the top of the cut.
- d) If area can not be patched immediately, cut should be filled to top with aggregate. When patching can be done, excess aggregate will then be removed, along with an extra 1 foot of paving on each side of the cut.
- e) Whenever possible, one-half of the traveled portion of the paving should be open to traffic. The utility company shall be responsible for traffic control in accordance with the "Manual on Uniform Traffic Control Devices, current edition".
- f) Open cutting of pavement shall be done as shown in the attached drawing.

12. No tracked equipment on paved roads. In the event that a tracked piece of equipment must cross the roadway, the road should be protected in some way to prevent road damage. The utility company or individual will be held responsible for any pavement damaged during the process of the utility installation.

13. Where sodding is disturbed on improved roads by excavation or backfilling operations, the utility company, contractor, or individual may be required to repair the area with mulch sodding on all slopes of 10% or less. All slopes over 10% shall be replaced with solid sodding or mulch sodding with erosion control blankets. All applicable Alabama Department of Environmental Management and Environmental Protection Agency rules and regulations must be adhered to. The County is not responsible for sediment and erosion control.

14. Special attention should be paid to drainage. When roadside ditches and roadway drainage structures are disturbed, repairs must be made so that they are left in good working order. Before any utility installation work begins, any pre-existing problems should be reported to the County Engineering Office.

15. The final authority in this process is the County Commission. If the utility company has requested a variance through the County Engineer and is dissatisfied with the result, the utility has the right to request a variance through the County Commission. The utility company shall make a request to the County Administrator in writing to get on the Agenda for the next regularly scheduled Commission Meeting. Included in the correspondence should be specifics of the request, including location(s), type and size of utility, reasoning behind variance, and any other information that might be helpful in making a decision on the variance.



HUNTSVILLE UTILITIES

Electricity - Natural Gas - Water

(256) 535-1200

www.hsvutil.org

P.O. Box 2048
Huntsville, AL 35804

March 20, 2014

Marshall County Engineering Office

RE: Water Main Installation along US Highway 431

Dear Engineering Office,

Huntsville Utilities Water Department is in the process of having the installation of a 48-inch water main designed along the right-of-way of US Highway 431. As part of the design process, we request permission to cross the roads below (within the state right-of-way or just beyond) as indicated in the attached plans. All repairs, including landscaping and repair of driveways, will be at Huntsville Utilities expense. It is the intent of Huntsville Utilities to have the said main installed with minimum delays to residents or traffic along US Highway 431.

MARSHALL COUNTY

ROAD	SHEET
Hebron School Road	C-2012
SR-1 (Design/Shown as Jack and Bore)	C-2012
J.W. Cowan Drive	C-2013
Walker Cemetery Road	C-2014
New Hope Highway	C-2015
Simpson Point Road / Barnard Drive	C-2020
**Access drive to Paint Rock River Bridge	C-2021

Thank you in advance for helping to make this project a success. If you have any questions or concerns, please call our office at 256-535-1472.

Sincerely,

Carson Smith, P.E.

Huntsville Utilities Engineering Services

County Engineering:

Name: _____

Phone: _____

Signed by: _____



HUNTSVILLE UTILITIES

Electricity - Natural Gas - Water

(256) 535-1200

www.hsvutil.org

P.O. Box 2046
Huntsville, AL 35804

March 18, 2014

Residents along US Highway 431

RE: Water Main Installation by Open Cut

Huntsville Utilities Water Department is in the process of having the installation of a 48-inch water main designed along the right-of-way of US Highway 431. As part of the design process, we are asking each owner with driveways along the planned route to sign that notification has been given from our office with permissions to open-cut driveways for the installation of said water line. All repairs, including landscaping and repair of driveways, will be at Huntsville Utilities expense. It is the intent of Huntsville Utilities to have the said main installed without causing delays to residents or traffic along US Highway 431.

Thank you in advance for helping to make this project a success. If you have any questions or concerns, please call our office at (256) 535-1400.

Sincerely,

Carson Smith, P.E.
Huntsville Utilities Engineering Services

RESIDENT INFORMATION:

Name: Wavaho

Address: 10351 US Highway 431 S New Hope, AL

Phone: 256-881-3621

Signed by: [Signature]

VANN Hough

Carson Smith

From: Carson Smith
Sent: Monday, May 19, 2014 8:31 AM
To: jrobertmiller@aol.com
Subject: FW: Wavaho - 10351 US Highway 431 South
Attachments: ALDOTWavahoLetter.PDF

Mr. Miller,

I am just checking on the status of the Wavaho Corporation's permission for Huntsville Utilities to open cut the entrance driveways along 10351 US Highway 431 South as discussed in the attached letter. We are forwarding our information/permission letters for all of the other businesses along the route to Tetra Tech and would like to follow this one along as well. Please let me know if you need anything further from us.

Thanks,

Carson Smith, P.E.
Project Manager
Huntsville Utilities
Engineering Services Department



From: Carson Smith
Sent: Friday, April 04, 2014 12:29 PM
To: jrobertmiller@aol.com
Cc: Tony Owens
Subject: Wavaho - 10351 US Highway 431 South

Mr. Miller,

Please find attached Huntsville Utilities letter for how we will coordinate the installation for crossing the entrance driveways to the Wavaho located at 10351 US Highway 431 South, in New Hope, Alabama as part of the 48" water main installation. I hope this will enable the Wavaho Oil Corporation to execute the ALDOT letter. Please let me know if you need anything further.

Thanks,

Carson Smith, P.E.
Project Manager
Huntsville Utilities
Engineering Services Department



Energy
for your future

Carson Smith

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Carson Smith, P.E.
Project Manager
Huntsville Utilities
Engineering Services Department





HUNTSVILLE UTILITIES

Electricity – Natural Gas – Water

(256) 535-1315

www.hsvutil.org

P.O. Box 2048
Huntsville, AL 35804

April 4, 2014

Mr. J. Robert Miller
122 South Side Square
Huntsville, AL 35801

RE: Wavaho – 10351 US Highway 431 S., New Hope, AL

Dear Mr. Miller,

Huntsville Utilities Water Department is in the process of having the installation of a 48-inch water main designed along the right-of-way of US Highway 431 South. As part of the design and permitting process for this installation, Huntsville Utilities is required to obtain letters from each land owner having a driveway cut along the route. This letter must be obtained prior to the Alabama Department of Transportation (ALDOT) permit submission and included with the plans to obtain an ALDOT Highway Permit for the project.

It is the intent of Huntsville Utilities to have the said main installed with minimal interruption to the business traffic to Wavaho Oil Corporation. There are three entrances to this particular location. During the installation, Huntsville Utilities and/or its contractor will work with Wavaho personnel to coordinate times of crossings, etc. Huntsville Utilities will require the contractor to install the water line in a manner to allow access through two entrances at all times during the construction, including at least one access from US Highway 431 S. All repairs, including landscaping and repair of driveways, will be at Huntsville Utilities expense.

Due to this letter requirement being placed on us by ALDOT to be included with our permit submittal, which we are nearing completion for submittal, we ask for Wavaho Oil Corporation's consideration in signing the provided form at this time and returning to our office. Huntsville Utilities will update Wavaho Oil Corporation about a start of construction date for the project as soon as the date is determined.

Thank you in advance for helping to make this project a success. If you have any questions or concerns, please call our office at 256-535-1472.

Sincerely,

Carson Smith, P.E.
Huntsville Utilities Engineering Services

J. Robert Miller
Attorney at Law

122 South Side Square
Huntsville, AL 35801

Telephone: 256.539.9631
Facsimile: 256.533.6666

March 27, 2014
VIA EMAIL TRANSMISSION

Mr. Tony Owens
Huntsville Utilities
112 Spragins Street NW
Huntsville, AL 35801

Re: Wavaho—10351 U.S. Highway 431 S., New Hope, Alabama

Dear Tony:

This letter is to confirm our telephone conversation of March 27, 2014 where I discussed with you installation of the proposed 48" water main along U.S. Highway 431 which would be the entrance to the Wavaho station located at 10351 U.S. Highway 431, S., New Hope, Alabama.

You indicated that this was some four to five years from actual installation and that as the time frame for the installation shortens, Huntsville Utilities will contact Wavaho and make arrangements with them for the purpose of minimizing the down time of any entranceway into their station caused by the installation of the 48" main. I indicated to you that there are two entrances from Highway 431 into the Wavaho station, of which you were familiar, and these would be the entrances you would work and coordinate with Wavaho so that there would be, if possible, no interruption of their business or traffic which comes into their station from Highway 431.

To the best of my knowledge, you indicated you would be back in contact with them within six months to one year prior to installation of the 48" main.

Thank you for allowing me to discuss this matter with you and I am forwarding to Vann Hough of Wavaho Oil Corporation a copy of this letter.

Very truly yours,

/s/J. Robert Miller

J. ROBERT MILLER

JRM/st

cc: Vann Hough



HUNTSVILLE UTILITIES

Electricity - Natural Gas - Water

(256) 535-1200

www.hsvutil.org

P.O. Box 2048
Huntsville, AL 35804

March 18, 2014

Residents along US Highway 431

RE: Water Main Installation by Open Cut

Huntsville Utilities Water Department is in the process of having the installation of a 48-inch water main designed along the right-of-way of US Highway 431. As part of the design process, we are asking each owner with driveways along the planned route to sign that notification has been given from our office with permissions to open-cut driveways for the installation of said water line. All repairs, including landscaping and repair of driveways, will be at Huntsville Utilities expense. It is the intent of Huntsville Utilities to have the said main installed without causing delays to residents or traffic along US Highway 431.

Thank you in advance for helping to make this project a success. If you have any questions or concerns, please call our office at (256) 535-1400.

Sincerely,

Carson Smith, P.E.
Huntsville Utilities Engineering Services

RESIDENT INFORMATION:

Name: Austin Overton

Address: 10175 Highway 431 S

Phone: (256) 322-7341

Signed by: [Signature]

Corporate Realty Management Inc.,
as Agent for Cadence Bank N.A.