ADDENDUM NO. 2

FOR

CONTRACT NO. 4 – GERALDINE PHASE 2 COLLECTION SYSTEM AND POWELL PUMP STATION AND FORCE MAIN

FOR

THE WATERWORKS, SEWER AND GAS BOARD OF THE TOWN OF SECTION

SEPTEMBER 25, 2024

TO:

ALL PLAN HOLDERS AND INTERESTED PARTIES

SUBJECT:

Plans, Specifications, and Contract Documents are hereby amended, modified, and changed as follows:

- I. Reference Part VI Technical Specification, Division No. 11 Equipment, Section 11404 Septic Tank Effluent Pump (STEP) System, Page 11404-5, Paragraph 2.11.A. Control Panel General Construction
 - A. Add the following to Paragraph 2.11.A.:
 - 7. Control panel shall have a connection for a portable generator.
- II. Reference "Attachments"
 - A. Add the attached Special Permit for AL Highway 75 to Attachment No. 1 ALDOT Permit for Geraldine (AL Highway 75 and AL Highway 227).

THIS ADDENDUM ISSUED THIS 25TH DAY OF SEPTEMBER, 2024.

LADD ENVIRONMENTAL CONSULTANTS, INC.

Adam Lea, P.E.



Alabama Department of Transportation

North Region – Guntersville Area
Office of Operations Engineer
23445 Hwy 431 North - PO Box 550
Guntersville, AL 35976
Telephone 256-582-2254
Fax 256-582-8922



Kay Ivey Governor John R. Cooper Transportation Director

Tuesday, August 13, 2024

Eric Christie State Maintenance Engineer ALDOT Montgomery, AL

Attention: Bryan Orange, Assistant Maintenance Engineer

Regarding: Permit Number 1-3-10751, Dekalb County

Dear Mr. Christie:

Attached is one copy of ALDOT Form MB-01 and required attachments. It has been recommended for your approval for Section Dutton Waterworks. The permit is to install 1,332.34 LF of 3" DR 11 HDPE CL 200 sanitary sewer force main along SR-75 from MP 73.00 to MP 73.26.

This is for your information and files. If you have any questions, please contact Wade Shadden, Utility Manager.

Yours truly,

for Derrick R. Wilson, PE

Daole Shadden

Operations Engineer

CLW/DWS/hed Attachment

ALABAMA DEPARTMENT OF TRANSPORTATION PERMIT AGREEMENT FOR THE ACCOMMODATION OF UTILITY FACILITIES ON PUBLIC RIGHT-OF-WAY

County DeKalb Route Number 75 Milepost 73.00 THRU 73.26 Bond Number ALB00402	FOR OFFICIAL USE ONLY DATE RECEIVED FROM APPLICANT: \$ \1\ 2\\ PERMIT NUMBER: \(\begin{array}{c} -3 \\ 075 \\ \end{array}\) PROJECT NUMBER: \(\begin{array}{c} BR-0075 (536) \\ P.E. PROJECT NUMBER: \(\end{array}\)
Bonding Agency Alabama Municipal Insurance	Company
Associated Permits and/or Documents Key May, Sp	pecial Permit, Plan Sheets, Bond Information
THIS AGREEMENT is entered into this the 2	26TH day of JUNE, 20 2024, by and
between the Alabama Department of Transportation	
hereinafter referred to as ALDOT and Section - Do	utton Water Boards hereinafter referred to
as the UTILITY.	
WITNE	SSETH
D 17 18	facilities accommodated on public highway right-of- Alabama consisting approximately of the following: OPE CL. 200 sanitary sewer force main using
open cut method and (1) Connection to exist	ing.
	; and
WHEREAS, ALDOT hereby grants to UTILIT	Y approval to cross or locate its facilities on the public
right-of-way at the location and in the manner hereins	
NOW, THEREFORE, it is agreed by and between	een the parties hereto as follows:

- 1. The UTILITY will install its facilities on public right-of-way in accordance with plans and specifications of the UTILITY as approved by ALDOT which plans and specifications are hereby made a part of this permit by reference.
- 2. In the installation of facilities and performing work under this agreement, the UTILITY will conform to the provisions of the latest edition of the <u>Alabama Department of Transportation Utility Manual</u>, which manual is of record in ALDOT and is hereby made a part of this permit by reference.
- 3. The national <u>Manual on Uniform Traffic Control Devices</u>, ALDOT approved edition, is hereby made a part of this permit by reference and will be conformed to as the provisions thereof are applicable to such work. Such Manual is of record in ALDOT at the execution of this Agreement.

- 4. The Federal Water Pollution Control Act, The Federal Insecticide, Fungicide, and Rodenticide Act, The Alabama Water Pollution Control Act, The Alabama Environmental Management Act, The Clean Water Act (1987), and the Alabama Nonpoint Source Management Program (1989) are hereby made a part of this permit by reference.
- 5. The UTILITY 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.

The UTILITY will provide proof of applicable permit coverage and conform to the above referenced regulations for both the facility installation and maintenance of permitted facilities and areas of rights-of-way. The APPLICANT must provide a copy of the Notice of Intent (NOI) issued by ADEM. This will assure compliance with Phase II of stormwater construction requirements. In the event a NOI is not required, UTILITY must submit to ALDOT a Best Management Practices (BMP) plan to control sediment run-off.

- 6. 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 UTILITY to bring all BMPs into compliance and to pay for any fines, assessments, etc. that may be issued to ALDOT by ADEM/EPA.
- 7. Underground Damage Prevention Legislation, Alabama Act 94-487, is hereby made a part of this permit by reference. The UTILITY will conform to the above referenced regulations for both the facility installation and maintenance of permitted facilities and areas of rights-of-way. Should the permitted work require a locate request ticket, no work shall begin until a copy of such ticket is obtained and the UTILITY shall keep a copy of such ticket at the site of work.
- 8. 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 UTILITY 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.
- 9. This permit is valid for the contract period which is defined as follows: All proposed work as described and submitted in the permit documents must be completed within one year from the approved date of the permit and for a period covering one year from ALDOT acceptance of proposed work.
- 10. The UTILITY will perform or cause to be performed the work applied for in this permit contract and will restore the highway 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 ALDOT. Should the UTILITY not maintain the work or create an unsafe condition during the contract period, ALDOT reserves the right to remove any work and restore the ROW to a safe condition at the expense of the UTILITY and the UTILITY agrees to pay ALDOT all such costs as a result.
- 11. Once work is begun, the UTILITY shall pursue the work continuously and diligently until completion. Should the UTILITY feel that the work cannot be completed in a one year period, they shall submit in writing (30 days prior to the termination date) to ALDOT the reasons for an extension of time. ALDOT will determine whether an extension may be approved.

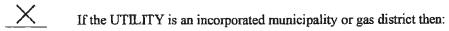
12. For Small Wireless Facility applications, the UTILITY hereby enters into the following permit tolling agreement with ALDOT upon its execution of this Agreement:

Any written request from ALDOT for revision, addition, or clarification related to a complete application shall toll the processing deadline of said permit until the UTILITY provides written response properly addressing ALDOT's request. Failure by the UTILITY to address the request(s) within thirty (30) days will result in the denial of the application.

- 13. The UTILITY will file with ALDOT an acceptable certified check or bond in the penal amount of \$25,000 (Bond Number: ALB00402) to guarantee the faithful performance of this permit contract in its entirety during the contract period as defined in item 9. 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 UTILITY; otherwise, the proceeds from the check, or any amount received by ALDOT as a result of the bond, will be applied to complete and fulfill the permit contract terms. In the instance that ALDOT determines a bond on record is necessary, the UTILITY shall provide such bond to ALDOT. The bond amount shall be determined by ALDOT.
- 14. The work approved by this Permit Agreement will be performed by the UTILITY at no cost to ALDOT during design or construction of Project No. BR-0075 (538)

 No reimbursement will be made to the UTILITY for the relocation of any facility installed under this Permit Agreement if such facility conflicts with work required by said construction project. Reimbursement for future relocations of the UTILITY'S facilities on future projects will be in accordance with State law in effect at the time such relocations are made.
 - 15. Indemnification Provisions. Please check the appropriate type of applicant:

By entering into this agreement, the UTILITY is not an agent of the State, its officers, employees, agents or assigns. The UTILITY is an independent entity from the State and nothing in this agreement creates an agency relationship between the parties.



Subject to the limitations on damages applicable to municipal corporations under Ala. Code § 11-47-190 (1975), the UTILITY shall defend, indemnify, and hold harmless the State of Alabama, ALDOT, its officers, officials, agents, servants, and employees, in both their official and individual capacities, from and against (1) claims, damages, losses, and expenses, including but not limited to attorneys' fees arising out of, connected with, resulting from or related to the work performed by the UTILITY, or its officers, employees, contracts, agents or assigns (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the UTILITY pursuant to the terms of this Agreement, or (3) any damage, loss, expense, bodily injury, or death, or injury or destruction of tangible property (other than the work itself), including loss of use therefrom, and including but not limited to attorneys' fees, caused by the negligent, careless or unskillful acts of the UTILITY its agents, servants, representatives or employees, or the misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the UTILITY, its agents, servants, representatives or employees, or anyone for whose acts the UTILITY may be liable.

	SPECIAL PERMIT Page ed June 2021	e 4 of 6
	If the UTILITY is county government then:	
	The UTILITY shall be responsible at all times for all of the work performed under this agreer and, as provided in Ala. Code § 11-93-2 (1975), the UTILITY shall protect, defend, indemnif hold harmless the State of Alabama, The Alabama Department of Transportation, its officials officers, servants, and employees, in their official capacities, and their agents and/or assigns.	fy and
	For all claims not subject to Ala. Code § 11-93-2 (1975), the UTILITY shall indemnify and h harmless the State of Alabama, the Alabama Department of Transportation, the officials, official servants, and employees, in both their official and individual capacities, and their agents and/officials assigns from and against any and all action, damages, claims, loss, liabilities, attorney's fees of expense whatsoever or any amount paid in compromise thereof arising out of, connected with related to the (1) work performed under this Agreement, (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the UTILITY pursuant to the tenthis agreement, or (3) misuse, misappropriation, misapplication, or misexpenditure of any sour funding, compensation or reimbursement by the UTILITY, its agents, servants, representative employees or assigns.	cers, or or n, or ms of arce of
L	If the UTILITY is a state governmental agency or institution then:	
	The UTILITY shall be responsible for damage to life and property due to activities of the UTILITY of employees of UTILITY in connection with the work or services under this Agreement. The UTILITY agrees that its contractors, subcontractors, agents, servants, vendor employees of UTILITY shall possess the experience, knowledge and skill necessary to perfor particular duties required or necessary under this Agreement. The UTILITY is a state institution and is limited by the Alabama Constitution in its ability to indemnify and hold harmless anothentity. The UTILITY maintains self-insurance coverage applicable to the negligent acts and omissions of its officers and employees, which occur within the scope of their employment by UTILITY. The UTILITY has no insurance coverage applicable to third-party acts, omissions claims, and can undertake no obligation that might create a debt on the State Treasury. The UTILITY agrees ALDOT shall not be responsible for the willful, deliberate, wanton or negligacts of the UTILITY, or its officials, employees, agents, servants, vendors, contractors or subcontractors.	m the on ner y the or

The UTILITY shall require, its contractors and its subcontractors, agents, servants or vendors, as a term or its contract with the UTILITY, to include ALDOT as an additional insured in any insurance policy providing coverage for the work to be performed pursuant to and under this Agreement and to provide the UTILITY a copy of the insurance policy declaration sheet confirming the addition of ALDOT thereto.

If the UTILITY is not a county, incorporated municipality, or state governmental agency or institution then:

The UTILITY will protect, defend, indemnify and hold harmless the State of Alabama, ALDOT, 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 UTILITY's failure to comply with all applicable laws or regulations.

Form SPECIAL PERMIT Revised June 2021

- 16. The UTILITY 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 UTILITY, its agents, servants, employees or facilities.
- 17. ALDOT in executing this Agreement does not in any way assume the responsibility for the maintenance of the facilities of the UTILITY, nor the responsibility for any damage to the facilities caused by third parties.
- 18. The UTILITY will have a copy of this Agreement on the project site at all times while said work is being performed.
- 19. Nothing contained in this Permit Agreement, nor the issuance or receipt thereof, shall be construed to alter or affect the title of ALDOT to the public right-of-way nor to increase, decrease or modify in any way the rights of the UTILITY provided by law with respect to the construction, operation or maintenance of its facilities on the public right-of-way.
- 20. Reimbursement for future relocations of the UTILITY's facilities will be in accordance with State law in effect at the time such relocations are made.

21.	The UTILITY stipulates that the specific use of these facilities located upon public right-of-
way is The	installation of 1332,34 LF. of 3" DR 11 HDPE CL. 200 sanitary sewer force main using
open cut meth	od and (1) Connection to existing.

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

Form SPECIAL PERMIT Revised June 2021

This Agreement is deemed to be executed on the date hereinabove set forth by the parties hereto in respective names by those persons and officials thereinto duly authorized. Witness our hands and s this the	
WITNESS: By: Authorized Signature and Title for Applicate Typed or Printed Name of Signee	l n
P. O. Box 1159 Address Line 1	
Rainsville, AL 35986 Address Line 2	
(256) 638–2119 Telephone Number	
andrew12h@ao1.com	_
Contact Email Address	_
FOR OFFICIAL USE ONLY	
RECOMMENDED FOR APPROVAL:	- 1
DISTRICT: CORT IS W. LOWE U. Dowe 13 AUG 2012 Printed Name Signature Date	4
AREA: Derrick R. Wilson Derrick R. Wilson 8/14/24 Printed Name Signature Dws Date	_
REGION: Signature Date	-
CENTRAL OFFICE: State Utilities Engineer (Printed Name) Signature Date	_
APPROVED: ALABAMA DEPARTMENT OF TRANSPORTATION ACTING BY AND THROUGH ITS TRANSPORTATION DIRECTOR	
By: Right-Of-Way Bureau Chief (Printed Name) Signature Date	-
AND By: State Maintenance Engineer (Printed Name) Signature Date	

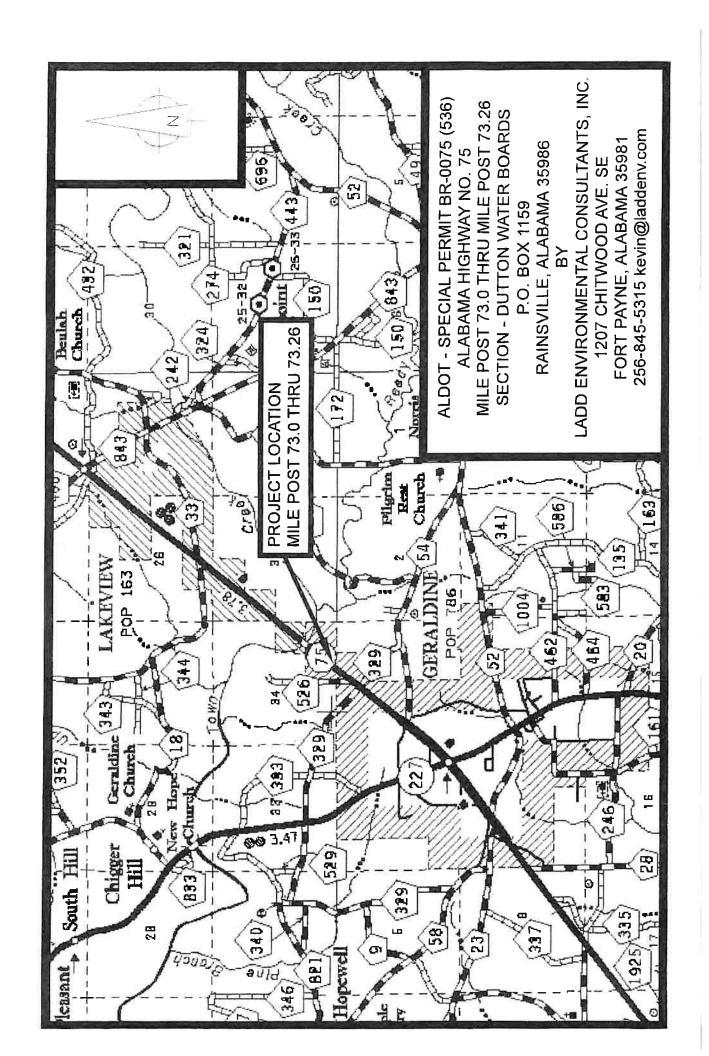
BOND # ALBO00262-20 CONTINUATION CERTIFICATE

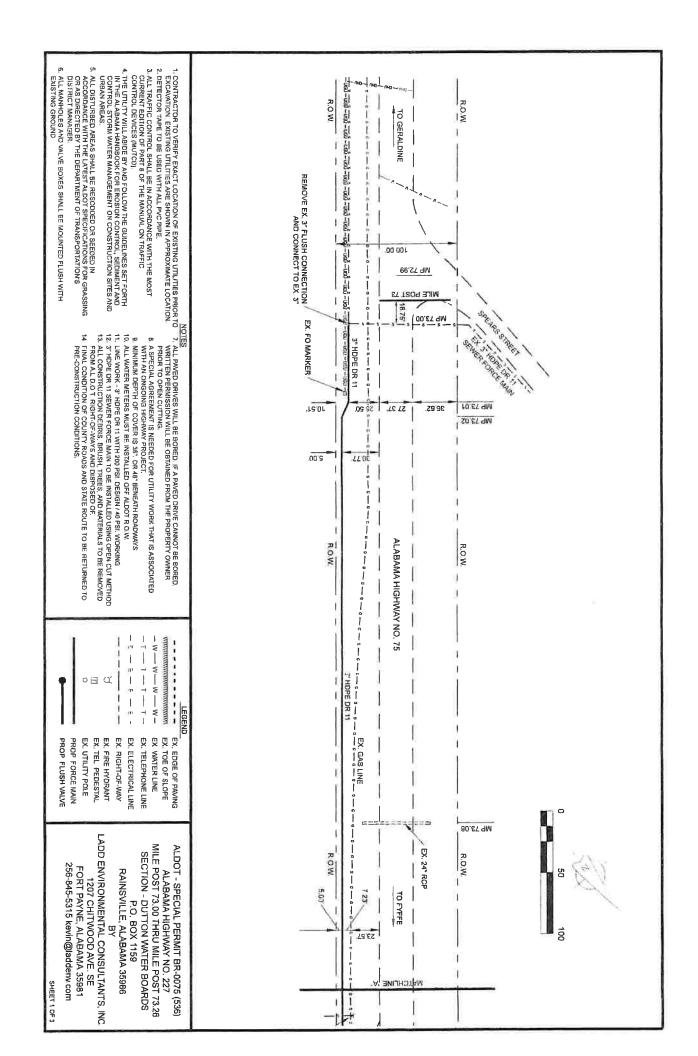
Bond issued to Section-Dutton Water Boards
by Alabama Municipal Insurance Corporation Effective
03/29/2024, to 03/29/2025 for work on Highway Right of Way in
Dekalb/Jackson county. For the penal sum of \$25,000.
Obligee is Alabama Department of Transportation.

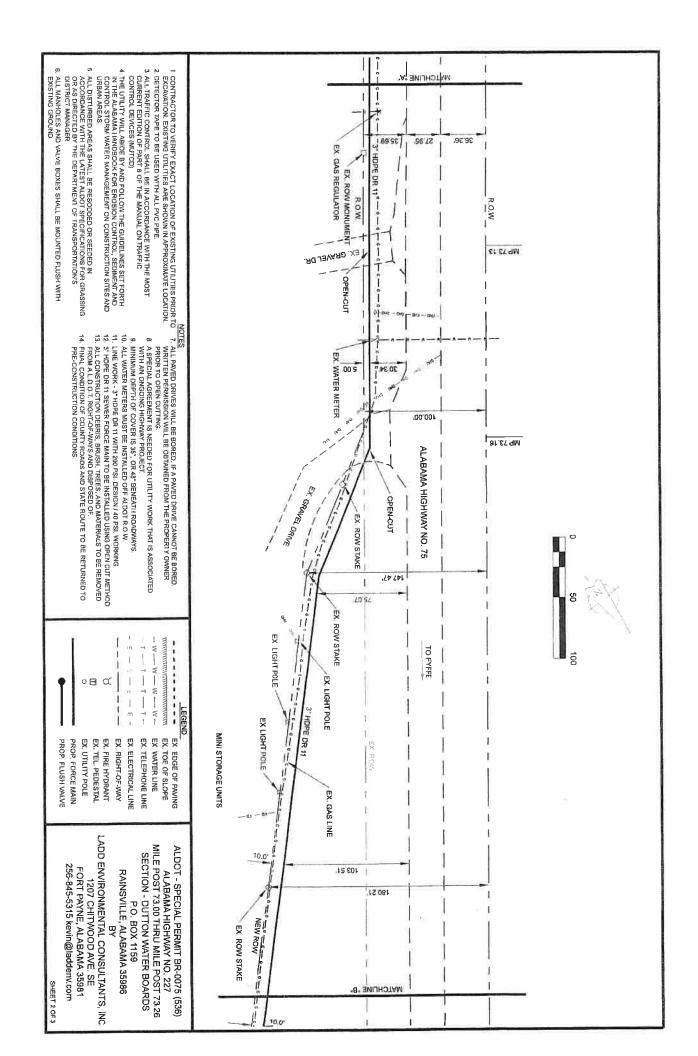
This bond remains in full force and effect until cancelled by the Section-Dutton Water Boards or the insurance company.

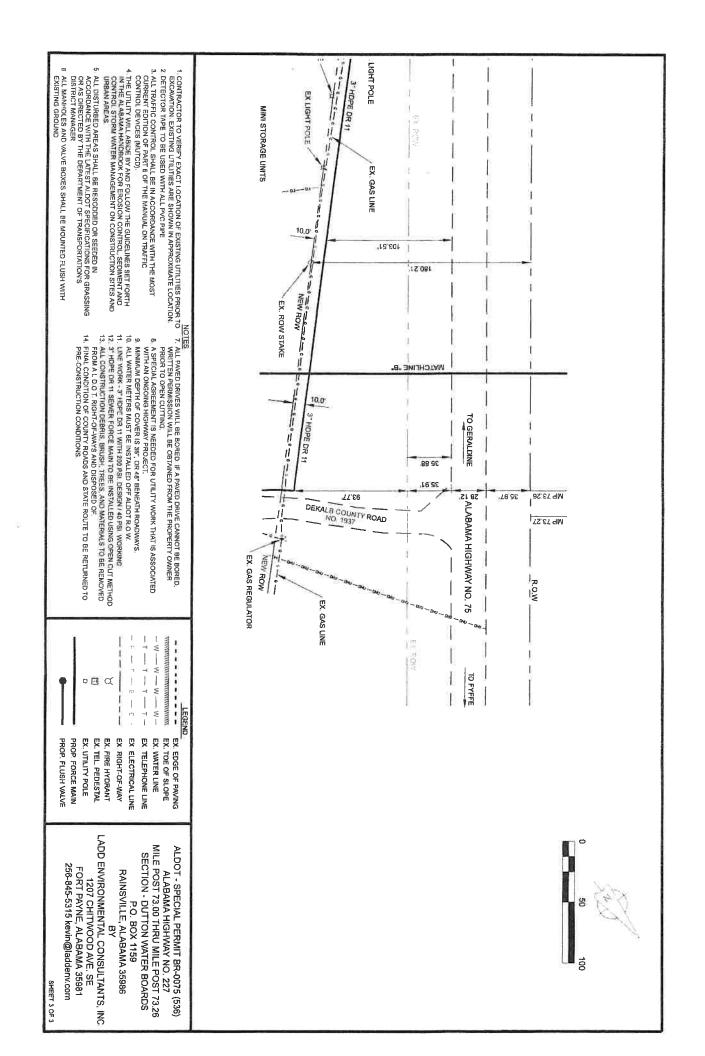
Countersigned by Alabama Resident Agent for Surety:	Jonesans Brame	
	Susan Brown	

Dated: January 02, 2024









LETTER OF UNDERSTANDING

The parties involved, Section-Dutton Waterworks as the permit applicant and Miller & Miller, Inc., the construction contractor for Project No. BR-0075(536) understand that the work described in the attached permit, subject to ALDOT approval, will be scheduled, coordinated and performed between the parties such that the permitted work will not interfere with the construction and completion of Project No. BR-0075(536). The scheduling, coordination and performance effort will be the sole responsibility of Section-Dutton Waterworks (Permit Applicant).

Mark Seeley
Miller & Miller
Date