

benefit. Generally, a fringe benefit is bona fide if (a) it is available to most workers and (b) involves payments to a third party.

4) The hourly value of the fringe benefit is calculated by dividing the contractor's annual cost (excluding any amount contributed by the worker) for the fringe benefit by 2080. Therefore, for workers with overtime, an additional payment may be required to meet the minimum hourly wages since generally fringe benefits have no value for any time worked over 40 hours weekly. (If a worker is paid more than the minimum rates required by the wage decision, this should not be a problem. As long as the total wages received by a worker for straight time equals the hours worked times the minimum hourly rate in the wage decision, the requirement of the Davis-Bacon and Related Acts has been satisfied.)

c) Overtime

For any project work over 40 hours weekly, a worker generally must be paid 150% of the actual hourly cash rate received, not the minimum required by the wage decision. (The Davis-Bacon and Related Acts only establishes minimum rates and does not address overtime; the Contract Work Hours Act contains the overtime requirement and uses basic rate of pay as the base for calculation, not the minimum rates established by the Davis-Bacon and Related Acts.)

d) Deductions

Workers who have deductions, not required by law, from their pay must authorize these deductions in writing. The authorization must identify the purpose of each deduction and the amount, which may be a specific dollar amount or a percentage. A copy of the authorization must be submitted with the first payroll containing the deduction. If deducted amounts increase, another authorization must be submitted. If deducted amounts decrease, no revision to the original authorization is needed. Court-ordered deductions, such as child support, may be identified by the responsible payroll person in a separate document. This document should identify the worker, the amount deducted and the purpose. A copy of the court order should be submitted.

e) Classifications Not Included in the Wage Decision

If a classification not in the wage decision is required, please advise the owner's representative in writing and identify the job classification(s) required. In some instances, the State agency may allow the use of a similar classification in the wage decision.

Otherwise, the contractor and affected workers must agree on a minimum rate, which cannot be lower than the lowest rate for any trade in the wage decision. Laborers (including any subcategory of the laborer classification) and truck drivers are not considered a trade for this purpose. If the classification involves a power equipment operator, the minimum cannot be lower than the lowest rate for any power equipment operator in the wage decision. The owner will provide forms to document agreement on the minimum rate by the affected workers and contractor.

The U.S. Department of Labor (USDOL) must approve the proposed classification and rate. The contractor may pay the proposed rate until the USDOL makes a determination. Should the USDOL require a higher rate, the contractor must make wage restitution to the affected worker(s) for all hours worked under the proposed rate.

f) Supervisory Personnel

Foremen and other supervisory personnel who spend at least 80% of their time supervising workers are not covered by the Davis-Bacon and Related Acts. Therefore, a wage decision will not include such supervisory classifications and their wages are not subject to any minimums under the Davis-Bacon and Related Act or overtime payments under the Contract Work Hours and Safety Standards Act. However, foremen and other supervisory personnel who spend less than 80% of their time engaged in supervisory activities are considered workers/mechanics for the time spent engaged in manual labor and must be paid at least the minimum in the wage decision for the appropriate classification(s) based on the work performed.

g) Sole Proprietorships / Independent Contractors / Leased Workers

The nature of the relationship between a prime contractor and a worker does not affect the requirement to comply with the labor standards provisions of this contract. The applicability of the labor standards provisions is based on the nature of the work performed.

If the work performed is primarily manual in nature, the worker is subject to the labor standards provisions in this contract. For example, if John Smith is the owner of ABC Plumbing and performs all plumbing work himself, then Mr. Smith is subject to the labor standards provisions, including minimum wages and overtime. His status as owner is irrelevant for labor standards purposes.

If a worker meets the IRS standards for being an independent contractor, and is employed as such, this means that the worker must submit a separate payroll as a subcontractor rather than be included on some other payroll. The worker is still subject to the labor standards provisions in this contract, including minimum wages and overtime.

If a contractor or subcontractor leases its workers, they are subject to the labor standards provisions in this contract, including minimum wages and overtime. The leasing firm must submit payrolls and these payrolls must reflect information required to determine compliance with the labor standards provisions of this contract, including a classification for each worker based on the nature of the work performed, number of regular hours worked, and number of overtime hours worked.

h) Apprentices / Helpers

A worker may be classified as an apprentice **only if participating in a federal or state program**. Documentation of participation must be submitted. Generally, the apprentice program specifies that the apprentice will be compensated at a percentage of journeyman

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rate. For Davis-Bacon Act purposes, the hourly rate cannot be lower than the percentage of the hourly rate for the classification in the applicable wage decision.

If the worker does not participate in a federal or state apprentice program, then the worker must be classified according to duties performed. This procedure may require classification in the trade depending on tools used, or as a laborer if specialized tools of the trade are not used. The contractor may want to consult with the Wage and Hour Division of the U.S. Department of Labor located in most large cities regarding the appropriate classification.

Presently, no worker may be classified as a helper. As with apprentices not participating in a formal apprentice program, the worker must be classified according to duties performed and tools used.

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APPENDIX 20

FEDERAL AID CONSTRUCTION CONTRACT PROVISION (FHWA-1273)

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REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

1. General
2. Nondiscrimination
3. Nonsegregated Facilities
4. Payment of Predetermined Minimum Wage
5. Statements and Payrolls
6. Record of Materials, Supplies, and Labor
7. Subletting or Assigning the Contract
8. Safety: Accident Prevention
9. False Statements Concerning Highway Projects
10. Implementation of Clean Air Act and Federal Water Pollution Control Act
11. Certification Regarding Debarment, Suspension Ineligibility, and Voluntary Exclusion
12. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

1. Employment Preference for Appalachian Contracts (included in Appalachian contracts only)

1. GENERAL

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.
2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.
3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.
4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:
 - Section I, paragraph 2;
 - Section IV, paragraphs 1, 2, 3, 4, and 7;
 - Section V, paragraphs 1 and 2a through 2g.
5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor


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(or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.

6. **Selection of Labor:** During the performance of this contract, the contractor shall not:

1. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or
2. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

2. **NONDISCRIMINATION**

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.*) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

0. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.
1. The contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active

contractor program of EEO and who must be assigned adequate authority and responsibility to do so.

3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

0. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
 1. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
 2. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.
 3. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
 4. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.
0. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.
 1. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such

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implementation violates Executive Order 11246, as amended.)

2. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.
5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:
 0. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
 1. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
 2. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
 3. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.
6. **Training and Promotion:**
 0. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.
 1. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.
 2. The contractor will advise employees and applicants for employment of available training programs and entrance

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requirements for each.

3. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.
7. **Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:
 0. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
 1. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
 2. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.
 3. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.
8. **Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.
 0. The contractor shall notify all potential subcontractors and

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suppliers of his/her EEO obligations under this contract.

1. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.
2. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.
9. **Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.
 0. The records kept by the contractor shall document the following:
 1. The number of minority and non-minority group members and women employed in each work classification on the project;
 2. The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;
 3. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and
 4. The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.
 1. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

3. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

1. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of

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its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

2. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).
3. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

4. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

1. General:

0. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on

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behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

1. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.
2. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

2. Classification:

0. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.
1. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:
 1. the work to be performed by the additional classification requested is not performed by a classification in the wage determination;
 2. the additional classification is utilized in the area by the construction industry;
 3. the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
 4. with respect to helpers, when such a classification prevails in the area in which the work is performed.
2. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification


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action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

3. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary
4. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

3. Payment of Fringe Benefits:

0. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.
1. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:

0. Apprentices:
 1. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a

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person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

2. The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.
3. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.
4. In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is

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1. Trainees:

1. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.
2. The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.
3. Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.
4. In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

2. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll


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at a helper wage rate, who is not a helper under a approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

5. Apprentices and Trainees (Programs of the U.S. DOT):

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

6. Withholding:

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

7. Overtime Requirements:

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.


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8. Violation:

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. Withholding for Unpaid Wages and Liquidated Damages:

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

5. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

1. Compliance with Copeland Regulations (29 CFR 3):

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

2. Payrolls and Payroll Records:

0. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.


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1. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.
2. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.
3. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
 1. that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;
 2. that such laborer or mechanic (including each helper,


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apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;

3. that each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
4. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.
5. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.
6. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

6. RECORD OF MATERIALS, SUPPLIES, AND LABOR

1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:
 0. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.
 1. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.

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2. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.
2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

7. SUBLETTING OR ASSIGNING THE CONTRACT

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).
 0. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.
 1. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.
2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.
4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

8. SAFETY: ACCIDENT PREVENTION

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1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
 2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).
 3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).
9. **FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

**NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID
HIGHWAY PROJECTS**

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be

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performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined not more than \$10,000 or imprisoned not more than 5 years or both."

10. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more.)

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 *et seq.*, as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 *et seq.*, as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.
2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.
3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract,

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and further agrees to take such action as the government may direct as a means of enforcing such requirements.

**11. CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION**

1. Instructions for Certification - Primary Covered Transactions:

(Applicable to all Federal-aid contracts - 49 CFR 29)

0. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

1. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
2. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
3. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.


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6. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions

10. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 2. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or

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contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and
 4. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
11. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

2. Instructions for Certification - Lower Tier Covered Transactions:

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

0. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
2. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
3. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
4. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered


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transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

5. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions:

9. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
10. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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12. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
 0. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 1. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT PREFERENCE FOR APPALACHIAN CONTRACTS

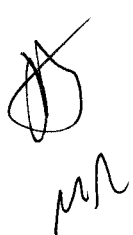
(Applicable to Appalachian contracts only.)

4. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the

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subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

0. To the extent that qualified persons regularly residing in the area are not available.
 1. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.
 2. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph 1c shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph 4 below.
5. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which he estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, he shall promptly notify the State Employment Service.
 6. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.
 7. If, within 1 week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph 1c above.
 8. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

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APPENDIX 21

ACCEPTANCE DATE CERTIFICATE

THIS ACCEPTANCE DATE CERTIFICATE (this "Certificate") is made this _____ day of _____, 2012 by **ISLAMORADA, VILLAGE OF ISLANDS**, a Florida municipal corporation ("Village"), and **REYNOLDS WATER ISLAMORADA, LLC**, a Delaware Limited Liability Company ("Company").

WITNESSETH:

WHEREAS, the Village and Company entered into that certain Design, Build Operate Agreement with an effective date of _____, 2012 ("DBO Agreement") with respect to the design, build and operate of the Village's central wastewater system and facilities;

WHEREAS, the DBO Agreement provides that the Village and Company shall confirm the final Acceptance Date of all Wastewater Facilities and the commencement date and expiration date of the Initial Term of the DBO Agreement, pursuant to a Certificate substantially in the form attached to the DBO Agreement as Appendix 21 within ten (10) days following the final Acceptance Date, and such fully executed Certificate shall become a part of the DBO Agreement and incorporated therein by reference;

WHEREAS, the Village and Company desire to execute this Certificate and record same in the public records of Monroe County, Florida, confirming the final Acceptance Date of all Wastewater Facilities and the commencement date and expiration of the Initial Term of the DBO Agreement. .

NOW, THEREFORE, in consideration of the premises hereof and the mutual promises and covenants contained herein and in the DBO Agreement, the Village and Company provide the following Acceptance Date Certificate.

1. Acceptance Date; Commencement Date of Initial Term and Termination Date. Reference is made to the DBO Agreement and the terms thereof. Capitalized terms used in this Certificate shall have the meanings given to them in the DBO Agreement. In accordance with Section 4.2 of the DBO Agreement, the Village and Company wish to confirm that final Acceptance of the Wastewater Facilities was issued on _____, 20____. Accordingly, the Village and Company agree that (i) the "Acceptance Date" under the DBO Agreement is determined and defined to be _____, 20____ for all purposes, and (ii) the Initial Term commenced on _____, 20____ [insert date which is the Acceptance Date] and shall terminate on _____, 20____.

_____, 20__ [insert date which is twenty (20) years after the Acceptance Date], unless terminated sooner or renewed as provided for in the DBO Agreement.

2. Counterparts. This Certificate may be executed in counterparts, all of which taken together shall constitute one and the same Certificate, and either of the parties hereto may execute this Certificate by signing any such counterpart.

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IN WITNESS WHEREOF, the parties have executed this Certificate as of the day and year written below their signatures.

VILLAGE:
ISLAMORADA VILLAGE OF ISLANDS,
FLORIDA

Print Name: _____

Title: _____

Date Executed: _____

ATTEST:

Village Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Village Attorney

STATE OF FLORIDA)
COUNTY OF MONROE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2012 by _____, as _____, of Islamorada, Village of Islands, a Florida municipal corporation, on behalf of the Village, who is personally known _____ to me or who has produced _____ as identification, and who did (did not) take an oath.

Notary Public, State of Florida
Serial Number: _____
My Commission Expires: _____

IN WITNESS WHEREOF, the parties have executed this Certificate as of the day and year written below their signatures.

COMPANY:

**REYNOLDS WATER ISLAMORADA
LLC,
a Delaware Limited Liability Company**

Print Name: _____

Title: _____

Date Executed: _____

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2012 by _____, as _____, of Reynolds Water Islamorada, LLC, a Delaware Limited Liability Company, on behalf of the Company, who is personally known to me or who has produced _____ as identification, and who did (did not) take an oath.

Notary Public, State of Florida
Serial Number: _____
My Commission Expires: _____

APPENDIX 22

NOTICE OF NO LIEN

Prepared by/Return to:
Lillian M. Arango, Esq.
Weiss Serota Helfman Pastoriza
Cole & Boniske, P.L.
2525 Ponce de Leon Blvd., Suite 700
Coral Gables, Florida 33134

NOTICE OF NO-LIEN

PURSUANT TO CHAPTER 713, FLORIDA STATUTES

THIS NOTICE OF NO-LIEN, is made this _____ day of _____, 2012 by **ISLAMORADA, VILLAGE OF ISLANDS**, a Florida municipal corporation ("Village"), and **REYNOLDS WATER ISLAMORADA, LLC**, a Delaware Limited Liability Company ("Company").

WITNESSETH:

WHEREAS, the Village and Company entered into that certain Design, Build Operate Agreement with an effective date of _____, 2012 ("DBO Agreement") with respect to the design, build and operate of the Village's central wastewater system and facilities, a portion of which facilities will be built and located upon real property and improvements owned by the Village, and more particularly described in **Exhibit "A"** attached hereto and made a part hereof (the "Sites" or "Property"); and

WHEREAS, Village and Company desire to place on the public records of Monroe County, Florida this Notice of No-Lien providing public notice that the terms of the DBO Agreement prohibit liens for improvements or work made by the Company to the Property.

NOW, THEREFORE, in consideration of the premises hereof and the mutual promises and covenants contained herein and in the DBO Agreement, the Village and Company provide the following Notice of No-Lien to any and all contractors, Subcontractors, labormen, materialmen or workers performing any work and/or making any improvements to the Property by or on behalf of the Company.

1. Pursuant to Chapter 713, Florida Statutes, notice is hereby provided that the interest of the Village in and to the Property shall not be subject to liens or claims of lien for work, improvements, labor, materials, alterations, repairs or additions made by or

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on behalf of the Company. The following provision is contained in Section 6.1.15 of the DBO Agreement:

"No Liens; Encumbrances. The Company shall not directly or indirectly without the Village's consent, create or permit to be created or to remain, and shall promptly discharge or bond any encumbrance or lien arising on the Project, the Sites or the Design/Build Work arising out of the Company's Work. The Company acknowledges and agrees that the Project and Sites are public property or municipally owned by the Village and are therefore excluded from the definition of "real property" upon which liens may be placed as set forth in Section 713.01(24), Florida Statutes. The Company further acknowledges and agrees that the Design/Build Work to be performed pursuant to this Agreement is for the design and construction of public facilities and that the Company shall comply with the requirements of Section 255.05, Florida Statutes, including, but not limited to, the provision of bonds and payment of claims. The Company hereby waives, releases and relinquishes any right to claim or file a mechanic's or materialmen's lien against the Design/Build Work or any portion thereof, the Project or the Sites including, but not limited to, any rights the Company may have under Chapter 713, Florida Statutes. The Company shall include a provision substantially similar to this Section in each of its Subcontracts and purchase orders, requiring Subcontractors to waive any claim or entitlement to a mechanic's or materialmen's lien on the Project or the Sites and to look solely to the credit of the Company or its surety for payment of any sums due on the Project or the Design/Build Work.

The Company shall not permit any mechanic's, laborer's or materialmen's lien to be filed against the Project or the Sites or any part thereof by reason of the Design/Build Work including any work, labor, services or materials supplied or claimed to have been supplied to the Village. If any such lien is at any time filed against the Project or the Sites or any part thereof, the Company, within thirty (30) days after notice of the filing, will cause such lien to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction, or otherwise. If the Company fails to cause such lien to be discharged within the thirty (30) day period, then, in addition to any other right or remedy, the Village may, but is not obligated to, discharge such lien either by paying the amount claimed to be due or by procuring the discharge of such lien by transferring it to a bond. Any amounts paid by the Village in obtaining the discharge or transfer of any lien, plus all of the Village's costs and expenses associated with any lien, including Attorneys' Fees, will constitute a default payable by the Company under this Agreement, and such amounts will be paid by the Company to the Village on demand or deducted by the Village from the Design/Build Price.

Notwithstanding the foregoing, the Company shall have the right to contest the correctness or the validity of any such lien if, prior to the expiration of the thirty (30) day period, the Company procures and records a bond issued by a corporation authorized to issue surety bonds in Florida. The bond must meet the requirements of local law and must provide for payment of the sum that the claimant may recover on the claim. Notwithstanding anything to the contrary contained in this Agreement, the interest of the

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Village, whether real or personal, in and to the Project and the Sites or any part thereof shall not be subject to or chargeable with any liens for labor performed or material supplied in connection with the Design/Build Work or any work or improvements performed or caused to be performed by the Company, and the Company shall have no right, power or authority to create or allow to be created any such liens regardless of whether the Village has approved or consented to the Design/Build Work or such work or improvements. All persons and entities contracting or otherwise dealing with the Company relative to the Project shall be placed on notice of the provisions of this Section. The Company will comply with all requirements set forth in Chapter 713, Florida Statutes; and the Village and the Company further agree to execute, acknowledge and record in the Public Records of Monroe County, Florida, a Notice of No Lien pursuant to Chapter 713, Florida Statutes and substantially in the form attached hereto as Appendix 22."

2. The DBO Agreement entered into by the Village and Company expressly prohibit such liens and provides that the interest of the Village and the Property shall not be subject to liens for work, improvements, labor, or materials made by the Company.

3. This Notice shall be recorded, and shall become effective upon recordation, in the public records of Monroe County, Florida.

[The Remainder of This Page Intentionally Left Blank]

Handwritten signature and initials in the bottom right corner of the page.

IN WITNESS WHEREOF, Village and Company have caused this Notice of No-Lien to be executed by their duly authorized representatives on or as of the day and year written below their signatures.

VILLAGE:

ISLAMORADA, VILLAGE OF ISLANDS,
a Florida municipal corporation

Michael Redwood

Print Name: Michael Redwood

Title: Mayor

Date Executed: 8-21-12

ATTEST:

Debra Eastman
Village Clerk

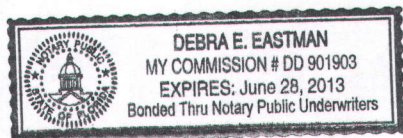
APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

WEISS SEROTA HELFMAN PASTORIZA
COLE & BONISKE, P.L.

Chicago
Village Attorney

STATE OF FLORIDA)
COUNTY OF MONROE)

The foregoing instrument was acknowledged before me this 21st day of August, 2012 by Michael Redwood as Mayor, of Islamorada, Village of Islands, a Florida municipal corporation, on behalf of the Village, who is personally known to me or who has produced as identification, and who did (did not) take an oath.



Debra Eastman
Notary Public, State of Florida
Serial Number: DD901903
My Commission Expires: 6/28/13

MA

IN WITNESS WHEREOF, Village and Company have caused this Notice of No-Lien to be executed by their duly authorized representatives on or as of the day and year written below their signatures

COMPANY:

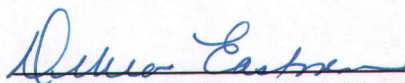
REYNOLDS WATER ISLAMORADA
LLC,
a Delaware Limited Liability Company

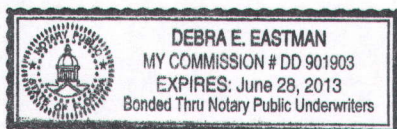

Print Name: MARK J. Accetturo
Title: President

Date Executed: 8/21/12

STATE OF FLORIDA)
COUNTY OF MONROE)

The foregoing instrument was acknowledged before me this 21st day of August, 2012 by Mark Accetturo, as Pres. + Managing Member of Reynolds Water Islamorada, LLC, a Delaware Limited Liability Company, on behalf of the Company, who is personally known to me or who has produced drivers license as identification, and who did (did not) take an oath.


Notary Public, State of Florida
Serial Number: DD901903
My Commission Expires: 6/28/13



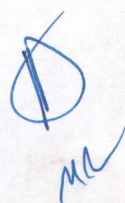


EXHIBIT "A"

LEGAL DESCRIPTION OF THE SITES OR PROPERTY


mm

APPENDIX 23

NPDES PERMIT (NPK FACILITIES)

A handwritten signature, possibly "D", is written above the initials "mm".



Florida Department of Environmental Protection

South District
P.O. Box 2549
Fort Myers, Florida 33902-2549

Charlie Crist
Governor

Jeff Kottkamp
Lt. Governor

Michael W. Sole
Secretary

STATE OF FLORIDA DOMESTIC WASTEWATER FACILITY PERMIT

PERMITTEE:
Village of Islamorada

RESPONSIBLE OFFICIAL:
Kenneth Fields
81990 Overseas Highway
Islamorada, Florida 33036
(305) 664-6410

PERMIT NUMBER: FLA351849-005
FILE NUMBER: FLA351849-005-DW2P
ISSUANCE DATE: October 5, 2009
EXPIRATION DATE: October 4, 2014

FACILITY:

Plantation Key Colony WWTF
Village of Islamorada
Islamorada, FL 33036
Monroe County
Latitude: 24°59' 36.0643" N Longitude: 80°32' 24.7704" W

This permit is issued under the provisions of Chapter 403, Florida Statutes (F.S.), and applicable rules of the Florida Administrative Code (F.A.C.). This permit does not constitute authorization to discharge wastewater other than as expressly stated in this permit. The above named permittee is hereby authorized to operate the facilities in accordance with the documents attached hereto and specifically described as follows:

WASTEWATER TREATMENT:

The facility is a domestic wastewater treatment plant. The permitted capacity for the maximum monthly average daily flow (MMADF) is 0.355 million gallons per day (MGD). The facility consists of one bar screen, two biological treatment trains, two 9,000 gallon chlorine contact tanks, a sodium hydroxide disinfection system, one 240,000 reuse storage tank and one 28,500 gallon sludge holding tank. Each treatment train consists of one 20,000 gallon surge tank, two 10,000 gallon anoxic basins, one 30,000 gallon aeration basin between the anoxic basins, and one membrane bioreactor in a 17,500 gallon aeration tank.

REUSE AND DISPOSAL:

Underground Injection U-001: An existing 0.355 MGD MMADF permitted capacity underground injection well system consisting of three, nominal six-inch diameter, Class V, Group 3, underground injection wells permitted under Department permit numbers 76333-017 to -019 discharging to Class G-III ground water into the Key Largo and Miami Oolite Formations. Underground Injection Well System U-001 is located on the facility's property.

Land Application R-001: Treated effluent may be reused in the slow-rate, public-access reclaimed water irrigation system R-001. R-001 consists of irrigation systems for an athletic park, schools, a church, the US-1 corridor and the treatment facility's site. The permitted capacity for R-001 is 0.036 MGD MMADF.

IN ACCORDANCE WITH: The limitations, monitoring requirements, and other conditions set forth in this cover sheet and Part I through Part X on pages 1 through 23 of this permit.

PERMITTEE: Village of Islamorada
 FACILITY: Plantation Key Colony WWTF
 PERMIT NUMBER: FLA351849
 PA FILE NUMBER: FLA351849-005-DW2P/NR
I. RECLAIMED WATER AND EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS

A. Underground Injection Control Systems

- During the period beginning on the issuance date and lasting through the expiration date of this permit, the permittee is authorized to discharge effluent to Underground Injection Well System U-001. Such discharge shall be limited and monitored by the permittee as specified below and reported in accordance with condition I.C.8.

Reclaimed Water Limitations			Monitoring Requirements					
Parameter	Units	Max/Min	Limit	Statistical Basis	Frequency of Analysis	Sample Type	Monitoring Site Number	Notes
Flow	MGD	Max	0.355	Monthly Average	5 Days/Week	Recording Flow Meter with Totalizer	FLW-02	See I.A.3
BOD, Carbonaceous 5 day, 20C	mg/L	Max	5.0	Annual Average	Bi-weekly; every 2 weeks	8-hr FPC	EFA-01	
		Max	6.25	Monthly Average				
		Max	7.5	Weekly Average				
		Max	10.0	Single Sample				
Solids, Total Suspended	mg/L	Max	5.0	Annual Average	Bi-weekly; every 2 weeks	8-hr FPC	EFA-01	
		Max	6.25	Monthly Average				
		Max	7.5	Weekly Average				
		Max	10.0	Single Sample				
Coliform, Fecal	#/100mL	Max	200	Annual Average	Bi-weekly; every 2 weeks	Grab	EFA-01	See I.A.4
		Max	200	Monthly Geometric Mean				
		Max	800	Single Sample				
pH	s.u.	Min	6.0	Single Sample	5 Days/Week	Grab	EFA-01	
		Max	8.5	Single Sample				
Chlorine, Total Residual (For Disinfection)	mg/L	Min	0.5	Single Sample	5 Days/Week	Grab	EFA-01	See I.A.5
Nitrogen, Total	mg/L	Max	3.0	Annual Average	Bi-weekly; every 2 weeks	8-hr FPC	EFA-01	
		Max	3.75	Monthly Average				
		Max	4.5	Weekly Average				
		Max	6.0	Single Sample				
Phosphorus, Total (as P)	mg/L	Max	1.0	Annual Average	Bi-weekly; every 2 weeks	8-hr FPC	EFA-01	
		Max	1.25	Monthly Average				
		Max	1.5	Weekly Average				
		Max	2.0	Single Sample				

PERMITTEE: Village of Islamorada
FACILITY: Plantation Key Colony WWTF

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2. Effluent samples shall be taken at the monitoring site locations listed in Permit Condition I.A.1. and as described below:

Monitoring Site Number	Description of Monitoring Site
FLW-02	Turbine flow meter to injection wells.
EFA-01	Sump after the chlorine contact discharge weirs.

3. A recording flow meter with totalizer shall be utilized to measure flow and calibrated at least once every 12 months. [62-601.200(17) and .500(6)]
4. The effluent limitation for the monthly geometric mean for fecal coliform is only applicable if 10 or more values are reported. If fewer than 10 values are reported, the monthly geometric mean shall be calculated and reported on the Discharge Monitoring Report. [62-600.440(4)(c)]
5. Total residual chlorine must be maintained for a minimum contact time of 15 minutes based on peak hourly flow. [62-600.440(4)(b) and (5)(b)]
6. The permittee shall monitor to ensure proper process control in accordance with the operator sampling and testing schedule included in the facility's Operation and Maintenance Manual. This monitoring may be performed using methods other than those in Chapter 62-160, F.A.C., as long as this data is for process control purposes and is not reported on the Discharge Monitoring Report. [62-620.320(6)]

PERMITTEE: Village of Islamorada
FACILITY: Plantation Key Colony WWTF

PERMIT NUMBER: FLA351849
PA FILE NUMBER: FLA351849-005-DW2P/NR

B. Reuse and Land Application Systems

1. During the period beginning on the issuance date and lasting through the expiration date of this permit, the permittee is authorized to direct reclaimed water to Reuse System R-001. Such reclaimed water shall be limited and monitored by the permittee as specified below and reported in accordance with condition I.C.8.

Parameter	Units	Max/Min	Reclaimed Water Limitations		Monitoring Requirements			
			Limit	Statistical Basis	Frequency of Analysis	Sample Type	Monitoring Site Number	Notes
Flow	MGD	Max	0.036	Monthly Average	5 Days/Week	Recording Flow Meter with Totalizer	FL W-03	See I.B.3
BOD, Carbonaceous 5 day, 20C	mg/L	Max Max Max Max	20.0 30.0 45.0 60.0	Annual Average Monthly Average Weekly Average Single Sample	Bi-weekly; every 2 weeks	8-hr FPC	EFA-01	
Solids, Total Suspended	mg/L	Max	5.0	Single Sample	Bi-weekly; every 2 weeks	Grab	EFB-01	
Coliform, Fecal	#/100mL	Max	25	Single Sample	Bi-weekly; every 2 weeks	Grab	EFA-01	
Coliform, Fecal, % less than detection	percent	Min	75	Monthly Total	Bi-weekly; every 2 weeks	Calculated	EFA-01	See I.B.4
pH	s.u.	Min Max	6.0 8.5	Single Sample Single Sample	5 Days/Week	Grab	EFA-01	
Chlorine, Total Residual (For Disinfection)	mg/L	Min	1.0	Single Sample	Continuous	Grab	EFA-01	See I.B.5 and I.B.8
Turbidity	NTU	Max	Report	Single Sample	Continuous	Meter	EFB-01	See I.B.6 and I.B.8
Giardia	cysts/100L	Max	Report	Single Sample	Every 5 years	Grab	EFA-01	See I.B.9
Cryptosporidium	oocysts/100L	Max	Report	Single Sample	Every 5 years	Grab	EFA-01	See I.B.9

PERMITTEE: Village of Islamorada
FACILITY: Plantation Key Colony WWTF

PERMIT NUMBER: FLA351849
PA FILE NUMBER: FLA351849-005-DW2P/NR

2. Reclaimed water samples shall be taken at the monitoring site locations listed in Permit Condition I.B.1. and as described below:

Monitoring Site Number	Description of Monitoring Site
FLW-03	Flow meter to the reuse system, after the storage tank.
EFA-01	Sump after the chlorine contact discharge weirs.
EFB-01	Turbidity meter prior to the chlorine contact.

3. A recording flow meter with totalizer shall be utilized to measure flow and calibrated at least once every 12 months. [62-601.200(17) and .500(6)]
4. To report the "% less than detection," count the number of fecal coliform observations that were less than detection, divide by the total number of fecal coliform observations in the month, and multiply by 100% (round to the nearest integer). [62-600.440(5)(f)]
5. The minimum total chlorine residual shall be limited as described in the approved operating protocol, such that the permit limitation for fecal coliform bacteria will be achieved. In no case shall the total chlorine residual be less than 1.0 mg/L. [62-600.440(5)(b); 62-610.460(2); and 62-610.463(2)]
6. The maximum turbidity shall be limited as described in the approved operating protocol, such that the permit limitations for total suspended solids and fecal coliforms will be achieved. [62-610.463(2)]
7. The treatment facilities shall be operated in accordance with all approved operating protocols. Only reclaimed water that meets the criteria established in the approved operating protocol may be released to system storage or to the reuse system. Reclaimed water that fails to meet the criteria in the approved operating protocol shall be directed to the injection well. [62-610.320(6) and 62-610.463(2)]
8. Instruments for continuous on-line monitoring of total residual chlorine and turbidity shall be equipped with an automated data logging or recording device. [62-610.463(2)]
9. Intervals between sampling for Giardia and Cryptosporidium shall not exceed five years. [62-610.463(4)]

PERMITTEE: Village of Islamorada
FACILITY: Plantation Key Colony WWTF

PERMIT NUMBER: FLA351849
PA FILE NUMBER: FLA351849-005-DW2P/NR

C. Other Limitations and Monitoring and Reporting Requirements

1. During the period beginning on the issuance date and lasting through the expiration date of this permit, the treatment facility shall be limited and monitored by the permittee as specified below and reported in accordance with condition I.C.8.

Limitations			Monitoring Requirements					
Parameter	Units	Max/Min	Limit	Statistical Basis	Frequency of Analysis	Sample Type	Monitoring Site Number	Notes
Flow	MGD	Max Max	0.355 Report	Monthly Average Quarterly Average	5 Days/Week	Recording Flow Meter with Totalizer	FLW-01	See I.C.4
Percent Capacity, (TMADF/Permitted Capacity) x 100	percent	Max	Report	Quarterly Average	Monthly	Calculated	FLW-01	
BOD, Carbonaceous 5 day, 20C (Influent)	mg/L	Max	Report	Single Sample	Bi-weekly; every 2 weeks	8-hr FPC	INF-01	See I.C.3 and I.C.15
Solids, Total Suspended (Influent)	mg/L	Max	Report	Single Sample	Bi-weekly; every 2 weeks	8-hr FPC	INF-01	See I.C.3 and I.C.15

PERMITTEE: Village of Islamorada
FACILITY: Plantation Key Colony

PERMIT NUMBER: FLA351849-005
EXPIRATION DATE:

2. Samples shall be taken at the monitoring site locations listed in Permit Condition I.C.1. and as described below:

Monitoring Site Number	Description of Monitoring Site
FLW-01	Influent flow meter prior to barscreen.
INF-01	Prior to the barscreen.

3. Influent samples shall be collected so that they do not contain digester supernatant or return activated sludge, or any other plant process recycled waters. [62-601.500(4)]
4. A recording flow meter with totalizer shall be utilized to measure flow and calibrated at least once every 12 months. [62-601.200(17) and .500(6)]
5. Sampling results for giardia and cryptosporidium shall be reported on DEP Form 62-610.300(4)(a)4, Pathogen Monitoring, which is attached to this permit. This form shall be submitted to the Department's South District Office and to DEP's Reuse Coordinator in Tallahassee. [62-610.300(4)(a)]
6. The sample collection, analytical test methods and method detection limits (MDLs) applicable to this permit shall be conducted using a sufficiently sensitive method to ensure compliance with applicable water quality standards and effluent limitations. [62-4.246, 62-160]
7. The permittee shall provide safe access points for obtaining representative influent, reclaimed water, and effluent samples which are required by this permit. [62-601.500(5)]
8. Monitoring requirements under this permit are effective on the first day of the second month following permit issuance. Until such time, the permittee shall continue to monitor and report in accordance with previously effective permit requirements, if any. During the period of operation authorized by this permit, the permittee shall complete and submit to the Department Discharge Monitoring Reports (DMRs) in accordance with the frequencies specified by the REPORT type (i.e. monthly, toxicity, quarterly, semiannual, annual, etc.) indicated on the DMR forms attached to this permit. Monitoring results for each monitoring period shall be submitted in accordance with the associated DMR due dates below.

REPORT Type on DMR	Monitoring Period	Due Date
Monthly or Toxicity	First day of month - last day of month	28 th day of following month
Quarterly	January 1 - March 31	April 28
	April 1 - June 30	July 28
	July 1 - September 30	October 28
	October 1 - December 31	January 28
Semiannual	January 1 - June 30	July 28
	July 1 - December 30	January 28
Annual	January 1 - December 31	January 28

DMRs shall be submitted for each required monitoring period including months of no discharge. The permittee shall make copies of the attached DMR form and shall submit the completed DMR form to the Department's South District Office at the address specified in Permit Condition I.C.13. by the twenty-eighth (28th) of the month following the month of operation.

[62-620.610(18)][62-601.300(1),(2), and (3)]

9. During the period of operation authorized by this permit, reclaimed water or effluent shall be monitored annually for the primary and secondary drinking water standards contained in Chapter 62-550, F.A.C., (except for asbestos, color, odor, and corrosivity). These monitoring results shall be reported to the Department annually on the DMR. During years when a permit is not renewed, a certification stating that no new non-domestic wastewater dischargers have been added to the collection system since the last reclaimed water or

PERMITTEE: Village of Islamorada
FACILITY: Plantation Key Colony WWTF

PERMIT NUMBER: FLA351849
PA FILE NUMBER: FLA351849-005-DW2P/NR

effluent analysis was conducted may be submitted in lieu of the report. The annual reclaimed water or effluent analysis report or the certification shall be completed and submitted in a timely manner so as to be received by the Department's South District Office by June 28 of each year. Approved analytical methods identified in Rule 62-620.100(3)(j), F.A.C., shall be used for the analysis. If no method is included for a parameter, methods specified in Chapter 62-550, F.A.C., shall be used. [62-601.300(4)][62-601.500(3)][62-610.300(4)]

10. The permittee shall submit an Annual Reuse Report using DEP Form 62-610.300(4)(a)2. on or before January 1 of each year. [62-610.870(3)]
11. The operating protocol shall be reviewed and updated periodically to ensure continuous compliance with the minimum treatment and disinfection requirements. Updated operating protocols shall be submitted to the Department's South District Office for review and approval upon revision of the operating protocol and with each permit application. [62-610.320(6) and 62-610.463(2)]
12. The permittee shall maintain an inventory of storage systems. The inventory shall be submitted to the Department's South District Office at least 30 days before reclaimed water will be introduced into any new storage system. The inventory of storage systems shall be attached to the annual submittal of the Annual Reuse Report. [62-610.464(5)]
13. Unless specified otherwise in this permit, all reports and other information required by this permit, including 24-hour notifications, shall be submitted to or reported to, as appropriate, the Department's South District Office at the address specified below:

Florida Department of Environmental Protection South District Branch Office
Marathon Regional Service Center
2796 Overseas Highway, Suite 221
Marathon, Florida 33050-2227

Phone Number - (305)289-2310

FAX Number - (305)289-2314

(All FAX copies and e-mails shall be followed by original copies.)

[62-620.305]

14. All reports and other information shall be signed in accordance with the requirements of Rule 62-620.305, F.A.C. [62-620.305]
15. Influent flow proportioned composite samples for CBOD₅ and total suspended solids shall be taken on the same day, and composite periods shall be at the same time of day that the effluent samples are taken. [62-601.300(6)]

II. RESIDUALS MANAGEMENT REQUIREMENTS

1. The method of residuals use or disposal by this facility is transport to Miami-Dade South District Wastewater Treatment Plant or disposal in a Class I or II solid waste landfill. Transportation of the residuals to an alternative residuals management facility does not require a permit modification. However, use of an alternative residuals management facility requires the submittal of a copy of the agreement pursuant to Rule 62-640.880(1)(c), F.A.C., along with a written notification to the Department at least 30 days before transport of the residuals. [62-620.320(6), 62-640.880(1)]
2. The permittee shall be responsible for proper treatment, management, use, and land application or disposal of its residuals. [62-640.300(5)]
3. The permittee shall not be held responsible for treatment, management, use, or land application violations that occur after its residuals have been accepted by a permitted residuals management facility with which the source

PERMITTEE: Village of Islamorada
FACILITY: Plantation Key Colony WWTF

PERMIT NUMBER: FLA351849
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facility has an agreement in accordance with Rule 62-640.880(1)(c), F.A.C., for further treatment, management, use or land application. [62-640.300(5)]

4. Disposal of residuals, septage, and other solids in a solid waste disposal facility, or disposal by placement on land for purposes other than soil conditioning or fertilization, such as at a monofill, surface impoundment, waste pile, or dedicated site, shall be in accordance with the requirements of Chapter 62-701, F.A.C. [62-640.100(6)(k)3&4]
5. If the permittee intends to accept residuals from other facilities, a permit revision is required pursuant to Rule 62-640.880(2)(d), F.A.C. [62-640.880(2)(d)]
6. The permittee shall keep hauling records to track the transport of residuals between facilities. The hauling records shall contain the following information:

Source Facility

1. Date and Time Shipped
2. Amount of Residuals Shipped
3. Degree of Treatment (if applicable)
4. Name and ID Number of Residuals Management Facility or Treatment Facility
5. Signature of Responsible Party at Source Facility
6. Signature of Hauler and Name of Hauling Firm

Residuals Management Facility or Treatment Facility

1. Date and Time Received
2. Amount of Residuals Received
3. Name and ID Number of Source Facility
4. Signature of Hauler
5. Signature of Responsible Party at Residuals Management Facility or Treatment Facility

These records shall be kept for five years and shall be made available for inspection upon request by the Department. A copy of the hauling records information maintained by the source facility shall be provided upon delivery of the residuals to the residuals management facility or treatment facility. The permittee shall report to the Department within 24 hours of discovery any discrepancy in the quantity of residuals leaving the source facility and arriving at the residuals management facility or treatment facility.

[62-640.880(4)]

7. Storage of residuals or other solids at the permitted facility shall require prior written notification to the Department. [62-640.300(4)]

III. GROUND WATER REQUIREMENTS

1. The Department has determined that groundwater monitoring is no longer necessary for U-001 at this facility.
 - a. Within 90 days of permit issuance, all piezometers and monitoring wells previously part of the approved ground water monitoring plan for U-001 shall be plugged and abandoned in accordance with Rule 62-532.500(4), F.A.C.
 - b. Within 30 days of completion of abandonment, the permittee shall submit to the Department two copies of certification of completion on South Florida Water Management District Well Completion Report Form 0124. The original shall be sent to the South District office in Fort Myers. A copy shall be sent the South District Branch Office in Marathon.
2. The permittee shall give at least 72-hours notice to the Department's South District Office, prior to the installation of any monitoring wells. [62-620.320(6)]
3. Prior to construction of ground water monitoring wells, a soil boring shall be made at each monitoring well location in order to properly determine the well depth and screen interval. [62-520.900(2)]

PERMITTEE: Village of Islamorada
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PA FILE NUMBER: FLA351849-005-DW2P/NR

4. Within 30 days after installation of a monitoring well, the permittee shall submit to the Department's South District Office detailed information on the well's location and construction on the DEP Form 62-520.900(2), Monitor Well Completion Report. [62-532.410 and 62-520.900(2)]
5. All piezometers and monitoring wells not part of the approved ground water monitoring plan are to be plugged and abandoned in accordance with Rule 62-532.500(4), F.A.C., unless future use is intended. [62-532.500(4)]
6. Prior to discharge to R-001, the permittee shall characterize the ground water quality by sampling each well identified in Permit Condition III.10, and submit the results to the Department's South District Office. [62-520.600]
7. For the Part III Public Access system, all ground water quality criteria specified in Chapter 62-520, F.A.C., shall be met at the edge of the zone of discharge. For major users of reclaimed water (i.e., using 0.1 MGD or more), the zone of discharge for Land Application Site R-001 shall extend horizontally 100 feet from the application site and vertically to the base of the surficial aquifer. For other users, the zone of discharge shall extend horizontally to the boundary of the general service area and vertically to the base of the surficial aquifer. [62-520.200(26)] [62-520.465]
8. The ground water minimum criteria specified in Rule 62-520.400 F.A.C., shall be met at the point of discharge. [62-520.400 and 62-520.430]
9. During the period of operation authorized by this permit, the permittee shall continue to sample ground water at the monitoring wells identified in Permit Condition III.10. below in accordance with this permit and the approved ground water monitoring plan prepared in accordance with Rule 62-520.600, F.A.C. [62-520.600] [62-610.463]
10. The following monitoring well shall be sampled for Reuse System R-001.

Monitoring Well ID	Alternate Well Name and/or Description of Monitoring Location	Depth (Feet)	Aquifer Monitored	New or Existing
MWB-83563	Background well located on south side of Founders Park	15.0	Surficial	Existing
MWC-83565	Compliance well located on the north side of the park	15.0	Surficial	Existing
MWI-83564	Intermediate well located on the north side of the southern baseball field	15.0	Surficial	Existing

MWC = Compliance; MWP = Piezometer

[62-520.600] [62-610.463]

11. The following parameters shall be analyzed for each monitoring well identified in Permit Condition III.100. Results shall be reported on the permittee's Discharge Monitoring Report in accordance with Condition I.C.8:

Parameter	Compliance Well Limit	Units	Sample Type	Monitoring Frequency
Water Level Relative to NGVD (NAVD allowable)	Report	ft	In Situ	Quarterly
Nitrogen, Nitrate, Total (as N)	10	mg/L	Grab	Quarterly
Solids, Total Dissolved (TDS)	500	mg/L	Grab	Quarterly
Arsenic, Total Recoverable	10	ug/L	Grab	Quarterly
Chloride (as Cl)	250	mg/L	Grab	Quarterly
Cadmium, Total Recoverable	5	ug/L	Grab	Quarterly

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Parameter	Compliance Well Limit	Units	Sample Type	Monitoring Frequency
Chromium, Total Recoverable	100	ug/L	Grab	Quarterly
Lead, Total Recoverable	15	ug/L	Grab	Quarterly
Coliform, Fecal	0	#/100mL	Grab	Quarterly
Coliform, Total	4	#/100mL	Grab	Quarterly
pH	6.5-8.5	s.u.	In Situ	Quarterly
Sulfate, Total	250	mg/L	Grab	Quarterly
Turbidity	Report	NTU	Grab	Quarterly

[62-520.600(11)(b)] [62-601.300(3), 62-601.700, and Figure 3 of 62-601] [62-601.300(6)] [62-520.310(5)]

12. Water levels shall be recorded before evacuating each well for sample collection. Elevation references shall include the top of the well casing and land surface at each well site (NAVD allowable) at a precision of plus or minus 0.01 foot. [62-520.600(11)(c)] [62-610.463(3)(a)]
13. Ground water monitoring wells shall be purged prior to sampling to obtain representative samples. [62-160.210] [62-601.700(5)]
14. Analyses shall be conducted on unfiltered samples, unless filtered samples have been approved by the Department's South District Office as being more representative of ground water conditions. [62-520.310(5)]
15. Ground water monitoring test results shall be submitted on Part D of Form 62-620.910(10) in accordance with Permit Condition I.C.8. [62-520.600(11)(b)] [62-601.300(3), 62.601.700, and Figure 3 of 62-601] [62-620.610(18)]
16. If any monitoring well becomes damaged or inoperable, the permittee shall notify the Department's South District Office immediately and a detailed written report shall follow within seven days. The written report shall detail what problem has occurred and remedial measures that have been taken to prevent recurrence. All monitoring well design and replacement shall be approved by the Department's South District Office prior to installation. [62-520.600] [62-620.320(6)]

IV. ADDITIONAL REUSE AND LAND APPLICATION REQUIREMENTS

A. Part III Public Access System

1. The reuse system consists of the following users:

User Name	User Type	Capacity (MGD)	Acreage
Founders Park	Athletic Complexes and Parks	0.0312	24
Coral Shores High School and Plantation Key Elementary School	Landscape Irrigation	0.01860	5
San Pedro Church	Landscape Irrigation	0.0039	2
US-1 Corridor and NPK WWTF	Landscape Irrigation	0.0240	21
Totals		0.0777	52

2. Cross-connections to the potable water system are prohibited. [62-610.469(7)]
3. A cross-connection control program shall be implemented and/or remain in effect within the areas where reclaimed water will be provided for use. [62-610.469(7)]

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4. The permittee shall conduct inspections within the reclaimed water service area to verify proper connections, to minimize illegal cross-connections, and to verify the proper use of reclaimed water. Inspections are required when a customer first connects to the reuse distribution system. Subsequent inspections are required as specified in the cross-connection control and inspection program. *[62-610.469(7)(h)]*
5. If a cross-connection between the potable and reclaimed water systems is discovered, the permittee shall:
 - a. Immediately discontinue potable water and/or reclaimed water service to the affected area.
 - b. If the potable water system is contaminated, clear the potable water lines.
 - c. Eliminate the cross-connection.
 - d. Test the affected area for other possible cross-connections.
 - e. Within 24 hours, notify the Department's South District Office's domestic wastewater and drinking water programs.
 - f. Within 5 days of discovery of a cross-connection, submit a written report to the Department's South District Office detailing: a description of the cross-connection, how the cross-connection was discovered, the exact date and time of discovery, approximate time that the cross-connection existed, the location, the cause, steps taken to eliminate the cross-connection, whether reclaimed water was consumed, and reports of possible illness, whether the drinking water system was contaminated and the steps taken to clear the drinking water system, when the cross-connection was eliminated, plan of action for testing for other possible cross-connections in the area, and an evaluation of the cross-connection control and inspection program to ensure that future cross-connections do not occur.

[62-555.350(3) and 62-555.360][62-620.610(20)]

6. Maximum obtainable separation of reclaimed water lines and potable water lines shall be provided and the minimum separation distances specified in Rule 62-610.469(7), F.A.C., shall be provided. Reuse facilities shall be color coded or marked. Underground piping which is not manufactured of metal or concrete shall be color coded using Pantone Purple 522C using light stable colorants. Underground metal and concrete pipe shall be color coded or marked using purple as the predominant color. *[62-610.469(7)]*
7. In constructing reclaimed water distribution piping, the permittee shall maintain a 75-foot setback distance from a reclaimed water transmission facility to public water supply wells. No setback distances are required to other potable water supply wells or to any nonpotable water supply wells. *[62-610.471(3)]*
8. A setback distance of 75 feet shall be maintained between the edge of the wetted area and potable water supply wells, unless the utility adopts and enforces an ordinance prohibiting potable water supply wells within the reuse service area. No setback distances are required to any nonpotable water supply well, to any surface water, to any developed areas, or to any private swimming pools, hot tubs, spas, saunas, picnic tables, barbecue pits, or barbecue grills. *[62-610.471(1), (2), (5), and (7)]*
9. Reclaimed water shall not be used to fill swimming pools, hot tubs, or wading pools. *[62-610.469(4)]*
10. Low trajectory nozzles, or other means to minimize aerosol formation shall be used within 100 feet from outdoor public eating, drinking, or bathing facilities. *[62-610.471(6)]*
11. A setback distance of 100 feet shall be maintained from indoor aesthetic features using reclaimed water to adjacent indoor public eating and drinking facilities. *[62-610.471(8)]*
12. The public shall be notified of the use of reclaimed water. This shall be accomplished by posting of advisory signs in areas where reuse is practiced, notes on scorecards, or other methods. *[62-610.468(2)]*
13. The permittee shall ensure that users of reclaimed water are informed about the origin, nature, and characteristics of reclaimed water; the manner in which reclaimed water can be safely used; and limitations on the use of reclaimed water. Notification is required at the time of initial connection to the reclaimed water

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distribution system and annually after the reuse system is placed into operation. A description of on-going public notification activities shall be included in the Annual Reuse Report. [62-610.468(6)]

14. Routine aquatic weed control and regular maintenance of storage pond embankments and access areas are required. [62-610.414(8)]
15. Overflows from emergency discharge facilities on storage ponds shall be reported as abnormal events in accordance with Permit Condition IX.20. [62-610.800(9)]

V. OPERATION AND MAINTENANCE REQUIREMENTS

A. Staffing Requirements

1. During the period of operation authorized by this permit, the wastewater facilities shall be operated under the supervision of an operator certified in accordance with Chapter 62-602, F.A.C. In accordance with Chapter 62-699, F.A.C., this facility is a Category I, Class C facility and, at a minimum, operators with appropriate certification must be on the site as follows:

A Class C or higher operator 24 hours/day for 7 days/week. The lead/chief operator must be a Class B operator, or higher.

2. The lead/chief operator shall be employed at the plant full time. "Full time" shall mean at least 4 days per week, working a minimum of 35 hours per week, including leave time. A licensed operator shall be on-site and in charge of each required shift for periods of required staffing time when the lead/chief operator is not on-site. An operator meeting the lead/chief operator class for the treatment plant shall be available during all periods of plant operation. "Available" means able to be contacted as needed to initiate the appropriate action in a timely manner. [62-699.311(10), (6) and (1)]
3. An operator meeting the lead/chief operator class for the plant shall be available during all periods of plant operation. "Available" means able to be contacted as needed to initiate the appropriate action in a timely manner. [62-699.311(1)]

B. Capacity Analysis Report and Operation and Maintenance Performance Report Requirements

1. The application to renew this permit shall include an updated capacity analysis report prepared in accordance with Rule 62-600.405, F.A.C. [62-600.405(5)]
2. The application to renew this permit shall include a detailed operation and maintenance performance report prepared in accordance with Rule 62-600.735, F.A.C. [62-600.735(1)]

C. Recordkeeping Requirements

1. The permittee shall maintain the following records and make them available for inspection at the following address: on the site of the permitted facility.
 - a. Records of all compliance monitoring information, including all calibration and maintenance records and all original strip chart recordings for continuous monitoring instrumentation, including, if applicable, a copy of the laboratory certification showing the certification number of the laboratory, for at least three years from the date the sample or measurement was taken;
 - b. Copies of all reports required by the permit for at least three years from the date the report was prepared;
 - c. Records of all data, including reports and documents, used to complete the application for the permit for at least three years from the date the application was filed;
 - d. Monitoring information, including a copy of the laboratory certification showing the laboratory certification number, related to the residuals use and disposal activities for the time period set forth in Chapter 62-640, F.A.C., for at least three years from the date of sampling or measurement;

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- e. A copy of the current permit;
- f. A copy of the current operation and maintenance manual as required by Chapter 62-600, F.A.C.;
- g. A copy of any required record drawings;
- h. Copies of the licenses of the current certified operators; and
- i. Copies of the logs and schedules showing plant operations and equipment maintenance for three years from the date of the logs or schedules. The logs shall, at a minimum, include identification of the plant; the signature and license number of the operator and the signature of the person making any entries; date and time in and out; specific operation and maintenance activities, including any preventive maintenance or repairs made or requested; results of tests performed and samples taken, unless documented on a laboratory sheet; and notation of any notification or reporting completed in accordance with Rule 62-602.650(3), F.A.C. The logs shall be maintained on-site in a location accessible to 24-hour inspection, protected from weather damage, and current to the last operation and maintenance performed.

[62-620.350, 62-602.650]

VI. SCHEDULES

1. If the permittee wishes to continue operation of this wastewater facility after the expiration date of this permit, the permittee shall submit an application for renewal no later than one-hundred and eighty days (180) prior to the expiration date of this permit. Application shall be made using the appropriate forms listed in Rule 62-620.910, F.A.C., including submittal of the appropriate processing fee set forth in Rule 62-4.050, F.A.C. *[62-620.335(1) and (2)]*
2. The permittee shall obtain Department approval prior to placing the reuse system into operation DEP Form 62-610.300(4)(a)3. The permittee shall submit the operating protocol at that time. *[612-610.800(7)(a)]*

VII. INDUSTRIAL PRETREATMENT PROGRAM REQUIREMENTS

This facility is not required to have a pretreatment program at this time. *[62-625.500]*

VIII. OTHER SPECIFIC CONDITIONS

1. In the event that the treatment facilities or equipment no longer function as intended, are no longer safe in terms of public health and safety, or odor, noise, aerosol drift, or lighting adversely affects neighboring developed areas at the levels prohibited by Rule 62-600.400(2)(a), F.A.C., corrective action (which may include additional maintenance or modifications of the permitted facilities) shall be taken by the permittee. Other corrective action may be required to ensure compliance with rules of the Department. Additionally, the treatment, management, use or land application of residuals shall not cause a violation of the odor prohibition in Rule 62-296.320(2), F.A.C. *[62-600.410(8) and 62-640.400(6)]*
2. The deliberate introduction of stormwater in any amount into collection/transmission systems designed solely for the introduction (and conveyance) of domestic/industrial wastewater; or the deliberate introduction of stormwater into collection/transmission systems designed for the introduction or conveyance of combinations of storm and domestic/industrial wastewater in amounts which may reduce the efficiency of pollutant removal by the treatment plant is prohibited, except as provided by Rule 62-610.472, F.A.C. *[62-604.130(3)]*
3. Collection/transmission system overflows shall be reported to the Department in accordance with Permit Condition IX. 20. *[62-604.550] [62-620.610(20)]*
4. The operating authority of a collection/transmission system and the permittee of a treatment plant are prohibited from accepting connections of wastewater discharges which have not received necessary pretreatment or which contain materials or pollutants (other than normal domestic wastewater constituents):
 - a. Which may cause fire or explosion hazards; or

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- b. Which may cause excessive corrosion or other deterioration of wastewater facilities due to chemical action or pH levels; or
- c. Which are solid or viscous and obstruct flow or otherwise interfere with wastewater facility operations or treatment; or
- d. Which result in the wastewater temperature at the introduction of the treatment plant exceeding 40°C or otherwise inhibiting treatment; or
- e. Which result in the presence of toxic gases, vapors, or fumes that may cause worker health and safety problems.

[62-604.130(5)]

5. The treatment facility, storage ponds for Part II systems, rapid infiltration basins, and/or infiltration trenches shall be enclosed with a fence or otherwise provided with features to discourage the entry of animals and unauthorized persons. [62-600.400(2)(b)]
6. Screenings and grit removed from the wastewater facilities shall be collected in suitable containers and hauled to a Department approved Class I landfill or to a landfill approved by the Department for receipt/disposal of screenings and grit. [62-701.300(1)(a)]
7. Where required by Chapter 471 or Chapter 492, F.S., applicable portions of reports that must be submitted under this permit shall be signed and sealed by a professional engineer or a professional geologist, as appropriate. [62-620.310(4)]
8. The permittee shall provide verbal notice to the Department's South District Office as soon as practical after discovery of a sinkhole or other karst feature within an area for the management or application of wastewater, wastewater residuals (sludges), or reclaimed water. The permittee shall immediately implement measures appropriate to control the entry of contaminants, and shall detail these measures to the Department's South District Office in a written report within 7 days of the sinkhole discovery. [62-620.320(6)]
9. The permittee shall provide adequate notice to the Department of the following:
 - a. Any new introduction of pollutants into the facility from an industrial discharger which would be subject to Chapter 403, F.S., and the requirements of Chapter 62-620, F.A.C., if it were directly discharging those pollutants; and
 - b. Any substantial change in the volume or character of pollutants being introduced into that facility by a source which was identified in the permit application and known to be discharging at the time the permit was issued.

Adequate notice shall include information on the quality and quantity of effluent introduced into the facility and any anticipated impact of the change on the quantity or quality of effluent or reclaimed water to be discharged from the facility.

[62-620.625(2)]

IX. GENERAL CONDITIONS

1. The terms, conditions, requirements, limitations, and restrictions set forth in this permit are binding and enforceable pursuant to Chapter 403, Florida Statutes. Any permit noncompliance constitutes a violation of Chapter 403, Florida Statutes, and is grounds for enforcement action, permit termination, permit revocation and reissuance, or permit revision. [62-620.610(1)]
2. This permit is valid only for the specific processes and operations applied for and indicated in the approved drawings or exhibits. Any unauthorized deviations from the approved drawings, exhibits, specifications, or conditions of this permit constitutes grounds for revocation and enforcement action by the Department. [62-620.610(2)]

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3. As provided in Subsection 403.087(6), F.S., the issuance of this permit does not convey any vested rights or any exclusive privileges. Neither does it authorize any injury to public or private property or any invasion of personal rights, nor authorize any infringement of federal, state, or local laws or regulations. This permit is not a waiver of or approval of any other Department permit or authorization that may be required for other aspects of the total project which are not addressed in this permit. [62-620.610(3)]
4. This permit conveys no title to land or water, does not constitute state recognition or acknowledgment of title, and does not constitute authority for the use of submerged lands unless herein provided and the necessary title or leasehold interests have been obtained from the State. Only the Trustees of the Internal Improvement Trust Fund may express State opinion as to title. [62-620.610(4)]
5. This permit does not relieve the permittee from liability and penalties for harm or injury to human health or welfare, animal or plant life, or property caused by the construction or operation of this permitted source; nor does it allow the permittee to cause pollution in contravention of Florida Statutes and Department rules, unless specifically authorized by an order from the Department. The permittee shall take all reasonable steps to minimize or prevent any discharge, reuse of reclaimed water, or residuals use or disposal in violation of this permit which has a reasonable likelihood of adversely affecting human health or the environment. It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit. [62-620.610(5)]
6. If the permittee wishes to continue an activity regulated by this permit after its expiration date, the permittee shall apply for and obtain a new permit. [62-620.610(6)]
7. The permittee shall at all times properly operate and maintain the facility and systems of treatment and control, and related appurtenances, that are installed and used by the permittee to achieve compliance with the conditions of this permit. This provision includes the operation of backup or auxiliary facilities or similar systems when necessary to maintain or achieve compliance with the conditions of the permit. [62-620.610(7)]
8. This permit may be modified, revoked and reissued, or terminated for cause. The filing of a request by the permittee for a permit revision, revocation and reissuance, or termination, or a notification of planned changes or anticipated noncompliance does not stay any permit condition. [62-620.610(8)]
9. The permittee, by accepting this permit, specifically agrees to allow authorized Department personnel, including an authorized representative of the Department and authorized EPA personnel, when applicable, upon presentation of credentials or other documents as may be required by law, and at reasonable times, depending upon the nature of the concern being investigated, to:
 - a. Enter upon the permittee's premises where a regulated facility, system, or activity is located or conducted, or where records shall be kept under the conditions of this permit;
 - b. Have access to and copy any records that shall be kept under the conditions of this permit;
 - c. Inspect the facilities, equipment, practices, or operations regulated or required under this permit; and
 - d. Sample or monitor any substances or parameters at any location necessary to assure compliance with this permit or Department rules.[62-620.610(9)]
10. In accepting this permit, the permittee understands and agrees that all records, notes, monitoring data, and other information relating to the construction or operation of this permitted source which are submitted to the Department may be used by the Department as evidence in any enforcement case involving the permitted source arising under the Florida Statutes or Department rules, except as such use is proscribed by Section 403.111, F.S., or Rule 62-620.302, F.A.C. Such evidence shall only be used to the extent that it is consistent with the Florida Rules of Civil Procedure and applicable evidentiary rules. [62-620.610(10)]
11. When requested by the Department, the permittee shall within a reasonable time provide any information required by law which is needed to determine whether there is cause for revising, revoking and reissuing, or

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terminating this permit, or to determine compliance with the permit. The permittee shall also provide to the Department upon request copies of records required by this permit to be kept. If the permittee becomes aware of relevant facts that were not submitted or were incorrect in the permit application or in any report to the Department, such facts or information shall be promptly submitted or corrections promptly reported to the Department. [62-620.610(11)]

12. Unless specifically stated otherwise in Department rules, the permittee, in accepting this permit, agrees to comply with changes in Department rules and Florida Statutes after a reasonable time for compliance; provided, however, the permittee does not waive any other rights granted by Florida Statutes or Department rules. A reasonable time for compliance with a new or amended surface water quality standard, other than those standards addressed in Rule 62-302.500, F.A.C., shall include a reasonable time to obtain or be denied a mixing zone for the new or amended standard. [62-620.610(12)]
13. The permittee, in accepting this permit, agrees to pay the applicable regulatory program and surveillance fee in accordance with Rule 62-4.052, F.A.C. [62-620.610(13)]
14. This permit is transferable only upon Department approval in accordance with Rule 62-620.340, F.A.C. The permittee shall be liable for any noncompliance of the permitted activity until the transfer is approved by the Department. [62-620.610(14)]
15. The permittee shall give the Department written notice at least 60 days before inactivation or abandonment of a wastewater facility or activity and shall specify what steps will be taken to safeguard public health and safety during and following inactivation or abandonment. [62-620.610(15)]
16. The permittee shall apply for a revision to the Department permit in accordance with Rules 62-620.300, F.A.C., and the Department of Environmental Protection Guide to Permitting Wastewater Facilities or Activities Under Chapter 62-620, F.A.C., at least 90 days before construction of any planned substantial modifications to the permitted facility is to commence or with Rule 62-620.325(2), F.A.C., for minor modifications to the permitted facility. A revised permit shall be obtained before construction begins except as provided in Rule 62-620.300, F.A.C. [62-620.610(16)]
17. The permittee shall give advance notice to the Department of any planned changes in the permitted facility or activity which may result in noncompliance with permit requirements. The permittee shall be responsible for any and all damages which may result from the changes and may be subject to enforcement action by the Department for penalties or revocation of this permit. The notice shall include the following information:
 - a. A description of the anticipated noncompliance;
 - b. The period of the anticipated noncompliance, including dates and times; and
 - c. Steps being taken to prevent future occurrence of the noncompliance.[62-620.610(17)]
18. Sampling and monitoring data shall be collected and analyzed in accordance with Rule 62-4.246 and Chapters 62-160, 62-601, and 62-610, F.A.C., and 40 CFR 136, as appropriate.
 - a. Monitoring results shall be reported at the intervals specified elsewhere in this permit and shall be reported on a Discharge Monitoring Report (DMR), DEP Form 62-620.910(10), or as specified elsewhere in the permit.
 - b. If the permittee monitors any contaminant more frequently than required by the permit, using Department approved test procedures, the results of this monitoring shall be included in the calculation and reporting of the data submitted in the DMR.
 - c. Calculations for all limitations which require averaging of measurements shall use an arithmetic mean unless otherwise specified in this permit.
 - d. Except as specifically provided in Rule 62-160.300, F.A.C., any laboratory test required by this permit shall be performed by a laboratory that has been certified by the Department of Health Environmental

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Laboratory Certification Program (DOH ELCP). Such certification shall be for the matrix, test method and analyte being measured to comply with this permit. For domestic wastewater facilities, testing for parameters listed in Rule 62-160.300(4), F.A.C., shall be conducted under the direction of a certified operator.

- e. Field activities including on-site tests and sample collection shall follow the applicable standard operating procedures described in DEP-SOP-001/01 adopted by reference in Chapter 62-160, F.A.C.
- f. Alternate field procedures and laboratory methods may be used where they have been approved in accordance with Rules 62-160.220, and 62-160.330, F.A.C.

[62-620.610(18)]

- 19. Reports of compliance or noncompliance with, or any progress reports on, interim and final requirements contained in any compliance schedule detailed elsewhere in this permit shall be submitted no later than 14 days following each schedule date. [62-620.610(19)]

- 20. The permittee shall report to the Department's South District District Office any noncompliance which may endanger health or the environment. Any information shall be provided orally within 24 hours from the time the permittee becomes aware of the circumstances. A written submission shall also be provided within five days of the time the permittee becomes aware of the circumstances. The written submission shall contain: a description of the noncompliance and its cause; the period of noncompliance including exact dates and time, and if the noncompliance has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent recurrence of the noncompliance.

- a. The following shall be included as information which must be reported within 24 hours under this condition:

- (1) Any unanticipated bypass which causes any reclaimed water or effluent to exceed any permit limitation or results in an unpermitted discharge,
- (2) Any upset which causes any reclaimed water or the effluent to exceed any limitation in the permit,
- (3) Violation of a maximum daily discharge limitation for any of the pollutants specifically listed in the permit for such notice, and
- (4) Any unauthorized discharge to surface or ground waters.

- b. Oral reports as required by this subsection shall be provided as follows:

- (1) For unauthorized releases or spills of treated or untreated wastewater reported pursuant to subparagraph (a)4. that are in excess of 1,000 gallons per incident, or where information indicates that public health or the environment will be endangered, oral reports shall be provided to the STATE WARNING POINT TOLL FREE NUMBER (800) 320-0519, as soon as practical, but no later than 24 hours from the time the permittee becomes aware of the discharge. The permittee, to the extent known, shall provide the following information to the State Warning Point:

- (a) Name, address, and telephone number of person reporting;
- (b) Name, address, and telephone number of permittee or responsible person for the discharge;
- (c) Date and time of the discharge and status of discharge (ongoing or ceased);
- (d) Characteristics of the wastewater spilled or released (untreated or treated, industrial or domestic wastewater);
- (e) Estimated amount of the discharge;
- (f) Location or address of the discharge;
- (g) Source and cause of the discharge;
- (h) Whether the discharge was contained on-site, and cleanup actions taken to date;
- (i) Description of area affected by the discharge, including name of water body affected, if any; and
- (j) Other persons or agencies contacted.

- (2) Oral reports, not otherwise required to be provided pursuant to subparagraph b.1 above, shall be provided to the Department's South District Office within 24 hours from the time the permittee becomes aware of the circumstances.

- c. If the oral report has been received within 24 hours, the noncompliance has been corrected, and the noncompliance did not endanger health or the environment, the Department's South District Office shall waive the written report.

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21. The permittee shall report all instances of noncompliance not reported under Permit Conditions IX.17., IX.18. or IX.19. of this permit at the time monitoring reports are submitted. This report shall contain the same information required by Permit Condition IX.20. of this permit. [62-620.610(21)]

22. Bypass Provisions.

- a. "Bypass" means the intentional diversion of waste streams from any portion of a treatment works.
- b. Bypass is prohibited, and the Department may take enforcement action against a permittee for bypass, unless the permittee affirmatively demonstrates that:
 - (1) Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage; and
 - (2) There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance; and
 - (3) The permittee submitted notices as required under Permit Condition IX.22.b. of this permit.
- c. If the permittee knows in advance of the need for a bypass, it shall submit prior notice to the Department, if possible at least 10 days before the date of the bypass. The permittee shall submit notice of an unanticipated bypass within 24 hours of learning about the bypass as required in Permit Condition IX.20. of this permit. A notice shall include a description of the bypass and its cause; the period of the bypass, including exact dates and times; if the bypass has not been corrected, the anticipated time it is expected to continue; and the steps taken or planned to reduce, eliminate, and prevent recurrence of the bypass.
- d. The Department shall approve an anticipated bypass, after considering its adverse effect, if the permittee demonstrates that it will meet the three conditions listed in Permit Condition IX.22.a.1. through 3. of this permit.
- e. A permittee may allow any bypass to occur which does not cause reclaimed water or effluent limitations to be exceeded if it is for essential maintenance to assure efficient operation. These bypasses are not subject to the provisions of Permit Condition IX.22.a. through c. of this permit.

[62-620.610(22)]

23. Upset Provisions.

- a. "Upset" means an exceptional incident in which there is unintentional and temporary noncompliance with technology-based effluent limitations because of factors beyond the reasonable control of the permittee.
 - (1) An upset does not include noncompliance caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, careless or improper operation.
 - (2) An upset constitutes an affirmative defense to an action brought for noncompliance with technology based permit effluent limitations if the requirements of upset provisions of Rule 62-620.610, F.A.C., are met.
- b. A permittee who wishes to establish the affirmative defense of upset shall demonstrate, through properly signed contemporaneous operating logs, or other relevant evidence that:
 - (1) An upset occurred and that the permittee can identify the cause of the upset;
 - (2) The permitted facility was at the time being properly operated;
 - (3) The permittee submitted notice of the upset as required in Permit Condition IX.20. of this permit; and
 - (4) The permittee complied with any remedial measures required under Permit Condition IX.5. of this permit.
- c. In any enforcement proceeding, the burden of proof for establishing the occurrence of an upset rests with the permittee.
- d. Before an enforcement proceeding is instituted, no representation made during the Department review of a claim that noncompliance was caused by an upset is final agency action subject to judicial review.

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[62-620.610(23)]

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X. INJECTION WELLS:

1. GENERAL CRITERIA

- a. The permittee shall be aware of and operate under the General Conditions of Florida Administrative Code, (F.A.C.), Rule 62-528.307(1), (a) through (x), and 62-528.307(3)(a) through (e). These General Conditions are binding upon the permittee and enforceable pursuant to Chapter 403 of the Florida Statutes.
- b. Any permit noncompliance constitutes a violation of the Safe Drinking Water Act and is grounds for enforcement action; for permit termination, revocation and reissuance, or modification; or for denial of a permit renewal application.
- c. It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit.
- d. The permittee shall take all reasonable steps to minimize or correct any adverse impact on the environment resulting from noncompliance with this permit.
- e. 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.
- f. This permit may be modified, revoked and reissued, or terminated for cause. The filing of a request by the permittee for a permit modification, revocation or reissuance, or termination, or a notification of planned changes or anticipated noncompliance, does not stay any permit condition.
- g. When requested by the Department, the permittee shall furnish, within the time specified, any information needed to determine whether cause exists for modifying, revoking and reissuing, or terminating this permit, or to determine compliance with this permit.
- h. Signatories and Certification Requirements
 1. All reports and other submittals required to comply with this permit shall be signed by a person authorized under Rules 62-528.340(1) or (2), F.A.C.
 2. In accordance with Rule 62-528.340(4), F.A.C., all reports shall contain 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 upon my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the 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."
- i. The permittee shall notify the Department and obtain approval prior to any work within the well, physical alterations or additions to the injection or monitor well, including removal of the wellhead.(includes well clean out or other well rehabilitation type work)
- j. The permittee shall give advance notice to the Department of any planned changes in the permitted facility or injection activity that may result in noncompliance with permit requirements.
 1. The permittee shall report any noncompliance that may endanger health or the environment, to include:

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2. Any monitoring or other information which indicates that any contaminant may cause an endangerment to an underground source of drinking water; or to adjacent surface waters, or
3. Any noncompliance with a permit condition or malfunction of the injection system that may cause fluid migration into or between underground sources of drinking water or adjacent surface waters.
- k. Any information shall be provided orally within 24 hours from the time the permittee becomes aware of the circumstances. A written submission shall also be provided within 5 days of the time the permittee becomes aware of the circumstances. The written submission shall contain a description of the noncompliance and its cause, the period of noncompliance, including exact dates and times, and if the noncompliance has not been corrected, the anticipated time it is expected to continue; and the steps taken or planned to reduce, eliminate, and prevent reoccurrence of the noncompliance.
- l. No underground injection is allowed that causes or allows movement of fluid into an underground source of drinking water.
- m. The permittee shall retain all records of all monitoring information concerning the nature and composition of injected fluid until five years after completion of any plugging and abandonment procedures specified under Rule 62-528.435, F.A.C. The permittee shall deliver the records to the Department office that issued the permit at the conclusion of the retention period unless the permittee elects to continue retention of the records.

2. OPERATING REQUIREMENTS

- a. Injection of any fluids or materials, other than those permitted, into the disposal wells(s) will constitute a violation of this permit and shall constitute cause for permit revocation and possible enforcement action for water quality violations.
- b. Injection into the well shall not exceed a peak hourly flow rate of 246.5 gallons per minute (0.355 MGD Peak Day Flow). Flow to the wellhead shall be measured with a properly calibrated flow meter(s) or such other devices as provided for in this facility's wastewater treatment permit.
- c. In the event the permittee is temporarily unable to comply with any of the conditions of a permit due to breakdown of equipment, power outages, destruction by hazard of fire, wind, or by other cause, the permittee of the facility shall notify the Department.
- d. Notification shall be made in person, by telephone, or by electronic mail within 24 hours of breakdown or malfunction to the South District office.
- e. A written report of any noncompliance referenced in Specific Condition 2.c above shall be submitted to the South District and Tallahassee offices within five days after its occurrence. The report shall describe the nature and cause of the breakdown or malfunction, the steps being taken or planned to be taken to correct the problem and prevent its reoccurrence, emergency procedures in use pending correction of the problem, and the time when the facility will again be operating in accordance with permit conditions.
- f. The permittee shall calibrate all pressure gauges, flow meters, chart recorders, and other related equipment associated with the injection well system on the same basis as is required by the facility wastewater permit. The permittee shall maintain all monitoring equipment and shall ensure that the monitoring equipment is calibrated and in proper operating condition at all times. Laboratory equipment, methods, and quality control will follow EPA guidelines as expressed in Standard Methods for the Examination of Water and Wastewater. The pressure gauges, flow meters, and chart recorders, as applicable to this facility, shall be calibrated using standard engineering methods. Calibration records shall be kept by the permittee at the permitted facility and be available for inspection by Department personnel upon request.
- g. In the event a well must be plugged or abandoned, the permittee shall obtain a permit from the Department as required by Chapter 62-528, Florida Administrative Code. Within 180 days of well abandonment, the permittee shall submit to the Department and the TAC the proposed plugging method, pursuant to Rule

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62-528.460, F.A.C. When no longer used for their intended purpose, these wells shall be properly plugged and abandoned.

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3. TESTING AND REPORTING REQUIREMENTS

- a. The injection system shall be monitored in accordance with Rule 62-528.615(2), F.A.C. The following injection well performance data shall be recorded and reported in a Monthly Operating Report as indicated below. Samples and measurements taken for the purpose of monitoring shall be representative of the monitored activity.

INJECTION WELLS:

The specifications for the injection wells are as follows:

<i>Casing Diameter and Type</i>	<i>Depth Cased (ft bls)</i>	<i>Open Hole Interval (feet bls)</i>
6" Sch 40 PVC	60'	From 60 to 90

The injection wells shall be monitored in accordance with the parameters and frequencies listed below. The flow rate shall be recorded continuously or as required by the facility wastewater permit in accordance with Rule

62-528.615(2), F.A.C. All samples shall be collected and analyzed in accordance with the quality assurance requirements of Chapter 62-160, F.A.C. The report shall include the following data:

<i>Parameters</i>	<i>Reporting Frequency</i>
Daily Flow Rate (gpm)	Daily/Monthly
Maximum Peak Hourly Flow Rate (For non-continuous recorders please substitute Average Hourly Flow for the Peak Hourly Flow Rate. Average Hourly Flow = Daily Flow Rate ÷ 24)	Daily/Monthly
Minimum Total Residual Chlorine (mg/L)	Daily/Monthly
Total Volume WWTP Effluent Injected (gallons)	Daily/Monthly

WWTP Effluent Water Quality

<i>Parameters</i>	<i>Reporting Frequency</i>
pH (std. Units)	Monthly
Total Nitrogen (TN) (mg/L)	Monthly
Total Phosphorus (mg/L)	Monthly
CBOD ₅ (mg/L)	Monthly
Solids, Total Suspended (mg/L)	Monthly
Fecal Coliform	Monthly

- b. In accordance with Rule 62-528.615(2), F.A.C. the permittee shall submit to the Department the results of all monitoring data collected no later than the last day of the month immediately following the end of the month of record. The results shall be sent to the Department of Environmental Protection, South District Office, P.O. Box 2549, Fort Myers, Florida 33902-2549. The results shall be submitted in the same manner and on the same forms as required by the facility wastewater permit

4. UIC PROGRAM DISPOSAL WELL PERMIT RENEWAL

- a. In accordance with Rules 62-4.090(1) and 62-528.455(3)(a), F.A.C., the permittee shall submit an application for renewal of the existing injection well system operating permit (a minimum of 5 copies) with

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the applicable fee at least 60 days prior to the expiration of this operation permit. The application for renewal shall include the items listed in Rule 62-528.455(3)(b), F.A.C.

5. EMERGENCY DISPOSAL

- a. All applicable federal, state and local permits must be in place to allow for any alternate discharges due to emergency or planned outage conditions.
- b. Any changes in emergency disposal methods must be submitted for Technical Advisory Committee (TAC) review and Department approval.
- c. The permittee shall notify the local office of the Department within 24 hours in the event the emergency discharge has been used. The notification should include the reason for using the emergency discharge, the duration of the discharge, and the volume discharged. Written notification shall be provided within 5 days after its occurrence.
- d. The permittee is reminded of the necessity to comply with the pertinent regulations of any other regulatory agency, as well as any county, municipal, and federal regulations applicable to the project. These regulations may include, but are not limited to, those of the Federal Emergency Management Agency in implementing flood control measures. This permit should not be construed to imply compliance with the rules and regulations of other regulatory agencies.

Executed in Fort Myers, Florida

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION



Jon M. Iglehart
Director of District Management

DATE: October 5, 2009

APPENDIX 24

TRENCH SAFETY COMPLIANCE STATEMENT

The Company acknowledges that the Florida Trench Safety Act, Section 553.60 et. seq., Florida Statutes, which became effective October 1, 1990, shall be in effect during the period of Design/Build and construction of the Project. The Company, by signing and submitting its Proposal and this Agreement in writing, assures and confirms that it will perform any trench excavation in accordance with the Florida Trench Safety Act and all applicable trench safety standards. The Company further acknowledges that the costs of compliance is included in the Design/Build Price, and that compliance with the applicable trench safety standards as well as the methods of compliance were included in its proposal for the Project:

The Company is, and the Village and Owner's Representative are not, responsible to review or assess Company's safety precautions, programs or costs, or the means, methods, techniques or technique adequacy, reasonableness of cost, sequences or procedures of any safety precaution, program or cost, including but not limited to, compliance with any and all requirements of Florida Statute Section 553.60 et. seq. cited as the "Trench Safety Act". The Company is, and the Village, Owner's Representative and Consultants are not, responsible to determine if any safety or safety related standards apply to the project, including but not limited to, the "Trench Safety Act."

COMPANY:

REYNOLDS WATER ISLAMORADA, LLC, a
Delaware limited liability company

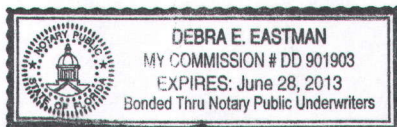
By: *Mark J. Accetturo*
Name: MARK J. ACCETTURO
Title: PRESIDENT

The foregoing instrument was acknowledged before me this 26th day of August, 2012,
by Mark Accetturo, the President of Reynolds Water Islamorada,
LLC, a Delaware limited liability company, who (check one) [] is personally known to me or ☒ has
produced a Florida drivers license as identification.

Georgia

My Commission Expires:

Debra Eastman
Notary Public, State of Florida
Print Name: Debra Eastman



[Handwritten signature]
mn