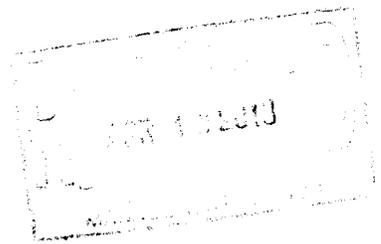


SCANNED
MAR 07 2014

CITY OF TUSCALOOSA
PHASE II STORMWATER PROGRAM

2012 – 2013 ANNUAL REPORT

4/12/2013



CITY OF TUSCALOOSA

OFFICE OF THE CITY ENGINEER

A. STORMWATER MANAGEMENT MISSION STATEMENT

The City of Tuscaloosa will develop and implement an efficient and effective Stormwater Management Plan (SWMP) to reduce the discharge of pollutants from the City MS4 to the maximum extent practicable. Through existing and modified local ordinances and technical standards, the City will require and promote the use of Low Impact Development/Green Infrastructure techniques for both new development and redevelopment. This guiding philosophy will effectively reduce runoff quantity and improve water quality through both a net reduction of impervious area and enhanced infiltration of stormwater discharges.

The City will inform the Public concerning the impacts of stormwater pollution and educate the Public about individual actions that can reduce contaminated discharges. The City will provide opportunities for Public input and involvement.

The City will identify and eliminate illicit discharges through a comprehensive outfall mapping and wet and dry-weather inspection program.

The City will inspect construction sites both during and after construction and enforce existing and modified ordinances to reduce or eliminate erosion and associated pollutant discharges.

The City will develop Stormwater Pollution Prevention Plans for all Municipal Operations to reduce contaminated runoff from all public streets and facilities.

The City will continuously evaluate the SWMP and modify the plan as necessary to maximize pollutant reduction and eliminate ineffective measures.

The person responsible for the implementation of the overall SWMP is as follows:

Chad P. Christian, P.E., CFM
Storm Drainage Engineer
P.O. Box 2089
Tuscaloosa, AL 35403
(205) 248-5384
cchristian@tuscaloosa.com

B. MINIMUM CONTROL MEASURES

B.1 PUBLIC EDUCATION AND OUTREACH ON STORMWATER IMPACTS

The City of Tuscaloosa will engage in a continuous Stormwater Education Campaign to educate and include the public in stormwater management. We will use a combination of a website, brochures, seminars, newspaper ads, and radio and television spots to maximize our outreach efforts. We will also tailor aspects of the campaign to reach the following target audiences:

- General Public/Homeowners
 - May contribute to pollution through littering, pet waste disposal, poor vehicle washing and maintenance practices, and improper lawn fertilization.
- Local Businesses
 - May contribute to pollution through improper use and storage of chemicals and poor parking lot maintenance practices.
- Landscapers and Property Managers
 - May contribute to pollution through improper lawn fertilization and illegal dumping of grass clippings and woody debris.
- Engineers, Planners and Review Staff
 - May reduce pollution by ensuring development plans incorporate Low Impact Design techniques at the earliest possible stage and ensure adequate BMP Plans are in place for erosion and sedimentation control.
- Contractors
 - May contribute to pollution through poor construction techniques and inadequate maintenance of structural BMPs.

The Education Campaign is intended to address all pollutants of concern:

- Nutrients (Fertilizer Usage)
- Sediment (Construction Activity)
- Pathogens (Pet Waste Disposal)
- Hydrocarbons (Vehicle Maintenance and Parking Lot Runoff)
- Metals (Vehicle Maintenance)
- Debris (Grass Clipping/Limb Disposal and Littering)

PUBLIC EDUCATION AND OUTREACH BMPs

BMP	DESCRIPTION	ANNUAL REPORT	NOTES
STORMWATER PHASE II WEBSITE	WEBSITE FOR STORMWATER INFORMATION AND COMPLAINTS	COMPLETED www.ttownstormwater.com WEBSITE UP AND RUNNING	PROVIDE LINKS TO ANNUAL REPORTS AND SWMP
STORMWATER EDUCATION BROCHURE	UPDATE, PRINT AND DISTRIBUTE STORMWATER EDUCATION BROCHURE	COMPLETED PRINTED 3000 COPIES RECEIVED 8/13/12	USE FOR COMMUNITY MEETINGS, SEMINARS
STORMWATER SEMINARS	TARGETED EDUCATIONAL SEMINARS	COMPLETED BMP TRAINING FOR CITY BUILDING INSPECTORS ON 1/23/2013 BMP TRAINING HELD FOR CONTRACTORS AT UA (07/24/2012) PROVINCE (07/30/2012) BOJANGLES (8/22/2012) AUTO ZONE (08/22/2012)	PROVIDE TRAINING SEMINARS FOR DESIGNERS, INSPECTORS AND CONTRACTORS
STORMWATER AD CAMPAIGN	RADIO, TV AND NEWSPAPER ADS	COMPLETED	HIRE PR FIRM TO DESIGN AND IMPLEMENT ADS
WEBSITE AND PHONE SURVEY	ASSESS PUBLIC AWARENESS	REQUEST TO MOVE BACK TO SUMMER 2013	REPEAT ANNUALLY TO GAUGE SUCCESS
STORMWATER LEAFLET	WATER BILL INSERT	COMPLETED INSERTED INTO THE NOVEMBER WATER BILLS 45,700 CUSTOMERS	MASS MAILOUT TO TARGET GENERAL PUBLIC

We plan to evaluate the success of the Public Education and Outreach program by conducting an annual website and telephone survey to track the level of public awareness of stormwater management as related to water quality improvement.

B.2 PUBLIC INVOLVEMENT AND PARTICIPATION

The City of Tuscaloosa will engage and involve the general public in the implementation and refinement of the SWMP by soliciting feedback and providing opportunities for direct action. We will attempt to reach the following target audiences:

- General Public/Homeowners
 - May contribute input through the website or 311 system and may participate directly in lake clean-ups, volunteer monitoring and storm drain stenciling.
- Local Businesses
 - May participate by sponsoring lake or stream cleanups.
- Homeowner’s Associations
 - May participate by adopting a local stream segment.
- Schools
 - May participate by adopting a stream segment or stenciling storm drains.
- Watershed Organizations
 - May participate through volunteer monitoring and illicit discharge reporting.

PUBLIC INVOLVEMENT AND PARTICIPATION BMPs

BMP	DESCRIPTION	ANNUAL REPORT	NOTES
STORMWATER PHASE II WEBSITE	SOLICIT PUBLIC INPUT ON SWMP, ALLOW EASY REPORTING OF DUMPING OR ILLICIT DISCHARGES	COMPLETED www.ttownstormwater.com WEBSITE UP AND RUNNING	PROVIDE ONLINE REGISTRATION FOR LAKE AND STREAM CLEANUPS AND DRAIN STENCILING PROGRAM
STORMWATER AD CAMPAIGN	RADIO, TV AND NEWSPAPER ADS	COMPLETED WON ADDY AWARD FOR BEST AD CAMPAIGN	ADVERTISE LAKE AND STREAM CLEANUPS

VOLUNTEER MONITORING	WORK WITH WATERSHED GROUPS TO PROVIDE MONITORING ASSISTANCE	CURRENTLY MEETING WITH THE BLACK WARRIOR CLEAN WATER PARTNERSHIP – NORTH RIVER PROJECT COMMITTEE (LOWER SUB-BASIN) MONTHLY	REQUIRE ALABAMA WATERWATCH CERTIFICATION
LAKE/STREAM CLEANUPS	ANNUAL LAKE TUSCALOOSA CLEANUP	COMPLETED 5/5/12 & 2013 FESTIVAL APRIL 4 TH , 5 TH , & 6 TH OVER 450 CHILDREN SEE WEBSITE	GAUGE PUBLIC INTEREST AND ADD STREAM CLEANUPS AS WARRANTED
STORM DRAIN STENCILING	INSTITUTE STENCILING PROGRAM	REQUEST TO BE MOVED TO AUGUST 2013 / THE START OF THE NEW SCHOOL YEAR	RECRUIT SCHOOL AND YOUTH GROUPS AND GENERAL PUBLIC
TUSCALOOSA 311	EXISTING SYSTEM PROVIDING “ONE CALL” ACCESS TO CITY GOVERNMENT	EXISTING	HOTLINE FOR PROVIDING SWMP INPUT OR REPORTING ILLICIT DISCHARGES

The success of the Public Involvement and Participation program will be tracked through the annual survey responses as well as a year-to-year comparison of participation levels in the lake/stream cleanup and drain stenciling programs.

B.3 ILLICIT DISCHARGE DETECTION AND ELIMINATION

The City of Tuscaloosa has implemented an illicit discharge detection and elimination (IDDE) program to identify and eliminate illicit discharges to the MS4. Moving forward, the City will strengthen and expand its IDDE program.

IDDE PROGRAM BMPs

BMP	DESCRIPTION	ANNUAL REPORT	NOTES
STORMWATER OUTFALL MAP	COMPLETE STORMWATER OUTFALL GIS LAYER (45% COMPLETE)	IN PROGRESS 214 NEW OUTFALLS MAPPED CONTINUALLY ADDING MORE DAILY	INTEGRATE GPS OUTFALL MAPPING AND INSPECTION WITH GIS DATABASE
STORMWATER PHASE II ORDINANCE	ORDINANCE FORBIDDING NON- STORMWATER DISCHARGES TO MS4	EXISTING	REVIEW ORDINANCE ANNUALLY
DRY WEATHER SCREENING PROGRAM	ESTABLISH GPS- BASED OUTFALL INSPECTION PROGRAM	STARTED IN CONJUNCTION WITH OUTFALL MAPPING 15 POSSIBLE ILLICIT DISCHARGES DETECTED SAMPLES TAKEN	INTEGRATE INSPECTION DATA WITH GIS OUTFALL LAYER. SAMPLE AND TEST SUSPICIOUS DISCHARGES
BACKGROUND SAMPLING PROGRAM	SAMPLE AND TEST STREAM FLOWS WITHIN EACH WATERSHED TO DETECT POSSIBLE ILLICIT DISCHARGES	IN PROGRESS, THE GEOLOGICAL SURVEY OF ALABAMA IS CURENTLY UNDER CONTRACT TESTING AND COMPILING DATA	HIRE OUTSIDE TESTING LAB TO PROFESSIONALLY SAMPLE AND TEST FOR POLLUTION
IDDE DETECTION STRATEGY	ADOPT PROCEDURES TO IDENTIFY POTENTIAL ILLICIT DISCHARGE SOURCES	EXISTING EECC & STORMWATER INSPECTOR REGISTERED FOR WATERWATCH CERTIFICATION 6/21-22/2013	<i>Illicit Discharge Detection and Elimination: A Guidance Manual</i>

The overall success of the IDDE program will be indicated by a reduction in pollutant levels present in background samples.

B.4 CONSTRUCTION SITE STORMWATER RUNOFF CONTROL

The City of Tuscaloosa implemented a construction site stormwater runoff control program during the first permit cycle to manage construction site stormwater discharges. The City will continue to evaluate and enhance the construction site program during the current permit cycle.

CONSTRUCTION SITE STORMWATER RUNOFF CONTROL BMPs

BMP	DESCRIPTION	ANNUAL REPORT	NOTES
STORMWATER PHASE II ORDINANCE	ORDINANCE FORBIDDING NON-STORMWATER DISCHARGES TO MS4	EXISTING	REVIEW ORDINANCE ANNUALLY
LAND DEVELOPMENT ORDINANCE	ORDINANCE AND TECHNICAL SPECS FOR PERMITTING AND GOVERNING CONSTRUCTION	EXISTING	REVIEW ORDINANCE AND SPECS ANNUALLY
STORMWATER SEMINARS	TARGETED EDUCATIONAL SEMINARS	COMPLETED BMP TRAINING FOR CITY BUILDING INSPECTORS ON 1/23/2013 BMP TRAINING HELD FOR CONTRACTORS AT UA (07/24/2012) PROVINCE (07/30/2012) BOJANGLES (8/22/2012) AUTO ZONE(08/22/2012)	PROVIDE TRAINING SEMINARS FOR DESIGNERS, INSPECTORS AND CONTRACTORS

SITE INSPECTION PROCEDURE	ESTABLISH STANDARD PROCEDURE AND FORMS FOR CONSTRUCTION SITE INSPECTION AND PRIORITY AND SCHEDULING	BMP INSPECTION FORM & ESCALATING ENFORCEMENT	MODIFY AND ADOPT EXISTING ADEM AND EPA PROCEDURES AND FORMS. REQUIRE MONTHLY INSPECTION OF PRIORITY SITES.
DESIGN HANDBOOK	ADOPT STANDARD REQUIREMENTS FOR BMP DESIGN	EXISTING	<i>Alabama Handbook for Erosion Control...</i>
ENFORCEMENT STRATEGY AND TRACKING SYSTEM	ADOPT ENFORCEMENT STRATEGY WITH ESCALATING REMEDIES AND ESTABLISH RECORDKEEPING SYSTEM	BMP INSPECTION FORM & ESCALATING ENFORCEMENT INCLUDED IS A LIST OF VIOLATIONS AND CORRECTIVE ACTIONS TAKEN	FORMS AND PROCEDURES FOR SITE INSPECTIONS AND ENFORCEMENT. RECORDKEEPING SYSTEM TO DOCUMENT VIOLATIONS AND RESPONSE
RAINFALL DATA NETWORK	ESTABLISH NETWORK OF PERMANENT WEATHER STATIONS TO COLLECT AND DISSEMINATE RAINFALL DATA	EXISTING	SHARED RAINFALL DATA THROUGH WUNDERGROUND WEBSITE HELPS DETERMINE WHEN INSPECTIONS ARE REQUIRED

The success of our construction site stormwater runoff will be proven through a reduction in erosion control complaints and a lower need for enforcement action.

B.5 POST-CONSTRUCTION STORMWATER MANAGEMENT

The City of Tuscaloosa has an established program to manage post-construction stormwater runoff from new development and redevelopment sites. The City will continue to evaluate and improve this program during the current permit cycle.

POST-CONSTRUCTION STORMWATER MANAGEMENT BMPs

BMP	DESCRIPTION	ANNUAL REPORT	NOTES
LANDSCAPE ORDINANCE	REQUIRES LID AND PROMOTES INFILTRATION	EXISTING	REVIEW ANNUALLY
LAND DEVELOPMENT ORDINANCE	ESTABLISHED INSPECTION AND APPROVAL FRAMEWORK FOR POST-CONSTRUCTION BMPS	EXISTING	REVIEW ORDINANCE ANNUALLY
BUILDING CODE	ESTABLISHED REQUIREMENTS FOR WASTE CONTROL AT CONSTRUCTION SITES	EXISTING	
LOW-IMPACT DEVELOPMENT DATABASE	CREATE AND MAINTAIN A DATABASE OF NEWLY DEVELOPED AND REDEVELOPED LOCAL SITES THAT INCORPORATE LID TECHNIQUES	ADDED TO THE STORMWATER WEBSITE MANY MORE TO ADD	PROVIDE EXAMPLES OF WATER QUALITY IMPROVEMENTS ON A LOCAL LEVEL BY DOCUMENTING EXISTING LID SITES AND LINKING TO WEB PAGE

The success of our post-construction stormwater management program will be shown through a documented reduction in impervious cover and the continued promotion of stormwater capture, infiltration, and reuse.

B.6 POLLUTION PREVENTION/GOOD HOUSEKEEPING

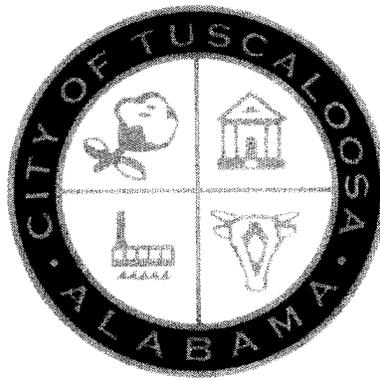
The City of Tuscaloosa will build upon existing efforts to develop and implement a comprehensive program to reduce stormwater pollution from all municipal operations.

POLLUTION PREVENTION/GOOD HOUSEKEEPING BMPs

BMP	DESCRIPTION	ANNUAL REPORT	NOTES
INVENTORY OF MUNICIPAL OPERATIONS	IDENTIFY AND INVENTORY ALL MUNICIPAL OPERATIONS THAT DISCHARGE TO THE MS4	SUMMER 2013 CURRENTLY IN DEVELOPMENT	INCLUDES FUEL STORAGE TANKS, VEHICLE WASH RACKS, FLEET MAINTENANCE OPERATIONS, MATERIAL STOCKPILES, ETC.
POLLUTION PREVENTION PROGRAM	CREATE AND ADOPT STORMWATER POLLUTION PREVENTION PLANS (SWPPP) FOR MUNICIPAL OPERATIONS AS REQUIRED TO REDUCE POLLUTANT DISCHARGES	SUMMER 2014 CURRENTLY IN DEVELOPMENT	IMPLEMENTED AND MONITORED BY ENVIRONMENTAL COMPLIANCE COORDINATOR

STREET SWEEPING PROGRAM	DOCUMENT THE OPERATION OF AND RESULTS FROM EXISTING STREET SWEEPING EFFORTS	STARTED 7/27/12 OVER 6,300 TONS REMOVED FROM CITY STREETS SINCE DOCUMENTATION HAS STARTED	ESTABLISH PROCEDURES FOR MEASURING AND PROPERLY DISPOSING SWEEPED POLLUTANTS
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The success of our pollution prevention program will be shown through the documented quantity of pollutants removed and properly landfilled and the implementation of SWPPPs for all municipal operations.



CITY OF TUSCALOOSA
PHASE II STORMWATER PROGRAM

APPENDIX



OFFICE OF THE CITY ENGINEER

Always remember....

“ONLY RAIN DOWN THE DRAIN”

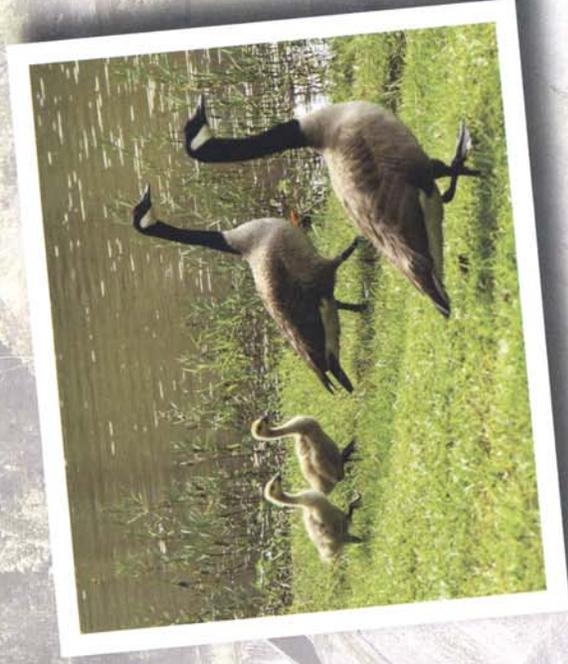
WHAT IS STORMWATER POLLUTION?

Think of a single rain drop falling from the sky. It lands on your roof, flows down into the gutter, across your lawn and down your driveway. Along the way it picks up pesticides, fertilizer, oil and grease, pet waste, and many other chemicals and trash.

Next, it reaches the road where it can pick up sediment, cigarette butts, and more. Then, it flows into a drain, stream, river, or network of pipes that flow into your favorite fishing hole.

Now, imagine an entire storm, millions of raindrops, catching all these pollutants and flowing into our water bodies.

This is “Stormwater Pollution” and it occurs every time it rains!



WHY IS STORMWATER POLLUTION A PROBLEM?

Stormwater pollution can result in dirty lakes and streams, fewer and less healthy fish and wildlife, limits on recreational use of Lake Tuscaloosa, and increased water and sewer treatment costs.

HOW CAN I PREVENT STORMWATER POLLUTION?

- Report Spills or Erosion Problems Immediately
- Establish Grass on Bare Areas to Prevent Erosion
- Wash Your Car On The Lawn Instead Of The Driveway
- Dispose of Clippings, Leaves and Garbage Properly - Compost or Place Behind the Curb
- Recycle Used Oil and Antifreeze
- Sweep Your Driveway Instead of Pressure Washing
- Maintain Septic Tanks Properly
- Use Silt Fencing and Other Erosion Control Measures in Construction
- Don't Over Fertilize Your Lawn and Don't Apply Before Heavy Rainfall

COMMON STORMWATER POLLUTANTS

POLLUTANT IMPACT

SEDIMENT Dirt and Sand	Flooding due to blocked ditches and storm drains Choked streams that cannot support fish or animals
DEBRIS Grass Clippings, Cigarette Butts, Trash, Plastic	Polluted lakes and rivers
HEAVY METALS Lead, Mercury	Fish that are unsafe to eat
HOUSEHOLD WASTE Antifreeze, Gas, Oil, Pesticides, Fertilizers, Paint	Increased water treatment costs Polluted groundwater Fish kills and polluted waterways

For More Information
Or

To Report A Problem Call:

CITY of TUSCALOOSA

Chad Christian - 248-5311



www.townstormwater.com



CITY OF TUSCALOOSA

TUSCALOOSA COUNTY

Bob Cunningham - 345-6600



CITY of NORTHPORT

Charles Swann - 339-7000



TUSCALOOSA AREA
STORMWATER
MANAGEMENT GUIDE



*Water Quality Equals
Quality of Life*

Erosion Control Work School
July 24, 2012

<u>Name</u>	<u>From</u>	<u>EMAIL</u>
JOE ROBINSON	CITY OF TUSCALOOSA	jrobinson@TUSCALOOSA.CO
J Dykes	UA	jdykes@fa.ua.edu
SHANE IMBERT	RAC	SHANE.IMBERT@RAC.CO
Tom Gonzalez	RAC	tom.gonzalez@RAC.CO
Joe Cobb	UA	jcobb@fa.ua.edu
Rickey Smitherman	Brice	rsmitherman@bricebuilding.
CHAD CHRISTIAN	OCE	CCHRISTIAN@TUSCALOOSA.CO
Josh Yates	OCE	JDYATES@TUSCALOOSA.COM
Kevin Turner	OCE	Kevin@tuscaloosa.com

Notice of Violation Sign-in Sheet 8-22-2012

Name	Company	E-mail address
Just Allgood	Gateway Contracting	Trinitastic@BellSouth.net
GREG GIBON	WESTARD ATTORNS	GREG@WESTARDATTORNS.COM
Kevin Turner	OCE	Kturner@tuscaloosa.com
Josh Yates	OCE	JYates@tuscaloosa.com

BMP Training class sign-in sheet 1-23-¹³~~12~~

Andy Farley

Greg White

David Rio

Thiel Alfano

BARRY FAUS

Ron Rumanel

Michael Dyer

DAVID HILL

Walter A. Hoggie

~~_____~~

Kevin Turner

Chad Christian

Josh Yates

} OCE



City of Tuscaloosa

2201 University Blvd.
Tuscaloosa, AL 35401
Phone (205) 349-2010
FAX (205) 349-0295

Purchase Order

Fiscal Year 2012

Page 1

THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS:

Purchase Order # **00120373-00**

VENDOR: TOTALCOM MARKETING COMMUNICATIONS
PO BOX 20101
TUSCALOOSA, AL 35402

SHIP TO: OFFICE OF CITY ENGINEER
CITY OF TUSCALOOSA
1100 28TH AVE
TUSCALOOSA, AL 35401

Vendor Number		Vendor Phone Number		Vendor Fax Number		Delivery Reference	
228456		205-345-7363		205-345-7373			
Requisition Number		Date Ordered	Date Required	Freight Method/Terms		Department/Location	
		09/20/12				OFFICE OF CITY ENG	
Item#	Description/Part No.	Qty/Unit	Cost Each	Extended Price			
001	A12-1152 WATER MEDIA CAMPAIGN	1.00 EA	20000.00000	20,000.00			
	101 -0704-0-3005 -			20,000.00			
			PO Total	20,000.00			

NOTICE TO VENDORS

- Show Purchase Order Number on all invoices, packages, delivery slips and correspondence.
- If Vendor delivers any merchandise without valid purchase order, no liability exists for City of Tuscaloosa.
- All goods subject to inspection and rejection without withstanding prior payment to secure cash discount.
- Vendor accepts this order at listed price, or lower prevailing market price. No increase allowed after acceptance.
- City of Tuscaloosa reserves right to cancel all or part of this order if delivery is not made when and as specified.

INVOICE TO:

City of Tuscaloosa
Accounts Payable
P.O. Box 2089
Tuscaloosa, AL 35403

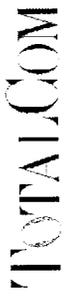
Address all correspondence pertaining to this Purchase Order to the Purchasing Office.
Attention of:

TAX EXEMPT NUMBER

63-6001379

Janis Chancy
PURCHASING AGENT

VENDOR COPY



City of Tuscaloosa

Media and Production Plan

Stormwater Campaign 2012

Presented by: Lori Moore, TotalCom Marketing

			September 1-30	October 1-31	
PRINT					
Tuscaloosa News	1/4 PG		9/16, 9/30	10/14	\$5,730.17
RADIO					
WTXT	M-F 6A-7P		25x	25x	\$1,850
WTXT	(BONUS) M-SU 6A-12M		25xs	25xs	
WTUG	M-F 6A-7P		15xs	15xs	\$1,350
WTUG	(BONUS) M-SU 6A-12M		15xs	15xs	
WRTR	M-F 6A-7P		20xs	20xs	\$960
WRTR	(BONUS) M-SU 6A-12M		20xs	20xs	
WFFN	M-F 6A-7P		20xs	20xs	\$600
WFFN	(BONUS) M-SU 6A-12M		20xs	20xs	
WJRD-AM	M-F 6A-7P		20xs	20xs	\$400
WJRD-AM	(BONUS) M-SU 6A-12M		20xs	20xs	
WDGM	M-F 6A-7P		20xs	20xs	\$800
WDGM	(BONUS) M-SU 6A-12M		20xs	20xs	
CABLE					
USA	M-S 6P-12M		10xs	10xs	
OUTDOOR TV	M-S 6P-12M		10xs	10xs	
ESPN	M-S 6P-12M		10xs	10xs	
TNT	M-S 6P-12M		10xs	10xs	
FOX NEWS	M-S 5A-9A		10xs	10xs	
FOX NEWS	M-S 6P-12M		10xs	10xs	
VARIOUS	(BONUS) M-SU 6A-12M		60xs	60xs	\$2,940

TOTAL.COM

WVUA

TIDER INSIDER	TUE 6:30P	1X
TOMMY WILCOX	W 10:30P	1X
NEWS	M-F 5P	5XS
NEWS	M-F 6P	5XS
NEWS	M-F 10P	5XS
SABAN HEY COACH	SAT	1X
VARIOUS	(BONUS) M-SU 6A-12M	10XS
		\$2,950

PRODUCTION

Television

Account Management
Design/Produce Art Card for Tag
Prepare Files
Broadcast Dubs Delivered to Media
Disc Delivered to Client

Radio

Account Management
Copywriter
Professional Voice Talent
Music Licensing
Broadcast Files Delivered to Media
Disc Delivered to Client

Print

Account Management
Copywriter
Layout and Design
Stock Images/Fonts
Prepare Files for Delivery

\$2,419.83

TOTALCOM

\$20,000.00

MEDIA COSTS	\$17,580.17
PRODUCTION COSTS	\$2,419.83
TOTAL	\$20,000.00

To be completed by the Manager in charge of the named project.

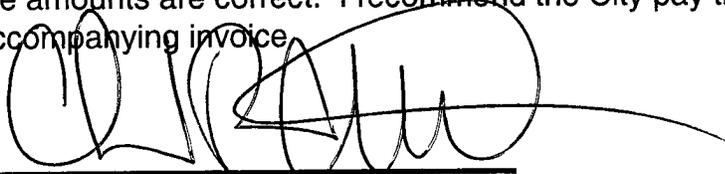
Project Name	STORMWATER MEDIA CAMPAIGN	
Company/Engineer Name	TOTALCOM	
Pay Request #	1	
Total Project Cost		20,000.00
Amount of Previous Payments		0.00
Amount of This Payment		11,802.83
Remaining Amount Left in Contract		8,197.17

Project Description: RADIO, PRINT AND TV STORMWATER EDUCATION

OCA File Number: A12-1152

Special Project Account Number: OCE LEGAL ADVERTISING 10107040-3005

I have checked the above amounts and to the best of my knowledge the amounts are correct. I recommend the City pay the amount on the accompanying invoice.



Manager's Signature

10/26/2012

Date

CHAD P. CHRISTIAN

TOTALCOM

**Marketing
Communications**
Tuscaloosa Huntsville

City of Tuscaloosa Office of Engineering

Josh Yates
1000 28th Avenue
Tuscaloosa, AL 35403

Invoice Number: INV-1891
Invoice Date: 9/30/2012
Due Date: 10/30/2012
Terms: Net 30
Account Manager: Lori Moore

Stormwater Management Campaign Print

Agency Services	\$956.60
Account Management/Art Design	
Agency Charges	\$125.00
PDF Mechanicals/Color Proofs	
Vendor Charges	\$200.00
Stock Photography	

Stormwater Management Campaign Print Subtotal

\$1,281.60

Stormwater Management Campaign Radio

Agency Services	\$200.00
Account Management	
Vendor Charges	\$465.50
Radio Production Services	

Stormwater Management Campaign Radio Subtotal

\$665.50

Stormwater Management Campaign TV Revision

Agency Services	\$225.00
Account Management/Art Design	
Agency Charges	\$15.00
PDF Mechanicals	

TOTALCOM

Marketing Communications

Tuscaloosa Huntsville

City of Tuscaloosa Office of Engineering

Josh Yates
1000 28th Avenue
Tuscaloosa, AL 35403

Invoice Number: INV-1861
Invoice Date: 9/30/2012
Due Date: 10/30/2012
Terms: Net 30
Account Manager: Lori Moore

Media Schedule-Stormwater Management Campaign

Media

Newspaper		\$3,708.00
The Tuscaloosa News		
September 16		
September 23		
September 30		
Radio		\$2,980.00
WTXT	25x	
	25x Bonus	
WTUG	25x	
	25x Bonus	
WRTR	25x	
	25x Bonus	
WFFN	25x	
	25x Bonus	
WJRD	25x	
	25x Bonus	
WDGM	25x	
	25x Bonus	
TV		\$2,695.00
CHARTER CABLE		
USA	16x	
OUTDOOR	8x	
ESPN	16x	
TNT	14x	
FOX NEWS	29x	
CHARTER CABLE BONUS SPOTS		
A&E	20x	
AMC	20x	
Animal Planet	10x	
Comedy Central	19x	
CMT	10x	

CNBC	20x
ENT	19x
ESPNU	20x
FSSO	20x
GOLF	20x
HLN	20x
NBCS	20x
NGS	10x
OUTDOOR	10x
SPIKE	20x
SPSO	10x
TNT	20x
TRU	10x
TVL	20x
TWC	20x

WVUA

Tider Insider
 Tommy Wilcox Outdoors
 News @ 5p
 News @ 6p
 News @ 10p
 Hey Coach
 Paid Program
 Last Shot with Judge Gunn
 Daily Buzz
 MGM Movie
 Home & Style
 Scrubs
 This TV Movie
 Taste of Southwest

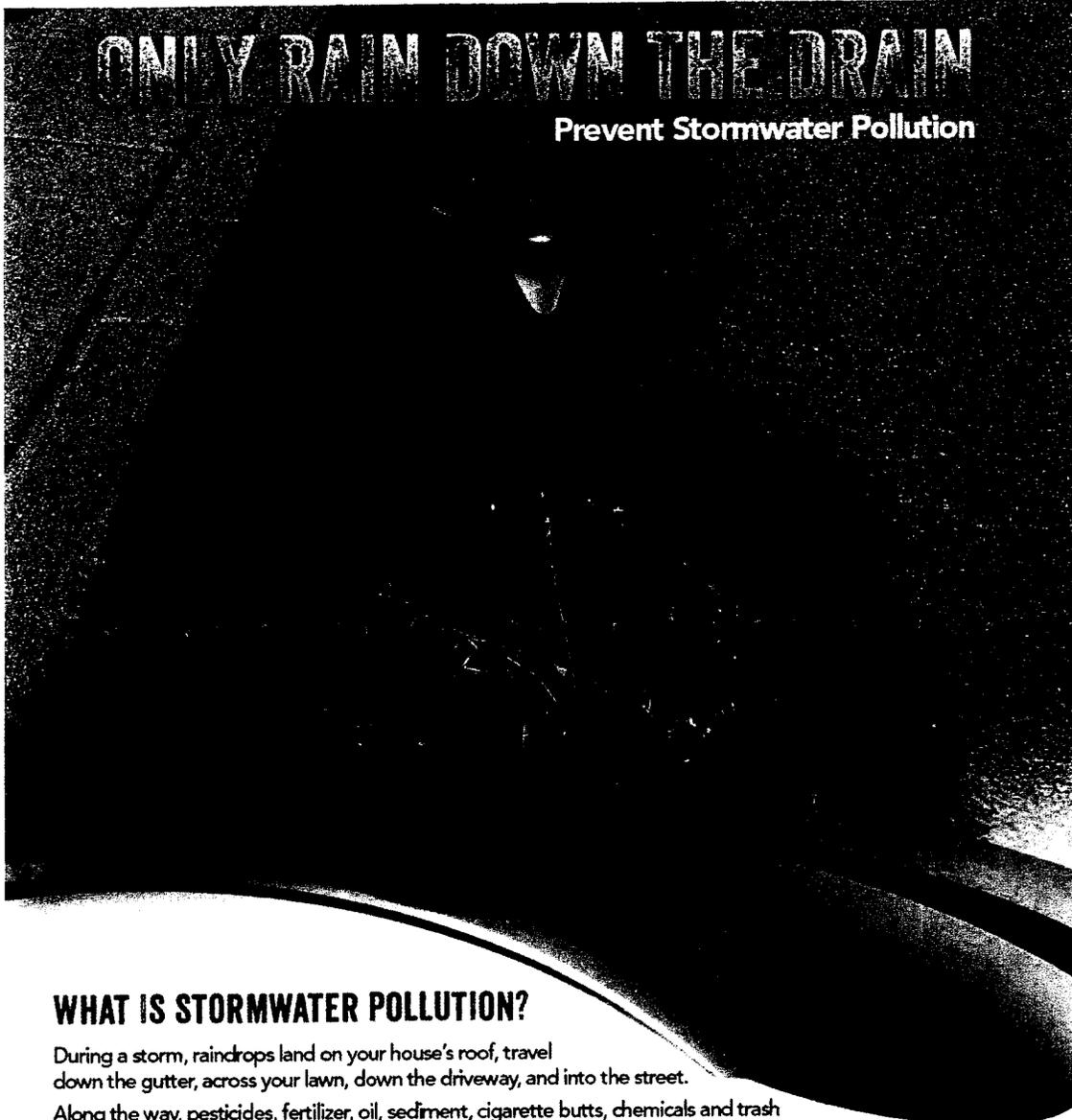
Media Schedule-Stormwater Management Campaign Subtotal

\$9,383.00

Invoice Total Amount: \$9,383.00

*Thank you!
 Jan Noon*

10107040-3005

ONLY RAIN DOWN THE DRAIN

Prevent Stormwater Pollution

WHAT IS STORMWATER POLLUTION?

During a storm, raindrops land on your house's roof, travel down the gutter, across your lawn, down the driveway, and into the street.

Along the way, pesticides, fertilizer, oil, sediment, cigarette butts, chemicals and trash are picked up – and all flow into the drain and eventually end up in our streams, rivers, and lakes.

WHY IS STORMWATER POLLUTION A PROBLEM?

Polluted lakes, streams and rivers mean:

- Fewer and less healthy fish and wildlife
- Limits on recreational use of lakes and rivers
- Increased water and sewer treatment costs



WHAT CAN YOU DO?

- Wash your car on the lawn or at a professional car wash facility instead of the driveway
- Dispose of clippings, leaves and garbage properly – compost or place behind the curb
- Recycle used oil and antifreeze
- Sweep your driveway instead of pressure washing
- Don't over fertilize your lawn and don't apply fertilizer before heavy rainfall

For more information or to report a problem:

City of Tuscaloosa
 Chad Christian
 Dial 311

ttownstormwater.com

Brought to you by:



CITY OF TUSCALOOSA





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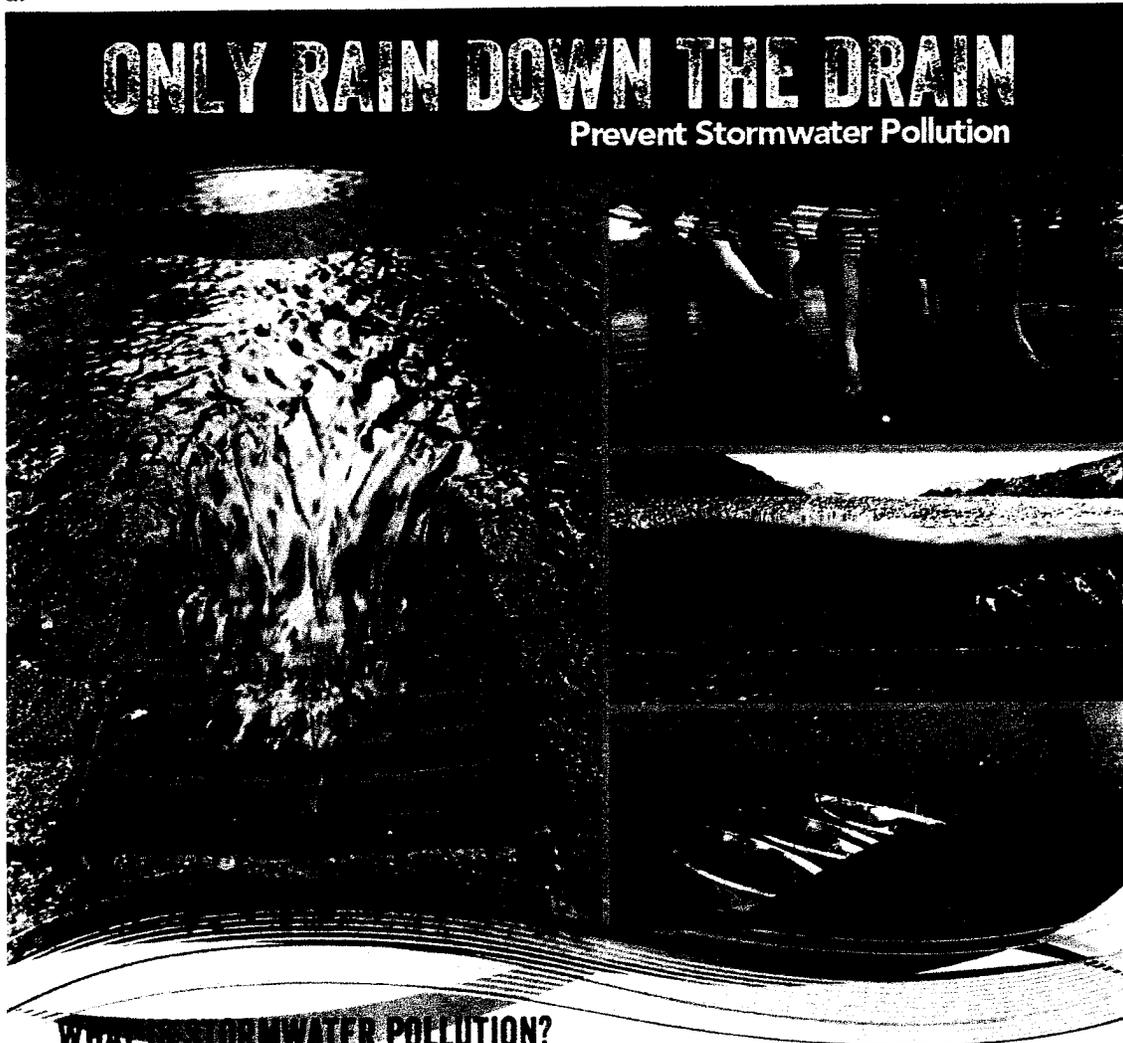
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Brought to you by:



CITY OF TUSCALOOSA





ONLY RAIN DOWN THE DRAIN

Prevent Stormwater Pollution

WHAT IS STORMWATER POLLUTION?

During a storm, raindrops land on your house's roof, travel down the gutter, across your lawn, down the driveway, and into the street.

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For more information or to report a problem:

City of Tuscaloosa
 Chad Christian
 Dial 311

ttownstormwater.com

Brought to you by:



CITY OF TUSCALOOSA



To be completed by the Manager in charge of the named project.

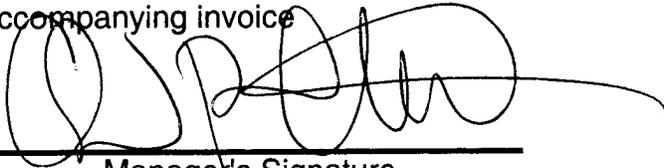
Project Name	STORMWATER MEDIA CAMPAIGN	
Company/Engineer Name	TOTALCOM	
Pay Request #	2 FINAL	
Total Project Cost		20,000.00
Amount of Previous Payments		11,802.83
Amount of This Payment		8,197.17
Remaining Amount Left in Contract		0.00

Project Description: RADIO, PRINT AND TV STORMWATER EDUCATION

OCA File Number: A12-1152

Special Project Account Number: OCE LEGAL ADVERTISING 10107040-3005

I have checked the above amounts and to the best of my knowledge the amounts are correct. I recommend the City pay the amount on the accompanying invoice



Manager's Signature

10/26/2012

Date

CHAD P. CHRISTIAN

TOTALCOM

Marketing Communications

Tuscaloosa Huntsville

City of Tuscaloosa Office of Engineering

Josh Yates
PO Box 2089
Tuscaloosa, AL 35403

Invoice Number: INV-1925
Invoice Date: 10/31/2012
Due Date: 11/30/2012
Terms: Net 30
Account Manager: Lori Moore

Media Schedule-Stormwater Management Campaign

Media

Newspaper
The Tuscaloosa News
October 14 \$1,236.00

Radio \$2,980.00
WXTX 47x
WTUG 30x
WRTR 40x
WFFN 40x
WJRD 40x
WDGM 40x

TV \$3,196.00
WVUA
Tider Insider
Hey Coach
Tommy Wilcox Outdoor
News @ 5p
News @ 6p
News @ 10p
The Daily Buzz
AMG Movie
Til Death/2

Media Schedule-Stormwater Management Campaign Subtotal

\$7,412.00

*Thank you,
Lori Moore*

*101070403005
CM*

TUSCALOOSA
922 20th Avenue Tuscaloosa, Alabama 35401
205.345.7363 FAX: 205.345.7373

TOTALCOM

**Marketing
Communications**
Tuscaloosa Huntsville

City of Tuscaloosa Office of Engineering

Chad Christian
PO Box 2089
Tuscaloosa, AL 35403

Invoice Number: INV-1935
Invoice Date: 10/31/2012
Due Date: 11/30/2012
Terms: Net 30
Account Manager: Lori Moore

Television Production Revisions

Account Management	\$250.00
TV Production	\$535.17

Television Production Revisions Subtotal

\$785.17

Invoice Total Amount: \$785.17

*Thank you!
Lori Moore*

*10107040 3005
CM*



CITY OF TUSCALOOSA

HOW CAN I PREVENT STORMWATER POLLUTION?

- **Report Spills or Erosion Problems Immediately**
- **Establish Grass on Bare Areas to Prevent Erosion**
- **Wash Your Car On The Lawn Instead Of The Driveway**
- **Dispose of Clippings, Leaves and Garbage Properly - Compost or Place Behind the Curb**
- **Recycle Used Oil and Antifreeze**
- **Sweep Your Driveway Instead of Pressure Washing**
- **Maintain Septic Tanks Properly**
- **Use Silt Fencing and Erosion Control Measures in Construction**
- **Don't Over Fertilize Your Lawn and Don't Apply Before Heavy Rainfall**

For More Information
Or To Report A Problem:
Dial **311** Or Visit
www.ttownstormwater.com

Josh D. Yates

From: Sheila Hardin <sheila.hardin@pinnacledatasystems.com>
Sent: Monday, September 17, 2012 10:44 AM
To: Josh D. Yates
Subject: RE: Quote - Water Bill Insert

Hi Josh,

Below is the quote for the color using two types of papers.

Qty. 45,000
8.5x3.67
4/0-bleeds
70# gloss text
\$1,385.10

50# offset
\$1,267.65

Sheila Hardin

Graphics Specialist

Pinnacle Data Systems L.L.C.

Office: (205) 307-6830

sheila.hardin@pinnacledatasystems.com

www.pinnacledatasystems.com

outsideservices



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CONFIDENTIALITY: This email (including any attachments) may contain confidential, proprietary and privileged information, and unauthorized disclosure or use is prohibited. If you received this email in error, please notify the sender and delete this email from your system.

From: Josh D. Yates [<mailto:jdyates@tuscaloosa.com>]
Sent: Monday, September 17, 2012 9:26 AM
To: Sheila Hardin
Subject: Water Bill Insert

Ms. Sheila,

Can you get me a quote for a color leaflet (1/3 page) one sided for us to insert into our water bills. This would be a quantity of 45,000. Thanks for your help. I just want to see the difference between the previous one sided black and white quote versus the color one.

anks,

INVOICE

FOR BILLING INQUIRIES CALL: 205-307-6846
 FAX: 205-307-6834



\$20,890.51: 601-300-0-3100 12/18/12 *J. Padgett*

\$274.20: 101-0704-0-3100

12-21-2012 *Joshua D. Jett*
 Outside Services

0000000145
 CITY OF TUSCALOOSA
 ATTENTION: RUSSELL LAWRENCE
 PO BOX 2090
 TUSCALOOSA AL 35403 US

DATE	DECEMBER 4 2012
PAGE	1
CUSTOMER NO.	074964
INVOICE NO.	S110014
SERVICES FOR THE MONTH OF	NOVEMBER 2012

A

TERMS PAYABLE WITHIN 10 DAYS UPON RECEIPT OF THE INVOICE

PINNACLE DATA SYSTEMS, LLC

		TAXABLE	NON TAXABLE	TOTAL
STATEMENT PROCESSING				
11/01/12				
STATEMENTS	(QTY 3098.00 @ .0744)	\$	230.55	
BACKER PAGE	(QTY 3098.00 @ .0200)	\$	61.96	
INSERTS	(QTY 3086.00 @ .0060)	\$	18.52	
STORM WATER INFO.				
PROGRAMMING	(QTY 1.00 @ 250.0000)	\$	250.00	
ISSUE# 18505 - BACKER CHANGE				
POSTAGE USED	(QTY 3086.00)	\$	1109.47	
	SUBTOTAL			\$ 1670.
STATEMENT PROCESSING				
11/05/12				
STATEMENTS	(QTY 3798.00 @ .0744)	\$	282.65	
BACKER PAGE	(QTY 3798.00 @ .0200)	\$	75.96	
DATA SUPPRESSION	(QTY 236.00 @ .1000)	\$	23.60	
INSERTS	(QTY 3798.00 @ .0060)	\$	22.79	
STORM WATER INFO.				
POSTAGE USED	(QTY 3798.00)	\$	1349.88	
	SUBTOTAL			\$ 1754.
STATEMENT PROCESSING				
11/07/12				
STATEMENTS	(QTY 3733.00 @ .0744)	\$	277.81	
BACKER PAGE	(QTY 3733.00 @ .0200)	\$	74.66	
INSERTS	(QTY 3733.00 @ .0060)	\$	22.40	
STORM WATER INFO.				
POSTAGE USED	(QTY 3733.00)	\$	1322.96	
	SUBTOTAL			\$ 1697.

PLEASE PUT CUSTOMER NO (074964) AND INVOICE NO (S110014) ON CHECK AND REMIT TO

INVOICE

FOR BILLING INQUIRIES CALL: 205-307-6846
FAX: 205-307-6834



DATE
DECEMBER 4 2012

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CITY OF TUSCALOOSA

CUSTOMER NO.
074964

INVOICE NO.
S110014

SERVICES FOR THE MONTH OF
NOVEMBER 2012

TERMS PAYABLE WITHIN 10 DAYS UPON RECEIPT OF THE INVOICE

PINNACLE DATA SYSTEMS, LLC

		TAXABLE	NON TAXABLE	TOTAL
STATEMENT PROCESSING				
11/09/12				
STATEMENTS	(QTY 8934.00 @ .0744)		\$ 664.87	
BACKER PAGE	(QTY 8934.00 @ .0200)		\$ 178.68	
DATA SUPPRESSION	(QTY 1.00 @ .1000)		\$.10	
INSERTS	(QTY 8934.00 @ .0060)		\$ 53.60	
STORM WATER INFO.				
POSTAGE USED	(QTY 8934.00)		\$ 3150.03	
	SUBTOTAL			\$ 4047.
STATEMENT PROCESSING				
11/14/12				
STATEMENTS	(QTY 3805.00 @ .0744)		\$ 283.17	
BACKER PAGE	(QTY 3805.00 @ .0200)		\$ 76.10	
DATA SUPPRESSION	(QTY 42.00 @ .1000)		\$ 4.20	
INSERTS	(QTY 3805.00 @ .0060)		\$ 22.85	
STORM WATER INFO.				
POSTAGE USED	(QTY 3805.00)		\$ 1350.67	
	SUBTOTAL			\$ 1736.
STATEMENT PROCESSING				
11/16/12				
STATEMENTS	(QTY 3182.00 @ .0744)		\$ 236.80	
BACKER PAGE	(QTY 3182.00 @ .0200)		\$ 63.64	
DATA SUPPRESSION	(QTY 85.00 @ .1000)		\$ 8.50	
INSERTS	(QTY 3182.00 @ .0060)		\$ 19.09	
STORM WATER INFO.				
POSTAGE USED	(QTY 3182.00)		\$ 1127.93	
	SUBTOTAL			\$ 1455.

PLEASE PUT CUSTOMER NO (074964) AND INVOICE NO (S110014) ON CHECK AND REMIT TO

INVOICE

FOR BILLING INQUIRIES CALL: 205-307-6846
FAX: 205-307-6834



CITY OF TUSCALOOSA

DATE
DECEMBER 4 2012
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CUSTOMER NO.
074964
INVOICE NO.
S110014
SERVICES FOR THE MONTH OF
NOVEMBER 2012

TERMS PAYABLE WITHIN 10 DAYS UPON RECEIPT OF THE INVOICE

PINNACLE DATA SYSTEMS, LLC

		TAXABLE	NON TAXABLE	TOTAL
STATEMENT PROCESSING				
11/20/12				
STATEMENTS	(QTY 3311.00 @ .0744)	\$	246.40	
BACKER PAGE	(QTY 3311.00 @ .0200)	\$	66.22	
INSERTS	(QTY 3311.00 @ .0060)	\$	19.87	
STORM WATER INFO.				
POSTAGE USED	(QTY 3311.00)	\$	1175.03	
	SUBTOTAL			\$ 1507.
STATEMENT PROCESSING				
11/26/12				
STATEMENTS	(QTY 3152.00 @ .0744)	\$	234.57	
BACKER PAGE	(QTY 3152.00 @ .0200)	\$	63.04	
INSERTS	(QTY 3152.00 @ .0060)	\$	18.91	
STORM WATER INFO.				
POSTAGE USED	(QTY 3152.00)	\$	1116.47	
	SUBTOTAL			\$ 1432.
STATEMENT PROCESSING				
11/27/12				
STATEMENTS	(QTY 3562.00 @ .0744)	\$	265.08	
BACKER PAGE	(QTY 3562.00 @ .0200)	\$	71.24	
INSERTS	(QTY 3562.00 @ .0060)	\$	21.37	
STORM WATER INFO.				
POSTAGE USED	(QTY 3562.00)	\$	1258.37	
	SUBTOTAL			\$ 1616.
STATEMENT PROCESSING				
11/29/12				
STATEMENTS	(QTY 8221.00 @ .0744)	\$	611.81	

PLEASE PUT CUSTOMER NO (074964) AND INVOICE NO (S110014) ON CHECK AND REMIT TO

INVOICE

FOR BILLING INQUIRIES CALL: 205-307-6846
FAX: 205-307-6834



DATE
DECEMBER 4 2012

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4

CUSTOMER NO.
074964

INVOICE NO.
S110014

SERVICES FOR THE MONTH OF
NOVEMBER 2012

CITY OF TUSCALOOSA

TERMS PAYABLE WITHIN 10 DAYS UPON RECEIPT OF THE INVOICE

PINNACLE DATA SYSTEMS, LLC

		TAXABLE	NON TAXABLE	TOTAL
CONTINUED				
BACKER PAGE	(QTY 8221.00 @ .0200)	\$	164.42	
DATA SUPPRESSION	(QTY 8.00 @ .1000)	\$.80	
INSERTS	(QTY 8221.00 @ .0060)	\$	49.33	
STORM WATER INFO.				
POSTAGE USED	(QTY 8221.00)	\$	2914.18	
	SUBTOTAL			\$ 3740.
STATEMENT PROCESSING				
11/06/12				
STATEMENTS	(QTY 484.00 @ .0744)	\$	36.02	
BACKER PAGE	(QTY 484.00 @ .0200)	\$	9.68	
INSERTS	(QTY 484.00 @ .0060)	\$	2.90	
STORM WATER INFO.				
POSTAGE USED	(QTY 484.00)	\$	217.80	
	SUBTOTAL			\$ 266.40
STATEMENT PROCESSING				
11/13/12				
STATEMENTS	(QTY 131.00 @ .0744)	\$	9.75	
BACKER PAGE	(QTY 131.00 @ .0200)	\$	2.62	
INSERTS	(QTY 131.00 @ .0060)	\$.79	
STORM WATER INFO.				
POSTAGE USED	(QTY 131.00)	\$	58.95	
	SUBTOTAL			\$ 72.11
STATEMENT PROCESSING				
11/21/12				
STATEMENTS	(QTY 212.00 @ .0744)	\$	15.78	
BACKER PAGE	(QTY 212.00 @ .0200)	\$	4.24	
INSERTS	(QTY 212.00 @ .0060)	\$	1.27	
STORM WATER INFO.				
POSTAGE USED	(QTY 212.00)	\$	95.40	
	SUBTOTAL			\$ 116.69

PLEASE PUT CUSTOMER NO (074964) AND INVOICE NO (S110014) ON CHECK AND REMIT TO

OFFICE OF THE CITY ATTORNEY

CITY OF TUSCALOOSA

LEGAL AFFAIRS ADMINISTRATOR
ROBIN EDGEWORTH

LEGAL ASSISTANT
CYNTHIA NOLAND

2201 UNIVERSITY BLVD. (35401)
POST OFFICE BOX 2089
TUSCALOOSA, ALABAMA 35403

TELEPHONE NO. (205) 248-5140
FAX NO. (205) 349-0328
www.tuscaloosa.com

CITY ATTORNEY
TIMOTHY H. NUNNALLY

SENIOR ASSOCIATE CITY ATTORNEYS
JAMES P. WOODSON III
GLENDA D. BUMPUS

ASSOCIATE CITY ATTORNEYS
THOMAS D. BOBITT II
CHRISTOPHER J. ENGLAND

ASSISTANT CITY ATTORNEYS
GRANT H. WILSON
KRISTEN L. LOVE
OTO TUAMOKUMO

MEMORANDUM

TO: Josh Yates, Office of the City Engineer

FROM: Glenda Bumpus, Senior Associate City Attorney *GDB*

RE: Contract with GSA for Surface and Storm Water Assessment
Our File Number: A12-1148

DATE: October 9, 2012

Enclosed is a fully executed copy of the above mentioned contract for your files. Please get with the Revenue Department and make sure Geological Survey of Alabama has a current Business License and then send verification to myself or Melinda Causey via e-mail. Once you have verification of the Business License, you may send Geological Survey of Alabama a Notice to Proceed and be sure to copy Melinda Causey for our files.

Thank you for your cooperation in this matter. If you have any questions, please feel free to contact me.

GDB/mlc

Enclosure

OFFICE OF THE CITY ATTORNEY

CITY OF TUSCALOOSA

CITY ATTORNEY
TIMOTHY H. NUNNALLY

SENIOR ASSOCIATE CITY ATTORNEYS
JAMES P. WOODSON III
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TUSCALOOSA, ALABAMA 35403

TELEPHONE NO. (205) 248-5140
FAX NO. (205) 349-0328
www.tuscaloosa.com

October 9, 2012

Marlon Cook
Geological Survey of Alabama
P O Box 869999
Tuscaloosa, AL 35486-6999

RE: Contract for Surface and Storm Water Assessment
Our File Number: A12-1148

Dear Jason:

Enclosed please find a fully executed contract for your files. If you have any questions or comments, please feel free to contact myself or Josh Yates.

Sincerely yours,



Glenda D. Bumpus
Senior Associate City Attorney

GDB/mic

Enclosure

c: Josh Yates, Office of the City Engineer

STATE OF ALABAMA)
TUSCALOOSA COUNTY)

**AGREEMENT TO FURNISH HYDROGEOLOGICAL AND RELATED SERVICES
TO THE CITY OF TUSCALOOSA, ALABAMA, FOR
SURFACE AND STORM WATER ASSESSMENT**

(A12-1148)

WHEREAS, the City of Tuscaloosa desires to have a surface and storm water assessment conducted within the City of Tuscaloosa to help determine water quality; and,

WHEREAS, the City of Tuscaloosa and the Geological Survey of Alabama, desire to enter into an agreement to furnish hydrogeological assessments and related services to the City for the Project described herein.

W-I-T-N-E-S-S-E-T-H:

THIS AGREEMENT is made and entered into on this the 8th day of October, 20 12, by and between the City of Tuscaloosa, Alabama, a Municipal Corporation, Post Office Box 2089, Tuscaloosa, Alabama, 35403, hereinafter sometimes referred to as the "CITY" or the "OWNER" and Geological Survey of Alabama, located at 420 Hackberry Lane, Tuscaloosa, Alabama 35486, hereinafter referred to as the "GSA," whereby the GSA will provide hydrogeological and related services in the form of studies, evaluations, inspections and reports as described herein to the OWNER through individuals possessing a high degree of professional skill where the personality of the individual(s) will play a decisive role and which is thereby exempt from the Alabama Competitive Bid Law, Ala. Code §41-16-51(a)(3)(1975) for the consideration hereinafter set forth, as follows:

ARTICLE 1. SCOPE OF SERVICES (THE PROJECT)

The scope of services consisting of studies, evaluations, inspections, recommendations and reports to be provided by the GSA to the OWNER are as follows:

1. Discharge data collection from 20 project streams.

2. Chemical analysis of Inorganic and Organic Constituents of Water Samples, Sediment Loading, and Bacteria Counts for Water Samples Collected from Selected Streams and Storm Water outfalls.

Without limiting the generality of the foregoing, specifically the scope of services to be performed by GSA are as more particularly set forth in the attached document entitled Proposal: Surface and Storm-Water Assessment for the City of Tuscaloosa, which is attached hereto and adopted herein by reference as Exhibit "A". In the event of a conflict between the provisions hereof and that of Exhibit "A", the provisions hereof shall prevail. Any changes in the scope of services as set forth herein or in Exhibit "A" shall only be by amendment, in writing, duly authorized and executed by the parties.

ARTICLE 2. BASIS OF COMPENSATION

As consideration for providing the services enumerated and referenced in Article 1, the OWNER shall pay the GSA in the following manner:

A. COMPENSATION

The total compensation to GSA for all the services or expenses as stated in Article 1 shall not exceed \$33,450.00. GSA agrees to provide \$11,550.00 in matching funds in the form of salaries and other costs. The total project cost is \$45,000.00.

Suspension, Delay, or Interruption of Work

The OWNER may suspend, delay, or interrupt the work of the GSA on the PROJECT for the convenience of the OWNER or for reasons beyond the control of the OWNER or GSA.

In the event such suspension, delay, or interruption of work necessitates an adjustment in the total compensation due the GSA, the GSA shall immediately so inform the OWNER in writing, and an adjustment may be made for any reasonable increases in the cost of the GSA's performance under this AGREEMENT, including personnel relocation and/or replacement costs and all other identifiable labor and expense costs through an Amendment to this AGREEMENT as herein provided.

B. TIME OF COMPLETION

The GSA shall substantially complete all work and provide final instruments of service to OWNER on the project by October 1, 2013. The above provision is contingent upon persons or agencies, not under the GSA's control, furnishing or completing reviews, approvals, information and work in conformance with the schedule to be prepared by the GSA.

ARTICLE 3. PAYMENT FOR SERVICES

Payment of compensation to the GSA, as prescribed in ARTICLE 2, shall be made as follows:

A. PAYMENT FOR SERVICES

For all services described and referenced in Article 1 payment is due within thirty (30) days of receipt of billing, for services rendered during the month. The OWNER shall be invoiced monthly by GSA. The invoice format will be to the satisfaction of the OWNER.

B. INVOICES

GSA will endeavor to schedule and coordinate expenses, especially those associated with travel, in such a manner as to combine services for each trip to OWNER's site, meeting, etc.

Each invoice of GSA shall specify the contract number in regard to which services have been performed.

GSA will invoice expenses separately from services and by reference to contract number.

OWNER will remit payment to GSA within thirty (30) days from receipt of invoice.

Provided; however, the OWNER may delay payment for a reasonable time on all or any portion of an invoice, without the accrual of any interest or charges, on the basis of improper, contested or inadequate explanation of invoices by GSA.

In the event of such disputed or contested invoice, the OWNER shall only withhold that portion so contested, and the undisputed portion shall be paid in accordance with the provisions herein. The OWNER will exercise reasonableness in contesting any invoice or portion thereof.

C. INTEREST

If payment of the amounts due, or any portion thereof, is not made within sixty (60) days of receipt of billing, interest on the unpaid balance thereof will accrue at the rate of one and one-half percent (1-1/2 percent) per month and become due and payable at the time said overdue payments are made, subject to the OWNER's right to contest an invoice.

D. EXCEPTION

No invoice or expense shall be payable if it violates applicable regulations of a State or Federal agency that is providing all or a portion of the funds or is not approved by such State or Federal agencies for payment, in which case GSA shall reimburse the City any sums erroneously paid. Under such circumstances, GSA shall take the necessary measures to insure that any such violations are rectified.

ARTICLE 4. OBLIGATIONS OF THE GSA

It is further mutually agreed by the parties hereto:

A. GSA shall perform services for the OWNER as stated in and referenced by Article 1 hereof.

B. OPINIONS OF COST, FINANCIAL CONSIDERATIONS, AND SCHEDULES.

That the opinions of cost, financial analyses, economic feasibility projections, and estimated completion schedules for the Scope of Services provided for herein or requested by the OWNER are to be prepared by the GSA for the OWNER's use through exercise of the GSA's experience and judgment in applying presently available cost, pricing, or other data.

While the OWNER shall have the right to reasonably rely upon such information as a reasonable approximation or estimate based upon the professional judgment and services of the GSA, it is recognized that the GSA has no control over cost or price of labor and materials; unknown or latent condition of existing equipment or structures which may affect O&M costs; competitive bidding procedures and market conditions; and time or quality of performance by third parties. It is also recognized that the GSA may have no control over the quality, type, management, or direction of operating personnel and has no control over other economic and operational factors which may materially affect the ultimate cost or schedule of work or projects undertaken by OWNER subsequent to and based upon GSA's study.

Therefore, while the GSA does represent to the OWNER that such information represents the best professional judgment of the GSA as a reasonable estimate or approximation, it does not warrant that the actual, financial cost or schedules will not reflect some relative degree of variance from the GSA's opinions of cost,

financial analyses, economic feasibility projections, and estimated completion scheduled.

C. LEVEL OF COMPETENCE

The GSA shall be responsible, to the level of competence presently maintained by other practicing professional organizations engaged in the same type of professional personal services in the southeastern United States, for the professional and technical adequacy and accuracy of designs, drawings, specifications, documents, and other work products furnished under this Agreement.

D. PUBLIC PROJECTS COMMITTEE MEETINGS

The GSA or a representative of GSA shall attend meetings as necessary with the OWNER and/or any other hydrogeologists working on the Project to discuss Project status, progress, submittals to State or Federal Agencies, etc., and other Project related matters on a weekly basis.

During the term of this agreement, GSA shall attend at least one meeting per month of the OWNER's Public Projects Committee to brief the members thereof on the progress of the project.

E. REPORTS, INTELLECTUAL PROPERTY AND OWNERSHIP OF DOCUMENTS

Periodic Reports: GSA shall, at such time and in such format as the City's representative may require, furnish such periodic reports concerning the status of the project as may be requested by the City's representative. During the course of providing services, the GSA shall furnish the City, upon request, with copies of all documents and other materials prepared and developed in relation with or as part of the project. Such a request shall be reasonable and within normal business practices for such work.

Final Plans and Reports: The final plans, drawings, specifications, periodic reports, final reports or other documents generated by GSA as instruments of service pursuant to this agreement, are considered work made for hire and shall be the property and intellectual property solely of the City of Tuscaloosa as OWNER. As instruments of service such documents may be used by the OWNER in subsequent phases of the project or program which is the subject of this Agreement, for future improvements, repairs or expansions of and connections to the project or program, on subsequent projects or programs utilizing in whole or in part information or data in the instruments of service of the GSA and also for reference and other information on other projects or programs all without any further compensation to or approval by the GSA. The OWNER may also make submissions or distributions of any such instruments of service of the GSA to meet official regulatory requirements or for other purposes in connection with the operations or business of

the OWNER without any further compensation to or approval by the GSA. The GSA shall take the necessary measures to insure that the OWNER has the same rights as regards all subconsultants' instruments of service.

City Logo and Name: The GSA shall not use the City of Tuscaloosa's name or insignia or logo in any magazine, trade paper, newspaper, advertisement or other medium without first obtaining the written consent of the OWNER.

Critical Infrastructure information: Pursuant to Ala. Code §36-12-40 (1975) as amended by Acts of Alabama 2004-487, neither the GSA, its officers, agents, employees or any subconsultant, shall at any time allow the dissemination or copying of any information exempted from public disclosure by this section and Tuscaloosa City Code §2-4(d) which specifically provides the location of critical infrastructure or critical energy infrastructure as defined in 42 U.S.C. §5195c(e) and 18 C.F.R. §388.113(c)(1), as amended, belonging to or provided to the OWNER.

Ownership of Non Instruments of Service: With the exception of instruments of service as previously identified herein, the parties acknowledge and agree that the intellectual property of either party shall remain the property of the respective party, including intellectual property developed by the GSA during the course of this agreement such as working papers which include, but are not limited to, preliminary drawings and sketches, calculations, proprietary techniques, procedures or programs, project notes, memoranda, non-owner correspondence, etc., developed or employed in the performance of services to the OWNER which shall belong exclusively to the GSA or its subconsultants. The GSA shall clearly mark and identify any such documents or materials that are not instruments of service it deems intellectual property and/or copyrighted information. To the extent they are identified as such, the OWNER will take steps reasonably necessary with its employees with respect to the use, copy, protection, and security of such intellectual property of GSA.

Provided; however, the OWNER is granted a perpetual license by GSA to utilize any of such GSA's intellectual property or copyrighted material in its possession for and on behalf of its internal operations, as well as maintenance, construction and repair of the project which was the subject of the agreement or in reference to any program developed or implemented utilizing the services of the GSA pursuant to this agreement without further approval or compensation to the GSA. Such license also extends to the right of the OWNER to utilize such intellectual property or copyrighted material during the course of any judicial, mediation, arbitration, or administrative proceeding, regardless of whether the matter concerns GSA or the services or project to which this agreement pertains. The OWNER's license also extends to making submissions or distributions of such intellectual property or copyrighted material of GSA to meet official regulatory or statutory requirements or for other purposes in connection with the project or program and future improvements, repairs or expansions of and connections to the project. Any of such submissions or distributions or usage of GSA's intellectual or copyrighted

material shall not be an infringement and shall not be construed as publication or use in derogation of the GSA's rights.

F. RECORDS AND INSPECTIONS

GSA shall maintain complete and accurate records with respect to all matters performed pursuant to this agreement. The City shall have free access at all proper and reasonable times to such records and the right to examine and audit the same and to make transcripts therefrom and to inspect all program data, documents, proceedings and activities of GSA in regard to the project. Such inspection shall not be in violation of confidentiality guarantees as elsewhere provided herein.

G. EFFECT OF STATE AND FEDERAL LAWS AND REGULATIONS.

The Scope of Services as defined herein and as provided by GSA are based upon those federal and state laws, regulations or requirements in effect on the date of execution of this agreement. State or federal laws, regulations or requirements enacted or promulgated after the date of said execution shall automatically be incorporated by GSA into the Scope of Services to the extent applicable. If such incorporation substantially increases the level of effort required of the GSA, the basis of the compensation as defined herein shall be subject to renegotiation between the parties. It shall be the responsibility of the GSA to promptly notify OWNER of any such changes in state or federal laws or regulations or requirements which would effect his/her scope of services or level of effort.

H. CONFIDENTIALITY

All documents, information, memoranda and all other such written or verbal information provided by the City to GSA shall be held strictly confidential by GSA and any of its subcontractors and shall not, without the prior written consent of the OWNER, be used for any purpose other than the performance of this agreement, nor be disclosed to any other entity not connected with the performance of this agreement. Any entities requesting such information shall be directed by GSA to contact OWNER's representative.

I. CONFLICTS OF INTEREST

The GSA represents and warrants to the OWNER that neither it nor any of its subconsultants are aware of any conflict of interest which exists or could arise by means of its provision of services to the OWNER pursuant to the terms and conditions of this agreement. This is an exclusive personal service agreement and GSA will not represent the interest of any other person, firm or entity that conflicts with the interest of the OWNER in regard to the subject matter of this agreement or the performance of services pursuant to the terms and conditions hereof.

It is understood by and between the parties hereto that neither the GSA nor any of its officers, agents or employees nor any sub consultant to the GSA nor any subsidiary, parent entity, principal officers nor any entity having a beneficial interest in any of the same, may submit a bid or proposal in response to any request for proposals or advertisement for bids resulting from the services provided in whole or in part pursuant to this agreement.

ARTICLE 5. OBLIGATIONS OF THE OWNER

It is further mutually agreed by the parties hereto:

A. OWNER-FURNISHED DATA

That, the OWNER shall provide to the GSA all technical data in the OWNER's possession, including previous reports, maps, surveys, and all other information in its possession that the GSA informs OWNER's representative is needed and relating to the GSA's work on the PROJECT. Such information shall include, but not be limited to, the OWNER's requirements for the PROJECT, and any criteria or constraints known to Owner. Unless otherwise indicated by the OWNER, the GSA may reasonably rely upon the adequacy of the information provided by the OWNER in performing GSA's services to the OWNER, subject to the same recognitions and caveats applicable to GSA's information as provided herein at Article 4. B. and with the further recognition that the OWNER is not responsible for the adequacy or accuracy of information and/or data prepared or supplied by third parties.

B. ACCESS TO FACILITIES AND PROPERTY

That, the OWNER shall make its system facilities and properties available and accessible for inspection by GSA.

C. TESTS

That, unless part of the Scope of Services, the OWNER shall perform or have performed by others at no cost to GSA such tests of equipment, machinery, pipelines, and other components of the OWNER's system facilities as may be reasonably required in connection with the Scope of Services under this Agreement.

D. TIMELY REVIEW

That, the OWNER through its designated representative shall examine all studies, reports, proposals, and other documents submitted by GSA, obtain advice of an attorney, insurance counselor, accountant or auditor as it deems appropriate for such examination in a timely manner so as not to delay the services of GSA.

E. TIMELY NOTICE

That, the OWNER through its designated representative shall give timely written notice to GSA whenever he or she observes or otherwise becomes aware of any development that affects the scope or timing of GSA's services, or any defect in the work of the GSA.

ARTICLE 6. GENERAL LEGAL PROVISIONS

It is further mutually agreed by the parties hereto:

A. AUTHORIZATION TO PROCEED

That, authorization for the GSA to proceed for the work described in Article 1 shall be considered as given upon execution of the Agreement by the OWNER.

B. PROJECT REPRESENTATIVES

That, the OWNER and the GSA respectively will designate a person(s) to act as authorized representatives of the OWNER and the GSA in matters and decisions pertinent to the timely prosecution of this project, and each authorized representative shall have the power to obligate their party within the parameters of this agreement including, but not limited to, transmitting instructions, receiving information, making project-related decisions not requiring official OWNER approval and other matters. Neither representative shall have the authority to vary the terms and conditions of this Agreement.

C. TERMINATION

- (1) That, this Agreement may be terminated by the OWNER for its convenience by giving thirty (30) days' written notice to the GSA.
- (2) This Agreement may be terminated by the GSA upon thirty (30) days' written notice to the OWNER but only if the OWNER should substantially fail to perform in accordance with this Agreement through no fault of the GSA or if the performance of the Scope of Services by the GSA is stopped by conditions beyond the control of the GSA. Failure to perform includes failure of OWNER to promptly pay the GSA in accordance with ARTICLE 3.
- (3) In the event of termination, the GSA shall be paid in full for all work previously authorized and performed up to the termination date, if the GSA delivers to the OWNER all instruments of service completed or partially completed by the date of termination.

- (4) If no termination is implemented, relationships and obligations created by this Agreement shall terminate upon completion of all applicable requirements of this Agreement.
- (5) Loss of Grant Funds

It is understood and agreed to by and between the parties that to the extent any of the compensation to GSA is payable by OWNER from the proceeds of the Grant, if the OWNER loses its eligibility to receive or continue to receive Grant funds or for any reasons the OWNER no longer can receive or obtain Grant funds, then the GSA agrees it shall immediately terminate the provision of any services on the Project upon notification from the OWNER of this fact. While the OWNER shall compensate the GSA for services rendered and expenses incurred, it will not be liable to GSA or any of GSA's subconsultants for any services rendered subsequent to the date of notice, nor will the loss of Grant funds and termination of services constitute the basis of any claim whatsoever against OWNER by GSA. GSA agrees to indemnify and hold harmless the OWNER of and from any claim or cause of action arising out of or in any manner associated with termination of services due to a loss of Grant funds from GSA and/or any subconsultant. Provided; however, if the OWNER loses Grant funding due to a failure of the GSA or any of GSA's subconsultants failure to perform services, then GSA shall be liable to OWNER for all such Grant funds and shall refund to OWNER any compensation and expenses paid by OWNER for such services.

E. ASSIGNMENT

- (1) That, this Agreement is to be binding on the heirs, successors, and assigns of the parties hereto and is not to be assigned by either party without first obtaining the written consent of the other. No assignment of this Agreement shall be effective until the Assignee assumes in writing the obligations of the assigning parties, and delivers such written assumption to the other original party to this Agreement.
- (2) Use of subconsultants by the GSA or subsidiary or affiliate firms of the GSA for technical or professional services shall not be considered an assignment or a portion of this Agreement.

Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than OWNER and GSA.

F. COURT OF JURISDICTION

That, if the OWNER and GSA cannot resolve any outstanding claims, counter-claims, disputes, and other matters in question arising out of or relating to this Agreement, then resolution of said disputes shall be decided by a court of

competent jurisdiction.

G. INDEMNIFICATION

Each party shall generally be responsible for its own acts and will be responsible for all damages, costs, fees and expenses, including attorney's fees and costs, which arise out of the performance of this agreement and which are due to that party's own negligence, carelessness, unskillfulness and other unlawful conduct and/or the negligence, carelessness or unskillfulness or other unlawful conduct of its respective officers, agents and/or employees acting in their official capacities. Provided; however, to the extent allowed by law, GSA shall defend, indemnify and hold the OWNER, its officers, agents and employees, free and harmless from and against any claims, demands, actions, damages, expenses, fees, liabilities and/or attorneys fees arising out of, by virtue of or associated with any claims, demands or actions brought by subconsultants or third parties which are related in any way or associated with the negligence, tortious acts or unlawful conduct of GSA or its respective agents, officers and employees in the performance of this Agreement.

H. REPRESENTATIVE CAPACITY

GSA shall be and remain an independent contractor and not act in the role of an agent or legal representative on behalf of the OWNER. GSA shall not have the authority to bind or obligate the OWNER, its officers, agents or employees.

ARTICLE 7. PERSONNEL

- A.** The GSA agrees to assign experienced and competent professional personnel to provide the services to the OWNER pursuant to this agreement. The GSA represents to OWNER that the following persons are so qualified and are assigned to this project or, with the consent of OWNER's representative, individuals with similar experience and qualifications:

Project Chief Hydrogeologist: Marlon Cook, _____

Project Manager: NA _____

Subconsultant: NA _____

- B.** The OWNER's designated representative shall be Joe Robinson, City Engineer of the City of Tuscaloosa.

- C.** All notices, bills, invoices and reports required by this agreement shall be sufficient if sent by the parties hereto in the United States Mail, postage prepaid thereon to the addresses noted below:

Owner: City of Tuscaloosa
P.O. Box 2089
Tuscaloosa, Alabama 35403

GSA: Geological Survey of Alabama
P.O. Box 869999
Tuscaloosa, Alabama 35486-6999

- D. GSA represents and warrants to the CITY that its Project Chief Hydrogeologist for the principal performance of services by GSA pursuant to the terms and conditions of this agreement shall be and remain Marlon Cook and there shall be no change in the Project Chief of GSA without the prior written consent of the CITY's representative.

**ARTICLE 8. ATTACHMENTS, MISCELLANEOUS CLAUSES,
SCHEDULES, AND SIGNATURES**

It is further mutually agreed:

A. ATTACHMENTS

That, the following are attached hereto and adopted herein by reference:

Exhibit A. Scope of Services

In the event of a direct conflict between any attachment and the terms of this agreement, the latter shall prevail over the former.

B. MISCELLANEOUS CLAUSES

Capacity: Each Party to this Agreement represents and warrants to the other as follows:

- (1) That it is an individual of the age of majority or otherwise a legal entity duly organized and in good standing pursuant to all applicable laws, rules and regulations.
- (2) That each has full power and capacity to enter into this Agreement, to perform and to conclude the same including the capacity, to the extent applicable, to grant, convey and/or transfer; areas, assets, facilities, properties, (both real and personal), permits, consents and authorizations and/or the full power and right to acquire and accept the same.

- (3) That to the extent required, each Party has obtained the necessary approval of its governing body or board and a resolution or other binding act has been duly and properly enacted by such governing body or board authorizing this Agreement and said approval has been reduced to writing and certified or attested by the appropriate official of the Party.
- (4) That each Party has duly authorized and empowered a representative to execute this Agreement on their respective behalf and the execution of this Agreement by such representative fully and completely binds the Party to the terms and conditions hereof.
- (5) That absent fraud, the execution of this Agreement by a representative of the party shall constitute a certification that all such authorizations for execution exist and have been performed and the other Party shall be entitled to rely upon the same. To the extent a Party is a partnership, limited liability company or joint venture, the execution of this Agreement by any member thereof shall bind the Party and to the extent that the execution of this Agreement is limited to a manager, managing partner or specific member then the person so executing this Agreement is duly authorized to act in such capacity for the Party.
- (6) That each party represents and warrants to the other that there is no litigation, claim or administrative action threatened or pending or other proceedings to its knowledge against it which would have an adverse impact upon this transaction or upon either's ability to conclude the transaction or perform pursuant to the terms and conditions of this Agreement.
- (7) That each party has obtained any and all required permits, approvals and/or authorizations from third parties to enable it to fully perform pursuant to this Agreement.
- (8) Under the provisions of the Constitution and laws of the State of Alabama, each party has the power to consummate the transactions contemplated by this agreement.
- (9) Each party represents and warrants that the execution and delivery of this agreement and the consummation of the transactions contemplated herein will not conflict with, be in violation of, or constitute (upon notice or lapse of time, or both) a default under the laws of the State of Alabama, any resolution, agreement, or other contract agreement, or instrument to which a party is subject, or any resolution, order, rule, regulation, writ, injunction, decree or judgment of any governmental authority or court having jurisdiction over the party.

- (10) This agreement constitutes the legal, valid and binding obligation of each party and is enforceable against each party in accordance with its terms, except in so far as the enforceability thereof may be limited by:
- (a) Bankruptcy, insolvency or other similar laws affecting the enforcement of creditors' rights; and
 - (b) General principles of equity, regardless of whether such enforceability is considered as a proceeding at equity or at law.
- (11) Neither party will enter into any agreement to do anything prohibited in this agreement or enter into any agreement or take any action which would in any way impair the ability of the other party to faithfully and fully perform its obligations hereunder.
- (12) Under the provisions of the Constitution and laws of the State of Alabama, each party has the power to consummate the transactions contemplated by this agreement.

Ownership of Contract Documents: This Contract Document, and copies of parts thereof, are furnished and owned either by the City or design professional. All portions of the Contract Document, and copies of parts thereof, are the instruments of serve for this project. They are not to be used on other work and are to be returned to the City on request at the completion of the work. Any reuse of these materials without specific written verification or adaptation by the City will be at the risk of the user and without liability or legal expense to the City. Such user shall hold the City harmless from any and all damages, including reasonable attorneys' fees, from any and all claims arising from any such reuse. Any such verification and adoption shall entitle the City to further compensation at rates to be agreed upon by the user and the City.

Waiver: Non enforcement of any provision of this Agreement by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remaining terms and conditions of the Agreement.

Prohibition on Assignment and Delegation: No party to this Agreement may assign or delegate its interests or obligations hereunder without the written consent of all other parties hereto obtained in advance of any such assignment or delegation. No such assignment or delegation shall in any manner whatsoever relieve any party from its obligations and duties hereunder and such assigning or delegating party shall in all respects remain liable hereunder irrespective of such assignment or delegation.

Third Party Beneficiaries: It is the intent of the parties hereto that there shall be no third party beneficiaries to this agreement.

Final Integration: This Agreement constitutes the entire agreement of the parties, as a complete and final integration thereof with respect to its subject matter. All written or

oral understandings and agreements heretofore had between and among the parties are merged into this Agreement, which alone fully and completely expresses their understandings. No representation, warranty, or covenant made by any party which is not contained in this Agreement or expressly referred to herein has been relied on by any party in entering into this Agreement.

Force Majeure: Neither party to this Agreement shall hold the other party responsible for damages or delay in performance caused by acts of God, strikes, lockouts or other circumstances beyond the reasonable control of the other or the other party's employees, agents or contractors.

Amendment in Writing: This Agreement may not be amended, modified, altered, changed, terminated, or waived in any respect whatsoever, except by a further agreement in writing, properly executed by all of the parties.

Binding Effect: This agreement shall bind the parties and their respective personal representatives, heirs, next of kin, legatees, distributees, successors, and assigns.

Captions: The captions of this Agreement are for convenience and reference only, are not a part of this Agreement, and in no way define, describe, extend, or limit the scope or intent of this Agreement.

Construction: This Agreement shall be construed in its entirety according to its plain meaning and shall not be construed against the party who provided or drafted it.

Mandatory and Permissive: "Shall", "will", and "agrees" are mandatory; "may" is permissive.

Governing Laws: The laws of the State of Alabama shall govern the validity of this Agreement, the construction of its terms, the interpretation of the rights, the duties of the parties, the enforcement of its terms, and all other matters relating to this Agreement.

Non Discrimination: The GSA agrees that in performing the work and services as required herein under this agreement, not to discriminate against any person on the basis of race color, religion, sex, age or disability. (The GSA shall fully comply with the Americans with Disabilities Act, the Fair Labor Standards Act and all other applicable laws and regulations).

Fines and Penalties: The GSA shall be solely liable for any and all fines or penalties which may be levied by any governmental authority against the OWNER and/or GSA which are related to the GSA's operations. The OWNER shall deduct the amount of the levied fine or penalty from the Contract amount.

Agreement Date/Counterparts: The date of this Agreement is intended as and

for a date for the convenient identification of this Agreement and is not intended to indicate that this Agreement was necessarily executed and delivered on said date. This instrument may be executed in any number of counterparts, each of which so executed shall be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

Use of Words and Phrases. The following words and phrases, where used in this document, shall be given the following and respective interpretations: "Herein," "hereby," "hereunder," "hereof," and other equivalent words refer to this document as an entirety and not solely to the particular portion hereof in which any such word is used.

The definitions set forth in any portion of this Agreement unless the text or context indicates differently shall be deemed applicable whether the words defined are herein used in the singular or the plural. Wherever used herein any pronoun or pronouns shall be deemed to include both singular and plural and to cover all genders.

Severability. Each provision of this agreement shall be considered to be severable and, if for any reason, any such provision or any part thereof, is determined to be invalid and contrary to any existing or future applicable law, such invalidity shall not impair the operation of or affect those portions of this agreement that are valid, but this agreement shall be construed and enforced in all respects as if the invalid or unenforceable provision or part thereof had been omitted.

No present or future official, officer or employee of the City shall ever be personally liable for the performance of any obligations hereunder.

C. ALABAMA IMMIGRATION LAW

GSA shall comply with Alabama Act 2011-535 in regard to subcontractors, employees, and otherwise. The GSA shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien, and shall attest to such by sworn affidavit signed before a notary. GSA shall cooperate with the City in providing information needed by the City to verify the status of any person as may be required by Alabama Act No. 2011-535. The requirements of this section are mandated by Alabama state law and should not be interpreted as a City initiative. In the event the state law requirement is repealed, then the GSA will not be held to the requirements of this section.

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in triplicate on this the 8th day of October, 2012.

CITY OF TUSCALOOSA, A Municipal Corporation

BY: Walter Maddox
Walter Maddox, Mayor

ATTEST:

Jacy Broom
City Clerk

GEOLOGICAL SURVEY OF ALABAMA

BY: [Signature]
Its: State Geologist

ATTEST:

Irene J Burgess

STATE OF ALABAMA)
TUSCALOOSA COUNTY)

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Walter Maddox, whose name as Mayor of the City of Tuscaloosa, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the within instrument, he, as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 8th day of October, 2012.

Vickie Milliland
Notary Public

My Commission Expires: 3/17/15

STATE OF ALABAMA)
COUNTY OF TUSCALOOSA)

I, Irene J. Burgess, a Notary Public in and for said State at Large, hereby certify that Berry H. Jew, Jr., who is named as State Geologist, is signed to the foregoing document, and,

- Who is known to me, or
- Whose identity I proved on the basis of _____, or
- Whose identity I proved on the oath/affirmation of _____, a creditable witness to the signer of the above document

and that being informed of the contents of the document, he/she, as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 4th day of October, 2012.

Irene J. Burgess
Notary Public

My Commission Expires: 9/22/2013

PROPOSAL

Surface-and Storm-Water Assessment for the City of Tuscaloosa

By
The Geological Survey of Alabama

Introduction and Purpose

The City of Tuscaloosa is in a unique hydrologic setting determined by the underlying geology of the area, characterized by the Fall Line, the boundary of hard rocks of Paleozoic Age to the north, and unconsolidated Coastal Plain sediments to the south. Geologic structures in the Pottsville Formation that underlie the city and structures of the Valley and Ridge Physiographic Province southeastward from the city influence the flow of the Black Warrior River and its tributaries. Most of the ground and surface water in the city south of the Black Warrior River flows southwestward into Moody Swamp before draining into the river. A relatively small amount of water drains northward into the river and eastward into Hurricane Creek. Water in the city north of the river drains southward into the river.

Impairments in riparian areas, stream channels, and water-quality in the watersheds that drain the City of Tuscaloosa may be readily observed. However, the magnitude of the impairments, specific contaminants, and sources or causes of impairments can only be determined through monitoring and analytical assessment.

The purposes of this monitoring and assessment project is to determine the quality of surface water draining from the City of Tuscaloosa, the amount of sediment eroded and transported by the storm water drainage system, and the acquisition of new data to compare with data collected in a previous investigation by the Geological Survey of Alabama (GSA) in 2005. Hydrogeologic and geochemical data will be collected and utilized to determine the magnitude and possible origins of water quality impairments and to make recommendations for improvements in the condition of streams and water quality and to more efficiently manage the storm water drainage in the City of Tuscaloosa. Data for the proposed project will be collected from the same sites using much of the same methodology as from the previous study.

The assessment will include the following work elements and results:

I. Surface-Water Hydrology and Water Quality

A. Discharge Data Collection

Discharge will be measured for each project stream (20 streams). These data will be used to determine suspended and bed sediment loads and stream runoff conditions at the time of sampling.

EXHIBIT A

B. Chemical Analysis of Inorganic and Organic Constituents of Water Samples, Sediment Loading, and Bacteria Counts for Water Samples Collected from Selected Streams and Storm Water Outfalls

Water samples will be collected and suspended sediment will be monitored at 20 sites in the City of Tuscaloosa drainage area. Bed sediment loads will also be monitored at all appropriate sites. Sediment monitoring will be performed 10 times per year during various discharge events from low to high flow. Water samples will be collected at 10 sites during a high flow event for comprehensive analysis. Water samples will be analyzed for selected field parameters, suites of inorganic constituents including trace and toxic metals, and nutrients (table 1), organic constituents (table 2), and bacteria. Field analytical data will be collected at each site during each monitoring event. Water sample and field analytical data will be utilized to determine sediment loads, and to determine concentrations of organic and inorganic contaminants and bacteria in the monitored streams and storm water outfalls. Stream discharge will be measured at the time of each sample collection and will be related to the analytical results. Sediment loads will be determined using digital modeling techniques.

Table 1. Proposed field and inorganic constituent analyses.

Discharge	Total Kjeldahl nitrogen	Calcium
Bedload sediment	Nitrite (NO ₂ as N)	Chromium
Dissolved oxygen	Nitrite (NO ₂ as NO ₂)	Copper
Specific conductance	Nitrate (NO ₃ as N)	Iron
pH	Nitrate (NO ₃ as NO ₃)	Lead
Temperature	Total nitrate/nitrite (NO _x as N)	Magnesium
Turbidity	Total nitrate/nitrite (NO _x as NO ₃)	Manganese
Total suspended solids (TSS)	Potassium	Mercury
Total dissolved solids (TDS)	Orthophosphate (PO ₄)	Nickel
Hardness	Total dissolved phosphorus (P)	Silver
Bicarbonate	Silica	Sodium
Carbonate	Sulfate	Tin
Alkalinity	Aluminum	Zinc
Bromide	Barium	Chlorophyll A
Fluoride	Beryllium	Fecal Streptococcus
Chloride	Boron	Fecal Coliform
Ammonia (NH ₃ as N)	Cadmium	

Table 2. Proposed organic constituent analyses.

Oil and grease
Surfactants
Total organic carbon
Phenols
Total petroleum hydrocarbons

IV. Deliverables

Deliverables will include text describing methods of investigation, acquired data, interpretations of data, conclusions, and graphics consisting of photographs, charts, graphs, and maps. Final reports will be prepared using Geographical Information System and will be provided in digital format.

Project Cost Estimate

\$45,000.00

GSA Cost Share

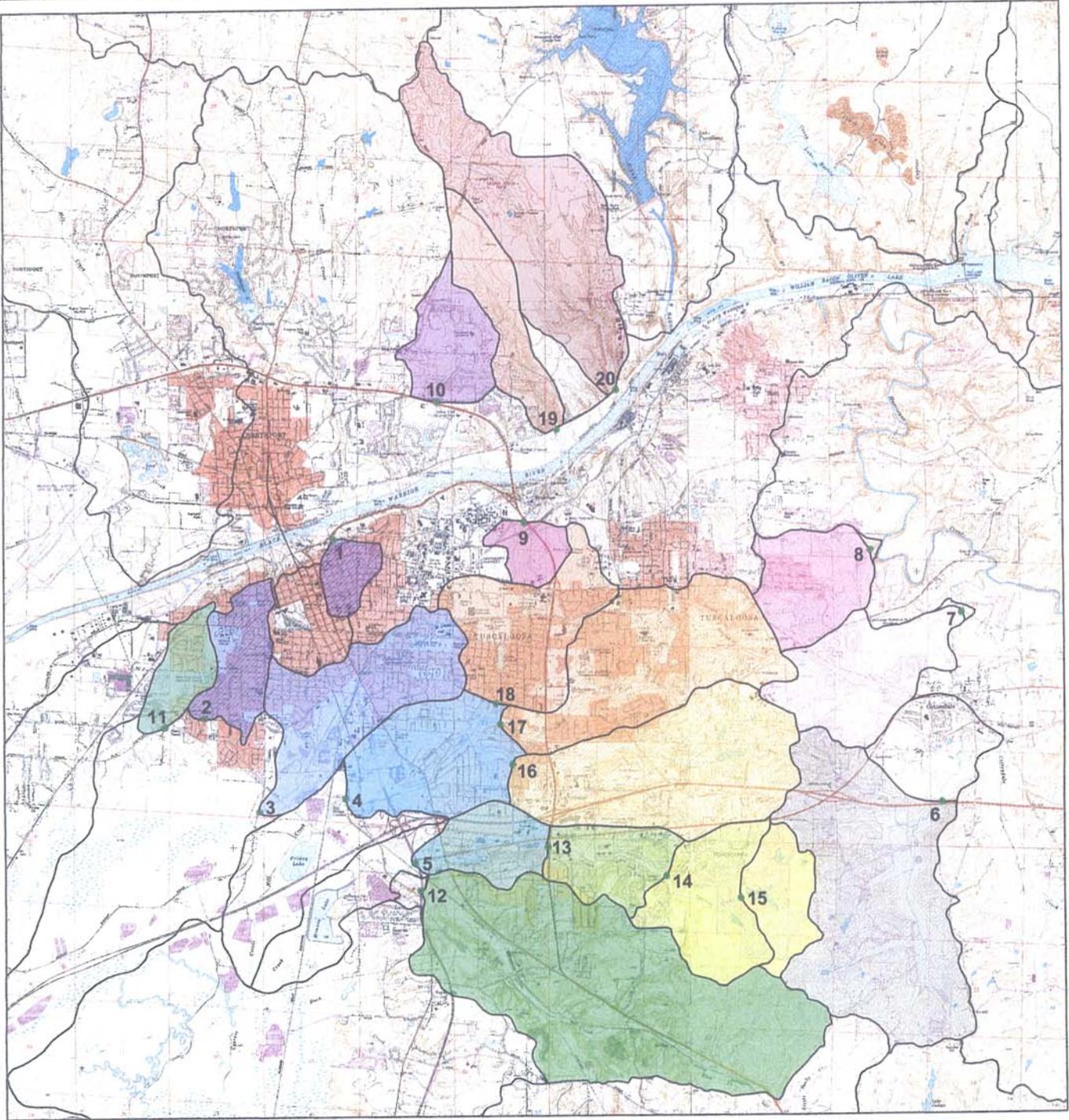
\$11,550.00

City of Tuscaloosa Cost

\$33,450.00

Project Completion Time

13 Months



**MONITORING SITES AND WATERSHEDS FOR THE CITY OF TUSCALOOSA
STORM WATER ASSESSMENT WATERSHEDS**

By
Wiley P. Henderson, Jr., and Marlon R. Cook
2005

Explanation

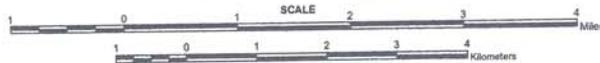
Monitoring sites Tuscaloosa city limit

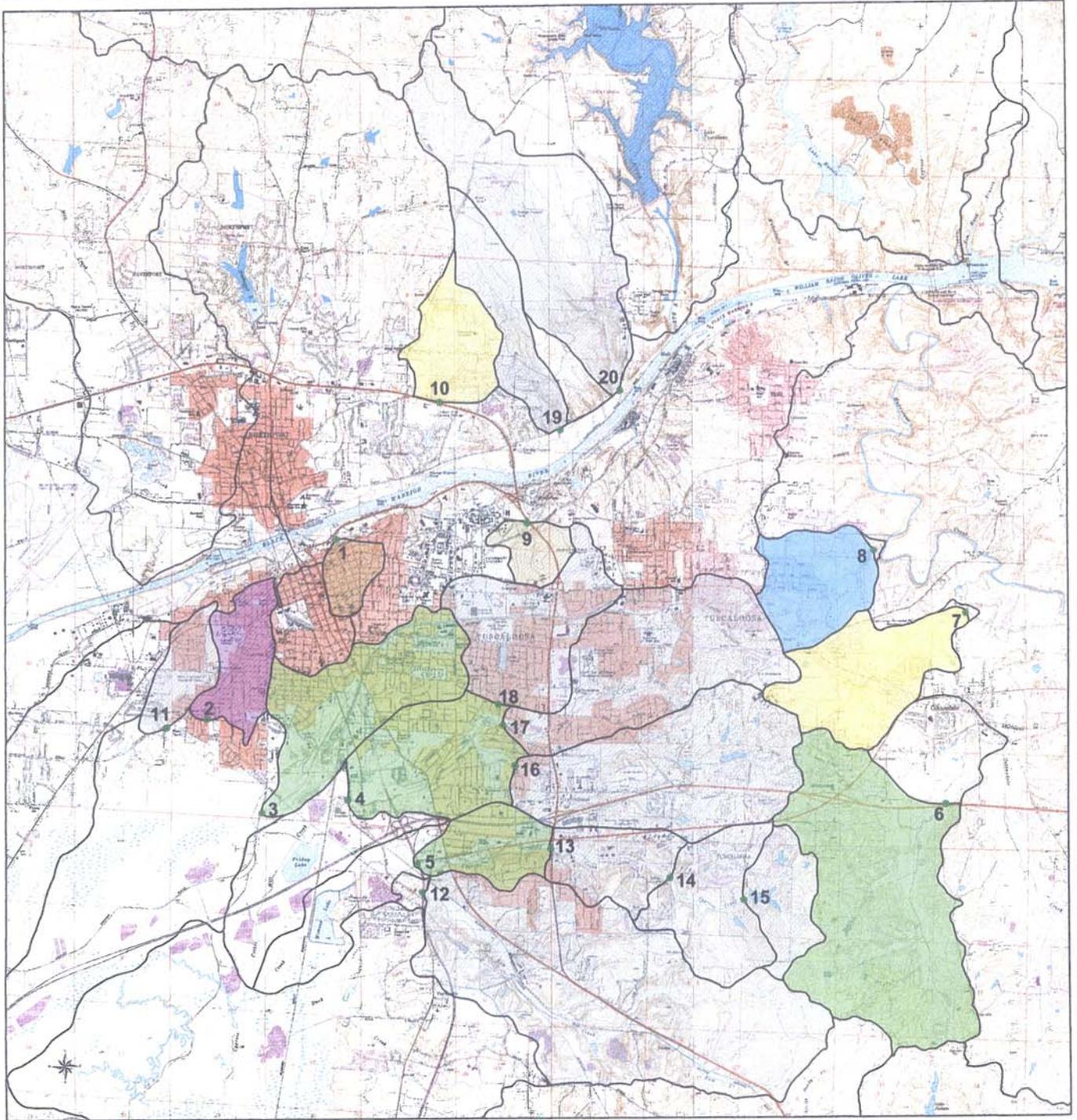
Monitoring watersheds and site names

- | | | | |
|---|--|---|---|
| 1) Unnamed tributary to Black Warrior River at JWP. | 6) Unnamed tributary to Cottondale Creek at JVC Rd. | 11) Unnamed tributary to Moody Swamp at Fosters Ferry Rd. | 16) Unnamed tributary to Cribbs Mills Creek at 2nd Ave. East |
| 2) Unnamed tributary to Moody Swamp at 29th St. | 7) Unnamed tributary to Hurricane Creek at Keenes Mill Rd. | 12) Runn Creek at Hwy. 69 | 17) Cribbs Mill Creek at 2nd Ave. East |
| 3) Unnamed tributary to Moody Swamp at MLK Dr. | 8) Unnamed tributary to Hurricane Creek near Summerfield subdivision | 13) Cypress Creek at Hwy. 82 | 18) Unnamed tributary to Cribbs Mill Creek at Hargrove Rd. |
| 4) Cribbs Mill Creek at Kaufoosa Ave. | 9) Unnamed tributary to Black Warrior River near Campus Dr. | 14) Cypress Creek at Cypress Creek Ave. | 19) Unnamed tributary to Black Warrior River at Rice Mine Rd. |
| 5) Cypress Creek at Hwy. 69 | 10) Unnamed tributary to Black Warrior River near Open Door Baptist Church | 15) Cypress Creek at Diamond Ridge Ln. near Spring Hill Lk. | 20) Unnamed tributary to Black Warrior River at Rice Mine Rd. |



Berry H. (Rick) Tew, Jr.
State Geologist





PHOSPHORUS CONCENTRATIONS FOR THE CITY OF TUSCALOOSA STORM WATER ASSESSMENT WATERSHEDS

By
Wiley P. Henderson, Jr., and Marlon R. Cook
2005

Index Map



Explanation

Monitoring sites

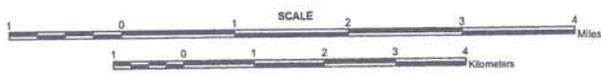
Watersheds Tuscaloosa city limit

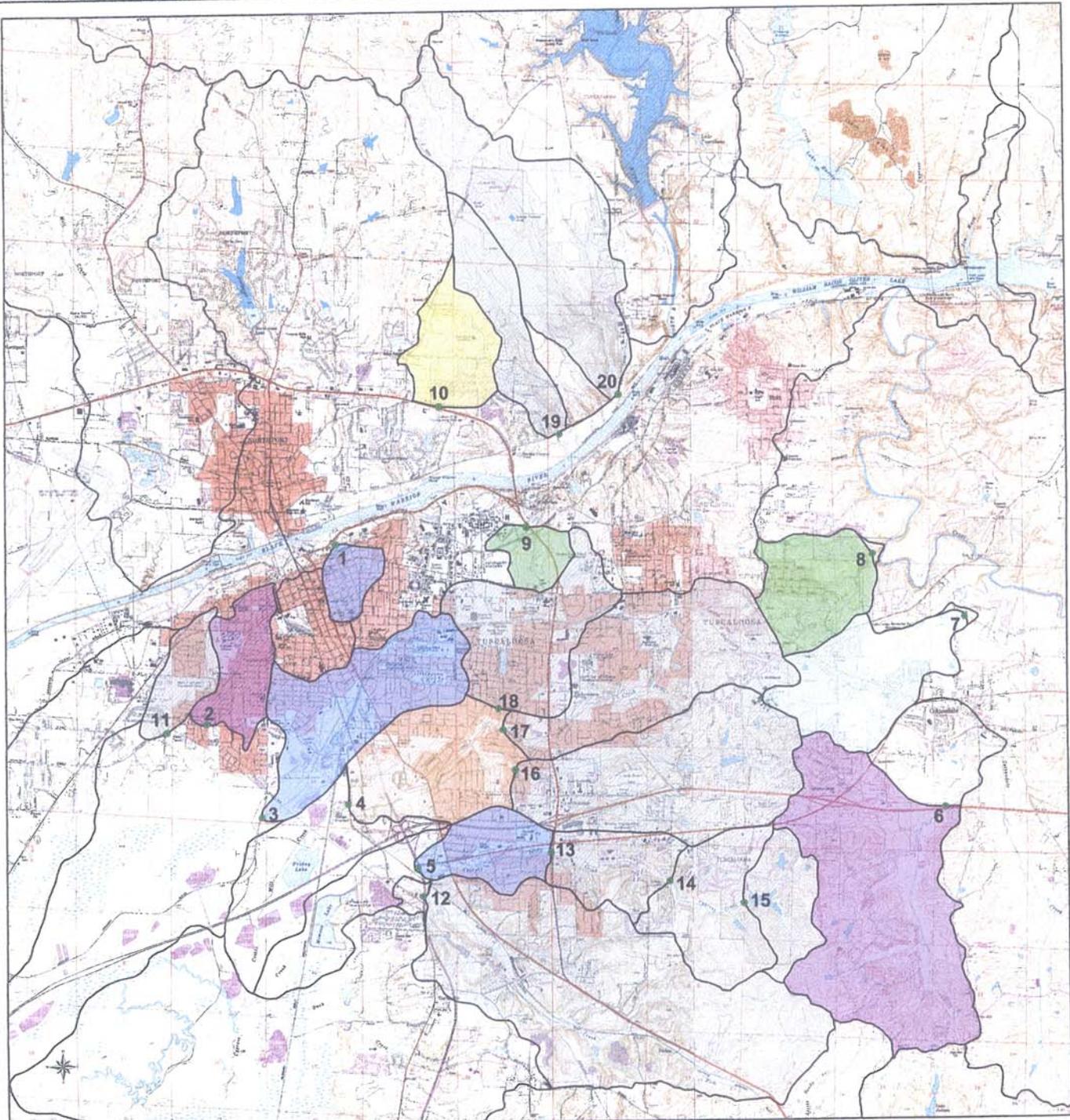
Phosphorus concentrations for monitoring sites 1-10 (mg/L)

Not monitored	0.09 - 0.10
0.04 - 0.05	0.11 - 0.50
0.06 - 0.08	0.51 - 1.00



Berry N. (Nick) Tew, Jr.
State Geologist





NITRATE CONCENTRATIONS FOR THE CITY OF TUSCALOOSA STORM WATER ASSESSMENT WATERSHEDS

By
 Wiley P. Henderson, Jr., and Marlon R. Cook
 2005

Index Map



Explanation

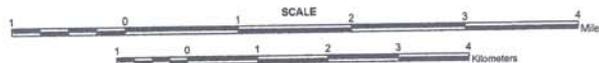
- Monitoring sites
- ▭ Watershed boundaries
- ▨ Tuscaloosa city limit

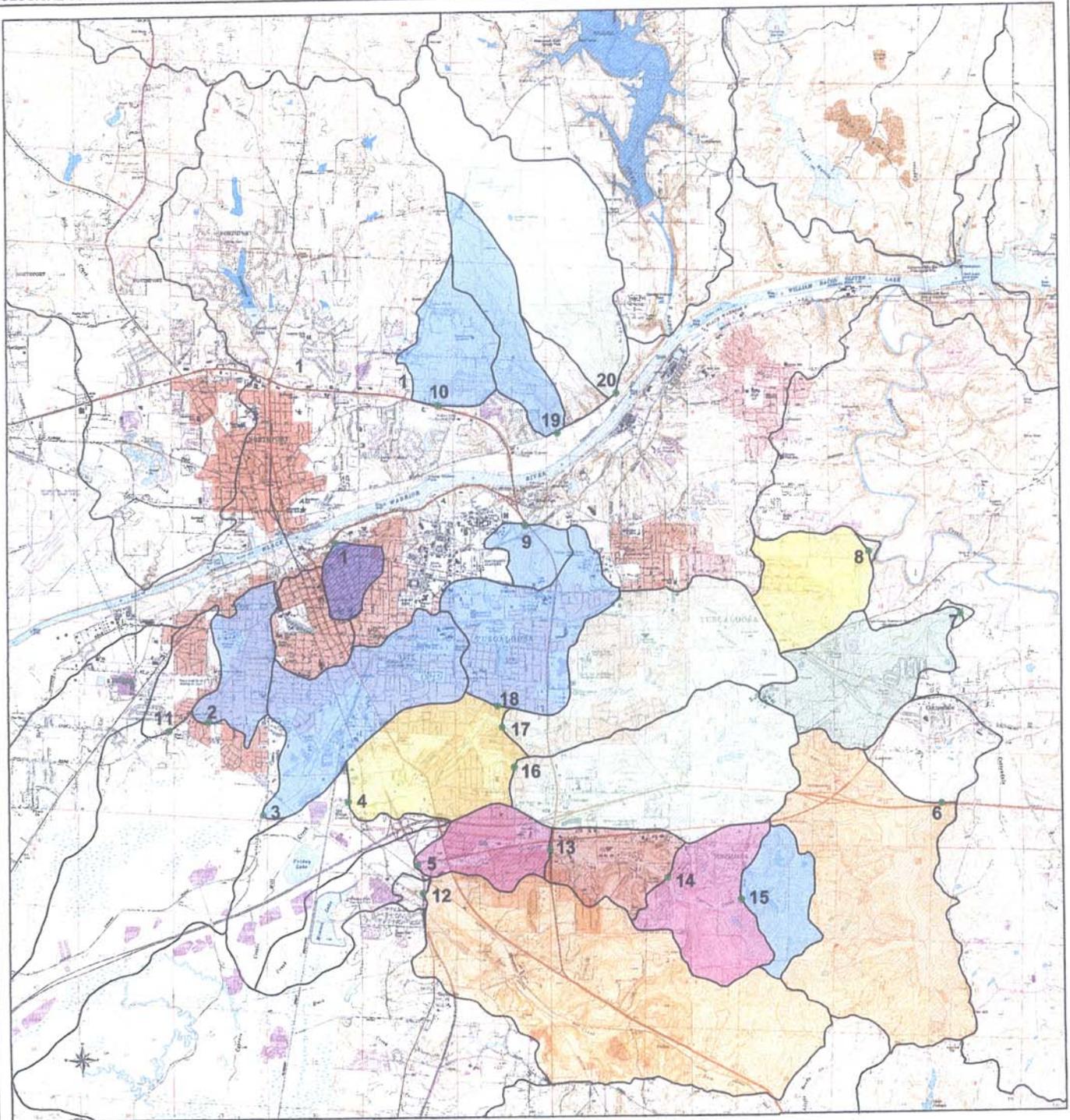
Nitrate concentrations for monitoring sites 1-10 (mg/L)

Not monitored	1.51 - 2.00
0.00 - .50	2.01 - 2.50
0.51 - 1.00	2.51 - 3.00
1.01 - 1.50	3.01 - 3.50



Berry H. (Nick) Tew, Jr.
 State Geologist





TOTAL SEDIMENT LOADS FOR THE CITY OF TUSCALOOSA STORM WATER ASSESSMENT WATERSHEDS

By
Wiley P. Henderson, Jr., and Marlon R. Cook
2005

Index Map



Explanation

Watersheds	Tuscaloosa city limit
Monitoring sites	
Total Sediment Load (tons/year)	
0 - 100	5001 - 10000
101 - 500	10001 - 15000
501 - 1000	15001 - 20000
1001 - 2000	20001 - 25000
2001 - 5000	



Berry H. (Pete) Taw, Jr.
State Geologist



City of Tuscaloosa

Office of City Engineer

Mayor Walter Maddox

David R. Griffin, III, PE
City Engineer

Council Members

Bobby Howard - District 1
Harrison Taylor - District 2
Cynthia Almond - District 3
Lee Garrison - District 4
Kip Tyner - District 5
Bob Lundell - District 6
William Tinker - District 7

1000 28th Avenue, Tuscaloosa, Al. 35401 (205)248-5380 Fax (205)349-0341 E-mail: dgriffin@tuscaloosa.com

M-E-M-O-R-A-N-D-U-M **from** **Joshua D. Yates, CFM**

April 12, 2017

RE: ESCALATING ENFORCEMENT PROCEDURE FOR ILLICIT DISCHARGES

The purpose of this is to reduce or eliminate the discharge of pollutants into the City's MS4 to the maximum extent practicable. The following procedures shall apply to all illicit discharges detected:

- Notification of Violation
- Correction Notice (Verbal or Written)
- BMP Training for Extreme Cases
- Stop Work Order
- 7 Day Letter & Notification to ADEM
- Court Order



City of Tuscaloosa

BMP INSPECTION REPORT

Project Name: _____ Subdivision: _____ LDP #: _____

Inspected By: _____ Date & Time: _____ Page ___ of ___

A. Phase of Development: Initial Site Grading ___ Building and Construction ___ Punch List ___

B. BMP's Applied: Condition of BMP's (Check One)

(Check all that apply)

Good Fair Poor

Comments

- Construction Exit -----
- Silt Fence -----
- Check Dams -----
- Diversions -----
- Grass Swale -----
- Inlet Protection -----
- Outlet Protection -----
- Sediment Basin -----
- Seeding -----
- Sod -----

C. Additional BMP's needed (potential practice and location):

D. Additional Comments:

E. Sampling: Outfall sampling necessary to evaluate the effectiveness of BMP implementation based on evaluation of qualified credentialed inspector. Yes ___ No ___

F. Significant rainfall events since last inspection (date and amounts):

G. Inspection report reviewed with responsible owner/contractor/engineer

Inspector: _____ Date _____

Responsible Person: _____ Date _____



CITY OF TUSCALOOSA

OFFICE OF THE CITY ENGINEER

Construction Sites

<u>File</u>	<u>Date</u>	<u>Location</u>	<u>District</u>	<u>Description of Violation</u>	<u>Action Taken</u>
C-1		Outfall at Manderson Landing	4	Paint & floatables discharging into the river	Conducted meeting with responsible contractors to discuss BMP's on 7/24.
C-2	19-Jul-12	Patriot Parkway	2	Mud/dirt in the street due to lack of exit pad	Verbal warning issued to engineer and on site superintendent.
	26-Jul-12	1104 Hilliard Dr.		No storm drain inlet protection.	Corrective action notice issued 7/26. Talked with engineer and on site superintendent. Contractor brought in for BMP training.
C-3	30-Jul-12	1104 Hilliard Dr.	4	Dirt on paved areas needed sweeping/cleaned. A lot of trash on site that can get into stormwater inlets.	Verbal warning. Engineer also e-mailed contractor
	1-Aug-12	5 Points/Cottondale		Sediment being tracked onto Univ. Blvd. & Old Cottondale Rd.	Verbal warning to contractor and e-mail sent to engineer.
C-4	10-Aug-12	5 Points/Cottondale	5	Sediment being tracked onto Univ. Blvd. & Old Cottondale Rd.	Corrective Action Notice issued to both sites. Notice lifted on 8/13 for both sites. BMP training 8/22.
	8-Aug-12			No erosion control devices present. Mud tracked out onto 6th Ave.	Talked with contractor and gave verbal warning.
C-5	2-Oct-12	513 13th Street	4	Mud/dirt being tracked onto the street due to lack of exit pad.	Corrective Action Notice issued 10/2. Notice lifted 10/3.
C-6	13-Aug-12	1426 McFarland Blvd. N	3	Exit pad was covered in mud which was tracking into the street.	Told on site superintendent to get pad cleaned or lay a new pad. New pad was laid.
C-7	14-Aug-12	18th Street sidewalk - Forest Lake	2	Mud/dirt in the curb/gutter from lack of BMP's on road.	Verbal warning issued to contractor.
C-8	14-Aug-12	6th Street East	5	Not enough vegetation and turbid water leaving the site	Stop Work Order posted 5/17/12.
C-9	16-Aug-12	2218 University Blvd.	1	No inlet protection and sediment leaving the site.	Corrective Action Notice issued 8/16. Notice lifted 8/23.
	16-Aug-12			No inlet protection, silt fences failing and sediment leaving site.	Corrective Action Notice issued 8/16. Stop Work Order issued 9/7. Stop Work Order/Corrective Action Notice lifted 9/10.
	28-Dec-12			Sediment leaving site due to failure to maintain BMP's.	Verbal warning to engineer.
C-10	30-Jan-13	1914 University Blvd.	1	Sediment leaving site due to failure to maintain BMP's.	Corrective Action Notice issued 1/30. Notice lifted 1/31.

C-11	22-Aug-12	808 Veterans Mem. Pkwy.	5	Sediment leaving the site and entering storm drain on Vet. Mem. Pkwy. side of site.	Verbal warning to contractor on 8/17. Corrective Action Notice issued 8/22. Notice lifted 8/24.
C-12	14-Aug-12	Spring Valley subdivision	6	Major erosion problems in phase II. Pictures in file.	Pending
C-13	24-Aug-12	6736 Hwy 69 South	2	Sediment leaving the site and no inlet protection.	Corrective Action Notice issued 8/24. Notice lifted 8/28.
C-14	5-Sep-12	Neptune's Cove Phase 2	3	Sediment leaving the site and inadequate erosion control devices.	Corrective Action Notice issued 9/5. Notice lifted 9/7.
C-15	5-Sep-12	Townes of North River Phase 4 Sec 2	3	Sediment leaving the site and no erosion control devices.	Corrective Action Notice issued 9/5. Notice lifted 9/11.
C-16	11-Sep-12	5310 Old Montgomery Hwy.	2	No LDP, sediment leaving the site and more	Stop Work Order posted 9/11. Stop Work Letter sent 9/13. LDP issued 11/29. Stop Work Order lifted 11/29.
C-17	11-Sep-12	407 Hargrove Rd.	7	Sediment leaving site, failure to maintain erosion control devices.	Corrective Action Notice issued 9/11. Notice lifted 9/17.
C-18	28-Sep-12	Dinah Washington Ave. sidewalk	1 & 2	No inlet protection. Little to no BMP's in place.	Corrective Action Notice issued 9/28. Notice lifted 10/9.
C-19	2-Oct-12	405 15th Street E.	2	Mud/dirt being tracked onto the street.	Verbal warning to on site superintendent.
C-20	3-Oct-12	3003 25th Street	2	Mud/dirt being tracked onto the street, no inlet protection.	Verbal warning to on site superintendent. Corrective Action Notice issued 10/15. Notice lifted 10/19.
C-21	15-Oct-12	2608 10th Ave.	2	Mud/dirt being tracked onto the street.	Corrective Action Notice issued 10/18. Notice lifted 10/31.
C-22	18-Oct-12	1650 Jack Warner Pkwy.	4	Sediment leaving site, failure to maintain erosion control devices. Sediment on Riverwalk.	Talked with the project engineer and alerted the county of the problem. Corrective Action Notice issued 12/5. Notice lifted 12/13.
C-23	27-Nov-12	57 Crescent Ridge Road	PJ	No BMP's in place.	Corrective Action Notice issued 12/5. Notice lifted 12/13.
C-24	5-Dec-12	2517 29th Street	2	No BMP's in place.	Verbal warning to on site superintendent. Corrective Action Notice issued 12/20. Notice lifted 12/28.
C-25	20-Dec-12	900 Skyland Blvd. E	6	Mud/dirt being tracked off site. Sediment leaving site. Silt fences failing. 2" of mud has entered neighboring business' dumpster area.	Corrective Action Notice issued 12/20. Notice lifted 12/28.
C-26	7-Dec-12	5860 Old Montgomery Hwy.	7	No LDP, filling in a floodway/flood hazard area.	Stop work order posted 12/7.

C-27	10-Dec-12	Fields Crossing subdivision	PJ	No BMP's in place. This has caused the sewer lift station to fill with sediment and mud.	Referred to Transportation Inspector per Storm Drainage Engineer.
C-28	21-Dec-12	501 15th Street E	2	Mud/dirt being tracked off site. No entrance/exit pad.	Verbal warning to contractor. Corrective Action Notice issued 12/26. Notice lifted 12/28.
C-29	27-Dec-12	101 15th Street	2	Sediment entering storm drain. No entrance/exit pad. Silt fences failing.	Corrective Action Notice issued 12/27. Notice lifted 1/10.
C-30	27-Dec-12	304 Hargrove Road 2210 University Blvd.	2	Inlet protection missing/failing. Silt fences failing.	Corrective Action Notice issued 12/27. Notice lifted 12/31.
C-31	26-Dec-12	E	5	No inlet protection.	Corrective Action Notice issued 12/26. Notice lifted 12/27.
C-32	27-Dec-12	19 15th Street	2	Stockpile uncovered. No inlet protection.	Verbal warning to contractor.
C-33	27-Dec-12	110 Hargrove Road	2	Sediment leaving site. Failure to maintain BMP's.	Verbal warning to contractor.
C-34	27-Dec-12	324 15th Street E	4	Sediment leaving site. Failure to maintain BMP's.	Verbal warning to on site superintendent.
	27-Dec-12			Sediment leaving site. Failure to maintain BMP's.	Verbal warning to engineer.
C-35	5-Mar-13	1402 18th Ave. E	5	Sediment leaving site.	Corrective Action Notice issued 3/5. Notice lifted 3/11.
C-36	27-Dec-12	3440 Kauloosa Ave	2	Failure to maintain BMP's. Improper inlet protection.	Verbal warning to engineer.
C-37	3-Jan-13	2800 MLK Jr. Blvd	1	Mud/sediment leaving site.	Verbal warning to engineer & contractor.
C-38	10-Jan-13	1309 McFarland Blvd. E	5	Mud/sediment leaving site.	Verbal warning to engineer & contractor.
C-39	25-Jan-13	1100 & 1104 13th Street	4	Mud/sediment leaving site.	Verbal warning on site superintendent. Correction Action Notice issued 1/31. Notice lifted 2/5.
	25-Jan-13			Insufficient exit pad. Mud/sediment leaving site.	Verbal warning on site superintendent.
C-40	1-Mar-13	1431 19th Avenue	5	No onsite inlet protection.	Verbal warning on site superintendent.
	25-Jan-13			No exit pad. Mud/sediment leaving site.	Verbal warning on site superintendent. Correction Action Notice issued 1/28. Notice lifted 1/28.

C-41	27-Feb-13	Forest Lake Drive & 16th Street E	2	Mud/sediment leaving site. Failure to maintain erosion control devices. Adjacent lay down yard needs BMP's installed.	Corrective Action Notice issued 2/27. Stop Work Order issued 3/5. Stop Work Order/CAN lifted 3/7.
C-42	31-Jan-13	1005 13th Street	4	No BMP's. Mud/sediment leaving site.	Corrective Action Notice issued 1/31. Notice lifted 2/5.
C-43	31-Jan-13	1021 Convent Street	4	No exit pad. Mud/sediment leaving site.	Corrective Action Notice issued 1/31. Notice lifted 2/19.
C-44	1-Feb-13	70 Skyland Blvd.	7	Inlet protection needed.	Verbal warning to engineer.
C-45	1-Feb-13	Cloverdale Lots 23, 25 & 27	4	No exit pad. Mud/sediment leaving site.	Corrective Action Notice issued 2/1. Notice lifted 2/6.
C-46	5-Feb-13	908 13th Street	4	No BMP's. Mud/sediment leaving site.	Corrective Action Notice issued 2/5. Notice lifted 2/6.
	5-Feb-13			Sediment leaving site. Inlet protection needed. Broken storm drain pipe exposed.	Corrective Action Notice issued 2/5. Notice lifted 2/6.
C-47	19-Feb-13	Cloverdale Road & Meador Drive	4	Sediment leaving site due to insufficient exit pads.	Corrective Action Notice issued 2/19.
C-48	7-Feb-13	37 Cloverdale Road	4	Sediment leaving site due to insufficient exit pad.	Corrective Action Notice issued 2/7.
C-49	19-Feb-13	29 Meador Drive	4	Sediment leaving site due to insufficient exit pad.	Corrective Action Notice issued 2/19. Notice lifted 2/21.
C-50	26-Feb-13	705 13th Street	4	Sediment leaving site.	Corrective Action Notice issued 2/26. Notice lifted 3/1.
C-51	27-Feb-13	5900 McFarland Blvd. E	7	No LDP. No BMP's.	Stop Work Order issued 2/27.
C-52	5-Mar-13	6000 Grover Burchfield Drive	1	Sediment leaving site. (Also, concrete scrap pieces being placed into ditch beside property.)	Corrective Action Notice issued 3/5. Notice lifted 3/6.

Municipal Sites

File No.	Date	Location	Description of Violation	Action Taken
M-1	19-May-12	1125 Jack Warner Pkwy NE	4,000 gallon sodium hypochlorite tank spilled causing unknown amount of NaOCl to enter storm drain	Was not notified. Have since been added to TFD and EMA notification list.
M-2				
M-3				
M-4				
M-5				
M-6				
M-7				
M-8				
M-9				
M-10				
M-11				

Reported Spills

<u>File</u>	<u>Date</u>	<u>Location</u>	<u>District</u>	<u>Description of Spill</u>	<u>Action Taken</u>
R-1	25-Jul-12	940 15th Street E	5	TFD reported petroleum spill in parking lot.	TFD contained & cleaned spill. No sign of spill once our inspector arrived on site.
R-2	14-Aug-12	2109 Forest Lake Dr.	2	Paint washed into stormdrain inlet and was discharging into Cribbs Mill Creek tributary No. 1. Hose broke on truck hauling dumpster which spilled hydraulic fluid into the street. Estimated 3-4 gallons entered stormdrain.	Talked to resident and informed him that dumping any materials into stormdrain is illegal.
R-3	17-Aug-12	2128 University Blvd.	1	Paint spill on road. No responsible party identified. Minimal amount reached storm drain.	Contractor stopped flow of fluid with sand. EMA was notified.
R-4	24-Aug-12	Veterans Mem. Pkwy at 13th Ave. E	5	Dried paint on gutter leading to storm drain.	Investigated & documented.
R-5	21-Aug-12	Acadian Place	3	Tanker truck overturned spilling 3000 gallons of biodegradable cleaning solvent DDE-4.	Investigated & documented. Spill was contained.
R-6	9-Oct-12	Buttermilk Road & I 59/20	6	Sewage backup.	Investigated & documented.
R-7	26-Feb-13	3701 Kauloosa Ave	2	Wreck involving front end of semi. Estimated 5 gallons entered storm drain.	Investigated & documented.
R-8	4-Apr-13	10th Ave & Meadowlawn	2		Investigated & documented.
R-9					
R-10					
R-11					

LOW IMPACT DEVELOPMENT DATABASE

#	SITE DESCRIPTION	LOCATION	LOW IMPACT ELEMENTS
2254	The Avenue	69 South	Infiltration - Detention Pond
2260	Commercial Bldg.	1220 17th St.	Infiltration - Grass Bioswale
2261	Auto Zone	69 South	Infiltration - Grass Bioswale
2263	Duplex	1021 Convent	Pervious Pavers
2264	Public Safety and Logistics Bldg.	Kaloosa	Infiltration - Grass Bioswale
2267	North River Surgical Center Addition	Rice Mine Rd.	Infiltration Stone / Sheetflow
2269	Triplex	908 13th St.	Infiltration - Stone / Grass
2270	Triplex	1100 13th St.	Infiltration - Stone / Grass
2274	Apartments	1005 13th St.	Infiltration - Stone Bioswale
2275	Wesley Place	Cloverdale Lots 23, 25, & 27	Infiltration - Stone Bioswale
2283	Residence	807 Frank Thomas Ave	Infiltration - Stone Bioswale
2285	Phi Kappa Phi	U of A	Infiltration - Pervious Pavers / Grass Bioswale
2288	Alabama One Credit Union	70 Skyland Blvd. E.	Infiltration - Grass Bioswale
2293	Duplex	705 13th St.	Infiltration - Stone Bioswale
2295	Chick-Fil-A	801 Old Greensboro Rd.	Infiltration - Grass Bioswale
2296	Your Way Addition	930 26th Ave. E.	Underground Detention and Absorption
2297	Rock Point Estates	1214 Paul Bryant Drive	Permeable Pavers
2298	Duplex	1015 12th St.	Permeable Pavers
2300	Gander Mountain	3325 McFarland Blvd.	Infiltration - Inlets in Grass Islands
2304	Contemporary Mitsubishi	3427 Skyland Blvd. E.	Infiltration - Inlets in Grass Islands
2310	Henry Apartments	300 Thomas St.	Permeable Pavers
2322	Duplex	607 13th St	Infiltration - Grass Bioswale
2325	Alberta Baptist Church	2210 University Blvd. E.	Infiltration - Inlets in Grass Islands
2330	Duplex	1423 Cloverdale Rd.	Infiltration - Stone Parking
2331	Green Bear	925 Greensboro Ave.	Vortech Separator
2332	Alberta Church of God	10050 N Highway 11	Sheet Flow in Grass Swales
2334	Old ROW	Cloverdale	Infiltration - Stone Parking
2338	Duplex	518 Wesley Place	Infiltration - Stone Parking
2340	Duplex	29 Meador Dr.	Infiltration - Stone Parking
2343	Duplex	1011 12th St.	Infiltration - Stone / Grass
2346	Duplex	29 Wesley Place	Infiltration - Stone / Grass

Street Sweeping Program

<u>DATE</u>	<u># OF LOADS</u>	<u>CUBIC YARDS OF DEBRIS</u>	<u>CUMULATIVE TOTAL (CY)</u>	<u>CUMULATIVE LBS. REMOVED</u>	<u>CUMULATIVE TONS REMOVED</u>
07-27-2012 -- 08-02-2012	24	144	144	388800	194.4
08-03-2012 -- 08-09-2012	25	150	294	793800	396.9
08-13-2012 -- 08-16-2012	27	162	456	1231200	615.6
08-24-2012 -- 08-30-2012	20	120	576	1555200	777.6
08-31-2012 -- 09-06-2012	21	126	702	1895400	947.7
09-07-2012 -- 09-13-2012	34	204	906	2446200	1223.1
09-14-2012 -- 09-20-2012	27	162	1068	2883600	1441.8
09-21-2012 -- 09-27-2012	34	204	1272	3434400	1717.2
09-28-2012 -- 10-04-2012	34	204	1476	3985200	1992.6
10-05-2012 -- 10-11-2012	22	132	1608	4341600	2170.8
10-12-2012 -- 10-18-2012	27	162	1770	4779000	2389.5
10-19-2012 -- 10-25-2012	28	168	1938	5232600	2616.3
10-26-2012 -- 11-01-2012	28	168	2106	5686200	2843.1
11-02-2012 -- 11-08-2012	32	192	2298	6204600	3102.3
11-09-2012 -- 11-15-2012	33	198	2496	6739200	3369.6
11-16-2012 -- 11-22-2012	20	120	2616	7063200	3531.6
11-23-2012 -- 11-29-2012	30	180	2796	7549200	3774.6
11-30-2012 -- 12-06-2012	35	210	3006	8116200	4058.1
12-07-2012 -- 12-13-2012	32	192	3198	8634600	4317.3
12-14-2012 -- 12-20-2012	29	168	3366	9088200	4544.1
12-21-2012 -- 12-27-2012	8	48	3414	9217800	4608.9
12-28-2012 -- 01-03-2013	23	138	3552	9590400	4795.2
01-04-2013 -- 01-10-2013	24	144	3696	9979200	4989.6
01-11-2013 -- 01-17-2013	15	90	3786	10222200	5111.1
01-18-2013 -- 01-24-2013	15	90	3876	10465200	5232.6
01-25-2013 -- 01-31-2013	19	114	3990	10773000	5386.5
02-01-2013 -- 02-07-2013	16	96	4086	11032200	5516.1
02-08-2013 -- 02-14-2013	13	78	4164	11242800	5621.4
02-15-2013 -- 02-21-2013	19	114	4278	11550600	5775.3
02-22-2013 -- 02-28-2013	12	72	4350	11745000	5872.5
03-01-2013 -- 03-07-2013	19	114	4464	12052800	6026.4
03-08-2013 -- 03-14-2013	17	102	4566	12328200	6164.1
03-15-2013 -- 03-21-2013	18	108	4674	12619800	6309.9
TOTALS:			4674	12619800	6309.9