BID FORM

SECTION 00410
BID FORM

BOYKINS WASTEWATER TREATMENT PLANT UPGRADES

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

Southampton County
Room #A122
26022 Administration Center Drive
Courtland, VA 23837

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

2.02 In submitting this Bid, Bidder represents that:

A. B idder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

Addendum No.	Addendum Date
1	9 September 2011
2	13 September 2011

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. B idder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in SC-4.02 as containing reliable "technical data," and (2) reports and drawings of Hazardous

Environmental Conditions, if any, at the Site that have been identified in SC-4.06 as containing reliable "technical data."

E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.

F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

G. B idder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. B idder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.

I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 3 – BIDDER'S CERTIFICATION

3.01 Bidder certifies that:

A. T his Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. B idder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

SECTION 00410
BID FORM

ARTICLE 4 – BASIS OF BID

4.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

A. L UMP SUM BID ITEM(S)

BASE BID: Base bid for all construction with the exception of the UNIT PRICE BID ITEM(S). Base Bid shall be determined by the specified equipment as follows:

1. Aqua Aerobic or Epic Mixers
2. Aqua Aerobic or Epic Aerators
3. Parkson Clarifier Equipment

Lump Sum Price Five Hundred Forty Four Thousand Three Hundred Forty four dollars (words) $ 544,344 (numerals)

B. UNIT PRICE BID ITEM(S)

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Item Total
1	Sludge Removal	Dry Ton	47	$ 1,844	$ 86,668
	Unit Price Bid Item(s) Total				$ 86,668 (numerals)

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

BID TOTAL; BASE BID plus UNIT PRICE BID ITEM(S)

Total: Six Hundred ~~Thousand~~ Thirty One Thousand Twelve dollars (words) $ 631,012 (numerals)

C. OPTIONAL BID DEDUCT ITEM(S)

Bidder may offer an optional BID DEDUCT for the Owners consideration for providing equipment other than that specified in the BASE BID.

Equipment/Manufacturer:

Aqua Aerobic

Deduct:

_____ $_____

words numerals

All specified cash allowances are included in the price(s) set forth above, and have been computed in accordance with Paragraph 11.02 of the General Conditions.

D. SCHEDULE OF VALUES

The following is a Schedule of Values to aid the Owner in evaluating Bids:

1. Provision of Mixers	$ 138,344
2. Provision of Aerators	$ 150,000
3. Upgrade of Clarifiers	$ 100,000
4. Provision of Basin Liners	$ 65,000
5. Sludge Removal, Dewatering and Disposal	$ 86,668
6. Electrical	$ 91,000
TOTAL BID AMOUNT	$ 631,012

SECTION 00410
BID FORM

E. LIST OF PROPOSED SUBCONTRACTORS

The following is a List of Subcontractors that will perform 5% or more of the contract value in work:

1. Lupton Electric
2. Synagro
3. Land Saver
4.
5.

F. LIST OF EQUIPMENT SUPPLIERS

The following is a List of Suppliers (Model and Manufacturer) furnishing the major equipment included in the BASE BID:

Mixers: — (Model) Aqua-Aerobic (Manufacturer)

Aerators: — (Model) Aqua-Aerobic (Manufacturer)

Clarifier: — (Model) Parkson (Manufacturer) scan

Basin Liners: — (Model) GSS (Manufacturer)

G. LIST OF PROJECT REFERENCES

List of References for like projects performed within the past five years:

Project:	Client:
Middletown WWTP	Town of Middletown
Accokeek Pump Station	Stafford County Utilities
HP Hood Booster Pump Station	Frederick Co. Sanitary Auth.
Brambleton Water Tower Pump Sta	Loudoun County
Maruchan Wastewater Treatment	Maruchan, USA

see attached list

BID TABULATION

TIMMONS GROUP

YOUR VISION ACHIEVED THROUGH OURS.

RECEIVED OCT 13 2011

October 10, 2011

Mr. Michael Johnson
Southampton County Administrator
26022 Administration Center Drive
Courtland, Va. 23837

Re: Boykins Wastewater Treatment Plant Upgrade Bids

Dear Mr. Johnson,

On September 30th 2011, bids were received for the Boykins Wastewater Treatment Plant Upgrades. The results have been summarized in the attached Tabulation of Bids.

Patterson Construction was the low bidder on Boykins WWTP Upgrade project with a total base bid of $631,012.00. The next closest total base bid was $677,810.00, provided by Shaw Construction.
We have contacted the six project references provided Patterson Construction and were able to speak directly with four of the representatives. Based on the responses received we feel that they are capable of successfully completing this project in timely manner. Should we hear from representatives of the two remaining references we will forward that information to you immediately.

Considering the above, Timmons Group recommends that Patterson Construction be awarded the Boykins Wastewater Treatment Plant Upgrade project. If in your review you should have any questions or comments regarding this matter, please do not hesitate to contact me directly. I can be reached at (804) 200-6500.

Respectfully submitted,

Ronald M. Eisele

Ronald M. Eisele
Senior Operator Specialist
Timmons Group

1001 Boulders Parkway, Suite 300 Richmond, Virginia 23225
TEL 804.200.6500 FAX 804.560.1016

Site Development | Residential | Infrastructure | Technology
www.timmons.com

Table 1: Bid Opening Breakdown

Construction Company	Bids						
	Mixers	Aerators	Clarifiers	Liners	Sludge	Electrical	*Total*
Patterson Construction	138,344.00 [1]	150,000.00 [1]	100,000.00	65,000.00	86,668.00	91,000.00	***631,012.00***
Shaw Construction	50,000.00 [1]	95,000.00 [1]	75,000.00	125,000.00	207,810.00	125,000.00	***677,810.00***
T.A. Loving Construction	70,000.00 [1]	164,000.00 [1]	100,000.00	150,000.00	92,000.00	115,000.00	***691,000.00***
M.E.B. Construction	150,000.00 [1]	180,000.00 [1]	109,000.00	171,000.00	95,410.00	45,000.00	***750,410.00***
M & W Construction	75,350.00 [2]	299,500.00 [2]	134,140.00	209,300.00	118,675.00	36,200.00	***873,165.00***
Timmons Group Construction Cost Estimate			*687,300.00*				

[1]Bid included Aqua Aerobics Mixers/Aerators.

[2]Bid included Epic International Mixers/Aerators.

CONSENT ORDER

RECEIVED SEP 2 6 2011

COMMONWEALTH of VIRGINIA

DEPARTMENT OF ENVIRONMENTAL QUALITY
TIDEWATER REGIONAL OFFICE
5636 Southern Boulevard, Virginia Beach, Virginia 23462
(757) 518-2000 Fax (757) 518-2009
www.deq.virginia.gov

Doug Domenech
Secretary of Natural Resources

David K. Paylor
Director

Maria R. Nold
Regional Director

September 23, 2011

Mr. Michael W. Johnson, County Administrator
Southampton County
26022 Administration Center Drive
Post Office Box 400
Courtland, Virginia 23837

Re: State Water Control Board Special Order by Consent

Dear Mr. Johnson: Mike

Enclosed please find one signed original of the Southampton County Special Order by Consent (Order) for your reference and files. The Order addresses Notices of Violation issued by the Department of Environmental Quality (DEQ) concerning violations of VPDES Permit No. VA0026417 at the County's Wastewater Treatment Plant at 19028 Number 8 Schoolhouse Road, Town of Boykins, Southampton County, Virginia.

The Order was approved by the State Water Control Board at its regularly scheduled meeting on September 22, 2011, and signed by the Director of DEQ's Tidewater Regional Office on September 23, 2011, the effective date of the Order. The Order will now be available on the DEQ website.

The Order includes payment of a civil charge. The civil charge is due according to instructions in Section D (page 6) of the Order. Appendix A of the Order requires the County to submit to DEQ for review and approval a Corrective Action Plan and Schedule, which is due by January 1, 2012. Appendix B contains interim effluent limitations for ammonia and total recoverable copper that applied retroactively as of September 1, 2011.

Thank you for your cooperation as we worked through this process. Feel free to give me a call at 518-2020 should you have any questions.

Sincerely,

Paul R. Smith, Esq.
Enforcement Specialist, Sr.

Enclosure

cc: Kathleen O'Connell, Water Enforcement Program Manager (w/enclosure)
Judy Newcomb, Office of Financial Management (w/enclosure)
Debbie Kay, Tidewater Regional Office Water Compliance Auditor (w/enclosure)

RECEIVED SEP 2 6 2011

COMMONWEALTH of VIRGINIA

DEPARTMENT OF ENVIRONMENTAL QUALITY
TIDEWATER REGIONAL OFFICE
5636 Southern Boulevard, Virginia Beach, Virginia 23462
(757) 518-2000 Fax (757) 518-2009
www.deq.virginia.gov

Doug Domenech
Secretary of Natural Resources

David K. Paylor
Director

STATE WATER CONTROL BOARD
ENFORCEMENT ACTION - ORDER BY CONSENT
ISSUED TO
Southampton County
FOR
Town of Boykins Wastewater Treatment Plant
VPDES Permit No. VA0026417

SECTION A: Purpose

This is a Consent Order issued under the authority of Va. Code § 62.1-44.15, between the State Water Control Board and Southampton County, regarding the Town of Boykins Wastewater Treatment Plant, for the purpose of resolving certain violations of the Permit, the State Water Control Law and the VPDES Permit Regulation.

SECTION B: Definitions

Unless the context clearly indicates otherwise, the following words and terms have the meaning assigned to them below:

1. "Board" means the State Water Control Board, a permanent citizens' board of the Commonwealth of Virginia, as described in Va. Code §§ 10.1-1184 and 62.1-44.7.
2. "County" means Southampton County, a political subdivision of the Commonwealth of Virginia. The County is a "person" within the meaning of Va. Code § 62.1-44.3.
3. "Department" or "DEQ" means the Department of Environmental Quality, an agency of the Commonwealth of Virginia, as described in Va. Code § 10.1-1183.
4. "Director" means the Director of the Department of Environmental Quality, as described in Va. Code § 10.1-1185.
5. "DMR" means Discharge Monitoring Report.

6. "Effluent" means wastewater – treated or untreated – that flows out of a treatment plant, sewer, or industrial outfall.

7. "Facility" or "WWTP" means the Wastewater Treatment Plant located at 19028 Number 8 Schoolhouse Road in the Town of Boykins, Southampton County, Virginia, which treats and discharges treated domestic waste water with industrial contribution, for the residents and businesses of the County under VPDES Permit No. VA0026417.

8. "Narricot" means Narricot Industries, L.L.C., a textile manufacturing facility located in the Town of Boykins, Southampton County, Virginia.

9. "Notice of Violation" or "NOV" means a type of Notice of Alleged Violation under Va. Code § 62.1-44.15.

10. "Order" means this document, also known as a "Consent Order" or "Order by Consent," a type of Special Order under the State Water Control Law.

11. "Permit" means VPDES Permit No. VA0026417, which was issued under the State Water Control Law and the Regulation to the County on November 22, 2005, and which expired on November 21, 2010. The Permit was renewed effective November 22, 2010, and expires November 21, 2015.

12. "Pollutant" means dredged spoil, solid waste, incinerator residue, filter backwash, sewage, garbage, sewage sludge, munitions, chemical wastes, biological materials, radioactive materials (except those regulated under the Atomic Energy Act of 1954, as amended (42 USC § 2011 *et seq.*)), heat, wrecked or discarded equipment, rock, sand, cellar dirt and industrial, municipal, and agricultural waste discharged into water. 9 VAC 25-31-10.

13. "Pollution" means such alteration of the physical, chemical, or biological properties of any state waters as will or is likely to create a nuisance or render such waters (a) harmful or detrimental or injurious to the public health, safety, or welfare or to the health of animals, fish, or aquatic life; (b) unsuitable with reasonable treatment for use as present or possible future sources of public water supply; or (c) unsuitable for recreational, commercial, industrial, agricultural, or other reasonable uses, provided that (i) an alteration of the physical, chemical, or biological property of state waters or a discharge or deposit of sewage, industrial wastes or other wastes to state waters by any owner which by itself is not sufficient to cause pollution but which, in combination with such alteration of or discharge or deposit to state waters by other owners, is sufficient to cause pollution; (ii) the discharge of untreated sewage by any owner into state waters; and (iii) contributing to the contravention of standards of water quality duly established by the Board, are "pollution." Va. Code § 62.1-44.3.

14. "Pretreatment Permit" means the permit issued by the County to Narricot that authorizes Narricot to discharge treated process waste water to the Facility within limits for a

number of parameters including pH, color, total Kjeldahl nitrogen ("TKN"), ammonia, and total recoverable ("TR") copper. The Pretreatment Permit was issued July 1, 2007, and was to expire June 30, 2011, but was administratively extended until October 1, 2011.

15. "Regulation" means the VPDES Permit Regulation, 9 VAC 25-31-10 *et seq.*

16. "State Water Control Law" means Chapter 3.1 (§§ 62.1-44.2 *et seq.*) of Title 62.1 of the Va. Code.

17. "State waters" means all water, on the surface and under the ground, wholly or partially within or bordering the Commonwealth or within its jurisdiction, including wetlands. Va. Code § 62.1-44.3.

18. "305(b) report" means the report required by Section 305(b) of the Clean Water Act [33 United States Code § 1315(b)] and Va. Code § 62.1-44.19:5 for providing Congress and the public an accurate and comprehensive assessment of the quality of State surface waters.

19. "TRO" means the Tidewater Regional Office of DEQ, located in Virginia Beach, Virginia.

20. "Va. Code" means the Code of Virginia (1950), as amended.

21. "VAC" means the Virginia Administrative Code.

22. "VPDES" means Virginia Pollutant Discharge Elimination System.

23. "Warning Letter" or "WL" means a type of Notice of Alleged Violation under Va. Code § 62.1-44.15.

SECTION C: Findings of Fact and Conclusions of Law

1. The County owns and operates the Facility. The Permit allows the County to discharge treated municipal waste water with industrial contribution from the Facility to the Meherrin River in compliance with the terms and conditions of the Permit.

2. The Meherrin River is located in the Chowan River and Dismal Swamp Basin. This segment of the Meherrin River is not listed in DEQ's 305(b) report as impaired.

3. The Permit also authorizes the County to implement an approved pretreatment program. Pursuant to the approved pretreatment program, the County issued the Pretreatment Permit to Narricot.

4. Part I.A of the Permit requires the County to submit DMRs monthly for discharges from the Facility to State waters.

5. In submitting its DMRs for the months of September and November 2009 the County indicated that it could not determine if it had complied with the discharge limitations contained in Part I.A.1 of the Permit for biochemical oxygen demand ("BOD") as the analyses were invalid.

6. In submitting its DMRs for December 2009 and January 2010, the County indicated that it exceeded discharge limitations for ammonia.

7. In submitting its DMR for February 2010, the County indicated that it continued to exceed discharge limitations for ammonia. The DMR also failed to note the monitoring period to which it applied.

8. In submitting its DMR for March 2010, the County indicated that it continued to exceed discharge limitations for ammonia.

9. In submitting its DMR for May 2010, the County indicated that it exceeded discharge limitations for TR copper. In the DMR the County also indicated that it could not determine if it had complied with the discharge limitations for BOD as the analyses were invalid.

10. In submitting its DMRs for June, July and August 2010, the County indicated that it continued to exceed discharge limitations for TR copper.

11. In submitting its DMRs for September, November and December 2010 and for January, February and March 2011, the County indicated that it continued to exceed discharge limitations for ammonia.

12. TRO issued Warning Letters and Notices of Violation for the exceedances and reporting deficiencies described in Sections C(5) through C(11) as follows: Warning Letters Nos. W2010-04-T-1003 (dated April 13, 2010) and W2010-05-T-1012 (dated May 11, 2010), and Notices of Violation ("NOV") W2010-08-T-0004 (dated September 2, 2010), W2010-09-T-0005 (dated October 1, 2010), W2010-11-T-0001 (dated November 10, 2010), W2011-02-T-0001 (dated March 1, 2011), W2011-03-T-0001 (dated April 1, 2011), and W2011-05-T-0001 (dated May 18, 2011).

13. DEQ staff visited the Facility on September 24, 2010, and the County responded to each of the Warning Letters and Notices of Violation. The County attributed the TR copper exceedances to one or more possible causes: a high level of copper that occurs naturally in the ground water that is the source of water for the Facility's domestic and industrial dischargers; copper that leaches from older domestic water lines; and a polymer in Narricot's industrial discharge that inhibits the ability of the sludge used in the Facility's biological treatment process to properly absorb copper. The degraded sludge was also suggested as a possible cause for the ammonia exceedances.

14. The County stated that it was considering corrective measures including removing the sludge from the Facility's aeration basin, making the discharge limits in the Pretreatment Permit more stringent when it is renewed on October 1, 2011, and, eventually, upgrading the Facility. The County has developed a scope of work to upgrade the Facility and to remove, dewater and dispose of the sludge. Bid documents for prospective contractors to complete the Facility upgrade and sludge removal were advertised during the week of August 7, 2011. The cost of the Facility upgrade and sludge removal is estimated as $800,000. The County is exploring various options for funding the project. Appendix B contains interim effluent limitations that the County will be expected to meet until the Facility upgrade is complete.

15. On December 1, 2008, Narricot entered into a Special Order by Consent with the County ("County Order") to address a number of violations of the effluent limits established in the Pretreatment Permit for pH, color, TKN, toxicity and ammonia during the period April to August 2008. The County Order required payment of a $20,000 civil charge (payable directly to the County or to be used by Narricot for engineering studies and/or pretreatment process improvements) in the event Narricot was unable to "perfect compliance" with the effluent limits contained in the Pretreatment Permit by December 1, 2010. As Narricot reported four violations of the effluent limits contained in the Pretreatment Permit during calendar year 2010 (twice for toxicity and once each for color and TR copper) the County enforced the $20,000 civil charge required by the County Order, which Narricot invested in pretreatment process improvements rather than pay directly to the County. The County Order remains open; the County is continuing to work with Narricot to resolve the toxicity violations and to optimize the performance of Narricot's pretreatment process. Process improvements will be addressed in the Pretreatment Permit when it is renewed effective October 1, 2011.

16. Va. Code § 62.1-44.5 states that: "[E]xcept in compliance with a certificate issued by the Board, it shall be unlawful for any person to discharge into state waters sewage, industrial wastes, other wastes, or any noxious or deleterious substances."

17. The Regulation, at 9 VAC 25-31-50, also states that except in compliance with a VPDES permit, or another permit issued by the Board, it is unlawful to discharge into state waters sewage, industrial wastes, or other wastes.

18. Va. Code § 62.1-44.15(5a) states that a VPDES permit is a "certificate" under the statute.

19. The Department has issued no permits or certificates to the County other than VPDES Permit No. VA0026417.

20. The Meherrin River is a surface water located wholly within the Commonwealth and is a "state water" under State Water Control Law.

21. Based on the results of the DMRs and accompanying documentation submitted by the County to DEQ for the months of September 2009 through February 2011, and the

County's responses to the Warning Letters and NOVs, the Board concludes that the County has violated the Permit, Va. Code § 62.1-44.5 and 9 VAC 25-31-50, by discharging treated sewage and municipal wastes from the Facility while concurrently failing to comply with the conditions of the Permit, as described in paragraphs C(5) through C(11), above.

22. In order for the County to complete its return to compliance, DEQ staff and representatives of the County have agreed to the Schedule of Compliance, which is incorporated as Appendix A of this Order.

SECTION D: Agreement and Order

Accordingly, by virtue of the authority granted it in Va. Code §§ 62.1-44.15, the Board orders the County, and the County agrees to:

1. Perform the actions described in Appendices A and B of this Order; and

2. Pay a civil charge of $4,340 within 30 days of the effective date of the Order in settlement of the violations cited in this Order.

Payment shall be made by check, certified check, money order or cashier's check payable to the "Treasurer of Virginia," and delivered to:

Receipts Control
Department of Environmental Quality
Post Office Box 1104
Richmond, Virginia 23218

The County shall include its Federal Employer Identification Number (FEIN) (54-6001618) with the civil charge payment and shall indicate that the payment is being made in accordance with the requirements of this Order for deposit into the Virginia Environmental Emergency Response Fund (VEERF).

SECTION E: Administrative Provisions

1. The Board may modify, rewrite, or amend this Order with the consent of the County for good cause shown by the County, or on its own motion pursuant to the Administrative Process Act, Va. Code § 2.2-4000 *et seq.*, after notice and opportunity to be heard.

2. This Order addresses and resolves only those violations specifically identified in Section C of this Order. This Order shall not preclude the Board or the Director from taking any action authorized by law, including but not limited to: (1) taking any action authorized by law regarding any additional, subsequent, or subsequently discovered violations; (2)

seeking subsequent remediation of the Facility; or (3) taking subsequent action to enforce the Order.

3. For purposes of this Order and subsequent actions with respect to this Order only, the County admits the jurisdictional allegations, findings of fact, and conclusions of law contained herein.

4. The County consents to venue in the Circuit Court of the City of Richmond for any civil action taken to enforce the terms of this Order.

5. The County declares it has received fair and due process under the Administrative Process Act and the State Water Control Law and it waives the right to any hearing or other administrative proceeding authorized or required by law or regulation, and to any judicial review of any issue of fact or law contained herein. Nothing herein shall be construed as a waiver of the right to any administrative proceeding for, or to judicial review of, any action taken by the Board to modify, rewrite, amend, or enforce this Order.

6. Failure by the County to comply with any of the terms of this Order shall constitute a violation of an order of the Board. Nothing herein shall waive the initiation of appropriate enforcement actions or the issuance of additional orders as appropriate by the Board or the Director as a result of such violations. Nothing herein shall affect appropriate enforcement actions by any other federal, state, or local regulatory authority.

7. If any provision of this Order is found to be unenforceable for any reason, the remainder of the Order shall remain in full force and effect.

8. The County shall be responsible for failure to comply with any of the terms and conditions of this Order unless compliance is made impossible by earthquake, flood, other acts of God, war, strike, or such other occurrence. The County shall show that such circumstances were beyond its control and not due to a lack of good faith or diligence on its part. The County shall notify the DEQ Regional Director verbally within 24 hours and in writing within three business days when circumstances are anticipated to occur, are occurring, or have occurred that may delay compliance or cause noncompliance with any requirement of the Order. Such notice shall set forth:

   a. the reasons for the delay or noncompliance;

   b. the projected duration of any such delay or noncompliance;

   c. the measures taken and to be taken to prevent or minimize such delay or noncompliance; and

   d. the timetable by which such measures will be implemented and the date full compliance will be achieved.

Failure to so notify the Regional Director verbally within 24 hours and in writing within three business days, of learning of any condition above, which the County intends to assert will result in the impossibility of compliance, shall constitute a waiver of any claim to inability to comply with a requirement of this Order.

9. This Order is binding on the parties hereto, their successors in interest, designees and assigns, jointly and severally.

10. This Order shall become effective upon execution by both the Director or his designee and the County. Nevertheless, the County agrees to be bound by any compliance date which precedes the effective date of this Order.

11. This Order shall continue in effect until:

    a. The Director or his designee terminates the Order after the County has completed all of the requirements of the Order;

    b. the County petitions the Director or his designee to terminate the Order after it has completed all of the requirements of the Order and the Director or his designee approves the termination of the Order; or

    c. the Director or Board terminates the Order in his or its sole discretion upon 30 days' written notice to the County.

    Termination of this Order, or any obligation imposed in this Order, shall not operate to relieve the County from its obligation to comply with any statute, regulation, permit condition, other order, certificate, certification, standard, or requirement otherwise applicable.

12. Any plans, reports, schedules or specifications attached hereto or submitted by the County and approved by the Department pursuant to this Order are incorporated into this Order. Any non-compliance with such approved documents shall be considered a violation of this Order.

13. The undersigned representative of the County certifies that he or she is a responsible official authorized to enter into the terms and conditions of this Order and to execute and legally bind the County to this document. Any documents to be submitted pursuant to this Order shall also be submitted by a responsible official of the County.

14. This Order constitutes the entire agreement and understanding of the parties concerning settlement of the violations identified in Section C of this Order, and there are no representations, warranties, covenants, terms or conditions agreed upon between the parties other than those expressed in this Order.

15. By its signature below, the County voluntarily agrees to the issuance of this Order.

And it is so ORDERED this 23 day of September, 2011.

Regional Director
Department of Environmental Quality

Southampton County voluntarily agrees to the issuance of this Order.

Date: JULY 18, 2011 By: _____, COUNTY ADMINISTRATOR
(Person) (Title)
Southampton County

Commonwealth of Virginia
City/County of Southampton

The foregoing document was signed and acknowledged before me this 18 day of July, 2011, by Michael W. Johnson who is the County Administrator of Southampton County, on behalf of the County.

Lynette C. Lowe
Notary Public

7362736
Registration No.

My commission expires: 7.31.2014

Notary seal:

Lynette C. Lowe
NOTARY PUBLIC
Commonwealth of Virginia
Reg. #7362736
My Commission Expires 7.31.2014

APPENDIX A
SCHEDULE OF COMPLIANCE

1. On or before January 1, 2012, the County shall submit to DEQ for review and approval a Corrective Action Plan ("Plan") and Schedule to improve the quality of the waste water that discharges from the Facility so that it meets the Permit effluent limits for ammonia and total recoverable copper. In developing the Plan and Schedule the County shall consider, at a minimum, the following: physically upgrading the Facility and its waste water collection system; modifying the procedures by which the Facility is operated and maintained; and placing more stringent discharge limits or operational requirements in Narricot's Pretreatment Permit. All work under the Plan and Schedule must be completed by January 1, 2013.

2. Beginning April 1, 2012, the County shall submit quarterly progress reports to DEQ. Subsequent quarterly reports shall be due on July 1, October 1, and January 1, 2013. Quarterly reports shall include at a minimum: the status of the upgrades to the Facility and the waste water collection system; all maintenance performed on the Facility during the preceding three-month period; changes in Facility operations, if any; training of Facility operators, if any; and a summary of Narricot's compliance with the standards and requirements of its Pretreatment Permit.

3. Unless otherwise specified in this Order, the County shall submit all requirements of Appendix A of this Order to:

   Regional Director
   DEQ, Tidewater Regional Office
   5636 Southern Boulevard
   Virginia Beach, VA 23462

APPENDIX B

INTERIM EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS

From the effective date of this Order until completion of the corrective action requirements contained in Appendix A, and in accordance with the approved schedule for such action the County shall monitor and limit the discharge from Outfall No. 001 of the Facility in accordance with VPDES Permit Number VA0026417, except as specified below. These interim limits shall retroactively apply, if applicable, as of the first day of the month in which this Order becomes effective.

These requirements shall be construed in light of the Regulation.

Parameter Description	**Parameter Limits**	
	Monthly Average	**Monthly Maximum**
Ammonia	15.0 mg/L	15.0 mg/L
Copper, Total Recoverable	31.0 µg/l	31.0 µg/l