



ADDENDUM NO. 1

Owner: Sabine River Authority of Texas

Project: Tulane Road Siphon Replacement RFB 23-0203

Project No.: SRA22674

Addendum No. 1

Addendum Date: February 1, 2023

The following additions, deletions, changes, or clarifications to the proposal documents are hereby made a part of the originally issued documents for the above referenced project as fully and as completely as though the same were included therein. Offerors must acknowledge receipt of this Addendum in the space provided on the Bid Form, Article 5.03.

Approved by: Freese and Nichols, Inc.

Name: April Hurry, P.E.

Date: February 1, 2023

Item Numbers: 1 – 5, 10 - 13



April Hurry 02/01/2023

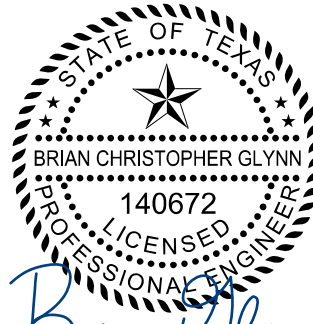
FREESE AND NICHOLS, INC.
TEXAS REGISTERED
ENGINEERING FIRM
F-2144

Approved by: Freese and Nichols, Inc.

Name: Brian Glynn, P.E.

Date: February 1, 2023

Item Numbers: 6 - 9



Brian Glynn 02/01/2023

FREESE AND NICHOLS, INC.
TEXAS REGISTERED
ENGINEERING FIRM
F-2144



1. Replace "Notice to Bidders" with "Notice to Bidders" which is included herein. The Bid Opening date has been updated.
2. Replace Sheet G-3 of the drawings with Sheet G-3 which is included herein. Sequence of Construction Note 5 was revised to provide a maximum flow rate of 500 gallons per minute.
3. Replace "Bid Form for Construction Contract," Article 3 – Basis of Bid – Lump Sum Bid Unit Prices with "Bid Form for Construction Contract," Article 3 – Basis of Bid – Lump Sum Bid Unit Prices which is included herein.
4. Replace Specification Section 01 29 01 "Measurement and Basis for Payment," Paragraph 1.04 R with the following:

R. Item B-1 – 72" FRP Pipe (Pipe Jacking Installation)

1. Measurement for Payment is on a linear foot basis. Payment shall be made at the unit price per linear foot proposed for installation of the 72" FRP pipe by pipe jacking under the UPRR right of way. This item shall include providing the applicable length of pipe, number of FRP rings and FWC couplings, and all labor, material, equipment, transportation, submittals, and incidentals for pipe jacking of the pipe.
5. Add the following paragraph to Specification Section 01 29 01 "Measurement and Basis for Payment":

1.06 MEASUREMENT AND BASIS FOR PAYMENT FOR ALTERNATE ITEM NO. 2

A. Item B-1 – 72" FRP Pipe (Microtunneling Installation)

1. Measurement for Payment is on a linear foot basis. Payment shall be made at the unit price per linear foot proposed for installation of the 72" FRP pipe by microtunneling under the UPRR right of way. This item shall include providing the applicable length of pipe, number of FRP rings and FWC couplings, and all labor, material, equipment, transportation, submittals, and incidentals for microtunneling of the pipe.
6. Replace Specification Section 33 05 23.33 "Pipeline Crossing," Paragraph 1.05 E with the following:

E. The Contractor will not be responsible for costs and expenses associated with inspections, flagging, and/or construction observation services, or other safety measures, provided by Union Pacific Railroad Company or third parties (e.g. RailPros Field Services) as required by Union Pacific Railroad Company, or otherwise imposed by the Union Pacific Railroad Company to fulfill the requirements of the applicable license, agreement, and/or permit. The Contractor is responsible for their own costs and expenses to comply with the license, agreement, and/or permit, such as



the Contractor's insurance policy costs (e.g. Contractor obtaining an insurance policy for railroad protective liability insurance); and other costs for compliance with all of the Union Pacific Railroad Company's applicable safety rules and regulations, including cost of safety training certifications.

7. Replace Specification Section 33 31 13.13 "Fiberglass (Glass-Fiber-Reinforced Thermosetting-Resin) Pipe," Paragraph 2.02 Manufactured Products, Subparagraph A with the following:
 - A. Manufacture pipes to result in a dense, non-porous, corrosion resistant, consistent composite structure. The interior surface of the pipes exposed to flow must be manufactured using a resin with a 50 percent elongation (minimum) when tested in accordance with ASTM D638, or a glass reinforced liner system. The interior surface must provide crack resistance and abrasion resistance. The exterior surface of the pipes must be comprised of a sand and/or resin layer which provides UV protection to the exterior. Pipes must be Type 1, Liner **1 or 2**, Grade **1 or 3** per ASTM D3262 and AREMA MRE.
8. Replace Specification Section 33 31 13.13 "Fiberglass (Glass-Fiber-Reinforced Thermosetting-Resin) Pipe," Paragraph 2.02 Manufactured Products, Subparagraph B with the following:
 - B. Unless otherwise specified, the pipe shall be field connected with fiberglass sleeve couplings, bell-spigot joints, or double-bell joints, which use elastomeric sealing gaskets as the sole means to maintain water tightness. The joints must meet the performance requirements of ASTM D4161. Joints at tie-ins may utilize a fiberglass, gasket-sealed closure coupling. Piping installed by pipe jacking, microtunneling, or within casing must have flush bell and spigot or flush joints.
9. Replace Specification Section 33 31 13.13 "Fiberglass (Glass-Fiber-Reinforced Thermosetting-Resin) Pipe," Paragraph 2.03 Dimensions, Subparagraph C with the following:
 - C. Pipe ends must be square to the pipe axis with a minimum tolerance of 1/4 inch per the pipe manufacturer's recommendation. It shall be the Contractor's responsibility to provide testing data once the pipe is installed to confirm that the joint has successfully passed the applicable field quality control test.
10. Delete Specification Section C800 "Supplementary Conditions," Article 6, Paragraph 6.01 Performance, Payment, and Other Bonds, Subparagraph SC-6.01-3, which required an Orange County Bond. An Orange County Bond will not be required.
11. Add attached Appendix A – UPRR Indenture and Right of Entry. The Indenture grants SRA permission to construct and maintain the Tulane Road siphon under UPRR's right of way. SRA is waiting on a Maintenance Consent Letter from UPRR. SRA and the Contractor will not be responsible for any fees for permits, flaggers, or observers.



12. The details for the required grating are given on Sheet S-4.
13. For the existing eastern 42-inch pipes, bidders should assume that the space between the 36-inch inner pipe and the 42-inch outer pipe must be grouted.

NOTICE TO BIDDERS

Sabine River Authority of Texas Tulane Road Siphon Replacement

General Notice

Sabine River Authority of Texas (Owner) is requesting Bids for the construction of the following Project:

Tulane Road Siphon Replacement RFB 23-0203

Sealed bids for the construction of the Project will be received at the **Office of the Division Manager** located at **1922 IP Way, Orange, Texas, 77632**, until **Tuesday, February 14, 2023 at 10:00 a.m.** local time. At that time the Bids received will be **publicly** opened and read.

Bids must be submitted and received no later than the opening date and time specified above. Any Bid received later than the specified time will not be considered and will be returned unopened. The SRA is not responsible for ensuring the delivery of Bids to our offices. Bids shall be sealed and clearly marked, "Request for Bid – Tulane Road Siphon Replacement & RFB 23-0203".

A mandatory Pre-Bid Conference between the SRA, prospective bidders, suppliers, etc. will be held on January 24, 2023, at 10:00 a.m. at the SRA Division Office, 1922 IP Way, TX to make certain that the scope of work is fully understood. All interested parties are requested to attend.

The Sabine River Authority reserves the right to adopt the most advantageous interpretation of the bids submitted in the case of ambiguity or lack of clearness in stating proposal prices, to reject any or all bids, and/or waive any formalities.

Contract documents may be obtained by downloading (1) from www.sratx.org under doing business "bid opportunities" or (2) from CIVCAST USA Website. Hard copies of plans will not be made available for purchase.

Questions regarding contract documents may be sent via CIVCAST Website or emailed to purchasing@sratx.org.

Dates: First Publication January 12, 2023
Second Publication January 19, 2023

GENERAL NOTES

1.

THE FOLLOWING NOTES ARE GENERAL AND APPLY TO ALL SHEETS OF THESE CONTRACT DOCUMENTS AS IF THEY WERE WRITTEN IN THEIR ENTIRETY ON EACH SHEET.
2.

COORDINATE ALL WORK WITH THE SABINE RIVER AUTHORITY (SRA) DIVISION MANAGER - DAVID WILLIAMS (409) 746-2111.
3.

CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND BONDS PRIOR TO START OF CONSTRUCTION WORK.
4.

CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO THE EXISTING MAINTENANCE/ACCESS ROADS AND PROVIDE ALL WEATHER INGRESS AND EGRESS FOR SRA MAINTENANCE AND OPERATOR PERSONNEL AT ALL TIMES.
5.

ALL CONSTRUCTION TO BE IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND BE SUBJECT TO INSPECTION BY THE SRA AND THE ENGINEER.
6.

ELEVATIONS ARE REFERENCED TO NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) US SURVEY FEET. HORIZONTAL DATUM AND DISTANCES ARE REFERENCED TO TEXAS STATE PLANE NAD83 CENTRAL, US SURVEY FEET
7.

PUBLIC AND PRIVATE UTILITY LINES AND CUSTOMER SERVICE LINES MAY EXIST THAT ARE NOT SHOWN ON THE CONSTRUCTION DRAWINGS. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO LOCATE, MAINTAIN AND PROTECT THE INTEGRITY OF THESE LINES.
8.

CONTRACTOR SHALL VERIFY LOCATIONS OF UNDERGROUND UTILITY LINES PRIOR TO BEGINNING WORK. CALL 811 AT LEAST 48 HOURS BEFORE PROCEEDING WITH ANY EXCAVATION. CONTRACTOR SHALL IMMEDIATELY NOTIFY SRA AND ENGINEER OF ANY POTENTIAL CONFLICTS BEFORE BEGINNING EXCAVATION.
9.

CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING EXISTING STRUCTURES, UTILITIES, TREES, SHRUBS, FENCES, AND OTHER ADJOINING FACILITIES AND REPAIR OR REPLACE TO ORIGINAL OR BETTER CONDITION DUE TO DAMAGE CAUSED BY CONTRACTOR AT NO COST TO SRA.
10.

RECONSTRUCT ALL DRAINAGE DITCHES DISTURBED BY CONSTRUCTION TO ORIGINAL OR BETTER CONDITION UTILIZING SAME FLOWLINES AND HYDRAULIC CAPACITY FOR STORM WATER SYSTEMS. CONTRACTOR SHALL MAINTAIN FLOW IN DRAINAGE DITCHES AT ALL TIMES. METHODS USED BY CONTRACTOR TO MAINTAIN FLOW IN DITCH MUST BE ACCEPTABLE TO SRA AND ENGINEER.
11.

CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ANY AND ALL TEMPORARY SLOPE PROTECTION NECESSARY TO PREVENT ALL LEVEE EMBANKMENTS FROM SLOUGHING DURING CONSTRUCTION. TEMPORARY MEASURES ARE TO BE REMOVED WHEN CONSTRUCTION IS COMPLETED. CONTRACTOR'S FAILURE TO ADEQUATELY PROTECT/MAINTAIN SLOPES WHICH RESULTS IN SLOUGHING SHALL BE REPAIRED UNDER SRA DIRECTION AT NO COST TO SRA.
12.

THE CONTRACTOR SHALL NOT DISPOSE OF ANY EXCAVATED MATERIALS WITHIN AN AREA DESIGNED AS BEING WITHIN THE 100-YEAR SPECIAL FLOOD HAZARD AREA. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE FLOOD PLAIN STATUS OF ANY PROPOSED DISPOSAL SITE.
13.

CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING REQUIRED SECURITY TO PROTECT HIS PROPERTY, EQUIPMENT, WORK IN PROGRESS AND COMPLETED WORK.
14.

CONTRACTOR SHALL MAINTAIN THE PROJECT SITE SUCH THAT ACCESS TO THE ENTIRETY OF THE UNION PACIFIC RAILROAD'S FACILITIES IS UNINHIBITED THROUGHOUT THE PROJECT'S DURATION.
15.

THE UNION PACIFIC RAILROAD LINE WILL REMAIN IN OPERATION THROUGHOUT CONSTRUCTION. CONTRACTOR'S WORK MUST REMAIN OUTSIDE OF THE UPRR ZONE OF INFLUENCE AND NOT DISRUPT ITS OPERATION.
16.

CONTRACTOR SHALL PREVENT RUTS OR DAMAGE TO CANAL EMBANKMENTS. ALL INCIDENTAL DAMAGE TO EMBANKMENTS OR GRADES SHALL BE REPAIRED TO REMOVE ALL RUTS AND OTHER DAMAGE CREATED BY EQUIPMENT DURING CONSTRUCTION PROCESS AT NO COST TO SRA.
17.

EXISTING PAVEMENTS, CURBS, SIDEWALKS AND DRIVEWAYS DAMAGED OR REMOVED DURING CONSTRUCTION SHALL BE REPAIRED OR REPLACED TO IN KIND OR BETTER CONDITION AT NO COST TO SRA.
18.

CONTRACTOR IS RESPONSIBLE FOR ALL TRENCH SAFETY. THE CONTRACTOR SHALL CONSTRUCT THE PROPOSED OPEN CUT INSTALLATION USING A TRENCH SAFETY PLAN PREPARED BY A PROFESSIONAL ENGINEER LICENSED IN THE STATE OF TEXAS. THIS TRENCH SAFETY PLAN SHALL BE SUBMITTED PRIOR TO ANY WORK ACTIVITIES. REFER TO SECTION 31 23 33.14 TRENCH SAFETY.

19.

EXISTING STRUCTURES, UTILITIES AND PIPING ARE SHOWN FROM AVAILABLE RECORDS AT THE TIME THIS PLAN WAS PREPARED. THE CONTRACTOR SHALL BE RESPONSIBLE TO DETERMINE AND VERIFY THE LOCATION AND DEPTH OF ALL EXISTING STRUCTURES, UTILITIES AND PIPING WITHIN THE CONSTRUCTION AREA PRIOR TO THE BEGINNING OF CONSTRUCTION. ANY DAMAGE TO THE EXISTING STRUCTURES, UTILITIES AND PIPING SHALL BE RESTORED AT NO ADDITIONAL COST TO SRA. IN ADDITION, CONTRACTOR SHALL NOTIFY ENGINEER IF THERE IS A CONFLICT BETWEEN THE CONTRACT DOCUMENTS AND EXISTING CONSTRUCTION BEFORE PROCEEDING WITH WORK.
20.

CONTRACTOR SHALL COMPLETELY REMOVE AND PROPERLY DISPOSE OF ALL FEATURES DESIGNATED FOR DEMOLITION AS INDICATED ON SHEET C-3.
21.

PIPES DESIGNATED TO BE DEMOLISHED SHALL BE COMPLETELY REMOVED, UNLESS OTHERWISE APPROVED BY THE ENGINEER. PIPES ABANDONED IN PLACE SHALL BE EMPTIED, CLEANED OF SILT AND/OR DEBRIS, GROUT FILLED, AS SHOWN ON THE DRAWINGS, AND PLUGGED WITH 3' OF CONCRETE AT EACH END.
22.

DIMENSIONS AND ELEVATIONS RELATED TO EXISTING UTILITIES WERE OBTAINED FROM PREVIOUS CONSTRUCTION/RECORD DRAWINGS. ALL EXISTING DIMENSIONS AND ELEVATIONS SHALL BE VERIFIED IN THE FIELD BY THE CONTRACTOR.
23.

ALL DEMOLISHED STRUCTURES AND EXCESS EXCAVATED SOILS BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE REMOVED AND DISPOSED OF IMMEDIATELY IN ACCORDANCE WITH FEDERAL, STATE AND LOCAL LAWS, REGULATIONS AND OTHER ORDINANCES. FURNISH WRITTEN VERIFICATION FROM SRA OF THE DISPOSAL SITE AUTHORIZING THE CONTRACTOR TO DISPOSE OF MATERIALS AT THAT LOCATION.
24.

EXISTING CONTOURS IN PLANS ARE SHOWN FOR TERRAIN RELIEF ONLY. ALL ELEVATIONS SHALL BE VERIFIED.
25.

EXCAVATION ADJACENT TO EXISTING UTILITIES TO REMAIN OR CROSSING UTILITIES SHALL BE EXCAVATED BY HAND AND IN SUCH A MANNER AS TO AVOID DAMAGE TO THE EXISTING FACILITIES.
26.

PROPOSED CONTOUR LINES, SPOT ELEVATIONS AND SLOPE INDICATORS REPRESENT FINISHED GRADES.
27.

CONTRACTOR SHALL BE RESPONSIBLE FOR CLEAN-UP OF THE SITE AND ADJOINING ACCESS ROADS AFTER CONSTRUCTION EVERYDAY. ALL ACCESS ROADS TO BE RESTORED TO ORIGINAL OR BETTER CONDITION AT NO COST TO SRA.
28.

BURNING TRASH OR DEBRIS AT THE PROJECT SITE IS NOT ALLOWED.

CARE OF WATER

1.

CONTRACTOR IS RESPONSIBLE FOR ALL WATER CONTROL AND DEWATERING NECESSARY TO PROTECT THE PROJECT AREA IN ORDER TO PERFORM PROPOSED WORK IN THE DRY, INCLUDING CANAL WATER, GROUND WATER (STATIC OR PRESSURIZED) AND SURFACE WATER. THIS COULD INCLUDE COFFERDAMS (EARTH, SHEET PILING, PORTADAM SYSTEM, AQUADAM SYSTEM, OR OTHER APPROVED COFFERDAM, DEEP WELLS/WELL POINTS, BYPASS PUMPING, ETC.) TEMPORARY MEASURES SHALL BE REMOVED AT THE END OF CONSTRUCTION OR UNTIL THE TEMPORARY MEASURES HAVE MET THEIR INTENDED PURPOSE.
2.

GROUNDWATER SHALL BE REDUCED TO NO LESS THAN 3-FT BELOW THE BOTTOM OF EXCAVATION OF THE HEADWALL STRUCTURES AT ALL TIMES DURING CONSTRUCTION.
3.

CONTRACTOR TO PROTECT EXPOSED SOILS FROM DESICCATION DURING CONSTRUCTION.
4.

3" THICK LEAN CONCRETE SLABS SHOULD BE INCLUDED BENEATH CONCRETE STRUCTURES.
5.

A MINIMUM FLOW OF 20 MGD SHALL BE MAINTAINED AT ALL TIMES BY CONTRACTOR. METHOD USED BY CONTRACTOR TO MAINTAIN FLOW IN SRA CANAL MUST BE SUBMITTED TO ENGINEER AND SRA FOR APPROVAL. ANY CHANGE OR DEVIATION TO APPROVED METHOD MUST BE RESUBMITTED AND APPROVED BY SRA.

STORMWATER POLLUTION PREVENTION PLAN

1.

THE CONTRACTOR SHALL CONTROL EROSION AND SEDIMENTATION PER APPLICABLE JURISDICTIONAL PERMITS, LAWS, AND REGULATIONS.
2.

CONTRACTOR SHALL PROVIDE TEMPORARY STRUCTURAL OR NON-STRUCTURAL STORMWATER PROTECTION AND POLLUTION PREVENTION MEASURES (SWPPP) THROUGHOUT THE PROJECT SITE WHERE REQUIRED. METHODS USED BY CONTRACTOR TO MAINTAIN FLOW IN DITCH AND PROVIDE SWPPP MEASURES MUST BE ACCEPTABLE TO SRA AND THE ENGINEER.

3.

THE CONTRACTOR SHALL MINIMIZE TURBIDITY IN WATERWAYS DURING ALL PHASES OF THE PROJECT. THE CONTRACTOR SHALL EMPLOY ADEQUATE METHODS TO ENSURE MINIMUM TURBIDITY FROM NEAR AND LONG-TERM EROSION FROM FILLS, SPOIL, AND DEVEGETATED AREAS DURING AND FOLLOWING CONSTRUCTION.
4.

CONTRACTOR SHALL RE-ESTABLISH THE GRASS AND MAINTAIN IT IN ALL AREAS THAT ARE DAMAGED OR DISTURBED BY CONSTRUCTION ACTIVITIES UNTIL SUCH TIME THAT THE GRASS IS FULLY GROWN AND ABLE TO PROVIDE EROSION PROTECTION FROM STORMWATER RUNOFF WITHOUT THE ASSISTANCE OF ANY TEMPORARY SWPPP MEASURES.
5.

THE CONTRACTOR SHALL NOT BE ALLOWED TO EXCAVATE LEVEE/EMBANKMENT MATERIAL TO INSTALL EROSION AND SEDIMENT CONTROL DEVICES.

SEQUENCE OF CONSTRUCTION NOTES

1.

PROPOSED CONSTRUCTION SEQUENCE IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY. CONTRACTOR MAY PROPOSE AN ALTERNATIVE SEQUENCE OF CONSTRUCTION FOR APPROVAL BY SRA AND THE ENGINEER. ANY WORK DONE BY CONTRACTOR PRIOR TO CONSTRUCTION SEQUENCE APPROVAL WILL BE AT CONTRACTOR'S OWN RISK.
2.

EXISTING WESTERN PIPES TO REMAIN IN PLACE AND OPERATIONAL UNTIL PROPOSED PIPES ARE OPERATIONAL. CONTRACTOR MAY REQUEST 10 HOUR SHUTDOWN OF FLOWS DURING CONSTRUCTION FOR PROJECT WORK AS APPROVED BY SRA.
3.

UPSTREAM AND DOWNSTREAM CONSTRUCTION TO BE PERFORMED CONCURRENTLY.
4.

COFFERDAMS SHALL BE DESIGNED BY A PROFESSIONAL ENGINEER LICENSED IN THE STATE OF TEXAS AND SHALL BE SUBMITTED TO SRA AND THE ENGINEER FOR APPROVAL.
5.

CANAL SYSTEM TESTING NOTES: FILL PROPOSED CULVERTS BY PUMPING AT A MAXIMUM FLOW RATE OF 500 GALLONS PER MINUTE TO EVACUATE AIR FROM SYSTEM. FILL PROPOSED CANAL SECTION WITH WATER TO 90% FULL AND ALLOW IT TO REMAIN FOR 48 HOURS.
6.

FOR PROPOSED SEQUENCE OF CONSTRUCTION, SEE SHEETS C-9 AND C-10.

Freeze and Nichols, Inc.
Texas Registered Engineering Firm F-2144



Freeze and Nichols
10497 Town and Country Way,
Suite 500 Houston, Texas 77024
Phone - (713) 600-6800
Web - www.freeze.com

SABINE RIVER AUTHORITY
TULANE ROAD SIPHON REPLACEMENT

GENERAL

GENERAL NOTES

<div>VERIFY SCALE</div> <div><div>0</div><div>1</div></div>	<div>Bar is one inch on original drawing. If not one inch on this sheet, adjust scale.</div>	FILE NAME		GN-ALL-OA-NOTE.dwg	
		CHECKED		AAH	
		REVISED		KAM	
		DRAWN		JMW	
		BY		DATE	
				SRA22674	
				DATE 12/22/2022	
				DESIGNED	

SHEET

G-3

ISSUED FOR BID

SEQ.

3 OF 25

3.01 *Base Bid*

1.	1	LS	Mobilization (Not to Exceed 3% of Contract Amount)
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2.	1	LS	Clearing and Grubbing
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3.	1	LS	Stormwater Pollution Prevention Plan
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DOLLARS		
CENTS	\$	\$ *
Lump Sum		

4.	1	LS	Care of Water During Construction
			DOLLARS
			CENTS
			\$
			\$ *
			Lump Sum
5.	1	LS	Temporary Cofferdams
			DOLLARS
			CENTS
			\$
			\$ *
			Lump Sum
6.	225	LF	Barbed Wire Fencing
			DOLLARS
			CENTS
			\$
			\$ *
			Linear Foot
7.	1	AC	Final Grading and Hydro Mulching
			DOLLARS
			CENTS
			\$
			\$ *
			Acre

8. 4305 CY Excavation

DOLLARS

CENTS

\$

\$ *

Cubic Yard

9. 1560 CY Haul Off and Disposal of
Excess Excavated Materials

DOLLARS

CENTS

\$

\$ *

Cubic Yard

10. 1 LS Demolition

DOLLARS

CENTS

\$

\$ *

Lump Sum

11. 1 LS Plug and Abandon Existing
Western Siphon Pipes

DOLLARS

CENTS

\$

\$ *

Lump Sum

12.	157	LF	Remove Existing Eastern Siphon Pipes North of UPRR Right of Way		
			DOLLARS		
			CENTS	\$	\$ *
			Linear Foot		
13.	200	LF	Grout and Abandon Existing Eastern Siphon Pipes under UPRR Right of Way		
			DOLLARS		
			CENTS	\$	\$ *
			Linear Foot		
14.	3000	CY	Class 1 Earth Fill (On Site Reuse)		
			DOLLARS		
			CENTS	\$	\$ *
			Cubic Yard		
15.	1440	CY	Class 4 Earth Fill		
			DOLLARS		
			CENTS	\$	\$ *
			Cubic Yard		

20.	260	CY	Riprap Erosion Protection (12 IN)
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DOLLARS

CENTS

\$

\$ *

Cubic Yard

21.	145	SY	Roadway Repair
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DOLLARS

CENTS

\$

\$ *

Square Yard

3.02 Alternate Bid No. 1

A-1.	<u>1</u>	LS	Stop Logs
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DOLLARS

CENTS

\$

\$ *

Lump Sum

3.03 Alternate Bid No. 2

B-1.	234	LF	72" FRP Pipe (Microtunneling Installation)
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DOLLARS

CENTS

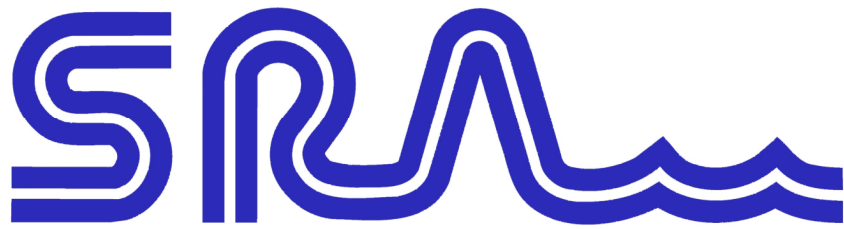
\$

\$ *

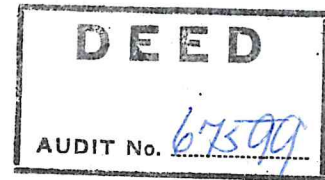
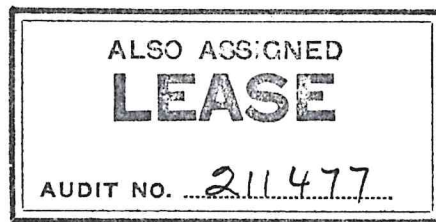
Linear Foot

A. Bidder acknowledges that:

1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
2. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.



***APPENDIX A
UPRR LEASE AGREEMENT AND RIGHT OF
ENTRY***



RELMS: TNH-259.98-X (N)

THIS INDENTURE, made this 31st day of July, 1990, by and between SOUTHERN PACIFIC TRANSPORTATION COMPANY, a Delaware corporation, herein termed "Railroad", and SABINE RIVER AUTHORITY OF TEXAS, a municipal corporation of the State of Texas, P. O. Box 579, Orange, Texas 77630, herein termed "Grantee";

WITNESSETH:

1. Railroad hereby grants to Grantee, subject to the reservations, covenants and conditions herein contained, the right to construct, reconstruct, maintain and operate two each 42-inch water pipelines hereinafter referred to as "structure", in, upon, along, across and beneath property and tracks of Railroad, at or near Tulane, in the County of Orange, State of Texas, crossing the centerline of said tracks at Engineer's Station 5353+03, Mile Post 259.98 in the location shown on the print of Railroad's Drawing 90160, sheet No. 1, dated July 13, 1990, attached and made a part hereof.

Said structure shall be installed in accordance with minimum requirements of Form C. S. 1741, also attached and made a part hereof.

As a part consideration for the rights herein granted, Grantee shall pay to Railroad the sum of Four Hundred Sixty Dollars (\$460.00).

2. Project markers in form and size satisfactory to Railroad, identifying the facility and its owner, will be installed and constantly maintained by and at the expense of Grantee at Railroad property lines or such locations as Railroad shall approve. Such markers shall be relocated or removed upon request of Railroad without expense to Railroad.

Absence of markers does not constitute a warranty by Railroad of no subsurface installations.

3. There is reserved onto Railroad, its successors and assigns and anyone acting with the permission of Railroad the right (consistent with the rights herein granted) to construct, reconstruct, maintain and use existing and future railroad tracks, facilities and appurtenances and existing and future transportation, communication (including fiber optic telecommunication systems) and pipeline facilities and appurtenances in, upon, over, under, across and along said property.

4. This grant is made subject to all licenses, leases, easements, restrictions, conditions, covenants, encumbrances, liens and claims of title which may affect said property and the word "grant" as used herein shall not be construed as a covenant against the existence of any thereof.

5. The rights herein granted to Grantee shall lapse and become void if the construction of said structure upon said property is not commenced within one (1) year from the date first herein written.

6. Grantee shall bear the entire cost and expense of constructing, reconstructing and maintaining said structure upon said property.

Grantee, its agents and employees, subject to the provisions hereof, shall have the privilege of entry on said property for the purpose of constructing, reconstructing, maintaining and making necessary repairs to said structure provided that:

(a) Grantee shall give Railroad's division superintendent at least five (5) days' written notice prior to commencement of any work on said structure except emergency repairs in which event, Grantee shall notify Railroad's authorized representative by phone; and

(b) Grantee shall telephone Railroad at 1-800-283-4237 (a 24-hour number) to determine if a telecommunications system is buried anywhere on or about the premises defined or included herein. If it is, Grantee will telephone the owner of the system designated by Railroad, arrange for a cable locator and make arrangements for relocation or other protection for the system prior to beginning any work on the said premises.

Grantee agrees to reimburse Railroad for the cost and expense to Railroad of furnishing any materials or performing any labor in connection with the construction, reconstruction, maintenance and removal of said structure, including, but not limited to; the installation and removal of such falsework and other protection beneath or along Railroad's tracks, and the furnishing of such watchmen, flagmen and inspectors as Railroad deems necessary.

Grantee agrees to reimburse Railroad and/or the owner of the telecommunication system for all expenses which either may incur which expenses would not have been incurred except by the reason of the use of said premises by Grantee, its agents, employees or invitees including relocation costs or any damages incurred by such owner due to the injury to the telecommunication system.

7. In the event Railroad shall at any time so require, Grantee, at Grantee's expense, shall reconstruct, alter, or otherwise improve said structure upon receipt of written notice from Railroad so to do.

8. Grantee shall, at its expense, comply with all applicable laws, regulations, rules and orders regardless of when they become or became effective, including, without limitation, those relating to health, safety, noise, environmental protection, waste disposal, and water and air quality, and furnish satisfactory evidence of such compliance upon request of Railroad.

Should any discharge, leakage, spillage, emission or pollution of any type occur upon or arise from the premises covered hereunder as a result of Grantee's use, presence, operations or exercise of the rights granted hereunder, Grantee shall, at its expense, be obligated to clean all property affected thereby, whether owned or controlled by Railroad, or any third person, to the satisfaction of Railroad (insofar as the property owned or controlled by Railroad is concerned) and any governmental body having jurisdiction in the matter. Railroad may, at its option, clean Railroad's premises; if Railroad elects to do so, Grantee shall pay Railroad the cost of such cleanup promptly upon the receipt of a bill therefor.

Grantee agrees to investigate, release, indemnify and defend Railroad from and against all liability, cost and expense (including, without limitation, any fines, penalties, judgments, litigation costs and attorney fees) incurred by Railroad as a result of Grantee's breach of this section, or as a result of any such discharge, leakage, spillage, emission or pollution, regardless of whether such liability, cost or expense arises during the time this indenture is in effect or thereafter, unless such liability, cost or expense is proximately caused solely and exclusively by the active negligence of Railroad, its officers, agents or employees.

9. As part consideration, Grantee agrees to pay Railroad an amount equal to any and all assessments which may be levied by order of any authorized lawful body against the property of Railroad (and which may have been paid by Railroad) to defray any part of the cost or expense incurred in connection with the construction of said structure upon said property commenced within one (1) year from the date first herein written.

10. Grantee agrees to keep said property and said structure in good and safe condition, free from waste, so far as affected by Grantee's operations, to the satisfaction of Railroad. If Grantee fails to keep said property and said structure in a good and safe condition, free from waste, then Railroad may perform the necessary work at the expense of Grantee, which expense Grantee agrees to pay to Railroad upon demand.

11. No work on Railroad's premises shall be commenced by any contractor for Grantee until such contractor has entered into Railroad's standard Contractor's Right of Entry agreement covering such work.

12. Grantee agrees to and shall indemnify and hold harmless Railroad, its officers, agents, and employees from and against any and all claims, demands, losses, damages, causes of action, suits, and liabilities of every kind (including reasonable attorneys fees, court costs, and other expenses related thereto) for injury to or death of a person or for loss of or damage to any property, arising out of or in connection with any work done, action taken or permitted by Grantee, its subcontractors, agents or employees under this indenture. It is the express intention of the parties hereto, both Grantee and Railroad, that the indemnity provided for in this paragraph indemnifies Railroad for its own negligence, whether that negligence is active or passive, or is the sole or a concurring cause of the injury, death or damage; provided that said indemnity shall not protect Railroad from liability for death, injury or damage arising solely out of the criminal actions of Railroad, its officers, agents and employees.

The word "Railroad" as used in this section shall be construed to include, in addition to Railroad, the successors, assigns and affiliated companies of Railroad and any other railroad company that may be lawfully operating upon and over the tracks crossing or adjacent to said structure, and the officers and employees thereof.

13. Should Grantee, its successors or assigns, at any time abandon the use of said property, or any part thereof, or fail at any time to use the same for the purpose contemplated herein for a continuous period of one (1) year, the right hereby given shall cease to the extent of the use so abandoned or discontinued, and Railroad shall at once have the right, in addition to, but not in qualification of the rights hereinabove reserved, to resume exclusive possession of said property or the part thereof the use of which is so discontinued or abandoned.

Upon termination of the rights and privileges hereby granted, Grantee, at its own cost and expense, agrees to remove said structure from said property and restore said property as nearly as practicable to the same state and condition in which it existed prior to the construction of said structure. Should Grantee in such event fail, neglect or refuse to remove said structure and restore said property, such removal and restoration may be performed by Railroad, at the expense of Grantee, which expense Grantee agrees to pay to Railroad upon demand, or Railroad may, at its option, assume ownership of said structure.

14. The parties intend that the promises and obligations of this indenture shall constitute covenants running with the land so as to bind and benefit their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in duplicate the day and year first herein written.

SOUTHERN PACIFIC TRANSPORTATION COMPANY

By

(Title)

Earle
NRPC Operations Officer

Attest:

B. J. Medina
Assistant Secretary

SABINE RIVER AUTHORITY OF TEXAS

By

(Title)

Sam Collins

By

(Title)

STATE OF CALIFORNIA
CITY AND COUNTY OF SAN FRANCISCO } ss.

On this 1st day of AUGUST in the year One Thousand Nine Hundred Ninety, before me, SANDRO P. MICOCCHI, a Notary Public in and for the County of San Francisco State of California, personally appeared Mr. T. J. EARLE, known to me or proved (to me on the basis of satisfactory evidence) to be the NRPC OPERATIONS OFFICER, of the corporation described in and that executed the within instrument, and also known to me to be the person who executed it on behalf of the corporation therein named and he acknowledge to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the City and County of San Francisco, the day and year in this



CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

*****THIS DOCUMENT IS NOT A PERMANENT EASEMENT –
EXPIRATION SHALL BE 180 DAYS FROM DATE OF EXECUTION*****

This agreement is made and entered into as of the 17th day of August, 2022 by and between the Sabine River Authority of Texas ("SRA"), a Texas governmental agency, and Union Pacific Railroad Company ("UP"), a Delaware corporation.

RECITALS: This Agreement hereby grants to UP and any person directly or indirectly under the control or supervision of UP (including, without limitation, any contractor or subcontractor of UP) (each a "UP Party"), a non-exclusive right and license to access and use the Property for performance of the Work, as shown in Exhibit B, attached hereto. All coordination with other landowners is UP's sole responsibility.

AGREEMENT:

NOW, THEREFORE, it is mutually agreed by and between SRA and UP, as follows:

ARTICLE 1- DEFINITION OF UP

For purposes of this agreement, all references in this agreement to UP shall include UP's contractors, subcontractors, suppliers, consultants, officers, agents and employees, and others acting under its or their authority.

ARTICLE 2 – RIGHT GRANTED; PURPOSE

SRA hereby grants to UP the right, during the term hereinafter stated and upon and subject to each and all of the terms, provisions and conditions herein contained, to enter upon and have ingress to and egress from the property described in the Recitals for the purpose of performing the work described in the Recitals above. The right herein granted to UP is limited to those portions of SRA property specifically described herein, or as designated by the SRA Representative named in Article 3.

ARTICLE 3 – SRA REPRESENTATIVE

UP shall coordinate all of its work with the following SRA representatives or his or her duly authorized representative.

Gulf Coast Division
David Williams
1922 IP Way
Orange, TX 77632
Ph: 409/746-2111

UP, at its own expense, shall adequately police and supervise all work to be performed by UP and shall ensure that such work is performed in a safe manner. The responsibility of UP for safe conduct and adequate policing and supervision of UP's work shall not be lessened or otherwise affected by SRA's approval of plans and specifications involving the work, or by SRA's collaboration in performance of any work, or by the presence at the

work site of an SRA representative, or by compliance by UP with any request or recommendation made by SRA Representative.

ARTICLE 4 – FEES;

By acceptance of this Agreement, SRA and UP mutually agree to reciprocally waive all application, license, permit, flagging, inspection, maintenance consent fees associated with the following projects:

- Project No. 1 -- Dupont Industrial Lead Crossing, Mile Post 2.71 (UP responsible for Project No. 1);
- Project No. 2 -- Dupont Industrial Lead Crossing, Mile Post 2.94 (UP responsible for Project No. 2); and
- Project No. 3 -- Lafayette Subdivision Crossing, Mile Post 260, (SRA's Tulane Road Crossing) (SRA responsible for Project No. 3).

This reciprocal waiver of all fees shall continue and not expire until all work on Project Nos. 1, 2 and 3 are complete.

ARTICLE 5 – TERM; TERMINATION

The grant of right herein made to UP shall commence on the date of this Agreement and continue until 12/31/2022 (expiration date), unless sooner terminated as herein provided, or at such time as UP has completed its work on SRA property, whichever is earlier. UP agrees to notify SRA's Representative in writing when it has completed its work on SRA Property.

ARTICLE 6 – CERTIFICATE OF INSURANCE

Before commencing any work, UP shall, at its sole cost and expense, procure and maintain during the course of the Project and until all Project work on SRA property has been completed and UP has removed all equipment and materials from SRA's property and has cleaned and restored property to SRA's satisfaction, the following insurance coverage:

TYPE OF INSURANCE	LIMITS OF LIABILITY
Comprehensive Automobile Liability Insurance	\$1,000,000
Commercial General Liability Insurance	General Aggregate: \$1,000,000 Products-Completed Operations Aggregate: \$1,000,000 Personal and Advertising Injury \$1,000,000 Each Occurrence: \$1,000,000 Fire Damage Legal Liability (any one fire): \$50,000
Workers Compensation	Statutory Amount
Employers Liability	\$1,000,000
Umbrella Liability Insurance	\$20,000,000

Other Requirements:

- All policies (except worker's compensation and employer's liability) must include SRA as "Additional Insured".

- UP waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against SRA and its agents, officers, directors and employees. This waiver must be stated on the certificate of insurance.
- Prior to commencing work, UP shall furnish SRA with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this Agreement.
- UP's liability insurance shall be primary and noncontributory.
- Notwithstanding anything to the contrary contained within this Article 6, Contractor may elect to self-insure the liabilities this Agreement places on Contractor.

ARTICLE 7 – DISMISSAL OF UP EMPLOYEE

At the request of SRA, UP shall remove from SRA's property any employee of UP who fails to conform to the instructions of the SRA's Representative in connection with the work on SRA property, and any right of UP shall be suspended until such removal has occurred. UP shall indemnify SRA against any claims arising from the removal of any such employee from SRA property.

ARTICLE 8 – NOTICE OF COMMENCEMENT OF WORK

UP agrees to notify SRA's Representative at least ten (10) working days in advance of UP commencing its work. No work of any kind shall be performed, and no person, equipment, machinery, tools, materials, vehicles, or things shall be located, operated, placed, or stored within SRA property prior to proper notification.

ARTICLE 9 – LIENS

UP shall pay in full all persons who perform labor or provide materials for the work to be performed by UP. UP shall not create, permit or suffer any mechanic's or materialmen's liens of any kind or nature to be created or enforced against any property of SRA for any such work performed. UP shall indemnify and hold harmless SRA from and against any and all liens, claims, demands, cost of expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished. If UP fails to promptly cause any lien to be released of record, SRA may, at its election, discharge the lien or claim of lien at UP's expense.

ARTICLE 10 – PERMITS – COMPLIANCE WITH LAWS

In the prosecution of work covered by this Agreement, UP shall secure any and all necessary permits and shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work.

ARTICLE 11 – SAFETY

Safety of personnel, property, SRA operations and the public is of paramount importance in the prosecution of the work performed by UP. UP shall be responsible for initiating, maintaining and supervising all safety, operations and programs in connection with the work. UP shall keep the job site free from safety and health hazards and ensure that its employees are competent and adequately trained in all safety and health aspects of the job.

UP shall have proper first aid supplies available on the job site so that prompt first aid services may be provided to any person injured on the job site. UP shall have a non-delegable duty to control its employees while they are on SRA property, and to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug or other substance that may inhibit the safe performance of work.

ARTICLE 12 – INDEMNITY

TO THE EXTENT NOT PROHIBITED BY APPLICABLE STATUTE, UP SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS SRA, ITS AFFILIATES AND ITS OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES ("INDEMNIFIED PARTY," WHETHER ONE OR MORE) FROM AND AGAINST ANY AND ALL LOSS, DAMAGE, INJURY, LIABILITY, CLAIM, DEMAND, COST OF EXPENSE (INCLUDING, WITHOUT LIMITATION, ATTORNEY'S, CONSULTANT'S AND EXPERT'S FEES, AND COURT COSTS), FINE OR PENALTY INCURRED BY AN INDEMNIFIED PARTY (INCLUDING WITHOUT LIMITATION, ANY CONTRACTOR OR ANY EMPLOYEE OF A CONTRACTOR OF ANY INDEMNIFIED PARTY) ARISING OUT OF OR IN ANY MANNER CONNECTED WITH (I) ANY WORK PERFORMED BY UP, OR (II) ANY ACT OR OMISSION OF UP, ITS OFFICERS, AGENTS, CONTRACTORS, SUBCONTRACTORS OR EMPLOYEES, OR (III) ANY BREACH OF THIS AGREEMENT BY UP.

THE RIGHT TO INDEMNITY UNDER THIS ARTICLE SHALL ACCRUE UPON OCCURRENCE OF THE EVENT GIVING RISE TO THE LOSS, AND SHALL APPLY REGARDLESS OF ANY NEGLIGENCE OR STRICT LIABILITY OF ANY INDEMNIFIED PARTY, EXCEPT WHERE THE LOSS IS CAUSED BY THE SOLE ACTIVE NEGLIGENCE OF AN INDEMNIFIED PARTY AS ESTABLISHED BY THE FINAL JUDGMENT OF A COURT OF COMPETENT JURISDICTION. THE SOLE NEGLIGENCE OF ANY INDEMNIFIED PARTY SHALL NOT BAR THE RECOVERY OF ANY OTHER INDEMNIFIED PARTY.

UP EXPRESSLY AND SPECIFICALLY ASSUMES POTENTIAL LIABILITY UNDER THIS ARTICLE FOR CLAIMS OR ACTIONS BROUGHT BY UP'S EMPLOYEES. UP WAIVES ANY IMMUNITY IT MAY HAVE UNDER WORKER'S COMPENSATION OR INDUSTRIAL INSURANCE ACTS TO INDEMNIFY AN INDEMNIFIED PARTY UNDER THIS ARTICLE. UP ACKNOWLEDGES THAT THIS WAIVER WAS MUTUALLY NEGOTIATED BY THE PARTIES HERETO.

NO COURT OR JURY FINDINGS IN ANY EMPLOYEE'S SUIT PURSUANT TO ANY WORKER'S COMPENSATION ACT OR THE FEDERAL EMPLOYER'S LIABILITY ACT AGAINST A PARTY TO THIS AGREEMENT MAY BE RELIED UPON OR USED BY UP IN ANY ATTEMPT TO ASSERT LIABILITY AGAINST AN INDEMNIFIED PARTY.

ARTICLE 13 – RESTORATION OF PROPERTY

In the event SRA authorizes UP to take down any fence or in any manner move or disturb any of the other property of the SRA in connection with the work to be performed by UP, then in that event UP shall, as soon as possible and at UP's sole expense, restore such fence and other property to the same conditions as the same were in before such fence was taken down or such other property was moved or disturbed. UP shall remove all of UP's tools, equipment, rubbish and other materials from SRA property promptly upon completion of the work, restoring SRA property to the same state and condition as when UP entered thereon.

ARTICLE 14 – NO REAL PROPERTY INTEREST

It is expressly understood that this Agreement does not in any way whatsoever grant or convey any permanent easement, lease, fee or other interest in the Property to UP. This Right of Entry Agreement is not exclusive and the SRA specifically reserves the right to grant other rights of entry within the vicinity of the Property.

ARTICLE 15 – ATTORNEY FEE REINBURSEMENT

Intentionally omitted.

ARTICLE 16 - MODIFICATION – ENTIRE AGREEMENT

No modification of the Agreement shall be effective unless made in writing and signed by UP and SRA. This Agreement and any exhibits attached hereto and made a part hereof constitute the entire understanding between UP and SRA and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the work to be performed by UP.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement in duplicate as of the date first herein written.

SABINE RIVER AUTHORITY OF TEXAS

By: David Williams

Printed Name: David Williams

Title: Division Manager

Date: 8-18-2022

UNION PACIFIC
RAILROAD COMPANY

Name: [Signature]

By: [Signature]

Printed Name: Jim Hild

Title: Director - Real Estate

Date: 8/17/2022

David Williams

From: Jim Hild <JLHILD@up.com>
Sent: Friday, August 5, 2022 11:16 AM
To: David Williams
Cc: Rachel Beck
Subject: RE: UPRR and SRA Crossing Replacement Projects
Attachments: ~ROE Example.doc; ~CROE Example.doc; Agreement for Access by UP.doc

David,

Per our conversation yesterday, here are the items we discussed. I have also attached samples of the railroad's form of Right of Entry, Contractors Right of Entry and Temporary Access Agreement (for UPRR to access and use SRA property) for SRA review. Links to UPRR online application process for Right of Entry, Non-Intrusive Survey Permits and Maintenance permit also attached.

- UPRR and SRA will waive any application, license, or permit fees associated with the 3 project sites on the DuPont Ind Lead and Lafayette Sub.
- UPRR is preparing to do work on the DuPont Ind Lead (2 sites) in the next few weeks. UPRR will coordinate the work with SRA to establish Temporary access rights across and on SRA property. Please review attached Temporary Access Agreement and let me know if this form of agreement is acceptable and I can put it all together with exhibits into a draft for final review and execution.
- SRA is in the planning stages of their work to take place on the Lafayette Sub. SRA will apply to UPRR through the online utility portal for any non-intrusive survey permits, Rights of Entry or maintenance consent needed for them to progress their project. Fees associated with any of these agreements will be waived by UPRR.
- Any flagging arrangements needed will be made with local UPRR Manager of Track Maintenance - Adam Wagner.

Please contact me with any questions you have on any of this.

Thank you,
Jim

[UP: Utilities Installations](#)

[UP: Right of Entry/Temporary Use of Railroad Property](#)

[Microsoft Word - Nonintrusive permit - 4-26-11 \(up.com\)](#)



Jim Hild

Director Real Estate
Union Pacific Railroad
1400 Douglas Street, Stop 1690
Omaha, NE 68179