

Morgan Goudeau & Associates, Inc.

CONSULTING ENGINEERS AND LAND SURVEYORS
1703 West Landry Street
Opelousas, Louisiana 70570
PHONE: (337) 948-4222 FAX: (337) 942-2108
ESTABLISHED 1898

MORGAN GOUDEAU, JR.

1905-1984

ROBERT WOLFE, SR.

1926-1976

ROBERT WOLFE, JR., P.E., P.L.S.

WILLIAM H. JARRELL, III, P.E.

KENNETH BOAGNI, III, P.E., P.L.S.

JACOB L. JARRELL, P.L.S., E.I.

DAVID H. JARRELL, P.L.S., E.I.

**ADDENDUM NO. 1
WATER SYSTEM IMPROVEMENTS
(RELOCATION OF WATERLINES AND
REHABILITATION OF GROUND STORAGE TANK)
CITY OF OPELOUSAS, LOUISIANA
MGA PROJECT W#302
OCTOBER 20, 2022**

TO ALL PROSPECTIVE BIDDERS:

The following changes/additions have been made to the above referenced project:

1. BID FORM:

Included is a revised bid form to be used to bid the project. The quantity for Bid Item No. A1-2 has been revised from 190 Each to 1 Each. In addition, Bid Item 25 in the base bid has been revised and will now include a new ground storage tank and painting of the existing well discharge piping as described on Plan Sheet 8A.

2. CONSTRUCTION PLANS:

A. Delete Plan Sheet 8 and replace with Plan Sheet 8A. Plan Sheet 8A calls for a new factory-coated bolted steel ground storage tank. Painting of the well discharge piping will remain in the contract.

3. TECHNICAL SPECIFICATIONS:

A. Add Section 13202 - Ground Storage Tank to the project manual. These specifications are for the ground storage tank shown on Plan Sheet 8A.

4. PERMITS

Enclosed are Railroad Permits and LDH Permits for Contractor's information.

Should you have any questions, please feel free to call me at your convenience.

Sincerely,

MORGAN GOUDEAU & ASSOCIATES, INC.



William H. Jarrell, III, P.E.

F:\CrystalWater\W302\Addendum No. 1 Dated Oct 20, 2022\Addendum_1.wpd

Enclosures

cc: Michael McLean, FP&C
Purvis Morrison, Chief Administrative Officer

LOUISIANA UNIFORM PUBLIC WORK BID FORM - REVISED

To: City of Opelousas
P.O. Box 1879
Opelousas, LA 70571-1879
(Owner to provide name and address of owner)

Bid For: Water System Improvements - Relocation of
Waterlines and Rehabilitation of Ground Storage
Tank (MGA Project W#302)
(Owner to provide name of project and other identifying information)

The undersigned bidder hereby declares and represents that she/he; a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) has personally inspected and is familiar with the project site, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all work and services for the construction and completion of the referenced project, all in strict accordance with the Bidding Documents prepared by: Morgan Goudeau & Associates, Inc., Opelousas, Louisiana and dated: June, 2021
(Owner to provide name of entity preparing bidding documents.)

Bidders must acknowledge all addenda. The Bidder acknowledges receipt of the following **ADDENDA:**
(Enter the number the Designer has assigned to each of the addenda that the Bidder is acknowledging).

TOTAL BASE BID: For all work required by the Bidding Documents (including any and all unit prices designated "Base Bid" *but not alternates) the sum of:

_____ Dollars (\$_____)

ALTERNATES: For any and all work required by the Bidding Documents for Alternates including any and all unit prices designated as alternates in the unit price description.

Alternate No. 1 *(Water Treatment Plant By-Pass)* ADD the lump sum of:

_____ Dollars (\$_____)

Alternate No. 2 *(Owner to provide description of alternate and state whether add or deduct)* for the lump sum of:

_____ Dollars (\$_____)

Alternate No. 3 *(Owner to provide description of alternate and state whether add or deduct)* for the lump sum of:

_____ Dollars (\$_____)

NAME OF BIDDER: _____

ADDRESS OF BIDDER: _____

LOUISIANA CONTRACTOR'S LICENSE NUMBER: _____

NAME OF AUTHORIZED SIGNATORY OF BIDDER: _____

TITLE OF AUTHORIZED SIGNATORY OF BIDDER: _____

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER:** _____

DATE: _____

THE FOLLOWING ITEMS ARE TO BE INCLUDED WITH THE SUBMISSION OF THIS LOUISIANA UNIFORM PUBLIC WORK BID FORM:

* The Unit Price Form shall be used if the contract includes unit prices. Otherwise it is not required and need not be included with the form. The number of unit prices that may be included is not limited and additional sheets may be included if needed.

** **A CORPORATE RESOLUTION OR WRITTEN EVIDENCE** of the authority of the person signing the bid for the public work as prescribed by LA R.S. 38:2212(B)(5).

BID SECURITY in the form of a bid bond, certified check or cashier's check as prescribed by LA R.S. 38:2218(A) attached to and made a part of this bid.

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DESCRIPTION	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt #_____		12" D.I. waterline	
REF NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
1	25	L.F.		

DESCRIPTION	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt #_____		8" C-900 PVC (DR-25) waterline	
REF NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
2	190	L.F.		

DESCRIPTION	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt #_____		6" PVC C-900 (DR-25) waterline	
REF NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
3	270	L.F.		

DESCRIPTION	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt #_____		2" PVC Class 160 (SDR-26) waterline	
REF NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
4	10	L.F.		

DESCRIPTION	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt #_____		10" PE (DR-11) waterline	
REF NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
5	800	L.F.		

Wording for "DESCRIPTION" is to be provided by the Owner.
All quantities are estimated. The contractor will be paid based upon actual quantities as verified by the Owner.

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DESCRIPTION	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt # _____		8" PE (DR-11) waterline	
REF NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
6	290	L.F.		

DESCRIPTION	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt # _____		8" x 6" tapping sleeve and valve	
REF NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
7	1	Each		

DESCRIPTION	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt # _____		6" x 6" tapping sleeve and valve	
REF NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
8	3	Each		

DESCRIPTION	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt # _____		6" Inserta-valve	
REF NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
9	3	Each		

DESCRIPTION	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt # _____		2" valve and box	
REF NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
10	1	Each		

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DESCRIPTION	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt #__		Cut-in 6" x 6" tee	
REF NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
11	4	Each		

DESCRIPTION	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt #__		Cut-in 8" x 8" tee	
REF NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
12	2	Each		

DESCRIPTION	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt #__		Tie-in to existing 12" waterline	
REF NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
13	1	Each		

DESCRIPTION	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt #__		Tie-in to existing 8" waterline	
REF NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
14	1	Each		

DESCRIPTION	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt #__		Tie-in to existing 2" waterline	
REF NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
15	1	Each		

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DESCRIPTION		<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt #__		Fire Hydrant Assembly	
REF NO.	QUANTITY	UNIT OF MEASURE		UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
16	3	Each			

DESCRIPTION		<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt #__		Ductile Iron Fittings	
REF NO.	QUANTITY	UNIT OF MEASURE		UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
17	2.0	Ton			

DESCRIPTION		<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt #__		Dry bore 16" steel casing	
REF NO.	QUANTITY	UNIT OF MEASURE		UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
18	60	L.F.			

DESCRIPTION		<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt #__		Dry bore 14" steel casing	
REF NO.	QUANTITY	UNIT OF MEASURE		UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
19	240	L.F.			

DESCRIPTION		<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt #__		Directional bore 10" PE	
REF NO.	QUANTITY	UNIT OF MEASURE		UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
20	720	L.F.			

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DESCRIPTION	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt #__		Plug 12" waterline	
REF NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
21	1	Each		

DESCRIPTION	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt #__		Plug 8" waterline	
REF NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
22	2	Each		

DESCRIPTION	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt #__		Plug 6" waterline	
REF NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
23	4	Each		

DESCRIPTION	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt #__		Plug 2" waterline	
REF NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
24	1	Each		

DESCRIPTION	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt #__		83,000 Gallon epoxy coated (factory coated) Ground Storage Tank and Painting of Well Discharge Piping (Ref. Plan Sheet 8A)	
REF NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
25	1	Lump Sum		

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DESCRIPTION	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt #__	Disinfect ground storage tank (Ref. Plan Sheet 8)		
REF NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
26	1	Lump Sum		

DESCRIPTION	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt #__	Flowable fill		
REF NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
27	205	C.Y.		

DESCRIPTION	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt #__	Limestone for Maintenance		
REF NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
28	30	Ton		

DESCRIPTION	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt #__	Asphalt pavement restoration		
REF NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
29	185	S.Y.		

DESCRIPTION	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt #__	Temporary signs and barricades		
REF NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
30	1	Lump Sum		

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DESCRIPTION	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt #__	Mobilization		
REF NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
31	1	Lump Sum		

DESCRIPTION	<input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt #1	12" D.I. waterline		
REF NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
A1-1	90	L.F.		

DESCRIPTION	<input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt #1	12" tapping sleeve and valve		
REF NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
A1-2	1	Each		

DESCRIPTION	<input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt #1	12" gate valve with handwheel operator		
REF NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
A1-3	2	Each		

DESCRIPTION	<input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt #1	Ductile iron fittings		
REF NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
A1-4	0.5	Ton		

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DESCRIPTION		<input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt #1		Labor and equipment to remove existing Well 8 discharge piping and replace with new piping (Ref. Plan Sheet 9)	
REF NO.	QUANTITY	UNIT OF MEASURE		UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
A1-5	1	Lump Sum			

DESCRIPTION		<input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt #1		Flowable Fill	
REF NO.	QUANTITY	UNIT OF MEASURE		UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
A1-6	25	C.Y.			

DESCRIPTION		<input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt #1		Limestone	
REF NO.	QUANTITY	UNIT OF MEASURE		UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
A1-7	5	Ton			

DESCRIPTION		<input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt #1		P.C. Concrete Pavement Restoration	
REF NO.	QUANTITY	UNIT OF MEASURE		UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
A1-8	35	S.Y.			

DESCRIPTION		<input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt #1		Temporary Signs and Barricades	
REF NO.	QUANTITY	UNIT OF MEASURE		UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
A1-9	1	Lump Sum			

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REF NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
A1-10	1	Lump Sum		

DESCRIPTION	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt #__		N/A	
REF NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
N/A	N/A	N/A	N/A	N/A

DESCRIPTION	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt #__		N/A	
REF NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
N/A	N/A	N/A	N/A	N/A

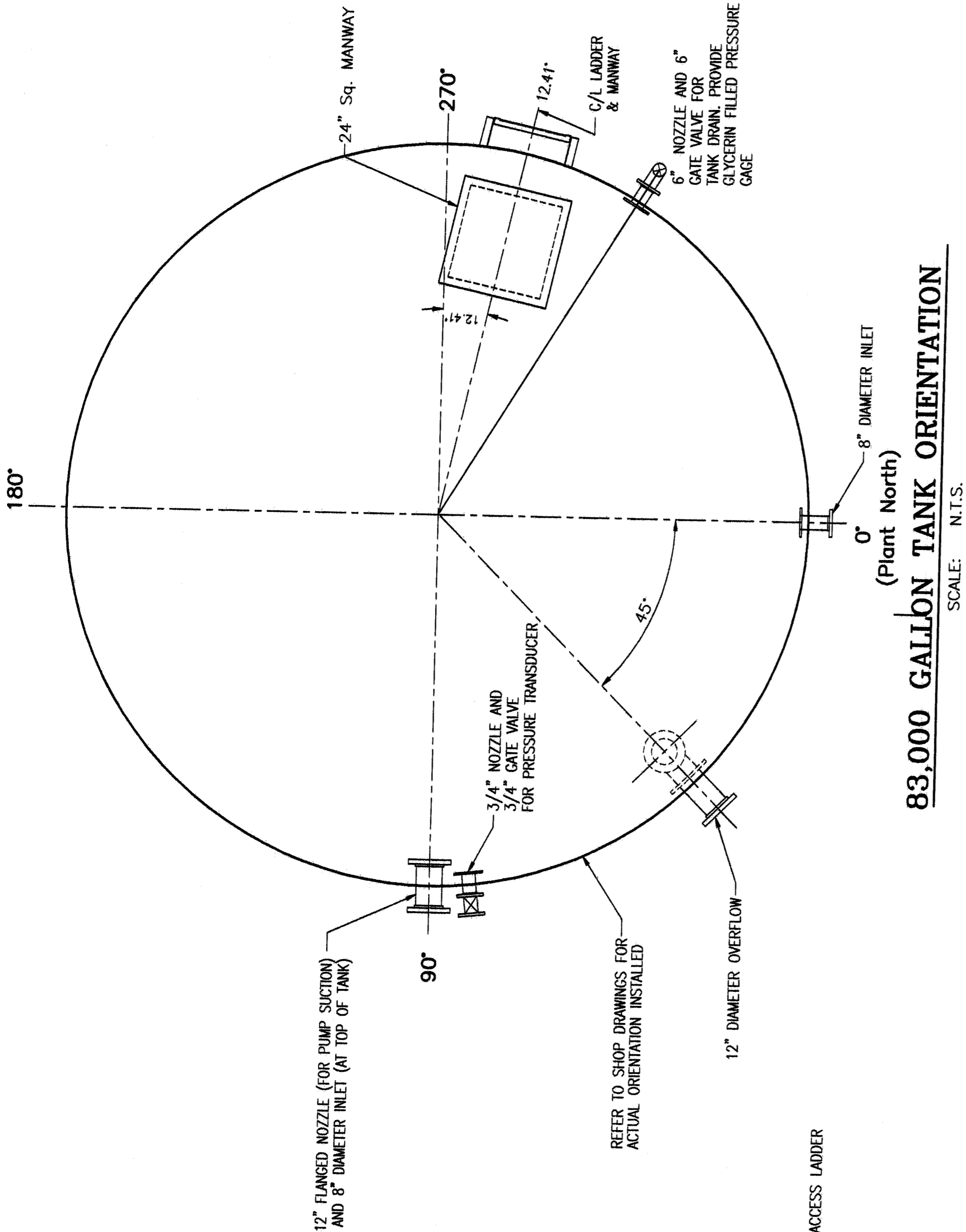
DESCRIPTION	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt #__		N/A	
REF NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
N/A	N/A	N/A	N/A	N/A

DESCRIPTION	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt #__		N/A	
REF NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
N/A	N/A	N/A	N/A	N/A

Wording for "DESCRIPTION" is to be provided by the Owner.

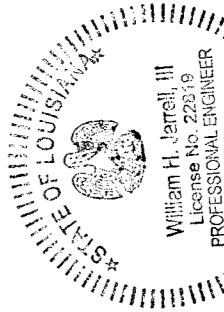
All quantities are estimated. The contractor will be paid based upon actual quantities as verified by the Owner.

PROJECT NO. W#302	MORGAN		ASSOCIATES & GOUDEAU	CONSULTING		1703 West Londry STREET LOUISIANA
	OPELOUSAS					
	NO.					
	DATE					
	REVISION DESCRIPTION					
	BY					
SHEET NUMBER 8A	SCALE: AS SHOWN		ADDED NOTE 7 & DELETED SAMPLE TAP ON TANK	W.H.I.	DATE: 08-13-21	
	DESIGNED BY: WHJ					
	CHECKED BY: WHJ					
	DRAWN BY: D.L.S.					
	GROUND STORAGE TANK					
	PLANS AND DETAILS					
WATER SYSTEM IMPROVEMENTS		CITY OF OPELOUSAS		ST. LANDRY PARISH, LOUISIANA		

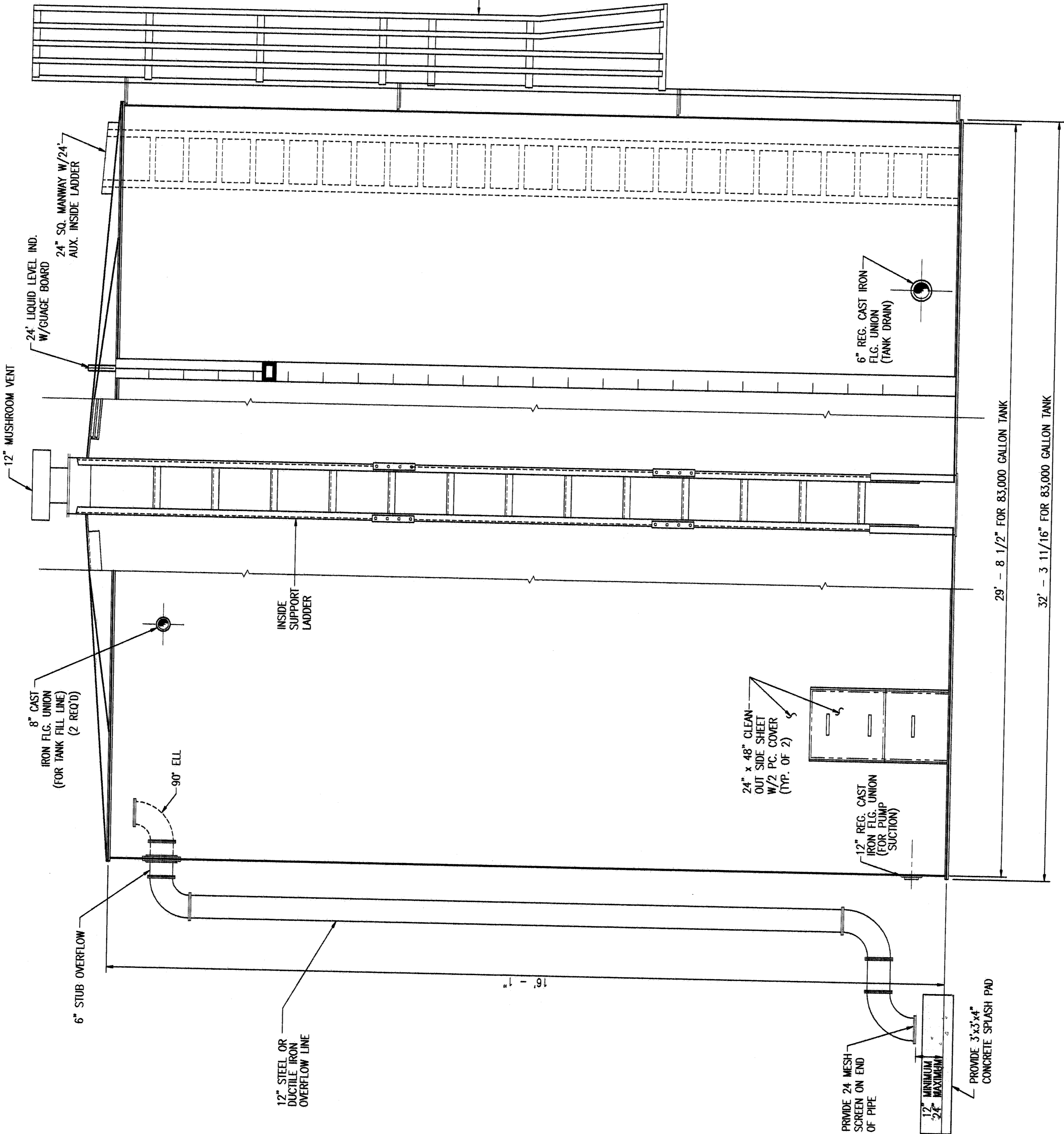


GENERAL NOTES:

- CONTRACTOR TO DEMOLISH EXISTING 83,000 GALLON (29' DIA x 16' HEIGHT) GROUND STORAGE TANK AND DISPOSE OF IN ACCORDANCE WITH ALL FEDERAL, STATE AND LOCAL REGULATIONS.
- NEW GROUND STORAGE TANK TO BE INSTALLED AT THE SAME LOCATION AS EXISTING TANK UTILIZING EXISTING TANK FOUNDATION. REFER TO SPECIFICATIONS FOR ADDITIONAL TANK ACCESSORIES TO BE PROVIDED.
- EXISTING TANK FILL AND DRAIN LINES TO BE DISCONNECTED FROM EXISTING TANK AND RE-CONNECTED TO NEW TANK. WELL AND SERVICE PUMP CONTROLS TO BE DISCONNECTED AND RE-INSTALLED WITH NEW TANK.
- AFTER THE NEW TANK HAS BEEN COMPLETED, INSPECTED AND APPROVED BY THE ENGINEER AND CITY, CONTRACTOR SHALL DISINFECT THE TANK IN ACCORDANCE WITH AWWA STANDARD C652. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND PROVIDING ALL NECESSARY BACTERIOLOGICAL TESTING SHALL BE DONE BY A LAB THAT IS CERTIFIED BY THE STATE HEALTH OFFICE.
- COLOR OF THE EXTERIOR COATING SHALL BE SELECTED BY THE CITY DURING THE SHOP DRAWING APPROVAL PROCESS. COLOR SHALL BE STANDARD COLOR PROVIDED BY THE TANK MANUFACTURER.
- ALL ABOVE GROUND PIPING AT THE TANK AND THE DISCHARGE PIPING AT THE WATER WELL IMMEDIATELY ADJACENT TO THE GROUND STORAGE TANK SHALL BE PAINTED IN ACCORDANCE WITH SECTION 0900 OF THE SPECIFICATIONS. PAINT SHALL BE NSF 61 APPROVED. COLOR SHALL BE SELECTED BY THE CITY.
- PROVIDE A SMOOTH NOSED (NON-THREADED) SAMPLE TAP TO FACILITATE THE COLLECTION OF WATER SAMPLES.



William H. Morgan
8-26-21



TECHNICAL SPECIFICATIONS
DIVISION 13 - SPECIAL CONSTRUCTION

SECTION 13202 - GROUND STORAGE TANK

PART 1 - GENERAL

1.01 SCOPE OF WORK

A. The work shall consist of the furnishing and installation of a factory-coated bolted steel ground storage tank as described in these specifications and in compliance with the drawings. Tanks to be manufactured by CST Industries, Inc. or approved equal.

B. RELATED SECTIONS

1. Division 1 - General Requirements
2. Division 9 - Finishes
3. Section 02060 - Limestone
4. Section 02315 - Excavation, Backfilling and Compaction
5. Section 03300 - Cast-in-Place Concrete

1.02 SYSTEM DESCRIPTION

A. GENERAL

A total of one (1) tank shall be furnished and installed by the contractor. A description of the tanks is as follows:

<u>TANK NUMBER</u>	<u>CAPACITY</u>
1	83,000 gallons

The tank manufacturer shall be a specialist in the design, fabrication and erection of factory - coated bolted steel tanks. The manufacturer shall be quality certified having an active API-Q1 certification.

TECHNICAL SPECIFICATIONS
DIVISION 13 - SPECIAL CONSTRUCTION

B. DESIGN CRITERIA

LOCATION	TANK NO. 1
Product to be stored	Potable Water
Specific Gravity	1
pH of Product	6.8 - 7.8
Temperature	60° - 70°F
Minimum Capacity (gallons)	83,000
Diameter (Nominal)	29'
Maximum Depth (Nominal)	16'
Minimum Freeboard	6"
Wind Speed	130 MPH

All tanks shall meet the requirements of AWWA D103, Latest Edition and NFPA 22.

1.03. DELIVERY AND STORAGE

- A. Deliver water storage tank system components and parts to the job site and handle and store in such a manner as to prevent permanent distortion of any part or other damages affecting structural, mechanical or electrical integrity.
- B. Replace damaged items that cannot be restored to "as new" condition by the Contractor at no additional cost.
- C. Store all items which would suffer operational degradation by exposure to the ambient atmosphere off the ground, in a well-drained location, protected from the weather and accessible for inspection and handling.

PART 2 - PRODUCTS

2.01 MATERIALS

A. GENERAL

The materials, design, fabrication and erection of the bolted steel tanks shall conform to the following:

TECHNICAL SPECIFICATIONS
DIVISION 13 - SPECIAL CONSTRUCTION

TANK NO.

STANDARD

1

AWWA D103, Latest Edition, NFPA 22

B. BOLTS AND ANCHOR BOLTS

Bolts and nuts for joining tank panels shall conform to ASTM A307, ASTM A325, or API 12B.

Anchor bolts shall conform to ASTM A36 or ASTM A307.

C. FOUNDATION - REINFORCING STEEL

Reinforcing steel in foundations shall comply with requirements of ACI 318.

D. PLATES AND SHEETS

Plate and sheet materials shall be open-hearth, electronic-furnace, or basic oxygen-process steel conforming to any of the following ASTM specifications: A36; A283, grade C or D; A570, grade 30, 33, 36, 40, or 45; A572, grade 42 or 50; A607, grade 50; or A715, grade 50. Plates and sheets may be furnished on the weight basis, with permissible underrun according to the tolerance table for plates ordered to weight published in ASTM A6 and for sheets ordered to weight published in ASTM A568. Steel having a yield strength of 50,000 psi or more should not be used on 15-ft. or smaller diameter tanks that have form flanged connections.

E. STRUCTURAL SHAPES

Hot-rolled structural shapes for use under this standard shall conform to AISC S326. Material shall conform to ASTM A36 or AISI 1010. Aluminum shapes of a suitable alloy for load and service requirements may be used for portions of the than not in contact with water. The design of all aluminum members shall be in accordance with AA SAS and to the loads specified in Section 3 of this standard.

F. CASTINGS

Iron castings shall conform to ASTM A48, class 30. Steel castings shall conform to ASTM A 216, grade WCB. Aluminum castings shall conform to AA SPC.

G. FORGINGS

1. Forgings from plate and sheet materials:

Forgings from plate and sheet materials shall conform to the plate and sheet materials permitted under Section 2.01.D.

TECHNICAL SPECIFICATIONS
DIVISION 13 - SPECIAL CONSTRUCTION

2. Forgings from other than plate or sheet materials:

Forgings from other than plate or sheet materials shall conform to ASTM A668, class E.

3. Forged and rolled pipe flanges:

Forged and rolled pipe flanges shall conform to ASTM A181, grade 1.

H. ELECTRODES

Manual, shielded-metal, arc-welding electrodes shall conform to requirements of AWS A5.1. Welding electrodes shall be of any E60XX or E70XX classification suitable for the electric current characteristics, the position of welding, and other conditions of intended use. Welding electrodes for other welding processes shall conform to applicable AWS specifications for filler metal.

I. PIPE FOR FLUID CONDUCTORS

Inlet, outlet, overflow, and other pipes, and all fittings for fluid use shall be as shown on the drawings. If steel pipe is not otherwise specified, it shall conform to or exceed ASTM A53. Unless otherwise specified, joints may be either screwed or flanged at the option of the manufacturer. Pipe and fittings from warehouse stock may be used if certified by the warehouse to be in accordance with this standard or the purchaser's specification.

J. GASKETS AND SEALANTS

The manufacturer shall use gaskets or sealants or a combination thereof in accordance with the following specifications:

1. Gaskets:

All bolted connections shall incorporate an EPDM (Buna N)* prefabricated gasket minimum width 1-3/4". A single piece double-punched gasket shall be used at vertical seams which require two vertical rows of punching. Field caulking will be allowed when joining a discontinuous gasket section and at certain joint connections. Neoprene backed steel washers shall be provided at all bolts in contact with the stored liquid.

2. Sealants:

Sealants shall comply with the following:

- a. Resistance to temperature: The sealant shall remain flexible when in continuous operation over a temperature range of -40°F to +170°F.
- b. Weatherability: The sealant shall be resistant to hardening and cracking. The sealant shall be essentially solid and contain no plasticizer or extenders that

TECHNICAL SPECIFICATIONS
DIVISION 13 - SPECIAL CONSTRUCTION

could tend to cause shrinkage due to weathering. The sealant shall be resistant to ozone and ultraviolet light.

- c. Chemical resistant: The sealant shall be chemically resistant without extraction to water and shall not swell or degrade under normal water-storage conditions.
- d. Material specification: The sealant shall be acceptable for use on food-contact surfaces and shall meet the following specifications:
 - i. NSF Basic Criteria Standard No. C-2.
 - ii. Code of Federal Regulations, Title 21 (FDA), Subchapter B, Part 175, Section 175.300.
- e. Primers for Sealant: Some sealant materials require the use of a primer on metal or glass for maximum adhesion. Most of these primers contain a volatile solvent. After evaporation of the solvent, the primer shall comply with the requirements of paragraph 2.01.J.2.d.

2.02 ACCESSORIES

A. POTABLE WATER TANK

The following accessories shall be provided for the tank, as applicable:

- 1. Shell Manway: Provide shell manway of size and at location indicated on the plans.
- 2. Inlet and Outlet Connections: Provide inlet and outlet connections of size and at locations indicated on the plans.
- 3. Roof Hatch: Provide roof hatch with a curbed, upward opening 24" square. Extend curb at least 4" above the tank. Hatch cover lip shall be hinged and provisions made for locking. Hatch cover lip to extend 2" down on the outside of the curb.
- 4. Vent: Provide 12" minimum size mushroom screened vent on roof as indicated on drawings. Vent to be designed and constructed to prevent entrance of birds or animals (including insects). Screen to be 24 Mesh or finer.
- 5. Inside and Outside Tank Ladders: Provide inside and outside OSHA approved ladders for each tank at locations indicated on plans.
- 6. Liquid Level Indicator: Provide standard type level indicator gage with guided float. Level indicator - gage to be marked at one (1) foot intervals. Provide stainless steel cable.
- 7. Overflow Pipe: Provide 12" overflow pipe supported by brackets at four (4) foot intervals. Install 24 Mesh insect screen on overflow pipe.
- 8. Drain: Provide six (6) inch drain with gate valve for ease of draining tank. Provide

TECHNICAL SPECIFICATIONS
DIVISION 13 - SPECIAL CONSTRUCTION

24 Mesh insect screen (or finer) on end of pipe.

9. Nozzle for sampling tap: Provide 3/4" nozzle for installation of a smooth nosed sample tap.

2.03 **FABRICATION**

A. STRAIGHTENING

Any required straightening of material shall be done by methods that will not damage the steel. Minor cold straightening is permitted. Cold straightening may be done by hammering, or preferably by rolling or pressing. Heat may be used in straightening more severe deformations.

B. FINISH OF PLATE EDGES - WELDED WORK

The plate edges to be bolted or welded may be universal mill edges or they may be prepared by shearing, machining, chipping, or by mechanically guided oxygen or plasma arc cutting. Edges of irregular contour may be prepared by manually guided oxygen or plasma arc cutting.

1. Oxygen or plasma arc cutting:

When edges of plates are oxygen or plasma arc cut, the surface obtained shall be uniform and smooth and shall be cleaned of slag accumulations before welding. All cutting shall follow closely the lines prescribed.

2. Shearing:

Shearing may be used for material 5/16 in. or less in thickness.

C. ROLLING

Plates and sheets shall be cold rolled or pressed to suit the curvature of the tank and the erection procedure.

D. DOUBLE-CURVED PLATES

Plates and sheets that are curved in two directions may be pressed or rolled either cold or hot.

E. MANUFACTURING TOLERANCES

1. Tanks with horizontally flanged shell joints:

Parts fabricated and punched for tanks with horizontally flanged shell joints shall comply with the dimensions and tolerances of API 12B.

2. Tanks with horizontally lapped shell joints:

TECHNICAL SPECIFICATIONS
DIVISION 13 - SPECIAL CONSTRUCTION

The tolerance on bolt-hole spacing for tanks with horizontally lapped shell joints shall be $\pm 1/32$ in. between any two holes measured in the flat before forming.

F. COATINGS

Coatings may be factory applied and must be NSF 61 APPROVED. Damaged coatings will be repaired in accordance with manufacturers recommendations by erection personnel. Approved coating for the tanks specified is as follows:

1. Interior:

Surface Prep: SSPC-SP10 (near white blast cleaning) to 2-3 mils profile.

Thermally cured modified epoxy powder, Trico-Bond EP (including underside of steel floor), 5.0 mils average dry film thickness.

2. Exterior:

Surface Prep: SSPC-SP6 Commercial blast cleaning

1st Coat: Thermally cured modified epoxy powder, Trico-Bond EP, 4.5 mils average dry film thickness.

2nd Coat: Thermally cured acrylic polyurethane, 1.5 mil average dry film thickness.

Coating System to have 6.0 mils DFT. Final color of tank to be selected by Owner.

3. Curing:

Curing to be in baking ovens after each coat. Final coat is to be cured in bake oven for a minimum of fifteen (15) minutes.

PART 3 - EXECUTION

3.01 ERECTION

A. GENERAL

The manufacturer shall provide instructions for the erection of the tank, and it shall be erected in accordance therewith. Erection shall be by a tank manufacturer approved erector.

TECHNICAL SPECIFICATIONS
DIVISION 13 - SPECIAL CONSTRUCTION

B. BOLTING

All bolts shall be located and installed in accordance with erection instructions provided by the manufacturer.

C. GASKETING AND SEALANTS

Gasketing and sealants or both shall be supplied by the manufacturer and installed between all joints in compliance with the erection instructions. The erector shall exercise care in properly locating and installing any special gaskets (chime lap gaskets, tapered inserts, etc.) supplied by the manufacturer.

D. COATING REPAIR

Any damage to the factory-applied coatings is to be repaired and restored to the original finish in strict compliance with the manufacturer's recommendations. It shall be the responsibility of each manufacturer to provide a procedure for field repair and touch up of damaged coatings.

E. CLEANUP

On completion of the erection, the erector shall remove or dispose of all rubbish and other unsightly material caused by the operations and shall leave the premises on as good a condition as found at the start of the project.

3.02 INSPECTION AND TESTING

A. SHOP INSPECTION

The Engineer or Owner may, if specified, require shop inspection by a commercial inspection agency, the cost of which shall be paid by owner. Copies of typical mill test reports shall be furnished to the engineer. Shop inspection shall consist of a visual inspection of the fabricating practices and operations to determine compliance with this standard.

B. TESTING

When specified by the engineer, the erector, before filling the tank with water, shall test the joints of the steel bottom using the vacuum method. When the completed tank is filled with water, by the contractor, any leaks found shall be repaired by the erector. If is preferred that repair of joints be made while water level is above the point being repaired.

C. DISPOSAL OF TEST WATER

The owner shall provide a means of disposing of test water up to the tank inlet or drain pipe, including piping connections.

D. DISINFECTING

TECHNICAL SPECIFICATIONS
DIVISION 13 - SPECIAL CONSTRUCTION

Regardless of the sequence used for testing the tank, it shall be disinfected after the final test and the tank may then be filled with potable water and placed into service. Disinfection shall be the responsibility of the contractor unless otherwise specified, in accordance with AWWA C652.

END OF SECTION



State of Louisiana
Louisiana Department of Health
Office of Public Health

August 25, 2021

Attn: Mr. William Jarrell, P.E.
Morgan Goudeau & Associates, INC.
1703 W. Landry Street
Opelousas, LA 70570

City of Opelousas Water System
1703 W. Landry Street
Opelousas, LA 70570

Re: Water System Improvements-Relocation of Water Lines
Water Distribution System (Owned, Operated & Maintained by the City of Opelousas Water System, PWS 1097010)

- *Approx. 242 L.F. of 6" SDR-25 Fusible PVC to Connect to Existing infrastructure along Pulford Street & Planters Street*
- *Approx. 171 L.F. of 8" SDR-25 Fusible PVC to Connect to Existing infrastructure along Rice Lane*
- *Approx. 221 L.F. of 8" SDR-11 Fusible PE to Connect to Existing infrastructure along Wallior Street, Pulford Street, & Planters Street*
- *Approx. 221 L.F. of 10" SDR-11 Fusible PE to Connect to Existing infrastructure along Rice Lane & I-49/Bayou Callahan Crossing*
- *Two (2) Fire Hydrants*

Opelousas, LA
St. Landry Parish
LDH Project #: 60002429
Permit #: P-21-04-097-108

Dear Applicant:

Plans and specifications of the above named project have been reviewed and found to be in substantial conformity with applicable provisions of the Sanitary Code.

This Approval refers to the sanitary features of the design only, and is not to be taken as an approval of structural details, except insofar as they may affect sanitation.

This Approval is issued with the stipulation that the water distribution system will be owned, operated, and maintained by City of Opelousas Water System, 1703 W. Landry Street, Opelousas, LA 70570.

Re: Water System Improvements-Relocation of Water Lines
Water Distribution System (Owned, Operated & Maintained by the City of Opelousas
Water System, PWS 1097010)
Opelousas, LA
St. Landry Parish
LDH Project #: 60002429
Permit #: P-21-04-097-108

The plans and specifications are being sent to the St. Landry Parish Health Unit.

This Approval is automatically cancelled if construction of the project has not been started within two (2) years after the date of this letter.

If construction commences before a permit is granted, a Notice of Violation will be issued for the project. A letter of "no objection" will not be issued on any pre-constructed project unless the project fully complies with the requirements of the Sanitary Code.

In the event that it is determined at some point in the future that a design error escaped our detection during our review of these plans and specifications, that oversight shall not relieve you, the applicant, of the responsibility for complete compliance with the applicable requirements of the Louisiana Administrative Code [particularly, LAC 51 (Public Health – Sanitary Code) and LAC 48 (Public Health – General)], specifically including correcting the violations inadvertently overlooked.

After construction is completed, the responsible party for the design of the project shall submit a Confirmation Letter to this Office certifying that the project was constructed in accordance with the plans and specifications approved (or to which "no objection" was offered) by this Office. As of February 1, 2007, this Confirmation Letter will be required prior to occupancy.

At the direction of the State Health Officer,

Sincerely,



Dillan Crawford, E.I.
LDH/OPH Region 4 Engineer Intern



Brent Bouy, P.E.
LDH/OPH Region 4 Engineer

Ec: Vickie Collins, Region IV Sanitarian Regional Director
Heather Briley, St. Landry Parish Sanitarian Manager

John Bel Edwards
GOVERNOR



Dr. Courtney N. Phillips
SECRETARY

W302

State of Louisiana
Louisiana Department of Health
Office of Public Health

August 27, 2021

Attn: Mr. William H. Jarrell, III, P.E.
Morgan Goudeau & Associates, Inc.
1703 West Landry Street
Opelousas, LA 70570

Mayor Julius Alsandor
City of Opelousas
P.O. Box 1879
Opelousas, LA 70570

Re: Medsouth Ground Storage Tank Replacement
Finished Water Storage (Owned, Operated & Maintained by the City of Opelousas, PWS 1097010)
- *Install new 83,000 gallon Bolted Steel Ground Storage Tank at the same location as the existing Medsouth Tank*
Opelousas, LA
St. Landry Parish
LDH Project #: 60002537
Permit #: P-21-04-097-109

Dear Applicant:

Plans and specifications of the above named project have been reviewed and found to be in substantial conformity with applicable provisions of the Sanitary Code.

This Approval refers to the sanitary features of the design only, and is not to be taken as an approval of structural details, except insofar as they may affect sanitation.

This Approval is issued with the stipulation that the finished water storage will be owned, operated, and maintained by the City of Opelousas.

The plans and specifications are being sent to the St. Landry Parish Health Unit.

This Approval is automatically cancelled if construction of the project has not been started within two (2) years after the date of this letter.

Re: Medsouth Ground Storage Tank Replacement
Finished Water Storage (Owned, Operated & Maintained by the City of Opelousas, PWS
1097010)
Opelousas, LA
St. Landry Parish
LDH Project #: 60002537
Permit #: P-21-04-097-109

If construction commences before a permit is granted, a Notice of Violation will be issued for the project. A letter of "no objection" will not be issued on any pre-constructed project unless the project fully complies with the requirements of the Sanitary Code.

In the event that it is determined at some point in the future that a design error escaped our detection during our review of these plans and specifications, that oversight shall not relieve you, the applicant, of the responsibility for complete compliance with the applicable requirements of the Louisiana Administrative Code [particularly, LAC 51 (Public Health – Sanitary Code) and LAC 48 (Public Health – General)], specifically including correcting the violations inadvertently overlooked.

After construction is completed, the responsible party for the design of the project shall submit a Confirmation Letter to this Office certifying that the project was constructed in accordance with the plans and specifications approved (or to which "no objection" was offered) by this Office. As of February 1, 2007, this Confirmation Letter will be required prior to occupancy.

At the direction of the State Health Officer,

Sincerely,



Rory Dobbs, E.I.
LDH/OPH Region 4 Engineer Intern II



Brent Bouy, P.E.
LDH/OPH Region 4 Engineer

Ec: Vickie Collins, Region IV Sanitarian Regional Director
St. Landry Parish Sanitarian Manager

w302

MASTER AGREEMENT

THIS MASTER AGREEMENT (the “**Agreement**”) is made as of **November 10, 2021**, the “**Effective Date**”, by and between **Acadiana Railway Company, Inc**, the “**Railroad**”, whose mailing address is **1629 Race Track Road, Unit 206, Saint Johns, Florida 32259**, as the owner and operator of record of the railroad right of way, collectively, “**Railroad Right of Way**”, described in “**Permits and Licenses**” covering existing utility Facilities listed in **Exhibit “A”** hereto and the Railroad Right of Way described in future supplements to this instrument in the form of **Exhibit “B”** hereto which may be executed by the parties from time to time, and **City of Opelousas**, the “**Licensee**”, with a mailing address of **105 Main Street, P.O. Box 1879, Opelousas, Louisiana 70570**,

WITNESSETH:

WHEREAS, pursuant to the Permits and Licenses, Railroad has previously granted permission to Licensee to cross and occupy the Railroad Right of Way with underground water and sewer utility service and distribution facilities and all accessories, appurtenances and equipment thereto or necessary for the use and operation thereof (such occupations of Railroad Right of Way by Licensee’s facilities being referred to hereinafter generically as “**Facilities**”); and

WHEREAS, Railroad and Licensee desire to provide for the future installation of Licensee’s facilities in, on, under, along and across Railroad Right of Way; and

WHEREAS, the license granted by the Railroad to Licensee hereunder is intended not only to replace Licensee’s rights of use over existing Railroad Right of Way granted by Railroad pursuant to the Permits and Licenses, but also to provide for additional Facilities in the future in, on, under, along and across Railroad Right of Way.

NOW, THEREFORE, in consideration of One Dollar (\$1) in hand paid by Licensee to the Railroad, the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Railroad, the parties hereto do grant, covenant and agree as follows:

- A. The Railroad hereby grants and conveys to the Licensee, its successors and assigns, a non-exclusive license for Facilities for the purpose of installing, constructing, reconstructing, expanding, upgrading, using, operating, maintaining, inspecting, repairing, relocating, renewing and removing underground water and sewer utility service and distribution facilities, pipelines, including but not limited to pipes, manholes and ancillary fixtures, equipment, structures and accessories attached thereto, necessary for the operation, maintenance, reconstruction, inspection, repair, renewal and removal thereof, (collectively, the “**Facilities**”), together with the right of ingress and egress over the property of the Railroad in connection with such purposes and as provided for in this Master Agreement.
- B. The foregoing grant of license shall include additional Facilities over Railroad Right of Way for the purpose described in Paragraph A above, as evidenced by supplements to this Agreement approved in writing by the Railroad and thereafter executed by the parties and attached hereto as Exhibit “B”.

C. The Permits and Licenses are hereby terminated concurrently with the grant of the foregoing license. The foregoing license is granted on the following terms and conditions:

1. The Railroad hereby accepts an annual fee of **Three Thousand Fifty U. S. Dollars (\$3,950)** charged by Railroad in consideration of the foregoing grant of license as it applies to all existing individual Facilities on Railroad Right of Way, as listed in **Exhibit "A"**. In consideration of the license granted by Railroad hereunder for each additional Facility over, under or paralleling Railroad Right of Way, Licensee shall pay to the Railroad the sums as listed in the **"Schedule of Rates and Fees"**, attached as **Exhibit "C"**, as payment for the grant of license for such additional Facilities, such payment to be made upon Licensee's submission of Utility Agreement, attached as **Exhibit "B"** with documents detailing the additional Facilities. Additional Facilities covered under this Agreement will incur an annual fee equal to the rate shown on Exhibit "C" and will also be subject to one-time application and administration fee required to be submitted with Exhibit "B". If the additional Facility is applied for on any day other than January 1st of a calendar year, a prorated amount will be paid for the current year and this Agreement's annual fee will be increased accordingly for subsequent years.
2. Licensee will also pay a one-time application engineering review and contract preparation and administration fee of **One Thousand Two Hundred Fifty U.S. Dollars (\$1,250)** for the processing and acceptance of the license herein granted for the existing individual Facilities on Railroad Right of Way as listed on Exhibit "A".
3. Licensee shall furnish to the Railroad the plans and details of the proposed construction of any new Facilities which shall be subject to the acceptance and written approval of the Railroad's Director of Real Estate by execution of Exhibit "B". Such approval shall not be unreasonably withheld or delayed. Any new underground Facilities shall be at a minimum depth of 5 feet 6 inches below the base of rail and 4 feet below the bottom of any ditches or drainage culverts.
4. The installation, construction, maintenance, repair, replacement, expansion, upgrading, renewal or removal, collectively, the **"Work"**, as the case may be, of new Facilities or existing Facilities, including the furnishing of all labor, materials, tools and equipment, shall be performed by the Licensee or its contractors or subcontractors at Licensee's sole cost and expense.
5. Plans shall be submitted to Railroad for approval before any such Work can take place, such approval not to be unreasonably withheld, conditioned, or delayed. Once approved, Licensee will be required to enter into a Right-of-Entry (ROE) Agreement. After the Work has been completed, the terms and conditions of this Agreement shall apply thereto.
6. Any such Work shall be performed without any damage to the Railroad's property, including, but not by way of limitation, permanent changes in grade to the roadbed or surface, subsidence of its lands, and without any interference with the operation of the Railroad.

7. The Licensee shall not allow its contractor or employees to cross over the Railroad's tracks with any equipment except at public crossings unless permission is obtained from Railroad in advance. The Licensee shall not allow any equipment, including crane booms, to work any closer than twenty (20) feet from the nearest rail, unless a flagman is present or deemed not necessary by the Railroad upon notification to Railroad and such approval given as provided in Section 8.
8. Licensee shall give notice to the Railroad not less than seventy-two (72) hours, excluding Saturdays, Sundays and holidays, before beginning any Work or making any inspections of the facilities to allow Railroad to assign a flagman; provided, however, that emergency repairs required to preserve life or property may be made with a reasonable notice. Licensee shall not perform any Work on Railroad property (except for emergency repairs) unless a flagman is present or deemed not necessary by Railroad. All inspections of and Work to the Facilities shall be conducted in such a manner as in the sole judgment of the Railroad will not interfere with the proper and safe operation, use and quiet enjoyment of the property and tracks of the Railroad or the poles, wires, conduits or other equipment located on the property of the Railroad. In exercising such judgment, the Railroad will give due consideration to Licensee's requirements as a water and sewer utility service provider. Upon completion of the Work, Railroad property disturbed during the Work shall be restored to the extent practicable to the same or as good a condition as it was prior to doing such Work. All proposed Work shall be described by Licensee and approved by Railroad using the supplied application form, drawing the form of Utility Facility Agreement attached hereto as Exhibit "B".
9. During the performance of any Work, the Licensee, at its own cost and expense, shall pay to the Railroad reasonable flagging expenses and any other necessary related expenses incurred by the Railroad. Flagging costs are subject to change without notice to Licensee, and Licensee agrees to pay then current rates when flagging is deemed necessary. It is also necessary to enter into a ROE Agreement at the rates listed on Exhibit C when Work on an existing Facility is requested to be performed.
10. If the Licensee has any Work permitted herein to be performed by a contractor, the contracts entered into by and between the Licensee and the contractor relative to said Work shall be subject to all terms and conditions of this Master Agreement.
11. To the extent permitted by law, Licensee hereby agrees to indemnify, defend and to hold the Railroad harmless against any and all construction liens, and all other claims, liabilities, damages and expenses asserted against Railroad as a result of, or in any way related to, the Licensee's occupation and use of the Facilities and operations conducted thereon by or on behalf of the Licensee pursuant to this Master Agreement (subject to Licensee's right to contest such construction liens and claims upon posting security sufficient to protect Railroad from any loss related to such liens); provided, however, that the Licensee shall not be responsible for any claims, liabilities or damages resulting from the intentional or negligent acts of the Railroad.
12. Licensee acknowledges that installing any Facilities on the Railroad Right of Way provides some risk that the Facilities may be damaged in the course of train operations. Therefore, notwithstanding any other language in this Master Agreement to the contrary, Licensee releases the Railroad from any loss, damage and/or claim for loss or damage to its Facilities that Licensee may have against the Railroad resulting from derailments or other accidents of

a similar catastrophic nature, from vibration or other activities of the Railroad in the ordinary course of its operations, provided that such release shall not apply to any intentional misconduct or willful negligence of the Railroad. Notwithstanding anything in this Agreement to the contrary, in no event shall either party be liable under this Master Agreement for incidental or consequential damages arising from or related to any act or omission or alleged act or omission of such party in the exercise of any rights or performance of any obligations hereunder.

13. Prior to the effective date of this Master Agreement, Licensee shall procure and shall thereafter maintain during continuance of this Agreement, at its sole cost and expense, Commercial General Liability (CGL) Insurance covering liability assumed by Licensee under this Agreement naming Railroad as additional insured and covering liability assumed by Licensee under this Agreement. Coverage of not less than Three Million Dollars (\$3,000,000.00) *Combined Single Limit* per occurrence, for bodily injury and property damage is recommended as a prudent minimum to protect Licensee's assumed obligations hereunder. The CGL policy shall be endorsed to provide for thirty (30) days notice in writing to Railroad at the address above, prior to termination of or change in the coverage provided.
14. If the insurance is canceled, Licensee shall cease any Work in progress as of the date of cancelation, remove all its construction materials from Railroad property and shall not resume Work until a new insurance policy is in force and delivered to the Railroad. It is agreed that the furnishing of the insurance shall not be deemed to be a limitation of the liability of the Licensee but shall be deemed additional security to the Railroad. The Railroad reserves the right to change the insurance requirements contained herein as reasonably required to reflect changes in laws, claims and accident experiences. Notwithstanding anything herein to the contrary, the Licensee may, at its option, self insure all of the foregoing insurance requirements and if it chooses to do so, shall provide the Railroad with a self insurance letter or certificate in lieu of the certificate of insurance described above.
15. The parties agree to the following environmental provisions:
 - a. Definitions
 - (1) "Hazardous Materials," as used in this article, is as defined in 42 USC 6901 et seq, and any regulations promulgated pursuant thereto.
 - (2) "Pollutants," as used in this article, is as defined in 33 USC 1251 et seq, and any regulations promulgated pursuant thereto.
 - (3) "Contamination" includes both Hazardous Materials and Pollutants.
 - b. Licensee agrees to indemnify and save harmless the Railroad, its officers and directors, employees and agents (each and all hereinafter "Indemnities"), from and against any and all liabilities, penalties, fines, forfeitures, demands, claims, causes of action, suits and costs and expenses incidental thereto (including cost of defense, settlement and attorneys' fees), which Indemnities may hereafter suffer, incur, be responsible for or pay out as a result of any governmental or judicial order, directive, administrative proceeding, rule, regulation, law, statute, ordinance or suit to cease, desist and refrain from all activities relating to the handling, treatment, storage, removal, extraction and disposal of pollutants or hazardous materials in the water or soil and/or ground water of any Facilities caused by

Licensee's acts or omissions, or as a result of bodily injuries (including death) to any person, damage (including loss of use) to any property (public or private), pollution or contamination of or adverse effects on the environment, or any violation or alleged violation of laws, statutes, ordinances, orders, rules or regulations of any governmental entity or agency, caused by or arising out of any Pollutants or Hazardous Materials in the water or soil or ground water of the Railroad Right of Way and caused by Licensee's acts or omissions.

- c. No highly flammable or explosive materials or hazardous waste shall be stored or burned by Licensee on Railroad Right of Way.
 - d. Railroad represents, to the best of its knowledge, that no portion of the Railroad Right of Way is in violation of applicable environmental laws, regulations, ordinances or orders of any governmental entity, including, without limitation, the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, the Federal Clean Air Act, as amended, the Federal Toxic Substances Control Act, as amended, and any regulation promulgated thereunder, or any other federal, state or local laws relating to contamination of or adverse effects to the environment, and neither the Railroad Right of Way nor any underlying groundwater contains any concentrations of regulated substances, hazardous substances, hazardous materials, toxic substances, or similar substances, residues and wastes.
 - e. Railroad represents to the best of its knowledge that neither Railroad nor Railroad's agents have received notice from any governmental agency nor does Railroad or Railroad's agents have knowledge of any suits, actions or investigations, threatened or pending, concerning any building, zoning, environmental, sanitation, health or safety laws, rules, regulations or violations concerning any Railroad Right of Way. In the event Railroad or Railroad's agents receive notice or knowledge of any of the foregoing matters, Railroad shall notify Licensee upon receipt of the same. Railroad agrees to indemnify and hold harmless Licensee, Licensee agrees to indemnify and save harmless the Railroad, its officers, directors, employees and agents (each and all hereinafter "Indemnities"), from and against any and all liabilities, penalties, fines, forfeitures, demands, claims, causes of action, suits and costs and expenses incidental thereto (including cost of defense, settlement and attorney's fees), which Indemnities may hereafter suffer, incur, be responsible for or pay out as a result of any governmental or judicial order, directive, administrative proceeding, rule, regulation, law, statute, ordinance or suit to cease, desist and refrain from all activities relating to the handling, treatment, storage, removal, extraction and disposal of pollutants or hazardous materials in the water or soil and/or ground water of any contamination caused by Railroad's acts or omissions, or as a result of bodily injuries (including death) to any person, damage (including loss of use) to any property (public or private), pollution or contamination of or adverse effects on the environment, or any violation or alleged violation of laws, statutes, ordinances, orders, rules or regulations of any governmental entity or agency, caused by or arising out of any Pollutants or Hazardous Materials in the water or soil or ground water of the Railroad Right of Way and caused by Railroad's acts or omissions.
16. It is expressly understood and agreed that the license herein granted shall in no way preclude the full, free and complete use of the Railroad Right of Way for the installation and maintenance of railroad tracks thereon and the operation of locomotives, trains and cars thereover and for any other purpose or use by the Railroad that does not interfere with the

Licensee's ability to install, operate and maintain the Facilities, and that the Railroad shall at all times have the full, free and unobstructed use of the Railroad Right of Way, subject to the rights granted to Licensee hereunder.

17. If the Licensee abandons any of their Facilities on Railroad Right of Way, it shall provide written notice to the Railroad of such abandonment and furnish to the Railroad a letter notification with respect to such abandoned Facilities.
18. Upon written notification of abandonment or discontinued use by Licensee of any of its Facilities, the Railroad shall have the right to determine which, if any, of the abandoned Facilities may be allowed to remain on the subject Railroad Right of Way and which Facilities must be removed from the subject Railroad Right of Way. Sub-grade facilities, if possible, will be abandoned in place. Railroad agrees to determine which Facilities may remain on the subject Railroad Right of Way by using the then "accepted practice" of both the Licensee and Railroad. In any event, the Licensee will, at its sole cost and expense, comply with the Railroad's written determination and restore the land occupied by the Facilities so removed to a neat and level condition reasonably satisfactory to the Railroad within sixty (60) days following such delivery of written determination.
19. At Licensee's sole cost and expense and within ninety (90) days following receipt of written notice from Railroad (or such longer period of time as may be reasonably necessary for Licensee to acquire approval from a regulatory agency for a line relocation) in order to permit and accommodate any changes of the Railroad's track grade or alignment, or improvements in or additions to Railroad's tracks or structures, Licensee shall relocate, strengthen, support, or otherwise protect or modify the Facilities identified by Railroad in such notice (any such relocation, strengthening, support, protection or modification to the Facility will hereinafter be referred to as "**Modifications**"). If necessary, Railroad shall provide so much of its land to Licensee as may be required to establish an alternative Railroad Right of Way for the relocation of Licensee's Facilities in connection with such Modification without payment of any new fee or any other additional compensation from Licensee, provided that the land identified for any such relocation of any Facilities shall be subject to approval by Licensee and once approved, the parties hereto shall, with respect to such land, enter into a supplement to this Agreement in accordance with the procedure set forth above. If such Modification is being required of Licensee by a governmental entity, irrespective of whether such requirement is temporary or permanent, such Modification shall be done at no expense to Railroad. All construction in connection with any Modifications shall comply with the terms and conditions of this Master Agreement.

With respect to any Modifications, the cost and expense of which is Licensee's responsibility, Railroad agrees that Licensee shall be given an opportunity to seek alternative methods, reasonably acceptable to Railroad, which would eliminate the necessity of relocating Facilities, or reduce the cost and expense thereof, including but not limited to the acquisition of additional land, at Licensee's sole cost and expense, which could accommodate the relocation or improvement of Railroad's operations.

Any subsequent or additional relocation, if any, shall be at the sole expense of the Railroad. Railroad shall not unreasonably require the Licensee to remove or relocate its Facilities. Railroad at its sole expense, must grant a replacement easement to the Licensee, over and across the Railroad's property, in the new alignment which shall be as close as practicable to the present alignment

20. If any of the Facilities are proven, according to the standards established pursuant to the above, to have caused disruptive inductive interference to Railroad's equipment, then Licensee shall promptly remedy such disruptive inductive interference. If Licensee fails to do so within a reasonable time, then Railroad may do so in the most cost-effective way, and Licensee agrees to reimburse to Railroad the full cost and expense of the remedy, subject to the provisions of above.
21. All notices required to be given by this Agreement shall be given in writing to the parties as follows or as the parties may otherwise advise in writing:

Acadiana Railway Company, Inc.
David Burleson, General Manager
1224 Cortez St
Opelousas, LA 70570

Office: (337) 942-4085
Email: dburleson@akdn-rr.com

With a copy to:

Railway Auditing & Management Services, Inc.
1629 Race Track Road, Unit 206
Saint Johns, FL 32259

Office: 904-448-6344
Email: ramsinc@bellsouth.net

22. The rights herein granted and the terms and conditions hereof shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto and shall run with the land.
23. This Agreement shall be construed, governed and enforced in accordance with the laws of the State of Louisiana.
24. The undersigned signatories represent and warrant that they have full power and authority to execute this Agreement on behalf of respective parties hereto

IN WITNESS WHEREOF, the Railroad and Licensee have executed this Agreement as of the day and year first above written.

Witness



Acadiana Railway Company, Inc.

By: 

Robert Favors, President

Witness



City of Opelousas

By: 

Name: Julius Alcantor

Title: Mayor



- G** subgrade 8 inch water pipeline
- B** subgrade 8 inch water pipeline
- D** subgrade 8 inch water pipeline
- H** subgrade 8 inch water pipeline
- G** subgrade 8 inch gravity sewer pipeline
- I** subgrade 6 inch water pipeline
- F** subgrade 6 inch sewer pipeline

APPLICATION FOR PIPELINE ACCESS

Name of Applicant CITY OF OPELOUSAS

Corporate Name _____ FEIN# 72-6001035

Physical Address 105 MAIN STREET

PO Box 1879

OPELOUSAS LOUISIANA 70570

Contact Name JULIUS ALSANDOR, MAYOR Email MAYORALSANDOR@CITYOFPELOUSAS.COM

Phone 337-948-2520 Cell 337-351-0429

Type of Business ☐ Individual ☐ Corporation
☐ Developer ☐ Partnership
☒ Municipality

If revision/attachments to an existing agreement: Agreement # _____ Date _____

If supplement to a master (general) agreement: Agreement # _____ Date _____

Please attach copies of licenses.

Will line exclusively serve lessee? ☐ Yes ☒ No Lessee Name _____

The work will be performed by: ☒ Contractor ☐ Company employees

ACCESS LOCATION & DESCRIPTION

Railroad Name ACADIANA RAILWAY CO., INC.

Nearest City OPELOUSAS County: ST. LANDRY State LOUISIANA

Will line be located near public road Right-of-Way? ☒ Yes ☐ No

If yes, Road Name JOSEPH STREET DOT/AAR Crossing # _____

Please indicate name, road number and width of Right-of-Way on drawing.

If a parallel application please complete the following:

Nearest Railroad Mile Post (Start) _____

Latitude _____

Longitude _____

Nearest Railroad Milepost (ending) _____ Total length of Run _____

Valuation Stations (if known) _____ Valuation Map # (if known) _____

If crossing please complete the following: (a separate application and fee is required for each crossing installation)

Nearest Railroad Mile Post: _____

Latitude 30° 32' 43.5" Longitude 92° 05' 10.9"

Valuation Station # (if known) NOT KNOWN Valuation Map # (if known) NOT KNOWN

Angle of Crossing 90 DEGREES Proposed Install Date FALL 2021

Temporary track support or rripping required? ☐ Yes ☒ No

Wires, poles, obstructions to be relocated? ☐ Yes ☒ No *Describe and detail on drawing.*

Product to be Conveyed SEWAGE (GRAVITY SEWER MAIN) 12"

Crossing will be for: ☒ Transmission ☐ Distribution ☐ Service

Flammable? ☐ Yes ☒ No Temperature 68 DEGREES

INSTALLATION & MATERIAL SPECIFICATIONS

	CARRIER PIPE	CASING PIPE
Material	VITRIFIED CLAY	N/A
Material Specifications & Grade	ATSM C700	N/A
Minimum Yield Strength of Material PSI	N/A	N/A
Inside Diameter	12"	N/A
Wall Thickness	1" +/-	N/A
Outside Diameter	14" +/-	N/A
Type of Seam	N/A	N/A
Kind of Joints	BELL & SPIGOT	N/A
Vents: How Many <u>0</u> Size <u>N/A</u> Height Above Ground <u>N/A</u>		
Seals: <input checked="" type="radio"/> Both Ends <input type="radio"/> One End		
Bury: <input type="radio"/> Base of Rail to top of casing <input checked="" type="radio"/> Below Roadway Ditch <u>14'</u> <u>8.4"</u>		
<input type="radio"/> Not beneath tracks		
Cathodic Protection <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No What Kind _____		
Protective Coating <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No What Kind _____		
Method of Installation <u>NOT KNOWN</u>		
Max Working Pressure <u>0</u> Field Test Pressure _____ Test Type _____		
Location of shut-off valves <u>NONE</u>		
Total Length in Railroad Right-of-Way <u>ENTIRE WIDTH OF R/W</u> Number of Manholes <u>0 (OUTSIDE R/W)</u>		

Application and plans must be approved and written authority received from the Railroad Company before construction is begun. Original and one copy of both application and drawing, along with a nonrefundable **Application, Engineering Review and Right of Entry Fee** in the amount of \$5,500 for parallel, plus \$5,500 for each crossing instance to be submitted to:

RAMS, Inc.

1629 Race Track Road, Suite 206
St. Johns, Florida 32259
Phone (800) 818-0184
Fax (904) 448-1215

Questions concerning this application should be submitted by email to propertyservices@ramsinc.com. All correspondence submitted by email receives priority response. Other requests can be made by calling (800) 818-0184.

Name WILLIAM H. JARRELL, III, P.E.

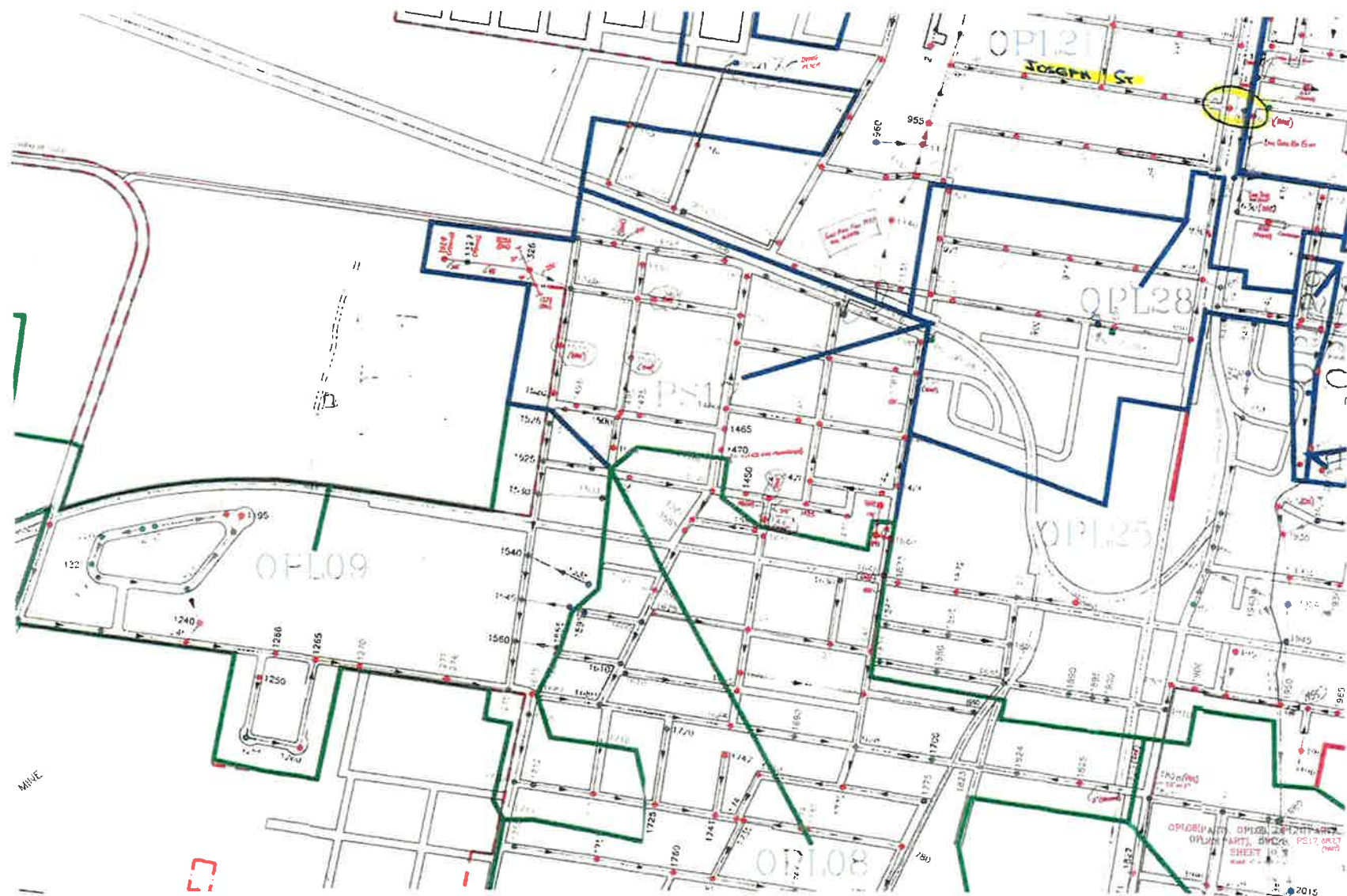
Date 10/04/2021

Phone 337-948-4222

Email Address JARRELLW@BELLSOUTH.NET

PRINT

A general liability insurance certificate listing the railroad as additional insured and an independent policy of Railroad Protective Liability (RPL) in the railroad's name is required. All pipeline/wireline occupancy must adhere to A.R.E.M.A guidelines and specifications for materials and installation. Proposal and construction must be in accordance with railroad specifications, The National Electrical Safety Code (current edition), and any/all governing laws or regulations. Please note: Specifications furnished in the Application Package are offered for guideline only, the railroad reserves the right to approve/decline any application.



APPLICATION FOR PIPELINE ACCESS

Name of Applicant CITY OF OPELOUSAS

Corporate Name _____ FEIN# 72-6001035

Physical Address 105 MAIN STREET

PO Box 1879

OPELOUSAS LOUISIANA 70570

Contact Name JULIUS ALSANDOR, MAYOR Email MAYORALSANDOR@CITYOFOPELOUSAS.COM

Phone 337-948-2520 Cell 337-351-0429

Type of Business ☐ Individual ☐ Corporation

☐ Developer ☐ Partnership

☒ Municipality

If revision/attachments to an existing agreement: Agreement # _____ Date _____

If supplement to a master (general) agreement: Agreement # _____ Date _____

Please attach copies of licenses.

Will line exclusively serve lessee? ☐ Yes ☒ No Lessee Name _____

The work will be performed by: ☒ Contractor ☐ Company employees

ACCESS LOCATION & DESCRIPTION

Railroad Name ACADIANA RAILWAY CO., INC.

Nearest City OPELOUSAS County: ST. LANDRY State LOUISIANA

Will line be located near public road Right-of-Way? ☒ Yes ☐ No

If yes, Road Name PLANTERS STREET DOT/AAR Crossing # 744064S

Please indicate name, road number and width of Right-of-Way on drawing.

If a parallel application please complete the following:

Nearest Railroad Mile Post (Start) _____

Latitude _____

Longitude _____

Nearest Railroad Milepost (ending) _____ Total length of Run _____

Valuation Stations (if known) _____ Valuation Map # (if known) _____

If crossing please complete the following: (a separate application and fee is required for each crossing installation)

Nearest Railroad Mile Post: _____

Latitude 30° 32' 44.32" N Longitude 92° 05' 10.91" W

Valuation Station # (if known) NOT KNOWN Valuation Map # (if known) NOT KNOWN

Angle of Crossing 90 DEGREES Proposed Install Date FALL 2021

Temporary track support or riprapping required? ☐ Yes ☒ No

Wires, poles, obstructions to be relocated? ☐ Yes ☒ No } Describe and detail on drawing.

Product to be Conveyed POTABLE WATER

Crossing will be for: ☐ Transmission ☒ Distribution ☐ Service

Flammable? ☐ Yes ☒ No Temperature 68 DEGREES

INSTALLATION & MATERIAL SPECIFICATIONS

	CARRIER PIPE	CASING PIPE
Material	P.E. 4710	STEEL
Material Specifications & Grade	AWWA C-906; DR-11	ASTM A1097
Minimum Yield Strength of Material PSI	4,000 PSI	35,000 PSI
Inside Diameter	7.31" (AVG)	13.50"
Wall Thickness	0.82" (MIN)	0.250"
Outside Diameter	9.05"	14"
Type of Seam		
Kind of Joints	BUTT-FUSED	WELDED
Vents: How Many <u>0</u> Size <u>N/A</u> Height Above Ground <u>N/A</u>		
Seals: <input checked="" type="radio"/> Both Ends <input type="radio"/> One End		
Bury: <input checked="" type="radio"/> Base of Rail to top of casing <input type="radio"/> Below Roadway Ditch <u>6'</u> <u>6" (MIN)</u>		
<input type="radio"/> Not beneath tracks		
Cathodic Protection <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No What Kind _____		
Protective Coating <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No What Kind _____		
Method of Installation <u>DRY BORE</u>		
Max Working Pressure <u>95 PSI</u> Field Test Pressure <u>150 PSI</u> Test Type _____		
Location of shut-off valves <u>ON PLANTERS STREET ON EACH SIDE OF CROSSING</u>		
Total Length in Railroad Right-of-Way <u>80'</u> Number of Manholes <u>0</u>		

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RAMS, Inc.

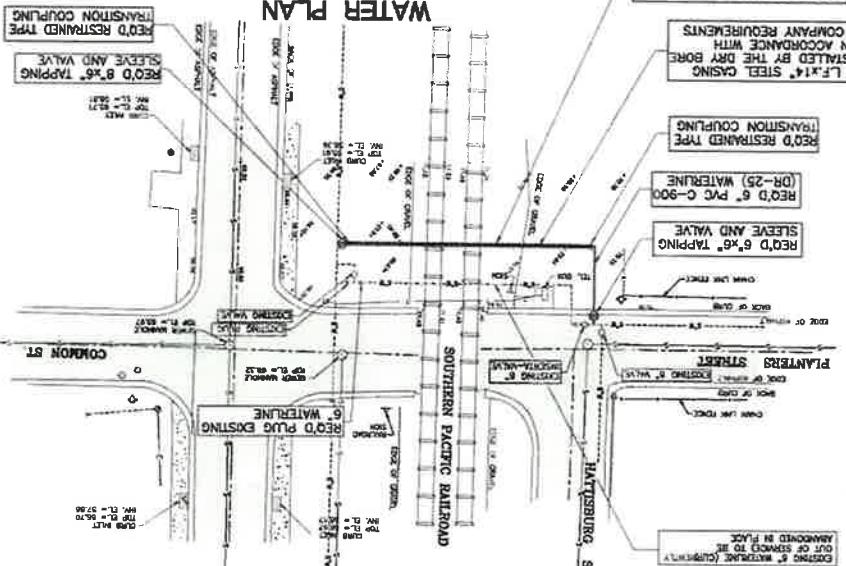
1629 Race Track Road, Suite 206
St. Johns, Florida 32259
Phone (800) 818-0184
Fax (904) 448-1215

Questions concerning this application should be submitted by email to propertyservices@ramsinc.com. All correspondence submitted by email receives priority response. Other requests can be made by calling (800) 818-0184.

Name WILLIAM H. JARRELL, III, P.E. Date 07/07/2021
Phone 337-948-4222
Email Address JARRELLW@BELLSOUTH.NET

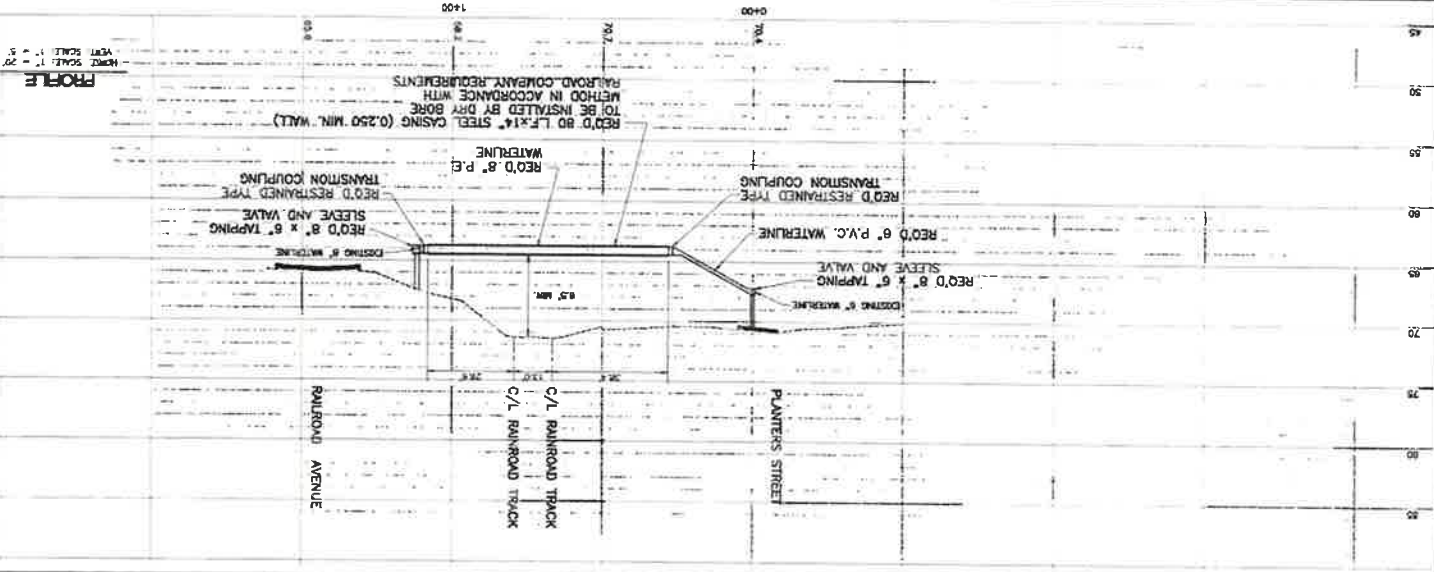
PRINT

A general liability insurance certificate listing the railroad as additional insured and an independent policy of Railroad Protective Liability (RPL) in the railroad's name is required. All pipeline/wireline occupancy must adhere to A.R.E.M.A guidelines and specifications for materials and installation. Proposal and construction must be in accordance with railroad specifications, The National Electrical Safety Code (current edition), and any/all governing laws or regulations. Please note: Specifications furnished in the Application Package are offered for guideline only, the railroad reserves the right to approve/decline any application.

[illegible]

WATER PLAN
PLANTER STREET

SCALE 1" = 20'



Profile

52 = 1 7025 1

W34302
PROJCT NO
MORGAN COUDEAU & ASSOCIATES
consulting
1703 west
OPELOUSAS
enginers
laundry street
LOUISIANA

(Signature)
06-09-90

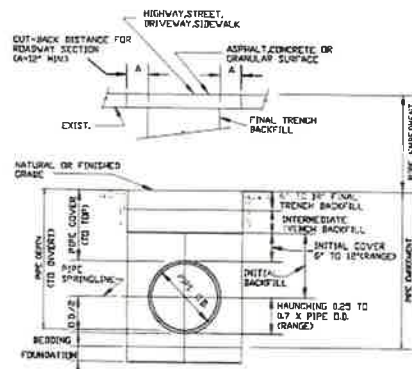


LEGEND

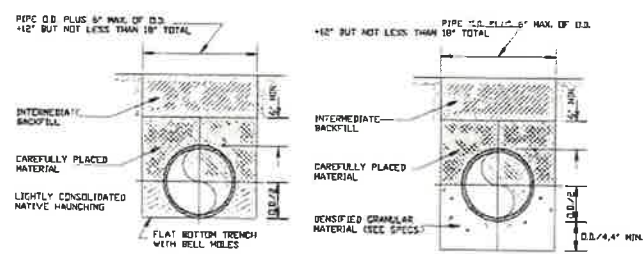
●	POWER POLE
○	OUT-REACH ELECTRIC LINE
④	WATER VALVE
③	WATER PUMP
②	WATER TOWER
①	DISCHARGE WATER LINE
⑤	SEWER MAIN
⑥	SEWER CLEANOUT
⑦	SEWER CHECK VALVE
⑧	SEWER MANHOLE
⑨	SEWER LIFT PUMP
⑩	SEWER LIFT PUMP
⑪	SEWER LIFT PUMP
⑫	SEWER LIFT PUMP
⑬	SEWER LIFT PUMP
⑭	SEWER LIFT PUMP
⑮	SEWER LIFT PUMP
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**WATER PLAN AND DETAILS
PLANTERS STREET**

9	10/10/10 10/10/10
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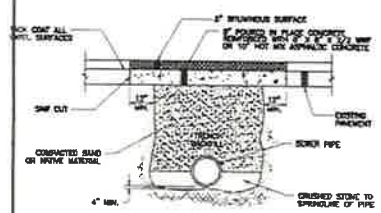
TRENCH & BACKFILL ZONE
STANDARD TERMINOLOGY



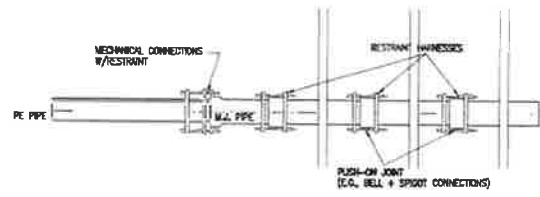
TYPE P-1
SHALLOW LINES
(FOR 2' TO 5' OF COVER)

TYPE P-2
DEEP LINES
(FOR 5' TO 20' OF COVER)

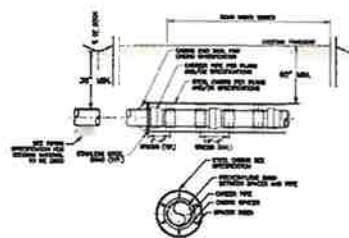
PRESSURE PIPE EMBEDMENT



TYPICAL ROAD RESTORATION



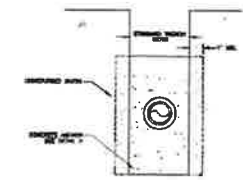
RESTRAINT HARNESS DETAIL FOR PE TO PVC PIPE CONNECTION
N.T.S.



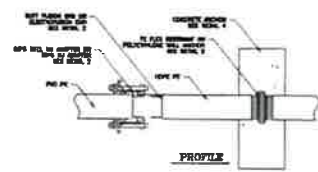
JACK AND BORE DETAIL

NOTES:

1. THE TRENCH SHALL BE 18\"/>
- 2. THE TRENCH SHALL BE 18\"/>
- 3. THE TRENCH SHALL BE 18\"/>
- 4. THE TRENCH SHALL BE 18\"/>
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- 8. THE TRENCH SHALL BE 18\"/>
- 9. THE TRENCH SHALL BE 18\"/>
- 10. THE TRENCH SHALL BE 18\"/>



SECTION

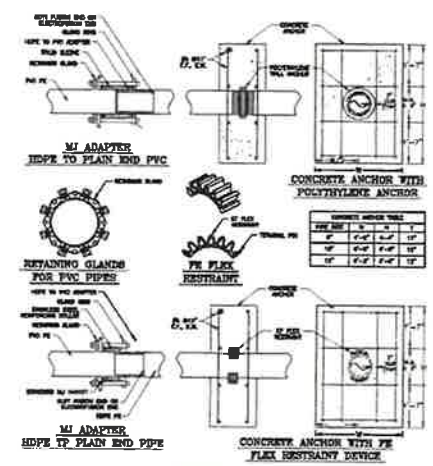


PROFILE

HDPE CONNECTION RESTRAINTS



William W. Goudeau
06-30-21



DETAIL 2

HDPE CONNECTION RESTRAINTS

APPLICATION FOR PIPELINE ACCESS

Name of Applicant CITY OF OPELOUSAS

Corporate Name _____ FEIN# 72-6001035

Physical Address 105 MAIN STREET

PO Box 1879

OPELOUSAS LOUISIANA 70570

Contact Name JULIUS ALSANDOR, MAYOR Email MAYORALSANDOR@CITYOFOPELOUSAS.COM

Phone 337-948-2520 Cell 337-351-0429

Type of Business ☐ Individual ☐ Corporation
☐ Developer ☐ Partnership
☒ Municipality

If revision/attachments to an existing agreement: Agreement # _____ Date _____

If supplement to a master (general) agreement: Agreement # _____ Date _____
Please attach copies of licenses.

Will line exclusively serve lessee? ☐ Yes ☒ No Lessee Name _____

The work will be performed by: ☒ Contractor ☐ Company employees

ACCESS LOCATION & DESCRIPTION

Railroad Name ACADIANA RAILWAY CO., INC.

Nearest City OPELOUSAS County: ST. LANDRY State LOUISIANA

Will line be located near public road Right-of-Way? ☒ Yes ☐ No

If yes, Road Name PULFORD STREET DOT/AAR Crossing # 744063K

Please indicate name, road number and width of Right-of-Way on drawing.

If a parallel application please complete the following:

Nearest Railroad Mile Post (Start) _____

Latitude _____

Longitude _____

Nearest Railroad Milepost (ending) _____

Total length of Run _____

Valuation Stations (if known) _____

Valuation Map # (if known) _____

If crossing please complete the following: (a separate application and fee is required for each crossing installation)

Nearest Railroad Mile Post: _____

Latitude 30° 32' 38.9"

Longitude 92° 05' 12.00"

Valuation Station # (if known) NOT KNOWN

Valuation Map # (if known) NOT KNOWN

Angle of Crossing 75 DEGREES

Proposed Install Date FALL 2021

Temporary track support or riprapping required? ☐ Yes ☒ No

Wires, poles, obstructions to be relocated? ☐ Yes ☒ No

Describe and detail on drawing.

Product to be Conveyed SEWAGE (GRAVITY SEWER MAIN)

Crossing will be for: ☒ Transmission ☐ Distribution ☐ Service

Flammable? ☐ Yes ☒ No

Temperature 68 DEGREES

INSTALLATION & MATERIAL SPECIFICATIONS

	CARRIER PIPE	CASING PIPE
Material	CONCRETE	NONE
Material Specifications & Grade	N/A	N/A
Minimum Yield Strength of Material PSI	N/A	N/A
Inside Diameter	8"	N/A
Wall Thickness	+/- 1"	N/A
Outside Diameter	+/- 10"	N/A
Type of Seam	N/A	N/A
Kind of Joints	BELL & SPIGOT	N/A
Vents: How Many <u>0</u> Size <u>N/A</u> Height Above Ground <u>N/A</u>		
Seals: <input checked="" type="radio"/> Both Ends <input type="radio"/> One End		
Bury: <input type="radio"/> Base of Rail to top of casing <input checked="" type="radio"/> Below Roadway Ditch <u>7'</u> <u>10.2"</u> <input type="radio"/> Not beneath tracks		
Cathodic Protection <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No What Kind _____		
Protective Coating <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No What Kind _____		
Method of Installation <u>NOT KNOWN</u>		
Max Working Pressure <u>0</u> Field Test Pressure _____ Test Type _____		
Location of shut-off valves <u>NONE</u>		
Total Length in Railroad Right-of-Way <u>ENTIRE WIDTH OF R/W</u> Number of Manholes <u>0 (OUTSIDE R/W)</u>		

Application and plans must be approved and written authority received from the Railroad Company before construction is begun. Original and one copy of both application and drawing, along with a nonrefundable **Application, Engineering Review and Right of Entry Fee** in the amount of \$5,500 for parallel, plus \$5,500 for each crossing instance to be submitted to:

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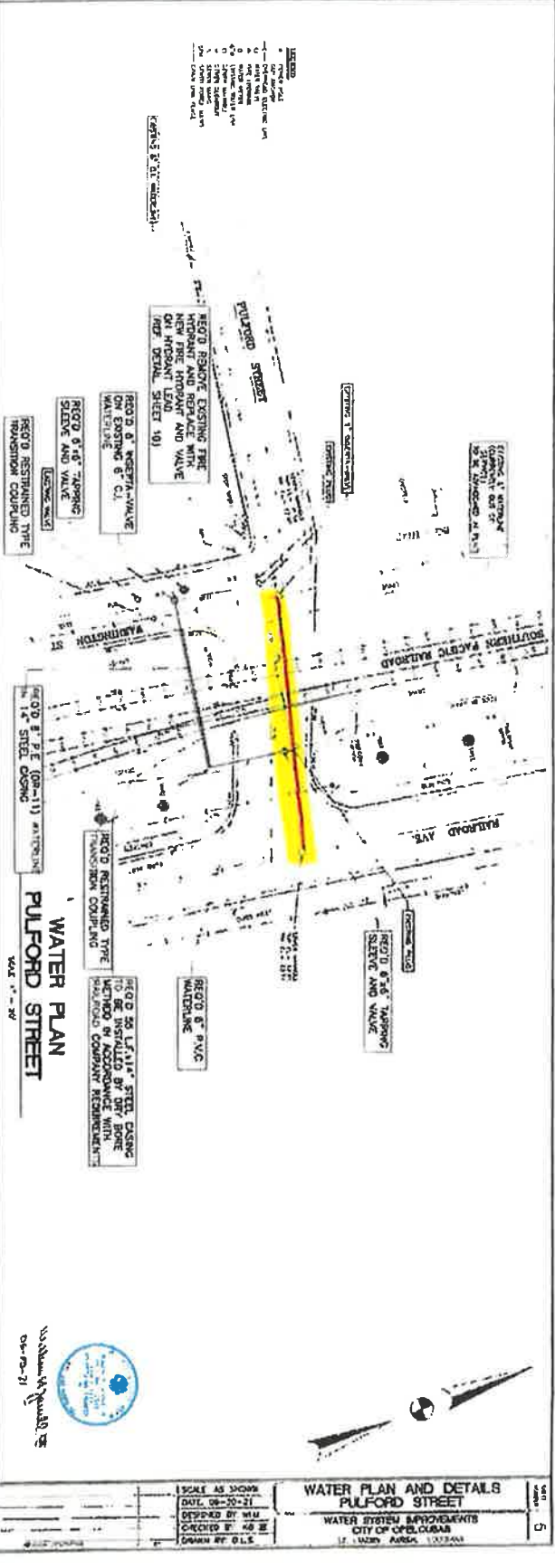
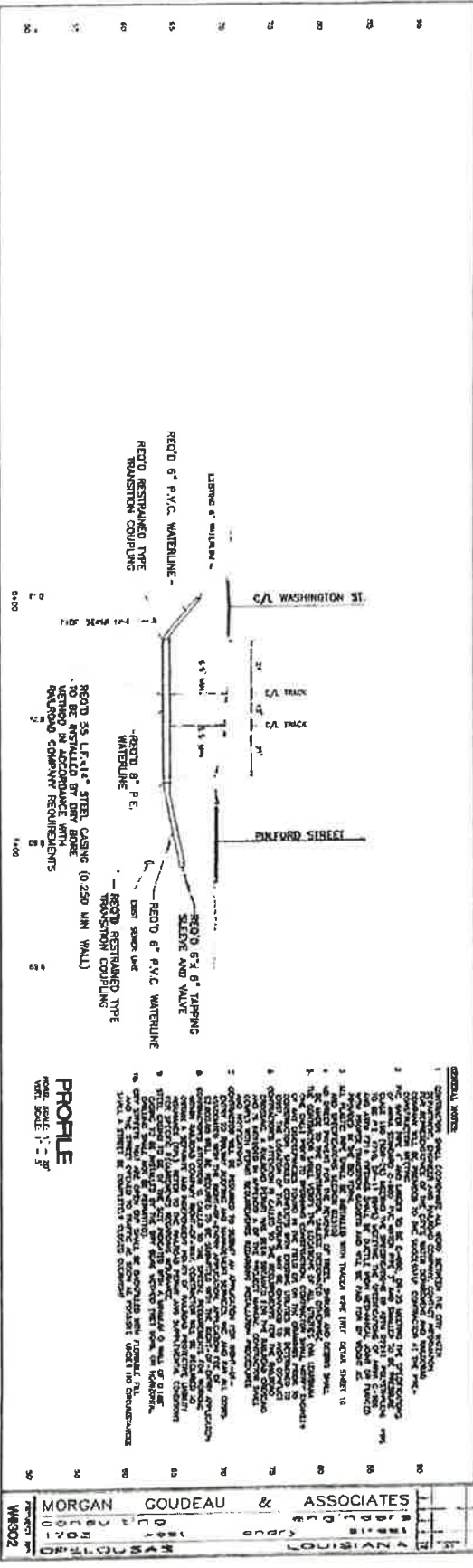
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Fax (904) 448-1215

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Name WILLIAM H. JARRELL, III, P.E. Date 10/04/2021
Phone 337-948-4222
Email Address JARRELLW@BELLSOUTH.NET

PRINT

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APPLICATION FOR PIPELINE ACCESS

Name of Applicant CITY OF OPELOUSAS

Corporate Name _____ FEIN# 72-6001035

Physical Address 105 MAIN STREET

PO Box 1879

OPELOUSAS

LOUISIANA

70570

Contact Name JULIUS ALSANDOR, MAYOR

Email MAYORALSANDOR@CITYOFPELOUSAS.COM

Phone 337-948-2520

Cell 337-351-0429

Type of Business ☐ Individual

☐ Corporation

☐ Developer

☐ Partnership

☒ Municipality

If revision/attachments to an existing agreement: Agreement # _____ Date _____

If supplement to a master (general) agreement: Agreement # _____ Date _____

Please attach copies of licenses.

Will line exclusively serve lessee? ☐ Yes ☒ No Lessee Name _____

The work will be performed by: ☒ Contractor ☐ Company employees

ACCESS LOCATION & DESCRIPTION

Railroad Name ACADIANA RAILWAY CO., INC.

Nearest City OPELOUSAS County: ST. LANDRY State LOUISIANA

Will line be located near public road Right-of-Way? ☒ Yes ☐ No

If yes, Road Name PULFORD STREET DOT/AAR Crossing # 744063K

Please indicate name, road number and width of Right-of-Way on drawing.

If a parallel application please complete the following:

Nearest Railroad Mile Post (Start) _____

Latitude _____

Longitude _____

Nearest Railroad Milepost (ending) _____ Total length of Run _____

Valuation Stations (if known) _____ Valuation Map # (if known) _____

If crossing please complete the following: (a separate application and fee is required for each crossing installation)

Nearest Railroad Mile Post: _____

Latitude 30° 32' 38.40" N Longitude 92° 05' 12.00" W

Valuation Station # (if known) NOT KNOWN Valuation Map # (if known) NOT KNOWN

Angle of Crossing 90 DEGREES Proposed Install Date FALL 2021

Temporary track support or rripping required? ☐ Yes ☒ No } *Describe and detail on drawing.*

Wires, poles, obstructions to be relocated? ☐ Yes ☒ No }

Product to be Conveyed POTABLE WATER 8"

Crossing will be for: ☐ Transmission ☒ Distribution ☐ Service

Flammable? ☐ Yes ☒ No Temperature 68 DEGREES

INSTALLATION & MATERIAL SPECIFICATIONS

	CARRIER PIPE	CASING PIPE
Material	P.E. 4710	STEEL
Material Specifications & Grade	AWWA C-906; DR-11	ASTM A1097
Minimum Yield Strength of Material PSI	4,000 PSI	35,000 PSI
Inside Diameter	7.31" (AVG)	13.50"
Wall Thickness	0.82" (MIN)	0.250"
Outside Diameter	9.05"	14"
Type of Seam		
Kind of Joints	BUTT-FUSED	WELDED
Vents: How Many <u>0</u> Size <u>N/A</u> Height Above Ground <u>N/A</u>		
Seals: <input checked="" type="radio"/> Both Ends <input type="radio"/> One End		
Bury: <input checked="" type="radio"/> Base of Rail to top of casing <input type="radio"/> Below Roadway Ditch <u>5'</u> <u>6" (MIN.)</u>		
<input type="radio"/> Not beneath tracks		
Cathodic Protection <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No What Kind _____		
Protective Coating <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No What Kind _____		
Method of Installation <u>DRY BORE</u>		
Max Working Pressure <u>95 PSI</u> Field Test Pressure <u>150 PSI</u> Test Type _____		
Location of shut-off valves <u>ON PULFORD STREET ON EACH SIDE OF CROSSING</u>		
Total Length in Railroad Right-of-Way <u>55'</u> Number of Manholes <u>0</u>		

Application and plans must be approved and written authority received from the Railroad Company before construction is begun. Original and one copy of both application and drawing, along with a nonrefundable **Application, Engineering Review and Right of Entry Fee** in the amount of \$5,500 for parallel, plus \$5,500 for each crossing instance to be submitted to:

RAMS, Inc.

1629 Race Track Road, Suite 206
St. Johns, Florida 32259
Phone (800) 818-0184
Fax (904) 448-1215

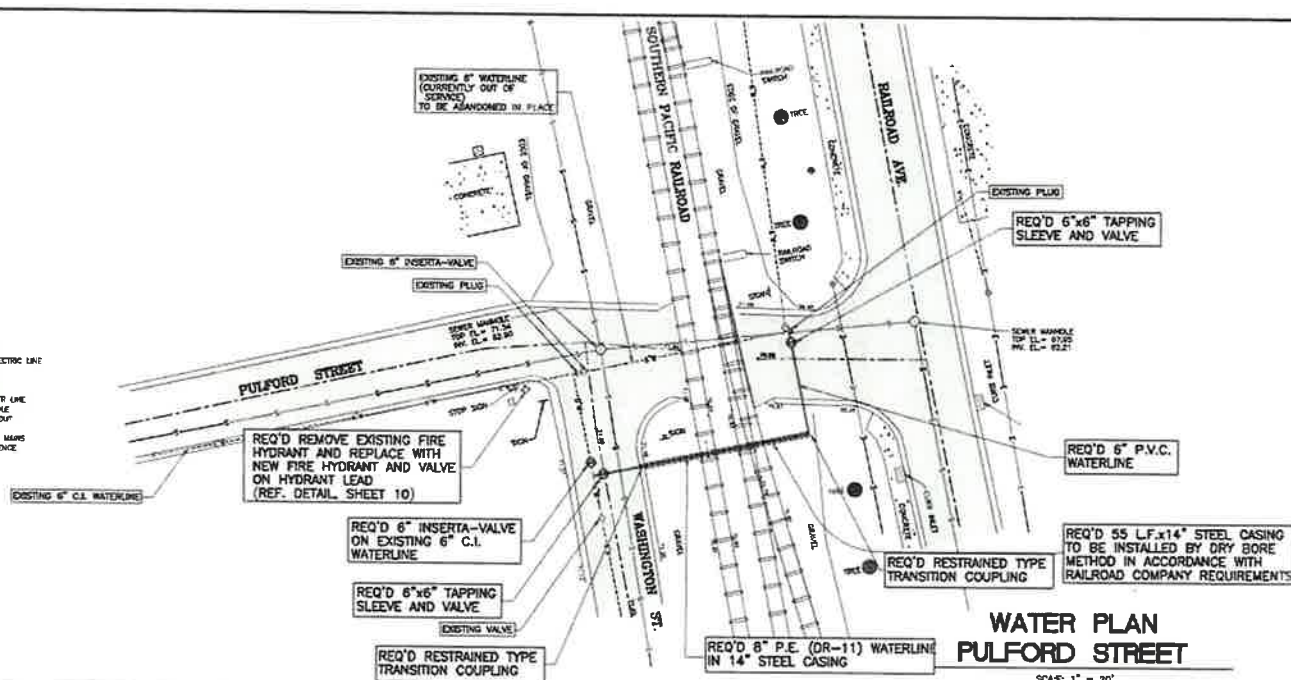
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Name WILLIAM H. JARRELL, III, P.E. Date 07/07/2021
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- LEGEND**
- POWER POLE
 - GUY AND/OR
 - OVERHEAD ELECTRIC LINE
 - WATER VALVE
 - FIRE HYDRANT
 - WATER METER
 - 6" DRIP WATER LINE
 - SINKER BRASS
 - SINKER CEMENT
 - SINKER IRON
 - SINKER FUSE MARK
 - CHAIN LINK FENCE



WATER PLAN PULFORD STREET

SCALE: 1" = 20'

GENERAL NOTES

- CONTRACTOR SHALL COORDINATE ALL WORK BETWEEN THE CITY WATER DEPARTMENT, ENGINEER AND RAILROAD COMPANY. CONTRACT INFORMATION FOR REPRESENTATIVES OF THE CITY'S WATER DEPARTMENT AND RAILROAD COMPANY WILL BE PROVIDED TO THE SUCCESSFUL CONTRACTOR AT THE PRE-CONSTRUCTION MEETING.
- P.V.C. WATER PIPE 4" AND LARGER TO BE C-900, DN-25 MEETING THE SPECIFICATIONS OF ASTM D2241. POLYETHYLENE PIPE TO BE P.E. 4710, DN-11 (20") MEETING THE SPECIFICATIONS OF ASTM C-905 AND ASTM F714. FITTINGS SHALL BE DUCTILE IRON MECHANICAL JOINT OR FLANGED WITH PROPER TRANSITION GASKETS AND WILL BE PAID FOR BY WEIGHT AS PROVIDED IN THE BIDDING FORM.
- ALL PLASTIC PIPE SHALL BE INSTALLED WITH TRACER WIRE (REF. DETAIL SHEET 10 AND SPECIFICATIONS SECTION 02510).
- NO DIRECT PAYMENT FOR THE REMOVAL OF TREES, SHRUBS AND DEBRIS SHALL BE MADE TO THE CONTRACTOR UNLESS DESIGNATED OTHERWISE.
- THE CONTRACTOR SHALL VERIFY THE LOCATIONS OF ALL UTILITIES (VIA LOUISIANA ONE CALL) PRIOR TO BEGINNING CONSTRUCTION. CONTRACTOR SHALL NOTIFY ENGINEER OF ANY DISCREPANCIES FOUND IN THE FIELD OR ON THE DRAWINGS PRIOR TO CONSTRUCTION. SHOULD CONFLICTS WITH EXISTING UTILITIES BE DETERMINED TO EXIST, THE LOCATION OF THE WATERLINE MAY BE CHANGED TO AVOID CONFLICT.
- CONTRACTOR'S ATTENTION IS CALLED TO THE REQUIREMENTS FOR THE RAILROAD CROSSING. A RAILROAD PERMIT HAS BEEN OBTAINED FOR THE RAILROAD CROSSING AND IS INCLUDED IN APPENDIX A OF THE PROJECT MANUAL. CONTRACTOR SHALL COMPLY WITH PERMIT REQUIREMENTS REGARDING INSTALLATION PROCEDURES AND NOTIFICATIONS.
- CONTRACTOR WILL BE REQUIRED TO SUBMIT AN APPLICATION FOR RIGHT-OF-ENTRY TO RAILROAD AUDITING AND MANAGEMENT SERVICES, INC. AND PAY ALL COSTS ASSOCIATED WITH THE RIGHT-OF-ENTRY APPLICATION. APPLICATION FEE OF \$2,000.00 WILL BE REQUIRED TO BE SUBMITTED WITH THE RIGHT-OF-ENTRY APPLICATION.
- CONTRACTOR'S ATTENTION IS CALLED TO THE SPECIAL REQUIREMENTS FOR WORKING WITHIN RAILROAD COMPANY RIGHT-OF-WAY. CONTRACTOR WILL BE REQUIRED TO OBTAIN A SEPARATE AND INDEPENDENT POLICY OF RAILROAD PROTECTIVE LIABILITY INSURANCE (W.P.L.) REFER TO THE RAILROAD PERMIT AND SUPPLEMENTAL CONDITIONS FOR SPECIAL REQUIREMENTS REGARDING INSURANCE.
- STEEL CASING TO BE OF THE SIZE INDICATED WITH A MINIMUM 0.188" WALL. CASING TO BE INSTALLED BY THE DRY BORE METHOD (NEST BORE OR HORIZONTAL DRILLING SHALL NOT BE PERMITTED).
- CITY STREETS THAT ARE OPEN CUT SHALL BE BACKFILLED WITH FLOWABLE FILL AND THE STREET OPENED TO TRAFFIC AS SOON AS POSSIBLE. UNDER NO CIRCUMSTANCES SHALL A STREET BE COMPLETELY CLOSED OVERNIGHT.

PROFILE

HORIZ. SCALE: 1" = 20'
VERT. SCALE: 1" = 5'

WATER PLAN AND DETAILS
PULFORD STREET
WATER SYSTEM IMPROVEMENTS
CITY OF OPELOUSAS
ST. LANDRY PARISH, LOUISIANA

SCALE AS SHOWN
DATE: 06-30-21
DESIGNED BY: WJG
CHECKED BY: JHJ
DRAWN BY: D.L.C.

WATER PLAN
PULFORD STREET
WATER SYSTEM IMPROVEMENTS
CITY OF OPELOUSAS
ST. LANDRY PARISH, LOUISIANA

MORGAN GOUDEAU & ASSOCIATES
ENGINEERS
1703 WEST IBERY STREET
OPELOUSAS, LOUISIANA 70554

PROJECT NO.
WH302

APPLICATION FOR PIPELINE ACCESS

Name of Applicant CITY OF OPELOUSAS
Corporate Name _____ FEIN# 72-6001035
Physical Address 105 MAIN STREET
PO Box 1879
OPELOUSAS LOUISIANA 70570
Contact Name JULIUS ALSANDOR, MAYOR Email MAYORALSANDOR@CITYOFOPELOUSAS.COM
Phone 337-948-2520 Cell 337-351-0429

Type of Business ☐ Individual ☐ Corporation
☐ Developer ☐ Partnership
☒ Municipality

If revision/attachments to an existing agreement: Agreement # _____ Date _____

If supplement to a master (general) agreement: Agreement # _____ Date _____

Please attach copies of licenses.

Will line exclusively serve lessee? ☐ Yes ☒ No Lessee Name _____

The work will be performed by: ☒ Contractor ☐ Company employees

ACCESS LOCATION & DESCRIPTION

Railroad Name ACADIANA RAILWAY CO., INC.

Nearest City OPELOUSAS County: ST. LANDRY State LOUISIANA

Will line be located near public road Right-of-Way? ☒ Yes ☐ No

If yes, Road Name RICE LANE DOT/AAR Crossing # 446475B

Please indicate name, road number and width of Right-of-Way on drawing.

If a parallel application please complete the following:

Nearest Railroad Mile Post (Start) _____

Latitude _____

Longitude _____

Nearest Railroad Milepost (ending) _____ Total length of Run _____

Valuation Stations (if known) _____ Valuation Map # (if known) _____

If crossing please complete the following: (a separate application and fee is required for each crossing installation)

Nearest Railroad Mile Post: _____

Latitude 30° 32' 36.7" Longitude 92° 05' 28.4"

Valuation Station # (if known) NOT KNOWN Valuation Map # (if known) NOT KNOWN

Angle of Crossing 75 DEGREES Proposed Install Date FALL 2021

Temporary track support or rripping required? ☐ Yes ☒ No

Wires, poles, obstructions to be relocated? ☐ Yes ☒ No *Describe and detail on drawing*

Product to be Conveyed SEWAGE 4"

Crossing will be for: ☒ Transmission ☐ Distribution ☐ Service

Flammable? ☐ Yes ☒ No Temperature 68 DEGREES

INSTALLATION & MATERIAL SPECIFICATIONS

	CARRIER PIPE	CASING PIPE	
Material	CAST IRON	NONE	
Material Specifications & Grade	ATSM A 446	N/A	
Minimum Yield Strength of Material PSI	N/A	N/A	
Inside Diameter	4"	N/A	
Wall Thickness	0.35" +/-	N/A	
Outside Diameter	4.70" +/-	N/A	
Type of Seam	N/A	N/A	
Kind of Joints	BELL & SPIGOT	N/A	
Vents: How Many	0	Size	Height Above Ground
Seals:	<input checked="" type="radio"/> Both Ends	<input type="radio"/> One End	
Bury:	<input type="radio"/> Base of Rail to top of casing	<input checked="" type="radio"/> Below Roadway Ditch	NOT KNOWN
	<input type="radio"/> Not beneath tracks		
Cathodic Protection	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	What Kind	
Protective Coating	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	What Kind	
Method of Installation	NOT KNOWN		
Max Working Pressure	10	Field Test Pressure	N/A
		Test Type	N/A
Location of shut-off valves	AT RICE ST PUMP STATION		
Total Length in Railroad Right-of-Way	100	Number of Manholes	0

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Fax (904) 448-1215

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Name of Applicant CITY OF OPELOUSAS

Corporate Name _____

FEIN# 72-6001035

Physical Address 105 MAIN STREET

PO Box 1879

OPELOUSAS

LOUISIANA

70570

Contact Name JULIUS ALSANDOR, MAYOR

Email MAYORALSANDOR@CITYOFOPELOUSAS.COM

Phone 337-948-2520

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Type of Business

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The work will be performed by: ☒ Contractor ☐ Company employees

ACCESS LOCATION & DESCRIPTION

Railroad Name ACADIANA RAILWAY CO., INC.

Nearest City OPELOUSAS

County: ST. LANDRY

State LOUISIANA

Will line be located near public road Right-of-Way? ☒ Yes ☐ No

If yes, Road Name RICE LANE

DOT/AAR Crossing # 446475B

Please indicate name, road number and width of Right-of-Way on drawing.

If a parallel application please complete the following:

Nearest Railroad Mile Post (Start) _____

Latitude _____

Longitude _____

Nearest Railroad Milepost (ending) _____

Total length of Run _____

Valuation Stations (if known) _____

Valuation Map # (if known) _____

If crossing please complete the following: (a separate application and fee is required for each crossing installation)

Nearest Railroad Mile Post: 5

Latitude 30° 32' 32.4"

Longitude 92° 05' 30"

Valuation Station # (if known) NOT KNOWN

Valuation Map # (if known) NOT KNOWN

Angle of Crossing 75 DEGREES

Proposed Install Date FALL 2021

Temporary track support or rripping required? ☐ Yes ☒ No

Wires, poles, obstructions to be relocated? ☐ Yes ☒ No

Describe and detail on drawing.

Product to be Conveyed SEWAGE

6"

Crossing will be for: ☒ Transmission ☐ Distribution ☐ Service

Flammable? ☐ Yes ☒ No

Temperature 68 DEGREES

INSTALLATION & MATERIAL SPECIFICATIONS

	CARRIER PIPE	CASING PIPE
Material	CAST IRON	NONE
Material Specifications & Grade	ATSM A 446	N/A
Minimum Yield Strength of Material PSI	N/A	N/A
Inside Diameter	6"	N/A
Wall Thickness	0.37" +/-	N/A
Outside Diameter	6.74" +/-	N/A
Type of Seam	N/A	N/A
Kind of Joints	BELL & SPIGOT	N/A
Vents: How Many <u>0</u> Size _____ Height Above Ground _____		
Seals: <input checked="" type="radio"/> Both Ends <input type="radio"/> One End		
Bury: <input type="radio"/> Base of Rail to top of casing <input checked="" type="radio"/> Below Roadway Ditch <u>NOT</u> <u>KNOWN</u>		
<input type="radio"/> Not beneath tracks		
Cathodic Protection <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No What Kind _____		
Protective Coating <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No What Kind _____		
Method of Installation <u>NOT KNOWN</u>		
Max Working Pressure <u>10</u> Field Test Pressure <u>N/A</u> Test Type <u>N/A</u>		
Location of shut-off valves <u>AT STATESMAN ST PUMP STATION</u>		
Total Length in Railroad Right-of-Way <u>100</u> Number of Manholes <u>0</u>		

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INSTALLATION & MATERIAL SPECIFICATIONS

	CARRIER PIPE	CASING PIPE
Material	P.E. 4710	STEEL
Material Specifications & Grade	AWWA C-906; DR-11	ASTM A1097
Minimum Yield Strength of Material PSI	4,000 PSI	35,000 PSI
Inside Diameter	8.96" (AVG)	15.44"
Wall Thickness	1.01" (MIN)	0.281"
Outside Diameter	11.10"	16"
Type of Seam		
Kind of Joints	BUTT-FUSED	WELDED
Vents: How Many <u>0</u> Size <u>N/A</u> Height Above Ground <u>N/A</u>		
Seals: <input checked="" type="radio"/> Both Ends <input type="radio"/> One End		
Bury: <input checked="" type="radio"/> Base of Rail to top of casing <input type="radio"/> Below Roadway Ditch <u>5'</u> <u>6" (MIN)</u> <input type="radio"/> Not beneath tracks <small>Inches</small>		
Cathodic Protection <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No What Kind _____		
Protective Coating <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No What Kind _____		
Method of Installation <u>DRY BORE</u>		
Max Working Pressure <u>95 PSI</u> Field Test Pressure <u>150 PSI</u> Test Type _____		
Location of shut-off valves <u>ON RICE LANE ON EACH SIDE OF CROSSING</u>		
Total Length in Railroad Right-of-Way <u>60'</u> Number of Manholes <u>0</u>		

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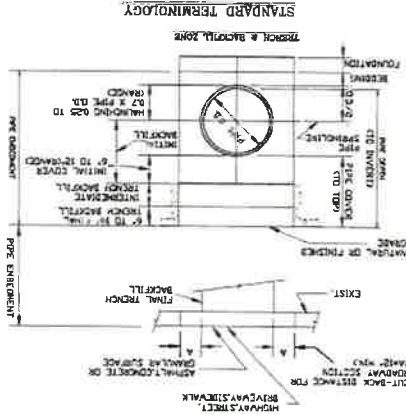
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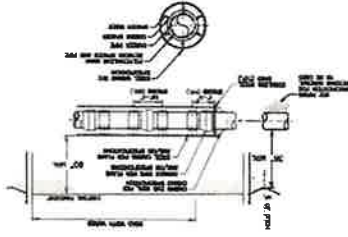
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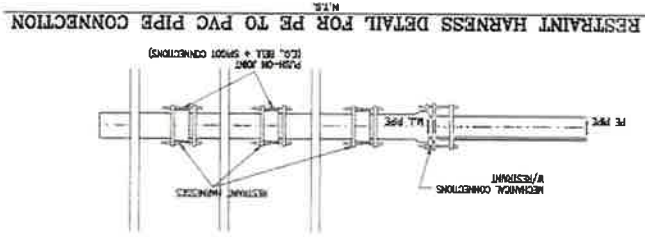
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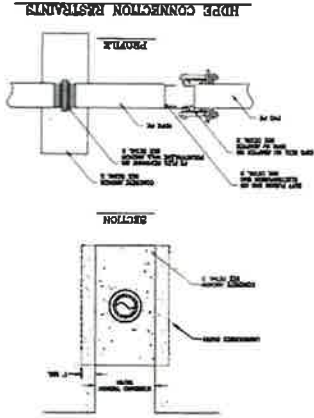
STANDARD TERMINOLOGY



JACK AND BORE DETAIL.



RESTRAINT HARNESS DETAIL FOR PE TO PVC PIPE CONNECTION



DETAIL 2
HDPE CONNECTION RESTRAINTS

HIDE CONNECTION RESTRAINTS

[Signature]



APPLICATION FOR PIPELINE ACCESS

Name of Applicant CITY OF OPELOUSAS

Corporate Name _____ FEIN# 72-6001035

Physical Address 105 MAIN STREET

PO Box 1879

OPELOUSAS LOUISIANA 70570

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Will line exclusively serve lessee? ☐ Yes ☒ No Lessee Name _____

The work will be performed by: ☒ Contractor ☐ Company employees

ACCESS LOCATION & DESCRIPTION

Railroad Name ACADIANA RAILWAY CO., INC.

Nearest City OPELOUSAS County: ST. LANDRY State LOUISIANA

Will line be located near public road Right-of-Way? ☒ Yes ☐ No

If yes, Road Name HERMAN STREET DOT/AAR Crossing # 744085Y (NEAREST CROSSING)

Please indicate name, road number and width of Right-of-Way on drawing.

If a parallel application please complete the following:

Nearest Railroad Mile Post (Start) _____

Latitude _____

Longitude _____

Nearest Railroad Milepost (ending) _____ Total length of Run _____

Valuation Stations (if known) _____ Valuation Map # (if known) _____

If crossing please complete the following: (a separate application and fee is required for each crossing installation)

Nearest Railroad Mile Post: LOCATION IS 320 FT NORTH OF DOT CROSSING NO. 744065Y

Latitude 30° 32' 54.21" N Longitude 92° 05' 9.59" W

Valuation Station # (if known) NOT KNOWN Valuation Map # (if known) NOT KNOWN

Angle of Crossing 90 DEGREES Proposed Install Date 1958

Temporary track support or rripping required? ☐ Yes ☒ No
Wires, poles, obstructions to be relocated? ☐ Yes ☒ No } *Describe and detail on drawing.*

Product to be Conveyed POTABLE WATER 8"

Crossing will be for: ☒ Transmission ☐ Distribution ☐ Service

Flammable? ☐ Yes ☒ No Temperature 68 DEGREES

INSTALLATION & MATERIAL SPECIFICATIONS

	CARRIER PIPE	CASING PIPE
Material	CAST IRON	STEEL
Material Specifications & Grade	AWWA C153	NOT KNOWN
Minimum Yield Strength of Material PSI	N/A	NOT KNOWN
Inside Diameter	8"	16"
Wall Thickness	0.39"	0.25"
Outside Diameter	8.78"	16.50"
Type of Seam	N/A	N/A
Kind of Joints	BELL & SPIGOT	WELDED
Vents: How Many <u>0</u> Size <u>N/A</u> Height Above Ground <u>N/A</u>		
Seals: <input checked="" type="radio"/> Both Ends <input type="radio"/> One End		
Bury: <input checked="" type="radio"/> Base of Rail to top of casing <input type="radio"/> Below Roadway Ditch <u>5'</u> <u>0"</u> <input type="radio"/> Not beneath tracks		
Cathodic Protection <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No What Kind _____		
Protective Coating <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No What Kind _____		
Method of Installation <u>DRY BORE</u>		
Max Working Pressure <u>95 PSI</u> Field Test Pressure <u>150 PSI</u> Test Type _____		
Location of shut-off valves _____		
Total Length in Railroad Right-of-Way <u>50</u> Number of Manholes <u>0</u>		

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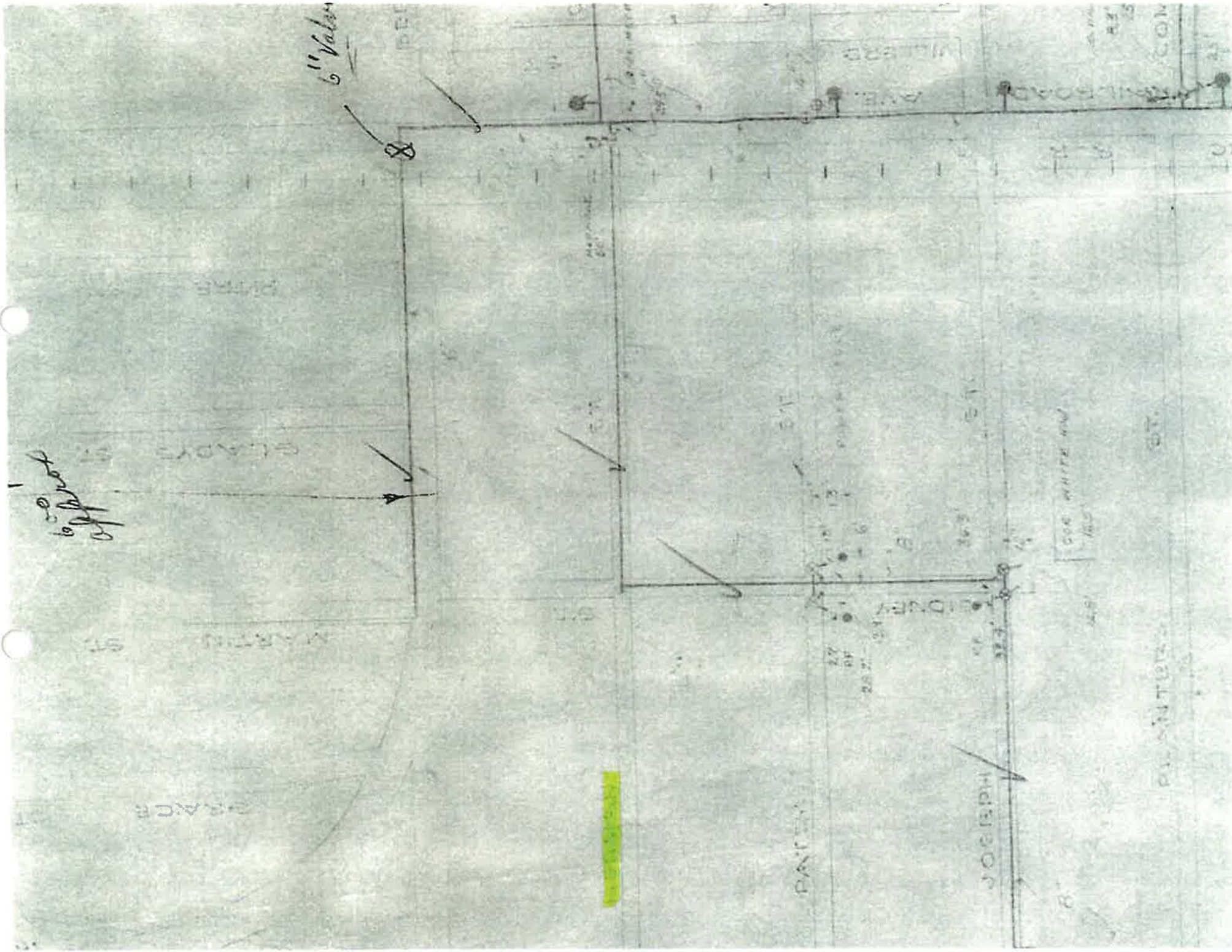
Date 11/02/21

Phone 337-948-4222

Email Address JARRELLW@BELLSOUTH.NET

PRINT

A general liability insurance certificate listing the railroad as additional insured and an independent policy of Railroad Protective Liability (RPL) in the railroad's name is required. All pipeline/wireline occupancy must adhere to A.R.E.M.A guidelines and specifications for materials and installation. Proposal and construction must be in accordance with railroad specifications, The National Electrical Safety Code (current edition), and any/all governing laws or regulations. Please note: Specifications furnished in the Application Package are offered for guideline only, the railroad reserves the right to approve/decline any application.



APPLICATION FOR PIPELINE ACCESS

Name of Applicant CITY OF OPELOUSAS

Corporate Name _____ FEIN# 72-6001035

Physical Address 105 MAIN STREET

PO Box 1879

OPELOUSAS LOUISIANA 70570

Contact Name JULIUS ALSANDOR, MAYOR Email MAYORALSANDOR@CITYOFOPELOUSAS.COM

Phone 337-948-2520 Cell 337-351-0429

Type of Business ☐ Individual ☐ Corporation
☐ Developer ☐ Partnership
☒ Municipality

If revision/attachments to an existing agreement: Agreement # _____ Date _____

If supplement to a master (general) agreement: Agreement # _____ Date _____
Please attach copies of licenses.

Will line exclusively serve lessee? ☐ Yes ☒ No Lessee Name _____

The work will be performed by: ☒ Contractor ☐ Company employees

ACCESS LOCATION & DESCRIPTION

Railroad Name ACADIANA RAILWAY CO., INC.

Nearest City OPELOUSAS County: ST. LANDRY State LOUISIANA

Will line be located near public road Right-of-Way? ☒ Yes ☐ No

If yes, Road Name GARLAND LANE DOT/AAR Crossing # 446476H
Please indicate name, road number and width of Right-of-Way on drawing.

If a parallel application please complete the following:

Nearest Railroad Mile Post (Start) _____

Latitude _____

Longitude _____

Nearest Railroad Milepost (ending) _____ Total length of Run _____

Valuation Stations (if known) _____ Valuation Map # (if known) _____

If crossing please complete the following: (a separate application and fee is required for each crossing installation)

Nearest Railroad Mile Post: LOCATION IS 985 FT WEST OF DOT CROSSING NO. 446476H

Latitude 30° 32' 43.14" N Longitude 92° 05' 48.89" W

Valuation Station # (if known) NOT KNOWN Valuation Map # (if known) NOT KNOWN

Angle of Crossing 90 DEGREES Proposed Install Date 1958

Temporary track support or riprapping required? ☐ Yes ☒ No

Wires, poles, obstructions to be relocated? ☐ Yes ☒ No } *Describe and detail on drawing.*

Product to be Conveyed POTABLE WATER 6"

Crossing will be for: ☒ Transmission ☐ Distribution ☐ Service

Flammable? ☐ Yes ☒ No Temperature 68 DEGREES

INSTALLATION & MATERIAL SPECIFICATIONS

	CARRIER PIPE	CASING PIPE
Material	CAST IRON	STEEL
Material Specifications & Grade	AWWA C153	NOT KNOWN
Minimum Yield Strength of Material PSI	N/A	NOT KNOWN
Inside Diameter	6"	14"
Wall Thickness	0.37"	0.25"
Outside Diameter	6.74"	14.50"
Type of Seam	N/A	N/A
Kind of Joints	BELL & SPIGOT	WELDED
Vents: How Many <u>0</u> Size <u>N/A</u> Height Above Ground <u>N/A</u>		
Seals: <input checked="" type="radio"/> Both Ends <input type="radio"/> One End		
Bury: <input checked="" type="radio"/> Base of Rail to top of casing <input type="radio"/> Below Roadway Ditch <u>5'</u> <u>0"</u> <input type="radio"/> Not beneath tracks		
Cathodic Protection <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No What Kind _____		
Protective Coating <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No What Kind _____		
Method of Installation <u>DRY BORE</u>		
Max Working Pressure <u>95 PSI</u> Field Test Pressure <u>150 PSI</u> Test Type _____		
Location of shut-off valves _____		
Total Length in Railroad Right-of-Way <u>50</u> Number of Manholes <u>0</u>		

Application and plans must be approved and written authority received from the Railroad Company before construction is begun. Original and one copy of both application and drawing, along with a nonrefundable **Application, Engineering Review and Right of Entry Fee** in the amount of \$5,500 for parallel, plus \$5,500 for each crossing instance to be submitted to:

RAMS, Inc.

1629 Race Track Road, Suite 206
St. Johns, Florida 32259
Phone (800) 818-0184
Fax (904) 448-1215

Questions concerning this application should be submitted by email to propertyservices@ramsinc.com. All correspondence submitted by email receives priority response. Other requests can be made by calling (800) 818-0184.

Name WILLIAM H. JARRELL, III, P.E.

Date 11/2/2021

Phone 337-948-4222

Email Address JARRELLW@BELLSOUTH.NET

PRINT

A general liability insurance certificate listing the railroad as additional insured and an independent policy of Railroad Protective Liability (RPL) in the railroad's name is required. All pipeline/wireline occupancy must adhere to A.R.E.M.A guidelines and specifications for materials and installation. Proposal and construction must be in accordance with railroad specifications, The National Electrical Safety Code (current edition), and any/all governing laws or regulations. Please note: Specifications furnished in the Application Package are offered for guideline only, the railroad reserves the right to approve/decline any application.

SECTION: LINE SHEET NO. 4

BRISDORE ST

GARLAND'S

LAND

LANCASHIRE ST

PULFORD ST

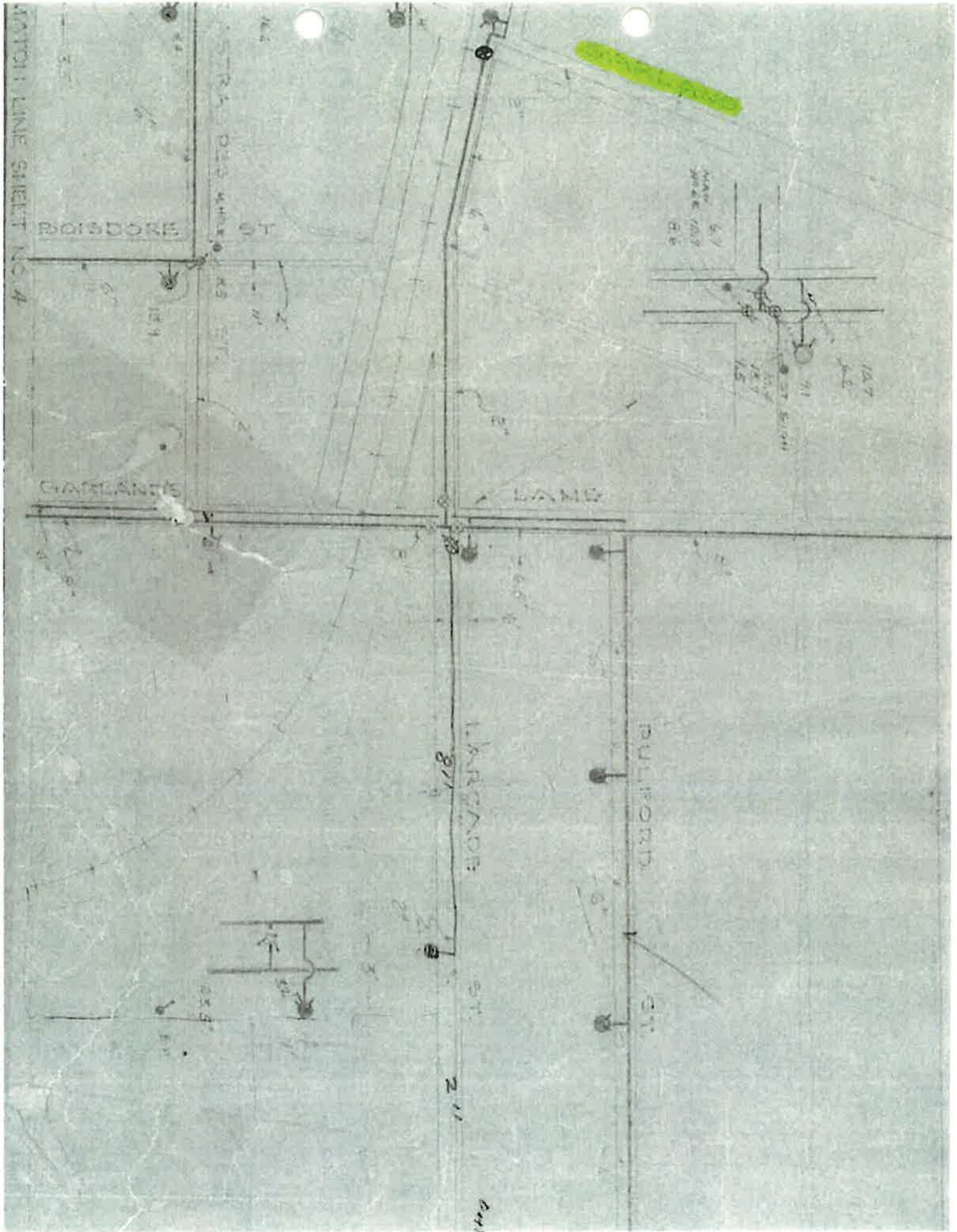
MADE 10.7
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811

211

411



Morgan Goudeau & Associates, Inc.

CONSULTING ENGINEERS AND LAND SURVEYORS
1703 West Landry Street
Opelousas, Louisiana 70570
PHONE: (337) 948-4222 FAX: (337) 942-2108
ESTABLISHED 1898

MORGAN GOUDEAU, JR.
1905-1984
ROBERT WOLFE, SR.
1926-1976
ROBERT WOLFE, JR., P.E., P.L.S.
WILLIAM H. JARRELL, III, P.E.
KENNETH BOAGNI, III, P.E., P.L.S.
JACOB L. JARRELL, P.L.S., E.I.
DAVID H. JARRELL, P.L.S., E.I.

December 9, 2021

RAMS, Inc.
1629 Race Track Road, Suite 206
St. Johns, Florida 32259
Attn: Jarrett K. Mankin

Re: Master Agreement
City of Opelousas, Louisiana
MGA Project W#302

Dear Jarrett:

Find enclosed the following:

- Two (2) copies of Master Agreement signed by Mayor Alsandor
- Check No. 44231 to Acadiana Railway Company, Inc. in the amount of \$3,950.00 for the annual fee
- Check No. 44239 to RAMS, Inc. in the amount of \$1,250.00 for the application review and agreement preparation

Should you have any questions or require any additional information in regards to these applications, please feel free to contact me at your convenience.

Respectfully Submitted,

MORGAN GOUDEAU & ASSOCIATES, INC.



Crystal D. Francois

\\ltr_14 Mankin.wpd

Enclosures

cc: Purvis Morrison, Chief Administrative Officer

UTILITY FACILITY AGREEMENT

IN CONSIDERATION OF the one-time application and contract preparation fee of _____ Dollars (\$ _____), an annual license fee of _____ Dollars (\$ _____), effective _____, and a prorated annual license fee of _____ Dollars (\$ _____) for the current year, **Acadiana Railway Company, Inc.** ("**Railroad**"), does hereby grant to **City of Opelousas**, its successors and assigns ("**Licensee**"), a license for the purpose of installing, constructing, reconstructing, expanding, upgrading, using, operating, maintaining, inspecting, repairing, relocating, renewing and removing underground water and sewer utility service and distribution facilities, including but not limited to pipelines, conduits, manholes and ancillary fixtures, equipment, structures and accessories attached thereto or necessary for the operation, maintenance, reconstruction, inspection, repair, renewal and removal thereof, (collectively, the "**Facilities**"), together with the right of ingress and egress over the property of the Railroad in connection with such purposes, in over, upon, under, along and across the Railroad's Right of Way as described in the Application Form's 7454 and drawing attached hereto and made part hereof.

1. MASTER AGREEMENT

This Utility Facility Agreement is granted by Railroad pursuant to the terms and conditions of the Master Agreement by and between Railroad and Licensee dated as of November 10, 2021. All terms and conditions of the Master Agreement are hereby incorporated herein by this reference.

2. PURPOSE

Licensee shall have the right to construct, reconstruct, operate, maintain, repair, relocate and replace utility "**Facilities**", on, under, along and across the herein described property, together with all necessary facilities and appurtenances. The approximate location is shown on the attached drawing and by this reference made a part hereof.

3. ACCESS AND DAMAGE

Licensee shall have access over and across the adjoining property of the Railroad for the purpose of the installation, repair and maintenance of said facilities, provided the Licensee repairs damages or compensates the Railroad for any damage to said property as a result of such access and repair and maintenance.

4. RAILROAD'S USE OF THE PROPERTY.

Railroad reserves the right to the use and enjoyment of the property described herein, but such use shall not conflict or interfere with the Licensee's rights herein granted. Railroad shall not construct, place or maintain any building or structures that would interfere with the maintenance or safe operation of said facilities or that are not in compliance with all safety and building codes, regulations and laws.

5. INDEMNITY

The Licensee agrees to indemnify and hold harmless the Railroad from any and all claims for damages suffered by Railroad including Railroad's agents, guests and employees which may be caused by Licensee's negligence in the exercise of the rights herein granted, provided, that the Licensee shall not be responsible to Railroad or Railroad's agents, guests or employees for any damages or injury to any person or property caused by acts or omissions of Railroad, including Railroad's agents, guests or invitees.

6. SUCCESSORS AND ASSIGNS.

The rights and obligations of the parties shall be for the benefit of and be binding upon their respective successors, heirs and assigns.

Witness Grantor's hand this _____ day of _____, 20____

Acadiana Railway Company, Inc

By: _____
Jarrett K. Mankin
Director-Real Estate

Exhibit C
Schedule of Rates and Fees

<u>Water Pipe Occupations</u>	<u>Crossing Annual Rate</u>	<u>Parallel Annual Rate</u>
Up to 9 inch diameter carrier	\$450.00	\$4.50/ linear foot
> 9 inch diameter carrier	\$750.00	\$10.00/ linear foot
Manholes	\$200.00/ per in addition to pipeline rental	

<u>Sewer Pipe Occupations</u>	<u>Crossing Annual Rate</u>	<u>Parallel Annual Rate</u>
Up to 9 inch diameter carrier	\$350.00	\$3.50/ linear foot
> 9 inch diameter carrier	\$650.00	\$9.00/ linear foot
Manholes	\$200.00/ per in addition to pipeline rental	

New Occupations Added to General Agreement

Application & Engineering Review Fee = \$1,000.00 per new utility facility application
Contract Agreement Preparation & Administration Fee = \$1,000.00 per new amendment agreement

APPLICATION FOR PIPELINE ACCESS

Name of Applicant _____

Corporate Name _____ FEIN# _____

Physical Address _____

PO Box _____

Contact Name _____ Email _____

Phone _____ Cell _____

Type of Business ☐ Individual ☐ Corporation _____☐ Developer ☐ Partnership _____☐ Municipality _____

If revision/attachments to an existing agreement: Agreement # _____ Date _____

If supplement to a master (general) agreement: Agreement # _____ Date _____

*Please attach copies of licenses.*Will line exclusively serve lessee? ☐ Yes ☐ No Lessee Name _____The work will be performed by: ☐ Contractor ☐ Company employees _____

ACCESS LOCATION & DESCRIPTION

Railroad Name _____

Nearest City _____ County: _____ State _____

Will line be located near public road Right-of-Way? ☐ Yes ☐ No

If yes, Road Name _____ DOT/AAR Crossing # _____

*Please indicate name, road number and width of Right-of-Way on drawing.***If a parallel application please complete the following:**

Nearest Railroad Mile Post (Start) _____

Latitude _____

Longitude _____

Nearest Railroad Milepost (ending) _____ Total length of Run _____

Valuation Stations (if known) _____ Valuation Map # (if known) _____

*Beginning**Ending***If crossing please complete the following:** *(a separate application and fee is required for each crossing installation)*

Nearest Railroad Mile Post: _____

Latitude _____ Longitude _____

Valuation Station # (if known) _____ Valuation Map # (if known) _____

Angle of Crossing _____ Proposed Install Date _____

Temporary track support or riprapping required? ☐ Yes ☐ NoWires, poles, obstructions to be relocated? ☐ Yes ☐ No } *Describe and detail on drawing.*

Product to be Conveyed _____

Crossing will be for: ☐ Transmission ☐ Distribution ☐ ServiceFlammable? ☐ Yes ☐ No Temperature _____

INSTALLATION & MATERIAL SPECIFICATIONS

CARRIER PIPE

CASING PIPE

Material _____

Material Specifications & Grade _____

Minimum Yield Strength of Material PSI _____

Inside Diameter _____

Wall Thickness _____

Outside Diameter _____

Type of Seam _____

Kind of Joints _____

Vents: How Many _____ Size _____ Height Above Ground _____

Seals: ☐ Both Ends ☐ One End

Bury: ☐ Base of Rail to top of casing ☐ Below Roadway Ditch _____
☐ Not beneath tracks

Cathodic Protection ☐ Yes ☐ No What Kind _____

Protective Coating ☐ Yes ☐ No What Kind _____

Method of Installation _____

Max Working Pressure _____ Field Test Pressure _____ Test Type _____

Location of shut-off valves _____

Total Length in Railroad Right-of-Way _____ Number of Manholes _____

Application and plans must be approved and written authority received from the Railroad Company before construction is begun. Original and one copy of both application and drawing, along with a nonrefundable **Application, Engineering Review and Right of Entry Fee** in the amount of \$5,500 for parallel, plus \$5,500 for each crossing instance to be submitted to:

RAMS, Inc.

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St. Johns, Florida 32259
Phone (800) 818-0184
Fax (904) 448-1215

Questions concerning this application should be submitted by email to propertyservices@ramsinc.com. All correspondence submitted by email receives priority response. Other requests can be made by calling (800) 818-0184.

Name _____ Date _____

Phone _____

Email Address _____

PRINT

A general liability insurance certificate listing the railroad as additional insured and an independent policy of Railroad Protective Liability (RPL) in the railroad's name is required. All pipeline/wireline occupancy must adhere to A.R.E.M.A guidelines and specifications for materials and installation. Proposal and construction must be in accordance with railroad specifications, The National Electrical Safety Code (current edition), and any/all governing laws or regulations. Please note: Specifications furnished in the Application Package are offered for guideline only, the railroad reserves the right to approve/decline any application.



August 31, 2022
Folder: 03287-77

JULIUS ALSANDOR
CITY OF OPELOUSAS
P.O. BOX 1879
OPELOUSAS LA 70570

Re: Proposed One (1) Underground 9.05 Inch Plastic Potable Water Pipe Encased In A Fourteen Inch (14") Steel Casing Pipeline Crossing Pipeline Crossing of Railroad Property at Mile Post 591.09 on the Dequincy Subdivision at or near Opelousas, St Landry County, Louisiana.

Attached is an original of the agreement covering your use of the Railroad Company's right of way. Please return the executed agreement via email. For any payment(s), please follow the accompanying instructions.

An original copy of the fully-executed document will be returned to you, when approved and processed by the Railroad Company.

- Payment in the amount of **Five Thousand Dollars (\$5,000.00)** is due and payable to Union Pacific Railroad Company upon your execution of the agreement. Please include your payment, **with Folder No. 03287-77 noted on that document.** If you require formal billing, you may consider this letter as a formal bill and that 94-6001323 is this Corporation's correct Federal Taxpayer Identification Number.
- Railroad Protective Liability Insurance (RPLI) may be obtained from any insurance company which offers such coverage. Union Pacific has also worked with a national broker, Marsh USA, to make available RPLI to you or your contractor. You can find additional information, premium quotes, and application forms at (uprr.marsh.com).

If we have not received the executed documents within six months from the date of this letter, this proposed offer of an agreement is withdrawn and becomes null and void.

If you have any questions, please contact me at jasorian@up.com.

Sincerely,

Justin Soriano
Analyst Finance

PIPELINE CROSSING AGREEMENT

Mile Post: 591.09, Dequincy Subdivision
Location: Opelousas, St Landry County, Louisiana

THIS AGREEMENT ("Agreement") is made and entered into as of August 13, 2021, ("Effective Date") by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, ("Licensor") and **CITY OF OPELOUSAS**, to be addressed at P.O. Box 1879, Opelousas, Louisiana 70570 ("Licensee").

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Article 1. LICENSOR GRANTS RIGHT.

A. In consideration of the license fee to be paid by Licensee set forth below and in further consideration of the covenants and agreements to be performed by Licensee, Licensor hereby grants to Licensee the right to construct and thereafter, during the term hereof, maintain and operate one (1) underground 9.05 inch plastic potable water pipe encased in a fourteen inch (14") steel casing pipeline crossing only, including any appurtenances required for the operation of said pipeline (collectively, "Licensee's Facilities") across Licensor's real property, trackage, or other facilities located in Opelousas, St Landry County, State of Louisiana ("Railroad Property"). The specific specifications and limited purpose for Licensee's Facilities on, along, across and under Railroad Property are described in and shown on the Print and Specifications dated July 07, 2021, attached hereto as **Exhibit A** and made a part hereof.

B. Licensee represents and warrants that Licensee's Facilities will (i) only be used for one (1) underground 9.05 inch plastic potable water pipe encased in a fourteen inch (14") steel casing pipeline crossing, and (ii) not be used to convey any other substance, any fiber optic cable, or for any other use, whether such use is currently technologically possible, or whether such use may come into existence during the life of this Agreement.

C. Licensee acknowledges that if it or its contractor provides Licensor with digital imagery depicting Licensee's Facilities ("Digital Imagery"), Licensee authorizes Licensor to use the Digital Imagery in preparing **Exhibit A**. Licensee represents and warrants that through a license or otherwise, it has the right to use the Digital Imagery and to permit Licensor to use the Digital Imagery in said manner.

Article 2. LICENSE FEE.

Upon execution of this Agreement, the Licensee shall pay to the Licensor a one-time License Fee of **Five Thousand Dollars (\$5,000.00)**.

Article 3. TERM.

This Agreement shall take effect as of the Effective Date first herein written and shall continue in full force and effect until terminated as provided in the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of **Exhibit B**.

Article 4. LICENSEE'S COMPLIANCE WITH GENERAL TERMS.

Licensee represents and warrants that all work on Licensee's Facilities performed by Licensee or its contractors will strictly comply with all terms and conditions set forth herein, including the General Terms and Conditions, attached hereto as Exhibit B and made a part hereof.

Article 5. INSURANCE.

A. During the term of this Agreement, Licensee shall fully comply or cause its contractor(s) to fully comply with the insurance requirements described in **Exhibit C**, attached hereto and made a part hereof. Upon request only, Licensee shall send copies of all insurance documentation (e.g., certificates, endorsements, etc.) to Licensors at the address listed in the "NOTICES" Section of this Agreement.

B. If Licensee is subject to statute(s) limiting its insurance liability and/or limiting its ability to obtain insurance in compliance with **Exhibit C** of this Agreement, those statutes shall apply.

Article 6. DEFINITION OF LICENSEE.

For purposes of this Agreement, all references in this Agreement to Licensee will include Licensee's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority (collectively, a "Contractor"). If a Contractor is hired by Licensee to perform any work on Licensee's Facilities (including initial construction and subsequent relocation, maintenance, and/or repair work), then Licensee shall provide a copy of this Agreement to its Contractor(s) and require its Contractor(s) to comply with all terms and conditions of this Agreement, including the indemnification requirements set forth in the "INDEMNITY" Section of **Exhibit B**. Licensee shall require any Contractor to release, defend, and indemnify Licensors to the same extent and under the same terms and conditions as Licensee is required to release, defend, and indemnify Licensors herein.

Article 7. ATTORNEYS' FEES, EXPENSES, AND COSTS.

If litigation or other court action or similar adjudicatory proceeding is undertaken by Licensee or Licensors to enforce its rights under this Agreement, all fees, costs, and expenses, including, without limitation, reasonable attorneys' fees and court costs, of the prevailing Party in such action, suit, or proceeding shall be reimbursed or paid by the Party against whose interest the judgment or decision is rendered. The provisions of this Article shall survive the termination of this Agreement.

Article 8. WAIVER OF BREACH.

The waiver by Licensors of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by Licensee shall in no way impair the right of Licensors to avail itself of any remedy for any subsequent breach thereof.

Article 9. ASSIGNMENT.

A. Licensee shall not assign this Agreement, in whole or in part, or any rights herein granted, without the written consent of Licensors, which must be requested in writing by Licensee. Any assignment or attempted transfer of this Agreement or any of the rights herein granted, whether voluntary, by

operation of law, or otherwise, without Licensor's written consent, will be absolutely void and may result in Licensor's termination of this Agreement pursuant to the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of **Exhibit B**.

B. Upon Licensor's written consent to any assignment, this Agreement will be binding upon and inure to the benefit of the parties thereto, successors, heirs, and assigns, executors, and administrators.

Article 10. SEVERABILITY.

Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or unenforceable shall be invalid or unenforceable only to the extent of such determination, which shall not invalidate or otherwise render ineffective any other provision of this Agreement.

Article 11. NOTICES.

Except Licensee's commencement of work notice(s) required under **Exhibit B**, all other notices required by this Agreement must be in writing, and (i) personally served upon the business address listed below ("Notice Address"), (ii) sent overnight via express delivery by a nationally recognized overnight delivery service such as Federal Express Corporation or United Parcel Service to the Notice Address, or (iii) by certified mail, return receipt requested to the Notice Address. Overnight express delivery notices will be deemed to be given upon receipt. Certified mail notices will be deemed to be given three (3) days after deposit with the United States Postal Service.

If to Licensor: Union Pacific Railroad Company
Attn: Analyst – Real Estate Utilities (Folder No. 03287-77)
1400 Douglas Street, MS 1690
Omaha, Nebraska 68179

If to Licensee: CITY OF OPELOUSAS
P.O. Box 1879
Opelousas, Louisiana 70570


Article 12. SPECIAL PROVISION – CONSTRUCTION OBSERVATION.

Licensor requires Licensee to provide monitoring of tracks and construction observation through Licensor approved observer named below during all construction and installation work. Licensee is to directly coordinate services with the named inspector:

Railpros Field Services
Email: RP.Utility@railpros.com
Phone (682)223-5271

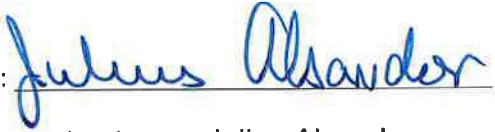
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

By: 

Justin Soriano
Analyst Finance

CITY OF OPELOUSAS

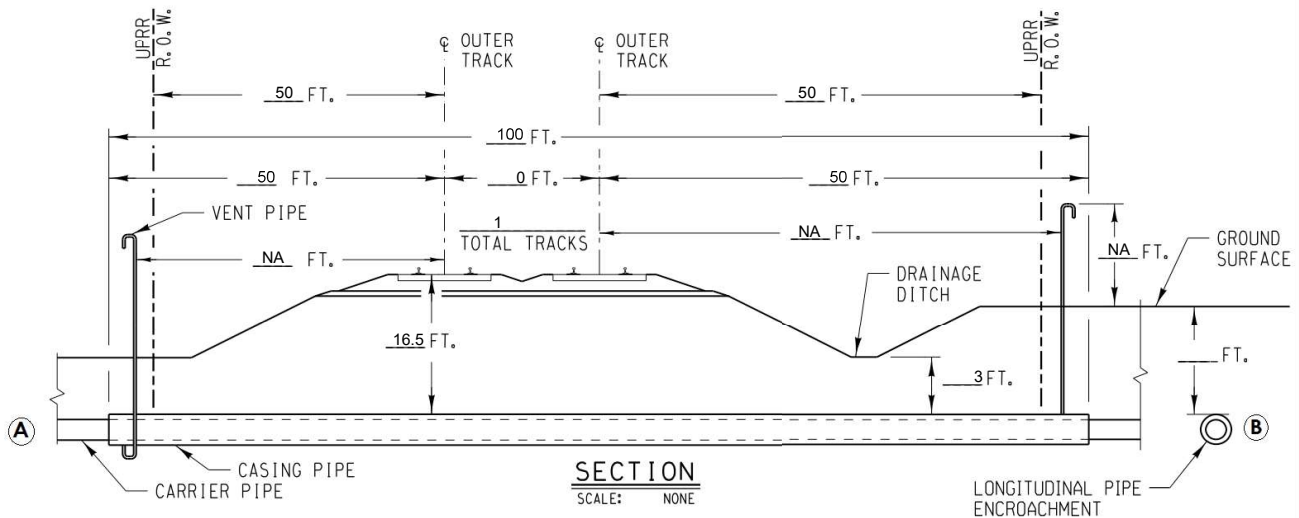
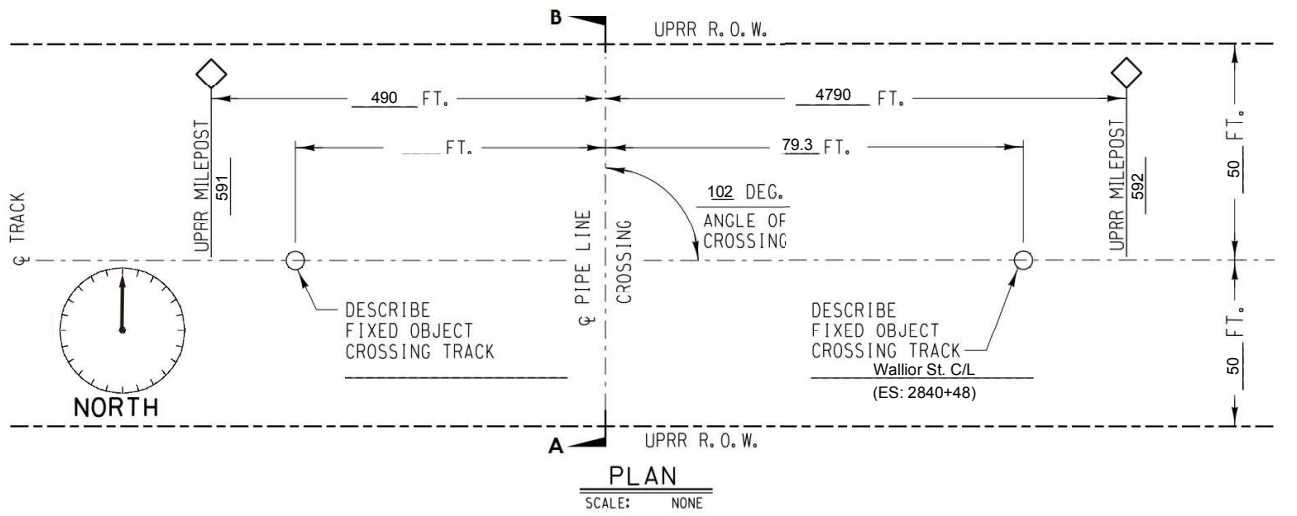
By: 

Name Printed: Julius Alsandor

Title: Mayor

NON-FLAMMABLE LIQUID PIPELINE

☒ CROSSING
☐ ENCROACHMENT
☐ BOTH



NOTES:

- 1) ALL DIMENSIONS MEASURED PERPENDICULAR TO THE CENTERLINE OF TRACK
- 2) REFER TO AREMA VOLUME 1. CHAPTER 1. PART 5. SECTION 5.1

- A) METHOD OF INSTALLATION BORED AND JACKED
- B) DIST. FROM CENTERLINE OF TRACK TO PIPE ENCROACHMENT _____
- C) SIGNS PROVIDED? AT MINIMUM SIGNS WILL BE PROVIDED AS STATED ABOVE
- D) CARRIER MATERIAL PLASTIC. IF RCP, CLASS V? NA.
COMMODITY TO BE CONVEYED POTABLE WATER.
OPERATIONAL PRESSURE 95 PSI. MAOP 95 PSI.
WALL THICKNESS (INCH)/ SCHEDULE 11. DIAMETER 9.05 IN.
CATHODIC/COATING PROTECTION NO
- E) CASING MATERIAL STEEL PIPE. IF RCP, CLASS V? NA.
TOTAL LENGTH CASING PIPE: 104.9 FT.
WALL THICKNESS 0.25 IN. DIAMETER 14 IN.
CATHODIC/COATING PROTECTION NO
CASING PIPE IS SEALED AT THE ENDS.
- F) DISTANCE FROM CENTERLINE OF TRACK TO NEAR FACE OF
BORING AND JACKING PITS WHEN MEASURED AT RIGHT ANGLES
50 AND 50.



BUILDING AMERICA®

EXHIBIT "A"

SUBDIVISION: Dequincy Sub.

TRACK TYPE: MAINLINE

M.P.: 591.09

LAT.: 30.5375

E.S.M.: 2841+27.3

LONG.: -92.07277778

NEAREST CITY: OPELOUSAS

COUNTY: ST LANDRY

STATE: LA

APPLICANT: CITY OF OPELOUSAS

FILE NO.: 0328777

DATE: 07/07/2021

EXHIBIT B

GENERAL TERMS AND CONDITIONS

Section 1. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.

A. The foregoing grant is subject and subordinate to the prior and continuing right and obligation of Licensors to use and maintain its entire property including the right and power of Licensors to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Licensors without liability to Licensee or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of Railroad Property) and the right of Licensors to renew and extend the same, and is made without covenant of title or for quiet enjoyment. It shall be Licensee's sole obligation to obtain such additional permission, license and grants necessary on account of any such existing rights.

Section 2. ENGINEERING REQUIREMENTS; PERMITS.

A. Licensee's Facilities will be designed, constructed, operated, maintained, repaired, renewed, modified, reconstructed, removed, or abandoned in place on Railroad Property by Licensee or its contractor to Licensors's satisfaction and in strict conformity with: (i) Licensors's current engineering standards and specifications, including those for shoring and cribbing to protect Licensors's railroad operations and facilities ("UP Specifications"), except for variances approved in advance in writing by Licensors's Assistant Vice President Engineering – Design or its authorized representative ("UP Engineering Representative"); (ii) such other additional safety standards as Licensors, in its sole discretion, elects to require, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines (collectively, "UP Additional Requirements"); and (iii) all applicable laws, rules, and regulations, including any applicable Federal Railroad Administration and Federal Energy Regulatory Commission regulations and enactments (collectively, "Laws"). If there is any conflict between UP Specifications, UP Additional Requirements, and Laws, the most restrictive will apply.

B. Licensee shall keep the soil over Licensee's Facilities thoroughly compacted, and maintain the grade over and around Licensee's Facilities even with the surface of the adjacent ground.

C. If needed, Licensee shall secure, at Licensee's sole cost and expense, any and all necessary permits required to perform any work on Licensee's Facilities.

Section 3. NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES.

A. Licensee and its contractors are strictly prohibited from commencing any work associated with Licensee's Facilities without Licensors's written approval that the work will be in strict compliance with the "ENGINEERING REQUIREMENTS; PERMITS" Section of this Exhibit B. Upon Licensors's approval, Licensee shall contact both of Licensors's field representatives ("Licensors's Field Representatives") at least ten (10) days before commencement of any work on Licensee's Facilities.

B. Licensee shall not commence any work until: (1) Licensor has determined whether flagging or other special protective or safety measures ("Safety Measures") are required for performance of the work pursuant to the "FLAGGING" Section of this **Exhibit B** and provided Licensee written authorization to commence work; and (2) Licensee has complied with the "PROTECTION OF FIBER OPTIC CABLE SYSTEMS" Section of this **Exhibit B**.

C. If, at any time, an emergency arises involving Licensee's Facilities, Licensee or its contractor shall immediately contact Licensor's Response Management Communications Center at (888) 877-7267.

Section 4. FLAGGING.

A. Following Licensee's notice to Licensor's Field Representatives required under the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**, Licensor shall inform Licensee if Safety Measures are required for performance of the work by Licensee or its contractor on Railroad Property. If Safety Measures are required, no work of any kind may be performed by Licensee or its contractor(s) until arrangements for the Safety Measures have been made and scheduled. If no Safety Measures are required, Licensor will give Licensee written authorization to commence work.

B. If any Safety Measures are performed or provided by Licensor, including but not limited to flagging, Licensor shall bill Licensee for such expenses incurred by Licensor, unless Licensor and a federal, state, or local governmental entity have agreed that Licensor is to bill such expenses to the federal, state, or local governmental entity. Additional information regarding the submission of such expenses by Licensor and payment thereof by Licensee can be found in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this **Exhibit B**. If Licensor performs any Safety Measures, Licensee agrees that Licensee is not relieved of any of responsibilities or liabilities set forth in this Agreement.

C. For flagging, the rate of pay per hour for each flagger will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage, and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Licensor and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Licensee (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.

D. Reimbursement to Licensor will be required covering the full eight-hour day during which any flagger is furnished, unless the flagger can be assigned to other railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagger is engaged in other railroad work. Reimbursement will also be required for any day not actually worked by the flaggers following the flaggers' assignment to work on the project for which Licensor is required to pay the flaggers and which could not reasonably be avoided by Licensor by assignment of such flaggers to other work, even though Licensee may not be working during such time. When it becomes necessary for Licensor to bulletin and assign an employee to a flagging position in

compliance with union collective bargaining agreements, Licensee must provide Licensor a minimum of five (5) days notice prior to the cessation of the need for a flagger. If five (5) days notice of cessation is not given, Licensee will still be required to pay flagging charges for the days the flagger was scheduled, even though flagging is no longer required for that period. An additional ten (10) days notice must then be given to Licensor if flagging services are needed again after such five day cessation notice has been given to Licensor.

Section 5. SAFETY.

A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of any work on Railroad Property performed by Licensee or its contractor, and takes precedence over any work on Licensee's Facilities to be performed Licensee or its contractors. Licensee shall be responsible for initiating, maintaining and supervising all safety operations and programs in connection with any work on Licensee's Facilities. Licensee and its contractor shall, at a minimum comply, with Licensor's then current safety standards located at the below web address ("Licensor's Safety Standards") to ensure uniformity with the safety standards followed by Licensor's own forces. As a part of Licensee's safety responsibilities, Licensee shall notify Licensor if it determines that any of Licensor's Safety Standards are contrary to good safety practices. Licensee and its contractor shall furnish copies of Licensor's Safety Standards to each of its employees before they enter Railroad Property.

[Union Pacific Current Safety Requirements](#)

B. Licensee shall keep the job site on Railroad Property free from safety and health hazards and ensure that their employees are competent and adequately trained in all safety and health aspects of the work.

C. Licensee represents and warrants that all parts of Licensee's Facilities within and outside of the limits of Railroad Property will not interfere whatsoever with the constant, continuous, and uninterrupted use of the tracks, property, and facilities of Licensor, and nothing shall be done or suffered to be done by Licensee at any time that would in any manner impair the safety thereof.

D. Licensor's operations and work performed by Licensor's personnel may cause delays in Licensee's or its contractor's work on Licensee's Facilities. Licensee accepts this risk and agrees that Licensor shall have no liability to Licensee or any other person or entity for any such delays. Licensee must coordinate any work on Railroad Property by Licensee or any third party with Licensor's Field Representatives in strict compliance with the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**.

E. Licensor shall have the right, if it so elects, to provide any support it deems necessary for the safety of Licensor's operations and trackage during Licensee's or its contractor's construction, maintenance, repair, renewal, modification, relocation, reconstruction, or removal of Licensee's Facilities. In the event Licensor provides such support, Licensor shall invoice Licensee, and Licensee shall pay Licensor as set forth in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this **Exhibit B**.

F. Licensee may use unmanned aircraft systems ("UAS") to inspect Licensee's Facilities only upon the prior authorization from and under the direction of Licensor's Field Representatives. Licensee represents and warrants that its use of UAS on Railroad Property will comply with Licensor's then-current Unmanned Aerial Systems Policy and all applicable laws, rules and regulations, including any applicable Federal Aviation Administration regulations and enactments pertaining to UAS.

Section 6. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

Fiber optic cable systems may be buried on Railroad Property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. In addition to the notifications required under the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**, Licensee shall visit up.com/CBUD to complete and submit the required form to determine if fiber optic cable is buried anywhere on Railroad Property to be used by Licensee. If it is, Licensee shall telephone the telecommunications company(ies) involved, and arrange for a cable locator, make arrangements for relocation or other protection of the fiber optic cable, all at Licensee's expense, and will not commence any work on Railroad Property until all such protection or relocation has been completed.

Section 7. LICENSEE'S PAYMENT OF EXPENSES.

A. Licensee shall bear the entire cost and expense of the design, construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities.

B. Licensee shall fully pay for all materials joined, affixed to and labor performed on Railroad Property in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, and shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the property for any work done or materials furnished thereon at the instance or request or on behalf of Licensee. Licensee shall promptly pay or discharge all taxes, charges, and assessments levied upon, in respect to, or on account of Licensee's Facilities, to prevent the same from becoming a charge or lien upon any property of Licensor, and so that the taxes, charges, and assessments levied upon or in respect to such property shall not be increased because of the location, construction, or maintenance of Licensee's Facilities or any improvement, appliance, or fixture connected therewith placed upon such property, or on account of Licensee's interest therein. Where such tax, charge, or assessment may not be separately made or assessed to Licensee but shall be included in the assessment of the property of Licensor, then Licensee shall pay to Licensor an equitable proportion of such taxes determined by the value of Licensee's property upon property of Licensor as compared with the entire value of such property.

C. As set forth in the "FLAGGING" Section of this **Exhibit B**, Licensor shall have the right, if it so elects, to provide any Safety Measures Licensor deems necessary for the safety of Licensor's operations and trackage during Licensee's or its contractor's construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, including, but not limited to supervision, inspection, and flagging services. In the event Licensor provides such Safety Measures, Licensor shall submit an itemized invoice to Licensee's notice recipient listed in the "NOTICES" Article of this Agreement. Licensee shall pay to Licensor the total amount listed on such invoice within thirty (30) days of Licensee's receipt of such invoice.

Section 8. MODIFICATIONS TO LICENSEE'S FACILITIES.

A. This grant is subject to Licensor's safe and efficient operation of its railroad, and continued use and improvement of Railroad Property (collectively, "Railroad's Use"). Accordingly, Licensee shall, at its sole cost and expense, modify, reconstruct, repair, renew, revise, relocate, or remove (individually, "Modification", or collectively, "Modifications") all or any portion of Licensee's Facilities as Licensor may designate or identify, in its sole discretion, in the furtherance of Railroad's Use.

B. Upon any Modification of all or any portion of Licensee's Facilities to another location on Railroad Property, Licensor and Licensee shall execute a Supplemental Agreement to this Pipeline Agreement to document the Modification(s) to Licensee's Facilities on Railroad Property. If the Modifications result in Licensee's Facilities moving off of Railroad Property, this Agreement will terminate upon Licensee's completion of such Modification(s) and all requirements contained within the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of this **Exhibit B**. Any such Modification(s) off of Railroad Property will not release Licensee from any liability or other obligation of Licensee arising prior to and upon completion of any such Modifications to the Licensee's Facilities.

Section 9. RESTORATION OF RAILROAD PROPERTY.

In the event Licensee, in any manner moves or disturbs any property of Licensor in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, then, Licensee shall, as soon as possible and at Licensee's sole cost and expense, restore Licensor's property to the same condition as the same were before such property was moved or disturbed.

Section 10. INDEMNITY.

A. Definitions. As used in this Section:

1. "Licensor" includes Licensor, its affiliates, its and their officers, directors, agents and employees, and other railroad companies using Railroad Property at or near the location of Licensee's installation and their officers, directors, agents, and employees.
2. "Licensee" includes Licensee and its agents, contractors, subcontractors, sub-subcontractors, employees, officers, and directors, or any other person or entity acting on its behalf or under its control.
3. "Loss" includes claims, suits, taxes, loss, damages (including punitive damages, statutory damages, and exemplary damages), costs, charges, assessments, judgments, settlements, liens, demands, actions, causes of action, fines, penalties, interest, and expenses of any nature, including court costs, reasonable attorneys' fees and expenses, investigation costs, and appeal expenses.

B. Licensee shall release, defend, indemnify, and hold harmless Licensor from and against any and all Loss, even if groundless, fraudulent, or false, that directly or indirectly arises out of or is related to Licensee's construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, removal, presence, use, or operation of Licensee's Facilities, including, but not limited to, any actual or alleged:

1. Bodily harm or personal injury (including any emotional injury or disease) to, or the death of, any person(s), including, but not limited to, Licensee, Licensor, any telecommunications company, or the agents, contractors, subcontractors, sub-subcontractors, or employees of the foregoing;
2. Damage to or the disturbance, loss, movement, or destruction of Railroad Property, including loss of use and diminution in value, including, but not limited to, any telecommunications system(s) or fiber optic cable(s) on or near Railroad

Property, any property of Licensee or Licensor, or any property in the care, custody, or control of Licensee or Licensor;

3. Removal of person(s) from Railroad Property;
4. Any delays or interference with track or Railroad's Use caused by Licensee's activity(ies) on Railroad Property, including without limitation the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities or any part thereof, any activities, labor, materials, equipment, or machinery in conjunction therewith;
5. Right(s) or interest(s) granted pursuant to this Agreement;
6. Contents escaping from Licensee's Facilities, including without limitation any actual or alleged pollution, contamination, breach, or environmental Loss;
7. Licensee's breach of this Agreement or failure to comply with its provisions, including, but not limited to, any violation or breach by Licensee of any representations and warranties Licensee has made in this Agreement; and
8. Violation by Licensee of any law, statute, ordinance, governmental administrative order, rule, or regulation, including without limitation all applicable Federal Railroad Administration regulations.

C. THE FOREGOING OBLIGATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW FOR THE BENEFIT OF LICENSOR TO LOSSES CAUSED BY, ARISING FROM, RELATING TO, OR RESULTING FROM, IN WHOLE OR IN PART, THE NEGLIGENCE OF LICENSOR, AND SUCH NEGLIGENCE OF LICENSOR SHALL NOT LIMIT, DIMINISH, OR PRECLUDE LICENSEE'S OBLIGATIONS TO LICENSOR IN ANY RESPECT. NOTWITHSTANDING THE FOREGOING, SUCH OBLIGATION TO INDEMNIFY LICENSOR SHALL NOT APPLY TO THE EXTENT THE LOSS IS CAUSED BY THE SOLE, ACTIVE AND DIRECT NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF LICENSOR AS DETERMINED IN A FINAL JUDGMENT BY A COURT OF COMPETENT JURISDICTION.

Section 11. TERMINATION; REMOVAL OF LICENSEE'S FACILITIES.

A. If Licensee does not use the right herein granted on Licensee's Facilities for one (1) year, or if Licensee continues in default in the performance of any provision of this Agreement for a period of thirty (30) days after written notice from Licensor to Licensee specifying such default, Licensor may, at its sole discretion, terminate this Agreement by written notice to Licensee at the address listed in the "NOTICES" Article of this Agreement. This Agreement will not terminate until Licensee complies with Paragraphs "C" and "D" of this Section found below.

B. In addition to the provisions of Paragraph "A" above, this Agreement may be terminated by written notice given by either party, without cause, upon thirty (30) days written notice to the non-terminating party at the address listed in the "NOTICES" Article of this Agreement. This Agreement will not terminate until Licensee complies with Paragraphs "C" and "D" of this Section found below.

C. Prior to the effective date of any termination described in this Section, Licensee shall submit an application to Licensor's online Utility Contracts System at [this link](#) for Licensee's removal, or if applicable, abandonment in place of Licensee's Facilities located on Railroad Property ("Removal/Abandonment

Work"). Upon the UP Engineering Representative's approval of Licensee's application for the Removal/Abandonment Work, Licensor and Licensee shall execute a separate consent document that will govern Licensee's performance of the Removal/Abandonment Work from those portions of Railroad Property not occupied by roadbed and/or trackage ("Consent Document"). Licensee shall then restore the impacted Railroad Property to the same or reasonably similar condition as it was prior to Licensee's installation of Licensee's Facilities. For purposes of this Section, Licensee's (i) performance of the Removal/Abandonment Work, and (ii) restoration work will hereinafter be collectively referred to as the "Restoration Work".

D. Following Licensee's completion of the Restoration Work, Licensee shall provide a written certification letter to Licensor at the address listed in the "NOTICES" Article of this Agreement which certifies that the Restoration Work has been completed in accordance with the Consent Document. Licensee shall report to governmental authorities, as required by law, and notify Licensor immediately if any environmental contamination is discovered during Licensee's performance of the Restoration Work. Upon discovery, the Licensee shall initiate any and all removal, remedial and restoration actions that are necessary to restore the property to its original, uncontaminated condition. Licensee shall provide written certification to Licensor at the address listed in the "NOTICES" Article of this Agreement that environmental contamination has been remediated and the property has been restored in accordance with Licensor's requirements. Upon Licensor's receipt of Licensee's restoration completion certifications, this Agreement will terminate.

E. In the event that Licensee fails to complete any of the Restoration Work, Licensor may, but is not obligated, to perform the Restoration Work. Any such work actually performed by Licensor will be at the cost and expense of Licensee. In the event that Licensor performs any of the Restoration Work, Licensee shall release Licensor from any and all Loss (defined in the "INDEMNITY" Section of this **Exhibit B**) arising out of or related to Licensor's performance of the Restoration Work.

F. Termination of this Agreement for any reason will not affect any of rights or obligations of the parties which may have accrued, or liabilities or Loss (defined in the "INDEMNITY" Section of this **Exhibit B**), accrued or otherwise, which may have arisen prior to such termination.

EXHIBIT C

INSURANCE REQUIREMENTS

In accordance with Article 5 of this Agreement, Licensee shall (1) procure and maintain at its sole cost and expense, or (2) require its Contractor(s) to procure and maintain, at their sole cost and expense, the following insurance coverage:

A. **Commercial General Liability Insurance.** Commercial general liability (CGL) with a limit of not less than \$2,000,000 each occurrence and an aggregate limit of not less than \$4,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

B. **Business Automobile Coverage Insurance.** Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a limit of not less \$2,000,000 for each accident, and coverage must include liability arising out of any auto (including owned, hired, and non-owned autos).

The policy must contain the following endorsements, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:

- "Coverage For Certain Operations In Connection With Railroads" ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

C. **Workers' Compensation and Employers' Liability Insurance.** Coverage must include but not be limited to:

- Licensee's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Licensee is self-insured, evidence of state approval and excess workers' compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

D. **Environmental Liability Insurance.** Environmental Legal Liability Insurance (ELL) applicable to bodily injury, property damage, including loss of use of damaged property or of property that has not been physically injured or destroyed, cleanup costs, and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims, or compliance with statute, all in

connection with any loss arising from the insured's performance under this Agreement. Except with respect to the limits of insurance, and any rights or duties specifically assigned to the first named insured, this insurance must apply as if each named insured were the only named insured; and separately to the additional insured against which claim is made or suit is brought. Coverage shall be maintained in an amount of at least \$2,000,000 per loss, with an annual aggregate of at least \$4,000,000.

Licensee warrants that any retroactive date applicable to ELL insurance coverage under the policy is the same as or precedes the Effective Date of this Agreement, and that continuous coverage will be maintained for a period of five (5) years beginning from the time the work under this Agreement is completed or if coverage is cancelled for any reason the policies extended discovery period, if any, will be exercised for the maximum time allowed.

E. **Railroad Protective Liability Insurance.** Licensee must maintain for the duration of work "Railroad Protective Liability" insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Licensor only as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000. The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this Agreement. Notwithstanding the foregoing, Licensee does not need Railroad Protective Liability Insurance after its initial construction work is complete and all excess materials have been removed from Licensor's property; PROVIDED, however, that Licensee shall procure such coverage for any subsequent maintenance, repair, renewal, modification, reconstruction, or removal work on Licensee's Facilities.

F. **Umbrella or Excess Insurance.** If Licensee utilizes umbrella or excess policies, and these policies must "follow form" and afford no less coverage than the primary policy.

Other Requirements

G. All policy(ies) required above (except business automobile, workers' compensation and employers' liability) must include Licensor as "Additional Insured" using ISO Additional Insured Endorsement CG 20 26 (or substitute form(s) providing equivalent coverage). The coverage provided to Licensor as additional insured shall not be limited by Licensee's liability under the indemnity provisions of this Agreement. BOTH LICENSOR AND LICENSEE EXPECT THAT LICENSOR WILL BE PROVIDED WITH THE BROADEST POSSIBLE COVERAGE AVAILABLE BY OPERATION OF LAW UNDER ISO ADDITIONAL INSURED FORM CG 20 26.

H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this Agreement, or (b) all punitive damages are prohibited by all states in which this Agreement will be performed.

I. Licensee waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Licensor and its agents, officers, directors and employees for damages covered by the workers' compensation and employers' liability or commercial umbrella or excess liability obtained by Licensee required in this Agreement, where permitted by law. This waiver must be stated on the certificate of insurance.

J. All insurance policies must be written by a reputable insurance company acceptable to Licensor or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the work is to be performed.

K. The fact that insurance is obtained by Licensee will not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this

Agreement. Damages recoverable by Licensor from Licensee or any third party will not be limited by the amount of the required insurance coverage.