

Addendum No. 3

KEPPEL AMFELS WATER LINE RELOCATION

September 14, 2017

1. SAFETY TRAINING FOR WORK NEAR RAILROAD TRACKS

- a. In consideration that some of the pipe installation work in this contract will be taking place in the proximity of existing Brownsville-Rio Grande Railway (BRG) railroad trackage, the successful bidder will need to comply with BRG safety training and shall be required to comply with such BRG safety requirements. To that end, the **BRG Roadway Worker Protection (RWP)** specification (attached) has been added to this contract.

2. CHANGES TO BID PROPOSAL

- a. The **Bid Proposal** segment of the bidding documents has been modified to include a bid item for "BRG Roadway Worker Protection Training". Such training shall conform to the requirements in the **BRG Roadway Worker Protection (RWP)** specification. The bid price amount shall include any and all costs associated with this training, including, but not limited to:
 - 1) Arrangement for training.
 - 2) Personnel costs to the contractor for the training as specified.
 - 3) Costs associated with venue with videoconferencing capabilities. The Brownsville Navigation District will make the facilities at our Command and Control Center on 2993 N. Indiana Ave. Suite B, Brownsville TX 78521 available to the successful bidder, if desired.
 - 4) Any other costs associated with the required training.

3. CONTRACTOR'S QUESTION

- a. The question has been made as to whether wet boring is allowed for the installation of steel casings under road and rail. This is to clarify that no wet boring shall be allowed on this contract. All casings shall be installed by jack & bore method, dry.

BRG Roadway Worker Protection (RWP)

KEPPEL AmFELS WATER LINE RELOCATION

SECTION 100 – BRG Roadway Worker Protection (RWP)

Contractor will train their employees on the Railroad's Roadway Worker Protection Program ("RWP") Procedures that may work on Railroad Property. The Contractor will be responsible to provide appropriate training, prior to any of the Contractor's employees, personnel, subcontractors, or suppliers, entering Railroad property.

Ensuring the successful completion of all Contractor employees, personnel, subcontractors, or suppliers shall be the sole responsibility of the Contractor. No additional time will be provided for Employee Training.

A. RWP Training

Contractor will be required to provide photo of each person participating in the RWP training for a photo ID that will be provided upon successful completion of the RWP training. Employees shall maintain the photo ID on their person for inspection, while on Railroad property, or risk removal from Railroad property. This training is required for all personnel that will be on site.

Contractor shall, at Contractor's expense, contact and coordinate training through: National Railroad Safety Services, Inc., 9808 Windisch Road, Cincinnati, Ohio 45069, Telephone: (877) 984-6777, www.nrssinc.net. Contractor shall provide sufficient video conferencing facility and equipment for all of its personnel to participate in the class.

For Contractor employees with past RWP training and experience, RWP Training cost is \$55 per person, with a maximum class size of 25 and a minimum charge per class of \$220, class time is approximately 4 hours.

For Contractor employees without past RWP training and experience, RWP Training cost is \$110 per person, with a maximum class size of 25 and a minimum charge per class of \$440, class time is approximately 8 hours.

SECTION 110 – General Conditions

1. **Safety** - The safe operation of the Railroad shall take precedence over all Work and nothing shall be done by Contractor that will endanger personnel, operations, equipment, or public safety.
 - 1.1 **Safety Meeting** - Prior to starting any project Work, a safety meeting shall be held between the Project Supervisor and Railroad. The purpose of this meeting is to familiarize Contractor with Railroad's Safety and/or Operating Rules and Regulations. It is the responsibility of Contractor to indoctrinate its employees and subcontractors accordingly.
 - 1.2 **Job Briefings** - Contractor shall conduct Job Briefings, as required in the OmniTRAX Roadway Worker On-Track Safety Program, at a minimum on a daily basis prior to commencing any Work, and additional follow up job briefings as required. All Contractor and Subcontractor personnel shall attend Job Briefings. All personnel shall be solely and

fully responsible for understanding the content of the Job Briefings. Where Co-Mingled Work is being performed, job briefings shall include Contractor, Subcontractor, OmniTRAX Personnel, and any other third parties.

1.3 Working Within 25' of Track - When working on or within twenty five feet (25') of a track, Contractor shall implement a safety program conforming to the requirements of Railroad and Federal, State and local laws, rules and regulations. Contractor's work force must be trained and understand Roadway Worker Rules and Bridge Worker Safety Rules. All employees of Contractor who enter Railroad's property must meet the qualifications of a "Roadway Worker" as defined by the FRA, including all required training. Each Contractor work group must have a designated "Employee in Charge" capable of providing on track protection. Contractor's employees must also comply with all safety and operating rules of Railroad.

1.4 Zero Tolerance Policies

1.4.1 Drugs and Alcohol - Contractor shall enforce a zero-tolerance policy for drugs and alcohol in the work place. No person may enter Railroad property for any reason, or who is or appears to be, under the influence of alcohol or a controlled substance. Contractor shall prohibit its employees and the subcontractors from possessing and consuming alcoholic beverages, intoxicants, and controlled substances on or about Railroad.

1.4.2 Personal Protective Equipment (PPE) - Contractor shall enforce a zero-tolerance policy for failure of its employees and subcontractors to use required PPE. No person may enter Railroad property for any reason, without proper PPE. Contractor will be fully responsible to ensure that all of its employees, subcontractors and subcontractor's employees are provided with and wear hard hat compliant with the latest ANSI/ISEA for the type(s) of Work being performed, retroreflective orange vest, safety glasses and/or face shields, steel toe work boots and any other PPE required for the Work being performed.

1.5 Fitness of Track - Contractor shall ensure all Work, where the Contractor has disturbed the track, is fit for the safe passage of trains and at a minimum, meets the requirements of The FRA Track Safety Standards (49 CFR 213), for the Class of that track, at the end of each shift and/or before clearing for trains, unless specific advance approval, in writing, is provided by the Engineer. Contractor shall not expect Engineer approval of substandard Work to meet scheduling requirements or to clear the track at the designated time. These requirements in no way release the Contractor from the final quality requirements provided in the Specifications.

1.6 Bridge Worker Safety - Contractor will be fully responsible for having and implementing a Bridge Worker Safety program for all employees that may Work on or about a bridge structure as required by the FRA pursuant to 49 CFR 214. Contractor is responsible for having its people trained and equipped to manage its own Bridge Worker Safety Program while working on Railroad's property.

1.7 Sanitation - Contractor shall provide and maintain in a neat, sanitary condition such accommodations for the use of his employees as may be necessary to comply with the requirements and regulations of Federal, State, and Local Boards of Health or other authorities having jurisdiction.

- 1.8 Lighting** - It may be necessary that Contractor furnish and maintain lighting plants to conduct construction activities when the natural sunlight is not available, this cost is to be considered incidental Work.
- 1.9 Housekeeping** - Contractor shall be responsible to maintain the cleanliness of the Work site and all haul roads, private and public. Any waste, trash, or debris generated by Work shall be properly disposed of by Contractor. If haul vehicles are loaded in such a manner that materials cannot be hauled without debris being deposited on the roadways, Contractor shall take all steps necessary to clean the roadways of the material it has generated. When utilizing public facilities Contractor must comply with all rules and regulations that govern those facilities.
- 1.10 Silica Dust** - The Work site may contain free silica dust. Contractor shall take all necessary precautions to ensure that its employees and Subcontractors do not breathe such dust. Contractor's employees and Subcontractors shall never handle products containing silica dust or enter enclosed areas where silica dust may be present without proper NIOSH/MSHA approved respiratory protective equipment. Contractor acknowledges the above warnings and assumes responsibility and shall: (i) Communicate this warning in writing to its employees, contractors, agents, and invitees on the Work Site; and, (ii) Provide any equipment necessary for their protection.

Bid Proposal

KEPPEL AmFELS WATER LINE RELOCATION

Proposal to: Brownsville Navigation District
20000 S.H. 48
Brownsville, Texas 78521

Due Date: Before **11:00 A.M. C.D.T.; Tuesday, September 19, 2017.**

Proposal of _____ hereinafter called BIDDER, a corporation organized and existing under the laws of the State of _____, or a partnership or an individual doing business as _____.

To: The Brownsville Navigation District, Texas, hereinafter called OWNER.

Gentlemen:

The BIDDER, in compliance with your invitation for bids for the "**KEPPEL AmFELS WATER LINE RELOCATION**" project, having examined the drawings and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials and labor, hereby proposes to furnish all labor, materials and supplies, and to construct the project in accordance with the contract documents, within the time set forth herein, and at the attached unit prices. These price(s) are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part. These price(s) are firm and shall not be subject to adjustment provided this Proposal is accepted within ninety (90) days after the time set for receipt of proposals.

BIDDER hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" to be issued by the OWNER and to fully complete the project within 90 calendar days, as defined in the specifications. BIDDER further agrees to pay as liquidated damages, the sum of five hundred (\$500.00) dollars for each consecutive calendar day thereafter as hereinafter provided in Article 3 of the Agreement.

BIDDER agrees to perform all work for which he contracts as described in the specifications and as shown on the plans, for the attached unit prices:

SUBCONTRACTORS. The undersigned proposes that he will perform the majority of the work at the project site with his own forces and that specific portions of the work not performed by the undersigned will be subcontracted and performed by the following subcontractors.

Work Subcontracted	Name of Subcontractor
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

KEPPEL AMFELS WATER LINE RELOCATION

BIDDER Agrees to perform all the work described in the Contract Documents
for the following Unit Prices (which include any and all applicable taxes and fees):

September 19, 2017

WATER LINE IMPROVEMENTS:

#	DESCRIPTION	EST. QTY.	UNIT COST	AMOUNT
1	16" PVC DR-18 WATER PIPE	2,675 LF		
2	12" PVC DR-18 WATER PIPE	1,820 LF		
3	12" PVC DR-25 WATER PIPE	1,585 LF		
4	6" PVC DR-25 WATER PIPE	40 LF		
5	24" STEEL CASING UNDER ROAD, BORE & JACK	175 LF		
6	24" STEEL CASING UNDER RAIL, BORE & JACK	100 LF		
7	20" STEEL CASING UNDER RAIL, BORE & JACK	65 LF		
8	20" STEEL CASING UNDER ROAD, BORE & JACK	90 LF		
9	16" X 12" TEE, MECHANICAL JOINT/FLANGE	2 EA		
10	10" X 10" TEE, MECH. JOINT (WET CONN.)	1 EA		
11	16" RESILIENT-SEATED BUTTERFLY VALVE	3 EA		
12	12" RESILIENT-SEATED GATE VALVE	3 EA		
13	10" RESILIENT-SEATED GATE VALVE	1 EA		
14	8" RESILIENT-SEATED GATE VALVE	2 EA		
15	12" X 10" REDUCER, MECHANICAL JOINT	2 EA		
16	12" 90° ELBOW, MECHANICAL JOINT	2 EA		
17	12" 45° ELBOW, MECHANICAL JOINT	3 EA		
18	12" 22-½° ELBOW, MECHANICAL JOINT	3 EA		
19	12" 11-¼° ELBOW, MECHANICAL JOINT	1 EA		
20	16" X 8" CROSS	1 EA		
21	16" X 6" TEE	1 EA		
22	16" PLUG, MECHANICAL JOINT	2 EA		
23	FIRE HYDRANT W/VALVE & BOX	1 EA		
24	MAGNETIC DETECTION TAPE	6,085 LF		
25	TRENCH SAFETY SYSTEM PLAN & IMPLEMENT	1 LS		
26	BRG ROADWAY WORKER PROTECTION TRAINING	1 LS		
TOTAL BID FOR WATER LINE IMPROVEMENTS:				

TOTAL BASE BID FOR ALL WORK UNDER THIS CONTRACT:

NOTE: Cost for all connections (tie-ins) to existing water lines shall be included in other bid items, shall be subsidiary to such other bid items, and shall not be paid for separately.

BIDDER Acknowledges receipt of the following addenda:

Addendum No. 1

Addendum No. 2

Addendum No. 3

In case of discrepancy, the unit price amount shall govern.

The above included prices shall include all labor, materials, excavation, bailing, shoring, removal, backfill, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

BIDDER understands that the OWNER reserves the right to reject any or all bids and to waive any informalities in the bidding.

BIDDER agrees that this Bid shall be good and may not be withdrawn for a period of ninety (90) days after the scheduled closing time for receiving bids.

The undersigned hereby declares that only the persons or firms interested in the proposal as principal or principals are named herein, and that no other persons or firms than are herein mentioned have any interest in this Proposal or in the contract to be entered into; that this Proposal is made without connection with any other person, company, or parties likewise submitting a Bid or proposal; and that it is in all respects for and in good faith, without collusion or fraud.

Upon receipt of written notice of the acceptance of this Bid, BIDDER will execute the formal contract attached within ten (10) days and deliver the Performance and Payment Bonds and Insurance Certificates as required under the GENERAL CONDITIONS. The Bid security attached in the sum of _____ (\$ _____) is to become the property of the OWNER in the event the contract, bonds, and insurance certificates are not executed or delivered within the time above set forth, as mutually agreed to liquidated damages and not as a penalty for the delay and additional administrative expense to the OWNER caused thereby; otherwise the Bid security will be returned upon the signing of the contract and delivering the approved bonds and insurance certificates.

Respectfully submitted,

By: _____

Seal affixed here
if BID is by a
Corporation

Title

Address

Attest: _____