

SECTION 00806

CHANGE ORDER

No. 1

DATE OF ISSUANCE \_\_\_\_\_

EFFECTIVE DATE \_\_\_\_\_

OWNER St. Charles Parish Department of Waterworks

CONTRACTOR KASS Bros., Inc.

Contract: \_\_\_\_\_

Project: Cast Iron Replacement - Hwy 631, Boutte, La.

OWNER's Contract No. WWKS51

ENGINEER's Contract No. N/A

ENGINEER Danny J. Hebert, P.E., L.L.C.

You are directed to make the following changes in the Contract Documents:

Description: Time delay due to BNSF Railroad Permit July, 2009; - 18 calendar days. Weather delays due to the National Weather Service documented information: August 2009, 6 calendar days rain time; September, 2009, 8 calendar days rain time; and October, 2009, 3 calendar days rain time. Combined total of 35 calendar days.

Reason for Change Order: Contract time adjustment due to BNSF Railroad Permit dated July 31, 2009 and (Notice to Proceed on July 6, 2009) and inclement weather.

Attachments: (List documents supporting change)

CHANGE IN CONTRACT PRICE:
Original Contract Price \$ <u>794,821.00</u>
Net Increase (Decrease) from previous Change Orders No. ___ to ___: \$ <u>N/A</u>
Contract Price prior to this Change Order: \$ <u>794,821.00</u>
Net increase (decrease) of this Change Order: \$ <u>N/A</u>
Contract Price with all approved Change Orders: \$ <u>794,821.00</u>

CHANGE IN CONTRACT TIMES:
Original Contract Times: Substantial Completion: <u>November 2, 2009</u> Ready for final payment: <u>N/A</u> (days or dates)
Net change from previous Change Orders No. ___ to ___: Substantial Completion: <u>N/A</u> Ready for final payment: <u>N/A</u> (days)
Contract Times prior to this Change Order: Substantial Completion: <u>November 2, 2009</u> Ready for final payment: <u>N/A</u> (days or dates)
Net increase this Change Order: <u>35 calendar days</u> Substantial Completion: <u>December 7, 2009</u> Ready for final payment: <u>N/A</u> (days)
Contract Times with all approved Change Orders: Substantial Completion: <u>N/A</u> Ready for final payment: <u>N/A</u> (days or dates)

RECOMMENDED:

APPROVED:

ACCEPTED:

By: [Signature]  
ENGINEER (Authorized Signature)

By: [Signature]  
OWNER (Authorized Signature)

By: [Signature]  
CONTRACTOR (Authorized Signature)

Date: 10/19/09

Date: 11-9-09

Date: 10/19/09

EJCDC 1910-8-B (1996 Edition)

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America and the Construction Specifications Institute.

PIPELINE LICENSE

*Dated 10/7/09  
BNSF Permit*

THIS LICENSE ("License"), made as of the 31st day of July, 2009 ("Effective Date") by and between BNSF RAILWAY COMPANY, a Delaware corporation ("Licensor") and ST. CHARLES PARISH - DEPT. OF WATER WORKS, ("Licensee").

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree to the following:

GENERAL

1. Licensor hereby grants Licensee a non-exclusive license, subject to all rights, interests, and estates of third parties, including, without limitation, any leases, use rights, easements, liens, or other encumbrances, and upon the terms and conditions set forth below, to construct and maintain, in strict accordance with the drawings and specifications approved by Licensor as part of Licensee's application process (the "Drawings and Specifications"), one (1) Pipeline(s), twelve (12) inches in diameter inside an eighteen (18) inch steel casing ("PIPELINE"), across or along the rail corridor of Licensor at or near the station of Boutte, Parish of St. Charles, State of Louisiana, Line Segment 1281, Mile Post 23.91 and Mile Post 25.10 to 24.86, as shown on the attached Drawing No. 1-46520A and 1-46520B, dated May 26, 2009, attached hereto as Exhibit "A" and made a part hereof ("Premises").
2. Licensee shall not disturb any improvements of Licensor or Licensor's existing lessees, Licensees, easement beneficiaries or lien holders, if any, or interfere with the use of such improvements.
3. Licensee shall use the Premises solely for construction and maintenance of a PIPELINE in accordance with the Drawings and Specifications carrying potable water. Licensee shall not use the PIPELINE to carry any other commodity or use the Premises for any other purpose.

Licensee covenants that it will not handle or transport "hazardous waste" or "hazardous substances", as "hazardous waste" and "hazardous substances" may now or in the future be defined by any federal, state, or local governmental agency or body through the PIPELINE on Licensor's property. Licensee agrees periodically to furnish Licensor with proof, satisfactory to Licensor that Licensee is in such compliance. Should Licensee not comply fully with the above-stated obligations of this Section, notwithstanding anything contained in any other provision hereof, Licensor may, at its option, terminate this License by serving five (5) days' notice of termination upon Licensee. Upon termination, Licensee shall remove the PIPELINE and restore Licensor's property as herein elsewhere provided.

4. In case of the eviction of Licensee by anyone owning or claiming title to or any interest in the Premises, or by the abandonment by Licensor of the affected rail corridor, Licensor shall not be liable to refund Licensee any compensation paid hereunder, except for the pro-rata part of any recurring charge paid in advance, or for any damage Licensee sustains in connection therewith.