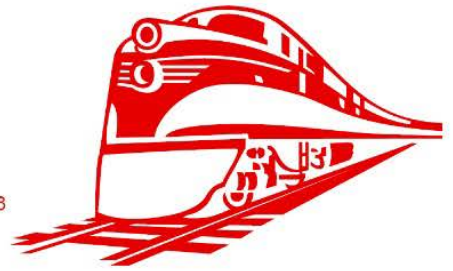




Rj Corman Railroad Group

A Limited Liability Holding Company
101 RJ Corman Drive • PO Box 788 • Nicholasville, KY 40340-0788
(859) 881-7521 • Fax: (859) 885-7804 • www.rjcorman.com



May 31, 2018

Please submit all inquiries and quotes to:
Jimmy Kelley, Funded Projects Coordinator
james.kelley@rjcorman.com, 859-881-6637 phone, 859-881-2696 fax

R. J. Corman Railroad Company / Pennsylvania Lines has received a grant from the Pennsylvania Department of Transportation under their Rail Freight Transportation Program (RTAP).

R.J. Corman Railroad Company / Pennsylvania Lines invites you to quote on the following items:

Tie Disposal

Tie Removal and Disposal in Clearfield, PA.

- **Removal and disposal of 7,162 ties (approximately 645 tons).**
- **Please quote a disposal price per ton that includes the haul and landfill rate. All arrangements for proper disposal at a certified landfill will be the responsibility of the selected contractor.**
- **Please note that contractor will be responsible for unloading the ties from Gondolas onsite in Clearfield PA yard.**
- **Will be required to enter into Subcontractor Agreement (Exhibit A).**
- **Anticipated start date is July 2018.**
- **Must provide weekly documentation of the disposal tickets provided by landfill.**
- **RJ Corman reserves the right to reject any and all quotes.**

**** Quotes due by June 15th, 2018 at 5PM EST / Reference Project 2016 RTAP
Please hold quotes valid for 90 days**

The selected vendor will be required to provide their Commonwealth Vendor Number for Pennsylvania and to be registered with the Commonwealth Vendor Management Unit.
How do I find out if I have a Vendor Number? Contact Customer Services Call Center at (877) 435-7363 (toll free), option 1.
Registration is done by going to: <https://pasupplierportal.state.pa.us/irj/portal/anonymous>

SUBCONTRACT AGREEMENT

THIS AGREEMENT made this DATE by and between R.J. CORMAN RAILROAD COMPANY / PENNSYLVANIA LINES ("CONTRACTOR"), with an address of PO Box 788, Nicholasville, KY 40340 and ("SUBCONTRACTOR"), with an address of _____.

WHEREAS, CONTRACTOR has received an award from Pennsylvania Department of Transportation as part of the RTAP program.

WHEREAS, CONTRACTOR desires that SUBCONTRACTOR provide certain equipment, labor, materials, supplies, and supervision to complete all work according to the Scope of Work.

NOW THEREFORE, the parties hereto agree as follows:

1. SCOPE OF WORK:

Proper removal of 7,162 ties (approximately 645 tons) from CONTRACTOR'S property. Scale tickets must be provided for all truckloads leaving CONTRACTOR property. Scale tickets must be provided to CONTRACTOR each week following removal from property and must be provided as backup to SUBCONTRACTOR invoice. Ties will be available for unloading at Clearfield, PA yard. SUBCONTRACTOR will be responsible for unloading the ties from Gondolas onsite. SUBCONTRACTOR must be registered with the Commonwealth Vendor Management Unit and provide their Commonwealth Vendor number.

2. PAYMENT TERMS:

CONTRACTOR shall pay the SUBCONTRACTOR'S invoices within 30 days of receipt of same. Scale tickets must be provided as backup for all billed services. Payment of SUBCONTRACTOR'S invoice will not be made until corresponding scale tickets are provided. Rates will be as agreed upon in the SUBCONTRACTOR'S quote as shown on Exhibit B and made part of this agreement.

3. SCHEDULE OF WORK:

TBD

4. WARRANTY:

4.1 The SUBCONTRACTOR warrants that the work will comply with the requirements set forth in this contract and related plans, that all workmanship, fabrication, material, installation and erection will be free from defects, of merchantable quality, and, for materials furnished by the SUBCONTRACTOR which the contract does not specify by product name and/or manufacturer, suitable for the intended purpose.

4.2 All workmanship, fabrication, material and installation which breaches this warranty will be repaired, replaced or otherwise corrected by SUBCONTRACTOR at the work site or at such location as may be designated by CONTRACTOR without any cost or expense to CONTRACTOR within a period of one year.

5. SAFETY AND REGULATORY COMPLIANCE:

All services provided by SUBCONTRACTOR shall be in compliance with all applicable state and federal laws and regulations. Safety glasses, hardhats and steel toed boots must be worn and any other safety equipment applicable to the type of work described in the scope of work.

6. CLEAN UP:

All clean-up of materials, tools, trash, etc., resulting from work under this contract must be accomplished daily by the SUBCONTRACTOR and trash removed from the premises. Trash and debris not cleaned up within 24 hours, after notice in writing is given to the SUBCONTRACTOR'S foreman by the CONTRACTOR'S superintendent, will be cleaned up by the CONTRACTOR and the cost of the clean-up will be back charged to the SUBCONTRACTOR.

7. INSURANCE:

SUBCONTRACTOR shall maintain the following insurance and be fully compliant with State Bureau of Workers Compensation requirements:

- i. Worker's Compensation Insurance in the amount of FIVE HUNDRED THOUSAND AND NO/100 (\$500,000.00) or statutory limits.
- ii. Automobile liability insurance in the amount of FIVE HUNDRED THOUSAND AND NO/100 (\$500,000.00) per occurrence; and
- iii. Commercial General Liability insurance in the amount of ONE MILLION AND NO/100 (\$1,000,000.00) per occurrence.

SUBCONTRACTOR will provide proof of insurance.

8. INDEMNIFICATION:

SUBCONTRACTOR agrees to and does hereby indemnify and hold harmless CONTRACTOR from and against any and all loss, cost, expense, claim and liability (including but not limited to attorney's fees) resulting from the loss of life or personal injury to any person or loss of or damage to any property arising from, incident to or occurring in connection with the performance of the Work by SUBCONTRACTOR.

9. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS:

The SUBCONTRACTOR agrees to comply with all applicable federal, state, and local laws in the conduct of the work hereunder. SUBCONTRACTOR accepts full responsibility for payments of all unemployment compensation, insurance premiums, workers' compensation premiums, all income tax deductions, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by the SUBCONTRACTOR on the performance of the work authorized by this Agreement.

10. DISCRIMINATION:

10.1 Discrimination. Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability) is prohibited. During the performance of this contract, the SUBCONTRACTOR agrees as follows:

- i. The SUBCONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The SUBCONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The SUBCONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- ii. The SUBCONTRACTOR will, in all solicitations or advancements for employees placed by or on behalf of the SUBCONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- iii. The SUBCONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's

Exhibit A

essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the SUBCONTRACTOR'S legal duty to furnish information.

- iv. The SUBCONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the SUBCONTRACTOR'S commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- v. The SUBCONTRACTOR will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- vi. The SUBCONTRACTOR will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- vii. In the event of the SUBCONTRACTOR'S noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- viii. Pursuant to federal regulations promulgated under the authority of the Americans with Disabilities Act, 28 CFR § 35.101 et seq., the SUBCONTRACTOR understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this agreement or from activities provided for under this agreement. As a condition of accepting and executing this agreement, the SUBCONTRACTOR agrees to comply with the "General Prohibitions Against Discrimination," 28 CFR § 35.130, and all other regulations promulgated under Title II of the Americans with Disabilities Act which are applicable to the benefits, services, programs, and activities provided by the CONTRACTOR.

11. TERMINATION:

This Agreement may be terminated by either party upon fifteen (15) days written notice of termination in the event of either party's default of the terms of this Agreement.

12. INDEPENDENT CONTRACTOR:

Nothing contained in this Agreement shall create or be construed as creating a partnership, joint venture or employment relationship between CONTRACTOR and SUBCONTRACTOR. Neither CONTRACTOR nor SUBCONTRACTOR shall be liable, except as otherwise expressly provided in this Agreement, for any obligations or liabilities incurred by the other. Notwithstanding any other provision in this Agreement, SUBCONTRACTOR is solely responsible for the conduct of its operations and employees and CONTRACTOR shall have no right to control or supervise any of SUBCONTRACTOR'S operations or employees.

13. CHANGES:

Exhibit A

If CONTRACTOR directs a change to the Work, SUBCONTRACTOR will be entitled to an adjustment for additional time and materials spent. Change Orders shall only be valid when submitted to CONTRACTOR in writing and agreed to by both parties.

14. BINDING EFFECT:

This Agreement shall insure to the benefit of and be binding upon the parties hereto and their respective successors, assigns and personal representatives.

15. SEVERABILITY:

If any provision of this Agreement is invalid or unenforceable, the remainder of the Agreement shall not be affected thereby.

16. LIENS

SUBCONTRACTOR shall promptly pay all further subcontractors, and CONTRACTOR may require proof of such payment and/or lien waivers as a condition of making any payment which would otherwise be payable to SUBCONTRACTOR under this Agreement. At CONTRACTOR's option, CONTRACTOR may pay any of SUBCONTRACTOR'S further subcontractors who remain unpaid and deduct the amount of any such payment(s) from any payments which would otherwise be payable to SUBCONTRACTOR under this Agreement.

17. GOVERNING LAW:

The provisions of this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

Witness:

R.J. CORMAN RAILROAD COMPANY/PENNSYLVANIA LINES

By: _____

Title: _____

Witness:

COMPANY

By: _____

Title: _____