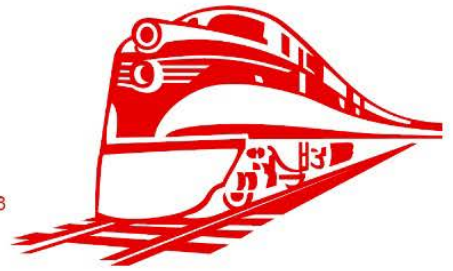




Rj Corman Railroad Group

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



January 8, 2018
Page 1 of 2

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:

- **Asphalt Paving Quote** - **Various Locations - See List**
 - Require pricing PER TON based on list included with invitation – 20 tons. Estimated 15 tons base and 5 tons surface.
 - Require 6" - 8" compaction at each crossing in three separate compacted lifts (2 base 2-3 inches each and a surface lift). All lifts compacted with a vibratory roller.
 - Must be able to key edge where determined.
 - RJ Corman intends to make a flush saw cut at each crossing but reserves the right to request paving contractor to mill and sweep if conditions so require. Please include pricing as a separate line item on a per foot basis for this portion.
 - Require supplier to provide Pennsylvania state approved mixes and design criteria for both surface and base mixes.
 - Pennsylvania Publication 408 applies – Section 309 for HMA base and Section 409 for HMA Wearing.
 - Will be required to enter into a Subcontractor Agreement. (See Attachment A)
 - Subcontractor must adhere to nondiscrimination/sexual harassment clause. In addition, provisions concerning the "Americans with Disabilities Act." (See Attachment B)
 - The Subcontractor must comply with 49 CFR Part 219, Control of Alcohol and Drug Use: Coverage of Maintenance of Way (MOW) and Retrospective Regulatory Review-Based Amendments which become into effect June 12, 2017. Contact Heidi Caudill with any questions: 859-881-6624 or heidi.caudill@rjcorman.com. (See Attachment C)
 - Anticipated project start of March or April 2018.
 - RJ Corman reserves the right to reject any or all quotes.

**** Quotes due by 01/19/2018 by 5PM EST / Reference Project: 2016 RTAP Crossing**
Please hold quotes valid for 90 days

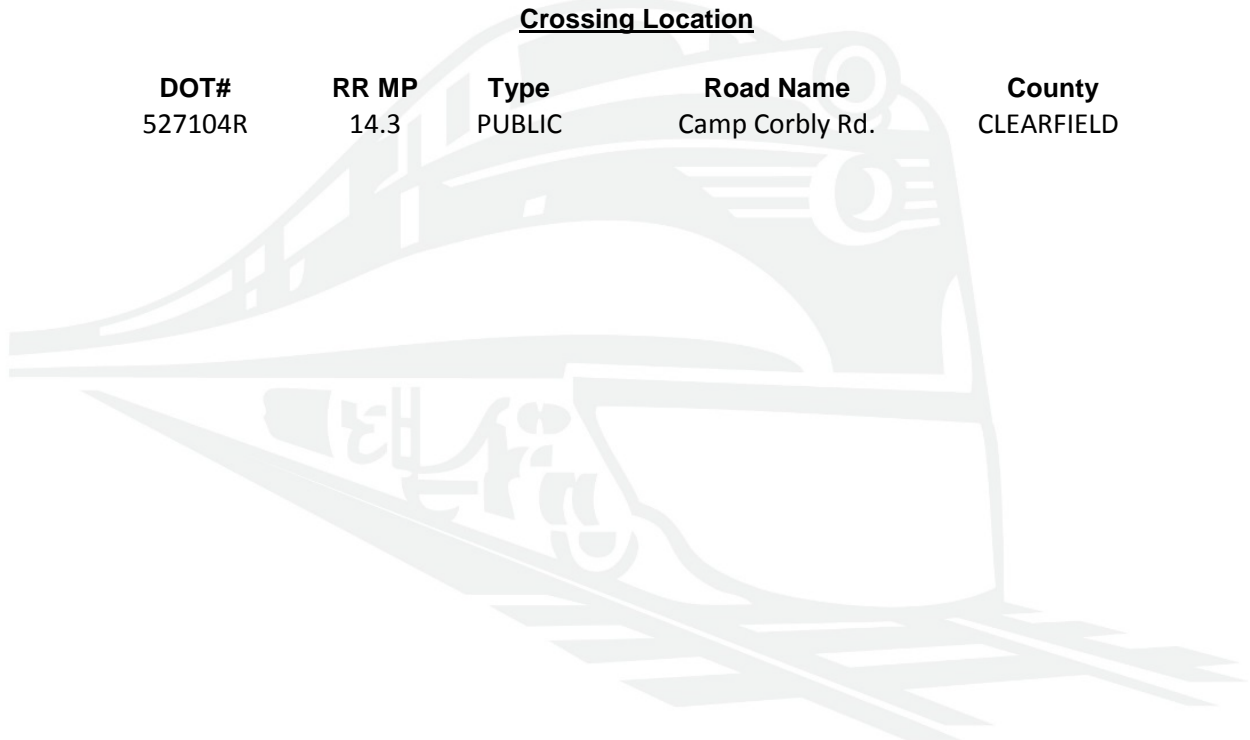
The selected vendor will be required to provide their Commonwealth Vendor Number for Pennsylvania and to be registered with the Commonwealth Vendor Management Unit.
How do I find out if I have a Vendor Number? Contact Customer Services Call Center at (877) 435-7363 (toll free), option 1.
Complete registration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

Vendor must provide certificate of insurance with the following coverage:

- A. Commercial General Liability coverage at their sole cost and expense with limits of not less than \$1,000,000 in combined single limits for bodily injury and/or property damage per occurrence, and such policies shall name RJ Corman Railroad Company/Pennsylvania Lines as an additional insured. Policy should not have any exclusion for work being done within 50' of a railroad track.
- B. Statutory Worker's Compensation and Employers Liability Insurance
- C. Commercial automobile liability insurance with limits of not less than \$500,000 combined single limit for bodily injury and/or property damage per occurrence.

Such policies shall designate RJ Corman Railroad Company/Pennsylvania Lines as an additional insured.

| <u>Crossing Location</u> | | | | |
|--------------------------|-------|--------|-----------------|------------|
| DOT# | RR MP | Type | Road Name | County |
| 527104R | 14.3 | PUBLIC | Camp Corbly Rd. | CLEARFIELD |



SUBCONTRACT AGREEMENT

THIS AGREEMENT made 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:

The scope of Work ("Work") will be asphalt paving for one railroad crossing. All work and material installation is to be performed in accordance with the invitation to quote as shown on Exhibit A and made part of this agreement. All material must meet AREMA specifications. SUBCONTRACTOR must be registered with the Commonwealth Vendor Management Unit and provide their Commonwealth Vendor number. The work performed under this agreement by laborers, mechanics and apprentices employed by any SUBCONTRACTOR is subject to the Pennsylvania Prevailing Wage Act, Act of August 15, 1961, P.L. 987, as amended, 43 P.S. § 165-1 – 165-17, and all such workmen shall be paid the prevailing minimum wage as determined by the Department of Labor and Industry.

2. PAYMENT TERMS:

CONTRACTOR shall pay the SUBCONTRACTOR'S invoices within 30 days of receipt of same. 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:

Camp Corbly Rd. (DOT 527104R) Clearfield County DATE 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. CONTROL OF ALCOHOL AND DRUG USE

The Subcontractor must comply with 49 CFR Part 219, Control of Alcohol and Drug Use: Coverage of Maintenance of Way (MOW) and Retrospective Regulatory Review-Based Amendments which become into effect June 12, 2017. Contact Heidi Caudill with any questions: 859-881-6624 or heidi.caudill@rjcorman.com.

11. 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 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.

12. 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.

13. 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.

14. CHANGES:

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.

15. 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.

16. SEVERABILITY:

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

17. 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.

18. PROJECT RECORDS

SUBCONTRACTOR will permit the State Departments and/or the State Auditors to inspect all work, materials, payrolls, and other data and records with regard to the Project and to audit all books, records, and accounts pertaining to the Project including books, documents, papers, accounting records, and such other evidence either in hard copy or electronic form as may be appropriate to substantiate costs incurred under this Agreement. Further, the SUBCONTRACTOR shall make such materials available at its office at all reasonable times during the contract period, and for three (3) years respectively or until all audit exceptions have been resolved, whichever is longer, from the date of final payment under this project specific Agreement, for inspection and audit by the Department and/or any authorized representatives. The SUBCONTRACTOR shall permit the Department and/or the State Auditor full access to the Project site before, during, and after construction.

19. 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: _____

Date: _____

Witness:

SUBCONTRACTOR

By: _____

Title: _____

Date: _____

EXHIBIT F

NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE [Grants]

The Grantee agrees:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the grant agreement or any subgrant agreement, contract, or subcontract, the Grantee, a subgrantee, a contractor, a subcontractor, or any person acting on behalf of the Grantee shall not discriminate in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
2. The Grantee, any subgrantee, contractor or any subcontractor or any person on their behalf shall not in any manner discriminate in violation of the PHRA and applicable federal laws against or intimidate any of its employees.
3. The Grantee, any subgrantee, contractor or any subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the grant services are performed shall satisfy this requirement.
4. The Grantee, any subgrantee, contractor or any subcontractor shall not discriminate in violation of the PHRA and applicable federal laws against any subgrantee, contractor, subcontractor or supplier who is qualified to perform the work to which the grant relates.
5. The Grantee and each subgrantee, contractor and subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. The Grantee and each subgrantee, contractor and subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers subject to *Title VII of the Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Grantee, any subgrantee, any contractor or any subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including

EEO-1 reports, and permit access to their books, records, and accounts by the granting agency and the Bureau of Small Business Opportunities (BSBO), for the purpose of ascertaining compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause.

6. The Grantee, any subgrantee, contractor or any subcontractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subgrant agreement, contract or subcontract so that those provisions applicable to subgrantees, contractors or subcontractors will be binding upon each subgrantee, contractor or subcontractor.
7. The Granter's and each subgrantee's, contractor's and subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the grant agreement through the termination date thereof. Accordingly, the Grantee and each subgrantee, contractor and subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the grant agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.
8. The Commonwealth may cancel or terminate the grant agreement and all money due or to become due under the grant agreement may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the granting agency may proceed with debarment or suspension and may place the Grantee, subgrantee, contractor, or subcontractor in the Contractor Responsibility File.

EXHIBIT E

PROVISIONS CONCERNING THE *AMERICANS WITH DISABILITIES ACT*

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, supplier, or grantee, who will furnish or perform or seeks to furnish or perform, goods, supplies, services, construction or other activity, under a purchase order, contract, or grant with the Commonwealth of Pennsylvania (Commonwealth).

During the term of this agreement, the contractor agrees as follows:

1. Pursuant to federal regulations promulgated under the authority of the *Americans with Disabilities Act*, 28 C. F. R. § 35.101 *et seq.*, the contractor 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 contractor agrees to comply with the "*General Prohibitions Against Discrimination*," 28 C. F. R. § 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 Commonwealth through contracts with outside contractors.
2. The contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth as a result of the contractor's failure to comply with the provisions of paragraph 1.



Dear Valued Contractor,

As you may know, the Federal Railroad Administration (FRA) recently revised its drug and alcohol testing rule (49 CFR Part 219) to cover railroad employees and contractors (including subcontractors) whose employees perform Maintenance of Way (MOW) work. Pursuant to Part 219, a MOW employee is defined as a Roadway Worker, which the FRA has determined shall include:

Any employee of a railroad, or of a contractor to a railroad, whose duties include inspection, construction maintenance or repair of railroad track, bridges, roadway, signal and communication systems, electric traction systems, roadway facilities or roadway maintenance machinery on or near track or with the potential of fouling a track, and flagmen and watchmen/lookouts as defined in this section

You are receiving this letter because our records indicate that your employees, which may include employees of your subcontractors, perform maintenance of way work for one or more of the operating subsidiaries of R. J. Corman Railroad Group, LLC (collectively "R. J. Corman") under conditions making them subject to Part 219. The regulation can be found in the Federal Register at the following citation: 81 Federal Register 37894 (June 10, 2016) or <https://www.federalregister.gov/d/2016-13058>.

The revised Part 219 becomes effective on June 12, 2017. After that date, RJC will only be able to utilize contractors and subcontractors who have complied with Part 219 to perform MOW work.

Contractors whose employees perform MOW work are required to conduct post-accident, reasonable suspicion, reasonable cause, and random drug and alcohol testing of employees who perform MOW works for RJC. You should review Part 219 to become familiar with all the requirements, but please note the following:

- Before an employee can be assigned to perform MOW work for RJC, the contractor must verify to RJC that the employee has a negative DOT drug test on file with the contractor: and
- A contractor whose employees perform MOW work for RJC must have a compliance program (including a random drug and alcohol testing program) that meets the requirements of the regulation. A contractor can choose to establish its own program or contract with a consortium to administer its program. FRA has developed model drug and alcohol plans. The model program for contractors is currently available on the FRA web site.
- Keep in mind that your subcontractors whose employees perform MOW work for RJC must also meet the requirements of Part 219. R. J. Corman will ask that you submit a list of subcontractors that you would like to use to perform MOW work for, or on behalf of, R. J. Corman.

Thank you,

Heidi Caudill
Certified Designated Employer Representative
859-881-6624

Railpower, LLC • R. J. Corman Equipment Company, LLC • R. J. Corman Railroad/Ashland, LLC • R. J. Corman Railroad Company/Allentown Lines, Inc.
R. J. Corman Railroad Company/Bardstown Line • R. J. Corman Railroad Company/Carolina Lines, LLC • R. J. Corman Railroad Company/Central Kentucky Lines, LLC
R. J. Corman Railroad Company/Cleveland Line, Inc. • R. J. Corman Railroad Company/Material Sales • R. J. Corman Railroad Company/Memphis Line
R. J. Corman Railroad Company/Pennsylvania Lines, Inc. • R. J. Corman Railroad Company/Tennessee Terminal, LLC • R. J. Corman Railroad Company/Texas Lines, LLC
R. J. Corman Railroad Company/Western Ohio Line, Inc. • R. J. Corman Railroad Services, LLC • R. J. Corman Distribution Centers, LLC • R. J. Corman Railroad Group, LLC
R. J. Corman Railroad Switching Company, LLC • R. J. Corman Real Estate, LLC • R. J. Corman Restaurant Corporation • R. J. Corman Signaling, LLC • Roadway Worker Training, LLC