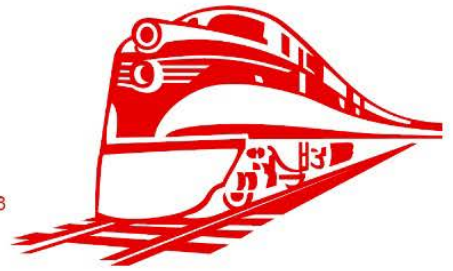




# RJ Corman Railroad Group

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](http://www.rjcorman.com)



2/8/2018

Please submit all inquiries and bids to:  
Jimmy Kelley, Funded Projects Coordinator  
[James.Kelley@rjcorman.com](mailto:James.Kelley@rjcorman.com), 859-881-6637 phone, 859-881-2696 fax

R.J. Corman Railroad Company / Western Ohio Lines has received funding from the ORDC and invites you to bid on the following item:

- **Asphalt Paving Bid** - **Staeger Rd. (DOT 477009F)**
  - Require pricing PER TON – **\*\*ESTIMATED** quantity needed: **90 tons** of asphalt. State approved asphalt mix designs are to be used.
  - 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.
  - Concrete crossings will have an approximate area of 3 feet for each side of the concrete to be paved. Asphalt typical depth will be 8 inches throughout.
  - Must be an **ODOT-certified asphalt contractor** for all asphalt approach work and to conform to ODOT's standard drawing BP-3.1:  
[http://www.dot.state.oh.us/Divisions/Engineering/Pavement/Standard%20Drawings%20PDF/BP-3.1\\_7-18-2014.pdf](http://www.dot.state.oh.us/Divisions/Engineering/Pavement/Standard%20Drawings%20PDF/BP-3.1_7-18-2014.pdf)
  - Will be required to enter into subcontractor agreement. (See Attachment A)
  - 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](mailto:heidi.caudill@rjcorman.com). (See Attachment B)
  - Subcontractor must adhere to nondiscrimination/sexual harassment clause. In addition, provisions concerning the "Americans with Disabilities Act."
  - Anticipated project start date of Spring 2018.
  - RJ Corman reserves the right to reject any or all proposals.

**\*\* Bid due by 2/23/2018 at 5PM EST \*\* Reference Job:**  
**Staeger Road Crossing Project**  
**Please hold bids valid for 90 days**

**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/ Western Ohio 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/Western Ohio Lines as an additional insured.

Road Name	County	MP	DOT	Length
Staeger Road	Mercer	117.4	477009F	36' TF

## SUBCONTRACT AGREEMENT

THIS AGREEMENT made **DATE** by and between R.J. CORMAN RAILROAD COMPANY / WESTERN OHIO 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 Ohio Rail Development Commission.

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.

**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:**

Staeger Road (477009F)                      Mercer 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 State of Ohio.

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

Witness:

\_\_\_\_\_

R.J. CORMAN RAILROAD COMPANY/WESTERN  
OHIO LINES

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Witness:

\_\_\_\_\_

SUBCONTRACTOR

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_





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