



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

3/19/2019

Please submit all inquiries and bids to:
Bradley McLennan, Funded Projects Administrator
bradley.mclennan@rjcorman.com , 859-881-2352 phone

R.J. Corman Railroad Company/Memphis Line has received funding from the state government to perform work under the Kentucky Railroad Crossing Improvement Program. R.J. Corman Railroad Company/Memphis Line invites you to bid on the following item:

- **Asphalt Paving Bid - SR41 Crossing Rehab (DOT 344543S)**
 - Require pricing PER TON ****ESTIMATED** quantity needed: **200 tons** of asphalt. State approved asphalt mix designs are to be used. Mill edge required and a pricing for the milling will be needed 25' from the crossing and tack coat to be applied on all bonding surfaces.
 - The header area between the rails shall be filled with asphalt base mix, place in a maximum of 3-inch lifts. Each lift shall be compacted a 4.5-ton dual vibratory roller compaction (minimum size).
 - The base asphalt shall be left 1 inch below the panel to allow for the asphalt surface mix lift.
 - The road approaches shall be milled allowing for a 1-inch surface mix asphalt overlay. The approaches shall be swept, washed, and coated with an asphalt tack solution to aid in bonding. The approaches shall be paved at least 25' from the face of the rail on both sides.
 - The surface asphalt shall be vibratory rolled with at a minimum, an 8-ton dual vibratory roller.
 - **MUST BE KYTC PREQUALIFIED CONTRACTOR.**
 - Will be required to enter into subcontractor agreement. (See Attachment A)
 - Anticipated project start date is June 2019.
 - RJ Corman reserves the right to reject any or all proposals.
 - The subcontractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, sexual orientation, gender identity, age, or disability. Such actions shall include, but not limited to the following: employment, upgrading, demotion or transfer, recruiting or advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.
 - Subcontractor must comply with provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity.
 - 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 at 859-881-6624 or heidi.caudill@rjcorman.com.
 - Subcontractors must be FRA Qualified – 49 CFR Part 214, Railroad Workplace Safety.

**** Bid due by 3/29/2019 5PM EST ****
Reference Job: SR 41 Crossing Rehab
Please hold bids valid for 90 days

Vendor must provide certificate of insurance with the following coverage:

- Worker's Compensation Insurance as required by law.
- Automobile liability insurance in the amount of FIVE HUNDRED THOUSAND AND NO/100 (\$500,000) per occurrence; and
- Commercial General Liability insurance in the amount of TWO MILLION AND NO/100 (\$2,000,000) per occurrence, with no exclusion of railroad liability, contractual or otherwise, from its coverage.
- R.J. Corman Railroad Company shall be named as an additional insured.

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

- If SUBCONTRACTOR'S insurance does not have railroad liability coverage a Railroad Protective Liability policy must be purchased with limits of TWO MILLION AND NO/100 (\$2,000,000) per occurrence and SIX MILLION AND NO/100 (\$6,000,000) aggregate naming R.J. Corman Railroad Company, LLC as the insured.

Road Name	County	MP	DOT	Length
SR 41	Todd	F 164	344543S	36' TF



SUBCONTRACT AGREEMENT

THIS AGREEMENT made _____, 20__ by and between R.J. CORMAN RAILROAD COMPANY/MEMPHIS LINE, LLC (“CONTRACTOR”), with an address of PO Box 788, Nicholasville, KY 40340 and _____ (“SUBCONTRACTOR”), with an address of _____

WHEREAS, CONTRACTOR has entered into a Memorandum of Agreement (the “Agreement”) with The Commonwealth of Kentucky, Transportation Cabinet, to perform, primarily through its own forces, crossing rehabilitations and improvements on its right-of-way through the grant of a Kentucky Railroad Crossing Improvement (KRCI) Program, 1900001299 – SR41 Rehabilitation, USDOT 344543S (the “Project”).

WHEREAS, CONTRACTOR desires to contract with SUBCONTRACTOR for SUBCONTRACTOR to provide all equipment, labor, materials, supplies, and supervision to complete a portion of the Project in accordance with the plans, specifications and requirements of the Agreement and more particularly to the Scope of Work set out below.

WHEREAS, SUBCONTRACTOR desires to contract with CONTRACTOR for SUBCONTRACTOR to provide all equipment, labor, materials, supplies, and supervision to complete a portion of the Project in accordance with the plans, specifications and requirements of the Agreement and more particularly to the Scope of Work set out below.

NOW THEREFORE, the parties hereto agree as follows:

1. SCOPE OF WORK:

The Scope of Work (the “Work”) to be performed by SUBCONTRACTOR is _____ . All Work and material installation is to be performed in accordance with the Agreement and CONTRACTOR’S Invitation to Bid (ITB), a copy of which is Exhibit A and is made part of this Agreement.

2. PAYMENT TERMS:

CONTRACTOR shall pay the undisputed portions of each of SUBCONTRACTOR’S invoices with required deliverables within 30 days of receipt of same. All payments will be based upon the applicable unit quantity rates or lump sum amount set out in SUBCONTRACTOR’S Bid made in response to CONTRACTOR’S Invitation to Bid, a copy of which is Exhibit B and is made part of this Agreement, provided, however that the total amount payable under this Agreement shall not exceed the bid.

3. SCHEDULE OF WORK:

_____.

4. WARRANTY:

4.1 CONTRACTOR warrants for the longer of CONTRACTOR’S warranty under the Agreement or a period of one year following the date of acceptance of the Project, that the Work will comply with the requirements set forth in the Agreement and related plans, that all workmanship, fabrication, material, installation and erection will be free from defects, of merchantable quality, and, for materials furnished by SUBCONTRACTOR which the Agreement 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 30 days from notice to SUBCONTRACTOR of such breach.

5. SAFETY AND REGULATORY COMPLIANCE:

All services provided by SUBCONTRACTOR shall be in compliance with all applicable state and federal laws and regulations. Personal protective equipment, including but not limited to, safety glasses, hardhats, steel toed boots and reflector vests must be worn by all personnel on the Project site as required by said laws and regulations. SUBCONTRACTOR must be FRA Qualified – 49 CFR Part 214, Railroad Workplace Safety.

6. CLEAN UP:

SUBCONTRACTOR shall remove all trash, debris, scrap, packing, shipping and similar materials generated by but not incorporated into the Work each day before leaving the Project site. All such materials not removed within 24 hours following notice to do so is given to SUBCONTRACTOR by CONTRACTOR will be removed by CONTRACTOR at the cost of and charged to SUBCONTRACTOR.

7. INSURANCE:

SUBCONTRACTOR shall maintain the following insurance and shall also be fully compliant with all applicable Workers Compensation requirements:

- i. Worker's Compensation Insurance as required by law.
- 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 TWO MILLION AND NO/100 (\$2,000,000.00) per occurrence, with no exclusion of railroad liability, contractual or otherwise, from its coverage.
- iv. R.J. Corman Railroad Company shall be named as an additional insured.
- v. If SUBCONTRACTOR'S insurance does not have railroad liability coverage a Railroad Protective Liability policy must be purchased with limits of TWO MILLION AND NO/100 (\$2,000,000.00) per occurrence and SIX MILLION AND NO/100 (\$6,000,000.00) aggregate naming R.J. Corman Railroad Company, LLC as the insured.

SUBCONTRACTOR will be required to provide proof of insurance.

8. INDEMNIFICATION:

SUBCONTRACTOR will defend, 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., excepting only such claims as are based in whole or in part on CONTRACTOR'S gross negligence or willful wrongful act or omission.

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

SUBCONTRACTOR will comply with all applicable federal, state, and local laws in the conduct of the Work. SUBCONTRACTOR is fully and solely responsible for payment 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 persons and entities engaged by SUBCONTRACTOR in the performance of the Work.

10. CONTROL OF ALCOHOL AND DRUG USE:

SUBCONTRACTOR shall comply, and shall be fully and solely responsible for compliance by all individuals present on the Project site by or through engagement by SUBCONTRACTOR, with all applicable state and federal statutes and regulations in any manner relating to drug or alcohol use before or during presence on the Project site, including, but not limited to 49 CFR Part 219 including Retrospective Regulatory Review-Based Amendments which came into effect June 12, 2017 and all regulations of similar purpose and import, as then currently enforced and applied. Contact Heidi Caudill with any questions: 859-881-6624.

11. DISCRIMINATION:

Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. During the performance of this Agreement, 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, age, disability, 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, age, disability, 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, age, disability, 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 SUBCONTRACTOR 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.

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:

Changes to the Work shall be made only by written Change Order, executed by both CONTRACTOR and SUBCONTRACTOR, and any change in SUBCONTRACTOR'S compensation by reason of any change in the Work shall be as stated in the Change Order directing that change.

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 CONTRACTOR and any state or federal agency providing funding for the Project 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, SUBCONTRACTOR shall make such materials available at its office at all reasonable times during the Agreement 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 any such agency SUBCONTRACTOR shall permit any such agency full access to the Project site at all times during which SUBCONTRACTOR has access to the site.

19. GOVERNING LAW:

The provisions of this Agreement shall be governed by and construed in accordance with the laws of the State in which the Project is located and by all federal laws and regulations applicable to the Work or the performance of the same.

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

Witness:

R.J. CORMAN RAILROAD COMPANY/MEMPHIS LINE,
LLC

By: _____

Title: _____

Date: _____

Witness:

[NAME OF SUBCONTRACTOR]

By: _____

Title: _____

Date: _____

SAMPLE