



**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

11/21/2019

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

R. J. Corman Railroad Company / Pennsylvania Lines has received a grant from the Pennsylvania Department of Transportation under the Rail Transportation Assistance Program (RTAP) to perform rehabilitation on its right-of-way.

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

Tie Removal and Disposal

- Removal and disposal of approximately 31,267 ties (3,126 tons) total – see various pickup locations below. All counts and tonnage are estimated amounts.
 - Curwensville, PA (Fernduff Rd. off Highway 8798) – approximately 3,720 ties (372 tons)
 - Clearfield, PA (650 Corman Way) – approximately 6,270 ties (627 tons)
 - Oseloa Mills, PA (Spring St.) – approximately 8,522 ties (852 tons)
 - Cherry Tree, PA (356-462 Stiffertown Rd) – approximately 12,755 ties (1,275 tons)
- Please bid 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 subcontractor.
- Describe the process to be used in disposing of materials.
- Subcontractor must provide all equipment and labor to properly dispose of ties.
- Weigh ticket and/or disposal ticket documentation must be provided as backup to invoices.
- Provide an available start date.
- Please hold bid valid for 90 days.
- Subcontractor will be subject to the provisions and requirements of Attachments A and B (see attached).
- Must enter into a Subcontract Agreement prior to performing work. (Attachment C).
- RJ Corman reserves the right to reject any and all bids.

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>

Subcontractor shall maintain the following insurance and shall also be fully compliant with all applicable Workers Compensation requirements (proof of insurance will be required):

- 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 ONE MILLION AND NO/100 (\$1,000,000.00) 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 name R.J. Corman Railroad Company, LLC as the insured.

Bids due by December 9, 2019 at 5PM EST / Reference Project 2017 RTAP Tie Disposal

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.

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 by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or 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 by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any of its employees.
3. Neither the Grantee nor any subgrantee nor any contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under the grant agreement, subgrant agreement, contract or subcontract.
4. Neither the Grantee nor any subgrantee nor any contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the *Public Employee Relations Act*, *Pennsylvania Labor Relations Act* or *National Labor Relations Act*, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
5. The Grantee, any subgrantee, contractor or any subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing 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 for employees with an established work site.
6. The Grantee, any subgrantee, contractor or any subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or 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.
7. 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

Attachment B

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 Diversity, Inclusion and Small Business Opportunities for the purpose of ascertaining compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause.

8. 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.
9. 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.
10. 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.

SUBCONTRACT AGREEMENT

THIS AGREEMENT made _____, 20__ 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 entered into a contract with the Pennsylvania Department of Transportation to perform, primarily through its own forces, certain rehabilitation and improvements on its right-of-way through the grant of a Rail Transportation Assistance Program (RTAP) Project, contract 631753 (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 Contract 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 disposal is to be performed in accordance with the Contract and CONTRACTOR'S Invitation to Bid, a copy of which is Exhibit A and is made part of this Agreement. SUBCONTRACTOR must be registered with the Commonwealth Vendor Management Unit and provide their Commonwealth Vendor number.

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 Contract 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 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 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 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 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.

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 ONE MILLION AND NO/100 (\$1,000,000.00) 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 name 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.

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:

Attachment C

- 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:

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 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 any such agency SUBCONTRACTOR shall permit any such agency full access to the Project site at all time 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 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:

(Names of Subcontractor)

By: _____

Title: _____

SAMPLE