



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

R. J. Corman Railroad Company/Allentown Line is seeking sealed bids for Tie Removal and Disposal as part of a Pennsylvania Rail Freight Assistance Program (RFAP) project to perform rehabilitation on its right-of-way.

SEALED BIDS MUST BE RECEIVED BY June 2, 2021 at 3PM EST. No bids will be taken after this time.

Submit original bid in a sealed envelopment with the following information clearly marked:

2017 RFAP 2021517

CONFIDENTIAL SEALED BID

Mail To: R J. Corman Railroad Company/PA
1588 Leestown Road
STE 130-313
Lexington, KY 40511

The bids will be publicly opened and read on June 2, 2021 at 4:00PM EST at the following address:

R. J. Corman Railroad Company
133 Buchanan St.
Lexington, KY 40508

All bidders are invited to attend. You may also join by phone at 1-859-212-9115, ID 953061138# or you can attend virtually by clicking the link [Click here to join the meeting](#). or contact Jaylen.Slaughter to get the link.

- The selected vendor will be required to provide their Commonwealth Vendor Number for Pennsylvania and to be registered with the Commonwealth Vendor Management Unit. Provide your Vendor Number with your bid. 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/iri/portal/anonymous>
- Bidders are required to hold their bid valid for 60 days.
- Contractor will be subject to the provisions and requirements of Appendix 3 and 4. (see attached).
- Contractor is required to enter into a Contractor Agreement prior to performing work. (Attachment C).
- RJ Corman reserves the right to reject any or all bids.
- Contractor must provide certificate of insurance with the following coverage:

The Contractor shall procure and maintain; and shall require each of its contractors to procure and maintain, adequate insurance covering all liability and damages for work.

- i. Statutory Worker's Compensation and Employers Liability Insurance.
- ii. Commercial automobile liability insurance with limits of not less than \$500,000 combined single limit for bodily injury and/or property damage per occurrence.
- iii. Commercial General Liability coverage 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 R.J. Corman Railroad Company, LLC and the Pennsylvania Department of Transportation as an additional insured. Policy should not have any exclusion for work being done within 50' of a railroad track.

- iv. If CONTRACTOR'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 with R.J. Corman Railroad Company, LLC. named as the insured.

Questions only may be directed to Jaylen.Slaughter@rjcorman.com

PROJECT DESCRIPTION:

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

- Removal and disposal of approximately 1939 ties located at 333 Linden Street, Allentown, Pennsylvania 18101.
- 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.
- Contractor 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.
- Contractor must provide available start date.

APPENDIX 3



**PENNSYLVANIA DEPARTMENT OF TRANSPORTATION
BUREAU OF RAIL FREIGHT, PORTS AND WATERWAYS
SUPPLEMENTAL CONDITIONS: TRACKWORK CONSTRUCTION**

Formerly known as "Trackwork Inspection Criteria"

(Revised 05/2019)

SECTION 100: GENERAL

The purpose of this document is to provide minimum material and workmanship requirements for common construction items identified in typical track rehabilitation or construction contracts to which the Department (PennDOT) is a party.

Unless otherwise specified in these criteria and approved by the Chief Railroad Engineer, track material and workmanship shall conform to the most current (at time of bid package approval) American Railway Engineering and Maintenance of Way Association (AREMA) specifications, as applicable. AREMA specifications include, but are not limited to, the Manual for Railway Engineering (also referred to as the AREMA Manual) and AREMA Portfolio of Trackwork Plans. Established specifications by the operating railroad may be used in lieu of AREMA specifications. In instances where materials and/or workmanship are not stated in AREMA or operating railroad specifications, the PennDOT Publication 408 specifications shall govern. At a minimum, all track work shall comply with Federal Railroad Administration (FRA) Class I standards (49 CFR Part 213).

All material shall be free of defects, and of the proper size. All methods of measurement and payment are as indicated in the bid package or request for quotation (RFQ).

The term "Contractor" in this document shall mean any person performing any construction work, regardless if that person is contracted labor or force account labor.

SECTION 150: PENNSYLVANIA STEEL PRODUCTS PROCUREMENT ACT

In accordance with the Act of March 3, 1978 (P.L. 6, No. 3), as amended, known as the "Steel Products Procurement Act" (73 P.S. Section 1881 et seq.), the Grantee and/or Contractor shall only use steel products produced in the United States. If a steel product is identifiable from its face, the Grantee and/or Contractor must provide certification, if requested by the Department, that it is in compliance with the Act. If a steel product is unidentifiable from its face, the Grantee and/or Contractor must provide documentation, if requested by the Department, which includes, but is not limited to: invoices, bills of lading, and mill certification that the steel

was melted and manufactured in the United States sufficient to demonstrate compliance with the Act.

In Section 6 of the Act, the definition of "steel products" provides that

[i]f a product contains both foreign and United States steel, such product shall be determined to be a United States steel product only if at least 75% of the cost of the articles, materials and supplies have been mined, produced or manufactured, as the case may be, in the United States.

The Department's Office of Chief Counsel has determined:

While the 75/25 rule may apply to certain items that are to be installed on rail freight projects funded through PennDOT state grants, we conclude that the rule does not apply to turnout frogs. Certainly the frog may have no utility as a stand-alone item, and its utility arises from its incorporation into the turnout. However, these considerations do not mean that its cost must be determined relative to the total cost of the turnout, and not separately from it, so as to bring it within the scope of the 75/25 rule and demonstrate compliance with the Act as long as its cost represents 25 percent or less of the total cost of the turnout. Regardless of the language used in the bid specifications (including but not limited to references to purchasing/installation of turnout components), the Department presumes that the purchasing and installation of distinct steel items that constitute the turnout separately is contemplated.

Because the definition of "steel products" in Section 6 of the Act includes components destined to become part of another item, it offers further support for our conclusion that the Bureau must consider the frog by itself, and where it was manufactured, for purposes of determining compliance with the Act.

The 75/25 rule applies primarily to a piece of machinery or equipment containing foreign-made steel. Such machinery or equipment would normally already be assembled either at the time of purchase or before delivery to the purchaser and is thus distinguishable from the turnout.

Incorporating a foreign-made frog into a project being funded through a state rail freight grant requires submission of a waiver request to PennDOT *before* bid specifications are approved. Only after approval of a waiver is a foreign frog to be purchased and installed. In reviewing the waiver request, PennDOT will consider such factors as the number of domestic manufacturers, the lead time required for a domestic manufacturer to produce the frog, the impact of the lead time on the project completion date, and the possibility and appropriateness of a time extension.

SECTION 151: PENNSYLVANIA TRADE PRACTICES ACT

In accordance with the Act of July 23, 1968 (P.L. 686, No. 226), as amended, known as the "Trade Practices Act" (71 P.S. Section 773.101 et seq.), the Grantee and/or Contractor cannot and shall not use or permit to be used in the work any aluminum or steel products made in a foreign country which is listed below as a foreign country which discriminates against aluminum

or steel products manufactured in Pennsylvania. The countries of Brazil, South Korea, Spain, and Argentina have been found to discriminate against certain products manufactured in Pennsylvania. Therefore, the purchase or use of those countries products, as listed below, is not permitted:

a. Brazil: Welded carbon steel pipes and tubes; carbon steel wire rod; tool steel; certain stainless steel products including hot-rolled stainless steel bar; stainless steel wire rod and cold-formed stainless steel bar; pre-stressed concrete steel wire strand; hot rolled carbon steel plate in coil; hot-rolled carbon steel sheet; and cold -rolled carbon steel sheet.

b. Spain: Certain stainless steel products including stainless steel wire rod, hot-rolled stainless steel bars, and cold-formed stainless steel bars; pre-stressed concrete steel wire strand; and certain steel products including hot-rolled steel, plate, cold-rolled carbon steel plate, carbon steel structural shapes, galvanized carbon steel sheet, hot-rolled carbon steel bars, and cold-formed carbon steel bars.

c. South Korea: Welded carbon steel pipes and tubes; hot-rolled carbon steel plate; hot-rolled carbon steel sheet; and galvanized steel sheet.

d. Argentina: Carbon steel wire rod and cold-rolled carbon steel sheet.

This provision in no way relieves the Grantee and/or Contractor of responsibility to comply with those provisions which prohibit the use of foreign-made steel and cast iron products. If a product listed above is identifiable from its face, the Grantee and/or Contractor must provide certification, if requested by the Department, that it is in compliance with the Act. If a product listed above is unidentifiable from its face, the Grantee and/or Contractor must provide documentation, if requested by the Department, which includes, but is not limited to: invoices, bills of lading, and mill certification to demonstrate compliance with the Act.

SECTION 152: PENNSYLVANIA UNDERGROUND UTILITY PROTECTION LAW

In accordance with the Act of December 10, 1974 (P.L. 852, No. 287), as amended, known as the "Underground Utility Protection Law" (73 P.S. Section 176 et seq.), the Grantee and/or Contractor is required to inform himself/herself fully concerning location of public and private utilities which may or may not require the removal, resetting, construction and/or reconstruction, and which may interfere with its operations.

The Grantee and/or Contractor shall take all precautions necessary to protect existing utilities, and shall be fully responsible for and shall make good any injury to such utilities that may occur by reason of its operations.

SECTION 153: WORK WITHIN COMMONWEALTH PROPERTY/RIGHT-OF-WAY

No work may occur within Commonwealth property/right-of-way without the prior approval of the appropriate Department or Commission. The Commonwealth, at its discretion, may impose additional requirements to work within Commonwealth property/right-of-way.

SECTION 154: COMPLIANCE WITH ENVIRONMENTAL LAWS

Both the Grantee and Contractor are responsible for ensuring all project work complies with all federal, state, and local environmental laws and regulations.

SECTION 155: PREPAREDNESS, PREVENTION, AND CONTINGENCY (PPC) PLAN

A PPC Plan is required when fuels, lubricants, fertilizers, chemicals, hazardous wastes, or any materials with the potential for causing accidental pollution of air, land, or water are stored or utilized on any project site. If applicable, the PPC Plan must be available at the project site at all times.

SECTION 156: PERMITS AND APPROVALS

The Owner shall ensure all necessary permits and approvals (environmental, municipal, highway occupancy, etc.) have been obtained prior to the commencement of construction.

SECTION 157: HEALTH AND SAFETY

The Contractor shall perform all work in a safe manner in compliance with all applicable federal, state, and local laws, regulations, and railroad safety requirements.

SECTION 158: HOUSEKEEPING OF THE PROJECT SITE

The Contractor shall take all necessary measures, including in designated storage area, to prevent all pollution discharge. The project site shall be kept clean and neat throughout the duration of work. Waste, rubbish, and scrap shall be properly disposed of offsite and off railroad property. The project will not be considered complete until such disposal is complete and the project site is returned to its original condition.

SECTION 159: DISPOSAL OF TIES AND TIMBERS

Ties and timbers removed as part of the project shall be properly disposed of at a permitted/licensed facility (landfill, recycler, incinerator, etc.). The disposal of ties and timbers shall be documented with a dated receipt identifying the quantity, location, and party receiving the ties and/or timbers. This documentation shall be provided to the Department upon request.

SECTION 160: SELECTED APPLICABLE REFERENCES

The list below contains online links to selected published references which may be applicable to project work. The list is in no way meant to be exhaustive and complete.

PennDOT Publication 72M – Roadway Construction Standards:
<http://www.dot.state.pa.us/public/Bureaus/design/PUB72M/PUB72COV.pdf>

PennDOT Publication 371 – Grade Crossing Manual:
<http://www.dot.state.pa.us/public/pubsforms/Publications/PUB%20371.pdf>

PennDOT Publication 408 – Highway Specifications:
http://www.dot.state.pa.us/public/PubsForms/Publications/Pub_408/PUB%20408.pdf

SECTION 200: TRACK CONSTRUCTION

DESCRIPTION: This work consists of the following:

- Preparation of the subgrade including all clearing, excavating, filling and grading necessary for the placement of the railroad track.
- Furnishing, distributing and assembling all components of the railroad track in accordance with this document and AREMA specifications.
- Final leveling and alignment of track.

MATERIAL: All materials shall conform to AREMA specifications and to the criteria contained within this document.

WORKMANSHIP: Work shall comply with AREMA specifications and to the criteria contained within this document.

SECTION 300: CROSS TIES

DESCRIPTION: This work consists of furnishing and distributing the required number of ties, installation of replacement ties, removal and disposal of defective ties, replacement of tie plates, spiking of replacement ties, tamping, replacement of rail anchors, and dressing of ballast.

MATERIAL: Ties shall be oak and/or mixed hardwoods and conform to AREMA specifications. Ties shall not be industrial grade, plant rejects, relays, or manufactured with a material other than wood unless written permission is received from the Chief Railroad Engineer. New cross ties shall be installed and shall measure a minimum of 6"x8"x8'-6" (ties may have a tolerance of -1/4" to +3/4" width and height and be 1" shorter or longer than the length of 8'-6"). No more than 1" of wane shall be allowed in the rail bearing area. As a minimum, cross ties shall be treated with a 60/40 creosote-coal tar solution per cubic foot of material. Boron and Copper Naphthenate treated wood ties may be requested to the Chief Railroad Engineer for review. Treatment reports will be provided if requested.

WORKMANSHIP: Ties shall be delivered clean and free of surface residue. Ties shall be stored at a location where any releases from the wood (i.e. weeping or bleeding) will not

contaminate a sensitive environmental area (i.e. soil, groundwater, surface water, or sediment). Ties shall remain stored until sufficient drying time has elapsed where the placement will not present an environmental hazard. All ties will be placed with the heartwood face down, square with the line of rail and centered with the track. All ties will be brought up tight against the base of the rail and be tamped with an appropriate device. Scarify tie cribs to avoid damaging ties upon insertion. Ties will be handled with tie tongs or approved mechanical device. The use of a pick is not allowed. All ties will be spiked to a minimum gage of 56" but will not exceed 57.5". In areas where ties are spotted in, blending of the existing ties will be required. Where spikes are withdrawn, the spike holes in the tie will be plugged with a creosoted tie plug. Spikes will be driven vertically and square against the rail and driven to allow 1/8" to 3/16" space between the spike head underside and top of rail base. No spikes will be driven into the joint bar slot or at the joint bar ends. Tie plates will be centered on the tie under the rail with the base of the rail bearing firmly against the tie plate. Under no circumstances will the shoulder of the plate be under the base of the rail. Rail anchors disturbed as a result of the work will be reinstalled as per existing anchor pattern.

SECTION 301: SWITCH TIES

DESCRIPTION: This work consists of furnishing and distributing switch ties, removing and disposing of defective switch ties, installing of replacement switch parts and tie plates as required, driving spikes, tamping ties, and dressing ballast.

MATERIAL: Switch ties will be oak and/or mixed hardwoods and conform to AREMA specifications. Switch ties will not be industrial grade, plant rejects, relays, or manufactured with a material other than wood unless written permission is received from the Chief Railroad Engineer. New switch ties will measure as specified in the AREMA Portfolio of Trackwork Plans. No more than 1" of wane will be allowed in the rail bearing area. As a minimum, switch ties will be treated with a 60/40 creosote-coal tar solution per cubic foot of material. Boron and Copper Naphthenate treated wood switch ties may be requested to the Chief Railroad Engineer for review. Treatment reports will be provided if requested.

WORKMANSHIP: Workmanship as described in Section 200 applies. The distance from the field side base of rail to the end of the switch tie will be in the range of 13" - 24" for both ends of the switch tie. Switch ties will be installed per AREMA specifications. Under no circumstances shall switch ties be interlaced, nor shall switch ties be placed off-center for the purpose of avoiding interlacing.

SECTION 302: BRIDGE TIES

DESCRIPTION: This work consists of furnishing and distributing bridge ties, removing and disposing of defective ties, installing replacement ties, reinstalling tie plates, spiking, installing tie bolts, and installing tie spacer bar or timber.

MATERIAL: Bridge ties shall be made of wood and conform to AREMA specifications. Bridge ties will be new and properly treated unless otherwise approved by the Chief Railroad Engineer.

WORKMANSHIP: Workmanship in Section 300 applies, where applicable, and AREMA specifications. Bridge ties will be dapped (if applicable) and fitted to support the running rails at the proper grade and elevation across the entire length of the bridge. For securing the rail to the ties, workmanship shall be as described in the appropriate Section number of this document and AREMA specifications. All joints on the bridge deck will be tightened upon completion of bridge timber installation.

SECTION 400: SUB-BALLAST

DESCRIPTION: This work consists of furnishing sub-ballast for all work.

MATERIAL: All sub-ballast shall comply with AREMA specifications.

WORKMANSHIP: A minimum of six (6) inches of sub-ballast shall be placed below the ballast. Placement shall be in individual lifts not exceeding four (4) inches. Each lift shall be compacted until no movement of material exists beneath compaction equipment. All other workmanship shall be as described in AREMA specifications.

SECTION 401: BALLAST

DESCRIPTION: This work consists of furnishing ballast for all work. This includes, but is not limited to Section 500 – Raising, Lining, and Surfacing and/or Section 501 – Spot Tamping (Surfacing).

MATERIAL: Ballast (crushed stone) shall be new or used (cleaned) and free of screenings, dirt, and foreign matter. Gradation numbers 24, 25, 3, 4, 4A are acceptable as mainline and siding materials. Gradation Numbers 5 and 57 are acceptable as yard materials. All ballast shall comply AREMA specifications. Use of ballast material and/or gradations other than is listed in this Section shall require the approval of the Chief Railroad Engineer.

WORKMANSHIP: Ballast shall be placed a minimum of twelve (12) inches below the bottom of all ties, where practicable, but never less than six (6) inches, and within all void space between ties. All other workmanship shall be as described in the appropriate Section number of this document and all applicable AREMA specifications.

SECTION 500: RAISING, LINING, AND SURFACING

DESCRIPTION: This work consists of raising, lining and surfacing the track to specifications; installing ballast; spiking and tamping all ties; tightening of joints; and regulating ballast.

MATERIAL: Ballast shall be as described in Section 401 – Ballast. All other material shall be as described in AREMA specifications.

WORKMANSHIP: Adequate ballast for dressing to the proper cross section will be distributed in advance of raising. All joints in the work limits will be tightened prior to beginning the surfacing work. Workmanship shall be as described in the appropriate Section number of this

document and AREMA specifications. All spikes will be driven down with care taken not to overdrive. All ties will have a tight bearing against the base of the rail, all joints will be retightened, and ballast will be regulated and dressed after surfacing and lining have been completed (including the cleaning and inspection of switch points).

SECTION 501: SPOT TAMPING (SURFACING)

DESCRIPTION: This work consists of installing the necessary ballast, tamping all low spots, sink holes, down ties, respiking improperly spiked ties, and realigning track areas where needed.

MATERIAL: Ballast shall be as described in Section 401 – Ballast. All other material shall be as described in AREMA specifications.

WORKMANSHIP: Workmanship shall be as described in the appropriate Section number of this document and AREMA specifications. All cribs are to be filled with ballast and ties tamped up tightly to the base of rail. Down ties are to be plugged, respiked, and tamped up tightly to the base of rail. Work area will be properly dressed after completion of surfacing.

SECTION 600: RAIL

DESCRIPTION: This work consists of furnishing rail required for all work. This includes, but is not limited to Section 601 – Jointed Rail and/or Section 602 – Continuously Welded Rail (CWR).

MATERIAL: Rail shall be new, relay (used/second-hand), or Industrial Quality (IQ) of a brand manufactured in the United States (The Bureau uses the list of brands of rail manufactured in the United States found in the “Federal Railroad Administration, Office of Railroad Safety, Track Inspector Rail Defect Reference Manual” as its reference of domestic rail manufacturers.) Rail shall conform to AREMA specifications, with the exception of Industrial Quality rail.

Relay rail purchased for and used in any project will not exceed Class I or II allowable wear as specified in the “Rail Grading Classification by Wear” table in the AREMA Manual (Table 4-3-17). The use of relay rail with wear classified as AREMA Class III or IV will not be used unless approved by the Chief Railroad Engineer. Certification of relay rail Class grading shall be provided to the Bureau upon request.

All Industrial Quality rail shall be permanently identified by grinding diagonally through every “RE” or other designation within the rails’ branding. Each designation shall be ground or milled diagonally from the top right-hand corner to the bottom left-hand corner, a minimum of ¼-inch in width and within 0.010-inch of the parent rail web surface (depth). Documentation from the rail manufacturer must be provided to both the client and the Bureau indicating the reason for the Industrial Quality designation.

WORKMANSHIP: Workmanship shall be as described in the appropriate Section number of this document and AREMA specifications. Industrial Quality rail may not be used on a mainline and may only be used in yards or sidings both that do not carry hazardous materials (hazmat).

SECTION 601: JOINTED RAIL

DESCRIPTION: This work consists of furnishing and distributing required length of rail, installing rail, disposing of replaced rail, installing tie plates, driving spikes, and installing rail anchors.

MATERIAL: Rail shall be as described in Section 600 - Rail. Rail shall be of the same or greater weight and section as that being replaced (if applicable). Rail less than 14' in length shall not be used as replacement rail.

WORKMANSHIP: Rail will be cut with a saw and new bolt holes will be drilled. A torch will not be used for these operations. Rail end mismatch will not exceed $\frac{1}{4}$ " on both the tread and gage side. All rail will be spiked to a minimum gage of 56" but will not exceed 57.5". For securing the rail to the ties, workmanship shall be as described in the appropriate Section number of this document and AREMA specifications.

SECTION 602: CONTINUOUS WELDED RAIL (CWR)

DESCRIPTION: This work consists of furnishing and distributing required length of CWR, installing rail, disposing of replaced rail, installing tie plates, driving spikes, and installing rail anchors.

MATERIAL: Rail shall be as described in Section 600 - Rail. Rail shall be of the same or greater weight and section as that being replaced (if applicable).

WORKMANSHIP: CWR will conform to AREMA specifications and as indicated in an FRA approved CWR Plan of the operating railroad (if required by the FRA and/or 49 CFR 213). CWR will not have holes closer than 4.5" to the weld. All tie holes will be plugged with treated plugs. All CWR rail will be laid to a minimum gage of 56" but will not exceed 57.5". Every tie will be box anchored for 200' beyond each bolted end of the CWR strings, each end of road crossings, and each end of switches. Ballast will extend beyond the tie ends at least 12". Rail will be cut with a saw and new bolt holes drilled; a torch will not be used for these operations. Rail end mismatch will not exceed $\frac{1}{4}$ " on both the tread and gage side. Proper welding specifications will be determined by the contractor performing the welding operation and will be acceptable to the Department. For securing the rail, workmanship shall be as described in the appropriate Section number, AREMA specifications, and FRA approved CWR Plan, as applicable.

SECTION 603: TURNOUT

DESCRIPTION: This work consists of furnishing all materials required for the construction of a turnout.

MATERIALS: All materials shall comply with AREMA specifications.

WORKMANSHIP: The turnout shall be either a Left Hand (LH) or Right Hand (RH). The use of another geometry, such as an equilateral or 3-way turnout, requires the approval of the Chief Railroad Engineer. The placement of a turnout on a curve is discouraged. Workmanship shall be as described in the appropriate Section number of this document and AREMA specifications.

SECTION 700: RAILROAD GRADE CROSSING OF A PUBLIC ROAD

DESCRIPTION: This work consists of the rehabilitation or new construction of a railroad grade crossing a road open to public vehicular and/or pedestrian traffic.

MATERIALS: All materials shall comply with AREMA specifications and the specifications of the governmental agency having jurisdiction.

WORKMANSHIP: Prior to any construction, all approvals shall be obtained. Approvals include, but are not limited to, municipality, PennDOT, and the Pennsylvania Public Utility Commission (PUC). Pedestrian and vehicular traffic shall be fully protected. Work shall not extend beyond railroad right-of-way. All work shall comply with AREMA, owner of the public road (municipality, PennDOT, etc.), and manufacturer (if applicable, such as if using prefabricated concrete panels) specifications. All rail through the crossing shall be continuously welded with the first joint being no closer than six (6) feet from the edge of the road crossing. The crossing shall be constructed to provide a minimum storm water and surface water conveyance of a ten (10)-year storm (a rainfall event with a ten (10) percent maximum exceedance probability in a single year.) Any filter fabric used below the tracks shall meet AREMA specifications, be of weight between ten (10) to sixteen (16) ounces per square yard, and placed a minimum of ten (10) inches below the bottom of the ties. All workmanship shall be in accordance with the most current (at time of bid package approval) PennDOT Publication 408 and Publication 72M – Drawing No. RC-28M, as applicable, for crossings on roads owned by the Commonwealth unless otherwise approved by the appropriate Commonwealth delegated Engineer (i.e. District Grade Crossing Engineer).

SECTION 701: RAILROAD GRADE CROSSING WITHIN PRIVATE PROPERTY

DESCRIPTION: This work consists of the rehabilitation or new construction of a railroad grade crossing of a road within private property (i.e. rail yard, manufacturing plant).

MATERIALS: All materials shall comply with AREMA specifications.

WORKMANSHIP: All work shall comply with AREMA and manufacturer (if applicable, such as when using prefabricated concrete panels) specifications. No joints shall be placed inside six (6) feet from either edge of the road crossing. Any filter fabric used below the tracks shall meet AREMA specifications, be of weight between ten (10) to sixteen (16) ounces per square yard, and placed a minimum of ten (10) inches below the bottom of the ties.

APPENDIX 4

Standard Agreement Provisions

(Agreement Exhibit C)

Offset Provision

The Grantee agrees that the Commonwealth of Pennsylvania (Commonwealth) may set off the amount of any state tax liability or other obligation of the Grantee or its subsidiaries to the Commonwealth against any payments due the contractor under any contract with the Commonwealth.

Standard Agreement Provisions

(Agreement Exhibit D)

CONTRACTOR INTEGRITY PROVISIONS

It is essential that those who seek to contract with the Commonwealth of Pennsylvania ("Commonwealth") observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth contracting and procurement process.

1. DEFINITIONS. For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:

a. "Affiliate" means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.

b. "Consent" means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.

c. "Contractor" means the individual or entity, that has entered into this contract with the Commonwealth.

d. "Contractor Related Parties" means any affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.

e. "Financial Interest" means either:

(1) Ownership of more than a five percent interest in any business; or

(2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.

f. "Gratuity" means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the *Governor's Code of Conduct, Executive Order 1980-18, the 4 Pa. Code §7.153(b)*, shall apply.

Standard Agreement Provisions

g. "Non-bid Basis" means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.

2. In furtherance of this policy, Contractor agrees to the following:

a. Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commonwealth.

b. Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.

c. Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.

d. Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.

e. Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:

(1) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;

Standard Agreement Provisions

(2) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;

(3) had any business license or professional license suspended or revoked;

(4) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and

(5) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

If Contractor cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made and the Commonwealth will determine whether a contract may be entered into with the Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to immediately notify the Commonwealth in writing if at any time during the term of the contract if becomes aware of any event which would cause the Contractor's certification or explanation to change. Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract.

f. Contractor shall comply with the requirements of the *Lobbying Disclosure Act* (65 Pa.C.S. §13A01 et seq.) regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the *Section 1641 of the Pennsylvania Election Code* (25 P.S. §3260a).

g. When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.

h. Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid

Standard Agreement Provisions

or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

i. Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third party beneficiaries shall be created thereby.

j. For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

Standard Agreement Provisions

(Agreement 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.

Standard Agreement Provisions

(Agreement 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

Standard Agreement Provisions

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.

Standard Agreement Provisions

(Agreement Exhibit G)

Contractor Responsibility Provisions

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth of Pennsylvania (Commonwealth). The term contractor includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.

1. The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made.
2. The Contractor also certifies, in writing, that as of the date of its execution of this Bid/Contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.
3. The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
4. The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.
5. The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the

Standard Agreement Provisions

Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

6. The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the Internet at <http://www.dgs.state.pa.us/> or contacting the:

Department of General Services
Office of Chief Counsel
603 North Office Building
Harrisburg, PA 17125
Telephone No: (717) 783-6472
FAX No: (717) 787-9138

Attachment C

CONTRACT BETWEEN

R. J. CORMAN RAILROAD COMPANY

AND

FOR :

SAMPLE

TABLE OF CONTENTS

1. PROJECT DEFINED
2. EQUIPMENT/RAILROAD OPERATIONS
3. PERIOD OF PERFORMANCE AND UNIT PRICES
4. TERMINATION
5. PERFORMANCE AND PAYMENT BOND
6. CONTRACTUAL STATUS/RELATIONSHIP OF PARTIES
7. CHANGES: MODIFICATIONS
8. CLAIMS
9. TRANSPORTATION
10. COMPLIANCE WITH LAWS/PERMITS
11. TRANSFERS/ASSIGNS
12. INSPECTION
13. WARRANTY
14. INSURANCE
15. INDEMNITY
16. REMOVAL OF WASTE AND SURPLUS MATERIALS
17. AUDIT
18. NOTICES
19. DISPUTE RESOLUTION
20. WAIVER
21. APPLICABLE LAW
22. SEVERABILITY
23. NON-EXCLUSIVITY
24. HEADINGS
25. SURVIVAL
26. ENTIRE AGREEMENT
27. UNDERSTANDING OF REQUIREMENTS
28. THIRD-PARTY BENEFICIARIES
 - ADDENDUM 1 – Scope of Work and project details
 - ADDENDUM 2 – Contractors Bid and Schedule
 - APPENDIX A – (as required by grant agency)
 - APPENDIX B
 - APPENDIX C
 - APPENDIX D
 - APPENDIX E
 - APPENDIX F
 - CERTIFICATIONS: (As required by grant agency)

CONTRACTOR AGREEMENT

THIS CONTRACT (this "Agreement") dated and effective as _____, 2020 by and between R. J CORMAN RAILROAD COMPANY/ _____, the address of which, for purposes of this Agreement, is 101 R J Corman Drive, P.O. Box 788, Nicholasville, Kentucky 40340 ("Railroad") and _____, the address of which, for purposes of this Agreement, is _____ ("Contractor").

In consideration of the mutual covenants and agreements set forth herein, the parties hereto agree as follows:

1. PROJECT DEFINED AND PERFORMANCE STANDARDS

1.1 Contractor will perform all work more particularly described in Addendum 1 attached hereto and made a part hereof (the "Project"), it being understood that the Project is fully described and set forth in the plans and specifications prepared for this Agreement. Should any work or material not directly or indirectly denoted in the plans and specifications be necessary for the proper carrying out of the obvious intentions thereof, Contractor shall furnish any such material and do any such work as fully as if it were particularly delineated or described in the plans and specifications. The plans and specifications shall control all discrepancies between plans and specifications and this Agreement.

1.2 Contractor shall perform work related to the Project in a professional manner, in accordance with American Railway Engineering and Maintenance-of-Way Association (AREMA) Standards and to the sole satisfaction and acceptance of Railroad and Railroad Standard Construction Specifications in Addendum 1.

1.3 All work shall be performed in a safe manner and in accordance with material safety data sheets (MSDS) and all Federal, state and local laws and regulations, including those established by administrative agencies, so as not to create a safety hazard to Railroad, Contractor, their respective agents, employees or subcontractors, or to property, or to third parties and their property or interfere with the normal use and operation of Railroad property and business.

1.4 Whenever the term "Engineer" is used in this Agreement it means the Chief Engineer of the Railroad or his designee.

2. EQUIPMENT/RAILROAD OPERATIONS

2.1 Contractor at its sole cost and expense shall furnish all labor, tools, equipment and machinery necessary and appropriate to complete the Project in a substantial and workmanlike manner to the sole satisfaction and acceptance of the Railroad.

2.2 Contractor shall provide all equipment necessary to perform the work properly and complete the Project by the required completion date. Equipment shall be in good operating condition and shall conform to the applicable standards prescribed by the Association of American Railroads and the Federal Railroad Administration ("FRA") for such type of equipment (if any). Contractor must comply with all rules and regulations as set forth by the FRA including the sections concerning Roadway Maintenance Machines. Contractor at its sole cost and expense shall be responsible for the maintenance and repair of any and all equipment used by Contractor during the Project.

2.3 Contractor shall furnish, bear and pay, and shall save Railroad free of, any and all

labor and expense of, and incident to, compliance with the aforementioned rules, regulations and requirements.

2.4 Whenever the work included in this Project is by the side of or contiguous to railroad tracks used and operated by Railroad, Contractor shall use the utmost vigilance in every stage of the execution of the work related to the Project in order to protect effectively against all accidents and/or damages on said railroad by reason of the Project. Contractor shall at all times during the progress of the Project so manage and execute the same in a manner that minimizes the impact on and possible interference with the operation, management and/or maintenance of said railroad or with the business or traffic of the same.

2.5 The Project shall be managed so as not to interfere with the progress of any contiguous work. Contractor is responsible for scheduling the activities of its forces, its subcontractors and vendors as well as other contractors that may be working on or near Railroad's property or in Railroad's facilities. The Engineer may direct changes in the management of the Project to ensure compliance with this Section 2.

2.6 CONTRACTOR SHALL FAMILIARIZE ITSELF WITH ALL APPLICABLE RAILROAD SAFETY RULES, (THE "SAFETY RULES"), WHICH ARE BY REFERENCE MADE A PART OF THIS AGREEMENT. CONTRACTOR SHALL COMPLY WITH THE SAFETY RULES, TOGETHER WITH ALL STATUTES, REGULATIONS AND ORDINANCES OF ANY FEDERAL, STATE OR LOCAL GOVERNMENTAL AUTHORITY AND SHALL REQUIRE ITS EMPLOYEES AND SUBCONTRACTORS TO COMPLY THEREWITH, AND SHALL RELEASE, PROTECT, DEFEND, INDEMNIFY AND SAVE AND HOLD HARMLESS RAILROAD AND ITS PARENTS, SUBSIDIARIES AND AFFILIATES, AND EACH OF THEIR OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL LOSS, DAMAGE, COST AND EXPENSE AND ALL CLAIMS, ACTIONS AND DEMANDS ARISING OUT OF VIOLATION OF ANY OF SAID SAFETY RULES OR REQUIREMENTS THEREUNDER.

2.7 Whenever work related to the Project in any manner affects the use or operation of lines of Railroad or other entities affiliated with Railroad, Contractor shall, at its own cost and expense, comply with all the conditions that may be imposed by Railroad.

3. PERIOD OF PERFORMANCE AND UNIT PRICES

Work related to the Project shall be commenced on the first date specified in Addendum 1 and shall be completed to Railroad's specification on or before the second date specified on Addendum 1 (the "Completion Date") which Completion Date may only be delayed by Railroad in writing pursuant to the terms hereof. The parties hereto agree that time is of the essence of this Agreement and all provisions hereof. Contractor shall submit to Railroad a detailed schedule for performance of the Project in a form acceptable to Railroad, which schedule shall comply with all scheduling requirements of this Agreement. Railroad, at its sole discretion, may direct Contractor to make modifications and revisions in said schedules to ensure compliance with this Agreement and non-interference with other work. Contractor agrees to commence work under this Agreement upon the date of "notice to proceed" by the Engineer. Contractor shall submit a work schedule to Engineer, with ample time for Engineer to review and make any needed modifications to the same. prior to work start-up. Should Contractor fail to achieve project completion by the Completion Date, as initially set or as delayed in writing by Railroad, Contractor shall pay to Railroad, in addition to and not in lieu of any and all other remedies available under the circumstances, and as liquidated damages for losses and costs not

reasonably susceptible of accurate calculation, and not as a penalty, the sum of three hundred (\$_____.00) dollars per day (seven days per week) and Contractor shall reimburse Railroad all costs incurred as a result of that delay. By way of example, and not of limitation, these costs may include: wages and expenses for Railroad inspectors, delays in train operations, interest and penalties to Railroad vendors and other contractors, administrative and legal costs.

3.1 In the event Railroad deems Contractor to not be proceeding according to the Project schedule or becomes aware of the occurrence of any breach of this Agreement or any event that, with notice or lapse of time or both, would constitute a breach of this Agreement ("Breach of Contract"), Railroad may order that the Project be prosecuted in such order, at such points and with such force as shall be adequate to insure its completion by the Completion Date. If required, Contractor, at its own expense, shall work nights, weekends and/or holidays to ensure that the Project is completed on time and no extra compensation shall be demanded by Contractor for such work.

3.2 If at any time Contractor shall refuse or neglect to execute the Project with a force sufficient, in the opinion of the Engineer, to insure its completion within the time specified in the Agreement, or to furnish sufficient materials as needed for that purpose, a Breach of Contract shall exist and Railroad may direct the employment of such additional laborers and foremen, and the purchase of sufficient materials, as it may deem necessary to perform the Project, regardless of the cost of such wages and such prices, and Contractor shall pay all persons so employed for their services and for materials furnished. Any such amount which shall be paid by Railroad may be claimed by Railroad required by this Agreement, without prejudice, however, to any remedy which Railroad may have or may be entitled to have against Contractor for Breach of Contract. The foregoing is not intended and shall not be deemed to limit or modify Contractor's status as an independent contractor.

3.3 Contractor agrees to perform the work as indicated in this Agreement for the unit prices specified in Addendum 2 attached hereto.

4. TERMINATION

4.1 This Agreement may be terminated by either Contractor or the Railroad with ten (10) days' written notice of termination in the event of either Contractor's or the RAILROAD's bankruptcy, insolvency or assignment of this Agreement for the benefit of creditors or with thirty (30) days' written notice in the event of RAILROAD or Contractor's default of the terms of this Agreement or at any time and for any reason by the RAILROAD with a sixty (60) days' written notice. Projects in process will be completed to the satisfaction of the RAILROAD before final payment and the provisions of Sections 11 survive termination.

4.2 If the Contractor insurance required in Section 14 hereof lapses or is cancelled, Railroad may terminate this Agreement effective the next business day upon notice to Contractor.

4.3 Unless otherwise directed by Railroad, upon receipt of any notice of termination from Railroad, Contractor shall stop the terminated work, direct its subcontractors to stop the terminated work, cancel all existing orders for supplies relating to the terminated work, and otherwise take reasonable actions necessary to mitigate costs.

4.4 Within thirty (30) days after termination, Contractor may submit to Railroad its actual costs incurred to the effective date of termination. In no event shall Railroad be liable to Contractor for any costs that exceed the unpaid balance of the Agreement, or for consequential, special, incidental, punitive or indirect damages, including lost or anticipatory profits or

unabsorbed overhead, even if Railroad has been advised of the possibility of such damages.

4.5 Neither termination nor revocation of this Agreement shall affect any claims and liabilities which have arisen or accrued hereunder, and which, at the time of termination or revocation, have not been satisfied; neither party, however, waiving any third-party defenses or actions.

5. PERFORMANCE AND PAYMENT BONDS

(As determined in the invitation to bid documents)

6. CONTRACTUAL STATUS/RELATIONSHIP OF PARTIES

6.1 In performing services under this Agreement, Contractor shall operate as and have the status of an independent contractor. Contractor shall employ, pay from its own funds, and discharge all persons engaged in the performance of the Project and such persons shall be under Contractor's supervision, direction and control. Contractor shall be subject to the general oversight and guidance of the Engineer or whomever he may appoint in order to ensure safety and compliance with this Agreement. Under no circumstances shall this Agreement be interpreted as creating an employer/employee relationship between Contractor and Railroad. Contractor shall not be treated as an employee of Railroad for tax or any other purposes and Contractor shall be responsible for the payment of its own estimated and self-employment tax, if any, for Federal Income Tax purposes. Contractor shall also be responsible for all tax withholdings of its employees.

6.2 Contractor hereby accepts full and exclusive liability for the payment of any and all contributions or taxes for unemployment insurance, medical and old age retirement benefits, pensions or annuities now or hereinafter imposed under any state or Federal laws which are measured by the wages, salaries or other remuneration paid to persons employed by it on the Project. Contractor shall also indemnify and save harmless Railroad from any such contributions or taxes or liability therefor and further shall obey all lawful rules and regulations and meet all lawful requirements which now or hereafter may be issued or promulgated under said respective laws by duly authorized local, state or Federal officials.

6.3 Contractor shall at all times be represented on the Project by a competent superintendent who shall be satisfactory to the Engineer.

6.4 Contractor shall assign personnel with demonstrated competence and experience in the type of work specified in this Agreement. The credentials of such personnel shall be submitted to Railroad for review should Railroad so request. The foregoing is not intended, and shall not be deemed, to limit or modify Contractor's status as an independent contractor, as provided herein.

6.5 This Agreement is placed subject to all the provisions of the Clayton Anti-Trust Act, and if Railroad is advised by its counsel that this Agreement violates or is contrary to the provisions of Section 10 of said Act of Congress, then Railroad shall inform Contractor and thereupon this Agreement shall be terminated.

7. CHANGES: MODIFICATIONS

7.1 All modifications of this Agreement must be approved by authorized

representatives of Railroad's Engineer and shall be by written agreement of the parties signed by their duly authorized representatives.

8. CLAIMS

8.1 If at any time during the period of performance of this Agreement, Contractor shall deem itself to have become entitled to make any claim or demand against Railroad other than, or additional to, the compensation expressly stipulated in this Agreement, Contractor shall give notice in writing to Railroad, specifying such claim or demand, the ground thereof, and the amount thereof.

9. TRANSPORTATION

9.1 Contractor shall provide, pay for, and be liable for all transportation for men, equipment, tools and materials.

10. COMPLIANCE WITH LAWS/PERMITS

10.1 Whenever doing any work embraced within the Project it may be necessary to occupy temporarily, use or obstruct any street, highway, or public place or to do anything whatever in connection with public property, or whenever it shall be necessary in order to comply with building laws or orders of courts or governmental agencies, Contractor shall, at its own cost and expense, procure all necessary approvals, licenses and permits therefore, and in performing the Project Contractor shall comply with all applicable Federal, state and local laws, regulations, ordinances, and agency or court orders, including, without limitation, laws and regulations: (i) pertaining to building and construction; and (ii) pertaining to environmental protection, air and water pollution, and disposal of debris and refuse; and (iii) prohibiting discrimination on grounds of race, color, national origin or sex. Contractor shall pay for all charges of any kind related to the performance of the Project.

10.2 CONTRACTOR SHALL BE RESPONSIBLE FOR AND SHALL PROTECT, INDEMNIFY, DEFEND AND HOLD RAILROAD AND ITS PARENTS, SUBSIDIARIES, AND AFFILIATES AND THE OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES OF RAILROAD AND ITS PARENTS, SUBSIDIARIES AND AFFILIATES HARMLESS FROM ANY AND ALL COSTS AND EXPENSES, INCLUDING, WITHOUT LIMITATION, JUDGMENTS, FINES, PENALTIES, COSTS AND LOSS OF EVERY KIND WHATSOEVER, WHICH MAY ARISE OR RESULT FROM, OR BY REASON OF THE VIOLATION OF ANY APPLICABLE CITY, BOROUGH, VILLAGE OR OTHER LOCAL GOVERNMENTAL ORDINANCE, OR OF A LAW OF ANY STATE, OR THE DISTRICT OF COLUMBIA, OR OF THE UNITED STATES, OR OF ANY ORDER OF ANY AGENCY OR COURT, DURING CONTRACTOR'S PERFORMANCE HEREUNDER.

10.3 Contractor warrants that its performance of this Agreement, as of the date of its execution, is not prohibited by or in violation of any law.

11. TRANSFERS/ASSIGNS

11.1 This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto; provided, however, that Contractor shall not sell, subcontract, assign, delegate or otherwise transfer this Agreement or any of its rights or obligations hereunder without the prior written consent of Railroad.

11.2 No approved assignment, letting, transfer or subcontract, whether for labor or material or both, shall under any circumstances relieve Contractor of its obligations or liabilities

under this Agreement or have any bearing on the granting or refusing of any extension of the Completion Date, should the subcontractor fail to perform the work undertaken by it. Contractor shall give personal attention and superintendence to the Project.

11.3 Any subcontract or further letting of any right or obligation of Contractor hereunder shall include provisions binding the subcontractor or other third party to all obligations and requirements of Contractor hereunder and shall require such subcontractor or third party to waive any right to assert any claim directly against Railroad and any right to assert any lien against any property of Railroad.

12. INSPECTION

12.1 All materials of every description used under this Agreement and all workmanship pursuant hereto shall be of the grade specified, and where quality is not specified shall be of the best for the purpose that can be obtained. Material and work shall at all times be open to the inspection, acceptance, or rejection by the Engineer and of such person or persons as they may designate to represent them, as hereinbefore provided. No omission or failure on the part of the Engineer to disapprove or reject any work of the Project at the time of a monthly or other estimate, or during the inspection of the Project shall be construed to be an acceptance of any defective work or part of the Project. Contractor shall be required to correct any imperfect work whenever discovered. If any work be condemned by the Engineer as defective or improperly done, such defective or improper work shall be taken down and rebuilt, or the defects otherwise remedied by Contractor, at its sole expense, as the Engineer in charge of the Project may direct; and in default thereof the same may be done by Railroad at Contractor's expense. The provisions of this section shall apply to work done by subcontractors as well as to work done by direct employees of Contractor.

13. WARRANTY

13.1 Contractor warrants that the Project shall be performed in a safe and effective manner and shall be free from latent and patent defects in quality and workmanship and shall be in full conformity with the plans and specifications set forth in Addendum 1. Contractor also warrants that the Project as complete shall be fit for Railroad's purpose as indicted herein and in documents attached hereto or made a part hereof by reference or if otherwise known to Contractor.

13.2 Contractor, without cost to Railroad, shall remedy any defects that are due to workmanship or to Contractor's failure to fulfill any of its obligations under this Agreement which appears within a period of one (1) year from the date when the Project is fully accepted and certified complete. This obligation is without prejudice to any other rights or remedies afforded by law to Railroad in the event of Breach of Contract by Contractor.

13.3 CONTRACTOR SHALL BE RESPONSIBLE FOR AND SHALL PROTECT, INDEMNIFY, DEFEND AND HOLD RAILROAD AND ITS PARENTS, SUBSIDIARIES AND AFFILIATES, AND THE OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES OF RAILROAD AND ITS SUBSIDIARIES AND AFFILIATES, THEIR CUSTOMERS, AND ANY THIRD PARTY HARMLESS FROM INJURY, DEATH, LOSS, DAMAGE OR EXPENSE WHATSOEVER, AS SET FORTH IN SECTION 14 HEREOF, HOWSOEVER ARISING, WHICH MAY BE SUFFERED AS A RESULT OF OR IN CONNECTION WITH A BREACH OF ANY OF THE FOREGOING WARRANTIES, OR AS A RESULT OF ANY ACCIDENTS OR INCIDENT.

14. INSURANCE

14.1 The Contractor shall, at its own cost and expense, prior to entry onto the property of Railroad or the commencement of any of the work related to the Project pursuant to the Agreement, procure and thereafter maintain for the duration of the Agreement the following types and minimum amounts of insurance:

a. Public Liability or Commercial General Liability Insurance (“CGL”), including Contractual Liability Coverage and CG 24 17 “Contractual Liability – Railroads” endorsement, covering all liabilities assumed by the Contractor under this Agreement, without exception or restriction of any kind, with a combined single limit of not less than Two Million Dollars (\$2,000,000) for Bodily Injury and/or Property Damage Liability per occurrence, and an aggregate limit of not less than Six Million Dollars (\$6,000,000) per annual policy period. Such insurance policy shall be endorsed to provide a Waiver of Subrogation in favor of the Railroad and all parents and affiliated companies and shall name the Railroad and all parents and affiliated companies as Additional Insured. An Umbrella policy may be utilized to satisfy the required limits of liability under this section.

b. Commercial Automobile Insurance for all owned, non-owned or hired vehicles with a combined single limit of not less than One Million Dollars (\$1,000,000) for Bodily Injury and Property Damage Liability. Such policy shall be endorsed to provide a Waiver of Subrogation in favor of the Railroad and all parents and affiliated companies and shall name the Railroad and all parents and affiliated companies as Additional Insured. If hauling hazardous materials, such Policy is to be endorsed with the MCS – 90 endorsement as well as CA 9948 Pollution Liability – Broadened Pollution for Covered Autos.

c. Statutory Workers’ Compensation and Employers’ Liability Insurance for its employees (if any) with minimum limits of not less than One Million Dollars (\$1,000,000) for Bodily Injury by Accident, Each Accident; One Million Dollars (\$1,000,000) for Bodily Injury by Disease, Policy Limit; One Million Dollars (\$1,000,000) for Bodily Injury by Disease, Each Employee. Such policy shall be endorsed to provide a Waiver of Subrogation in favor of the Railroad and all parents and affiliated companies.

d. Railroad Protective Liability Insurance written in favor of Railroad with limits of Two Million Dollars (\$2,000,000) each occurrence and Six Million Dollars (\$6,000,000) aggregate limit covering all operations within 50 feet of railroad track.

e. If subcontractors are utilized by the Contractor, Contractor shall furnish evidence that, with respect to the operations performed by subcontractors, such subcontractors are in compliance with all requirements of this Section 14.

f. All railroad exclusions shall be removed by policy endorsements.

g. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (1) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this Agreement; or (2) all punitive damages are prohibited by all states in which this Agreement will be performed.

14.2 The insurance specified in this Agreement must be effected under form policies underwritten by insurers licensed in the state where the work is to be performed, and carry a minimum Best’s rating of “A-” and size “Class VII” or better. The Railroad reserves the right to reject any insurance coverage provided by an insurer that is rated less than the rating specified in this Section 14.

14.3 All coverages shall be primary and non-contributory to any insurance coverage's maintained by the Railroad.

14.4 All insurance policies shall be endorsed to provide the Railroad with thirty (30) days prior written notice of cancellation, non-renewal or material changes.

14.5 Contractor shall furnish, to Railroad, certificates of insurance evidencing the insurance coverages, terms and conditions required and specified in this Agreement, at least ten days prior to commencement of any activities on or about the property. Said certificates should reference this Agreement by date and shall be furnished to the Railroad at the following address, or such other address as the Railroad may hereafter specify:

R. J. Corman Railroad Company/ _____
101 RJ Corman Drive
P.O. Box 788
Nicholasville, Kentucky 40340
Attn: Jaylen Slaughter
Jaylen.Slaughter@rjcorman.com

14.6 If any policies providing the required coverage are written on a claims-made basis, the following shall apply:

- a. The retroactive date shall be prior to the commencement of the work,
- b. The Contractor shall maintain such policies on a continuous basis, and
- c. If there is a change in insurer or policies are cancelled or not renewed, the Contractor shall purchase an extended reporting period of not less than three (3) years after the Completion Date.

14.7 Contractor shall arrange for adequate time for reporting of any loss under this Agreement.

14.8 Furnishing of insurance by the Contractor shall not limit Contractor's liability under this Agreement, but shall be additional security therefore.

14.9 The above indicated insurance coverages shall be enforceable by any legitimate claimant after the termination or cancellation of this Agreement, or any amendment hereto, whether by expiration of time, by operation of law or otherwise, so long as the basis of the claim against the insurance company occurred during the period of time when the Agreement was in effect and the insurance was in force.

14.10 Failure to provide the required insurance coverage or endorsement (including contractual liability endorsement) or adequate reporting time shall be at the Contractor's sole risk and Railroad, in its sole discretion, may terminate this Agreement for such failure.

15. INDEMNITY

15.1 AS BETWEEN RAILROAD AND CONTRACTOR, CONTRACTOR SHALL ASSUME ALL RESPONSIBILITY FOR ANY AND ALL LOSS OR DAMAGE ARISING OUT OF OR IN CONNECTION WITH ANY NEGLIGENT ACT OR OMISSION ON THE PART OF CONTRACTOR OR ANY PERSON OR AGENT EMPLOYED BY IT AND ANY ACT OR OMISSION NOT AUTHORIZED BY THIS AGREEMENT ON THE PART OF CONTRACTOR OR ANY PERSON OR AGENT EMPLOYED BY IT.

15.2 CONTRACTOR AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS RAILROAD, ITS PARENT, AFFILIATES, SUBSIDIARIES, AND EACH OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVANTS, SUCCESSORS, AND ASSIGNS (“INDEMNITEES”) FROM AND AGAINST ANY AND ALL LOSSES AND LIABILITIES, PENALTIES, FINES, FORFEITURES, DEMANDS, CLAIMS, CAUSES OF ACTION, SUITS, COSTS AND EXPENSES INCIDENTAL THERETO (INCLUDING COSTS OF DEFENSE AND ATTORNEYS’ FEES), WHICH ANY OR ALL OF THEM MAY HEREAFTER INCUR, BE RESPONSIBLE FOR OR PAY AS A RESULT OF: (A) INJURY OR DEATH OF ANY PERSON, OR DAMAGE TO OR LOSS OF (INCLUDING LOSS OF USE) ANY PROPERTY, INCLUDING PROPERTY OF THE PARTIES HERETO, TO THE EXTENT ARISING OUT OF OR IN ANY DEGREE DIRECTLY OR INDIRECTLY CAUSED BY THE NEGLIGENCE OF CONTRACTOR, CONTRACTOR’S OFFICERS, EMPLOYEES, AGENTS, SUBCONTRACTORS OR REPRESENTATIVES, OR (B) CONTRACTOR’S NEGLIGENT PERFORMANCE OF THE WORK RELATED TO THE PROJECT, OR FAILURE TO PERFORM ITS OBLIGATIONS IN COMPLIANCE WITH THIS AGREEMENT. THERE ARE EXCEPTED FROM THIS OBLIGATION ONLY CLAIMS, DAMAGES OR OTHER LOSSES TO THE EXTENT THAT THE SAME ARE CAUSED BY THE GROSS NEGLIGENCE OR INTENTIONAL WRONGFUL ACT OR OMISSION ONE OR MORE INDEMNITEES.

15.3 CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DAMAGES AND EXPENSES ON ACCOUNT OF INJURIES, (INCLUDING DEATH) TO, AND PROPERTY DAMAGE OF, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS OR REPRESENTATIVES WHILE ON THE PREMISES OF RAILROAD, ITS AFFILIATES OR SUBSIDIARIES AND SHALL INDEMNIFY, DEFEND AND HOLD INDEMNITEES HARMLESS FROM ALL CLAIMS OF DAMAGE OR SUITS WHICH MAY ARISE, EXCEPT AND ONLY TO THE EXTENT THAT SUCH CLAIMS, LOSSES, DAMAGES OR EXPENSES ARE CAUSED BY THE GROSS NEGLIGENCE OF THE INDEMNITEES. CONTRACTOR SHALL ALSO REPAIR OR REPLACE ANY PROPERTY OF INDEMNITEES, WHICH IS DAMAGED BY CONTRACTOR’S EMPLOYEES, AGENTS OR SUBCONTRACTORS WHILE PERFORMING THE WORK HEREUNDER.

15.4 Contractor agrees to indemnify and hold harmless Indemnitees irrespective of any fault or negligence on their part, from and against all losses and liabilities, fines, penalties, forfeitures, demands, claims, causes of action, suits, costs and expenses incidental thereto (including reasonable costs of defense and attorneys’ fees) which may arise from the existence, discharge, release, and/or disposal of any materials, including any wastes, brought on to the property of Railroad by Contractor, its employees, agents, subcontractor or representatives in connection with performance of work related to the Project pursuant to the Agreement.

15.5 IN NO EVENT SHALL RAILROAD OR ITS PARENTS, AFFILIATES, OR SUBSIDIARIES BE LIABLE TO CONTRACTOR FOR ANY PUNITIVE, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES.

16. REMOVAL OF WASTE AND SURPLUS MATERIAL

16.1 Contractor shall be responsible for the removal and proper discarding of all equipment, materials, supplies, explosives, chemicals and debris. All surplus materials that may accumulate on or about the Project and premises occupied by Contractor during the term of this Agreement including specific Railroad owned salvaged materials of which the Railroad does not desire to retain ownership shall be removed.

16.2 Contractor shall comply with all applicable Federal, state and local laws, ordinances, rules, regulations and all lawful orders of any constituted authority including, without limitation, the Resource, Conservation and Recovery Act (42 U.S.C. S6901 et seq.) and the Toxic Substance Control Act (15 U.S.C. S2601 et seq.) and all other laws pertaining to the generation, transportation, treatment, storage and disposal of solid, hazardous and municipal wastes.

16.3 Railroad's property shall be left in a clean and safe condition as determined by the Engineer and the condition of said premises shall be subject to the approval of Railroad at all times during the course of the Project.

17. AUDIT

17.1 Contractor shall keep and maintain good and accurate records of all matters in any manner pertaining to this Agreement, the performance of the same, payments made to Contractor pursuant hereto, and payments made by Contractor pursuant hereto, including but not limited to payroll and tax liabilities and payments beginning with the effective date of this Agreement and continuing for a period ending three (3) years from the date of final acceptance of all work by Railroad, and shall make those records available for audit and inspection by Railroad or its agents during normal business hours upon seven (7) days notice and request for same.

18. NOTICES

18.1 Notices required or permitted hereunder shall be deemed effective when delivered by commercial overnight courier or electronically:

If to Railroad at:

R. J. Corman Railroad Company
101 RJ Corman Drive
P.O. Box 788
Nicholasville, Kentucky 40340
Attn: Jaylen Slaughter
Jaylen.Slaughter@RJCorman.com

Copy to: Deborah.Hawley@rjcorman.com

If to Contractor at:

_____.@_____.com

19. DISPUTE RESOLUTION

19.1 Dispute resolution shall be by arbitration under the Construction Contract Rules of the American Arbitration Association at a neutral location to be chose by a single arbitrator; provided, however that the existence of a dispute shall not entitle Contractor to suspend performance under this Agreement pending the resolution of the dispute and further provided that each party shall be entitled to seek temporary equitable relief from any court otherwise having jurisdiction over such dispute.

20. WAIVER

20.1 No omission or delay by Railroad in enforcing any right or remedy or in requiring performance of any of the term of this Agreement shall constitute or be deemed to constitute a waiver of any such right or remedy, nor shall it in any way affect the right of Railroad to enforce such provisions thereafter unless such right or remedy is specifically waived by Railroad in writing. No single or partial exercise by or of any right or remedy hereunder shall preclude any other or further exercise thereof or the exercise of any other right or remedy.

21. APPLICABLE LAW

21.1 This Agreement shall be governed by and construed in accordance with the laws of the state where the project work is located.

22. SEVERABILITY

22.1 If any provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other provisions hereof shall in no way be affected thereby.

23. NON-EXCLUSIVITY

23.1 Contractor acknowledges that nothing in this Agreement shall be construed to give Contractor exclusive rights to perform the type of work or project identified in this Agreement, or any other service, for Railroad. Railroad specifically reserves the right to enter into agreements with other contractors to perform similar, supplemental, additional or other services as deemed appropriate in the opinion of Railroad.

24. HEADINGS

24.1 Section headings are for convenience only and shall not be construed as part of this Agreement.

25. SURVIVAL

25.1 The indemnities and assumptions of liability and responsibility provided in this Agreement, shall continue in full force and effect notwithstanding the termination or cancellation of this Agreement or any attachment hereto whether by expiration of time, by operation of law or otherwise.

26. ENTIRE AGREEMENT

26.1 This Agreement together with all appendices, schedules and exhibits attached hereto constitutes the entire agreement between the parties and supersedes all previous understandings related to the Project.

27. UNDERSTANDING OF REQUIREMENTS

27.1 The parties hereby distinctly and expressly declare and acknowledge that, before the signing of this Agreement, they have carefully read the same, and the whole thereof, together with and in connection with said specifications, and that they have made such examination of this Agreement and specifications, the location where said work is to be done, the nature of the work required to be done, and the material required to be furnished, as to enable them to understand thoroughly the intention of the same, and the requirements, covenants, agreements, stipulations and restrictions contained herein and in said specifications. Contractor shall not

hereafter make any claim or demand upon Railroad based upon or arising out of any alleged misunderstanding or misconception on its part of the said requirements, covenants, stipulations, and restrictions; and that any information (other than through a Supplemental Agreement), given to Contractor by the Engineer or others as to the quantities in the Project prior to, or during the progress of the Project, shall have no bearing or effect whatsoever upon the total amount to be paid for in the final settlement.

28. THIRD-PARTY BENEFICIARIES

28.1 Other than the referenced state where work is performed, there are no third-party beneficiaries to this Agreement. This Agreement shall not confer any rights or remedies upon any person other than the parties, and to the extent expressly set forth herein, their affiliates, and their respective successors and permitted assigns.

The parties hereto have caused this Agreement to be duly executed by their duly authorized officials as of the date first stated above.

R. J. CORMAN RAILROAD COMPANY/
(Railroad Line)

(CONTRACTOR)

BY: _____

BY: _____

TITLE: _____

TITLE: _____