



1121 W. JPG Woodfill Rd. Madison, IN 47250

Ph: (812) 273-4248
Fx: (812) 265-5251

www.madisonrailroad.com

LOCAL SERVICE NATIONWIDE

SPECIFICATIONS

FOR

**“MADISON INDUSTRIAL LEAD TRACK CONSTRUCTION PROJECT, MADISON,
MADISON TOWNSHIP, JEFFERSON COUNTY, INDIANA”**

BOARD OF DIRECTORS- OFFICERS

David Ott, Chairman

David Terrell, Vice-Chairman

Jeff Flores, Attorney

Casey Goode, Secretary

GENERAL MANAGER

Adam Robillard

(812) 801-3261

PREPARED BY

Madison Railroad

1121 W. JPG Woodfill Rd., Bldg. 216

Madison, IN 47250

(812) 273-4248

April 2023



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NOTICE TO BIDDERS

MADISON RAILROAD, City of Madison Port Authority, City of Madison, Indiana, a Municipal Corporation of Jefferson County, Indiana is seeking

Sealed BIDS for the construction of “Madison Industrial Lead Track Construction Project, Madison, Madison Township, Jefferson County, Indiana”, received by Madison Railroad, City of Madison Port Authority at its office located at 1121 W. JPG Woodfill Road, Building No. 216, Madison, Indiana 47250 until 9:00 a.m. EST, Friday, June 9, 2023, and then at said office publicly opened and read aloud at the Madison Railroad Conference Room at the time and date stated above. Bids received after this time will be returned unopened. Each Bid must be enclosed in a sealed envelope bearing the title, “Madison Industrial Lead Track Construction Project, Madison, Madison Township, Jefferson County, Indiana”, and the name and address of Bidder.

The scope of work consists of the Contractor providing all supervision, labor, equipment, materials (not supplied by Madison Railroad), transportation and other appurtenances and incidentals needed to accomplish the following six items, furnish and install new 115RE turnout, construct new industrial siding track, install 900 crossties, dispose 900 crossties at certified landfill, install ballast, surface track and turnout, and mobilization and demobilization, in Madison, Indiana.

The CONTRACT DOCUMENTS, consisting of Advertisement for Bids, Information for Bidders, BID, Agreement, GENERAL CONDITIONS, SUPPLEMENTARY CONDITIONS, NOTICE OF AWARD, NOTICE TO PROCEED, CHANGE ORDER, DRAWINGS, SPECIFICATIONS AND ADDENDA, may be examined at the following location: Madison Railroad, City of Madison Port Authority, 1121 West JPG Woodfill Road, Madison, Indiana 47250.

Copies of the Plans and Specifications are available by electronic format and may be obtained for download by contacting the office of Madison Railroad located at 1121 W. JPG Woodfill Road, Madison, Indiana 47250 and are also available for download at www.madisonrailroad.com at no cost to bidder. A paper bound set of Plans and Specifications will be available to bidders at the railroad office at a cost of \$500.00 per set, prepaid, and non-refundable.

The OWNER reserves the right to waive any informalities or to reject any and all bids. Award will be made to the low, responsive, responsible bidder. No proposal may be withdrawn after the scheduled closing time for receipt and opening of bids for a period of at least sixty (60) days. A conditional or qualified bid will not be accepted.

Each BIDDER must complete and submit with BID Indiana Form 96 inclusive of Non-Collusion Affidavit (furnished by Bidder) Standard Questionnaire and Financial Statement and other required documents as required by Indiana Law.

Contractors and subcontractors are expected to comply and document compliance with the Buy American requirements in accordance with INDOT Section 106.01 (c) Standard Specifications, as defined in IC 5-16-8.

DATED this 25th of April 2023.

MADISON RAILROAD,
CITY OF MADISON PORT AUTHORITY
1121 WEST JPG WOODFILL ROAD
MADISON, INDIANA 47250
TELEPHONE: 812-273-4248

By: ADAM ROBILLARD, General
Manager



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MADISON RAILROAD

A DIVISION OF THE CITY OF MADISON PORT
AUTHORITY

MADISON INDUSTRIAL LEAD TRACK CONSTRUCTION PROJECT



MADISON, INDIANA

BID PACKET



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The Madison Railroad is requesting bids for a track project consisting of track relocation, track rehabilitation, and new track construction located in Madison, Indiana. We invite you to submit a sealed bid under the following terms and conditions:

1. Project be complete with all invoicing submitted prior to **December 31, 2023**.
2. Bidders must possess and be prepared to submit an approved FRA 219 Contractor Drug and Alcohol Compliance Plan and be compliant with all FRA training, safety, and labor obligations required by state and federal law prior to beginning work.
3. BUY AMERICA requirements apply to purchases of iron, steel and other manufactured products valued more than \$10,000 which are permanently incorporated into infrastructure projects. Proper documentation is also required.
4. Bids are due, at the address below, by no later than **9:00 A.M. EST on June 9, 2023**:

Madison Railroad
1121 W JPG Woodfill Road, Bldg 216
Madison, IN 47250

Bids shall be submitted on the Sealed Bid Submittal Form attached hereto. The Madison Railroad will open, review, and award the best bid offer by the lowest responsible and responsive bidder or reject all bids.

5. A pre-bid meeting will not be held. A site inspection may be arranged prior to bid closing date by appointment. Any further questions or comments related to the railroad or bid process should be addressed to General Manager, Adam Robillard (812) 273-4248.

Thank you in advance for your consideration and please feel free to contact us if you have any questions or comments.

Sincerely,

Adam Robillard
General Manager
Madison Railroad



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LOCAL SERVICE NATIONWIDE

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SEALED BID SUBMITTAL FORM

Please complete the following for the bid. Fill in all blanks.

1. This Bid is submitted to:

Madison Railroad, A Division of the City of Madison Port Authority
1121 W JPG Woodfill Road, Building 216
Madison, IN 47250
2. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the Owner in the form including the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.
3. In submitting this Bid, Bidder represents that:
 - a. Bidder has examined and carefully studied the Bidding Documents and other related data identified in the Bidding Documents.
 - b. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - c. Bidder is familiar with and satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - d. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawing identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, an procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
 - e. Based on the information and observations above, Bidder does not consider that further examinations, investigations, test, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions for the Bidding Documents.
 - f. Bidder is aware of the general nature of work to be performed by Owner and other at the Site that relates to the Work as indicated in the Bidding Documents.
 - g. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.



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4. Bidder certifies that:

- a. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- b. Bidder has not direct or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- c. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- d. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph D:
 - i. "corrupt practices" means offering, giving, receiving, or soliciting any of the thing of value likely to influence the action of a public official in the bidding process;
 - ii. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - iii. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - iv. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process, or affect the execution of the Contract.
- e. Time of Completion – Bidder agrees that all Work, including site restoration, demobilization, quality control, final acceptance, and final invoicing will be complete prior to **December 31, 2023**
- f. Basis of Bid – Bidder will complete the Work in accordance with the Contract Documents for the following price(s):



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Base Bid

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
1.	FURNISH AND INSTALL NEW 115RE TURNOUT	1 EA	\$ _____	\$ _____
2.	CONSTRUCT NEW INDUSTRIAL SIDING TRACK	600 TF	\$ _____	\$ _____
3.	INSTALL 900 CROSSTIES	900 EA	\$ _____	\$ _____
4.	DISPOSE 900 CROSSTIES AT CERTIFIED LANDFILL	900 EA	\$ _____	\$ _____
5.	INSTALL BALLAST, SURFACE TRACK AND TURNOUT	1 LS	\$ _____	\$ _____
6.	MOBILIZATION/ DEMOBILIZATION	1 LS	\$ _____	\$ _____
TOTAL BASE BID				\$ _____

Respectfully Submitted: _____

Signature

Address

Title

Date



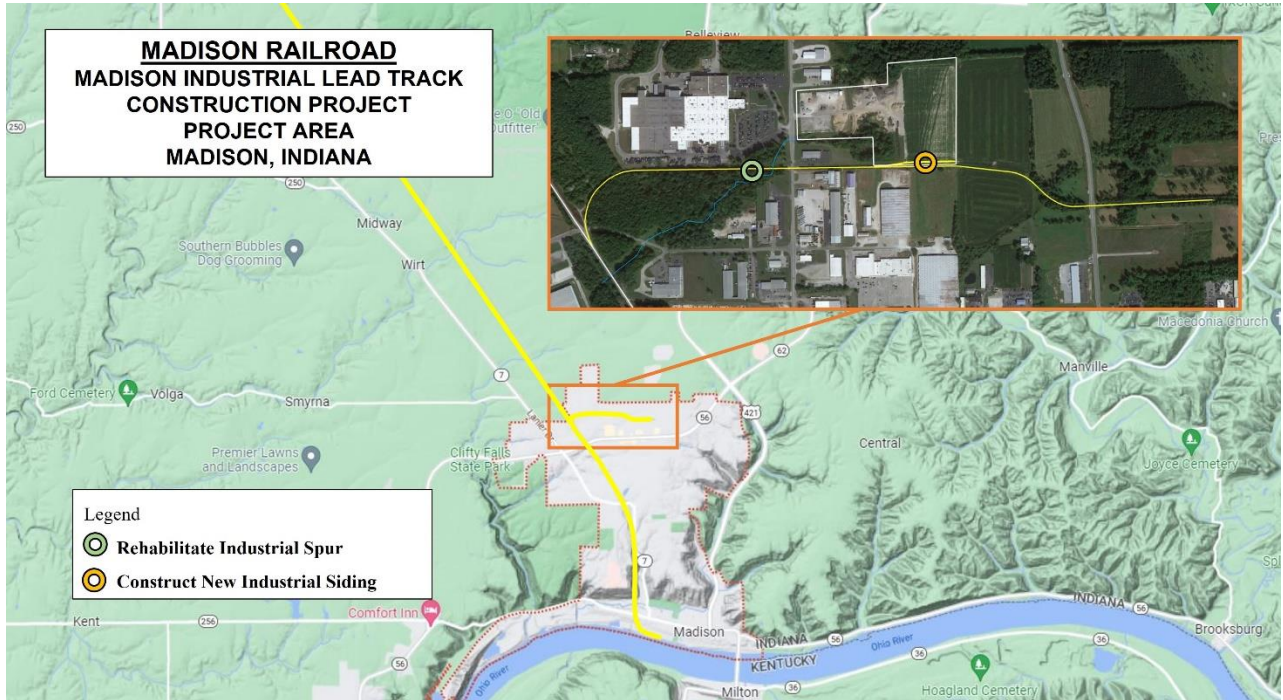
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TRACK WORK SPECIFICATIONS



SCOPE OF WORK

The Contractor shall provide all supervision, labor, equipment, materials, transportation and other appurtenances and incidentals needed to accomplish the following Scope of Work:

1. Furnish and install new 115RE turnout
2. Construct new industrial siding track
3. Install 900 crossties
4. Dispose 900 crossties at certified landfill
5. Install ballast, surface track and turnout
6. Mobilization and demobilization

NOTE: MADISON RAILROAD IS SUPPLYING ALL 8'6" CROSSTIES NEEDED FOR PROJECT



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LOCAL SERVICE NATIONWIDE

SCOPE OF WORK DETAILS

ITEM 1 – Furnish and Install New 115RE Turnout

Scope of Work - Contractor shall provide all labor, equipment, materials, supplies, and incidentals necessary to:

- Furnish and Install a new lefthand 115#RE No. 8 turnout

Materials - Contractor will be responsible to furnish, construct, and install one new turnout complete, as required.

- **Rail** – New, 115RE rail, 39' to 80' lengths, drilled to match joint bars
- **Joint Bars** shall be new, 6-hole, toeless joint bars
- **Track Bolts** shall be new, 1" x 6" AREMA button head oval neck track bolt with nut
- **Lock Washers** shall be new, 1" AREMA lock washers
- **Tie Plates** shall be new, double shoulder tie plates, for 5-1/2" rail base
- **Turnout Package** shall be new 115RE No. 8, non-insulated switch
 - SMSG No. 8 Frog
 - Non-insulated 16'-6" Knife-cut or Sampson undercut Switch Points
 - Adjustable Bracing
 - Model 51-A Switch Stand, new complete
 - WCH FM switch point protector for 5-1/2" rail base, new
 - Pandrol plates may be used in place of standard tie plates
- **Switch Timbers** shall be new 7"x9" required lengths (9' through 17') AREMA grade 5.
- **Spikes** shall be new, high carbon steel, 5/8" x 6" AREMA track spikes
- **Anchors** shall be new, drive-on type, for 115RE rail base
- **Ballast** shall be locally produced limestone ballast, clean INDOT #5 or equivalent, 6" below bottom of crossties

Installation – Remove existing track, grade, and construct in place one lefthand 115RE No. 8 turnout into existing track. New turnouts shall be installed complete, in accordance with AREMA Manual for Railway Engineering and conforming to standard CSX drawings. WCH FM switch point protectors shall be installed. Turnout to be fully (100%) box anchored. A minimum of three spikes shall be installed on each tie plate throughout the curved portion of the turnout where spikes are used instead of pandrol plates and screw spikes. The existing track is a combination of 100# and 85# rail. Transitions between the new 115RE rail and existing 85# rail should be done with a 100# transition rail at least 14' long utilizing appropriate compromise joint bars.



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ITEM 2 – Construct New Industrial Siding Track

Scope of Work

Contractor shall provide all labor, equipment, materials (excluding crossties), supplies and incidentals necessary to:

- Distribute material and construct 600 TF of new standard ballasted industrial track on prepared sub-ballast
- Furnish and Install one new hinged derail w/ sign
- Furnish and Install one bump post

Materials – Madison Railroad will supply new 7" crossties. All railroad supplied material will be stockpiled near the job site and the Contractor will be responsible for distribution, as required.

- **Rail** shall be high quality relay or new, 112RE rail (or greater), 33' to 80' lengths, drilled to match joint bars
- **Joint Bars** shall be relay or new 112RE 6-hole toeless, drilled to match rail
- **Compromise Joint Bars** of a proper fit shall be installed where required. Joint bars shall not be modified by torching or cutting.
- **Track Bolts** shall be new, 1" x 6" AREMA button head oval neck track bolt with nut
- **Lock Washers** shall be new, 1" AREMA lock washers
- **Tie Plates** shall be relay or new, double shoulder tie plates, for 5-1/2" rail base
- **Crossties** will be new 7" AREMA grade 4/5 crossties, provided by the Madison Railroad and stockpiled on site for Contractor, 20" center to center tie spacing.
- **Spikes** shall be new, high carbon steel, 5/8" x 6" AREMA track spikes
- **Anchors** shall be new or relay, drive-on type, sized correctly for rail used
- **Ballast** shall be locally produced limestone ballast, clean INDOT #5 or equivalent, 6" below bottom of crossties
- **Derail** shall be new one-way hinged derail sized properly for the rail section used w/ sign
- **Bump Post** shall be new, design to be approved by Madison Railroad

Installation – Construct 600 TF of new industrial track consistent with AREMA standards and Madison Railroad specifications. to a marked alignment, elevation, and sub-ballast prepared by others. Crossties will be supplied by Madison Railroad and stockpiled near the job site. Ties will be spaced at 20" center to center spacing. The Contractor will be responsible for distributing material as needed throughout the jobsite. Rail should be installed at maximum length and all holes in joint bars must be filled. Tie plates shall be placed under each rail at every tie, positioned with the cant to the gage side, centered on the tie, with 3 spikes installed per plate. Standard gage of 56-1/2" shall be maintained throughout. Rail joints shall be centered between ties and staggered so that joints are not positioned across from each other. Every fourth tie shall be box anchored and spiking pattern shall conform to Madison Railroad Standards. A new bump post shall be installed and hinged style derail installed at the foul point along with an adjacent derail sign.



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ITEM 3 – Install 900 Crossties

Scope of Work - Contractor shall provide all labor, equipment, materials (excluding ties), supplies and incidentals necessary to:

- Distribute and Install 900 crossties as marked by Railroad
- Furnish and Replace approximately 10 defective 85# and 100# joint bars throughout job site
- Pick up and dispose of all old crossties, and tie debris, to certified landfill

Materials – Madison Railroad will supply all new 6"x8"x8'6" crossties. All material will be stockpiled near the job site and the Contractor will be responsible for distribution, as required.

- **Crossties** will be provided by the Madison Railroad and stockpiled on site for Contractor.
- **Joint Bars** shall be relay, sized and drilled to match existing rail
- **Track Bolts** shall be new, AREMA button head oval neck track bolt with nut, sized appropriately for the joint bars used
- **Lock Washers** shall be new, AREMA lock washers
- **Spikes** shall be new, high carbon steel, 5/8" x 6" AREMA track spikes

Installation – Crossties shall be installed in a manner consistent with the existing tie spacing pattern. No anchors shall be installed. All crossties shall be installed at right angles to the track centerline and centered. When installing crossties, care shall be taken to prevent damage with picks and hammers. The spiking pattern shall match existing with approximately two (2) spikes per tie plate. Defective tie plates shall be replaced as necessary.

ITEM 4 – Dispose 900 Crossties at Certified Landfill

Scope of Work

Contractor shall provide all labor, equipment, materials, supplies and incidentals necessary to:

- Pickup and dispose of removed crossties
- Pickup and stockpile rail, OTM and other track components removed from the project in one agreed upon location.

Materials – Not Applicable

Execution – Crossties and all wood shall be cleaned up and disposed of at a certified landfill. Rail, tie plates, and joint bars removed in the project shall be picked up and stacked in an agreed upon location near the job site.



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ITEM 5 – Install Ballast, Surface Track and Turnout

Scope of Work

Contractor shall provide all labor, equipment, materials, supplies, and incidentals necessary to:

- Furnish and Install 100 NT of limestone rip-rap (~5-8") placed along existing ditch line
- Furnish and Install 800 NT of clean, locally sourced, limestone ballast, INDOT #5
- Tamp and surface one (1) new standard ballasted turnout
- Tamp and surface one (1) mile of existing and new standard ballasted track
- Perform quality work to ensure that no downed crossties remain
- Replace all cracked or broken joint bars
- Dress track with 6" minimum ballast shoulder
- Remove debris from ballast line

Materials

- **Ballast** – Shall be new limestone, dolomite, or granite material, free of loams, dust, or other foreign particles. Material shall be designated as INDOT No. 5 or other as approved by Madison Railroad.

Installation – Install rip-rap along approximately 900' of existing ditch line to build up the shoulder prior to installing ballast as directed by Madison Railroad. Install ballast along one mile of track, including turnout and new industrial track. Surface track utilizing a tamper capable of automatic line and lift (6700, Mark III, or similar) to provide proper compaction of the ballast uniformly. Crossties and switch timbers remaining "down", shall be raised to proper position, with full bearing against the rail, and be properly re-spiked to the rail. Each pass shall have a minimum of two (2) insertions with tamping heads. Additionally, each pass shall be performed including lining of the track structure. All cracked or broken joint bars shall be replaced with a minimum of two bolts per rail end.

ITEM 6 – Mobilization and Demobilization

Scope of Work

Contractor shall provide all labor, equipment, materials, supplies and incidentals necessary to:

- Obtain any oversize permits required for equipment moves.
- Stage all equipment necessary for the prosecution of the work.
- Clean up and remove all old/ leftover materials and debris from construction operations off of Railroad property and properly dispose of all such materials and/or debris.
- Restore any disturbed areas to original condition.
- Remove all equipment.



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ESTIMATED MATERIAL QUANTITIES

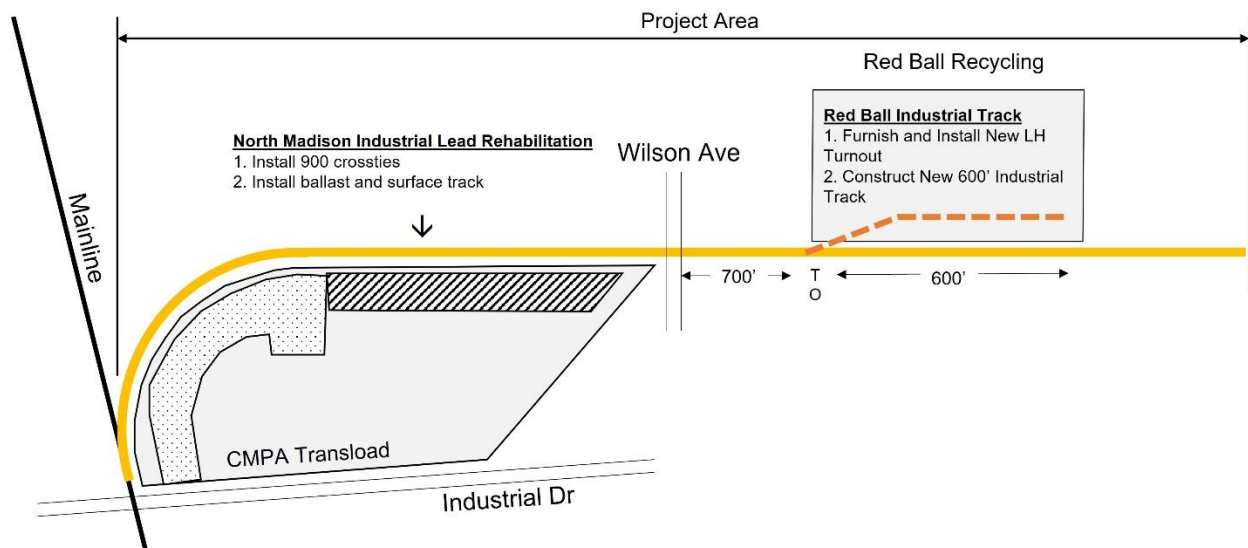
Material to be supplied by CONTRACTOR

- 800 NT of clean, locally sourced, limestone ballast, INDOT #5
- 100 NT of 5-8" limestone rip rap
- One (1) new No. 8, 115RE turnout package, complete
- One (1) hinged style derail w/ sign
- One (1) bump post
- 720 each DS tie plates (excluding turnout)
- 360 each rail anchors (excluding turnout)
- 40 sets of joint bars (Excluding turnout. For new track construction and replacement of existing broken joint bars on Industrial Lead)
- 4 sets of 100#/115#RE compromise joint bars
- 2,700 spikes (excluding turnout)
- 200 each 1"x6" track bolts (excluding turnout)

Material to be supplied by MADISON RAILROAD

- 900 each 8'6" crossties (6"x8"x8'6") for existing track rehabilitation
- 360 each 8'6" crossties (7"x9"x8'6") for new track construction
- Replacement tie plates during tie replacement, as required

EXHIBIT





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GENERAL REQUIREMENTS FOR CONTRACTORS WORKING ON MADISON RAILROAD PROPERTY

SAFETY:

- Contractor, Contractor Employees, Agents and/or Subcontractors must fully comply with all applicable FRA Railroad Workplace Safety Rules 49 C.F.R. Part 214.
- All Contractors are required to comply with all Madison Railroad rules and requirements for On-Track Safety and entry onto the property.

RESPONSIBILITIES:

- Permits. Contractor is responsible for any Federal, State, and Local permits required for the work.
- Schedule. Contractor is responsible to provide a schedule for the completion of the work with completion, including punch-list work, prior to December 31, 2023. Multi-day track outages can be arranged throughout portions of the project.
- Flagging. Contractor is **not** responsible for the cost of flagging.
- Site Clean-up. Contractor is responsible for site restoration and proper disposal of materials removed. Steel and other material which is to remain on property will be stockpiled in a location per the Bid Document.
- Madison Railroad will assist coordination of track outages
- Typical train operations are M-F 8am-3pm EST. Train schedules may be modified by request to allow extended working windows.

GENERAL PLANS, SPECIFICATIONS AND MATERIALS:

- All material procured must meet and comply with the BUY AMERICA REQUIREMENTS
- All improvements shall be constructed to a minimum of **FRA 213 Class 2 track standards**
- All work done and materials furnished shall comply with AREMA Standards and Specifications, and Madison Railroad specifications.
- Spike holes shall be plugged using either epoxy or wood plugs and old spikes shall not be reused.
- All ties, timber and rail installed shall be gaged to 56-1/2"
- No rail joints shall be located within or closer than 5' from the edge of any grade crossing
- Rail end mismatches shall not be corrected by grinding new rail. Existing rail should be built up by welding or grinding.

QUESTIONS:

- Questions of the proposed work and scheduling site visits can be directed to General Manager, Adam Robillard arobillard@madisonrailroad.com or (812) 273-4248.



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INSURANCE REQUIREMENTS

Licensee shall, at its own cost and expense, procure the following kinds of insurance and promptly pay when due all premiums for that insurance. If it so elects, the Railroad shall have the right to obtain such insurance and Licensee shall promptly reimburse Railroad for that expense. The following insurance shall be kept in force during the life of this Agreement:

Comprehensive general liability for at least \$1,000,000.00 combined single limit, bodily injury and property damage per occurrence, \$2,000,000.00 aggregate. The policy shall include: Completed operations liability, Contractual liability which would cover liabilities assumed under the contract with the Railroad, an endorsement deleting all exclusions for work performed near a railroad, an endorsement adding the Railroad as an additional insured and providing the Railroad 30 days' Notice of Cancellation or intent not to renew. Further, Licensee shall maintain a policy of railroad protective liability insurance for the benefit of Railroad in the amount of at least \$5,000,000.00 single limit and \$10,000,000.00 aggregate. Licensee shall furnish certificates to Railroad and provide not less than 30 days' notice of cancellation or materials change in coverage.

Worker's Compensation insurance covering the statutory liability as determined by the compensation laws of the state(s) affected by the Agreement and Employers' Liability. Also, compliance with all laws of states which require participation in the state workers' compensation fund.

The Licensee hereby waives its right to subrogation, as respects the above insurance policy(ies), against Railroad for payments made to or on behalf of employees of Licensee or its agents and for loss of its owned or leased property or property under its care, custody, and control while on or near Railroad's right-of-way or other real property. Licensee's insurance shall be primary with respect to any insurance carried by Railroad.

Contractor shall furnish to Railroad certificate(s) of insurance evidencing the required coverage and endorsement(s) and upon request a certified duplicate original of any of those policies. The insurance company(ies) issuing such policy(ies) shall notify Railroad in writing of any material alteration including any change in the retroactive date in any "claim made" policies or substantial reduction of aggregate limits, if such limits apply, or cancellation thereof at least thirty (30) days prior thereto.

The insurance policy(ies) shall be written by a reputable insurance company or companies acceptable to railroad or with a current Best's Insurance Guide Rating of A and Class Madison Railroad Right of Entry Permit Application 9 VI or better. Such insurance company shall be authorized to transact business in the state(s) affected by this Agreement.



CONTRACTOR'S BID FOR PUBLIC WORK - FORM 96

State Form 52414 (R2 / 2-13) / Form 96 (Revised 2013)

Prescribed by State Board of Accounts

PART I

(To be completed for all bids. Please type or print)

Date (month, day, year): _____

1. Governmental Unit (Owner): _____

2. County : _____

3. Bidder (Firm): _____

Address: _____

City/State/ZIPcode: _____

4. Telephone Number: _____

5. Agent of Bidder (if applicable): _____

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of _____

(Governmental Unit) in accordance with plans and specifications prepared by _____

_____ and dated _____ for the sum of

_____ \$ _____

The undersigned further agrees to furnish a bond or certified check with this bid for an amount specified in the notice of the letting. If alternative bids apply, the undersigned submits a proposal for each in accordance with the notice. Any addendums attached will be specifically referenced at the applicable page.

If additional units of material included in the contract are needed, the cost of units must be the same as that shown in the original contract if accepted by the governmental unit. If the bid is to be awarded on a unit basis, the itemization of the units shall be shown on a separate attachment.

The contractor and his subcontractors, if any, shall not discriminate against or intimidate any employee, or applicant for employment, to be employed in the performance of this contract, with respect to any matter directly or indirectly related to employment because of race, religion, color, sex, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS

(If applicable)

I, the undersigned bidder or agent as a contractor on a public works project, understand my statutory obligation to use steel products made in the United States (I.C. 5-16-8-2). I hereby certify that I and all subcontractors employed by me for this project will use U.S. steel products on this project if awarded. I understand that violations hereunder may result in forfeiture of contractual payments.

ACCEPTANCE

The above bid is accepted this _____ day of _____, _____, subject to the following conditions: _____

Contracting Authority Members:

PART II
(For projects of \$150,000 or more – IC 36-1-12-4)

Governmental Unit: _____

Bidder (Firm) _____

Date (month, day, year): _____

These statements to be submitted under oath by each bidder with and as a part of his bid. Attach additional pages for each section as needed.

SECTION I EXPERIENCE QUESTIONNAIRE

1. What public works projects has your organization completed for the period of one (1) year prior to the date of the current bid?

Table with 4 columns: Contract Amount, Class of Work, Completion Date, Name and Address of Owner. 4 empty rows.

2. What public works projects are now in process of construction by your organization?

Table with 4 columns: Contract Amount, Class of Work, Expected Completion Date, Name and Address of Owner. 4 empty rows.

3. Have you ever failed to complete any work awarded to you? _____ If so, where and why?

4. List references from private firms for which you have performed work.

SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE

1. Explain your plan or layout for performing proposed work. *(Examples could include a narrative of when you could begin work, complete the project, number of workers, etc. and any other information which you believe would enable the governmental unit to consider your bid.)*

2. Please list the names and addresses of all subcontractors *(i.e. persons or firms outside your own firm who have performed part of the work)* that you have used on public works projects during the past five (5) years along with a brief description of the work done by each subcontractor.

3. If you intend to sublet any portion of the work, state the name and address of each subcontractor, equipment to be used by the subcontractor, and whether you will require a bond. However, if you are unable to currently provide a listing, please understand a listing must be provided prior to contract approval. Until the completion of the proposed project, you are under a continuing obligation to immediately notify the governmental unit in the event that you subsequently determine that you will use a subcontractor on the proposed project.

4. What equipment do you have available to use for the proposed project? Any equipment to be used by subcontractors may also be required to be listed by the governmental unit.

5. Have you entered into contracts or received offers for all materials which substantiate the prices used in preparing your proposal? If not, please explain the rationale used which would corroborate the prices listed.

SECTION III CONTRACTOR'S FINANCIAL STATEMENT

Attachment of bidder's financial statement is mandatory. Any bid submitted without said financial statement as required by statute shall thereby be rendered invalid. The financial statement provided hereunder to the governing body awarding the contract must be specific enough in detail so that said governing body can make a proper determination of the bidder's capability for completing the project if awarded.

SECTION IV CONTRACTOR'S NON – COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

SECTION V OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated at _____ this _____ day of _____, _____

(Name of Organization)

By _____

(Title of Person Signing)

ACKNOWLEDGEMENT

STATE OF _____)
) ss
COUNTY OF _____)

Before me, a Notary Public, personally appeared the above-named _____ and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to before me this _____ day of _____, _____.

Notary Public

My Commission Expires: _____

County of Residence: _____

BID OF

_____ (Contractor)

_____ (Address)

**FOR
PUBLIC WORKS PROJECTS
OF**

Filed _____, _____

Action taken _____

AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between Madison Railroad,
City of Madison Port Authority (“Owner”) and
_____ (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK & PROJECT

1.01 *Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:*

Construction as defined by the Scope of Work of the project.

1.02 *The Project, of which the Work under the Contract Documents is a part, is generally described as follows:*

**“MADISON INDUSTRIAL LEAD TRACK CONSTRUCTION PROJECT,
MADISON, MADISON TOWNSHIP, JEFFERSON COUNTY, INDIANA”**

ARTICLE 2 – ENGINEER

2.01 *The Project has been designed by Madison Railroad, City of Madison Port Authority.*

ARTICLE 3 – CONTRACT TIMES

3.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

3.02 Contract Times: Deadline

A. All Work, including site restoration, demobilization, quality control, final acceptance, and final invoicing will be complete prior to December 31, 2023.

3.03 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence and that Owner will suffer financial and other losses if the Work is not completed within the times specified. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by the Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Final Completion: Contractor shall pay Owner \$2,500 for each day thereafter the time deadline has passed.

ARTICLE 4 – CONTRACT PRICE

4.01 *Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:*

For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item):

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
1.	FURNISH AND INSTALL NEW 115RE TURNOUT	1 EA	\$ _____	\$ _____
2.	CONSTRUCT NEW INDUSTRIAL SIDING TRACK	600 TF	\$ _____	\$ _____
3.	INSTALL 900 CROSSTIES	900 EA	\$ _____	\$ _____
4.	DISPOSE 900 CROSSTIES AT CERTIFIED LANDFILL	900 EA	\$ _____	\$ _____
5.	INSTALL BALLAST, SURFACE TRACK AND TURNOUT	1 LS	\$ _____	\$ _____
6.	MOBILIZATION/ DEMOBILIZATION	1 LS	\$ _____	\$ _____
TOTAL BASE BID				\$ _____

Total of Bid in Words

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. The General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Owner.

ARTICLE 5 – PAYMENT PROCEDURES

5.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Owner as provided in the General Conditions.

5.02 Progress Payments; Retainage

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor’s Applications for Payment on or about the 20th day of each month during performance of the Work as provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such

payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

5.03 Final Payment

- A. Upon final completion and acceptance of the Work in accordance of the General Conditions, Owner shall pay the remainder of the Contract Price.

ARTICLE 6 – INTEREST

6.01 *All amounts not paid when due shall bear interest at the rate of 8 percent per annum.*

ARTICLE 7 – CONTRACTOR’S REPRESENTATIONS

7.01 *In order to induce Owner to enter into this Contract, Contractor makes the following representations:*

- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
- B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor’s safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

- H. Contractor has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Owner is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 8 – CONTRACT DOCUMENTS

8.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement.
 - 2. Performance bond (if applicable)
 - 3. Payment bond (if applicable)
 - 4. Other bonds (if applicable)
 - 5. General Conditions
 - 6. Supplementary Conditions
 - 7. Specifications as listed in the table of contents of the Bid Packet
 - 8. Drawings
 - 9. Addenda
 - 10. Exhibits to this Agreement (if applicable)
 - a. Additional documents may be delivered or issued on or after the Effective Date of the Contract.
- B. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 9 – MISCELLANEOUS

9.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

9.02 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no

assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 9.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER:
Madison, Railroad, City of Madison Port
Authority

CONTRACTOR:

By: _____

By: _____

Title: _____

Title: _____
*(If Contractor is a corporation, a partnership, or
a joint venture, attach evidence of authority to
sign.)*

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

License No.: _____
(where applicable)

*(If Owner is a corporation, attach evidence of
authority to sign. If Owner is a public body, attach
evidence of authority to sign and resolution or
other documents authorizing execution of this
Agreement.)*

*NOTE TO USER: Use in those states or other
jurisdictions where applicable or required.*

Date of Issuance:

Owner: Madison, Railroad, City of Madison Port Authority Owner's Contract No.:

Engineer: Engineer's Project No.:

Project: **"MADISON INDUSTRIAL LEAD TRACK CONSTRUCTION PROJECT, MADISON, MADISON TOWNSHIP, JEFFERSON COUNTY, INDIANA"** Contract Name:

Bidder:

Bidder's Address:

TO BIDDER:

You are notified that Owner has accepted your Bid dated [_____] for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

_____ .
[describe Work, alternates, or sections of Work awarded]

The Contract Price of the awarded Contract is: \$ _____ *[note if subject to unit prices, or cost-plus]*

unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

a set of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner [_____] counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security and insurance documentation as specified in the Instructions to Bidders and General Conditions.
3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents.

Owner: Madison Railroad, City of Madison Port Authority

Authorized Signature

By:

Title:

NOTICE TO PROCEED

Owner: Madison Railroad, City of Madison Port Authority Owner's Contract No.:

Contractor: Contractor's Project No.:

Engineer: Engineer's Project No.:

Project: **"MADISON INDUSTRIAL LEAD TRACK CONSTRUCTION PROJECT, MADISON, MADISON TOWNSHIP, JEFFERSON COUNTY, INDIANA"** Contract Name:

Effective Date of Contract:

TO CONTRACTOR:

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on [_____, 20__].

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work shall be done at the Site prior to such date. In accordance with the Agreement, [the date of Substantial Completion is _____, and the date of readiness for final payment is _____] **or** [the number of days to achieve Substantial Completion is _____, and the number of days to achieve readiness for final payment is _____].

Before starting any Work at the Site, Contractor must comply with the following:
[Note any access limitations, security procedures, or other restrictions]

Owner: Madison Railroad, City of Madison Port Authority

Authorized Signature

By:

Title:

Date Issued:

Contractor's Application for Payment No. _____

Application Period:	Application Date:
To (Owner):	From (Contractor):
Project:	Contract:
Owner's Contract No.:	Contractor's Project No.:
	Engineer's Project No.:

Application For Payment Change Order Summary

Approved Change Orders	Additions	Deductions
Number		
TOTALS		
NET CHANGE BY		
CHANGE ORDERS		

1. ORIGINAL CONTRACT PRICE\$ _____

2. Net change by Change Orders\$ _____

3. Current Contract Price (Line 1 ± 2)\$ _____

4. TOTAL COMPLETED AND STORED TO DATE
(Column F on Progress Estimate)\$ _____

5. RETAINAGE:

- a. X _____ Work Completed\$ _____
- b. X _____ Stored Material\$ _____
- c. Total Retainage (Line 5a + Line 5b)\$ _____

6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)\$ _____

7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)\$ _____

8. AMOUNT DUE THIS APPLICATION\$ _____

9. BALANCE TO FINISH, PLUS RETAINAGE
(Column G on Progress Estimate + Line 5 above)\$ _____

Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By:	Date:	is recommended by:	Payment of:
		(Engineer) _____ (Date) _____	\$ _____ (Line 8 or other - attach explanation of the other amount)
		is approved by:	Payment of:
		(Owner) _____ (Date) _____	\$ _____ (Line 8 or other - attach explanation of the other amount)
		Approved by:	Funding Agency (if applicable) _____ (Date) _____

Endorsed by the Construction Specifications Institute.

Progress Estimate

Contractor's Application

For (contract):		Application Number:						
Application Period:		Application Date:						
A		B						
Item Specification Section No.	Description	Scheduled Value	Work Completed		E Materials Presently Stored (not in C or D)	F Total Completed and Stored to Date (C + D + E)	% (E) B	G Balance to Finish (B - F)
			C From Previous Application (C-H)	D This Period				
Totals								

Progress Estimate

Contractor's Application

For (contract):							Application Number:	
Application Period:							Application Date:	
A							B	
Item							C	
Description							D	
Bid Item No.							Bid Quantity	Unit Price
							Bid Value	Estimated Quantity Installed
							Value	Materials Presently Stored (not in C)
							Total Completed and Stored to Date (D + E)	% (F) / B
							Balance to Finish (B - F)	
Totals								

Stored Material Summary

Contractor's Application

For (contract):		Application Number:								
Application Period:		Application Date:								
A	B	C		D		E		F		G
Invoice No.	Shop Drawing Transmittal No.	Materials Description		Date (Month/Year)	Amount (\$)	Amount (\$)	Subtotal	Date (Month/Year)	Amount (\$)	Materials Remaining in Storage (\$) (D + E - F)
Totals										