

Bid Proposal

2026 Township Resurfacing Program

Time & Location of Bid:

9:45 A.M., March 26, 2026

Auglaize County Commissioners' Office, Administration Building,
209 South Blackhoof Street, Suite 209
Wapakoneta, Ohio 45895

Project Details:

Pusheta Township is accepting bids for improving Township highways with PG 64-22 performance grade asphaltic concrete in accordance with the plans and specifications as further detailed. The below listed bid items are for the providing of all necessary equipment, materials and labor necessary for the hauling, laying and rolling of said asphalt on the various roads listed. Additions or deletions from the estimated quantities will be based upon the unit bid prices. Complete project specifications are included with this bid proposal.

Berm Stone:

Also included in this package is the berm stone and its application. The contractor will be responsible for placing the berm stone within 72 hours of the resurfacing of the roadway where needed. The contractor is to leave all "Road Under Construction" signs in the work area until the berm stone has been placed. Signs shall remain until centerline painting has been completed.

The Township Resurfacing program will be bid and awarded in one phase. Project locations for this program are listed in the attached bid proposal. The Pusheta Township Trustees shall have the right to waive any informalities and have the right to reject any or all bids or specific line items in the bid.

Completion Date:

October 1, 2026

In keeping with the October 1, 2026 completion date, any additions to the proposed paving program shall be certified in writing to the successful bidder within 30 days of the award from the Pusheta Township Trustees. Any additional paving requested after the 30 day period shall have a negotiated completion date satisfactory with both parties.

Prevailing Wages:

The project is subject to Ohio's Prevailing Wage's (attached) as outlined in Section 4115 of the Ohio Revised Code.

Pavement Widths:

The estimated quantities for both asphalt concrete and tack coat are figured using all Township roadway widths as shown on Page 3 of this bid document.

Contractor Information

Contractor:	
Address:	
Federal ID #:	
Phone:	
Fax:	

Bid Tabulation

2026 Auglaize County Township Paving Program

Item No.	Estimate Qty.	Item	Unit Cost	Total Cost
441 (PG 64-22)	20,621 tons	Type 1 Surface Asphalt Concrete		
441 (PG 64-22)	963 tons	Type 1 Intermediate Asphalt Concrete		
407	13,654 gallons	Tack Coat		
411	4,290 tons	Berm Stone		
614	28.84 miles	Temp. Centerline		
614	Lump	Maintaining Traffic	Lump	
623	Lump	Construction Layout	Lump	
103.5	Lump	Contractor's Bond	Lump	

Total Amount of Bid =

Engineer's Estimate = \$2,596,333

Additional Bid Items

72" wide mill machine with hauling of grindings	\$	/hour
24" mill on skid loader and hauling grindings	\$	/hour
Deduction if Auglaize County provides trucking	- \$	/hour
448, Type 1 application of scratch course	\$	/ton
Trackless tack	\$	/gallon

Contractor's Authorized Representative:

(Signature)

(Date)

2026 Auglaize County Township Paving Program

The 2026 Auglaize County Township Paving Program consists of a total of 26.82 miles of paving and will be bid as one phase. This one phase will be awarded, bonded and contracted. Listed below are the general specifications as well as detailed specifications and schedule restrictions. A map showing the locations of the paving program is also attached.

SUMMARY:

This project consists of a 0.75" intermediate course on 2.02 miles and 1.25" thick asphalt overlay on a total of 26.82 miles of roadway and shall be paved using PG 64-22. Full road width paving is required. This project will be awarded following the successful completion of the bid process, but the contract will not be executed until after July 1, 2026 due to the funding source. The bid bond will be held as surety until the performance bond is submitted. Work cannot begin until after the execution of the contract, submittal of the performance bond and the approval of the County Engineer. The estimated early start date for this project is July 15, 2026.

Invoices for this project shall be submitted to the County Engineer for processing and approval. Payments will be made from both Ohio Public Works and Pusheta Township.

All other project requirements not stated in this section shall be governed by the "Auglaize County General Paving Specifications" section below.

Township Paving Locations

Township	Road Name	Location	Length (miles)	Width (ft)	Tons of Intermed.	Tons of Surface	Tack Gallons
Clay	Wrestle Creek	Gutmand to Clay	1	16		652	400
Clay	Southland	Ashburn to Geyer	0.75	16		489	300
German	Wilker Rd	Amsterdam to SR 274	1	20		815	500
Goshen	Santa Fe Line	US 33 to Middle Pike	0.5	19	232	387	475
Jackson	East Shelby	Bensman to Amsterdam	1	20		815	500
Logan	Zerkle	SR 198 to Bowsher	1.08	19		836	513
Moulton	Glynwood New Knoxville	US 33 to Glynwood	1.37	21		1172	719
Moulton	Conant	Kelly to Doering	1	20		815	500
Noble	Salem-Noble	St Marys River to Schillinger	1.25	18		917	563
Noble	Noble		1	18		720	450
Pusheta	Freyburg Dr	Hardin Pike to CR 25A	0.84	17		582	357
Pusheta	Cemetery Rd	Pusheta Rd south	0.25	17		173	106
Pusheta	Wiemert School	Brown Rd east	0.25	17		173	106
Salem	Seibert	Salem Noble to Barber Warner	1.02	20	499	831	1,020
Salem	Center Road		1.01	17		687	429
St.Marys	Waesch	CR66A to SR 364	2.14	20		1744	1,070
St.Marys	Schroeder	SR 219 to Harman Landing	1.2	19		929	570
St.Marys	East Shelby	The WAY to Southland	0.52	22		466	286
Union	Blank Pike	Wrestle Creek to Santa Fe Line	2	16		1304	800
Union	Santa Fe Line	Middle Pike South 1/2 mile leveling	0.5	19	232	387	475
Washington	Wiefenbach	All	1	17.5		713	438
Washington	Schulze	All	0.89	17.5		635	389
Washington	Holtkamp	All	1.17	19.5		930	570
Wayne	Moyer	SR 67 to Fairmount	1	18.5		754	463
		Totals	26.82		963	20,621	13,654

Auglaize County General Paving Specifications

Required bonding and supplemental information:

A bid bond or certified check in the amount of 10% of the total bid shall accompany all bid proposals to guarantee each and every bid proposal submitted to the Pusheta Township Trustees. All certified checks are to be made payable to the "Treasurer of Auglaize County". All bid bonds and certified checks shall be released to any unsuccessful bidders within 10 days of the Pusheta Township Trustees making an award of a contract.

The contractor shall present to the Board of Pusheta Township Trustees a 100% performance bond within 10 days from the notice of award by the County Commissioners.

The successful bidder, prior to the signing of the contract, shall provide to the Trustees:

1. A "Certification of Personal Property Tax" form (attached).
2. An OSHA contractor's agreement
3. Proof of liability insurance with minimum coverage as specified.
4. Anti-terrorism form
5. Campaign Contribution Certification
6. Affirmative Action Clause: Each bidder, contractor or subcontractor shall fully comply with all rules, regulations, or restrictions in full as per Executive 11246 of Affirmative Action, Non-discrimination and employee laws.

Job Mix Formulas:

The Contractor shall provide a copy of the ODOT 441 (PG64-22) Type 1 Light Traffic, job mix formula for each plant that provides hot mixed asphalt to this project. All mixes shall follow ODOT Job Mix Formula with the exception that the bitumen content shall be 0.2% higher for the 441 (PG64-22) Traffic mix. Section "441.02 Composition" of the current ODOT specifications shall be used for acceptance for gradation.

Recycled asphalt shall not exceed 20% of any mix produced.

The ODOT Construction and Specifications Manual dated January 2023 shall be used as the reference for all other specifications relating to materials, application methods, penalties, etc. not directly mentioned as part of this bid document.

Testing:

The Contractor will test the mix in accordance with the requirements of ODOT CMS 403 with the following revisions:

- For Verification Acceptance, the contractor shall pull a separate 10,000 gram sample any time Quality Control samples are pulled to match the 403 sampling specifications. All samples taken will be marked with all information needed for comparison checks by the County. These samples will be tested, randomly and at the County's discretion for comparison by an approved laboratory using the same methods listed in ODOT CMS 403.
- The Contractor shall supply the appropriate asphalt sample, paper work, test results etc. necessary to allow the independent laboratory to accurately run and compare the test results.
- The contractor shall notify the County any time samples are pulled to coordinate sample pickup.
- All costs associated with independent testing for verification acceptance will be the responsibility of the County.
- Testing not in agreement will be investigated.

The County reserves the right to employ an independent inspector to monitor the Contractor's laboratory, equipment, test methods, procedures etc.

Asphalt samples may be taken by the County from the on-site paving application. Any testing on these samples is the discretion of the County but shall be performed by an approved laboratory. All costs of testing shall be the responsibility of the County. All batch slips from the plant shall show the percent of AC asphalt contained in said load with all weight to be in "English" units (tons).

Penalties:

Penalties for non-completion of the project by October 1, 2026 shall be in accordance with ODOT CMS Manual 2023 Table 108.07-1. No Sunday work shall be permitted.

Liability:

The contractor shall be able to furnish satisfactory evidence of automobile and general liability insurance coverage in an amount no less than five million (\$5,000,000), to ensure adequate payment for any damage caused by the resurfacing operations.

Railroad Coordination:

RJ Corman railroad crosses Waesch Road in St Marys Township. The Township has paid the necessary fees and obtained an access permit for paving operations within the railroad right-of-way. The contractor shall be responsible for acquiring the necessary insurance coverage limits to meet the requirements of this access permit obtained by St. Marys Township. The contractor will also be responsible for coordinating the inspection with RJ Corman at the time of construction.

Traffic Control:

It will be the responsibility of the Contractor to provide all traffic control for the work performed. It will be the responsibility of the Contractor to notify the Auglaize County Sheriff at 419-739-6565 of the location of the construction.

Unmarked "NO PASSING ZONES" signs shall be installed where necessary and to remain until final pavement markings are completed.

It will be the responsibility of the Contractor to notify schools prior to construction to notify them of possible delays (school district boundaries and phone numbers can be obtained from the Auglaize County Engineer).

The Contractor shall maintain and leave the "Road Under Construction" signs in place after the resurfacing until the berm stone has been placed and centerline painting completed. The contractor shall OUPS all locations with posts to be driven to a minimum of 24" depth.

Payment:

Payments shall be based upon unit quantities applied with a pay factor as detailed below in the "Pay Scale Table" Section of these specifications. The Contractor shall be paid 100% of all work performed, after test results of the asphalt samples have been determined. All invoices shall contain the exact quantities of materials placed for each individual roadway and sent to the Auglaize County Engineer.

All billing for resurfacing of township roadways shall be directed to the Auglaize County Engineer for review processing through Ohio Public Works. Pusheta Township will be responsible for the remainder of the project costs.

Based upon existing revenue account balances at the time of request for payment, Pusheta Township has the right to defer final payments until December 15, 2026.

Pay Scale Table:

As stated above, the Contractor will be taking one test out of each 500 ton batch applied throughout the project and payment shall be made on the 4 tests or 2000 ton lot. Payments will be made on the entire 2000 tons based upon the corresponding average of the four test results.

The following chart will be used by the County Engineer in determining said pay factors for bitumen content (+0.2% greater than the 441 job mix formula):

Pay Factor	Deviation of the Mean for Bitumen Content			
	1 Test	2 Test	3 Test	4 Test
1.00	± 0.70	± 0.57	± 0.36	± 0.30
0.98	± 0.71-0.80	± 0.48-0.54	± 0.37-0.42	± 0.31-0.35
0.94	± 0.81-0.90	± 0.55-0.61	± 0.43-0.48	± 0.36-0.40
0.85	± 0.91-1.00	± 0.62-0.68	± 0.49-0.54	± 0.41-0.45
0.70	± 1.01-1.10	± 0.69-0.75	± 0.55-0.59	± 0.46-0.50

Additional Notes

The extra cost per ton for a "scratch course" shall be applied to any one mile section of roadway receiving less than 200 tons.

The County Engineer shall be notified of the scheduling of the resurfacing one week prior to the beginning of work. The County Engineer or his designated representative (inspector) at the jobsite will instruct the contractor to either add or delete tonnage on a particular section of roadway due to the existing profile.

The entire width of the pavement shall be cleaned with power-operated brooms prior to resurfacing. No rubber-tired rollers shall be used in either "knock-down" or finish rolling.

No intersections are to be resurfaced unless the roadway being resurfaced is the "through" road.

The contractor will be required to seal all feathered joints with AC20.

All work performed by the Contractor shall be subject to the administration of Section 4115 of the Ohio Revised Code (prevailing wages).

All existing concrete or asphalt driveways entering the proposed roadways are to be "feathered" to meet road grades at a distance not to exceed three feet from the edge of the pavement unless otherwise directed by the engineer or township trustees. Only existing asphalt mailbox approaches shall be resurfaced unless otherwise directed by the County Engineer or Township Trustee. The County Engineer shall advise the Contractor of any bridge decks not to be resurfaced, prior to the paving of the roadway (see itemized specifications).

Class II temporary centerline is to be the placement of 4" wide by 12" long yellow tape at 50' intervals. The tape shall be the quality typically used for temporary centerline. Temporary centerline is to be in place at the completion of each days resurfacing.

The County Engineer shall provide risers for all of the surveying monument boxes located on the roadways to be resurfaced. It shall be the responsibility of the Contractor to install said risers to grade at the time of the resurfacing. A map of the locations of the boxes will be provided.

Andrew Baumer, P.E., P.S.
Auglaize County Engineer

Brian Schlosser
Pusheta Township Fiscal Officer

This page must be executed prior to submission of bid

The undersigned bidder hereby agrees that within ten (10) days from the date of the written notice of bid acceptance will enter into a contract with the Auglaize County Board of Commissioners and to have furnished the required performance bond in the amount of one hundred percent (100%) of the contract price or forfeit to the Auglaize County Board of Commissioners as liquidated damages the bid bond.

Dated the _____ day of _____, 20_____.

IF AN INDIVIDUAL, SIGN BELOW

Name: _____

Address: _____

IF AN INDIVIDUAL DOING BUSINESS UNDER A TRADE NAME, SIGN BELOW

Trade Name: _____

Address: _____

By: _____ Sole Owner

IF A PARTNERSHIP, SIGN BELOW

Name: _____

Address: _____

By: _____ Partner

By: _____ Partner

By: _____ Partner

By: _____ Partner

IF A CORPORATION, SIGN BELOW

Name: _____

Address: _____

Incorporated under the laws of the State of _____

By: _____ Title: _____

The _____

of _____ is hereby offered as the Surety on the bid. If such surety is not acceptable to the Auglaize County Board of Commissioners, another and satisfactory surety company will be furnished.

The following persons, firms, or corporations are possible Subcontractors for the project. If no subcontractors are anticipated fill in NONE on the first line.

Name: _____ Is subcontractor DBE Yes/No _____

Address: _____

Percentage _____ Amount of work to be supplied _____

Name: _____ Is subcontractor DBE Yes/No _____

Address: _____

Percentage _____ Amount of work to be supplied _____

Name: _____ Is subcontractor DBE Yes/No _____

Address: _____

Percentage _____ Amount of work to be supplied _____

Name: _____ Is subcontractor DBE Yes/No _____

Address: _____

Percentage _____ Amount of work to be supplied _____

Name: _____ Is subcontractor DBE Yes/No _____

Address: _____

Percentage _____ Amount of work to be supplied _____

Make additional copies as necessary.

Bid Bond

Know All Persons By These Present:

that we, the undersigned _____ as principal, and _____ as sureties, are held and firmly bound unto the Board of County Commissioners of Auglaize County, Ohio in the penal sum of dollars(\$ _____) which is 5% of the bid, for the payment of which, well and truly to be made we hereby jointly and severally bind ourselves, our heirs and executors, administrators, successors and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS such that if the attached proposal of _____ for 2025 AUGLAIZE COUNTY ROAD PAVING is accepted and the contract awarded to the above named bidder, and the said bidder shall, within ten (10) days after notice of such award, enter into a contract in writing with surety or sureties to be approved by the Board of County Commissioners for the faithful performance of said contract, this obligation shall be void, otherwise the same shall be in full force and virtue in law.

Signed this _____ day of _____ 20____.

Principal

Surety

NONCOLLUSION AFFIDAVIT

STATE OF OHIO
COUNTY OF AUGLAIZE.

Bid Identification: 2025 Auglaize County Road Paving

The undersigned, being duly sworn, deposes and says that he/she

(TITLE)

of _____
(NAME OF COMPANY SUBMITTING BID)

The party hereby submitting the bid:

- that such bid is not made in the interest of or on behalf of any disclosed person, partnership, company, association, organization, or corporation
- that such bid is genuine and not collusive or sham
- that said bidder has not directly or indirectly induced or solicited any other bidder to submit a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to submit a sham bid, or that anyone shall refrain from bidding
- that said bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of said bidder or any other bidder, or to fix any overhead, profit, or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract
- that all statements contained in such bid are true; and further, that said bidder, has not directly or indirectly submitted his bid price of any breakdown thereof, or the contents thereof, divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in his general business.

By: _____
(Name & Title)

Subscribed and sworn to before me this _____ day of _____, 20_____.

(Notary Public)

(Seal of Notary)

Campaign Contributions Limitations Certifications
ORC 3517.13 (I)(3) & (J)(3)

I, the undersigned, on behalf of the Bidder identified below, hereby certify that, within the two previous calendar years, no person identified below, as an individual and while in a position described below, has made one or more contributions totaling in excess of one thousand dollars (\$1,000.00) to the holder of the public office having ultimate responsibility for the award of the subject contract or to the public officer's campaign committee.

Said persons are:

- a) The individual owner, if the Bidder is a sole proprietorship; or
- b) Each partner or owner, if the Bidder is a partnership; or
- c) Each shareholder, if the Bidder is an unincorporated business or an association, including without limitation a professional association, estate or trust; or
- d) Each owner of more than 20% of a Bidder that is a corporation or business trust; and
- e) Each spouse of any person identified in (a) through (d), above; and
- f) Each child seven years of age to seventeen years of age of any person identified in (a) through (d), above; and
- g) Any combination of said person.

Signed this _____ day of _____, 20_____.

Bidder: _____

Signed: _____

Printed Name: _____

Title: _____

Contractor's Certification of OSHA Compliance

I hereby certify to Auglaize County that all of my employees and employees working for all subcontractors hired by my firm, while working at the jobsite of/for this improvement, will comply and meet all OSHA requirements and specifications.

I further understand that by signing is compliance certification, that my firm will hold Auglaize County harmless for any OSHA findings or infractions that would or could occur as the result any work performed by the employees of my company or any subcontractor hired by my company.

Contractor: _____

Authorized Signature: _____

Title: _____

Date: _____

**ENTRY PERMIT
RJCW26003**

This Entry Permit (the "Agreement"), made as of February 20, 2026, by and between the R. J. Corman Railroad Company/Western Ohio Line, hereafter referred to as "Railroad" whose mailing address is P.O. Box 788, Nicholasville, Kentucky 40340, and Saint Marys Township, hereafter referred to as "Permittee" whose mailing address is PO Box 59, Wapakoneta, Ohio 45895.

Permittee understands that this is an active railroad, and all Permittee's employees, invitees, contractors and affiliates must exercise care, caution and prudence appropriate to such an environment for their own safety and the safety of those around them.

The Railroad agrees to allow Permittee to enter its property at or near City, County, State at Railroad Milepost 2.02 Minster Branch for the purpose of resurfacing Waesch Road. Permittee has permission to enter the railroad property but is not to cross the track(s) with any equipment without first notifying the Railroad of its intent to do so. The Railroad may elect to have a representative present should any equipment need to cross the track. Should the Railroad incur any costs or suffer services interruption associated with Permittee's entry, all costs will be reimbursed by Permittee to Railroad within 30 days.

In consideration for this access, Permittee shall:

1. Submit payment of \$250.00, made payable to R. J. Corman Railroad Company/Western Ohio Lines and returned with this signed agreement.
2. Obtain all necessary permits and licenses from any Federal, State or local public authority at its sole cost and expense; shall observe and comply with all applicable laws, regulations and codes governing work; shall defend, protect and hold railroad harmless for failure to do so.
3. Assume, and at all times hereafter release, indemnify, defend and save harmless from and against any and all liability, loss, claim, suit, damage, charge or expense which Railroad may suffer, sustain, incur or in any way be subjected to, on account of death or injury to any person whomsoever (including officers, agents, employees or invitees of Railroad), and for damage to or loss of or destruction of any property whatsoever, arising out of, resulting from, or in any way connected with the entry of Permittee and its employees, invitees, contractors and affiliates on Railroad property.
4. Provide certificate of **Railroad Protective Liability Insurance** with a limit of not less than TWO MILLION DOLLARS (\$2,000,000) Combined Single Limit per occurrence and SIX MILLION DOLLARS (\$6,000,000) aggregate, if working within fifty (50) feet of the railroad tracks. Railroad must be named as insured on certificate.
5. Provide certificate of **General Liability Insurance** with a coverage limit of not less than ONE MILLION DOLLARS (\$1,000,000.00) Combined Single Limit per occurrence. Railroad must be named as additional insured on certificate.
7. Maintain ditches and construction site free of trash and debris; shall leave railroad right of way in the same condition as it was prior to entry.
8. Employ suitable attire and wear appropriate personal protective equipment such as, but not limited to, steel-toed boots, hard hats, safety glasses and safety vest.

Witnessed by:

Saint Marys Township

By: _____

Printed Name: _____

Title: _____

Witnessed by:

R. J. Corman Railroad Company/Western Ohio Lines

By: _____

Cara Sparkman, Director of Contracts and Real Estate

***The Railroad must always be notified of the date you plan to enter the property.
Failure to notify Railroad can result in STOP WORK.**

Railroad Contact Information: Duane Rasneor (419-733-1154)

Entry Permit Expires: August 20, 2026

Parcel Data

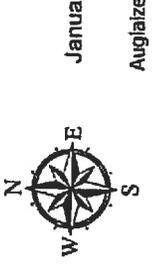
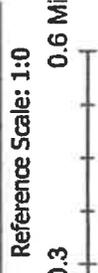


ParID:
 Owner:
 Parcel Address:
 Legal Description:
 Section:
 Acres:

Town:
 Range:
 Address 1:
 Address 2:
 Address 3:

Vol:
 Survey:
 Mail Owner:

Page:



Tax Map/GIS Mapping
 Auglaize County
 209 S. Blackhoof Street
 Wapakoneta, Ohio 45895

R. J. CORMAN RAILROAD COMPANY
APPLICATION FOR RIGHT OF ENTRY ON RAILROAD PROPERTY

PROJECT OWNER REQUESTING ENTRY

Complete Legal Name of Applicant ST. MARYS TOWNSHIP
Contact ANDREW BAUMER Telephone 419-739-6520
Email Address abaumer@209lakecounty.oh.gov
Mailing Address PO Box 54, WAARCONETA, OH 45895
Type of Business Entity: Corporation: State _____ Individual Other: _____
 Partnership: Type _____ State _____ Municipality

PROJECT DETAILS

Bridge Inspection For Future Public Project Geotechnical Soil Borings Engineering
 Surveying Staging Area Groundwater Sampling Monitoring Wells
 Soil Sampling Remediation Sediment Sampling Other: _____

Is this project covered by an existing RJC permit/agreement or master agreement? NO YES Agreement # _____
Is this project related to a public project or other project with RJC? NO YES Explain: TOWNSHIP PAVING PROJECT
Project # _____

PROJECT LOCATION:

State OH County AVUIAIZE City/Township ST. MARYS TOWNSHIP
This accessed area is located _____ ft _____ (direction) of Railroad Mile Post _____
Latitude -84.3914 Longitude 40.50972 (decimal preferred) What is your source OHIO RAILROAD INED SYSTEM
Nearest public road/access address: WAESCH RD. (TR 110) DOT # 9769669
How close will the proposed activity be to the nearest railroad track? CROSSING TRACKS
Will this activity require crossing the tracks? NO YES If Yes, Explain: PAVING ACROSS TRACKS

DESCRIPTION (include purpose, scope, materials, equipment, vehicles, number of persons, special conditions, etc):

WE ARE RESURFACING WAESCH RD & WOULD LIKE TO PAVE ACROSS THE TRACKS TO PROVIDE THE SMOOTHEST RIDE POSSIBLE. THIS SECTION OF RAIL IS UNDER EXEMPT STATUS. WE WOULD PAVE ACROSS THE RAILS FIRST & THEN REMOVE MATERIAL OVER THE EXISTING RAILS.

Please include additional pages of description if necessary.

Required map/drawing of entire area to be accessed, including point of access and activity, is attached.
 Entry Permit Application Fee of \$850.00 is included.

Applicant acknowledges that no entry is authorized until Entry Permit is executed, fees are paid, insurance certificates are provided, and work is scheduled with Railroad Manager.

Andrew Baumer ANDREW BAUMER 1/23/2026
Signature Printed Name Date

If approved, there will be an Entry Permit Fee required. Fees are based on the purpose of entry & details specific to each application. Please note that if, for any reason, you have a need or are required to submit a revised/amended application, said revised/amended application shall be subject to the Application Amendment Fee of \$250.00.

If approved, applicant may be required to meet with Railroad Manager to review safety requirements.

Proof of Public Liability or Commercial Liability Insurance will be required. If project is within 50' of the railroad track, Railroad Protective Liability Insurance will be required also. R.J. Corman's policy does not provide for the option of adding a rider to its policy as a substitute for applicant's purchase of its own policy.

Your RJC Entry Permit number should be included on your certificate. This agreement number will be assigned with application approval.

ENTRY ON THE PROPERTY IS NOT ALLOWED UNTIL YOU HAVE AN EXECUTED AGREEMENT

STATE OF TEXAS
COUNTY OF [illegible]

NOTARIAL PUBLIC

[illegible text]

Insurance Requirement RJ Corman Railroad Company/Western Ohio Lines

- During the continuance of the Agreement, a Certificate of **Public Liability or Commercial Liability Insurance**, naming Licensee as insured and covering liability assumed by Licensee and naming **RJ Corman Railroad Company/Western Ohio Lines** as “additional insured”. A coverage limit of not less than \$1,000,000.00 Combined Single Limit per Occurrence for bodily injury liability and property damage liability is required and \$2,000,000.00 is recommended as a prudent limit to protect Licensee's assumed obligations. This should also cover contractual liability during periods of survey, installation and maintenance. Evidence of insurance coverage shall be endorsed to provide for thirty (30) days’ notice to RJ Corman Railroad Company, prior to cancellation or modification of any policy. Certificate of insurance should be mailed each successive year to RJ Corman Railroad Company.
- During the construction phase, a **Policy of Railroad Protective Liability Insurance** naming **RJ Corman Railroad Company/Western Ohio Lines** as “insured” with limits of \$2,000,000.00 per Occurrence and \$6,000,000.00 aggregate, if working within fifty (50) feet of the railroad tracks. Please note: RJ Corman’s policy does not provide for the option of adding a rider to its policy as a substitute for applicant’s purchase of its own policy. (If an outside contractor is performing the installation, it is acceptable for you to pass the responsibility of obtaining the RPL to that contractor if you wish, *as long as the policy is in the name of our Railroad as outlined above and coverage is not based on “contractual liability” or per “written contract”*, as RJ Corman does not have a written contract with the contractor)
- Your RJC Agreement number should be included on both the certificate and policy.

As an alternate to above, if your General Liability policy has a provision which covers work done within 50 feet of railroad track, provide **General Liability Insurance** with a limit of not less than TWO MILLION DOLLARS (\$2,000,000) Combined Single Limit per occurrence and SIX MILLION DOLLARS (\$6,000,000) aggregate, with no exclusion for work performed within 50 feet of the railroad track noted in the special provisions sections of the certificate and **RJ Corman Railroad Company/Western Ohio Lines** must be named as an additional insured.

If questions, please contact:

Becky Cummings
Real Estate Admin.
101 R.J. Corman Drive (40356)
P.O. Box 788
Nicholasville, KY 40340
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