



GENERAL INFORMATION

CITY OF ALLEN, TEXAS  
BIDS WILL BE ACCEPTED IN THE OFFICE OF THE PURCHASING MANAGER

**REQUEST FOR PROPOSAL**  
**2020-10-24**  
**TRANSPORTATION OF LOCOMOTIVE AND TENDER**

PROPOSALS ARE DUE TO THE PURCHASING DIVISION PRIOR TO:

**May 1, 2020 @ 10:00 A.M. CST**

**ELECTRONIC RESPONSES SUBMITTED THROUGH**  
**IONWAVE E-BID SYSTEM ARE RECOMMENDED**

<http://allentx.ionwave.net>

NO LATE BIDS WILL BE ACCEPTED  
FACSIMILE OR E-MAILED BIDS WILL NOT BE ACCEPTED

PROPOSAL PACKAGES MAY BE DELIVERED OR MAILED TO:

**CITY OF ALLEN PURCHASING DIVISION**  
**305 CENTURY PARKWAY**  
**ALLEN, TX 75013**

FOR ADDITIONAL INFORMATION CONCERNING THIS PROPOSAL PLEASE CONTACT:

Ellen Ataie, Contract Administrator  
214-509-4632, eataie@cityofallen.org

**SECTION I  
NOTICE TO OFFERORS**

**1.1 INTRODUCTION**

Section I provides general information to potential proposers on subjects such as where to submit proposals, number of copies, amendments, proprietary information designation, and other similar administrative elements.

**1.2 SUBMISSION OF PROPOSAL**

Electronic responses submitted via our online bidding system (<http://allentx.ionwave.net>) are the preferred method of receiving responses for this solicitation. All proposals will be sealed and received by the City of Allen Purchasing Office. Proposals shall be in one envelope clearly marked: Bid Number, Title, and Opening Date on the outside of the envelope containing the bid.

**REQUEST FOR PROPOSAL  
2020-10-24**

TRANSPORTATION OF LOCOMOTIVE AND TENDER

Sealed offers not submitted through Ionwave are to be submitted to:  
City of Allen, Purchasing Department  
305 Century Parkway  
Allen, TX 75013

**NO LATE OFFERS WILL BE ACCEPTED  
FACSIMILE / EMAIL PROPOSALS WILL NOT BE ACCEPTED**

**Proposals are due by: May 1, 2020 @ 10:00 A.M. Central Time**

There will not be a public opening for this solicitation, as this is a request for proposal.  
A list of submitting bidders will be available after the due date.

**1.3 PRE-PROPOSAL MEETING**

A pre-proposal phone conference will take place on Friday, April 17th at 1:30 PM CST. The conference will be accessible by dialing Toll number: +1 (830) 476-3317 and entering 40123251# (Dial-in Number). The conference ID is 40123251.

**1.4 NUMBER OF COPIES**

For paper offers, proposer shall submit one (1) original set and one (1) copy of proposal documents. This will greatly facilitate the evaluation process. The proposal shall remain the property of the City of Allen. The original copy shall be unbound and clearly marked "**Original**".  
**ELECTRONIC SUBMISSIONS ARE HIGHLY ENCOURAGED.**

**1.5 PROPOSAL INFORMATION**

All questions regarding proposal preparation, the selection process, specifications and interpretations of the terms and conditions of the bid shall be submitted in writing. Any addenda will be issued no later than three (3) calendar days prior to the deadline for submission of offers.

Costs for developing/producing proposal response and possible subsequent interview or presentation are entirely the obligation of the proposer and shall not be chargeable in any manner to the City of Allen.

All proposals will be reviewed and evaluated by City staff. The City reserves the right to evaluate each proposal on a separate and individual basis, to invite selected firms to make personal presentations to staff. The City further reserves the right to reject any and all proposals submitted, or accept a proposal deemed most advantageous to the City.

*If an emergency or unanticipated event interrupts normal City processes so as to cause postponement of the scheduled bid opening, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal City processes resume or to such other date and time as may be provided by the Procurement Services Office in a written notice to bidders."*

## **1.6 DISCLOSURE OF RESPONSE**

All information submitted in an accepted response must be retained by the City of Allen for the period specified in the City of Allen's record retention schedule created under Government Code Section 441.180, et sequitur. The information will not be returned to the respondent. The Public Information Act (PIA), Government Code Chapter 552, allows the public to have access to information in the possession of a governmental body through an open records request. Therefore, the respondent shall clearly identify in the response any confidential or proprietary information. Proprietary information identified by the respondent in the response, will be kept confidential by the City of Allen to the extent permitted by state law. The City of Allen merely raises the exception on behalf of the vendor. The City of Allen takes no legal position on disclosure. The City of Allen will use best efforts to give the respondent or the awarded vendor an opportunity to present to the Office of the Attorney General its arguments for non-disclosure of its identified confidential or proprietary information.

## **1.7 CERTIFICATE OF INTERESTED PARTIES**

### **Government Code § 2252.908 Disclosure of Interested Parties (Form 1295)**

The statute applies to all city contracts entered into after December 31, 2015 that have a value of \$50,000 or greater. The statute requires business entities entering into such contracts to disclose the interested parties to the contract. A "business entity" is any entity recognized by law through which business is conducted, including a partnership, corporation, or sole proprietorship. "Interested parties" include a person who has a controlling interest in the business entity or who actively participates in facilitating the contract or negotiating the terms of the contract (including a broker, intermediary, advisor, or attorney for the business entity). The business entity disclosure must be on a 1295 form prescribed by the Texas Ethics Commission (see Exhibits attached to this solicitation). The rules and form have been adopted by the Texas Ethics Commission and has been posted on its Internet web site Texas Ethics Commission. [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

The disclosure must be submitted to the city at the time the business entity submits the signed contract to the city (as opposed to some point prior to award and selection of the contractor/vendor). Not later than 30 days after the date the city receives the disclosure, the city shall submit a copy of the disclosure to the Texas Ethics Commission.

## **1.8 ADDENDUMS/AMENDMENTS**

Any interpretations, corrections and/or changes to a bid solicitation or extensions to the opening date will be made by addenda to the respective document when necessary. An addendum will be published and distributed by email to all that are known to have received a copy of the bid and related specifications. However, it shall be the sole responsibility of the bidder to verify issuance/non-issuance of addenda and to check all avenues of document availability prior to opening date and time to ensure bidder's receipt of any addenda issued. No addenda will be issued 3 days prior to bid opening. The last day for questions will be **on Wednesday, April 22, 2020 at 5:00 PM. The last day for addenda will be on Monday, April 27, 2020 at 10:00 AM.** Any addenda issued within 3 working days of the bid opening will automatically delay the bid opening by one week. Bidders will be notified of the new bid opening time and date as determined by the City of Allen Purchasing Department.

The offeror is required to acknowledge receipt of any amendments by submitting a signed copy of each amendment issued. Signed copies must be submitted as part of the signed proposal submittal.

## 1.9 ACCEPTANCE

Any offer received shall be considered an offer, which may be accepted by the City of Allen based on initial submission without discussions or negotiations. By submitting an offer in response to this solicitation the proposer agrees that any offer it submits may be accepted by the City of Allen at any time within 90 days from the close date.

The City of Allen reserves the right to reject any or all offers and to waive informalities and minor irregularities in offers received, and/or to accept any portion of the offer if deemed in the best interest of the City of Allen. Failure of the proposer to provide in its offer any information requested in the bid may result in rejection for non-responsiveness.

### Responsive Bidder/Proposer

A bid or proposal that fully conforms in all material respect to the Invitation for Bids (IFB)/Request for Proposals (RFP) and all its requirements, including all form and substance.

### Responsible Bidder/Proposer

A business entity or individual who has the capability and financial and technical capacity to perform the requirements of the solicitation and subsequent contract. Responsible bidders/proposers shall not have been convicted of, or pled guilty to, crimes involving procurement fraud or damage to the environment during the previous five years and shall not currently be included on any list of debarred or suspended business entities or individuals.

## 1.10 AWARD

The City of Allen intends to make an award using the evaluation criteria and other factors as indicated in this solicitation.

## LIQUIDATED DAMAGES

Bidders should be aware that the city of Allen expects timely completion of the contract within the timeframe indicated by the bidder in their bid. Consequently, bidders should be aware that the following schedule will be applied by the City as liquidated damages for each day the project is delayed in completion:

<b>Amount of Contract (\$)</b>	<b>Value of a Calendar Day (\$)</b>
Less than 25,000	100 per day
25,000 to 99,999.99	160 per day
100,000 to 999,999.99	240 per day
More than 1,000,000	500 per day

*Note: The sum of money thus deducted for such delay, failure, or noncompletion is not to be considered as a penalty, but shall be deemed, taken and treated as reasonable liquidated damages, per day that the contractor shall be in default after the time stipulated in the contract for completing the work.*

## 1.11 CONTRACT ADMINISTRATION

The City of Allen Parks and Recreations Department together with the Purchasing Division shall be responsible for administration of this purchase for compliance with the interpretation of scope, schedule, billings, requirements, and budget.

## 1.12 SUBSTANTIVE PROPOSALS

The respondent shall certify (a) that the bid submittal is genuine and is not made in the interest of, or on behalf of, any undisclosed person, firm, or corporation; (b) that has not directly or indirectly induced or solicited any other respondent to put in a false or sham bid; (c) that has not solicited or induced any other person, firm, or corporation from proposing; and (d) that has not sought by collusion to obtain for himself any advantage over any other respondents or over the City of Allen.

The City of Allen may make such investigations as it deems necessary to determine the ability of the bidder to provide satisfactory performance in accordance with bid requirements, and the respondent shall furnish to the City all such information and data for this purpose.

Minimum standard for responsible prospective bidders are as follows:

- Have adequate financial resources, or the ability to obtain such resources
- Be able to comply with the required or proposed schedules and project requirements
- Competitive pricing
- Have a satisfactory record of performance for contracts of similar scope (complete attached reference sheet)
- Have a satisfactory record of integrity and ethics
- Completeness and thoroughness of bid submittal

### **1.13 DEFINITIONS**

- Bidder refers to submitter.
- Vendor refers to Successful Bidder or Contractor.
- Submittal refers to those documents required to be submitted to the City of Allen, by a bidder.

### **1.14 INQUIRIES**

Questions about this bid shall be in writing and directed to Ellen Ataie at the following address. Questions resulting in changes to this solicitation will be provided in the form of an amendment to the solicitation.

Ellen Ataie, Contract Administrator  
305 Century Parkway  
Allen, Texas 75013  
214-509-4632  
[eataie@cityofallen.org](mailto:eataie@cityofallen.org)

### **1.15 SCHEDULE OF EVENTS**

The upcoming schedule of events is tentative scheduled as follows:

Advertise Requirement	April 9, 2020 April 16, 2020
Issue Request for Proposal	April 9, 2020
Pre-proposal Teleconference	April 17, 2020 @ 1:30 PM Central
Proposals Due	May 1, 2020 @ 10:00 AM
Council Approval (for contracts over \$100k)	May 26, 2020

## SECTION II

### GENERAL TERMS & CONDITIONS

The City of Allen bid packets contain various sections requiring completion. The bid form section of the bid packet must be completed prior to the date and time set for bid opening and included with the bid packet or the vendor will be found non-responsive.

2.1 These instructions apply to all quotations or bid submittals and become a part of terms and conditions of any bid packet submitted.

2.2 The City shall have the authority to disapprove or reject unsatisfactory work, services or equipment. If required by the City, the vendor shall promptly, as directed, correct all unsatisfactory work and replace all defective equipment, and shall bear all direct, indirect and consequential costs of such correction.

2.3 The City reserves the right to waive any minor defect, irregularity, or informality in any bid, quotation, or proposal. The City may also reject any or all bids, quotations, or proposals without cause prior to award.

2.4 The City reserves the right to enforce the performance of this contract in any manner prescribed by law and deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the vendor fails to meet schedules or otherwise perform in accordance with these specifications. Breaches of contract or default authorize the City to purchase the services from the next low bidder or re-bid and charge the difference in cost to the defaulting vendor.

2.5 The contract shall remain in effect until contract expires, except for breach of contract, or is terminated by either party with a thirty (30) day written notice prior to any cancellation. The vendor shall state therein the reasons for such cancellation. Notice of termination must be transmitted via certified mail to the other party's designated representative.

2.6 The vendor shall be held responsible for and shall make good, without expense to the City, any and all damage, injury or loss due to the execution of his work. The vendor shall protect all finished building surfaces from damage and shall repair any damage to the building or property caused by delivery or installation of product.

2.7 The vendor agrees to indemnify and hold harmless the City against all claims or alleged claims or demands for damages, including all expenses incurred, arising from accidents to employees of either party hereto or to the public, or from claims or alleged claims of damages to the property of the City or to adjoining property caused directly or indirectly by said vendor, by any of his subcontractors, or by anyone directly or indirectly employed by either of them in connection with the performance of this contract.

2.8 The vendor agrees to indemnify and hold the City harmless from any claim involving patent right infringement or copyrights on goods supplied.

2.9 In its sole discretion, the City shall have the right to select or to approve defense counsel to be retained by Contractor in fulfilling its obligation hereunder to defend and indemnify City, unless such right is expressly waived by City in writing. City reserves the right to provide a portion of its own entire defense; however, City is under no obligation to do so, any such action by City is not to be construed as a waiver of Contractor's obligation to defend City or as a waiver of contractor's obligation to indemnify City pursuant to this contract. Contractor shall retain City approved defense counsel within seven (7) business days of City's written notice that City is invoking its right to

indemnification under this contract. If Contractor fails to retain counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and contractor shall be liable for all costs incurred by City.

2.10 The vendor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of the City.

2.11 This bid, when properly accepted by the City, shall constitute a contract equally binding between the vendor and the City. No different or additional terms shall become a part of this contract with the exception of a change order processed through the Purchasing Department.

2.12 This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Collin County, Texas.

2.13 The successful bidder and the City of Allen agree that each party have rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity.

2.14 Bidder acknowledges and represents that they are aware of laws, City Charter and City Code of Conduct regarding Conflicts of Interest. The City Charter states that "no officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, nor shall be financially interested, directly or indirectly, in the sale to the City of any land or rights or interest in any land, materials, supplies or service..."

2.15 Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a Local Government entity, disclose in the questionnaire form CIQ, the vendor or person's affiliation or business relationship that might cause a Conflict of Interest. This form must be filed with the Records Administrator no later than 7 business days after the date the person becomes aware of facts that require the statement to be filed. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

2.16 All equipment, supplies and work furnished under this contract shall comply with applicable laws, ordinances and regulations. The Vendor shall obtain and pay for such permits and inspections as are required for the legal performance of this work.

2.17 The City reserves the right to audit the records and performance of vendor during the term of the contract and for three years thereafter.

2.18 Unless otherwise notified, all invoices must be sent to the Accounts Payable, Finance Department at the address listed on page one (1). Invoices must show the item(s) shipped/work performed and the purchase order number applicable to the transaction in order to insure prompt payment.

2.19 Payment will be made in accordance with Texas statutes. Term of Payment is net 30 days after the date the City receives the goods in accordance with the contract, the date the performance of service in accordance with the contract is completed, or the date the agency receives an invoice for the goods or services, whichever occurs the latest. If your company provides a discount for early payment, please indicate in this solicitation. This will not be considered an evaluation factor in the award of the bid(s).

2.20 Funds for payment have been approved. The State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved; therefore, anticipated obligations that may arise past the end of the current City fiscal year shall be subject to budget approval. The City of Allen is a Home-Rule Municipal Corporation operated and funded October 1 to September 30.

2.21 The City of Allen is by statute tax-exempt therefore pricing shall not include taxes. Tax exemption certificates will be executed by the City and furnished upon request.

2.22 Vendors shall state a firm completion time. The City reserves the right to cancel orders and/or assess financial penalties if the vendor fails to complete project as promised. Work shall be scheduled between 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding holidays, unless otherwise approved by the City.

2.23 When offering products other than those bid, the City reserves the right to request a sample/demo of the product for evaluation. In such cases, the bidder must provide a sample/demo of the product at no charge to the City within three days of the request, and must pick up the product after the evaluation. Failure to provide an evaluation product within the three day period will disqualify the bidder from further consideration. If the bidder offers a product other than that specified, specifications must be included in the bid package. Bid responses not listing manufacturer or part numbers in the Mfg./Pt No. section of the bid form will be considered as bidding according to specification, and if awarded, will be required to provide exactly what was specified. Samples should not be enclosed with bid unless requested.

2.24 The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretation of these specifications shall be made on the basis of this statement.

2.25 Testing may be performed at the request of the City or any participating entity, by an agent so designated, without expense to the City.

2.26 When unit price differs from extended price, the unit price prevails.

2.27 In case of a discrepancy between the product number and description, the description takes precedence.

2.28 When manufacturers are named in the specification, they are not meant to limit competition, but to define the minimum standard, quality, and performance of the item specified. All materials supplied will be new, first quality industrial-grade products.

2.29 Response to specification is primary in determining the lowest responsible bid.

2.30 The City of Allen reserves the right to award a vendors bid as an "alternate award". The alternate vendor's bid shall remain in effect for the term of the awarded contract, should the primary vendor become unable or unwilling to complete the contract term. The alternate vendor will be notified in writing of their official contract and start date. All terms and conditions of the original bid will remain in effect.

2.31 The City of Allen reserves the right to award a separate contract to separate vendors for each item/group or to award one contract for the entire bid.

2.32 Bid prices cannot be altered or amended after submission deadline. Any interlineations, alteration, or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

2.32.1 A price redetermination may be considered only at the anniversary dates of the contract. All requests for price redetermination shall be in written form and shall include documents supporting price redetermination such as Manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A. Insurance Coverage Rages, Producers Price Index or employment Cost Index for your industry or product category as published by the U.S. Department of Labor, Bureau of Labor Statistics, etc. The bidders experience of honoring contracts at



the bid price will be an important consideration in the evaluation of the lowest and best value bid. The City of Allen reserves the right to accept or reject price redetermination as it deems to be in the best interest of the City. Annual contract escalators and consumer price index adjustments cannot exceed 3.5%. The City of Allen is operating under new constraints from State Legislature and our efforts are focused on finding solutions that maximize our impact on the community. Any adjustment in pricing must be presented to the City of Allen at least 90 days prior to the expiration or renewal of the current agreement. Notice of renewal will be given to the Contractor in writing by the City of Allen, normally within 30 days prior to the expiration date of the current contract.

2.33 A bid price may not be withdrawn or canceled by the bidder for a period of 90 days following the date designated for the receipt of bids without written approval of the Purchasing Manager, and bidder so agrees upon submittal of bid.

2.34 No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the resulting contract. All change orders must be made in writing.

2.35 Any interpretations, corrections or changes to this bid packet will be made by addenda. Sole issuing authority shall be vested in the City of Allen Purchasing Department. Addenda will be sent to all who are known to have received a copy of this bid packet. If the Addenda contain changes to the specification or bid form, bidders shall acknowledge receipt of all addenda or they will be declared non-responsive.

2.36 Bid tabulations can be accessed in the City of Allen electronic bidding system <https://allentx.ionwave.net/Login.aspx>. Please allow at least one week after opening date for bids to be tabulated.

2.37 All work, materials, equipment, and supplies, furnished under this contract shall comply with applicable laws, ordinances and regulations.

2.38 Unless otherwise indicated, items will be new, unused, and in first rate condition in containers suitable for damage-free shipment and storage.

2.39 Quotations must show the number of calendar days required to place the materials in the possession of the City. Do not quote shipping dates. When delivery delay can be foreseen, the bidder shall give prior notice to the Purchasing Division, who shall have the right to extend the delivery date if reasons for delay appear acceptable. Default in promised delivery, without acceptable reasons of failure to meet specifications, authorizes the Purchasing Division to purchase goods elsewhere and charge any increase in cost and handling to the defaulting bidder.

2.40 F.O.B. will be Destination/Inside Delivery/Installed at the location stated on the City's purchase order, acceptable only during normal working hours. The price will be firm lump sum all-inclusive cost for all materials, work, transportation, and all other costs of whatsoever nature for each item listed. Vendor will be responsible for all claims against the carrier for all freight and/or drayage damage. The City assumes no liability for goods delivered in damaged or unacceptable condition. Vendor shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by District of damage. Shipments will be made to the specific locations described in the bid specifications. If the vendor must deliver to the specified room, the vendor must remove all packing and debris, which results from set-up and installation. Owner dumpsters cannot be used.

2.41 At the time of the opening of bids each bidder shall be presumed to have inspected the sites and to have read and shall be thoroughly familiar with the contract requirements. The failure or omission of any bidder to examine any form, instrument,

document or site shall in no way relieve any bidder from any obligation in respect to this bid.

2.42 The City shall have the right to do other work, or to let other contracts for work to be done, on the same sites as specified for the work to be done under this contract, and the City's arrangements as to precedence of work and the relationship between the Vendor and the City shall be decisive.

2.43 It is the policy of the City of Allen that whenever practical, products should be purchased which contain the highest percentage of post-consumer recovered material available in the marketplace and/or the highest percentage of pre-consumer recovered material available in the marketplace.

2.44 Texas Government Code, Chapter 2252, non-resident bidders; Texas Law prohibits Cities and Governmental units from awarding contracts to a non-resident unless the amount of such bid is lower than the lowest bid by a Texas resident by the amount a Texas resident would be required to underbid in the non-resident bidders state.

2.45 The vendor shall purchase and maintain in force the following kinds of insurance for operations under the contract as specified. Insurance certificates in the amounts shown and under the conditions noted shall be provided to the City before the commencement of any work:

2.46 Workers' Compensation Coverage – **Statutory See Insurance Requirements in Exhibit**

2.47 Attention is called to the fact that the inclusion of a minimum scale of wages to be paid to employees engaged in the work under this Contract does not release the Contractor from compliance with any State Wage Law that may be applicable. The Contractor shall abide by the Wage and Hour Laws of the State and must not pay less than the wages legally prescribed as set forth herein.

2.47.1 Except for work on legal holidays, the "general prevailing rate of per diem wage" for the various crafts or types of workmen or mechanics is the product of (a) the number of hours worked per day, except for overtime hours, times (b) the respective Rate Per Hour.

2.47.2 For legal holidays, the "general prevailing rate of per diem wage" for the various crafts or type of workmen or mechanics is the product of (a) one and one-half times the respective Rate per Hour, times (b) the number of hours worked on a legal holiday.

2.47.3 The "general prevailing rate for overtime work" for the crafts or type of workmen or mechanics is one and one-half times the above respective Rate per Hour.

2.47.4 Under the provisions of Article 5159a Vernon's Annotated Texas Statutes, the Contractor shall forfeit as a penalty to the entity on whose behalf the Contract is made or awarded, Ten Dollars (\$10.00) for each laborer, workman, or mechanic employed, for each calendar day or portion thereof that such laborer, workman or mechanic is paid less than the said stipulated rates for any work under the Contract, by him or by any sub-contractor under him.

2.50 Provide the names and locations of at least three (3) references at which the offeror has conducted similar services and requirements along with specific individuals whom we may contact for references.

2.51 All protests regarding the bid solicitation process must be submitted in writing to the Purchasing Manager within five (5) working days following the opening of bids. This includes all protests relating to advertising of bid notices, deadlines, bid opening,

and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications. The limitation does not include protests relating to staff recommendations as to award of this bid. Protests relating to staff recommendations may be directed to the City Secretary.

2.52 EVALUATION CRITERIA: PLEASE NOTE THAT THIS BID WILL BE AWARDED ON THE BASIS OF "BEST VALUE". The award to the successful bidder will be determined by best value to the City of Allen as allowed by Chapter 252 of the Local Government Code. The following criteria will be considered when selecting a contractor:

- the purchase price
- the reputation of the bidder and the bidder's services;
- the quality of the bidder's service;
- the extent to which the bidder's services meet the City's needs;
- the bidder's past business relationship with the City;
- the impact on the ability of the City to comply with laws and rules relating to contracting with historically underutilized businesses and non-profit organizations employing persons with disabilities;
- the total long-term cost to the City to acquire the bidder's goods or services; and
- any relevant criteria specifically listed in the request for bids or proposals.

2.53 PROHIBITION OF BOYCOTT ISRAEL: Vendor verifies that it does not Boycott Israel, and agrees that during the term of this Contract will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended. Effective September 1, 2019, this section does not apply if the Vendor is a sole proprietor, a non-profit entity or a governmental entity; and only applies if: (i) the Vendor has ten (10) or more fulltime employees and (ii) this Contract has a value of \$100,000.00 or more to be paid under the terms of this Contract.

#### 2.54 STORM WATER MANAGEMENT

Under the Authority of the Clean Water Act, the Environmental Protection Agency (EPA), the City of Allen has endeavored to reduce / improve storm water quality per direction of the Texas Commission of Environmental Quality (TCEQ). The City of Allen has developed standard operating procedures (SOP's) for our Storm Water Management Program (SWMP). By signing this contract all vendors accept to follow our SOP's of our SWMP. Follow the link for our SOP's <http://www.cityofallen.org/933/Storm-Water-Management>

2.55 COOPERATIVE PURCHASING: As permitted under Interlocal Cooperation Act C Texas Government Code, Chapter 791, other governmental entities may wish to also participate under the same terms and conditions contained in this contract. If this bid is not specifically for the Collin County Governmental Purchaser's Forum, each entity wishing to participate must have prior authorization from the City of Allen and the vendor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. The City of Allen shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by the entities. Bidder is to state their willingness to allow other governmental entities to participate in this contract, if awarded. Vendors bidding products other than those specified should submit technical specification literature with bids.

**IS YOUR FIRM WILLING TO ALLOW OTHER GOVERNMENTAL ENTITIES TO PARTICIPATE IN THIS CONTRACT, IF AWARDED, UNDER THE SAME TERMS AND CONDITIONS?**

\_\_\_\_\_ **YES** \_\_\_\_\_ **NO**

**SECTION III  
SPECIFICATIONS AND REQUIREMENTS  
REQUEST FOR PROPOSAL**

Background

The locomotive and coal tender to be transported by way of this project was formerly owned by the San Luis & Rio Grande Railroad, (SLRG), headquartered in Alamosa, Colorado. The San Luis & Rio Grande Railroad Inc. filed for involuntary Chapter 11 bankruptcy protection Oct. 16, 2019, in the District of Colorado. The outcome of the federal bankruptcy court approved the ownership of the equipment with Sandton Rail Company of New York, New York. Liquidation of former SLRG assets is being carried out under the supervision of a Trustee. The City of Allen purchased the locomotive, coal tender, and various parts on February 24, 2020.

General Project Information

The purpose of this project is to transport the SL & RG RR Locomotive #20 from its current location in Alamosa, Colorado to a new permanent location in Allen, Texas. For the purposes of this project, the term "Equipment" is used it shall be understood to include 1) *the locomotive*, 2) *the coal tender*, and 3) *miscellaneous loose parts* that were at one time removed from the locomotive. All of the Equipment is identified in this scope of work and the approximate location of each is given for the contractor's guidance (see list and photographs that follow). All Equipment, except for a single 2-to-3 side rod are located on the grounds of the San Luis & Rio Grande Railroad, 601 State Avenue, Alamosa, CO 81101. The 2-to-3 drive rod is located at the Heber Valley Railroad, 450 S 600 W, Heber City, UT 8403 and is to be transported by the selected Bidder at the same time the remaining equipment is transported.

All Equipment is to be transported from its current location to Allen, Texas, a northeastern suburb of Dallas. The locomotive and tender are to be set in place on a reinforced concrete foundation designed and constructed specifically for displaying them adjacent to and connected to a caboose which is already displayed at the site. The foundation is at the Allen Heritage Center (Depot), located at 100 E. Main Street, Allen, Texas, 75002.

The matter of how a Bidder proposes to transport the Equipment is left to the discretion of the Bidder, however all Bidders are hereby notified that the final destination (depot site) is *not accessible by rail*. The rail at the Allen Heritage Center is abandoned is in disrepair. Delivery to the permanent display site is accessible only by roadway transport and requires pre-delivery coordination with the Project Manager.

The Equipment and it's Locations

The following aerial image illustrates the several locations where the Equipment is stored at the San Luis & Rio Grande Railroad property in Alamosa, Colorado. Geographic coordinates are provide for ease of finding the property on Google Maps. Bidders are here notified that all of the SL & RG RR property is privately owned and access to the several locations requires coordination of need for access in advance with the Owner's designated contact, Mike McConville:

Email: [McConvillem@iowapacific.com](mailto:McConvillem@iowapacific.com)

Phone: 1-608-359-1088.

**Current Location (coordinates): 37.465968, -105.857729 (source: Google Maps)**



### **A. Equipment Dock**



## Scope of Work:

This project is comprised of two stages. Stage 1 involves the transport of the Equipment (locomotive, tender and miscellaneous parts) to Allen, Texas. Stage 2 involves the limited cosmetic restoration of the equipment.

### Stage 1 – Transport (Bid Item No 1.)

1. Pre-Transport: Furnish and provide all labor, material, equipment, vehicles, and incidentals required to perform the collection, moving, loading and securing of the locomotive, tender, and associated parts, onto awarded contractor's transporting equipment, complete and in place. Work requirements include but may not be limited to:
  - a. Selection of transportation route, based on economy of distance and permitting, feasibility of navigating various terrain types, safety of travel, and management of risks to equipment being transported.
  - b. Logistical coordination of timing of the work with Project Manager
  - c. Logistical coordination of work and access to Equipment with San Luis & Rio Grande property manager or other person(s) as required
  - d. Logistical coordination with local Allen authorities, including Police and Engineering Departments
  - e. Review of destination site readiness for acceptance of the delivery; clearance required from Project Manager at least 72-hours before Transport activities Notification on a Friday with intent to transport on the following Monday does not qualify as sufficient notice. If move is intended on a Monday, the notice must be given on Tuesday of the prior week.
  - f. Review of staging area for crane, other equipment at destination site; approval required from Project manager.
  - g. Site protective measures in place and approved by Project Manager (curbs, site features such as lighting, pedestrian pavement, etc.)
  - h. Application for, securing and compliance with federal, state, county and municipal permits for transporting the Equipment. Such may involve:
    - i. Route survey for navigability, load weight support capacity,
    - ii. Escort support
    - iii. Bridge analysis
    - iv. Effect of seasonal weather on day/night travel
  - i. Permits in hand and copies provided to Project Manager, including Heavy Haul and/or Wide Load permits if required.
  - j. Hard copy of proposed schedule of dates of project activities delivered to Project Manager.
  - k. Submittal of Bidder's proposed means of preparing the locomotive and tender for loading and subsequent transportation
  - l. All loading preparation at Equipment point of origination (Alamosa)
  - m. Contractor is solely responsible for proper sizing of loading and transporting equipment, including but not limited to crane size and capacity, chains, cables, blocking, hydraulic jacks, stabilization.
  - n. Contractor is solely responsible for having the proper number of personnel for the work, and personnel with various certifications as may be required for the work, for all stages of the work.
  - o. Contractor is solely responsible for carrying insurance to cover any damages to the San Luis & Rio Grande Railroad property in Alamosa

2. Transport: Furnish and provide all labor, material, equipment, vehicles, and incidentals required to perform the transportation of the locomotive, tender, and associated parts.
  - a. Moving of Equipment following an itinerary with as few stops and interruptions as possible.
  - b. Protection and securing Equipment from vandalism and damage throughout the transport.
  - c. Provision of traffic safety precautionary measures as may be necessary or required for the entire duration of the transport.
  
3. Setting: Furnish and provide all labor, material, equipment, vehicles, and incidentals required to perform the setting of the locomotive and tender on the concrete foundation constructed for the Equipment. Deliver parts identified in the scope of work at the City of Allen's Molsen Farm property for unloading, identifying and subsequent documentation (see Stage 2 – Limited Cosmetic Restoration) by the Contractor and Owner.
  - a. Deliver the Equipment (Locomotive and tender) to the final destination site at the Allen Heritage Center.
  - b. Re-assemble (e.g., if the Locomotive was temporarily disassembled for transport) and set the equipment on the rails and foundation as directed, undertaking necessary steps to position driver wheels, pistons and other drive action parts for subsequent and correct installation of drive rods, and other parts that are influenced by such positioning for resembling a mechanically realistic display, once completed. Quarter the drive wheels as may be needed for proper set-up of side rods and linkages to the valve piston assemblies (engines).
  - c. Provide manpower and equipment to fully transport, deliver and unload as directed, the miscellaneous parts associated with the Equipment to the Molsen Farm white barn (1,200-1,300 square foot floorspace with rollup garage door access), located at 1220 South Greenville Avenue, Allen, Texas 75002.

### **Stage 2 – Limited Cosmetic Restoration (Bid Item No. 2)**

1. Prepare a brief written plan to describe and guide the process of the cosmetic restoration steps which shall include at a minimum:
  - a. Cleaning and refurbishing of all transported parts including removal of dirt, dust, grime and rust, protective treatment/coating of rusted surfaces
  - b. Fabricating missing parts/weldments for completing the restoration including:
    - i. Eccentric rod assemblies
    - ii. Union links
    - iii. Crossheads
    - iv. Smokebox door (smaller circular opening in the larger smokebox front cover which is to be bolted to the smokebox leading edge)
    - v. Bell mounting at front of locomotive
  - c. Restoring and reinstalling the wooden pilot, bell, headlamps steps, and all other parts listed in this Bid Package except for the steel pilot.
  - d. Preparing and priming the entire locomotive/tender combination for painting.
  - e. Painting the entire locomotive/tender.
  - f. Schedule for executing the work.
  - g. Executing the work items "a" through "e" above and clean up afterwards.

### **LIQUIDATED DAMAGES**

Bidders should be aware that the city of Allen expects timely completion of the contract within the timeframe indicated by the bidder in their bid. Consequently, bidders should be aware that the following schedule will be applied by the City as liquidated damages for each day the project is delayed in completion:

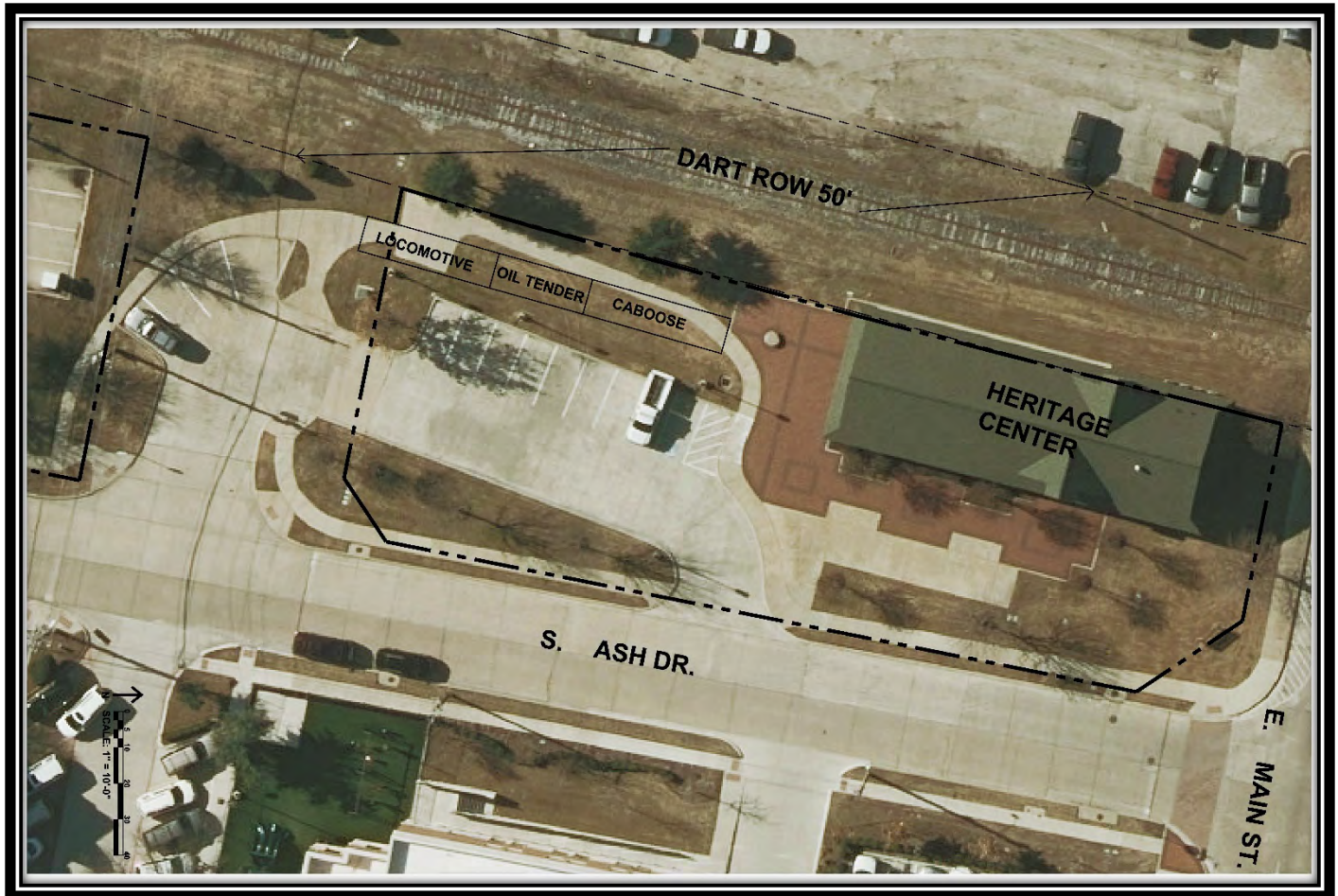
Amount of Contract (\$)	Value of a Calendar Day (\$)
Less than 25,000	100 per day
25,000 to 99,999.99	160 per day
100,000 to 999,999.99	240 per day
1,000,000 to 1,999,999.99	500 per day
2,000,000 to 2,999,999.99	1,000 per day
3,000,000 to 3,999,999.99	1,500 per day
More than 4,000,000.00	2,000 per day

Note: The sum of money thus deducted for such delay, failure, or noncompletion is not to be considered as a penalty, but shall be deemed, taken and treated as reasonable liquidated damages, per day that the contractor shall be in default after the time stipulated in the contract for completing the work.

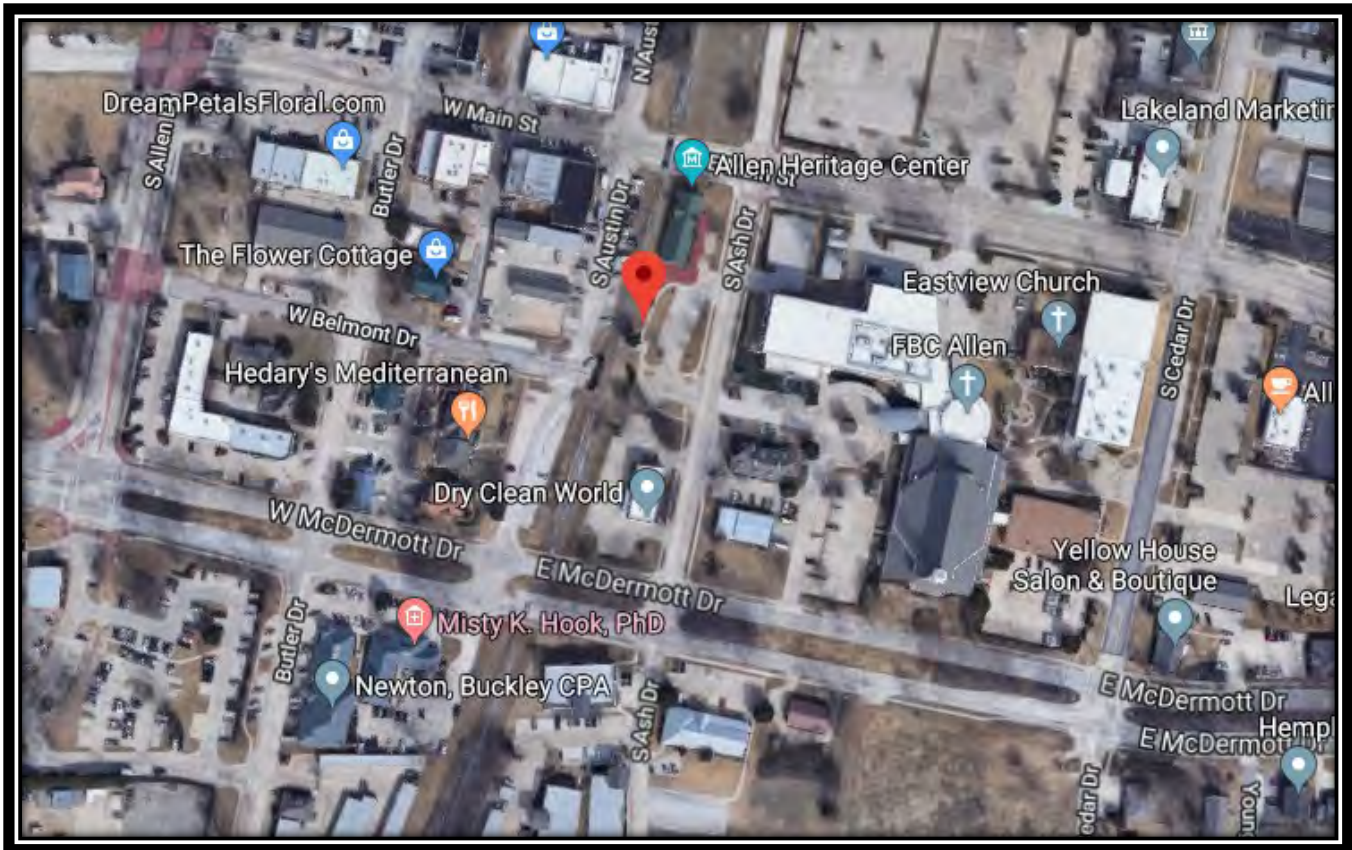
### **RE-PROPOSAL MEETING**

A pre-proposal phone conference will take place on Friday, April 17<sup>th</sup> at 1:30 PM. The conference will be accessible by dialing Toll number: +1 (830) 476-3317 and entering 40123251# (Dial-in Number). The conference ID is 40123251.





**Destination (coordinates): 33.102228, -96.669799 (Source: Google Maps)**



**Downtown Allen, Texas (project site at red pin)**

Manufacturer's equipment folio, with dimensions and weights

Engine No. 20 is equipped with steam-shovel and Hangers  
Steel wheels under tender. Adjustable shoes and wedges. Clear Vision Tender.

L. S. & I. R. R. ENGINE No. 20  
Old No. 13

Built by A. L. Co. Pitts. Works  
Year 1910  
Builder's No. 46943  
Rebuilt New,  
Presque Isle  
Shops. 8-1929

CAPACITY  
COAL 12 TONS  
WATER 7000 GALLONS

CLASS - SC-4

Total width 10'-2"  
Tractive effort 42000 #  
Ratio of adhesion 4.09  
Grate area 49.5 sq. ft.  
Steam pressure 200 #

8 1/2" Gross Compound air pump.  
Auto. Cylinder Cocks.  
Back pressure gauge.  
2 Thermic syphons.  
Franklin Air Fire Door  
No. 2 Worth Feed Water heater.

Rosebud Grates  
Alco Air Reverse Gear

WEIGHT	IN	POUNDS	SIZE	OF	JOURNALS	SQ. FT.	OF	HEATING	SURF.
On drivers		172000							
On engine truck		17360	Main axle		9 1/2" - 10"	Fire box			171
On trailer		None	Other axles		8 1/2" - 10"	Arch tubes and Syphon			70
Total engine		189360	Engine truck		5 1/2" - 10"	Fires			2418
Tender light		52000	Trailer		None	Total			2659
Tender loaded		134300	Tender		5 1/2" - 10"	24 - 5/8" Superheating Flues			
Engine and Tender loaded.		323660	Walschaert Gear			162 - 2" Tubes 14'-6" Long			
						Length & width of firebox 108" x 66"			

**Equipment to be transported and delivered to the City of Allen:**

**1. Locomotive**



Location: See Equipment Locations Map

**2. Tender**



Location: See Equipment Locations Map

### 3. Main Rods



Location: C. Steam Shop outside on south side

#### 4. Wood Pilot



Location: B. Equipment Yard

#### 5. Eccentric Cranks



Location: A. Equipment Dock

## 6. Smoke Box Cover



Location: B. Equipment Yard

## 7. Side Rods



Location: B. Equipment Yard

## 8. Water Pump and Air Pump Steps



Location: B. Equipment Yard

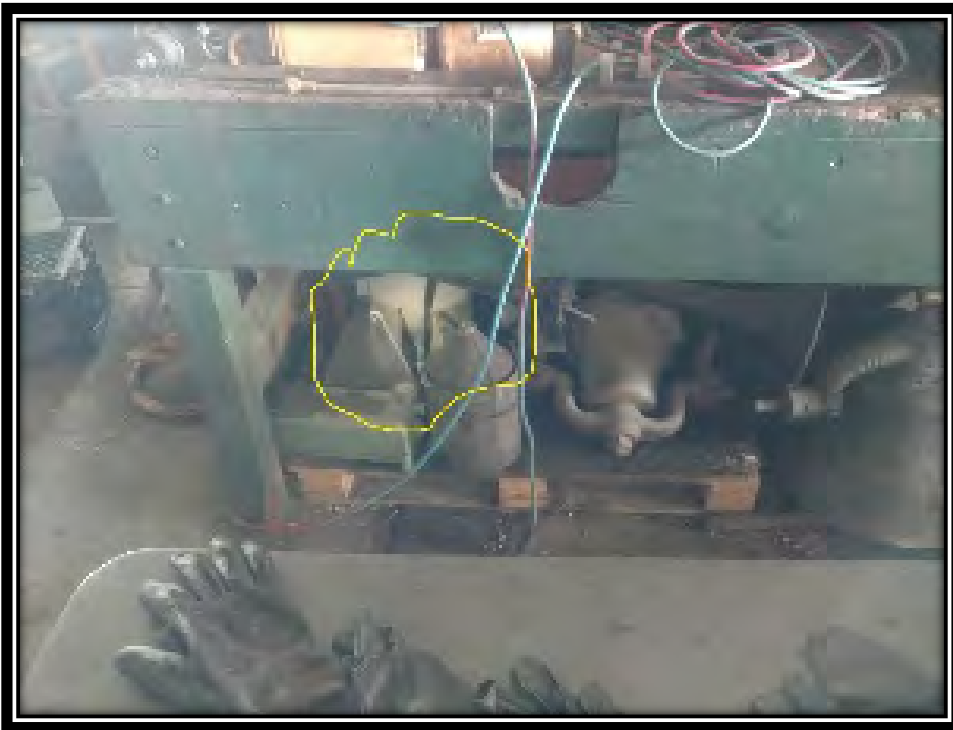
## 9. Tender Steps



Location: C. Steam Shop outside on south side



## 10. Bell



Location: C. Steam Shop inside

## 11. 2 to 3 Side Rod



Location: B. Equipment Yard, inside box car

## 12. Left Piston



Location: A. Equipment Dock

## 13. Right Valve Cover



Location: C. Steam Shop

#### 14. Steel Pilot



Location: A. Equipment Dock

#### 15. Brake Valve Brackets



Location: C. Steam Shop inside

## 16. Brake Valves



Location: C. Steam Shop inside

## 17. Headlights



Location: C. Steam Shop inside

## 18. Injector Body and Water Column



Location: C. Steam Shop inside

## 19. Original Sand Dome



Location: A. Equipment Dock

## 20. Piston Covers



Location: A. Equipment Dock

## 21. Spring Rigging Parts



Location: A. Equipment Dock

## 22. 2 to 3 Drive Rod

No picture available

Location: **Heber Valley Railroad**  
**Address:** 450 S 600 W, Heber City, UT 8403  
**Phone:** (435) 654-5601  
**Website:** <http://hebervalleyrr.org>

**SECTION IV  
PROPOSAL CONTENT & EVALUATION CRITERIA**

**EVALUATION PROCESS**

The objective of this evaluation process is to identify and select the proposer with the best satisfies the requirements of the City of Allen. All proposals received by the submission deadline will be evaluated by the City of Allen evaluation committee. The evaluation committee will review, rate, and rank each proposer's proposal in accordance with the weighted criteria contained in this document.

EVALUATION CRITERIA: PLEASE NOTE THAT THIS BID WILL BE AWARDED ON THE BASIS OF "BEST VALUE". The award to the successful bidder will be determined by best value to the City of Allen as allowed by Chapter 252 of the Local Government Code. The following criteria will be considered when selecting a contractor:

- the purchase price
- the reputation of the bidder and the bidder's services;
- the quality of the bidder's service;
- the extent to which the bidder's services meet the City's needs;
- the bidder's past business relationship with the City.

**EVALUATION PROCESS AND SELECTION CRITERIA**

The evaluation committee will review, rate and rank each proposer's proposal in accordance with the weighted ranking criteria contained in this document. RFP responses shall remain confidential until the contract has successfully been awarded.

If deemed necessary to the evaluation process, the City reserves the right to conduct presentations/interviews with proposers at no cost to the city.

There are 100 possible points for this proposal evaluation, as follows:

<b>PRICE</b>	<b>35 points</b>
<b>TRANSPORTATION, SETTING, AND RESTORATION PROCESS</b>	<b>25 points</b>
<b>BACKGROUND AND EXPERIENCE</b>	<b>20 points</b>
<b>REFERENCES</b>	<b>20 points</b>



## QUALIFICATIONS

### **BIDDER QUALIFICATIONS**

Each respondent to this proposal shall be capable of meeting the following minimum requirements

1. Proposers must demonstrate that they can furnish all labor, materials, tools and equipment as specified herein; including components and accessories required for a complete installation.
2. Proposers must demonstrate that they are financially stable and that they have been a commercial provider for at least the past three years.
3. Proposers must be capable of and are required to submit criminal background checks on all employees performing this contract **prior to any work being performed.**
4. Proposers bid price shall be sufficient to pay all applicable Federal, State withholding, workmen's compensation, insurance and to comply with the current minimum wage.
5. Proposers must submit with their bid proof of insurance. The awarded contractor must provide the city with their certificate of insurance, meeting all of the city's insurance requirements within five (5) working days of award notification. Failure to provide the city with a certificate of insurance, meeting all of the city's insurance requirements within five (5) working days of award notification may result in the city awarding the contract to another contractor.

### **PROJECT OVERVIEW**

Items to address in as much detail as necessary to indicate a high-level of understanding of Project conditions and requirements:

- Describe pre-transportation procedures and particulars including but not limited to coordination with Owner, the manager of the property where the Equipment will be loaded, permits to obtain, agencies to coordinate with, equipment to be used for lifting and loading equipment, sizing/capacity of crane, how Equipment will be prepared for lifting and loading and transport, how equipment will be secured for transport, number and type of personnel to be involved in the pre-transportation operations
- Describe means of transporting the Equipment, including but not limited to the use of truck, rail, or a combination of both, interstate transportation concerns such as permits obtained, understanding of relationship of load weight and bridge capacities, number of days travel, number of stops, proposed route and map, heavy-haul and/or wide load particulars if applicable, precautionary and safety measures to be used including protection of Equipment, in-transit communication, contingency plan
- Describe the procedures and particulars and operations including but not limited to the arrival, delivery and setting of the Equipment, preparation and securing of the site, safety precautions during the operation, number and type of personnel to be involved in this stage of the project, communications with the Owner, in-town traffic control measures, proposed route and map, steps in setting the locomotive drive wheels for subsequent drive rod installation and coupling with eccentric linkages and pistons
- Describe the procedures and particulars related to the limited cosmetic restoration of the Equipment, including but not limited to the unloading, cataloging and storing of the various miscellaneous parts for the locomotive and coal tender, the refurbishment and reinstallation of the parts, and priming of the Equipment for repainting by volunteers

## **COMPANY OVERVIEW**

Respondent shall provide the following information with their submission, including a brief company overview, history, and financial status:

1. Firm name, address, phone number, and date established;
2. Address and location of the local responsible office;
3. Name of office principals, their experience and professional qualifications;
4. Describe your firm's experience in providing like services including the number of years your firm has actively provided such services
5. Provide a complete and current listing of all industry certifications, accreditations and affiliations your firm holds.
6. Describe whether your firm) has ever undergone an investigation by an outside agency pursuant to the filing of claims and describe the outcome of the investigation including ramifications to your firm or your firm's client cities.

### **Indicate how many years of experience your firm has with each of the following:**

·Direct hands-on work in the operation of vintage steam locomotives: \_\_\_\_ years

·Direct hands-on work in the hauling and long-distance transportation of vintage steam locomotives: \_\_\_\_ years

·Direct hands-on experience in the restoration of vintage steam locomotives: \_\_\_\_\_ years

·Direct hands-on experience with locomotive part production (shop weldments, etc.: \_\_\_\_\_ years

**SECTION V  
PRICING**

**Bid Price Stage 1:**      Transportation \$\_\_\_\_\_

Bid price in written words: \_\_\_\_\_

Number of Calendar Days to complete the transportation following the issuance of a Notice to Proceed letter: \_\_\_\_\_

**Bid Price Stage 2:** Limited Cosmetic Restoration \$\_\_\_\_\_

Bid price in written words: \_\_\_\_\_

Number of calendar days to complete the cosmetic restoration \_\_\_\_\_

Total Project Cost \$\_\_\_\_\_.

List any alternates or additional services (optional):

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## **PROPOSAL RESPONSE DOCUMENTS/ PROPOSAL FORMAT AND CONTENT**

The City of Allen discourages lengthy and costly proposals, however, for the City to evaluate proposals fairly and completely, proposers should follow the format set out herein and provide the information requested.

In order to be considered as responsive, the Proposer shall submit with their Proposal, such documentation as is necessary or required to attest to the company's capabilities and qualifications to perform the work as specified and all aspects of this contract in a competent manner.

Proposal contents must include, at a minimum, the following:

- ✓ Certificate of Insurance or Insurance Requirement Affidavit
- ✓ Affidavit of No Prohibited Interest
- ✓ Bidders Qualification Statement
- ✓ Company Overview
- ✓ Section V Pricing form
- ✓ Bid Endorsement Page
- ✓ Bid Bond for 5% of total project if in excess of \$50,000
- ✓ Written proposal detailing the work to be performed to achieve the project scope containing, but not limited to, the following:
  - Proposed route(s)
  - Method of transportation
  - Equipment to be used
  - List of subcontractors, if applicable, and a description of work to be performed by subcontractors
  - Any deliverables or requirements the bidder will have of the City of Allen
  - Written statement demonstrating a minimum of 5 continuous years' work related to vintage steam locomotives (e.g., repair, maintenance, operation, transporting, restoration, part/weldment manufacturing)

**BID ENDORSEMENT**

The undersigned, in submitting this bid proposal and their endorsement of same, represents that they are authorized to obligate their firm, that they have read this entire bid proposal package, is aware of the covenants contained herein and will abide by and adhere to the expressed requirements.

Submittals will be considered as being responsive only if entire Bid Package plus any/all attachments is returned with all blanks filled in.

SUBMITTED BY:

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(OFFICIAL Firm Name)

By: \_\_\_\_\_  
(Original Signature) **Must be signed to be considered responsive**

---

(Typed or Printed Name)

---

(Title) (Date)

Remittance  
Address: \_\_\_\_\_

\_\_\_\_\_ (Zip Code)

Phone #: (\_\_\_\_) \_\_\_\_\_

Fax #: (\_\_\_\_) \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

If an addendum is issued for this bid, please acknowledge receipt.

- ADDENDUMS/AMENDMENTS:**
- 1) \_\_\_\_\_ date acknowledged
  - 2) \_\_\_\_\_ date acknowledged
  - 3) \_\_\_\_\_ date acknowledged

**SECTION VI – EXHIBITS**

**EXHIBIT 1**  
**CONTRACTOR INSURANCE REQUIREMENTS & AGREEMENT**

- (a) Vendor on City property or public right-of-way for the City of Allen shall provide the City a certificate of insurance evidencing the coverage's and coverage provisions identified herein. Contractors shall provide the City evidence that all subcontractors performing work on the project have the same types and amounts of coverage's as required herein or that the subcontractors are included under the contractor's policy.
- (b) All insurance and certificate(s) of insurance shall contain the following provisions: (1) name the City, its officers, agents and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance; (2) provide for at least thirty (30) days prior written notice to the City for cancellation, non-renewal, or material change of the insurance; (3) provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.
- (c) All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

User shall during the term hereof maintain in full force and effect the following insurance: The City reserves the right to amend or require addition all types depending on the nature of the work.

**Contracts in the Amount of \$0-\$100,000**

<b>Type of Insurance</b>	<b>Amount of Insurance</b>	<b>Provisions</b>
1. Commercial General (Public) Liability to include coverage for: a) Premises/Operations b) Products/Completed Operations c) Independent Contractors d) Personal Liability e) Contractual Liability	\$500,000 each occurrence, \$1,000,000 general aggregate;  or  \$1,000,000 combined single limits	City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage.  City prefers that insurer be rated A or higher by A.M. Best or equivalent. Waiver of Subrogation to apply
2. Business Auto Liability	\$500,000 combined single limit	Owned, non-owned, and hired vehicles
3. Workers' Comp & Employers' Liability	Statutory Limits \$1,000,000 each accident	Waiver of subrogation
4. a) Professional Liability b) E & O coverage	1,000,000 per occurrence	City to be named as an additional insured

**Contracts in the Amount of \$100,000-\$1,000,000**

Type of Insurance	Amount of Insurance	Provisions
1. Commercial General (Public) Liability to include coverage for: f) Premises/Operations g) Products/Completed Operations h) Independent Contractors i) Personal Liability j) Contractual Liability	\$1,000,000 each occurrence  \$2,000,000 general aggregate  \$2,000,000 Umbrella/ Excess Liability	City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage.  City requires that insurer be rated A or higher by A.M. Best or equivalent. Waiver of subrogation
2. Business Auto Liability	<ul style="list-style-type: none"> <li>• \$1,000,000 per occurrence</li> <li>• \$1,000,000 aggregate or;</li> <li>• \$1,000,000 combined single limits</li> </ul>	City to be named as a additional insured
3. Workers' Comp & Employers' Liability	Statutory Limits \$1,000,000 each accident	Waiver of subrogation
4. Builders Risk Policy	100% of construction total	If Applicable
5.a) Professional Liability b) E & O coverage	1,000,000 per occurrence	City to be named as an additional insured

**Contracts in the Amount of \$1,000,000-\$8,000,000**

Type of Insurance	Amount of Insurance	Provisions
1. Broad Form Commercial General Liability to include coverage for: k) Premises/Operations l) Products/Completed Operations m) Independent Contractors n) Personal Liability o) Contractual Liability	\$2,000,000 each occurrence, \$4,000,000 general aggregate; \$4,000,000 umbrella	City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage.  City requires that insurer be rated A or higher by A.M. Best or equivalent. Waiver of Subrogation
2. Business Auto Liability	<ul style="list-style-type: none"> <li>• \$1,000,000 per occurrence</li> <li>• \$2,000,000 aggregate or;</li> <li>• \$2,000,000 combined single limits</li> </ul>	City to be named as additional insured
3. Workers' Comp & Employers' Liability	Statutory Limits \$1,000,000 each accident	City to be provided a waiver of subrogation
4. Builders Risk Policy	100% of construction total	If Applicable
5. a) Professional Liability b) E & O coverage	1,000,000 per occurrence	If Applicable

**All Contracts over \$8,000,000 must contact Risk Management for insurance specifications**

**All Certificates of Insurance need to reference job or contract number in comments section.**

Questions regarding insurance should be directed to the City of Allen Purchasing Division (214)509-4630 or the City of Allen Risk Administrator at (214) 509-4685.

**Indemnification**

COMPANY DOES HEREBY COVENANT AND CONTRACT TO WAIVE ANY AND ALL CLAIMS, RELEASE, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS CITY COUNCIL, OFFICERS, EMPLOYEES, AND AGENTS, FROM AND AGAINST ALL LIABILITY, CAUSES OF ACTION, CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES OR SUITS, CAUSED BY OR RESULTING FROM THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE COMPANY, ITS AGENT, ITS CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE COMPANY EXERCISES CONTROL SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE § 271.904 AND TEXAS CIVIL PRACTICE AND REMEDIES CODE, § 130.002 (B).

INDEMNIFIED ITEMS SHALL INCLUDE REASONABLE ATTORNEYS' FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS IN PROPORTION TO THE PROFESSIONAL'S LIABILITY.

THE COMPANY'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY COMPANY UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.



## WORKERS COMPENSATION INSURANCE COVERAGE DEFINITIONS

A. Definitions:

Certificate of coverage ("certificate") – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entities' employees providing services on a project, for the duration of the project.

Duration of the project – includes the time from the beginning of the work on the project until the contractor's/person's work on the project had been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in § 406.096) – includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes person to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- B. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meet the statutory requirements of Texas Labor Code, Section 401.011 (44) for all employees of the contractor providing services on the project, for the duration of the project.
- C. The contractor must provide a certificate of coverage to the governmental entity with bid submittal.
- D. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- E. The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
- (1) a certificate of coverage, prior to that person beginning work on the project, the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
  - (2) no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- G. The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- H. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers Compensation Commission, informing all person providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

- I. The contractor shall contractually require each person with whom it contracts to provide services on a project to:
  - (1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing service on the project, for the duration of the project;
  - (2) provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing the services on the project, for the duration of the project;
  - (3) provide the contractor, prior to the end of the coverage period, an new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
  - (4) obtain from each other person with whom it contracts, and provide to the contractor;
    - (A). a certificate of coverage, prior to the other person beginning work on the project; and
    - (B). a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
  - (5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
  - (6) notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
  - (7) contractually require each person with whom it contracts, to perform as required by paragraphs (1) – (7), with the certificates of coverage to be provided to the person for whom they are providing services.
- J. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or , in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal, penalties, civil penalties, or other civil actions.
- K. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

**EXHIBIT 2**

**AFFIDAVIT OF NO PROHIBITED INTEREST**

I, the undersigned, declare and affirm that no person or officer in this sole proprietorship, partnership, corporation, or board has or will have during the term of this contract a prohibited interest as that is defined in City Charter Section 10.05.

I further understand and acknowledge that the existence of a prohibited interest at any time during the term of this contract will render the contract voidable.

\_\_\_\_\_  
**Name of Contractor**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

STATE OF TEXAS §  
COUNTY OF \_\_\_\_\_ §

**SUBSCRIBED AND SWORN TO** before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public, State of Texas

**EXHIBIT 3**

**CONFLICT OF INTEREST QUESTIONNAIRE**

**FORM CIQ**

**For vendor or other person doing business with local governmental entity**

**This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.** This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

**OFFICE USE ONLY**

Date Received

**1. Name of person who has a business relationship with local governmental entity.**

**2. Name of local government officer with whom filer has employment or business relationship.**

\_\_\_\_\_  
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire? Yes \_\_\_\_\_ No \_\_\_\_\_

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity Yes \_\_\_\_\_ No \_\_\_\_\_

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? Yes \_\_\_\_\_ No \_\_\_\_\_

D. Describe each employment or business relationship with the local government officer named in this section.

\_\_\_\_\_  
**3. Signature of person doing business with the governmental entity**

**Date**

**CERTIFICATE OF INTERESTED PARTIES**

**FORM1295**

**OFFICE USE ONLY**

Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

**5**  Check only if there is NO Interested Party.

**6 UNSWORN DECLARATION**



My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_  
(street) (city) (state) (zip code)  
(country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

Signature of authorized agent of contracting business entity (Declarant)



**EXHIBIT 4**

**BIDDERS QUALIFICATION STATEMENT**

Project: Bid No. \_\_\_\_\_

Contractor: \_\_\_\_\_

Indicate One:       Sole Proprietor       Partnership       Corporation

Name:    \_\_\_\_\_ Partner:    \_\_\_\_\_

Title:    \_\_\_\_\_ Title:    \_\_\_\_\_

Address:    \_\_\_\_\_ Address:    \_\_\_\_\_

City    \_\_\_\_\_ City    \_\_\_\_\_

State & Zip:    \_\_\_\_\_ State & Zip:    \_\_\_\_\_

Phone:    \_\_\_\_\_ Phone:    \_\_\_\_\_

State and Date of Incorporation, Partnership, Ownership, Etc. \_\_\_\_\_

Location of Principal Office: \_\_\_\_\_

Contact and Phone at Principal Office: \_\_\_\_\_

Liability Insurance Provider and Limits of Coverage: \_\_\_\_\_

Workers compensation Insurance Provider: \_\_\_\_\_

Address: \_\_\_\_\_

Contact and Phone: \_\_\_\_\_

Number of Years in Business as a Contractor on Above Types of Work:

Claims and Suits (If the answer to any of the questions is yes, please attach details):

Has your organization ever failed to complete any work awarded to it? \_\_\_\_\_

Are there any judgments, claims, arbitration proceedings, or suits pending or outstanding against your organization or its officers? \_\_\_\_\_

Has your organization filed any lawsuits or requested arbitration with regard to construction contracts within the last five years? \_\_\_\_\_

Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? \_\_\_\_\_

List your most current agreements/contracts, with information, similar to the type of work bid.  
(Use Additional Sheets if Necessary)

**Project:** \_\_\_\_\_

Project Description: \_\_\_\_\_

Owner/Agency: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Contract Price: \_\_\_\_\_

Phone: \_\_\_\_\_ Email \_\_\_\_\_

**Project:** \_\_\_\_\_

Project Description: \_\_\_\_\_

Owner/Agency: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Contract Price: \_\_\_\_\_

Phone: \_\_\_\_\_ Email \_\_\_\_\_

**Project:** \_\_\_\_\_

Project Description: \_\_\_\_\_

Owner/Agency: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Contract Price: \_\_\_\_\_

Phone: \_\_\_\_\_ Email \_\_\_\_\_

Bank References (List Institution, Address, Contact Person, and Phone):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**EXHIBIT 5  
BONDS**

**STATE OF TEXAS                   §  
  §                   **BID BOND**  
**COUNTY OF COLLIN §****

The undersigned Bidder hereby declares that he has visited the site of the work and has carefully examined the Contract Documents pertaining to the work covered by the above bid, and he further agrees to commence work within TEN (10) days after the date of written notice to do so, and to have 100% of the work on which he has bid complete within \_\_\_\_\_ consecutive calendar days.

Enclosed with this proposal is a Certified Check for an amount not less than 5% of the total base bid or a Proposal Bond in the sum of \$\_\_\_\_\_which it is agreed shall be collected and retained by the Owner as liquidated damages in the event this proposal is accepted by the Owner within SIXTY (60) days after the bids are received and the undersigned fails to execute the contract and the required bond for the Owner within TEN (10) days after the date said proposal is accepted, and otherwise, said check or bond shall be returned to the undersigned upon request.

Bids submitted without required check or bid bond will be considered non-responsive.

\_\_\_\_\_  
Contractor (Firm Name)

By: \_\_\_\_\_

Title: \_\_\_\_\_

Address

\_\_\_\_\_

\_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

\_\_\_\_\_

Phone

Fax

**(Must be submitted with the bid submittal)**



**STATE OF TEXAS**

**PERFORMANCE BOND**

**COUNTY OF COLLIN §**

That \_\_\_\_\_ of the City of \_\_\_\_\_, County of \_\_\_\_\_, State of Texas ("Principal"), and \_\_\_\_\_ ("Surety"), authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto the City of Allen, Texas ("Owner"), in the penal sum of \$\_\_\_\_\_ (*not less than one hundred percent of the approximate total amount of the contract as evidenced in the proposal*) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, which contract is referred to and made part hereof the same as if fully copied herein.

NOW, THEREFORE, the condition of this obligation is such, that if the said Principal shall fully and faithfully execute the work and perform the contract in accordance with the plans, specifications, and contract documents, including any extensions thereof, and according to the true intent and meaning of said contract and the plans and specifications hereto annexed, then this obligation shall be void; otherwise, to remain in full force and effect.

Provided, however, that this Bond is executed pursuant to the provisions of Section 2253.021 of the Texas Government Code, as amended, for a public work contract, and Section 53.201 of the Property Code, and all liabilities on this Bond shall be determined in accordance with the provisions of said Articles to the same extent as if they were fully copied at length herein.

Surety, for value received, stipulates and agrees that the bond shall automatically be increased by the amount of any change order or supplemental agreement which increases the contract price with or without notice to the Surety and that no change, extension of time, alteration or addition to the terms of the Contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same shall in any way affect its obligation of this Bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder.

Surety agrees that the Bond provides for the repairs and/or replacement of all defects due to faulty materials and workmanship that appear within a period of two years from the date of completion and acceptance of the improvement by the Owner.

**IN WITNESS WHEREOF**, the said Principal and Surety have signed and sealed this instrument on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Principal: \_\_\_\_\_

Surety (for all Notices/Claims to be received hereunder): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**(Must be submitted to the Project Manager prior to contract execution)**

STATE OF TEXAS

§

PAYMENT BOND

COUNTY OF COLLIN

§

That \_\_\_\_\_ of the City of \_\_\_\_\_, County of \_\_\_\_\_, State of Texas ("Principal"), and \_\_\_\_\_ ("Surety"), authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto the City of Allen, Texas ("Owner"), in the penal sum of \$\_\_\_\_\_ (not less than one hundred percent of the approximate total amount of the contract as evidenced in the proposal) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, which contract is referred to and made part hereof the same as if fully copied herein.

NOW, THEREFORE, the condition of this obligation is such, that the bond guarantees the prompt payment and satisfaction of all bills, invoices and statements, including those for usual extras, together with protection of all claims of claimants supplying labor and material and the prosecution of the work provided for in said contract and for the use of each claimant. Should the Principal faithfully perform said contract and in all respects duly and faithfully observe and perform all and singular the covenants, conditions, and agreements in and by said contract agreed to by the Principal, and according to the true intent and meaning of said contract and the claims and specifications hereto annexed, then this obligation shall be void; otherwise, this obligation shall remain in full force and effect.

This Bond is executed pursuant to the provisions of Section 2253.021 of the Texas Government Code, as amended, for a public work contracts, and Section 53.201 of the Property Code, and all liabilities on this Bond shall be subject to and in accordance with the provisions of said Articles to the same extent as if they were fully copied at length herein.

Surety, for value received, stipulates and agrees that the bond shall automatically be increased by the amount of any change order or supplemental agreement which increases the contract price with or without notice to the Surety and that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same shall in any way affect its obligation of this Bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder.

**IN WITNESS WHEREOF**, the said Principal and Surety have signed and sealed this instrument on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Principal:

Surety (for all Notices/Claims to be received hereunder):

\_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**(Must be submitted to the Project Manager prior to contract execution)**



**Date: 4/23/2020**

**ADDENDUM 1**

**2020-10-24 Transportation of Locomotive**

The following items take precedence over the initial bid specifications, where supplemented here. The original requirements, not affected by this addendum, shall remain in effect.

1. Question: Can you provide some recent photos of the location with the track installed?

Answer: The track for the locomotive and tender has not been procured yet as the supplier of re-purposed rail which supplied rail for the caboose is currently out of stock. The City will continue to seek other sources.

2. Question: Is the caboose already on site?

Answer: Yes

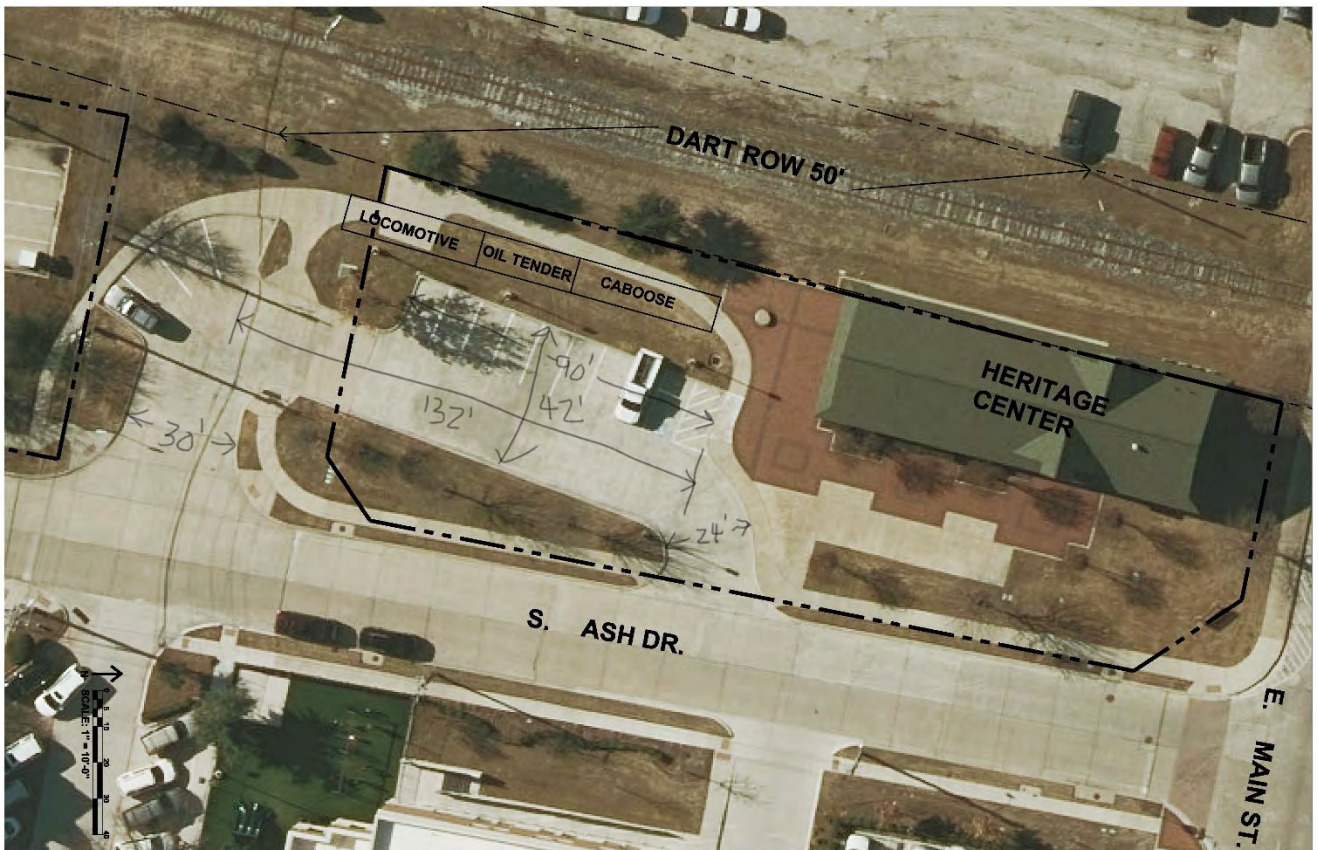
3. Question: There needs to be a more defined scope of work for the restoration piece. Otherwise bids will be all over the place. It is unclear and what is considered restoration can vary and is it not clear. This is a concern.

Answer: Refined restoration scope forthcoming in Addenda 2.

4. Is it possible to get some rough dimensions of the parking area and drives way next to the track location?

Answer: Please see sketch. Dimensions are approximate.

(continued on next page)



5. Question: When do you want the work done? Because of Covid-19, and bidders may have a backlog of other projects that are getting pushed back.

Answer: The City is paying a storage fee for the Locomotive to remain at its current location; therefore, it needs to be moved to the site by the end of June. The limited cosmetic restoration work can follow through August. Please submit your best proposal and timeline and if work can not be complete by August, outline the schedule you can meet and any exceptions.

6. Question: Will the engine be shipped right to the site?

Answer: Yes.

7. Question: If the parts go to another storage location, can the parts be worked on there and then transported to the site? It is not very clear.

Answer: Yes.

8. Question: Will you ship it to an alternate site for assembly and then taken to the depot?

Answer: No.

9. Question: Will the contractor put up the fences or will the City do that?

Answer: The contractor is responsible for securing the work site and shall include temporary security fencing in their proposal.

10. Question: What will need to be done to take down the light pole next to the display track before loading or unloading?

Answer: The light pole will be removed by the City prior to the unloading of the locomotive and reinstall it after the locomotive is set in place. The concrete foundation will remain in place.

11. Question: How much longer does the track have to be than the locomotive?

Answer: The foundation for the locomotive is 72'-7" long which represents the length of the rail dedicated to the locomotive and tender which are a combined 68 feet long (plus a few inches). The lead coupler on the caboose overlaps the locomotive foundation by a couple of feet, so there will be less than 5 feet of track in place beyond the final position of the locomotive pilot.

12. Question: Restoration Clarifications: Cab windows, doors, engine paint and lettering.

Answer: Forthcoming in Addendum 2

13. Question: What are the thoughts on doing restoration on site at Colorado?

Answer: Open to that if that is proposed. It can be considered if the contractor can make arrangements with the steward of the property of where the locomotive is residing and include storage costs in the price.

14. Question: In the cosmetic restoration, can there be detail on what type of paint, lettering design, etc.? There may be some environmental considerations as well. (Lead Based Paint)

Answer: Forthcoming in Addendum2

15. Question: For the painting, do you want it grid blasted, sand blasted? Clear coat, etc?

Answer: Forthcoming in Addendum 2

16. Question: Is there a definite inventory quantity, and weight on the miscellaneous parts?

Answer:, No, however some clarification on the quantity of parts may be included in Addendum 2

17. Question: Is any consideration being made for those proposers who can't travel due to COVID-19 travel restrictions? Some proposers may not be able to travel to see the unit in order to make a bid due to travel restrictions.

18.

Answer: The City will extend the bid as reasonably necessary to allow for travel delays caused by the COVID-19 situation in a uniform fashion. The bid due date has been revised to May 15, 2020 at 2:00 PM Central Time. This means that such schedule adjustments will be in response to state and federal regulations of interstate travel, and not the scheduling needs of parties submitting proposals.

19. Question: Are the parts clearly identified on site or are they just pictures and will the contractor have to go and pick them out?

Answer: The parts are not clearly identified in as much as being labeled, however, it can be reasonably assumed that the parts are in the general locations as presented in the RFP.

20. Question: In the pictures of the parts, it looks like 70-80% you can tell where they go and what they do but some other pictures are not clear. Will all parts have to go back on the locomotive? There are two sand domes and possibly an extra part.

Answer: Not all parts listed may necessarily be reinstalled.

21. Question: For this restoration, will people be going inside the cab?

Answer: No, a future project for an elevated stairway for people to view the inside of the cab would have to be planned. At this time, the cab is not going to be available to people to view or go inside. The parts inside the cab can be installed if it can happen easily. The cab has a wood roof.

22. Question: What about the inside of the coal tender? Will that need to be painted, sand blasted, or welded shut?

Answer: More on this restoration item will be disclosed in Addend 2 with the detailed restoration scope.

23. Question: What is the budget, is there a limit to keep this in line?

Answer: Being a one-off project for the City of Allen, there is no fixed budget, however efforts to keep the total cost within \$200,000 will be best received.

24. Question: If our company offers transportation and not restoration, would they be excluded from bidding?

Answer: We are looking for a turn-key, full-service package.

25. Question: When do you have to get the locomotive out of Colorado?

Answer: The locomotive remains in Alamosa, Colorado at this time in "storage" on the San Luis & Rio Grande Railroad property, under a 5-year storage agreement that involves several railroads. It is not a need to get the locomotive out of Colorado under the influence of the Seller but rather the City of Allen's desire to get it moved to Allen, Texas as soon as possible and it is desired that the equipment arrive in Allen in June late or July details of which must be fully explained in the Proposal.

26. Question: Are there switching fees?

Answer: The contractor will have to work with the land steward listed in the bid document.

27. Question: In Texas this is considered a Super Load and a permit can take 4-6 weeks. Can items be removed to reduce weight so it can be lowered to a weight limit that will reduce the permit lead time?

Answer: The City will consider the removal of items, and more specifically the partial disassembly of the locomotive and tender, so long as the means and methods of doing so are in keeping with best practices/industry standards of the locomotive restoration trade.

Certainly, the separation of trucks and drivers will account for significant weight reduction, and the separation of the boiler would as well. Cosmetic forethought is essential, as the City desires for the evidence of such alterations to be minimized by the time the equipment is in place at the destination site.

**NOTICE:**

- **The bid due date is revised to May 15, 2020 at 2:00 PM Central Time.**
- **Deadline for Addenda is revised to May 4, 2020 at 5:00 PM Central Time.**
- Additional Insurance Requirements for the SLRG Property, to be handled between the awarded contractor and SLRG:

The following is required by the property owner where the locomotive and tender are in place for bringing a truck onto SLRG property to load the locomotive in pieces, along with some mechanical support from SLRG personnel. Any deviation from that may require modification of these requirements.

**Access fee: \$2,000; \$100/hr for flagging, per flagman (if needed); and AAR rates for mechanical support**

**Commercial General Liability Insurance**

- limit: \$1,000,000 per occurrence
- SLRG to be added as an additional insured
- delete exclusion of work within 50 feet of ROW (endorsement CG 2417)
- waiver of subrogation in favor of SLRG
- Coverage to be primary and non-contributory in regards to the Railroad

**Commercial Auto Insurance**

- limit: \$1,000,000
- SLRG to be added as an additional insured
- delete exclusion of work within 50 feet of ROW (Endorsement CA2070)
- Waiver of subrogation in favor of SLRG

**Work comp**

- coverage as required by law

- Additional pictures are uploaded to lonwave as part of this addendum. Photos include the locomotive, coal tender, and Allen Train Depot space where the concrete pad is located.

April 17, 2020 1:30 PM CST Teleconference Pre-Bid Conference List of Attendees:

Brian Bristow	<a href="mailto:bbristow@cityofallen.org">bbristow@cityofallen.org</a>
Ellen Ataie	<a href="mailto:eataie@cityofallen.org">eataie@cityofallen.org</a>
David Patterson	<a href="mailto:dpatterson@goodloe-transportation.com">dpatterson@goodloe-transportation.com</a>
Robert Franzen	<a href="mailto:ssoa2001@aol.com">ssoa2001@aol.com</a> 828-226-5214
Brandon Buehring	<a href="mailto:info@lgiinc.com">info@lgiinc.com</a> , 281-744-0702
Steven Butler	<a href="mailto:greenchili@tds.net">greenchili@tds.net</a> 262-853-9662
Darrell, working with Brandon	
Ron Siebler	<a href="mailto:ron@siebler.com">ron@siebler.com</a> 214-546-7579
Greg Woolsey	<a href="mailto:l.j.design@earthlink.net">l.j.design@earthlink.net</a>





Date: April 17 2020

Time: 1:30 pm

Pre-Bid

Type of Meeting:

---

## REQUEST FOR PROPOSAL 2020-10-24

### TRANSPORTATION OF LOCOMOTIVE AND TENDER

**Proposals Due by May 1, 2020 @ 10:00 A.M. CST**

---

#### PRE-BID AGENDA

##### Introduction

Ellen Ataie, Contract Administrator  
Brain Bristow, Parks & Recreation Asst. Director

[eataie@cityofallen.org](mailto:eataie@cityofallen.org)  
[bbristow@cityofallen.org](mailto:bbristow@cityofallen.org)

The conference will be accessible by dialing Toll number: +1 (830) 476-3317 and entering 40123251# (Dial-in Number). The conference ID is 40123251.

1. Specifications and bid documents may be accessed at no charge, through the City of Allen's electronic bidding system: <https://allentx.ionwave.net/Login.aspx>
2. Solicitation deadline is May 1, 2020 @ 10:00 A.M. CST in the Purchasing Office. Electronic submission is highly encouraged. City Hall has tables set up in the rotunda for the acceptance of packages.
3. Electronic submittals are recommended. Scan documents into one file for upload to eBid (Ionwave). Remember to submit your proposal.
4. Required Forms:
  - a. Certificate of Insurance (evidence of insurance)
  - b. Affidavit of No Prohibited Interest
  - c. Bidders Qualification Statement with references
  - d. Conflict of Interest Questionnaire
  - e. Bid Form (Pricing)
  - f. Bid Endorsement Page
  - g. Bid Bond (for proposals \$50k or higher)
  - h. Addenda Acknowledgement
5. Project Bonds
  - Bid Bond (5% of total base bid)
  - Payment and Performance Bonds (100% of the total bid)
  - 2-Year Maintenance Bond will be due upon project completion and acceptance

6. The last day for questions will be on Wednesday, April 22, 2020 at 5:00 PM. The last day for addenda will be on Monday, April 27, 2020 at 10:00 AM. Any addenda issued within 3 working days of the bid opening will automatically delay the bid opening by one week.
7. Liquidated Damages will apply.

Amount of Contract (\$) Value of a Calendar Day (\$)

Less than 25,000	100 per day
25,000 to 99,999.99	160 per day
100,000 to 999,999.99	240 per day

8. As security for the faithful completion of the work by the contractor, the owner shall retain ten percent (10%) of the total dollar amount of work done on all contracts less than \$400,000; five percent (5%) of the total dollar amount of work done on all contracts of \$400,000 or more. Retainage will be held from each progress payment/invoice through final project completion/closeout.
9. Questions

***PLEASE RETURN 1 SIGNED COPY OF THIS ADDENDUM WITH YOUR PROPOSAL***

\_\_\_\_\_  
\_\_\_\_\_

Signature of Officer

Date



**Date: 5/4/2020**  
**ADDENDUM 2**  
**2020-10-24 Transportation of Locomotive**

The following items take precedence over the initial bid specifications, where supplemented here. The original requirements, not affected by this addendum,

**The solicitation deadline has been revised:**

**Proposals Due May 29, 2020 at 1:00 PM Central Time**

***PLEASE RETURN 1 SIGNED COPY OF THIS ADDENDUM WITH YOUR PROPOSAL***

\_\_\_\_\_

Signature of Officer

\_\_\_\_\_

Date



**Date: 5/18/2020**

## **ADDENDUM 3**

### **2020-10-24 Transportation of Locomotive**

The following items take precedence over the initial bid specifications, where supplemented here. The original requirements, not affected by this addendum,

#### **Locomotive Restoration Scope of Work**

**Goal:** The goal is to return the locomotive and tender to a level of visual and physical presentation so that when permanently displayed, the lay public who have limited or no knowledge of trains, much less steam locomotives, will perceive it to be a retired and mostly complete Unit.

The locomotive and tender display is to be visual and not tactile, that is meant to be appreciated from a pedestrian perspective from a short distance. At a future date, elevated visual access may be provided so that viewers may get a glimpse inside the cab of the locomotive, however that is not part of the current project.

Certain components of the locomotive and tender will remain missing or uninstalled because they are not a part of the City of Allen's purchase or, are not considered essential to achieve the project restoration goal.

As can be seen from the photographs supplied in the RFP, the Locomotive and Tender appear to be in fair to good overall condition. Various areas and parts of the Unit have accumulated dirt, grime and rust but *the main concern with cleaning is the under-boiler frame and wheels.*

Paint is only to be removed in areas where blistering, breakage and rust have occurred. All other painted surfaces are to be cleaned and left as is.

Rust removal: The owner's preferred method of rust removal is by the use of a commercially available liquid rust *converter*.

The following is the City's basic guidance in the restoration, described in cleaning and preparing of the Unit. Costs of the following are incidental to the project and shall be included in the restoration pricing:

(Example only: Rust Converter ULTRA by Factory Direct Chemicals, or approved equal).

1. Protection of the site: a) restrict use of parking lot to contractor and city vehicles only – provide barricades, vacate parking lot as needed during cleaning operations b) keep concrete foundations and parts of caboose covered as needed, to prevent damage, staining c) thick polyethylene plastic sheeting or other materials, approved by owner acceptable, secured in place and replaced or repaired as needed during course of work;



2. Water: Available on-site a) 5/8" hose bibb at south end of depot, b) 1/2" quick-coupler valve (irrigation) in grass island between parking lot and Ash Street, c) no charge for water used in restoration activities; d) recommended hose length 150' provided by Contractor.
3. Sanitary facilities: Depot interior will remain locked at all times; Contractor responsible to provide, secure and maintain own on-site portable toilet(s) if electing to do so.
4. Safety: Work shall be conducted in compliance with OSHA, and in accordance with industry standards for the type of work performed.
5. Inspection: Owner's inspector shall have access to the work site at all times, including such times as to observe and inspect the work.

The proposal shall include:

- a Base Restoration Price
- a set of Restoration Alternative Prices

Note: Locomotive No. 20's "sister" locomotive and tender No. 19 is on display at the Frisco Heritage Center (6499 Page Street, Frisco, Texas 75034, 972-292-5111 Contact Rayna Alam) and is referenced in some restoration tasks as representing what parts the City of Allen wants No. 20 to have. Please refer to the Photo Essay included in this addendum.

Note: Priming and painting are not included in the restoration scope define herein, but will be considered and negotiated after award of contract if Owner desires these services. The Owner retains the right to hire separate services for priming and painting.

Note: Parts that are specified as part of the purchase of the Locomotive and Tender, which are not installed in the following items shall be stored at the City farm as mentioned in previous documentation.



**Section V**

**Pricing**

**Base Restoration Pricing**

**A. Locomotive**

1. Clean the entire locomotive frame bumper-to-bumper (Controlled steam cleaning and/or pressure washing) to remove dirt grime and rust. Parts in this zone include but are not limited to drive wheels, axels, brake assemblies, truck assemblies to minimize unnecessary stripping of paint and metal.

\$ \_\_\_\_\_

2. Rods, Pins, Cranks, Links (Slides L1 and L2): salvage, refurbish or replicate and install parts needed to recreate the assembly identified on Locomotive No. 19 (both sides of No. 20); include all miscellaneous and necessary hardware. Complete in place.

\$ \_\_\_\_\_

3. Locomotive Front (Slide L3): salvage, refurbish or replicate and install parts needed to recreate the assembly identified on Locomotive 19. Hardware may be “faked” if authentic in appearance. Seal smokebox front. Complete in place.

\$ \_\_\_\_\_

4. Feedwater Heater Steps (Slide L4): salvage, refurbish or replicate and install feedwater heater steps (see old photo, Slide L4, similar to Brake Valve Steps (Locomotive No. 19, Slide L5). Complete in place.

\$ \_\_\_\_\_

5. Brake Valve Steps (Slide L5): salvage, refurbish or replicate and install Brake Valve Steps as sown on Locomotive No. 19. Complete in place.

\$ \_\_\_\_\_

6. Valve Cover (Slide 6): salvage, refurbish or replicate and install Valve Cover (Engineer side). Complete in place.

\$ \_\_\_\_\_

7. Headlight and Mount (Slide 7 shows “sister” Locomotive 18, Alamosa, CO): salvage, refurbish or replicate and install Headlight Mount and Headlight assembly. Also see vintage photo of Locomotive No. 20 on Slide L4. Complete in place.

\$ \_\_\_\_\_

**TOTAL BASE PRICE Locomotive Restoration**    \$ \_\_\_\_\_

**Price in written word:** \_\_\_\_\_



**B. Tender**

1. Rotted Wood Decking, Trim Strip (Slide T1): Remove remaining wood trim and replace to conceal rotted deck lumber between I-beam chassis/frame and tank above. Complete in place.  
\$ \_\_\_\_\_
2. Rotted Overhead timber/lumber at lead end/opening of coal bunker (Slide T2): Replace/replicate with new timber/lumber. Complete in place.\$ \_\_\_\_\_
3. Close Corroded Openings at Rear of Coal Bunker: Weld matching plate steel on outside face (not inside coal bunker). Complete in place.  
  
\$ \_\_\_\_\_
4. Coal Bunker (Slide T4), a,b and c, Complete in place:
  - a. Remove debris inside coal bunker and salvage all metal parts for potential restoration use
  - b. Repair bent/damaged coal bunker front screen slat end channels (both sides); Install new screen slats (lumber sized to fit end channels
  - c. Replace missing steel floor panels  
\$ \_\_\_\_\_
5. Rotted Timber Bumper at Front (Slide T5): Replaced timber bumper member shown in slide. Dispose of rotted timber. Complete in place.  
\$ \_\_\_\_\_

**TOTAL BASE PRICE Tender Restoration \$ \_\_\_\_\_**

**Price in written word: \_\_\_\_\_**

**(continued on next page)**



**C. Restoration Alternatives**

**Locomotive**

1. Feedwater Heater(FWH) (Worthington Type B, Fireman side): Refurbish Feedwater Heater (remove peeling paint and recoat as needed); fabricate/replace cladding/cover plates over compartments (as shown in Figure 12 on Slide 8), including but not limited to Heater, Cold Water Pump, Steam Cylinder, and Hot Water Pump. Restore/replace/reconnect the following pipes connected to FWH: Exhaust Steam pipe from cylinder, Suction (Cold Water Delivery pipe from tender, Delivery pipe to check valve atop boiler (see Figure 11, Slide 11).  
\$ \_\_\_\_\_
  
2. Repair cut-outs behind top of front bumper (Weld in new plate (2) to match as close as possible) (Slide L9)  
\$ \_\_\_\_\_
  
3. Restore/replace woodwork throughout locomotive cab, including floor (Slide 10). Complete in place.  
\$ \_\_\_\_\_
  
4. Salvage and install missing Check Valve at top of boiler (Slide 11); connect to feeder pipes and mount on delivery port (weld with faked gasketing and mounting hardware if necessary). Former employee of SL&RG RR indicates this part is in a wood crate at the loading dock location in a wood crate). Complete in place.
5.  
\$ \_\_\_\_\_ (if part found at SL&RG RR site)  
\$ \_\_\_\_\_ (procure part from other source)
  
6. Procure and install Suspension equipment for each Drive Wheel pair and the Front Engine Truck wheels, including Driving Springs, Driving Spring Staples and Links and Driving Box(if missing). Complete in place.  
\$ \_\_\_\_\_
  
7. Metalwork (locomotive): Outer cab wall edge, below window openings: cut clean edge in rust out openings and patch on outside face with like sheet steel; attach with hardware to match similar patching on tender. Remove remaining wood trim above windows and straighten gutting above windows. See No. 19 locomotive for appearance of metalwork.  
\$ \_\_\_\_\_





**Tender**

1. Remove Tender Tank, remove rotted decking and replace with new decking lumber, sealed and painted; re-install tank. Complete in place.

\$ \_\_\_\_\_

**D. Bid Price for Transportation:**

Transportation \$ \_\_\_\_\_

Bid price in written words: \_\_\_\_\_

Number of Calendar Days to complete the transportation following the issuance of a Notice to Proceed letter: \_\_\_\_\_

***PLEASE RETURN 1 SIGNED COPY OF THIS ADDENDUM WITH YOUR PROPOSAL***

\_\_\_\_\_

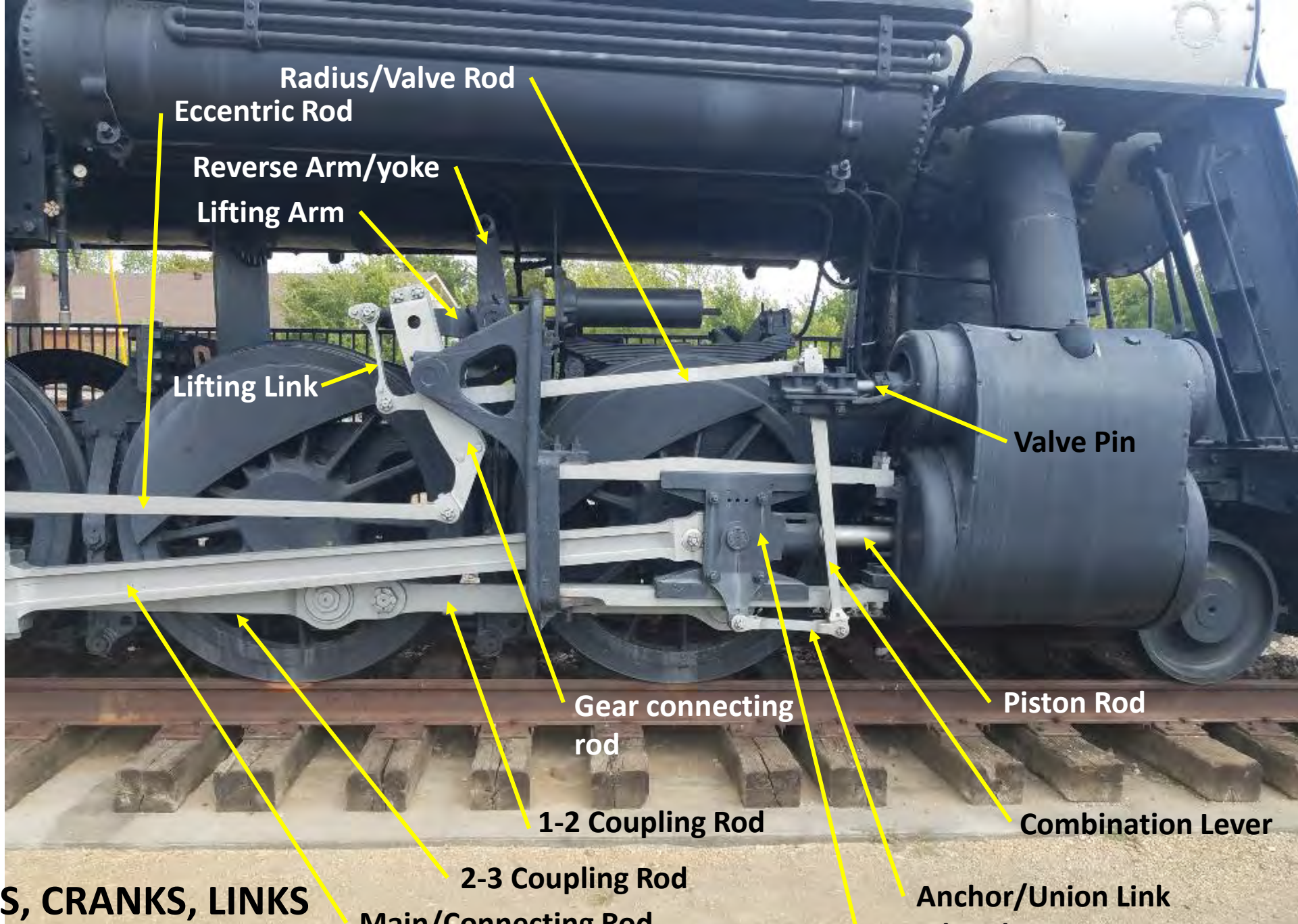
Signature of Officer

\_\_\_\_\_

Date

# Addendum No. 2 – Limited Cosmetic Restoration, Locomotive and Tender

LOCOMOTIVE



**RODS, PINS, CRANKS, LINKS**

Radius/Valve Rod  
Eccentric Rod

Reverse Arm/yoke  
Lifting Arm

Lifting Link

Valve Pin

Gear connecting  
rod

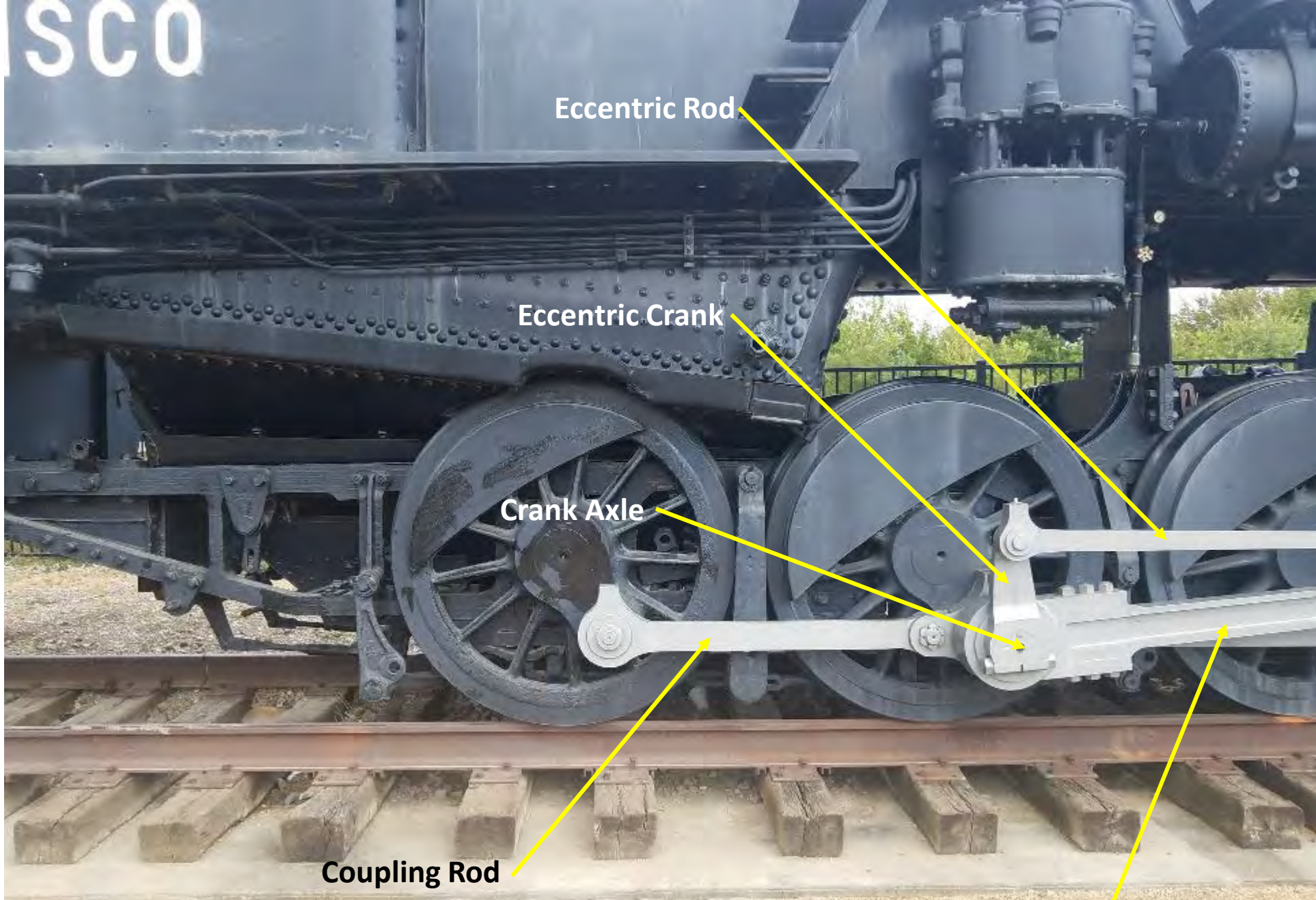
Piston Rod

Combination Lever

Anchor/Union Link  
Crosshead

Main/Connecting Rod  
2-3 Coupling Rod

1-2 Coupling Rod



Eccentric Rod

Eccentric Crank

Crank Axle

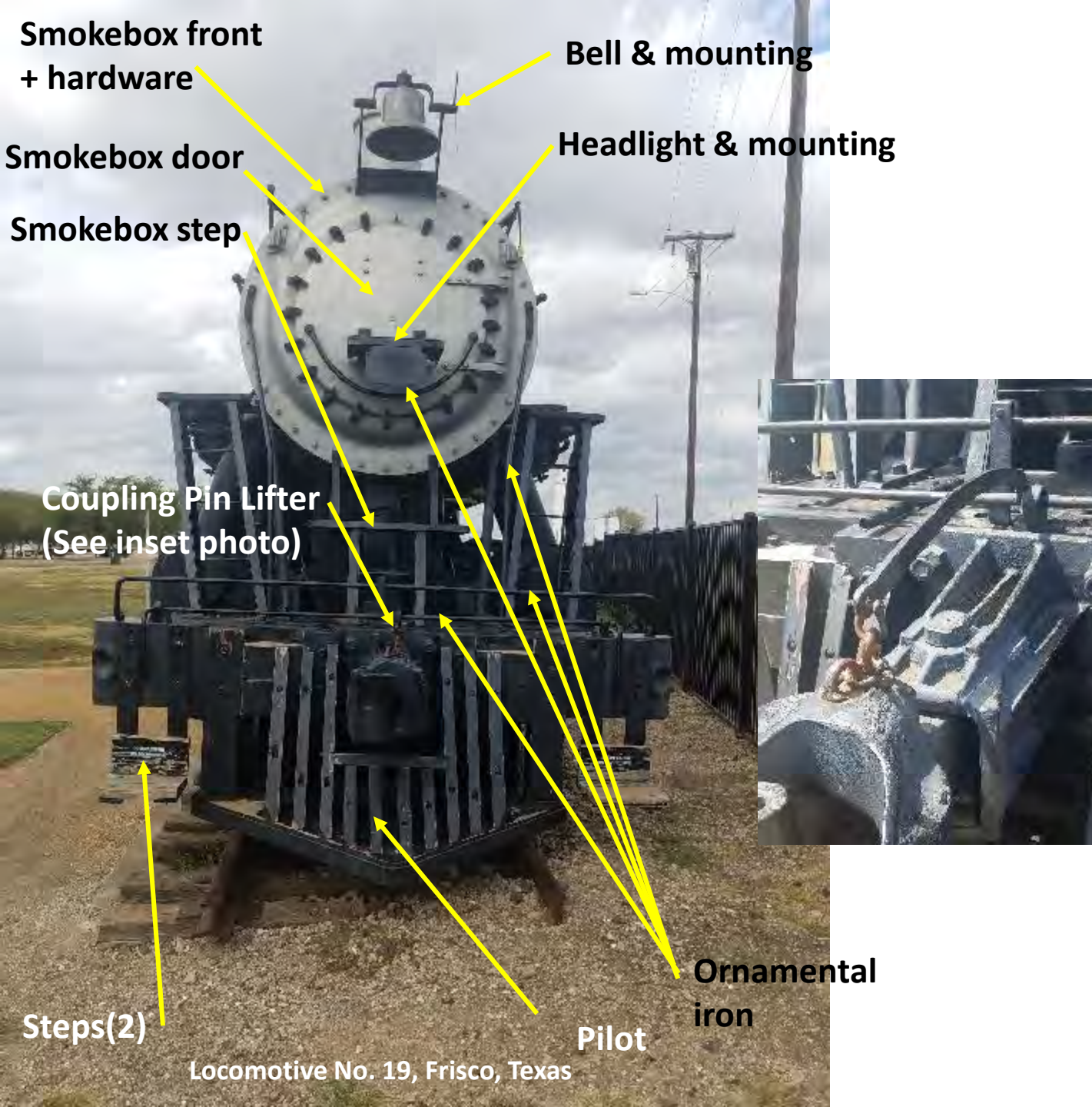
Coupling Rod

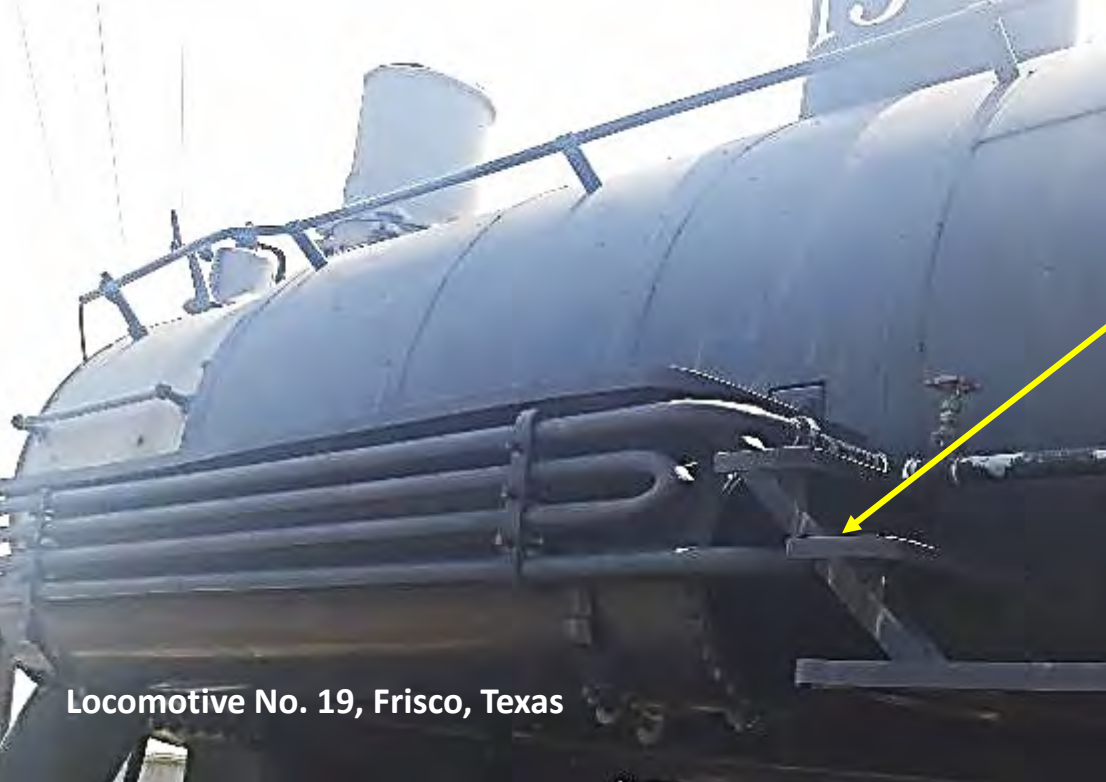
Connecting Rod

**RODS, PINS, LINKS, ETC.**

Locomotive No. 19, Frisco, Texas

LOCOMOTIVE FRONT





Locomotive No. 19, Frisco, Texas

Steps



Locomotive No. 20, (location and date unknown)

**FEEDWATER HEATER  
STEPS (FIREMAN SIDE  
ONLY)**

# Slide L5

## BRAKE VALVE STEPS

Engineer side brake valve steps



Locomotive No. 19, Frisco, Texas



Locomotive No. 20, Alamosa, Colorado



Locomotive No. 20, Alamosa, Colorado



Right side valve cover

Locomotive No. 20, Alamosa, Colorado



Slide L6

**ENGINEER SIDE VALVE COVER**

**Slide L7**

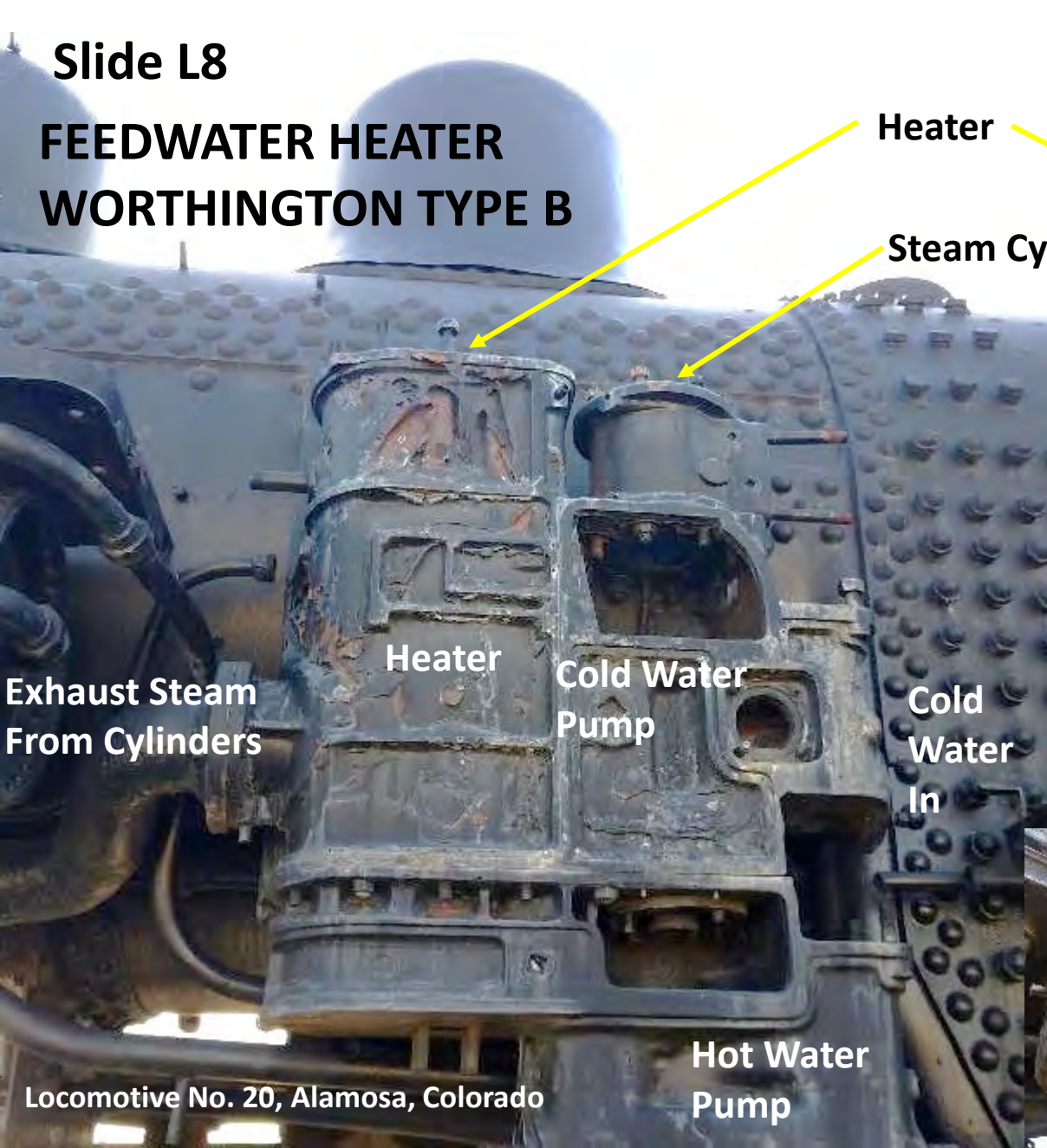
**HEADLIGHT AND  
MOUNT ON  
SMOKEBOX DOOR**



Locomotive No. 18, Alamosa, Colorado, SL&RG RR Steam Shop

**Slide L8**

**FEEDWATER HEATER  
WORTHINGTON TYPE B**

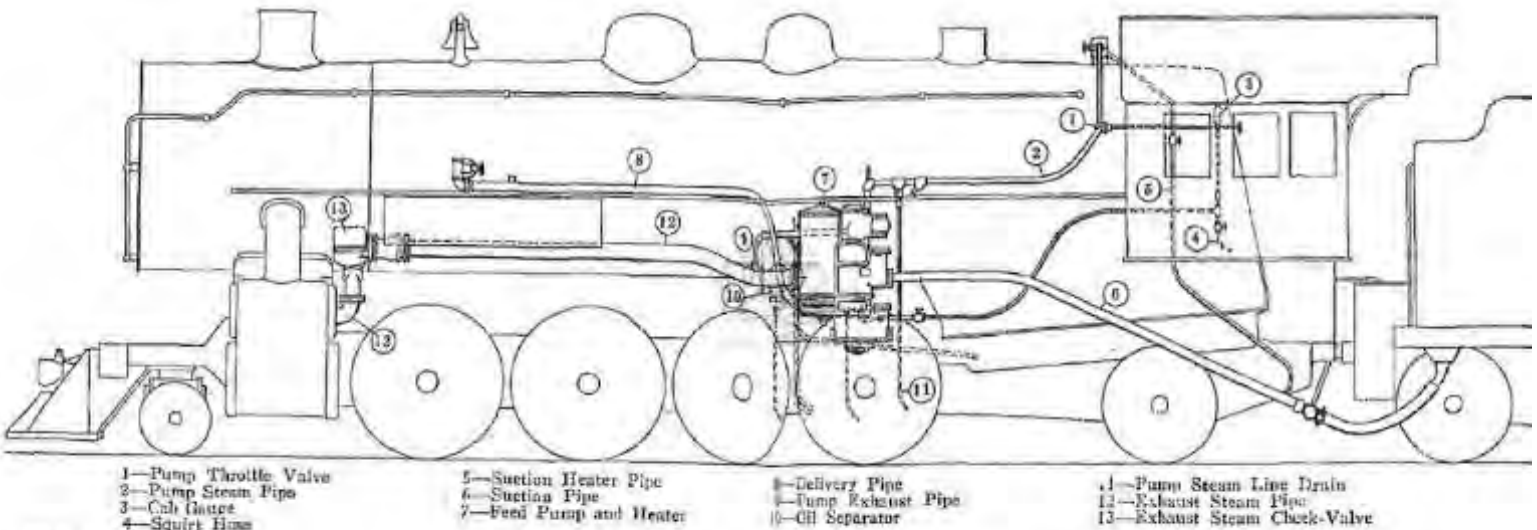
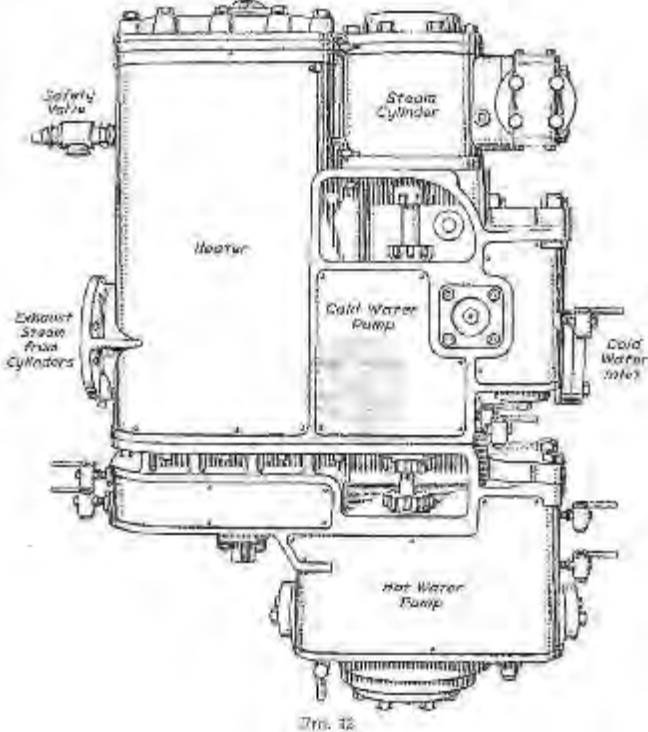


Locomotive No. 20, Alamosa, Colorado



Locomotive No. 20, Alamosa, Colorado

# Slide L8 Feedwater Heater



- 1—Pump Throttle Valve
- 2—Pump Steam Pipe
- 3—Coh Gauge
- 4—Squirt Hose
- 5—Suction Heater Pipe
- 6—Suction Pipe
- 7—Feed Pump and Heater
- 8—Delivery Pipe
- 9—Pump Exhaust Pipe
- 10—Oil Separator
- 11—Pump Steam Line Drain
- 12—Exhaust Steam Pipe
- 13—Exhaust Steam Check-Valve

**Slide 9**  
**SMOKEBOX STEPS**  
**CUT-OUTS**



**Cut-outs at base for Smokebox Steps**

**Locomotive No. 20, Alamosa, Colorado**



**Locomotive No. 19, Frisco, Texas**

Locomotive No. 20, Alamosa, Colorado

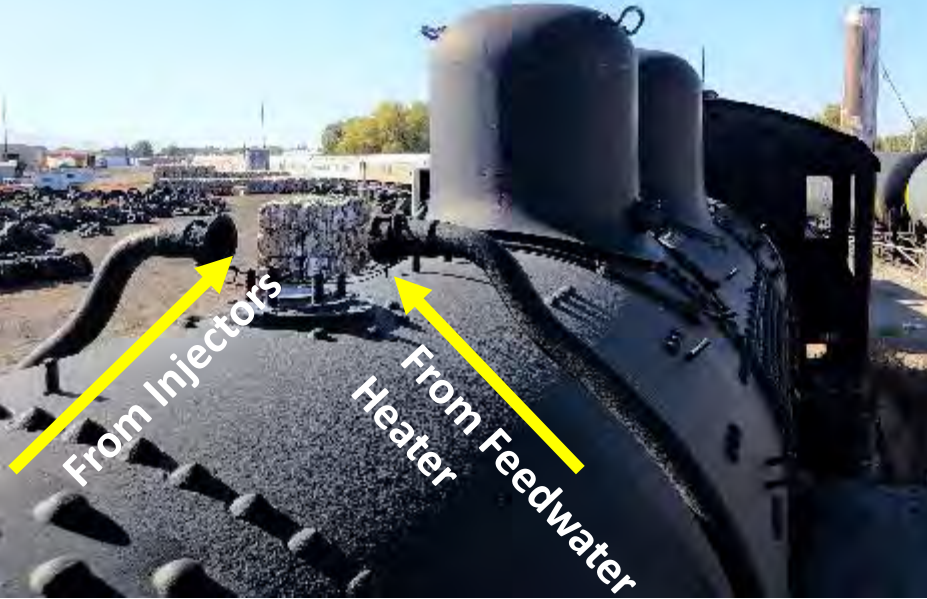


**Slide L10**  
**CAB WOODWORK**

Locomotive No. 20, Alamosa, Colorado

# Slide 11

Locomotive No. 20, Alamosa, Colorado



3080  
Top mount,  
Hancock, type 1

**CHECK VALVE  
(MISSING)**

Locomotive No. 20, Alamosa, Colorado

# TENDER

All images are the Tender for Locomotive No. 20, Alamosa, Colorado



**Slide T1**

**ROTTED WOOD  
DECKING,TRIM  
STRIP**



**Slide T2**



**ROTTED OVERHEAD  
WOOD AT FRONT END**

**Slide T3**



**CORRODED OPENINGS  
AT REAR OF  
COAL BUNKER**

## Slide T4

DEBRIS INSIDE  
COAL BUNKER

BENT COAL BUNKER  
SCREEN SLAT  
END CHANNELS

MISSING COAL  
BUNKER  
SCREEN SLATS

MISSING STEEL  
FLOOR MEMBERS



**Slide T5**

**ROTTED TIMBER  
BUMPER AT FRONT**





**Date: 5/29/2020**

**ADDENDUM 4**

**2020-10-24 Transportation of Locomotive**

The following items take precedence over the initial bid specifications, where supplemented here. The original requirements, not affected by this addendum,

1. The solicitation deadline has been extended:

**Proposals Due June 4, 2020 at 1:00 PM Central Time**

2. The following proposal requirement has been removed from the invitation for bid:

*Page 36: "Written statement demonstrating a minimum of 5 continuous years' work related to vintage steam locomotives (e.g., repair, maintenance, operation, transporting, restoration, part/weldment manufacturing)"*

3. The proposer's team shall include at least one person who has demonstrated experience perform work related to vintage steam locomotives (e.g., repair, maintenance, operation, restoration, part/weldment manufacturing)

**PLEASE RETURN 1 SIGNED COPY OF THIS ADDENDUM WITH YOUR PROPOSAL**

\_\_\_\_\_

Signature of Officer

\_\_\_\_\_

Date



**EXHIBIT 2**

**AFFIDAVIT OF NO PROHIBITED INTEREST**

I, the undersigned, declare and affirm that no person or officer in this sole proprietorship, partnership, corporation, or board has or will have during the term of this contract a prohibited interest as that is defined in City Charter Section 10.05.

I further understand and acknowledge that the existence of a prohibited interest at any time during the term of this contract will render the contract voidable.

Morton Locomotive & Machine LLC  
**Name of Contractor**

By: [Signature]

Signature

Steven Butle-

(Print Name)

Owner

(Title)

Washington  
STATE OF ~~TEXAS~~  
COUNTY OF Lewis

§  
§

**SUBSCRIBED AND SWORN TO** before me this 26<sup>th</sup> day of May, 2020.



Rikki Mead  
Notary Public, State of ~~Texas~~ Washington



EXHIBIT 4

BIDDERS QUALIFICATION STATEMENT

Project: Bid No. 2020-10-24

Contractor: Morton Locomotive & Machine LLC

Indicate One:  Sole Proprietor  Partnership  Corporation

Name: Steven Butler Partner: Linda Butler

Title: Owner Title: owner

Address: P.O. Box 1292 Address: same

City: Morton City: same

State & Zip: Washington 99356 State & Zip: same

Phone: 262-953-9662 Phone: 719-580-5493

State and Date of Incorporation, Partnership, Ownership, Etc. August 2019

Location of Principal Office: Morton, WA

Contact and Phone at Principal Office: 262-953-9662 Steven Butler

Liability Insurance Provider and Limits of Coverage: Steadfast Insurance Co 1,000,000/2,000,000

Workers compensation Insurance Provider: At present because of not having any employees. We have not carried any. I have quotes from my agent

Address: for coverage in Colorado and Texas for this project.

Contact and Phone: \_\_\_\_\_

Number of Years in Business as a Contractor on Above Types of Work:

Claims and Suits (If the answer to any of the questions is yes, please attach details):

Has your organization ever failed to complete any work awarded to it? no

Are there any judgments, claims, arbitration proceedings, or suits pending or outstanding against your organization or its officers? no

Has your organization filed any lawsuits or requested arbitration with regard to construction contracts within the last five years? no

Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? no

List your most current agreements/contracts, with information, similar to the type of work bid.  
(Use Additional Sheets if Necessary)

**Project:** Chehalis-Centralia Railroad Museum

Project Description: replace lower part of firebox

Owner/Agency: City of Chehalis/Chehalis-Centralia RR Museum

Contact Person: Mike Beechle-

Contract Price: Time & Materials

Phone: 360-451-2820

Email mcbeechle@outlook.com

**Project:** NP 924

Project Description: Prepare locomotive for steam test and inspection

Owner/Agency: North West Railway Museum

Contact Person: Richard Anderson

Contract Price: Time & Materials

Phone: 425-899-3030

Email richard@trainmuseum.org

**Project:** Stoutum #7

Project Description: replace frame bolts & valve gear-pins

Owner/Agency: Chris Baldo

Contact Person: Chris Baldo

Contract Price: \$4961.07

Phone: 707-489-3994

Email chrisbaldo@willitsredwood.com

Bank References (List Institution, Address, Contact Person, and Phone):

Security State Bank

245 2nd St. Morton, WA 98356

360-496-5107


---

**RE: CoI for Morton Locomotive**

---

**From :** Tripp Salisbury  
<tsalisbury@bordenperلمان.com>

Mon, Apr 20, 2020 01:52 PM

 3 attachments

**Subject :** RE: CoI for Morton Locomotive

**To :** greenchili@tds.net

Steven

Good afternoon. The Rate for WC in Colorado is **2.54** x \$100 of Payroll....Texas is **1.49** X \$100 of payroll

neither state appears to have a minimum premium requirement. How did you make out on the state of WA website??

Tripp




**W. Burton "Tripp" Salisbury**

120 Albany Street | Tower II – Suite 405 | New Brunswick, NJ 08901

(732) 249-1200 **Office** ext. 406 | (908) 406-6743 **Mobile** | (732) 249-9646 **Facsimile**

[www.mcraill.com](http://www.mcraill.com)

Follow us: 

**From:** Tripp Salisbury

**Sent:** Monday, April 20, 2020 12:04 PM

**To:** greenchili@tds.net

**Subject:** Col for Morton Locomotive

Steven

good afternoon. Here is the Col we discussed over the weekend. I am working on the WC rates matter right now.

Tripp

**Morton Locomotive & Machine**  
PO Box 1292  
Morton, WA 98356  
262-853-9662

### **Company overview**

**Morton Locomotive & Machine LLC was founded in April and incorporated in August of 2019 by Steven & Linda Butler. Steven has been in the tourist railroad industry rebuilding, maintaining, moving, and operating historic steam locomotives since 1991.**

**From 1994 to 2001 Steven was partners in his family's railroad (Kettle Moraine Railway) in southeastern Wisconsin. In 2003 Steven formed Mid-West Locomotive & Machine which was a contracting company for restoring historic steam locomotives and other Historic railroad related projects.**

**The focus of Morton Locomotive & Machine LLC has been maintenance and restoration of historic steam locomotives. The company has a well equipped machine shop that also can do major boiler repairs.**

**Knowing how steam locomotive are put together is a major advantage in disassembling one for movement for easy of reassembly. Steven has moved 11 different steam locomotives, several of them have been moved than once. The locomotives mostly have been moved by truck with 2 moved on rail cars and one on a barge. He has also disassembled 4 other locomotives (2 of which were reassembled right away for display) for other customers that wanted to arrange the trucking on their own. Locomotives are not the only thing steven has moved, he has moves 8 passengers cars by truck and unloaded 12 plus passenger cars and diesel locomotive from railcars that others had loaded.**

**Steven Butler is currently a board member of the Heritage Rail Alliance, Secretary for the ASME Sub-group PL for locomotive boilers, is a member of the Engineering Standards Committee, and a member of the NBIC Steam**

**Locomotive Working Group. In the past he was a board member of the Tourist Railway association and the Association of Tourist Railroads and Railway Museum's.**

**Neither Morton Locomotive & Machine or Steven Butler have ever been investigated by a outside agency pursuant of claims being filed.**

**Steven has 29 years of hands on operation and restoration of steam locomotives. Replicating replacement parts has been part of his experience in operating and maintaining historic steam locomotive. He has 24 years of experience of transporting steam locomotive by truck, rail and barge.**

**Morton Locomotive & Machine**  
PO Box 1292  
Morton, WA 98356

### **References**

**Scott Wickert/ Chief Mechanical Officer**  
**Oregon Coast Scenic Railroad**  
**402 American Ave.**  
**Garibaldi, OR 97118**  
**503-801-4007**

**Arrange trucking and cranes for loading locomotive Craig Mtn Lumber Co. #3 for move from Colorado to Oregon. Vender of locomotive parts to the railroad, contract mechanic for specialize work for the railroad.**

**Chris Baldo/ Owner**  
**Baldo Locomotive Works**  
**300 Robert Dr.**  
**Willits, CA 95490**  
**707-489-3984**

**Disassembled locomotive, arranged cranes for loading and load Rayonier #8 on to trucks for moving from Washington to California. Vender of parts to Baldo Locomotive Works as well as contract mechanic from time to time.**

**Greg Udolf/ General Manager**  
**Texas State Railroad**  
**535 Park Rd 76**  
**419-606-6532**

**Former coworkers, vendor of locomotive parts to the Railroad. Former Chief Mechanical Officer and General Manager of the Railroad.**

**Bernie Watts/ Owner**

**Backshop Enterprises**

**5160 Parfet St. #B1**

**Wheatridge, CO 80033**

**303-478-0774**

**Vender as well as purchaser of Locomotive parts.**



**Section V**

**Pricing**

**Base Restoration Pricing**

**A. Locomotive**

1. Clean the entire locomotive frame bumper-to-bumper (Controlled steam cleaning and/or pressure washing) to remove dirt grime and rust. Parts in this zone include but are not limited to drive wheels, axels, brake assemblies, truck assemblies to minimize unnecessary stripping of paint and metal.

\$ 17,000.00

2. Rods, Pins, Cranks, Links (Slides L1 and L2): salvage, refurbish or replicate and install parts needed to recreate the assembly identified on Locomotive No. 19 (both sides of No. 20); include all miscellaneous and necessary hardware. Complete in place.

\$ 25,000.00

3. Locomotive Front (Slide L3): salvage, refurbish or replicate and install parts needed to recreate the assembly identified on Locomotive 19. Hardware may be "faked" if authentic in appearance. Seal smokebox front. Complete in place.

\$ 10,000.00

4. Feedwater Heater Steps (Slide L4): salvage, refurbish or replicate and install feedwater heater steps (see old photo, Slide L4, similar to Brake Valve Steps (Locomotive No. 19, Slide L5). Complete in place.

\$ 2,500.00

5. Brake Valve Steps (Slide L5): salvage, refurbish or replicate and install Brake Valve Steps as shown on Locomotive No. 19. Complete in place.

\$ 2,500.00

6. Valve Cover (Slide 6): salvage, refurbish or replicate and install Valve Cover (Engineer side). Complete in place.

\$ 1,000.00

7. Headlight and Mount (Slide 7 shows "sister" Locomotive 18, Alamosa, CO): salvage, refurbish or replicate and install Headlight Mount and Headlight assembly. Also see vintage photo of Locomotive No. 20 on Slide L4. Complete in place.

\$ 2,500.00

**TOTAL BASE PRICE Locomotive Restoration** \$ 60,500.00

**Price in written word:** Sixty Thousand Five hundred





**B. Tender**

1. Rotted Wood Decking, Trim Strip (Slide T1): Remove remaining wood trim and replace to conceal rotted deck lumber between I-beam chassis/frame and tank above. Complete in place.  
\$ 2,500.<sup>00</sup>
2. Rotted Overhead timber/lumber at lead end/opening of coal bunker (Slide T2): Replace/replicate with new timber/lumber. Complete in place. \$ 1,500.<sup>00</sup>
3. Close Corroded Openings at Rear of Coal Bunker: Weld matching plate steel on outside face (not inside coal bunker). Complete in place.  
\$ 3,500.<sup>00</sup>
4. Coal Bunker (Slide T4), a,b and c, Complete in place:
  - a. Remove debris inside coal bunker and salvage all metal parts for potential restoration use
  - b. Repair bent/damaged coal bunker front screen slat end channels (both sides); Install new screen slats (lumber sized to fit end channels)
  - c. Replace missing steel floor panels\$ 10,000.<sup>00</sup>
5. Rotted Timber Bumper at Front (Slide T5): Replaced timber bumper member shown in slide. Dispose of rotted timber. Complete in place.  
\$ 500.<sup>00</sup>

**TOTAL BASE PRICE Tender Restoration** \$ 22,500.<sup>00</sup>  
**Price in written word:** Twenty two thousand five hundred

(continued on next page)



### C. Restoration Alternatives

#### Locomotive

1. Feedwater Heater(FWH) (Worthington Type B, Fireman side): Refurbish Feedwater Heater (remove peeling paint and recoat as needed); fabricate/replace cladding/cover plates over compartments (as shown in Figure 12 on Slide 8), including but not limited to Heater, Cold Water Pump, Steam Cylinder, and Hot Water Pump. Restore/replace/reconnect the following pipes connected to FWH: Exhaust Steam pipe from cylinder, Suction (Cold Water Delivery pipe from tender, Delivery pipe to check valve atop boiler (see Figure 11, Slide 11).  
\$ 7,500.00
  
2. Repair cut-outs behind top of front bumper (Weld in new plate (2) to match as close as possible) (Slide L9)  
\$ 2,500.00
  
3. Restore/replace woodwork throughout locomotive cab, including floor (Slide 10). Complete in place.  
\$ 30,000.00
  
4. Salvage and install missing Check Valve at top of boiler (Slide 11); connect to feeder pipes and mount on delivery port (weld with faked gasketing and mounting hardware if necessary). Former employee of SL&RG RR indicates this part is in a wood crate at the loading dock location in a wood crate). Complete in place.
5. \$ 1,000.00 (if part found at SL&RG RR site)  
\$ 2,500.00 (procure part from other source)
  
6. Procure and install Suspension equipment for each Drive Wheel pair and the Front Engine Truck wheels, including Driving Springs, Driving Spring Staples and Links and Driving Box(if missing). Complete in place.  
\$ 50,000.00
  
7. Metalwork (locomotive): Outer cab wall edge, below window openings: cut clean edge in rust out openings and patch on outside face with like sheet steel; attach with hardware to match similar patching on tender. Remove remaining wood trim above windows and straighten gutting above windows. See No. 19 locomotive for appearance of metalwork.  
\$ 15,000.00



**Tender**

1. Remove Tender Tank, remove rotted decking and replace with new decking lumber, sealed and painted; re-install tank. Complete in place.

\$ 25,000.00

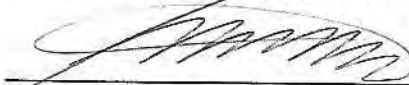
**D. Bid Price for Transportation:**

Transportation \$ 152,667.<sup>11</sup>

Bid price in written words: One hundred fifty two thousand Six hundred Sixty Seven <sup>11</sup>/<sub>100</sub>

Number of Calendar Days to complete the transportation following the issuance of a Notice to Proceed letter: 30

**PLEASE RETURN 1 SIGNED COPY OF THIS ADDENDUM WITH YOUR PROPOSAL**

  
5-26-20

Signature of Officer

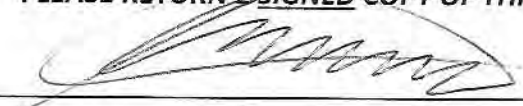
Date

6. The last day for questions will be on Wednesday, April 22, 2020 at 5:00 PM. The last day for addenda will be on Monday, April 27, 2020 at 10:00 AM. Any addenda issued within 3 working days of the bid opening will automatically delay the bid opening by one week.
7. Liquidated Damages will apply.

<u>Amount of Contract (\$)</u>	<u>Value of a Calendar Day (\$)</u>
Less than 25,000	100 per day
25,000 to 99,999.99	160 per day
100,000 to 999,999.99	240 per day

8. As security for the faithful completion of the work by the contractor, the owner shall retain ten percent (10%) of the total dollar amount of work done on all contracts less than \$400,000; five percent (5%) of the total dollar amount of work done on all contracts of \$400,000 or more. Retainage will be held from each progress payment/invoice through final project completion/closeout.
9. Questions

**PLEASE RETURN 1 SIGNED COPY OF THIS ADDENDUM WITH YOUR PROPOSAL**

  
 \_\_\_\_\_  
 4-23-20  
 \_\_\_\_\_

Signature of Officer

Date



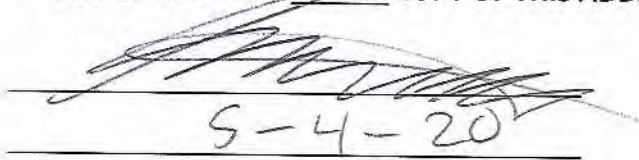
**Date: 5/4/2020**  
**ADDENDUM 2**  
**2020-10-24 Transportation of Locomotive**

The following items take precedence over the initial bid specifications, where supplemented here. The original requirements, not affected by this addendum,

**The solicitation deadline has been revised:**

**Proposals Due May 29, 2020 at 1:00 PM Central Time**

***PLEASE RETURN 1 SIGNED COPY OF THIS ADDENDUM WITH YOUR PROPOSAL***

  
\_\_\_\_\_  
5-4-20

Signature of Officer

Date



**Date: 5/29/2020**  
**ADDENDUM 4**  
**2020-10-24 Transportation of Locomotive**

The following items take precedence over the initial bid specifications, where supplemented here. The original requirements, not affected by this addendum,

1. The solicitation deadline has been extended:


**Proposals Due June 4, 2020 at 1:00 PM Central Time**

2. The following proposal requirement has been removed from the invitation for bid:

*Page 36: "Written statement demonstrating a minimum of 5 continuous years' work related to vintage steam locomotives (e.g., repair, maintenance, operation, transporting, restoration, part/weldement manufacturing)"*

3. The proposer's team shall include at least one person who has demonstrated experience perform work related to vintage steam locomotives (e.g., repair, maintenance, operation, restoration, part/weldement manufacturing)

**PLEASE RETURN 1 SIGNED COPY OF THIS ADDENDUM WITH YOUR PROPOSAL**

  
6-2-20

Signature of Officer

Date

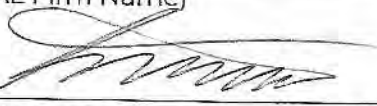
**BID ENDORSEMENT**

The undersigned, in submitting this bid proposal and their endorsement of same, represents that they are authorized to obligate their firm, that they have read this entire bid proposal package, is aware of the covenants contained herein and will abide by and adhere to the expressed requirements.

Submittals will be considered as being responsive only if entire Bid Package plus any/all attachments is returned with all blanks filled in.

SUBMITTED BY:

Morton Locomotive & Machine  
(OFFICIAL Firm Name)

By:   
(Original Signature) **Must be signed to be considered responsive**

Steven Butler  
(Typed or Printed Name)

Owner (Title)                      5-25-20 (Date)

Remittance Address: P.O. Box 1292  
Morton, WA 98356

Phone #: ( ) 262-853-9662 (Zip Code)

Fax #: ( ) \_\_\_\_\_

E-Mail Address: greenchili@tds.net

If an addendum is issued for this bid, please acknowledge receipt.

- ADDENDUMS/AMENDMENTS:**
- 1) 4-23-20 date acknowledged
  - 2) 5-04-20 date acknowledged
  - 3) 5-10-20 date acknowledged

**BID BOND**

Bond Number 60140148

KNOW ALL PERSONS BY THESE PRESENTS,

That we, Morton Locomotive & Machine LLC (hereinafter called the "Principal"), as Principal, and the Capitol Indemnity Corporation of Madison, Wisconsin a corporation duly organized under the laws of the State of WI (hereinafter called the "Surety"), as Surety, are held and firmly bound unto City of Allen Texas (hereinafter called the "Obligee"), in the sum of five percent of the total amount bid (5%) (\$five percent of the total amount bid (5%)), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Request for Proposal 2020-10-24. Transportation of Locomotive and Tender.

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 29th day of May, 2020.

This bond automatically expires ninety (90) days from the original bid date.

[Handwritten Signature]  
(Witness)

Morton Locomotive & Machine LLC  
(Print Name of Principal) (Seal)

[Handwritten Signature]  
(Signature of Officer of the Principal)

Steven Butler - Owner  
(Print Name of Officer of the Principal and Title)

[Handwritten Signature]  
(Witness)

Capitol Indemnity Corporation  
[Handwritten Signature] (Seal)  
(Signature of Attorney-in-Fact)

Todd A. Stein, Attorney-in-Fact  
(Print Name of Attorney-in-Fact and title)



CAPITOL INDEMNITY CORPORATION  
POWER OF ATTORNEY

60140148

KNOW ALL MEN BY THESE PRESENTS, That the CAPITOL INDEMNITY CORPORATION, a corporation of the State of Wisconsin, located at its principal offices in the City of Middleton, Wisconsin, does make, constitute and approve

----- MARK LEVINSON; CHRISTEN GRAF; RUTH M. PELL; TODD A. STEIN; KELLEY J. WISOR-----

its true and lawful Attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as to secured party, and all bonds, indentures and contracts of suretyship, provided that no bond or indenture or contract of suretyship executed under this authority shall exceed the amount of \$20,000,000.00.

----- ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: \$20,000,000.00-----

This Power of Attorney is granted and is signed and sealed by the state under and by the authority of the following Resolution adopted by the Board of Directors of CAPITOL INDEMNITY CORPORATION at a meeting duly called and held on the 8th day of January, 2017.

"RESOLVED, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, and they jointly are granted the power and authorization to appoint by a Power of Attorney for the purposes and uses, executing and attesting, bonds and indentures and other writings obligatory in the name thereof, one or more resident vice-presidents, assistant secretaries and attorneys-in-fact, with full powers, to make the power and duties usual to such offices in the business of this company, the signature of such officers, and seal of this company, used to execute any such power of attorney or to any certificate relating thereto, by facsimile and any such power of attorney or certificate by any such officers, in facsimile or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or indenture or other writing obligatory in the name of this company, to which it is attached. Any such appointment may be revoked, for cause or without cause, by any of said officers, at any time."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority herein conferred upon the Attorney-in-Fact includes any and all consent for the release of retained percentages and/or final payments on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not release the surety company or any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority herein conferred upon the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the CAPITOL INDEMNITY CORPORATION has caused these presents to be signed by its duly authorized officer and its corporate seal to be hereto affixed duly attested, this 3rd day of May, 2017.

Attest:

*John E. Rzepinski*

John E. Rzepinski  
Vice President, Treasurer & CFO

*Suzanne M. Broadbent*

Suzanne M. Broadbent  
Assistant Secretary



CAPITOL INDEMNITY CORPORATION

*Stephen T. M.P.*  
Stephen T. M.P.  
CEO & President

STATE OF WISCONSIN } s.s.  
COUNTY OF DANE

On the 3rd day of May, 2017 before me personally came Stephen T. M.P., to me known, who being by me duly sworn and in presence of the following, that he resides in the County of New York, State of New York, that he is President of CAPITOL INDEMNITY CORPORATION, the corporation described herein, which executed the above instrument; that he knows the seal of the said corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by the order



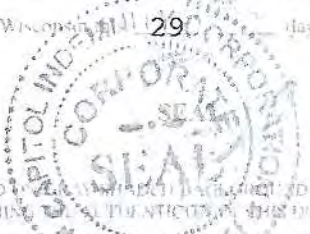
*David J. Regel*

David J. Regel  
Notary Public, State of WI  
1000 Wisconsin Technology Center

STATE OF WISCONSIN } s.s.  
COUNTY OF DANE

I, the undersigned, duly elected to the office stated below, now the incumbent of CAPITOL INDEMNITY CORPORATION, a Wisconsin corporation, authorized to make this certificate, DO HEREBY CERTIFY that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is law in force.

Signed and sealed at the City of Middleton, State of Wisconsin, this 29th day of May, 2017.



*Antonios Celis*

Antonios Celis  
General Counsel, Vice President & Secretary

THIS DOCUMENT IS NOT VALID UNLESS PRINTED AND SIGNED AND SEALED WITH A RED SEAL NUMBER IN THE UPPER RIGHT HAND CORNER. IF YOU HAVE ANY QUESTIONS CONCERNING THE INSTRUMENT, PLEASE CONTACT US AT 608-785-4300. FAX: 608-785-4300

# Texas Department of Insurance Amended Certificate of Authority

License no. 12940

Licensed since: December 7, 1973

Department Certification

**Capitol Indemnity Corporation**  
(foreign stock fire and casualty company)  
organized under the laws of the state of Wisconsin

This entity has complied with the laws of the state of Texas, as applicable, and is authorized to transact the following lines of insurance:

**Accident, Allied Coverages, Auto Physical Damage, Automobile Liability, Boiler & Machinery, Burglary & Theft, Fidelity & Surety, Fire, Forgery, Glass, Health, Inland Marine, Liability Other than Auto, Livestock, Ocean Marine**

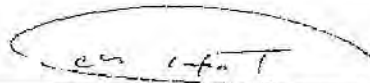
This amended certificate of authority is in full force and effect until it is revoked, canceled, or suspended according to law.

Given under my hand and official seal of office  
in the city of Austin,

November 30, 2018

KENT C. SULLIVAN  
COMMISSIONER OF INSURANCE

BY



Jeff Hunt, Director  
Company Licensing and Registration  
Commissioner's order no. 3632



**CAPITOL INDEMNITY CORPORATION**  
**BALANCE SHEET**  
**December 31, 2019**

**Admitted Assets**

Cash and invested assets:	
Bonds	\$ 432,388,370
Common stocks	111,759,551
Cash, cash equivalents and short-term investments	101,343,908
Other invested assets	92,790
Total cash and invested assets	<u>645,584,619</u>
Investment income due and accrued	2,700,849
Uncollected premiums and agents' balances in course of collection	42,195,168
Deferred premiums, agents' balances and installments booked but deferred and not yet due	6,807,732
Amounts recoverable from reinsurers	4,231,723
Other amounts receivable under reinsurance contracts	21,839
Current federal and foreign income tax recoverable and interest thereon	1,550,613
Net deferred tax asset	12,147,871
Electronic data processing equipment and software	1,093,653
Receivables from parent, subsidiaries and affiliates	700,947
Other admitted assets	175,907
Total admitted assets	<u>\$ 717,210,921</u>

**Liabilities and Surplus as Regards Policyholders**

Liabilities:	
Losses	\$ 226,300,839
Reinsurance payable on paid losses and loss adjustment expenses	23,737,926
Loss adjustment expenses	47,445,751
Commissions payable, contingent commissions and other similar charges	626,816
Other expenses (excluding taxes, licenses and fees)	8,401,301
Taxes, licenses and fees (excluding federal and foreign income taxes)	582,483
Unearned premiums	117,122,645
Ceded reinsurance premiums payable (net of ceding commissions)	2,703,234
Amounts withheld or retained by company for account of others	9,057,726
Payable to parent, subsidiaries and affiliates	6,302,929
Other liabilities	1,287,040
Total liabilities	<u>443,568,690</u>
Surplus as regards policyholders:	
Common capital stock	4,201,416
Gross paid in and contributed surplus	103,923,753
Unassigned funds (surplus)	165,517,062
Surplus as regards policyholders	<u>273,642,231</u>
Total liabilities and capital and surplus	<u>\$ 717,210,921</u>

I, John L. Sennott Jr., CEO and President of Capitol Indemnity Corporation do hereby certify that to the best of my knowledge and belief, the foregoing is a full and true statutory Statement of Admitted Assets and Liabilities, Capital and Surplus of the Operation at December 31, 2019, prepared in conformity with the accounting practices prescribed by the Insurance Department of the State of Wisconsin. IN WITNESS WHEREOF, I have set my hand and affixed the seal of the Corporation at Middleton, Wisconsin.

*John L. Sennott Jr.*

John L. Sennott Jr  
CEO & President



**Morton Locomotive & Machine**  
PO Box 1292  
Morton, WA 98356

### **SLRG number 20 moving plan**

I have looked over locomotive number 20, and I propose taking the engine apart for movement. While this is a little extra work, I believe by being able to use smaller trucks it will be easier to get them into the display sight and be a significant cost savings to the City of Allen. I did investigate the cost to move the locomotive in one piece and the price was \$100,000 higher than taking the locomotive apart.

In 2003 I moved the LS&I #21 from Marquette MI to North Lake, WI. This locomotive is a sister to the #20. When we moved the #21 we removed the boiler from the frame. To accomplish this task, the bolts for the furnace bars, waste sheets and saddle boiler were cut out with a torch. My doing this, we were able to reduce our height and weight of each truck.

In 2007 while I was working for the SLRG in Alamosa, I moved the #20 and the #18 by flat car from Oregon to Colorado. I also lifted it off of the mine line and installed it on a display track next to the office only to remove it from the display track and put back on the main line a few years later. The crane company I have quotes from for loading the locomotive was the same one that lifted it and the #18 for me while I was working in Alamosa.

I have talked with Mike McConville from IPH/SLRG about coordinating moving the #20 to a position for loading in Alamosa. I believe the dock track is the best location for loading at, it is clear of the main line and has easy access for the trucks and cranes. As part of the preparation of the locomotive for moving, the side rods will be installed in Alamosa. The locomotive will need to be rolled back and forth in order to get the wheels lined up and the rods on. In looking over the sight plan for the display location in Allen, I do not see enough track to roll the locomotive back and forth to install the side rods. I have also made

arrangement for doing some of the work to the #20 in Alamosa instead of in the Park in Allen.

My plan for moving the #20 is to disassemble the locomotive the same as when I moved the #21. The bolts from the cylinder saddle, waste sheets and furnace bares will be removed with a torch. These bolts have been in place for 90 years so the chances of being able to unscrew them for removal is very slim. By removing the bolts verses cutting the sheets near the bolts will allow the boiler to be lifted off of the frame to set on a truck and when it is delivered to the site in Allen, the boiler can be set back on the frame and bolted right back into place. The tender will be lifted off of its trucks for loading, this will reduce the height of the load for easier handling. With this plan the locomotive would end up on 4 trucks, the boiler on one low boy, the running gear on a second low boy, the tender minus trucks on a third low boy, and the Cab, tender trucks and the larger misc. parts on the forth.

The trucks will not get their exact routing until they apply for the permits, but more than likely they will go from Colorado into northern New Mexico and then cross over into Texas.

My sub-contractors for the move are Monte Vista Machine for the crane to load in Alamosa and labor to help with prepping the locomotive, my broker at Freight Quote for the trucks, North Texas Crane for unloading the locomotive , and Texas State Railroad for labor in helping assemble the locomotive in Allen

**Morton Locomotive & Machine**  
PO Box 1292  
Morton, WA 98356

### **Locomotive #20 Restoration Plan**

**My plan for the restoration part of the project would take place in Alamosa, Colorado. I have made arrangements with the SLRG to rent space at the railroad to do the work there. The advantage to doing the restoration work in Colorado is, I lived and working in Alamosa for 6 years and have a network of support businesses I can use to help with the work. It will be easier to do the work at the railroad verses in the park.**

**Below is my plan for each part of the restoration based on the section V.**

**A-1 The locomotive and tender will be moved to a section of track that has been prepared with heavy plastic on the ground and between the rails to collect the debris that come off during pressure washing. The locomotive and tender will be pressure washed from top to bottom. The frame, wheels and underside of the locomotive will be thoroughly cleaned to insure all of the old grease and dirt has been removed. Once the locomotive has been cleaned the debris and plastic will be disposed of with a local sanitation company.**

**A-2 The missing locomotive valve gear parts will be replicated based on measurements take from the identical part on the #18. These parts will be built in our shop in Washington for installation onto the locomotive.**

**A-3 Install the smoke box front, build a new smoke box door and install the bell on the bell bracket. The new smokebox door will be copied from the #18.**

**A-4 Install reconditioned steps or new steps over the feed water pump. The original steps were on sight in Alamosa in October.**

**A-5 Install reconditioned steps or new steps over the air compressor. The original steps were on sight in Alamosa in October.**

**A-6 Install original valve cover or a replica cover on the engineer's side. The original cover was located in the shop in October.**

**A-7 Recondition the headlight and install on a new headlight bracket mounted to the new smokebox door.**

**B-1 The remaining trim on the edge of the tender deck will be removed. New trim will be cut to size, primed on all sides and installed.**

**B-2 The rotten board above the coal bunker will be removed. A new one will be cut to size, primed on all sides and installed.**

**B-3 The corroded area of the coal bunker will be cut out. A new piece will be formed and welded in place. The weld will be ground flush and the new metal will be primed.**

**B-4 a. The coal bunker will be cleaned out, parts for the locomotive will be labeled and loaded for transportation to Allen.**

**b. The coal board slats will be repaired, new coal board will be cut to size, primed on all side's and installed.**

**c. The remains of the old steel floor will be removed, a new steel floor will be cut, installed and primed.**

**B-5 The rotten end beam will be removed, a new end beam will be cut by a local sawmill to match the original and installed. The new beam would be primed on all sides.**

**C-1 Replicate missing parts from the water pump, Replicate missing plumbing for the water pump.**

**C-2 Cut out steel plates to fill the square hole in the front deck. These will be welded in place, ground flush and primed.**

**C-3 Build new windows and door for the cab, replace T&G ceiling in the cab, replace wood floor. All wood will be primed, plexiglass will be install in the windows and doors.**

**C-4 Install check valve on top of the boiler. There was one on sight in October.**

**C-5 If needed a new one can be fabricated to look like the original.**

**C-6 Missing spring rigging can be fabricated and installed on the locomotive. The original part on the #18 can be measured for making the part for the #20.**

**C-7 Repair damaged metal on the locomotive cab. Rusted out areas will be cut out, new steel will be cut to fit and welded in place. Welds will be ground flush and the new steel will be primed.**

**Tender- The bolts that hold the tender tank to the frame will be removed, the tank lifted off and set aside. The old decking will be removed and disposed of. New decking will be cut to fit, sealed, painted and installed. The tank will be put back in place and new bolts will be installed.**



**Morton Locomotive & Machine**  
**PO Box 1292**  
**Morton, WA 98356**

### **Locomotive #20 Restoration Plan**

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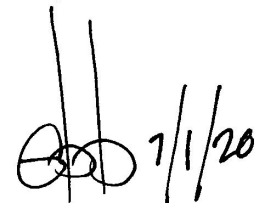
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Handwritten signature and date: 1/1/20

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**Morton Locomotive & Machine**  
**PO Box 1292**  
**Morton, WA 98356**

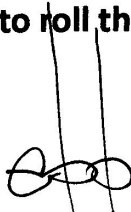
**SLRG number 20 moving plan**

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**I have talked with Mike McConville from IPH/SLRG about coordinating moving the #20 to a position for loading in Alamosa. I believe the dock track is the best location for loading at, it is clear of the main line and has easy access for the trucks and cranes. As part of the preparation of the locomotive for moving, the side rods will be installed in Alamosa. The locomotive will need to be rolled back and forth in order to get the wheels lined up and the rods on. In looking over the sight plan for the display location in Allen, I do not see enough track to roll the**

 7/1/20

**arrangement for doing some of the work to the #20 in Alamosa instead of in the Park in Allen.**

**My plan for moving the #20 is to disassemble the locomotive the same as when I moved the #21. The bolts from the cylinder saddle, waste sheets and furnace bares will be removed with a torch. These bolts have been in place for 90 years so the chances of being able to unscrew them for removal is very slim. By removing the bolts verses cutting the sheets near the bolts will allow the boiler to be lifted off of the frame to set on a truck and when it is delivered to the site in Allen, the boiler can be set back on the frame and bolted right back into place. The tender will be lifted off of its trucks for loading, this will reduce the height of the load for easier handling. With this plan the locomotive would end up on 4 trucks, the boiler on one low boy, the running gear on a second low boy, the tender minus trucks on a third low boy, and the Cab, tender trucks and the larger misc. parts on the forth.**

**The trucks will not get their exact routing until they apply for the permits, but more than likely they will go from Colorado into northern New Mexico and then cross over into Texas.**

**My sub-contractors for the move are Monte Vista Machine for the crane to load in Alamosa and labor to help with prepping the locomotive, my broker at Freight Quote for the trucks, North Texas Crane for unloading the locomotive , and Texas State Railroad for labor in helping assemble the locomotive in Allen**