

June 24, 2019

248035

Ann D. Begeman - Chairman
Patrick J. Fuchs - Vice Chairman
Martin J. Oberman - Member
Surface Transportation Board
395 E Street, S.W., Room 1034
Washington, DC 20024

ENTERED
Office of Proceedings
June 24, 2019
Part of
Public Record

**Re: Docket No. AB_290_ 117X, Norfolk and Western Railway Company --
Abandonment between Indianapolis and Tipton IN Marion, Hamilton, and Tipton
Counties, IN**

**REQUEST TO EXPEDITE CONSIDERATION OF PENDING MOTION FOR
PRELIMINARY INJUNCTION**

Dear Board Members Begeman, Fuchs, and Oberman;

In light of recent actions carried out by the Hoosier Heritage Port Authority ("Port Authority"), we the residents of Fishers, Indiana; Noblesville, Indiana; Marion County, Indiana; and Hamilton County, Indiana ("Residents") request that the Surface Transportation Board ("Board") expedite its review and subsequent decision regarding US Rail Holding LLC's ("US Rail") pending motion for a preliminary injunction in the above-captioned proceeding.

On March 29, 2019, US Rail submitted two motions to the Board, (1) the first motion ("Motion 1") is to vacate NITU's and reactivate rail service on a certain 22-mile section of railroad (the "Line") owned by the Cities of Fishers and Noblesville as well as Hamilton County Indiana ("Owners") and managed by the Port Authority, and (2) the second motion ("Injunction") is for a preliminary injunction to enjoin the Owners and the Port Authority from removing any rail assets along the Line until a decision is rendered on Motion 1.

In their April 22, 2019 reply to US Rail's motions, the Owners acknowledge that "...while the Owners contemplate removal of trackage along the NITU Line in the near future, no such salvage activity has commenced." The purpose of this statement seems to imply that the Board need not issue a preliminary injunction because removal of rail assets is neither ongoing nor imminent. However, rail asset removal is now tentatively scheduled and forthcoming; heightening the importance of the Board's consideration of the Injunction.

On June 7, 2019, the Port Authority issued a public notice and request for proposal ("RFP") to companies wishing to bid on the project described as the "sale and removal of 22 miles of surplus rail assets" (see Attachment 1). This RFP specifies that bids are due by 9:00AM on June 28, 2019, that the Port Authority can waive any formalities, and that work is to begin on or before July 29, 2019.

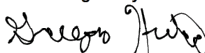
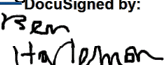
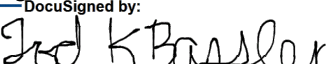
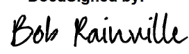
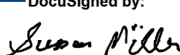
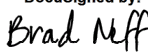
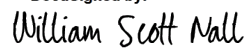
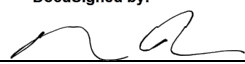
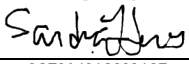
Due to the issuance of the Port Authority's RFP, it is understood that rail asset removal could presumably begin anytime between June 28, 2019 and July 29, 2019.

It is for the above reasons that we believe an expedited Board decision on the Injunction is critical in protecting the integrity and outcome of a decision on Motion 1. Should the Board ultimately approve Motion 1 but fail to address the Injunction prior to the start of rail asset removal, the Board's decision pertaining to Motion 1 could be rendered moot, as restoration of service on a railroad without rails would be significantly more challenging for any private entity.

Again, we the Residents respectfully request and urge the Board to expedite its rendering of a decision on the Injunction in order to avoid Board action which supports continued rail service, but fails to protect the feasibility of restoring that rail service.

We thank the members of the Board for their consideration of this request.

Sincerely,

Name	Residence	Signature DocuSigned by:
Gregory Hatcher	Hamilton County, IN	
Name	Residence	78DEC147789C49E... Signature DocuSigned by:
Ben Harleman	Hamilton County, IN	
Name	Residence	6A7A632FA08D48A... Signature DocuSigned by:
Tod Kirtland Bassler	Indianapolis, IN	
Name	Residence	77DBE7CA388E4FB... Signature DocuSigned by:
Bob Rainville	Indianapolis, IN	
Name	Residence	8D48F29C4830443... Signature DocuSigned by:
Susan Miller	Hamilton County, IN	
Name	Residence	3D905AA0AA7D45C... Signature DocuSigned by:
Brad Neff	Noblesville, IN	
Name	Residence	77DBE7799BEF4D2... Signature DocuSigned by:
William Scott Nall	Noblesville, IN	
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Brian Landress	Noblesville, IN	
Name	Residence	8DEA32E967D944C... Signature DocuSigned by:
Sandra Jones	Fishers, IN	
Name	Residence	9CF0A481C8034C7... Signature

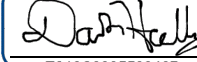
David Lloyd

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Fishers, IN

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Deb Ayer

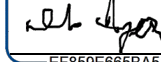
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Chris Low

Fishers, IN

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Chris Low

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Peter Knight

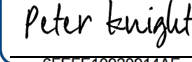
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Debbie Herrmann

Fishers, IN

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Debbie Herrmann

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Derek Zollinger

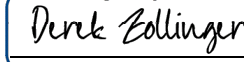
Hamilton County, IN

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Diane whelchel

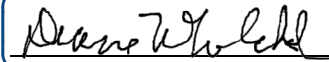
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Mike Davis

Noblesville, IN

Name

Residence

Mike Davis

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Marquetta Detharidge

Indianapolis, IN

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Greg Jones

Fishers, IN

Name

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Greg Jones

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Marni Hamilton

Name

Noblesville, IN

Residence

Greta Tamarri

Name

Noblesville, IN

Residence

Marian Cole

Name

Fishers, IN

Residence

Jennifer Shoemaker Low

Name

Fishers, IN

Residence

Lucinda Ryan

Name

Noblesville, IN

Residence

John Livingston

Name

Fishers, IN

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Karin Maloney

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Fishers, IN

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Lesly Charlebois

Name

Noblesville, IN

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Owen Fishback

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Noblesville, IN

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Alys Caviness-Gober

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Noblesville, IN

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Ruth Lusher

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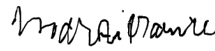
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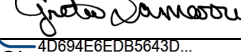
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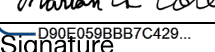
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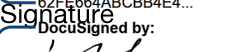
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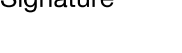
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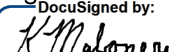
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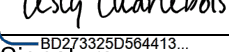
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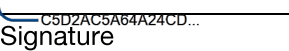
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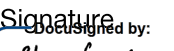
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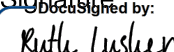
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Additional signature pages from separate digital signature envelope...

Art Hall	Hamilton County, IN
Name	Residence
Gary Cole	Fishers, IN
Name	Residence
Charlie Sherman	Fishers, IN
Name	Residence
John Vess	Fishers, IN
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Name	Residence
Patricia Eads	Noblesville, IN
Name	Residence

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Greg Purvis	Fishers, IN
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Jacque Hammonds	Fishers, IN
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Name	Residence
Kathy Voss	Noblesville, IN
Name	Residence

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DocuSigned by:
Gary Cole
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Charlie Sherman
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John Vess
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Patricia Eads
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Jacque Hammonds
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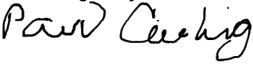
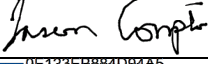
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Kathy Voss
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Paul Cowhig	Indianapolis, IN	DocuSigned by: 
Gary Pupurs	Fishers, IN	DocuSigned by: 
Bill Malcolm	Indianapolis, IN	DocuSigned by: 
Name	Residence	Signature
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Jason Compton	Noblesville, IN	DocuSigned by: 
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Attachment 1

**HOOSIER HERITAGE PORT AUTHORITY
NOTICE TO BIDDERS**

Owner: Rhonda Klopfenstein, Executive Director
Hoosier Heritage Port Authority
33 N 9th Street, Suite L21
Noblesville, IN 46060

Project/Work: Sale and Removal of 22 Miles of Surplus Rail Assets

Notice is hereby given that the Hoosier Heritage Port Authority (“HHPA”) will receive sealed Bids for the above described "Project" or "Work" at 33 N 9th Street, Suite L21 Noblesville, IN 46060, **until 9:00 a.m. EST on or before June 28, 2019**. The Bid should be clearly marked “*BID ENCLOSED NAME OF PROJECT*” on the outside of the envelope, and as otherwise set forth in the Bid Documents. Any Bid received after the designated time will be returned to the Bidder unopened. No late Bids will be accepted.

This Bid is to purchase and remove approximately 22 miles of surplus rail assets. The Base Bid is to purchase and remove surplus rail assets within the City of Fishers, and the bid alternates include the following: (1) purchase and remove rail assets from Noblesville, (2) purchase and remove rail assets from Indianapolis, (3) repair real estate from Fishers segment (4) repair alternate real estate from Noblesville Segment and Indianapolis Segment, all as further specified in the Bid Documents.

Bid Documents for the Project/Work have been assembled into one of more Project Manuals which may be examined at www.hamiltoncounty.in.gov or at the City of Noblesville, City Hall 33 N 9th Street, Suite L21 Noblesville, IN 46060.

Bidders shall assure that they have obtained complete sets of specifications and Contract Documents and shall assume the risk of any errors or omissions in Bids prepared in reliance on incomplete sets of Contract Documents.

The winning bidder will be required to enter into either the “Agreement for Acquisition of Rail Assets” or the “Agreement for Acquisition of Rail Assets and Repair of Real Estate” as provided in the Bid Documents. The HHPA reserves the right to reject any or all bids or to waive any informalities and to accept the Bid that it deems most favorable to the HHPA after all Bids have been examined and reviewed.

HOOSIER HERITAGE PORT AUTHORITY INSTRUCTIONS TO BIDDERS

Governing Body
("Owner"):

Hoosier Heritage Port Authority
33 N. 9th Street, Suite 215
Noblesville, Indiana 46060

Project: **Purchase and Removal of 22 Miles of Surplus Rail Assets**

Base Bid: Purchase and Removal of Rail Assets from Fishers Segment

Alternates: (1) Purchase & Remove Rail Assets from Noblesville Segment (2) Purchase & Remove Rail Assets from Indy Segment, (3) Repair Real Estate from Fishers Segment (4) Repair Alternate Real Estate from Noblesville Segment and Indy Segment.

Bid Date: **June 28, 2019**
9:00am EST

Bid Submission: Hoosier Heritage Port Authority
33 N. 9th Street, Suite 215
Noblesville, IN 46060

Bid Contact: David George
David.FishersCouncil@gmail.com

Start Date: **July 29, 2019**

General Description of Surplus Rail Assets
(Inclusive of Fishers, Indianapolis, and Noblesville Segments)

- Approximately 6,333 tons of No. 1 Heavy Melt grade scrap steel in place along the Real Estate consisting of approximately (a) 3,534 tons of rail; (b) 2,734 tons of other track material (various fasteners and connectors used to hold the rail in place); and (c) 60 tons of turnouts.
- One (1) turnout graded as relay, meaning it could potentially be reused in a railroad application and sold at a relative premium. The relay turnout consists of approximately 5 tons of steel.
- Approximately 70,932 wooden crossties, of which approximately (a) 7,904 are graded as relay quality (could be reused in a railroad application and potentially sold at a relative premium); (b) 46,511 graded as landscape quality (potentially sold at a discount to relay quality crossties); and (c) approximately 16,517 graded as scrap (no resale value and would require disposal at the buyer's expense).

1. GENERAL

- 1.1. Submission of a Bid shall constitute an unconditional offer and agreement and acknowledgment by the Bidder to be bound by all terms and conditions set forth herein and the Contract Documents.
- 1.2. Instructions and requirements printed on any sample form included in these Instructions to Bidder or any form not so included but required to be completed, signed or furnished by a Bidder as part of a Bid Submission or after receipt and opening of Bids shall be deemed requirements established by these Instructions to Bidders to the same extent as if fully restated herein.

2. DEFINITIONS

The following definitions shall apply to these Instructions To Bidders (“ITB”):

- 2.1. Alternates – The (a) unconditional offer to purchase and completely remove Rail Assets along the Alternate Real Estate, and (b) stated amount offered to perform the Alternate Work included by Bidder in **Exhibit I** together with the completion of Bid Documents. No Alternates shall be considered in response to these Instructions to Bidder without a Base Bid.
- 2.2. Alternate Real Estate – the Noblesville Segments and Indy Segment as shown on **Exhibits C and D**.
- 2.3. Alternate Work – Repair of the (a) Real Estate and (b) Alternate Real Estate as described and in accordance with the Contract (and depicted in Exhibit A thereto).
- 2.4. Base Bid - An unconditional offer to purchase and completely remove the Rail Assets from the Real Estate and fulfill all other requirements of the Contract.
- 2.5. Bid – Jointly, the Base Bid and the Alternates.
- 2.6. Bidder - A person or entity submitting a Base Bid and Alternates, if applicable.
- 2.7. Bid Date – The date by which all Bids must be submitted in accordance with these Instructions to Bidders by or before June 29, 2019 at 9:00a.m. EST
- 2.8. Bid Documents - All documents listed in **Section 8.3** and included in **Exhibit G** that shall be submitted by a Bidder with and as integral parts of a Bid Submission; provided however, if Bidder submits a Bid and the Alternates, all documents required by the Alternates (listed in **Sections 8.4 and 8.5** and included in **Exhibits H and I**) shall additionally be a part of the Bid Documents.
- 2.9. Bid Submission - All documents presented by a Bidder for receipt and opening on the Bid Date. Bids shall be submitted to the Hoosier Heritage Port Authority, 33 N. 9th Street, Suite 215, Noblesville, IN 46060.
- 2.10. Contract – With respect to the (a) Base Bid, the Agreement for Acquisition of Rail Assets attached as **Exhibit J (including the Rail Assets for the Alternate Work, if applicable)** **and** (b) and with respect to the Base Bid and Alternate Work, the Agreement for Acquisition of Rail Assets and Repair of Real Estate attached as **Exhibit K (which**

document shall include the Alternate Real Estate and Alternate Work on the Alternate Real Estate, as applicable).

- 2.11. Contract Documents – The Contractor’s Bid, the Contract, all Addenda, and written modifications. The Contract Documents represent the entire and integrated agreement between the parties.
- 2.12. Fishers Segment - 5 route miles of the Railway from approximately milepost I-14 (to the North of the line’s crossing of E. 96th Street) to milepost I-19 (to the south of the line’s crossing of E. 146th Street) as shown on **Exhibit B**.
- 2.13. Indy Segment - 12 route miles of the Railway from approximately milepost I-14 (to the north of the line’s crossing of E. 96th Street) to approximately milepost I-213 (to the north of the line’s crossing of E. 13th Street) as shown on **Exhibit C**.
- 2.14. Noblesville Segments – (a) 4 route miles of the Railway from approximately milepost I-19 (to the south of the line’s crossing of E. 146th Street) to approximately milepost I-23 (to the north of the line’s crossing of Division Street), (b) from Division Street to the northern side of Logan Street, and (c) certain rail assets within Forest Park all as further depicted on **Exhibit D**.
- 2.15. Owner – The Hoosier Heritage Port Authority.
- 2.16. Rail Assets – Those Assets listed as Rail Assets on Page 1 on these instructions to Bidders and further specified in **Exhibit E**.
- 2.17. Railway - 37.54 miles of real property commonly known as the Nickel Plate Railroad that extends from Tipton to Indianapolis, Indiana.
- 2.18. Real Estate – the Fishers Segment.
- 2.19. Reserved Rail Assets – the Rail Assets listed in **Exhibit F** that are not available for sale and are specifically excluded from this Bid. The Owner reserves the right to deduct any portion of Rail Assets from the Base Bid prior to the performance of work to remove the Rail Assets. Any deduction made shall reduce the Bid Offer, as applicable.
- 2.20. Start Date – the date by which the winning Bidder is required to begin the removal of Rail Assets which shall be on or before July 29, 2019.
- 2.21. Successful Bidder - The highest, responsible, and responsive Bidder to whom the Owner (on the basis of Owner’s sole evaluation as hereinafter provided) makes an award.
- 2.22. Total Real Estate – collectively, the Real Estate and Alternate Real Estate, as shown on **Exhibit A**.

3. COPIES OF BID DOCUMENTS

- 3.1. Complete sets of the Bid Documents may be obtained at 33 N 9th Street, Suite 215 Noblesville, IN 46060.
- 3.2. Bid Documents are available for review online at www.hamiltoncounty.in.gov

4. QUALIFICATIONS OF BIDDERS

To demonstrate qualifications and financial capacity to purchase and remove the Rail Assets along the Real Estate and the Alternate Real Estate, if applicable, and perform the

Alternate Work, if applicable, each Bidder must be prepared to submit within five (5) days of Owner's request, written evidence, such as financial data, previous experience, present commitments, equipment to be used, subcontractors and a list of key personnel proposed. The evaluation of the Bidder's qualifications will be based on all of the written evidence presented.

5. EXAMINATION OF RAIL ASSETS

- 5.1. Before the Bid Date, all Bidders may examine and inspect the Railway and shall inform themselves thoroughly concerning condition of the Rail Assets and all actual or potential difficulties, hindrances, delays and constraints involved in the removing the Rail Assets along the Real Estate and Alternate Real Estate, if applicable, and completion of the proposed Alternative Work, if applicable, in accordance with the requirements of the Contract Documents, federal, state and local laws.
- 5.2. No offered Bid amount for the Rail Assets shall be reduced, or offered Bid for the Alternative Work increased as a result of Bidder's failure to inspect and examine the Rail Assets.

6. INFORMATION NOT GUARANTEED

- 6.1. Owner does not have independent knowledge of the condition of the Rail Assets, the Real Estate, or the Alternate Real Estate and does not warrant or guarantee the quantity or quality of such Rail Assets. Bidders are strongly encouraged to inspect the Rail Assets prior to responding to this Bid. It shall be the sole responsibility of Bidders to confirm the character, location and amount of Rail Assets and the cost or time required to perform the Alternate Work, if applicable.
- 6.2. Bidders shall assume the full risk of their own judgments as to the nature, quality and amount of the Rail Assets, and all risk of any and all variances or errors in any computation or statement of amounts or quantities of the Rail Assets shall be borne by Bidder.
- 6.3. On request in advance, Owner will provide each Bidder access to the Real Estate and Alternate Real Estate to conduct such inspections as each Bidder reasonably deems necessary for submission of a Bid.
- 6.4. The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has the financial capacity to purchase the Rail Assets along the Real Estate and Alternate Real Estate, if applicable, and the skill, experience, personnel and equipment necessary to remove the Rail Assets from the Real Estate and Alternate Real Estate, if applicable, and complete the Alternate Work, if applicable; that Bidder has given written notice of all conflicts, errors, ambiguities and discrepancies that Bidder has discovered in the Bid Documents and the written resolution thereof is acceptable to Bidder, and that the Bid Documents are generally sufficient to indicate and convey understanding of all terms and conditions for purchasing and removing the Rail Assets and performing the Alternate Work, if applicable.

7. CLARIFICATIONS AND ADDENDA

- 7.1. All communication is strictly limited to written questions submitted to the Bid Contact. Communication may be submitted by email prior to the deadline for questions.

Questions received by the deadline and deemed appropriate for response by the Owner, in its sole discretion, will be answered by posting the questions and answers on the Owner's website. Bidders shall be responsible for checking the Owner's website. The Owner may rephrase questions as it deems appropriate and may consolidate similar questions. Responses, when posted, will constitute addenda to this Bid.

Bid Contact: David George

Email: David.FishersCouncil@gmail.com

Question Deadline: June 14, 2019

- 7.2. The Owner reserves the right to issue written addenda to this Bid (each, an "Addendum" or collectively, "Addenda") at any time before June 21, 2019 and will post any Addenda on the Owner's website. The Addenda will be numbered consecutively. Any Addenda shall constitute a part of this Bid. All proposals shall be prepared with full consideration of the Addenda. Each Bidder is solely responsible to ensure that it has received all Addenda issued by the Owner and should routinely monitor the Owner's website.

8. BID SUBMISSION

- 8.1. All Bids must be submitted on the forms included herein and completed in every respect and without special conditions or exceptions. Each Bid Document requiring a signature shall be signed by an individual duly authorized to execute such document on Bidder's behalf. A Bid executed by a corporation, joint venture, or other entity with an assumed name shall have the legal and correct name thereof followed by the word "by" and the signature and title of the officer or other person authorized to sign for it and a corporate resolution or similar document authorizing such officer to bind the entity.
- 8.2. All Bid Documents shall be placed within a sealed envelope which shall be plainly labeled on the outside with the words "**BID – Offer to Purchase and Remove Rail Assets**" on the lower left-hand corner as indicated on the Notice to Bidders and also include the name and address of the Bidder on the envelope. If mailed, the sealed envelope must be enclosed in another envelope addressed to Owner.
- 8.3. The Bid Documents to be submitted by each Bidder shall consist the following attached as **Exhibit G**:
- Part 1 - Bidder Information;
 - Part 2 - Offer;
 - Part 3 - Non-Collusion Affidavit;
 - Part 4 - No Default or Breach;
 - Part 5 - No Bankruptcy
- 8.4. The Alternate Real Estate Documents that shall be submitted in addition to those listed in **Section 8.3** shall consist of the following attached as **Exhibit H**:
- Part 1 - Offer

- 8.5. The Alternate Work Documents that shall be submitted in addition to those listed in Section 8.3 shall consist of the following attached as **Exhibit I:**

- Part 1 - Offer (Alternate Work on Real Estate);
- Part 1(A) - Offer (Alternate Work on Alternate Real Estate);
- Part 2 - Description of Relevant Experience;
- Part 3 - References

- 8.6. Bids will be received up to the Bid Date. Bids received after the Bid Date will be returned unopened.

9. POST-BID REQUIREMENTS

Within five (5) business days of notification by Owner, the apparent highest responsive Bidder will be required to submit additional documents and satisfy additional requirements as conditions to such Bidder being found by the Owner to be a responsible Bidder, as follows:

- 9.1. Proof of Insurability. The Bidder shall furnish: proof of insurance showing, at a minimum, coverage in the amounts described in the Contract.
- 9.2. Joint Venture. If the Bidder is a joint venture, partnership or other combination of two (2) or more persons or entities, the Bidder shall submit a copy of the joint venture or other agreement by which such joint venture, partnership or other association has been formed, executed by all such participating persons or entities. If the Bid is signed by less than all parties that comprise the Bidder, suitable written evidence of the authority of such signing party to bind all such parties must also be furnished.

10. BID EVALUATION AND AWARD

- 10.1. Owner reserves the right to reject any and all Bids, including without limitation the right to reject any and all nonconforming, non-responsive, unbalanced or conditional Bids and to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Owner to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the Owner.
- 10.2. Award of the Contract will be awarded to the highest, most responsive and most responsible Bidder. The Owner reserves the right to reject all Bids and may waive or allow a Bidder to correct errors, omissions or other irregularities in Bid Documents that are found not to have afforded the Bidder a substantial competitive advantage over other Bidders.
- 10.3. The Owner shall have the right to reject any Bid if investigation of the Bidder fails to satisfy the Owner that such Bidder has the financial capacity to acquire the Rail Assets and is properly qualified to carry out the Alternate Work, if applicable. Any or all Bids will be rejected if there is reason to believe that collusion exists among Bidders.
- 10.4. The Owner may, at its sole option, award the Contract to a Bidder on a conditional basis to afford the Bidder additional time and opportunity to submit required documents or to fulfill other requirements.

- 10.5. If the Contract is to be awarded, Owner will give the Successful Bidder a Notice of Award within the time stated in the Notice to Bidders.

11. NOTICE OF AWARD

- 11.1. Prior to execution of a Contract, the Owner will issue to the Successful Bidder a Notice of Award.

12. CONTRACT EXECUTION; SUBMITTALS

- 12.1. Within ten (10) business days after the Notice of Award, the successful Bidder shall sign and deliver at least three (3) counterparts of the Contract.

END OF INSTRUCTIONS TO BIDDERS

EXHIBIT A

TOTAL REAL ESTATE (FISHERS, INDIANAPOLIS, AND NOBLESVILLE)

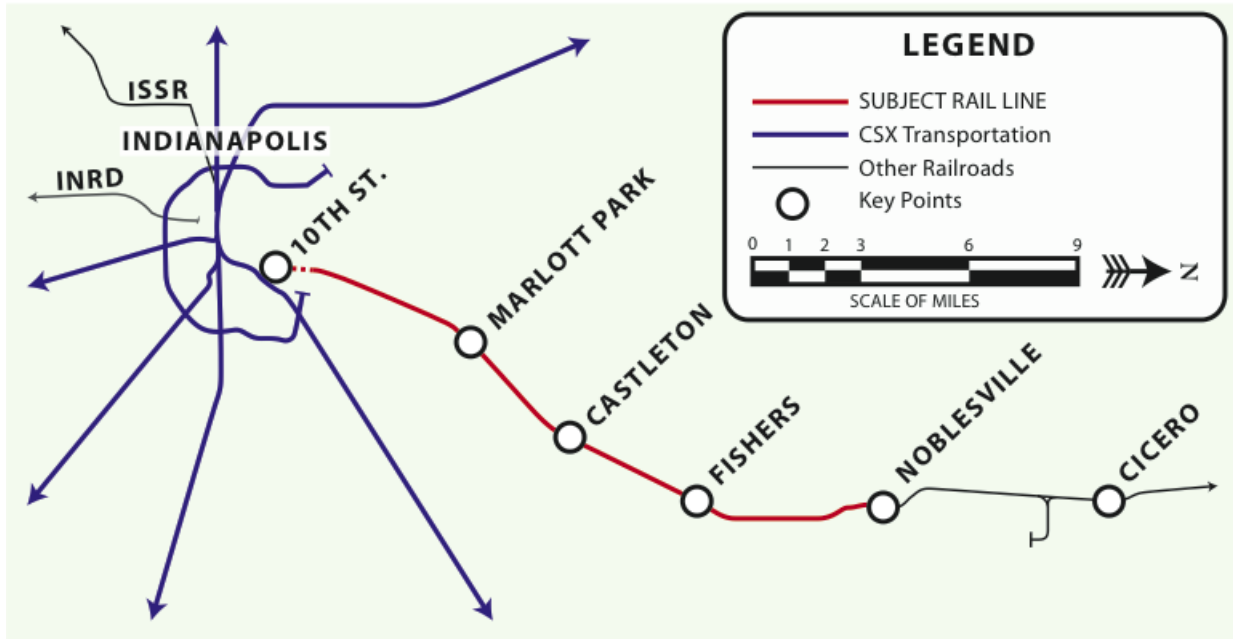


EXHIBIT B FISHERS SEGMENT

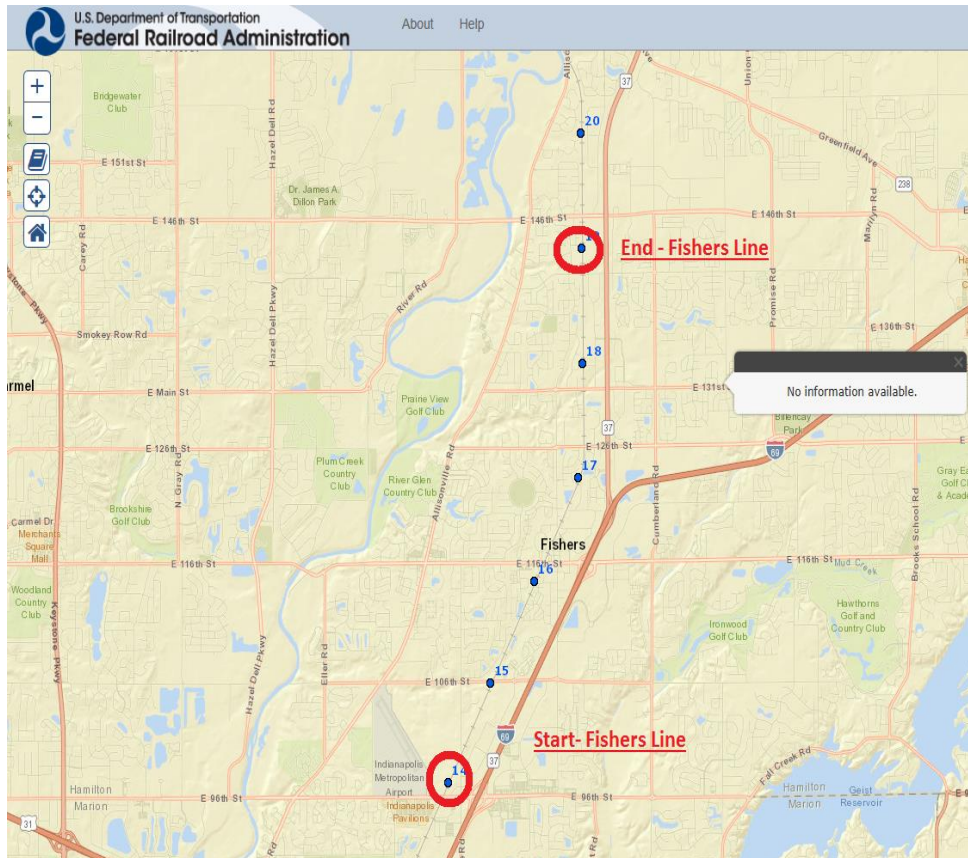


EXHIBIT C INDY SEGMENT

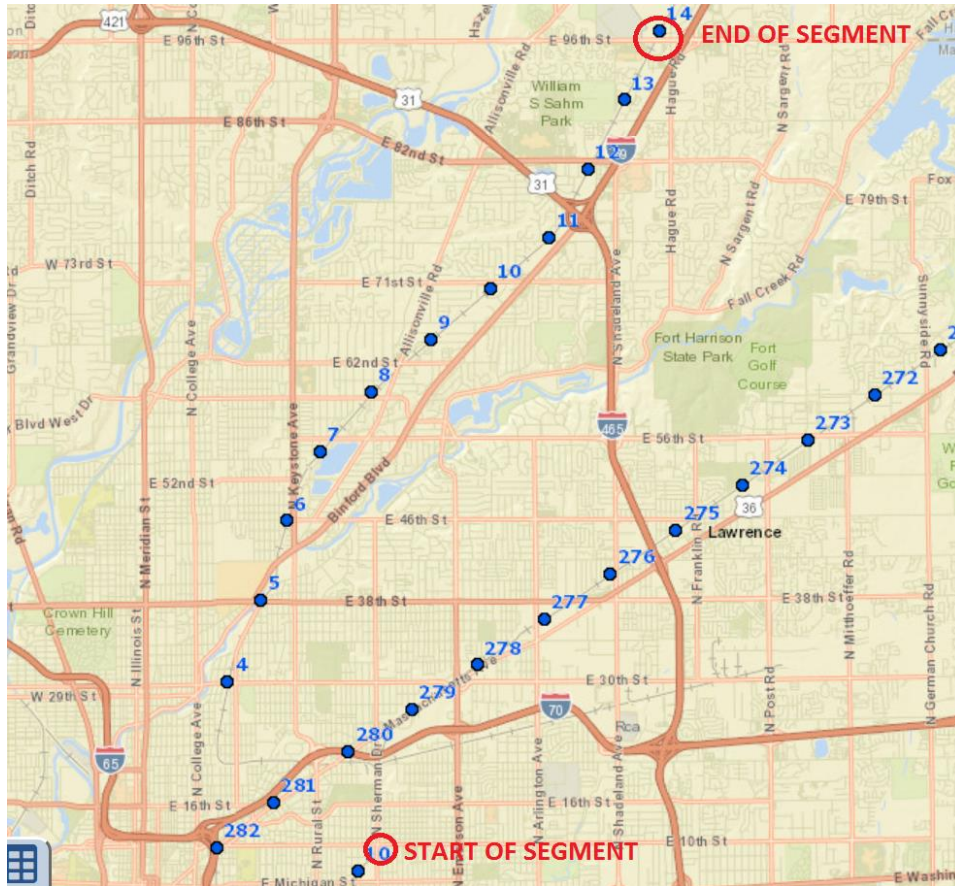
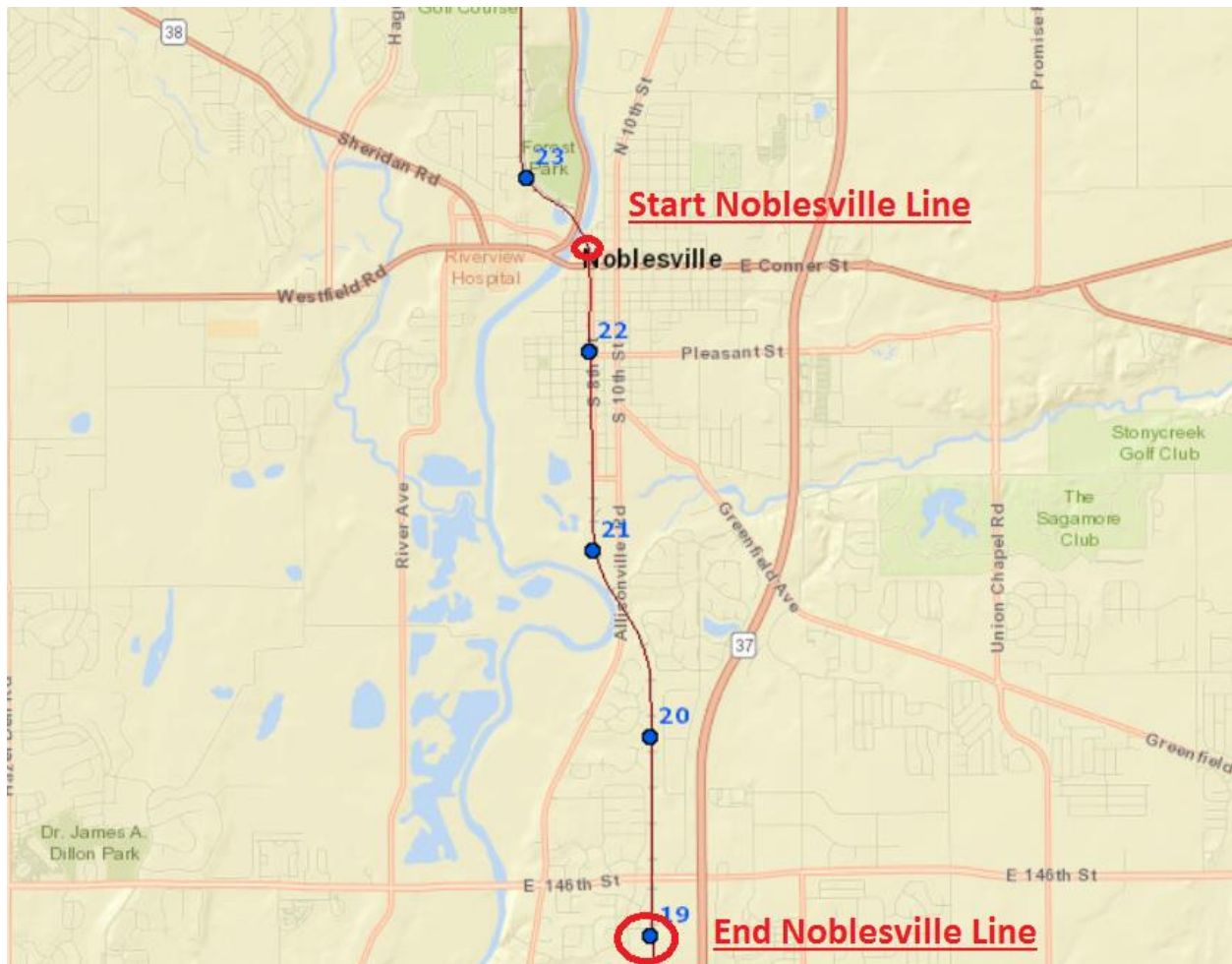


EXHIBIT D NOBLESVILLE SEGMENTS



NKP Track - Forest Park



EXHIBIT E
RAIL ASSETS (PAGE 1 OF 2)

Rail:							
<u>Miles</u>						<u>Quantity</u>	
<u>Fit</u>	<u>Scrap</u>	<u>Description</u>		<u>Condition</u>		<u>per mile</u>	<u>Unit</u>
	21.68	90	RA	Scrap		158.4	Ton
	0.71	80	Assorted	Scrap		140.8	Ton
							3,434
							100
Other Track Material:							
<u>Miles</u>						<u>Quantity</u>	
<u>Fit</u>	<u>Scrap</u>	<u>Description</u>		<u>Condition</u>	<u>Unit</u>	<u>per mile</u>	<u>Total</u>
	21.68	Tie Plates	7 x 10 SS	Scrap	Ton	106.2	2,302
	0.71	Tie Plates	6 x 8 SS	Scrap	Ton	106.2	75
	21.68	Jt. Bars	90#	Scrap	Ton	9.5	207
	0.71	Jt. Bars	80#	Scrap	Ton	6.9	5
	22.39	Spikes		Scrap	Ton	5.1	113
	22.39	Bolts & Washers		Scrap	Ton	1.4	32
Turnouts:							
<u>Turnouts</u>						<u>Quantity</u>	
<u>Fit</u>	<u>Scrap</u>	<u>Weight</u>	<u>Frog Size</u>	<u>Condition</u>	<u>Unit</u>	<u>per Turnout</u>	<u>Total</u>
1		Heavy	11	Relay	Each		1
	3	Light	7	Scrap	Ton	5	15
	1	Light	9	Scrap	Ton	5	5
	3	Light	10	Scrap	Ton	5	15
	5	Light	11	Scrap	Ton	5	25
Non-Steel Material:							
<u>Miles</u>						<u>Quantity</u>	
<u>Fit</u>	<u>Scrap</u>	<u>Description</u>		<u>Condition</u>	<u>Unit</u>	<u>per mile</u>	<u>Total</u>
22.39		Ties	Relay	Relay	Each	3,168	7,904
22.39		Ties	Landscape	Relay	Each	3,168	46,511
	22.39	Ties	Scrap	Scrap	Each	3,168	16,517

EXHIBIT E
RAIL ASSETS (PAGE 2 OF 2)

Rail:							
Miles					Quantity		
Fit	Scrap		Description	Condition	per mile	Unit	Total
	21.68	90	RA	Scrap	158.4	Ton	3,434
	0.71	80	Assorted	Scrap	140.8	Ton	100
0.00	22.39	Rail Total					
Other Track Material:							
Miles					Quantity		
Fit	Scrap		Description	Condition	Unit	per mile	Total
	21.68	Tie Plates	7 x 10 SS	Scrap	Ton	106.2	2,302
	0.71	Tie Plates	6 x 8 SS	Scrap	Ton	106.2	75
	21.68	Jt. Bars	90#	Scrap	Ton	9.5	207
	0.71	Jt. Bars	80#	Scrap	Ton	6.9	5
	22.39	Spikes		Scrap	Ton	5.1	113
	22.39	Bolts & Washers		Scrap	Ton	1.4	32
Other Track Material Total							
Turnouts:							
Turnouts					Quantity		
Fit	Scrap	Weight	Frog Size	Condition	Unit	per Turnout	Total
1		Heavy	11	Relay	Each		1
	3	Light	7	Scrap	Ton	5	15
	1	Light	9	Scrap	Ton	5	5
	3	Light	10	Scrap	Ton	5	15
	5	Light	11	Scrap	Ton	5	25
1	12	Turnouts Total					

EXHIBIT F

RESERVED RAIL ASSETS

Bret 7/30/2018

Turnouts From Division Street to 38th St HHPA

Cross-over in Noblesville

- (2) #11 9020 Frogs
- One good switch stand (other switch stand was missing)
- (2) Right-hand turnouts

Just north of 146th St

- #11 11525 Frog
- Left-hand turnout

Siding in Fishers

- (2) #10 9020 Frogs
- (1) Left-hand turnout
- (1) Right-hand turnout

South of 96th St

- #7 9020 Frog
- Right-hand turnout

South of 82nd St

- #11 9020 Frog
- Right-hand turnout

South of 52nd St

- #11 9020 Frog
- Right-hand turnout

North of Fall Creek

- #9 9020 Frog
- #7 9020 Frog
- #7 9020 Frog
- (2) Left-hand turnouts
- (1) Right-hand turnout

The Owner reserves the right to deduct any portion of Rail Assets from the Base Bid prior to the performance of work to remove the Rail Assets. Any deduction made shall reduce the Bid Offer, as applicable.

EXHIBIT G – BASE BID DOCUMENTS
[Removal of Rail Assets along the Real Estate- Fishers Segment]
[Documents on following pages]

PART 1 –IDENTIFICATION OF BIDDER

[required submittal for Base Bid, Real Estate Alternate, and Alternate Work]

1) Name of Person or Entity: _____

2) Address: _____

3) Email Address: _____

4) Phone
(Office): _____

(Cell): _____

5) Authorized Representative: _____

6) Authorized Representative Address: _____

7) Authorized Representative Email Address: _____

8) Authorized Representative Phone
(Office): _____

(Cell): _____

PART 2 – OFFER

Fishers Segment

Bidder offers to purchase the Rail Assets for the stated amount of _____ (\$_____) and no/100 Dollars, which amount the undersigned authorized representative of Bidder, being duly sworn on oath, states and affirms that Bidder has available to it for such purchase as of the date that Bidder submits this Bid and will have available to it on the date that the Owner announces the Successful Bidder. Moreover, the undersigned authorized representative of Bidder, being duly sworn on oath, states and affirms that Bidder has the ability to safely, timely and properly remove the Rail Assets from the Real Estate in accordance with the Laws.

OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FOREGOING FACTS AND INFORMATION ARE TRUE AND CORRECT.

Dated this ____ day of _____, 2019

(Bidder)

(Bidder's Authorized Representative)

(Signature)

ACKNOWLEDGEMENT

STATE OF INDIANA)
COUNTY OF _____)

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

Subscribed and sworn to me this _____ day of _____, 2019.

Notary Public Signature

PART 3 - NON-COLLUSION AFFIDAVIT

[required submittal for Bid and Alternate]

The undersigned authorized representative of Bidder, being duly sworn on oath, states and affirms that neither Bidder nor any other member, representative or agent of the Bidder has entered into any combination, collusion or agreement with any person or entity relative to the price or other factors offered or in response to the Bid or in any way acted to prevent any other Bidder from responding or otherwise submitting a proposal to the Bid. Bidder's bid is made without reference to any other proposal and without any agreement, understanding or combination with any other person in reference to such proposal.

Further, no member of the Hoosier Heritage Port Authority, officer or employee of the City of Fishers, City of Noblesville or Hamilton County has any interest in the Bidder's Bid or the Work.

OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FOREGOING FACTS AND INFORMATION ARE TRUE AND CORRECT.

Dated this ____ day of _____, 2019

(Bidder)

(Bidder's Authorized Representative)

(Signature)

ACKNOWLEDGEMENT

STATE OF INDIANA)
COUNTY OF _____)

Before me, a Notary Public, personally appeared the above-named and swore that the statements contained in this Non-Collusion Affidavit are true and correct.

Subscribed and sworn to me this ____ day of _____, 2019.

Notary Public Signature

PART 4 - NO DEFAULT OR BREACH

[INSERT NAME OF BIDDER] HEREBY AFFIRMS that Bidder and its affiliates are not: (a) involved in any current or pending litigation or legal disputes with any federal, state, or local governmental entity; (b) in arrears to any federal, state, or local governmental entity of any debt or contract; (c) a defaulter as surety or other obligation upon any federal, state, or local governmental entity or (d) in failure to perform faithfully in any previous contract with a federal, state, or local governmental entity in the preceding five (5) years.

OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FOREGOING
FACTS AND INFORMATION ARE TRUE AND CORRECT.

Dated this ____ day of _____, 2019

(Bidder)

(Bidder's Authorized Representative)

(Signature)

ACKNOWLEDGEMENT

STATE OF INDIANA)
COUNTY OF _____)

Before me, a Notary Public, personally appeared the above-named and swore that the statements contained in this No Default or Breach Affidavit are true and correct.

Subscribed and sworn to me this _____ day of _____, 2019.

Notary Public Signature

PART 5 - NO BANKRUPTCY

[INSERT NAME OF BIDDER] HEREBY AFFIRMS that Bidder and any members of the Bidder, if Bidder is a limited liability company, are currently solvent and have not, in the preceding five (5) years, voluntarily or involuntarily filed for bankruptcy or other similar insolvency proceeding.

OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FOREGOING
FACTS AND INFORMATION ARE TRUE AND CORRECT.

Dated this ____ day of _____, 2019

(Bidder)

(Bidder's Authorized Representative)

(Signature)

ACKNOWLEDGEMENT

STATE OF INDIANA)
COUNTY OF _____)

Before me, a Notary Public, personally appeared the above-named and swore that the statements contained in this No Bankruptcy Affidavit are true and correct.

Subscribed and sworn to me this _____ day of _____, 2019.

Notary Public Signature

EXHIBIT H –ALTERNATE REAL ESTATE
(Bid Alternate for Noblesville Segments and Indy Segment)
[Documents on following pages]

PART 1 – OFFER

[required submittal for Alternate Real Estate]

Noblesville Segment (146th Street – Division Street)

Bidder offers to purchase the Rail Assets along the Alternate Real Estate for the stated amount of _____ (\$_____) and no/100 Dollars, which amount the undersigned authorized representative of Bidder, being duly sworn on oath, states and affirms that Bidder has available to it for such purchase as of the date that Bidder submits this Bid and will have available to it on the date that the Owner announces the Successful Bidder. Moreover, the undersigned authorized representative of Bidder, being duly sworn on oath, states and affirms that Bidder has the ability to safely, timely and properly remove the Rail Assets from the Alternate Real Estate in accordance with the Laws.

Noblesville Segment (Division Street to Logan Street)

Bidder offers to purchase the Rail Assets along the Alternate Real Estate for the stated amount of _____ (\$_____) and no/100 Dollars, which amount the undersigned authorized representative of Bidder, being duly sworn on oath, states and affirms that Bidder has available to it for such purchase as of the date that Bidder submits this Bid and will have available to it on the date that the Owner announces the Successful Bidder. Moreover, the undersigned authorized representative of Bidder, being duly sworn on oath, states and affirms that Bidder has the ability to safely, timely and properly remove the Rail Assets from the Alternate Real Estate in accordance with the Laws.

Noblesville Segment (rail assets within Forest Park)

Bidder offers to purchase the Rail Assets along the Alternate Real Estate for the stated amount of _____ (\$_____) and no/100 Dollars, which amount the undersigned authorized representative of Bidder, being duly sworn on oath, states and affirms that Bidder has available to it for such purchase as of the date that Bidder submits this Bid and will have available to it on the date that the Owner announces the Successful Bidder. Moreover, the undersigned authorized representative of Bidder, being duly sworn on oath, states and affirms that Bidder has the ability to safely, timely and properly remove the Rail Assets from the Alternate Real Estate in accordance with the Laws.

Indy Segment

Bidder offers to purchase the Rail Assets along the Alternate Real Estate for the stated amount of _____ (\$_____) and no/100 Dollars, which amount the undersigned authorized representative of Bidder, being duly sworn on oath, states and affirms that Bidder has available to it for such purchase as of the date that Bidder submits this Bid and will have available to it on the date that the Owner announces the Successful Bidder. Moreover, the undersigned authorized representative of Bidder, being duly sworn on oath, states and affirms that Bidder has the ability to safely, timely and properly remove the Rail Assets from the Alternate Real Estate in accordance with the Laws.

OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FOREGOING
FACTS AND INFORMATION ARE TRUE AND CORRECT.

Dated this ____ day of _____, 2019

(Bidder)

(Bidder's Authorized Representative)

(Signature)

ACKNOWLEDGEMENT

STATE OF INDIANA)
COUNTY OF _____)

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

Subscribed and sworn to me this _____ day of _____, 2019.

Notary Public Signature

EXHIBIT I – ALTERNATE WORK
(Repair the Real Estate and Alternate Real Estate)
[Documents on following pages]

PART 1 – OFFER

Fishers Segment

Bidder offers to perform the Alternate Work along the Real Estate for the stated amount of _____ (\$_____) and no/100 Dollars and to complete such work by or before _____. Moreover, the undersigned authorized representative of Bidder, being duly sworn on oath, states and affirms that Bidder has the ability to safely, timely and properly remove perform the Alternate in accordance with the Laws.

OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FOREGOING
FACTS AND INFORMATION ARE TRUE AND CORRECT.

Dated this ____ day of _____, 2019

(Bidder)

(Bidder's Authorized Representative)

(Signature)

ACKNOWLEDGEMENT

STATE OF INDIANA)
COUNTY OF _____)

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

Subscribed and sworn to me this _____ day of _____, 2019.

Notary Public Signature

PART 1A – OFFER

[required submittal for Alternate Work on Alternate Real Estate]

Noblesville Segment (146th Street – Division Street)

Bidder offers to perform the Alternate Work along the Alternate Real Estate for the stated amount of _____ (\$_____) and no/100 Dollars and to complete such work by or before _____. Moreover, the undersigned authorized representative of Bidder, being duly sworn on oath, states and affirms that Bidder has the ability to safely, timely and properly remove perform the Alternate in accordance with the Laws.

Noblesville Segment (Division Street to Logan Street)

Bidder offers to perform the Alternate Work along the Alternate Real Estate for the stated amount of _____ (\$_____) and no/100 Dollars and to complete such work by or before _____. Moreover, the undersigned authorized representative of Bidder, being duly sworn on oath, states and affirms that Bidder has the ability to safely, timely and properly remove perform the Alternate in accordance with the Laws.

Noblesville Segment (rail assets within Forest Park)

Bidder offers to perform the Alternate Work along the Alternate Real Estate for the stated amount of _____ (\$_____) and no/100 Dollars and to complete such work by or before _____. Moreover, the undersigned authorized representative of Bidder, being duly sworn on oath, states and affirms that Bidder has the ability to safely, timely and properly remove perform the Alternate in accordance with the Laws.

Indy Segment

Bidder offers to perform the Alternate Work along the Alternate Real Estate for the stated amount of _____ (\$_____) and no/100 Dollars and to complete such work by or before _____. Moreover, the undersigned authorized representative of Bidder, being duly sworn on oath, states and affirms that Bidder has the ability to safely, timely and properly remove perform the Alternate in accordance with the Laws.

OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FOREGOING
FACTS AND INFORMATION ARE TRUE AND CORRECT.

Dated this ____ day of _____, 2019

(Bidder)

(Bidder's Authorized Representative)

(Signature)

ACKNOWLEDGEMENT

STATE OF INDIANA)
COUNTY OF _____)

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

Subscribed and sworn to me this _____ day of _____, 2019.

Notary Public Signature

PART 2 – RELEVANT EXPERIENCE

[required submittal for Alternate Work whether for Alternate Work on Real Estate and/or Alternate Real Estate]

Please provide a summary of Bidder's demonstrated capability, including length of time that bidder has provided and performed work like the Alternate Work. For each person anticipated to perform the Alternate Work on behalf of Bidder, please provide the following: (1) name; (2) address; (3) phone number; (4) email address; and (5) specific participant's experience performing work similar to the Alternate Work.

Further, if bidder plans to subcontract any portion of the Alternate Work, identify the entities with which bidder plans to subcontract, key personnel from such other entities who will be providing portions of the Alternate Work and a description of the type of Work the entity will perform.

PART 3 – REFERENCES
[required submittal for Alternate Work]

Bidders should provide not less than three (3) references from customers for which bidder has provided services like the Alternate Work or any portion thereof requested in the Alternate. For each reference, please include the name, address, phone number, email address and a description of the work provided. The HHPA may contact and evaluate the bidders' references.

EXHIBIT J – AGREEMENT FOR ACQUISITION OF RAIL ASSETS

[following pages]

**EXHIBIT K – AGREEMENT FOR ACQUISITION OF RAIL ASSETS AND REPAIR OF
REAL ESTATE**

[following pages]

Hoosier Heritage Port Authority

Sale and Removal of 22 Miles of Surplus Rail Assets

Contractor Questions as of 6/14/19:

1. Please state exactly what “real estate repair” is? **The repair of road crossings after track removal. The specification of repair is included within Exhibit K in the bid packet.**
2. Are all the road crossings to be removed? If so, is that in the base bid or in the alternates? **Yes, all road crossing are to be removed. Each jurisdiction is included as a separate alternate. For example, road crossings in (1) Fishers, (2) Noblesville, and (3) Indianapolis. This detail is found within Exhibit I to the bid document – “Alternate Work”**
3. I have been working on numbers on the rail and OTM. I believe the tonnage listed in the documents is off from what is actually there. Was head wear on the rail considered when the weights were figured? The same questions goes for the OTM, tie plates. **Please find attached the full valuation report.**

Other Submissions

In order to process your filing, please fill out the following information. If you do not know the docket number, please leave it blank and we will fill it out for you.

Please fill out the following information to help us complete your filing:

Docket #: AB -290 -117 -

Subject: * Request to Expedite Consideration of Preliminary Injunction

First Name: * Derek

Middle Name:

Last Name: * Zollinger, et al.,

Address: * 12122 Pebblepointe Pass

City: * Carmel

State: * IN

Zip Code: * 46033-

Email Address: * prorailresidents@gmail.com

Group/Affiliation: Pro Rail Residents

Message: I/We certify that a copy of this filing was served upon all listed parties of record in the proceeding. /S/ Derek Zollinger, et al.