



Alaska Railroad Corporation  
327 W. Ship Creek Ave.  
Anchorage, AK 99501

January 30, 2019

Addendum 1  
Invitation to Bid # 18-35-307165  
Ballast and Riprap Curry Quarry

**Addendum number 1 is issued for changes to the Specifications, Questions and closing date.**

The Closing Date for this has changed. This ITB will close as follows:  
Bids will be received until Thursday February 7, 2019 @ 3:00 PM local time.

Alaska Railroad Corporation will be known as ARRC in the addendum.

---

**CHANGES:** Addendum number 1 has been issued for clarification to the following specifications.

1. **Appendix E:**  
Section 6: Certified Payroll Instructions

**ALL OF SECTION 6 IS REMOVED. DAVIS BACON IS NOT REQUIRED FOR THIS CONTRACT.**

2. **BONDING:**

**BID FORM AND BOND DOCUMENTS:**

This bid will require a Bid Bond and a Performance Bond. (forms included with addendum)

3. Would ARRC consider waiving the requirement to provide 3 years of financial statements with the bid?  
Answer: No - Federal requirements mandate that we have 3 years of financial statements.

4. Can ARRC provide more information as it regards to the organization chart and resumes required for the bid in Appendix A? (i.e., which key personnel resumes would ARRC like to see?)

Answer: The ARRC requires the Contractor to provide, at a minimum, the resumes of its Health, Safety, and Environmental Staff (SWPPP personnel, Safety Officer, Quality Control Manager, material testing technicians, and all alternates), Site Superintendent, Crushing Foreman/Operator, Drilling and Blasting personnel, and the Project Manager responsible for the administering the Contract with the ARRC.

5. Can ARRC make available bid tabs from previous Curry ballast contracts?

Answer: The ARRC has provided the bid tabs from previous Contracts. Please note that they are solely intended for informational purposes only and that the stipulations set forth in this Contract differ from those in previous Contracts.

6. Is the ARRC planning on producing any more ballast or riprap than the bid quantities?

Answer: All perspective bidders shall assume that the ARRC does not intend to produce any quantities over those outlined in the Contract Documents. However, should the need arise and funding can be secured, the ARRC may elect to produce more material which would be handled under a separate Purchase Order.

7. Will professionally surveyed quantities for the separate 100,000 TN Ballast pile be acceptable for payment?

Answer: Yes. Quantity Reports that are generated, sealed, and signed by a Professional Land Surveyor (PLS) registered in the State of Alaska and an approved unit weight that is calculated using the specific gravity determined by the Contractor, in accordance with AASHTO T-85, will be accepted.

The ARRC will perform the initial survey of the stockpile pad. The pad shall be clean (free of deleterious / organic material) and compacted. From this pad all quantity reports shall be produced. Please note that the ARRC will not consider any volume lost to subsidence due to settlement or consolidation within the stockpile.

At the end of reprocessing activities, the ARRC will perform a final survey of the pile for payment purposes. The ARRC is amenable to providing the initial and the final survey for payment purposes, however; should the Contractor request interim payment for material on-hand, the additional expense survey is to be covered by the Contractor. The ARRC will provide the Contractor's surveyor with the pit floor surface model in AutoCAD Civil3D format.

If survey quantities are utilized, no mixing of new and reprocessed material shall be permissible, surveyed amounts are intended for quantifying reprocessed material only.

8. Whose testing data will be used for material payment factors?

Answer:

The ARRC will base the acceptance of each Lot of material produced by the Contractor on the test results obtained from ARRC's on-site material technician.

The ARRC will have a material technician from a third party testing firm on site to perform Quality Assurance (QA) testing. The ARRC's material technician(s) will, at a minimum, include sampling and testing materials at the same frequency as the Contractor, in addition to periodic random sampling. The ARRC will retain splits of each sample run within a Lot until the Lot is complete and until both the ARRC and the Contractor have accepted the results of said Lot.

In terms of the payment factors described within the Contract Documents, the Contractor's test results will be weighted evenly with the ARRC's results.

Also note, when a Composite Pay Factor of any given Sub Lot exceeds 0.80, it will be automatically rejected and will require reprocessing prior to entering any stockpile for payment.

9. At the pre-bid meeting, ARRC indicated that all equipment will need to be mobilized to Curry before summer passenger trains begin (late May). Is there a firm date that the mobilization needs to be completed by? Is there any opportunity to mobilize after passenger trains have begun operations?

Answer: There is no opportunity to mobilize after passenger trains have begun operations; May 10<sup>th</sup> is the deadline for equipment to be mobilized to the quarry.

10. The current Type 4A gradation for the 2.0" sieve is 90-100% passing. It appears that the Type 3 gradation is targeting a coarser blend through the 1.5" and 1.0" sieve while being finer on the 2.0" sieve (95-100). This can slow down production and essentially make a 2"x1" product. Would ARRC consider opening up the 2.0" band from 95-100 to 85-100? This would allow for better production and a coarser overall product as compared to the Type 4A.

Answer: The ARRC will allow the following gradation modification for the Type 3 Ballast:  
90-100 passing the 2.0" Sieve, by weight.

11. Is Railroad Protective Liability Insurance needed for this project?

Answer: No.

12. If Additive Alternate 1 *Reprocessing of Stockpiled Ballast* is awarded, would that ballast be subject to the criteria listed in Section 5.0 Non-compliance Ballast Penalties? During the pre-bid meeting it was indicated that the intent was to process the pile to get rid of the excess fines. While reprocessing the ballast will ensure the No. 200 sieve comes back in specification, it does not ensure the upper end of the gradation will fall within the Type 4A tolerances (due to unknown gradation in existing pile, handling breakdown of previous contractor, and dozer pushing of material).

Answer: The stockpiled ballast material was initially produced as Type 4A Ballast. As the material is to be considered Owner furnished for this additive alternate of the Contract, the ARRC will not hold the awarded Contractor liable if the material fails to meet the gradation above the No. 4 sieve. The intent of this additive alternate is to remove all particles that have the potential to induce silica to become airborne and to achieve the target gradation set forth in the Contract Documents. An initial gradation will be performed prior to commencing reprocessing operations to determine a baseline gradation. During the Contractor's startup period, the ARRC will work with the Contractor to determine an acceptable target gradation prior to enter full production. Once an agreed upon target gradation is met, the Contractor will be expected to produce a consistent product. Acceptance and penalties will be assessed against the agreed upon target gradation outlined herein.

13. For additive alternate #1 does the ARRC have any current and past gradations available for the 90,000 CY stockpile that is to be reprocessed?

Answer: The ARRC is not in possession of any current or past gradations that indicate the material fails to meet the specifications outlined within the Contract Documents. From visual inspection of the stockpile alone, it can be deduced with great certainty that there is an excess of material finer than the No. 4, No. 50, No. 100, and No. 200 sieves within the stockpile to be reprocessed.

14. For reprocessing the stockpile under additive alternate #1 will the stockpile be accepted if reprocessing gets the #200's into the 0-0.4% range?

Answer: It is possible, however; see the ARRC's response to Question 9 for additional information.

15. What kind of certification is required for ticket scales.

Answer: Scales must be certified, on site, by the State of Alaska, Division of Weights and Measures prior to use for this operation.



Figure 1: Ballast for Reprocess - July, 2018



Figure 2: Ballast for Reprocess - July, 2018

All other terms and conditions remain unchanged.

Regards,

*Walker*  
*Rob Walker*

Contract Administrator

**ALASKA RAILROAD CORPORATION  
CONSTRUCTION BID FORM of**

**NAME** \_\_\_\_\_

**ADDRESS** \_\_\_\_\_

\_\_\_\_\_

**To the CONTRACTING OFFICER, ALASKA RAILROAD CORPORATION:**

In compliance with your Invitation for Bids No. \_\_\_\_\_, dated \_\_\_\_\_, the Undersigned proposes to furnish and deliver all the materials and do all the work and labor required in the construction of \_\_\_\_\_ Located at or near \_\_\_\_\_, according to the plans and specifications and for the amount and prices named herein as indicated on the Cost Schedule, which is made a part of this Bid.

The Undersigned declares that he/she has carefully examined the contract requirements and that he/she has made a personal examination of the site of the work; that he/she understands that the quantities, where such are specified in the Cost Schedule or on the plans for this Project, are approximate only and subject to increase or decrease, and that he/she is willing to perform increased or decreased quantities of work at unit prices bid under the conditions set forth in the Contract Documents.

The Undersigned hereby agrees to execute the said contract and bonds within **Ten (10) Calendar Days**, or such further time as may be allowed in writing by the Contracting Officer, after receiving notification of the acceptance of this Bid, and it is hereby mutually understood and agreed that in case the Undersigned does not, the accompanying bid guarantee shall be forfeited to the Alaska Railroad Corporation as liquidated damages, and said Contracting Officer may proceed to award the contract to others.

The Undersigned agrees to commence the work within **Ten (10) Calendar Days** after the effective date of the Notice to Proceed and to complete the work by \_\_\_\_\_, unless extended in writing by the Contracting Officer.

The Undersigned proposes to furnish a Performance Bond in the amount of One Hundred Percent (100%) of the contract, as surety conditioned for the full, complete and faithful performance of this contract.

In accordance with ARRC Procurement Rule 1200.4, all Bids shall be accompanied by bid security in the form of a cashier's check or an acceptable Bid Bond, a form of which is provided herein, in the amount of five percent (5%) of the Bid price.

The Undersigned acknowledges receipt of the following addenda to the drawings and/or specifications (give number and date of each).

Addenda No. Date Issued

Addenda No. Date Issued

Addenda No. Date Issued

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

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

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

**NON-COLLUSION AFFIDAVIT**

The Undersigned declares, under penalty of perjury under the laws of the United States, that neither he/she nor the firm, association, or corporation of which he/she is a member, has, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this Bid.

The Undersigned has read the foregoing proposal and hereby agrees to the conditions stated therein by affixing his/her signature below:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title of Person Signing

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Facsimile Number

**ALASKA RAILROAD CORPORATION  
 BID BOND**

	<b>DATE BOND EXECUTED</b>
<b>PRINCIPAL (Legal name and business address)</b>	<b>TYPE OF ORGANIZATION</b>
	<input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> CORPORATION
	<b>STATE OF INCORPORATION</b>

**SURETY(IES) (Name and business address)**

<b>A.</b>	<b>B.</b>	<b>C.</b>
-----------	-----------	-----------

<b>PENAL SUM OF BOND</b>	<b>DATE OF BID</b>
--------------------------	--------------------

We, the PRINCIPAL and SURETY above named, are held and firmly bound to the Alaska Railroad Corporation (ARRC), in the penal sum of the amount stated above, for the payment of which sum will be made, we bind ourselves and our legal representatives and successors, jointly and severally, by this instrument.

THE CONDITION OF THE FOREGOING OBLIGATION is that the Principal has submitted the accompanying bid or proposal in writing, date as shown above, on the following project: \_\_\_\_\_, in accordance with contract documents filed in the office of the Contracting Officer, and under the Invitation for Bids therefore, and is required to furnish a bond in the amount stated above.

If the Principal's bid is accepted and he/she is offered the proposed contract for award, and if Principal fails to enter into the contract, then the obligation to ARRC created by this bond shall be in full force and effect.

If the Principal enters into the contract, then the foregoing obligation is null and void.

<b>PRINCIPAL</b>				
<b>Signature(s)</b>	1.	2.	3.	<b>Corporate Seal</b>
<b>Name(s) &amp; Titles [Typed]</b>	1.	2.	3.	

<b>CORPORATE SURETY(IES)</b>				
<b>S U R E T Y  A</b>	<b>Name of Corporation</b>		<b>State of Incorporation</b>	<b>Liability Limit \$</b>
	<b>Signature(s)</b>	1.	2.	<b>Corporate Seal</b>
	<b>Name(s) &amp; Titles [Typed]</b>	1.	2.	

CORPORATE SURETY(IES)				
S U R E T Y  B	Name of Corporation		State of Incorporation	Liability Limit \$
	Signature(s)	1.	2.	Corporate Seal
	Name(s) & Titles [Typed]	1.	2.	

CORPORATE SURETY(IES)				
S U R E T Y  C	Name of Corporation		State of Incorporation	Liability Limit \$
	Signature(s)	1.	2.	Corporate Seal
	Name(s) & Titles [Typed]	1.	2.	

**INSTRUCTIONS**

1. This form shall be used whenever a bid bond is submitted.
2. Insert the full legal name and business address of the Principal in the space designated. If the Principal is a partnership or joint venture, the names of all principal parties must be included (e.g., "Smith Construction, Inc. and Jones Contracting, Inc. dba Smith/Jones Builders, a Joint Venture"). If the Principal is a corporation, the name of the state in which incorporated shall be inserted in the space provided.
3. Insert the full legal name and business address of the Surety in the space designated. The Surety on the bond may be any corporation or partnership authorized to do business in Alaska as an insurer under AS 21.09. Individual sureties will not be accepted.
4. The penal amount of the bond may be shown either as an amount (in words and figures) or as a percent of the contract bid price (a not-to-exceed amount may be included).
5. The scheduled bid opening date shall be entered in the space marked Date of Bid.
6. The bond shall be executed by authorized representatives of the Principal and Surety. Corporations executing the bond shall also affix their corporate seal.
7. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
8. The states of incorporation and the limits of liability of each surety shall be indicated in the spaces provided.
9. The date that bond is executed must not be later than the bid opening date.

**ALASKA RAILROAD CORPORATION**  
**PERFORMANCE BOND**

**KNOW ALL PERSONS BY THESE PRESENTS:**

That \_\_\_\_\_ of:

\_\_\_\_\_ as Principal, and \_\_\_\_\_ of:

\_\_\_\_\_ as Surety, firmly bound and held unto the Alaska Railroad Corporation in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), good and lawful money of the United States of America for the payment whereof, well and truly to be paid to the Alaska Railroad Corporation, we bind ourselves, our heirs, successors, executors, administrators, and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the said Principal has entered into a written contract with said Alaska Railroad Corporation, on the \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_, for \_\_\_\_\_ said work to be done according to the terms of said contract.

**ARRC Bid Number:** \_\_\_\_\_

**NOW, THEREFORE**, the conditions of the foregoing obligation is such that if the said Principal shall well and truly perform and complete all obligations and work under said contract and if the Principal shall reimburse upon demand of the Alaska Railroad Corporation any sums paid him/her which exceed the final payment determined to be due upon completion of the project, then these presents shall become null and void; otherwise they shall remain in full force and effect.

**IN WITNESS WHEREOF**, We have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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

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

Telephone Number: \_\_\_\_\_

Contact Name: \_\_\_\_\_

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

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

Surety: \_\_\_\_\_

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

Contact Name: \_\_\_\_\_

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

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

The offered bond has been checked for adequacy under the applicable statutes and regulations:

\_\_\_\_\_  
Alaska Railroad Corporation [Authorized Representative]

\_\_\_\_\_  
Date

### **INSTRUCTIONS**

1. This form shall be used whenever a performance bond is required. There shall be no deviation from this form without approval from the Contracting Officer.
2. The full legal name, business address, telephone number, and point of contact of the Principal and Surety shall be inserted on the face of the form. Where more than a single surety is involved, a separate form shall be executed for each surety.
3. The penal amount of the bond, or in the case of more than one surety the amount of obligation, shall be entered in words and in figures.
4. The bond shall be signed by authorized persons. Where such persons are signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved, evidence of authority must be furnished.

*Form 395-0127*