



ARR 301 CAFÉ CAR SERVER STATION AND GALLEY REFURBISHMENT

INVITATION TO BID
#23-28-210711

APRIL 4, 2023

ALASKA RAILROAD CORPORATION
327 WEST SHIP CREEK AVENUE
ANCHORAGE, ALASKA 99501



ALASKA RAILROAD CORPORATION
327 W. Ship Creek Avenue
Anchorage, AK 99501
Phone 907.265.4470
HUMPHREYC@AKRR.COM

April 4, 2023

INVITATION TO BID #23-28-210711

ARR 301 CAFÉ CAR SERVER STATION AND GALLEY REFURBISHMENT

Response Required: This page must be completed and returned to ensure receipt of future addenda or additional information. Please e-mail this form to HumphreyC@akrr.com. All addenda will be forwarded to the contact name and number listed below.

Firms that have not returned the cover sheet will not be informed of addendums and will only be alerted to addendums by checking with the ARRC procurement officer or by checking ARRC's internet site: www.alaskarailroad.com, select Procurement and then Solicitations. Bidders must acknowledge the receipt of all issued addendums in their proposal/bid submittal.

Company _____

Address _____

Contact _____

Phone _____ Fax _____

Email _____

Website: www.alaskarailroad.com



ALASKA RAILROAD CORPORATION
327 W. Ship Creek Ave.
Anchorage, AK 99501

April 4, 2023

Invitation to Bid #23-28-210711

The Alaska Railroad Corporation (ARRC) is soliciting bid from interested concerns for the following:

ARR 301 CAFÉ CAR SERVER STATION AND GALLEY REFURBISHMENT

Sealed bids will be received at:

HumphreyC@akrr.com
Alaska Railroad Corporation
327 West ship Creek Ave.
Anchorage, AK 99501

UNTIL 3:00 p.m. LOCAL TIME APRIL 27, 2023. AT THAT TIME BIDS WILL BE PUBLICLY OPENED.

IMPORTANT: ARRC may award a contract resulting from this solicitation to the responsive bidder whose bid conforming to this solicitation will be the most advantageous to the ARRC. ARRC may reject any or all offers if such action is in the best interest of ARRC, and waive informalities and minor irregularities in offers received. Any resulting contract from this solicitation shall incorporate the Standard Instructions, and General Terms and Conditions incorporated in this solicitation.

REQUIRED CONTRACT PROVISIONS FOR FEDERAL-AID CONTRACTS (Less than \$100,000.00) (Revised 8/19/13) can be found at:

https://www.alaskarailroad.com/sites/default/files/procurement/Federal-Aid_Contracts_Terms_Conditions_3-21-23_revises_version_4-20-21.pdf

Federal Grant Funds - Federal Transportation Administration Work associated with this contract is funded by funds from the Federal Railroad Administration (FTA) and the Alaska Railroad Corporation (ARRC). It is the sole responsibility of the Contractor to determine which designated provisions are applicable to this project. .

PRE-BID/Site Visit Conference: A Pre-Bid Site Visit is scheduled for April 11, 2023 at 11:00 A.M. at the Alaska Railroad General Office Building (GOB) 327 W. Ship Creek Ave. Anchorage, AK 99501. All Contractors will sign-in at the pre-bid conference and once the conference is completed will proceed to the Car Shop. Please dress appropriately for weather and safety, PPE is required to include: hardhats safety glasses and steel toe boots.

This pre-bid site visit is not mandatory; however, a bidder's failure to visit the work site will in no way relieve the bidder of the responsibility of performing the work in strict compliance with the true intent and meaning of the terms, conditions and specifications of this ITB.

Return your bid in a sealed envelope on which the Solicitation number appears. Bids received by facsimile transmission will not be considered for award. Bids shall be submitted on the forms furnished herein. Hand-delivered bids, amendments, or withdrawals must be received by ARRC's Contracts Section prior to the scheduled time of bid opening.

Your bid must be complete. See instructions and conditions enclosed.

ARRC shall not be held responsible for bidder's lack of understanding of what is required by this bid. Should a bidder not understand any aspect of this bid, or require further explanation, or clarification regarding the intent or requirements of this bid, it shall be the responsibility of the bidder to seek guidance from the ARRC.

ARRC reserves the right to reject any and all bids, or any part thereof, negotiate changes in bids, accept any bids or any part thereof, waive minor informalities or defects in any bids, and not to award the proposed contract if it is in the best interest of the ARRC.

ARRC may award a contract resulting from this solicitation to the responsive offeror whose offer conforming to this solicitation will be the most advantageous to the ARRC. ARRC may reject any or all offers if such action is in the best interest of ARRC, and waive informalities and minor irregularities in offers received. Any resulting contract from this solicitation shall incorporate the Standard Instructions, and General Terms and Conditions for Construction incorporated in this solicitation.

This solicitation is not to be construed as a commitment of any kind nor does it commit the ARRC to pay for any costs incurred in the submission of an offer or for any other incurred cost prior to the execution of a formal contract

BIDDER/VENDOR TERMS AND CONDITIONS: PROSPECTIVE BIDDERS ARE CAUTIONED TO PAY PARTICULAR ATTENTION TO THIS CLAUSE. Bidder/contractor imposed terms and conditions which conflict with this Invitation for Bid terms and conditions are considered counter offers and, as such, will cause the Alaska Railroad Corporation to consider the bid non-responsive.

If a bidder attaches additional terms and conditions as part of the bid, such attachments must be accompanied by a disclaimer stating that in the event of conflict between the terms and conditions of this Invitation for Bid and the terms and conditions of the bidder/contractor, the terms and conditions of the Invitation for Bid will prevail.

ARRC Disadvantaged Business Enterprise (DBE) Program: ARRC is an equal opportunity corporation that encourages the participation of DBEs as prime contractors and subcontractors on its contracts funded in whole or in part by the Federal Transit Administration (FTA) or the Federal Highway Administration (FHWA). The ARRC has a race neutral DBE Program and does not set DBE goals on individual solicitations. Nonetheless, the ARRC aspires to achieve an overall DBE participation of 4.0% in federal fiscal years 2022-2024 on contracts funded by agencies within the U.S. Department of Transportation. If this contract is funded in whole or in part by funds from the FTA or the FHWA, it is imperative that you consult the Federal Terms and Conditions portion of this solicitation.



The Alaska Railroad is a member of Green Star (<http://www.greenstarinc.org/>). ARRC earned an initial Green Star Award in 1994 and a Green Star Air Quality Award in 2007. The Alaska Railroad considers Green Star membership to be a positive business attribute, and regards a Green Star award as a tangible sign of an organization's commitment to environmental stewardship and continual improvement within its operations.

The envelope used in submitting your offer shall be plainly marked with the following information:

1. Offeror's Name -
2. ITB # 23-28-210711
3. Date and Time Scheduled for Receipt of Offers.
4. Sealed Offer: **ARR 301 CAFÉ CAR SERVER STATION AND GALLEY REFURBISHMENT**

Please direct all responses and/or questions concerning this invitation to bid **in writing** to Candice Humphrey via email; HumphreyC@akrr.com.

Sincerely,

Candice Humphrey

Contract Administration Specialist
Alaska Railroad Corporation

INDEX

SECTION A	REQUIRED DOCUMENTS
SECTION B	SCOPE OF WORK
SECTION C	FOOD SERVICE EQUIPMENT SPECIFICATIONS
SECTION D	COST SCHEDULE
SECTION E	FORMS
SECTION F	GENERAL TERMS AND CONDITIONS REQUIRED CONTRACT PROVISIONS FOR FEDERAL-AID CONTRACTS [Revised March 21, 2023]

ATTACHMENTS:

1. ARR 301 CAFÉ GALLEY & SERVER STATION REFURB PLAN

SECTION A REQUIRED DOCUMENTS

REQUIRED FOR BID. Bids will not be considered if the following documents are not completely filled out and submitted at the time of bidding:

1. Cost Schedule- Section D
2. Contractor Responsibility Questionnaire- Section E
3. Service Bid Form [Form 395-0129] Section E
4. Federal Requirements: SECTION F:
25. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING – 31
USC 1352; 2 CFR 200.450; 2 CFR 200 App. II(j); 49 CFR Part 20

REQUIRED FOR AWARD. In order to be awarded the contract, the successful bidder must completely fill out and submit the following documents within the time specified in the intent to award letter:

1. Certificate of Insurance - [from Insurance Carrier]
2. Alaska Contractors and Business Licenses
3. Subcontractor Bidder List
4. Service Contract / P.O. - Notice to Proceed (ARRC Generated)

SECTION B SCOPE OF WORK

ARR 301 A-End Server Station and B-End Galley Refurbishment Scope of Work - Summary

Fabricate, supply and install foodservice equipment, fixtures and custom stainless steel cabinetry, work stations, countertops and shelving per drawings and specifications contained or referenced herein. Car number ARR 301 currently located at the Alaska Railroad Car Shop in Anchorage, Alaska. Car is accessible beginning August 1, 2023 following completion of interior retrofit by others.

Minimum Requirements

Contractor shall perform and provide the following:

1. Perform professional level, high quality Food Service Equipment Contractor work in accordance with SECTION C, section 11 40 00 Food Service Equipment Technical Specifications.
2. Schedule time and date of work with ARRC representative within work window schedule below. Contractor will be required to work within the carshop hours and Blue Flag protection of other trades working in the area. ARRC will provide blue flag training at no cost to contractor.
3. Maintain a clean work area with proper ventilation.
4. Have at least ten (10) years' experience in supplying and installing commercial kitchen equipment.

Scope of Work

Perform the following work on passenger car ARR 301:

1. Fabricate, purchase and install A-end server station and B-end galley equipment per attached drawings and Food Service Equipment Specifications herein.
2. Work with ARRC carmen, Electrical contractor and any other sub-contractors authorized by ARRC to complete server station and galley replacement.

Safety:

The contractor is responsible for maintaining well-ordered work areas.

Hard hats, safety glasses, hearing protection, and safety toe work boots are required in Alaska Railroad shops. Work inside passenger cars does not require hard hats be worn. Contractor will be required to perform blue flag protection (protection from moving railcars) coordinated daily, prior to beginning work and placing blue flag protection, with Alaska Railroad car shop supervisor. Alaska Railroad car shop supervisor shall provide blue flag training (approximately two hours) to Contractor's personnel, at no cost to contractor.

Expectations:

1. Successful Contractor is responsible for labor, transportation, storage, disposal of debris and all ancillary items. Contractor will coordinate with other trades working in the area.
2. All work must be completed according to the following schedule:
 - a. ARR 301 all work completed by September 1st, 2023

Work Schedule:

Shops are staffed daily, 6 AM to 4 PM. Access to the shops after 4 PM will require the contractor to complete an application for ARRC magnetic key and prior coordination for track lockout. If the key is lost, the contractor will be required to pay for the key.

Cars are available for work as shown in Table 1, below. ARR 301 must be completely finished and in operable order by September 1, 2023. Passenger coach will be heated and available inside of ARRC Car shop continuously.

CAR NUMBER	AVAILABLE STARTING	ALL WORK COMPLETE
ARR 301	8/1/23	9/1/2023

Table 1: Passenger Coach Schedule

SECTION C

SECTION 11 40 00 FOOD SERVICE EQUIPMENT SPECIFICATIONS

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions apply to this Section.

1.2 SUMMARY

- A. Section includes: Fabricated Equipment; Cooking Equipment; Self-contained refrigeration equipment; remote refrigeration equipment and dish washing equipment.
- B. Contractor Furnished Equipment: Contractor to furnish and install all equipment.
- C. The work consists of providing all labor, equipment, appliances and materials, and in performing all operation in connection with the execution of the Work as stated or as represented in the drawings of the Food Service Equipment Contract Documents, including that which is reasonably referred to provide the following work.
 - 1. The fabrication, delivery, unloading, uncrating, handling, assembly, setting in place ready for final connection by mechanical and electrical trades, and leveling of equipment, all in accordance with the Owner's schedule and Item Specifications.
 - 2. Coordination: Coordinate mechanical and electrical rough in services, manufactured equipment and fabricated equipment construction, equipment bases, curbs, ceiling heights, depressed areas, sleeves, wall openings, refrigeration lines, service access, existing coach conditions that affect equipment, and all other conditions required to accommodate the Section 11 40 00 equipment including new, existing, Owner furnished and future equipment with other trades; cut holes in equipment to accommodate pipes, drains, electrical conduit and outlets as required; wall openings and other special conditions as required, to accommodate equipment in the Contract, with other contractors on the project.
 - 3. The cutting of holes in equipment to accommodate pipes, drains, electrical conduit and outlets as required for this installation.
 - 4. Removal of debris from the project site, associated with the uncrating of the equipment and general installation process, as dictated by the on-site Safety requirements.
 - 5. Schedule: Perform work in a timely manner consistent with the project schedule, submit written notice of any manufacturer or construction related problems that are causing a delay in the equipment delivery or installation; substitutions for failure to order equipment in a timely manner are not acceptable.
 - 6. Permits, Licenses and Inspections: Secure and pay for tests, permits and inspections required by authorized regulatory agencies and directly related to the construction and installation of the Section 11 40 00 foodservice equipment work.
- D. Definitions:
 - 1. Exposed: All surfaces visible including surfaces behind cabinet doors when the doors are open.
 - 2. Food Service Equipment Contractor (FSEC): The person or organization identified as such in the Agreement. The term "Food Service Equipment Contractor" or "FSEC" means the Food Service Equipment Contractor or their authorized representative.
 - 3. Fabricated Equipment: Equipment that is not a standard catalog item and must be constructed by the FSEC or authorized Subcontractor at his shop or on the job site to

- conform to the Contract Documents; custom built equipment.
4. Manufactured Equipment: Equipment generally offered as a catalog item by a manufacturer including standard items requiring minor modifications.
 5. Standard Equipment: Manufactured equipment.
 6. Reused: Disassemble, if required, remove and store equipment until ready for installation; reassemble and set existing equipment in place ready for final connection; install in the same working order as when removed from service; prepare and submit a packing list identifying each piece of equipment removed and any attachments or accessories removed with it; equipment that is not in good working order should be noted; submit packing list signed by the Owner's Representative and the Section 11 40 00 Contractor
 7. Not Reused: Owner's Representative has the option to retain existing equipment; authorized demolition contractor will remove and dispose; obtain written authorization from Owner's Representative to remove equipment from site.
NOTE: Field dimensions and installation must be completed by a person/company approved by the custom fabricator.
 8. Demonstration: Schedule times with the Owner's Representative to provide instruction on the maintenance and use of each item; conveyer authorized service agent to demonstrate adjustment and maintenance procedures to Owner's maintenance staff and dishroom supervisor and demonstrate pump adjustment to detergent supplier; demonstrate operation to appropriate inspectors if required; verify that copies of all instructional, operational, maintenance manuals, charts and audio and video media have been provided at least two weeks prior to demonstration as required in Article 1.05, para. G.4.
 9. Testing: Test, regulate and put into proper operating condition; calibrate controls, including thermostats; coordinate dishmachine testing with detergent supplier; properly activate water filters per manufacturer's recommendations.
 10. Chart of Completion: Provide separate charts for demonstration and testing; include item number, description of equipment, date, person/firm responsible, and Owner's initials; provide charts to Owner, Owner's Representative, and Consultant prior to Owner's acceptance.
 11. Field Measurements: Field measure foodservice space prior to equipment construction; conform to finished building conditions; submit written notification to Owners Representative if building conditions prevent equipment from functioning properly.
 12. Site Conditions: Verify that surfaces, prepared openings, finished building dimensions, and roughed in utilities are ready for equipment; coordinate equipment with building openings and dimensions; construct and deliver equipment in sections sized to site limitations.
 13. Utilities: Verify that voltages, air volumes, water temperature and water, steam, and gas pressures are as required for equipment; coordinate changes to ensure that equipment operates properly
 14. Acceptance: Beginning of installation means acceptance of site conditions.
 15. Responsibility: Assume the expense of changes to equipment and/or cutting and patching walls, partitions, ceilings and floors necessary to receive and successfully operate equipment, caused by failure to coordinate with site conditions.

1.3 SUBMITTALS

Upon award of the contract, furnish to the Project Team the following submissions for approval:

- A. Equipment Shop Drawings
 - 1. Dimensioned floor plan at scale $1/4" = 1' - 0"$ (or larger) with equipment numbered and identified on a schedule on the same sheet if possible.
 - 2. The FSEC is to review the drawings, provided as Construction Documents by Owners Representative, "Make Corrections/Adjustments" of any changes that are required, and return to Owners Representative for Review/Approval and Final submittal by the FSEC. If the FSEC has provided "Equal" manufacturers and any "alternate" manufacturers, approved during the bid process, the FSEC shall indicate this information on a "reviewed" set of drawings for Owners Representative to review/approve.
 - 3. Include details illustrating standard and special methods of construction.
 - 4. Where fabricated equipment adjoins other fabricated or standard equipment, show partial plans and elevations to illustrate the condition at the junction of the two items.
 - 5. Equipment installed on, or built into fixtures, shall be shown on elevation and section drawings of the fixture, and dotted in plans.
 - 6. Show fabricated equipment in plan, elevation and end view at scale of $3/4" = 1' - 0"$ or larger. Show section details at a scale of $1 - 1/2" = 1' - 0"$ or larger.
 - 7. Drawing sheets shall match the contract Drawings in size and border.
 - 8. Dimensions specified for fabricated equipment are subject to any adjustments required by field dimensions and the accommodation of understructure components. All measurements shall be taken from finished structural members. Circle any and all such dimensional changes on initial and subsequent submissions.
 - 9. Tables, sinks and counters shall be $3' - 0"$ high in all galley areas unless noted otherwise. Height of splashes shall be 6" unless noted otherwise.
 - 10. Shelves over fabricated equipment in the preparation and cooking areas shall be $5' - 0"$ high from the flat surface of shelf to finished floor unless noted otherwise.
 - 11. Dimensions specified shall be left-to-right by front to back by height (if indicated).
 - 12. Each shop drawing provided by a subcontractor or manufacture shall have the FSEC signature indicating it has been checked by him for: Content of Item Specifications; drawing size and scale; field dimensions; compatibility with other equipment; and coordination with other trades and service.
 - 13. Submission: Electronically submit to the Project Team a reproducible set with sufficient space for notations and review stamp. Incorporate on original Shop Drawings any corrections noted by the Owners representative and resubmit a new set of drawings for review. Repeat until all corrections are satisfactorily incorporated. After final review, furnish copies as needed (not to exceed six (6) sets) by the various trades and the Owner.
 - 14. The Contractor is responsible for the accuracy of all the submittals. Review of rough-in drawings, equipment brochures, and manufacturers shop drawings is for design and concept only, and does not relieve the Contractor of the responsibility for compliance with design drawings, details and specifications, nor does it relieve them of the responsibility of verification of field dimensions, or utilities with equipment requirements, conformance with regulations and coordination with building conditions.
- B. Rough-in and Sleeve Drawing:
 - 1. Dimensioned rough-in and sleeve drawings are to be provided by FSEC for Review and Comment by the Owners Representative. These drawings, at $1/4"$ scale or larger, identify all utility requirements and show exact locations and heights of all utility rough-ins, service sleeves and conduit penetrating the floors and walls through which the electrical and mechanical service lines are extended, including: Sleeve and conduit for Beverage systems, Refrigeration lines, Fire protection systems; and all Exhaust Hood requirements when specified to include CFM and duct sizes; All per code requirements. It is the

responsibility of the FSEC to Review these drawings, provide any changes required, based on equipment selected and provided as part of the Contract, and Submit this information back to Owners Representative for correction and Submission. Include all field interconnections for food service equipment to be completed by the Trades that are not a part of the FSEC's work. Stub out of walls wherever possible. Verify existing coach conditions. Submit electrical rough-in drawing on a separate sheet from mechanical rough-in for Contract items, convenience outlets, sink wastes, floor drains and other utility requirements in the server station and galley including, Existing, Owner furnished and Future Equipment indicated on the Food Service Equipment contract Drawings. Refer to the architectural, electrical and mechanical drawings for the preparation of this submission to verify the manner in which the utility mains and branches enter the food service area. Verify that the correct utility services are available for equipment ordered.

2. Each shop drawing or rough-in drawing provided by a subcontractor or manufacture shall have the FSEC stamp and signature indicating it has been checked by him for: Content of Item Specifications; Conformance to General Conditions and Technical Specifications; Drawing size and scale; Field dimensions; compatibility with other equipment; And coordination with other trades and services.
3. Include wiring and connection diagrams for all electrically operated equipment where one or more items are interconnected by the FSEC.
4. Submission: Electronically submit to the Project Team a reproducible set with sufficient space for notations and review stamp. Incorporate on original Shop Drawings any corrections noted by the Owners representative and resubmit a new set of drawings for review. Repeat until all corrections are satisfactorily incorporated. After final review, furnish copies as needed (not to exceed six (6) sets) by the various trades and the Owner.

C. Equipment Brochure Samples

1. Electronically submit brochures for review prior to procurement of equipment. Forward corrected Brochures to those parties designated by the Owners Representative. This Brochure shall include:
 - a. A typewritten index sheet for each item with item number and description of equipment to include: Model number, quantity, all optional features, special construction and installation requirements and all utility service requirements; this includes existing equipment to be reused.
 - b. The manufacturer's catalog sheets with descriptive data and capacities.
 - c. Arrange sheets in proper sequence; mark item number and quantity of units required. Where catalog sheets illustrate additional equipment, which is not being supplied, such equipment and data shall be marked out. Where equipment of the same manufacturer and model is being provided with different item number designations, one group of required catalog sheets per Brochure may be supplied under the initial item designation. A typewritten sheet shall be included in the appropriate numerical order in the Brochure with a reference to the location of catalog sheets (e.g. Item #10, Food Warmer: Refer to Item #1).

D. Operation and Maintenance Manuals

1. Submit a parts list and operating and maintenance instructions bound into a manual, for all items of standard equipment.
2. The submission shall include the following:
 - a. Parts catalog;
 - b. Operating and Maintenance Instructions;
 - c. Address and phone number of the local service agency that the FSEC has retained to service the equipment under the guarantee requirements and a list of the equipment items for which they are responsible.
3. The Manual shall contain a Table of Contents.
4. Submission: Submit two (2) copies of the Manual to the Owners Representative, for

approval, not later than the date set for installation inspection. The Contractor shall make all required revisions and additions and issue a total of Two (2) manuals to the Owners Representative.

E. Contract Closeout Submittals:

1. Provide in accordance with General Terms and Conditions and as follows;
2. Record Documents: Upon completion of work, Food Service Equipment Contractor shall provide, to Owners Representative, a completely updated set of Shop Drawings, including details and electrical and mechanical information on items as provided.
3. Operating Instructions: Food Service Equipment Contractor shall provide on-site instructions for operation and maintenance of equipment. Owner will designate dates and personnel to receive instructions.
4. Manufacturer's Maintenance and Operating Literature: Upon completion of job, Food Service Equipment Contractor shall prepare, in triplicate or as many copies as are required, and submit to Owners Representative relating to the items furnished, specification sheets, operation instructions, maintenance instructions, and list of parts recommended for Owner to stock. This information shall be provided on all such items as information is available from manufacturer.
5. Binding and Submitting Instructions: Literature, drawings, and data shall be bound in a 3-ring, loose-leaf, hard cover plastic faced portfolio. Contractor shall submit portfolio, complete with all its contents, to Owners Representative for approval.

1.4 QUALITY ASSURANCE

A. Design Criteria:

1. The FSEC represents and warrants that he has satisfied himself as to the existing openings and accesses to the galley area through which his equipment shall be required to pass, and that he is cognizant of the fact that his equipment shall be delivered in sections sized to conform to these existing limitations.
2. All materials and equipment furnished under this Contract shall be new unless otherwise specified, and that all work shall be of good quality, free from faults and defects in materials and workmanship. Work not conforming to these standards shall be considered defective. Any defects, which appear within one (1) year following final acceptance of the Work, shall be corrected.
3. Perform all work to the highest quality by skilled, experienced craftsmen of the respective trades involved.
4. Fabricate all sheet metal items by one manufacturer acceptable to the Owners Representative.
5. Fabricate all wood/millwork items by one manufacturer acceptable to the Owners Representative.
6. The Contractor is responsible for the prompt ordering including orders by his sub-contractors. Substitution of items will not be allowed or approved, for the sake of expediency, when prompt ordering would have allowed adequate time for delivery, fabrication and installation. In instances where the tardiness in purchasing contributes to a delay that might affect the scheduled completion date, it will be the responsibility of the Contractor to assume all related costs involved in taking all feasible measures to accommodate the production, delivery and installation of such items.
7. The contractor is responsible for coordinating all phases of his work with the various trade contractors on the project, in a professional and amicable manner, to ensure a complete understanding of responsibilities, scheduling and installation phases, and to avoid delays, interruptions and disagreements.
8. These drawings and specifications are for the assistance and guidance of the FSEC. Accuracy of these drawings is not guaranteed and existing building conditions will influence exact dimensions, locations and levels. Deviations from these conditions, in

order to meet structural conditions, will be made without expense to the Owner. Further, these drawings and specifications are based on Passenger Coach OEM plans which may have been changed or modified since the car's construction.

- B. Errors, Omissions & Ambiguities:
1. Report any errors, omissions or ambiguities found in the drawings and specifications to Owners Representative for clarification and resolution, before bids are submitted. Owner will issue a clarification Addendum as required.
 2. No allowances will be made in favor of the FSEC for errors, omissions and ambiguities reported after the Award of Contract.
 3. In the event of a conflict between documents the following will govern:
 - a. The most recent issued documents will take precedence over previously issued documents.
 - b. Conflicts within the contract documents and subsequent interpretation shall be made observing this order: Code requirements take precedence over stated requirements elsewhere in the documents; More stringent requirements take precedence over less stringent requirements; and the Greater Quantity and Greater Quality take precedence over the lesser of the same.
- C. Requirements of Regulatory Agencies: All work and materials will be provided in accordance with the latest rules of the governing State and Local Health Departments, the current National Sanitation Foundation Standards, and all other Authorities having jurisdiction with this project.
1. Regulations, including Mechanical, Electrical, Building, and all other applicable codes having Jurisdiction will be followed, which includes, but is not limited to, the following agencies:
 - a. National Sanitation Foundation (NSF)
 - b. Underwriters Laboratory (UL) Electrical equipment and UL300 for Fire Systems
 - c. American Society of Heating, Refrigeration and Air Conditioning Engineers (ASHRE)
 - d. American Society of Mechanical Engineers (ASME)
 - e. National Electrical Code (NEC)
 - f. National Fire Protection Association (NFPA)
 - g. American Society of Tested Materials (ASTM)
 - h. Occupational Safety and Health Agency (OSHA)
 - i. International Conference of Building Officials (ICBO)
 - j. ADAABAAG (Americans with Disabilities Act and Architectural Barriers Act Accessibility Guidelines 36-CFR, Part 1191 (US Code, Title 25, Section 2005)
 2. National Sanitation Foundation requirements: Completed units and installation shall meet NSF requirements. The NSF label shall be affixed to an interior panel directly adjacent to door.
 3. Underwriters' Laboratory Requirements: Complete units and installation, including refrigeration systems, shall be approved by Underwriters' Laboratories.
 4. No extra charge will be paid for furnishing items required by the regulations, as set forth in this section or in the General Conditions of this specification, but not specified or shown on the drawings.
 5. Rulings and interpretations of the enforcing agencies shall be considered a part of the regulations.
 6. Comply with all laws, ordinances, rules, orders and regulations relating to the performance of the work, the protection of adjacent property, and the maintenance of passageways, guard fences and other protective facilities.
 7. Test and regulate all equipment in the presence of the Owner and appropriate inspectors if required, proving it to be operating properly, and provide instruction in the use of any item requested.

- D. Maintenance Instructions: Provide a warranty service representative during installation and on first day of operation. Representative shall be well informed as to all phases of the Work. Put equipment into proper operating condition. Copies of instructional, operational, and maintenance manuals or charts for equipment shall be furnished to Owner, unless permanently fastened to equipment, to satisfaction of Owner. Factory representative shall instruct Owner's employees in proper use and maintenance schedule to be followed.

1.5 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Delivery of Materials and Equipment
1. Schedule delivery and installation work to afford a minimum of inconvenience to, or interference with, the normal and continuous use by the Owner of existing buildings, facilities, services and utilities, and areas in which the work will be performed. Provisions for the storage of any equipment item at the jobsite, before the commencement of installation must be agreed upon with the Owners Representative beforehand. Under no circumstances will an agent of the Owner, Architectural Trade, CM or GC be asked to sign for equipment or services at the job site that are the responsibility of the FSEC.
 2. Pack equipment to properly protect it from damage. Mark equipment with a number corresponding to the number assigned in the Specification.
- B. Storage and Handling
1. When applicable, existing equipment, which is to be salvaged and reused as indicated in the plans, shall be disconnected by the proper trade contractor and the FSEC shall set this existing equipment in place and it shall be connected by the proper trade contractor. The items which are not to be reused shall be disconnected by the proper trades and disposed of as determined by the Owner/Owner's representative.

1.6 ALTERNATIVES AND ALLOWANCES

- A. Each bidder represents that his bid is based upon the materials and equipment described in the Bidding Documents and as follows:
1. The specified products used in the design of the project establish minimum standards of function, dimension, appearance and quality in which substitutes must meet to be considered acceptable.
 2. No substitution will be considered in the base bid unless written request has been submitted to the Owners Representative for approval at least ten (10) days prior to the date for receipt of the bids.
 3. Substitutions will be considered upon written request submitted along with and attached to the Bid Form. Each request shall include a complete description of the proposed substitute, including drawings, cuts, performance test data and any other data or information necessary for complete evaluation. This shall not relieve the Bidder from bidding on the items as specified in the Base Bid.
 4. Each Bidder, in submitting his request for substitution, agrees that if his proposed material, product or equipment is approved and subsequently used in the Work, he shall assume all costs incurred for additional work including all work and changes performed under other contracts.
 5. The approval or rejection of a proposed substitution is vested in the Owners Representative whose decision shall be final and binding. The determination may or may not express the reason for the decision. Substitutions will be approved by Addendum. No information or approval will be made in any other manner.
 6. Once a contract has been awarded, substitutions may be considered during a Value Engineering period if the Owner has requested such information.

1.7 WARRANTY/CORRECTION PERIOD

- A. Warranty: Equipment furnished under this contract shall be guaranteed for a period of one (1) calendar year from date of substantial completion of project unless otherwise noted. Any parts requiring replacement due to damage during installation or defective material or workmanship during this period shall be promptly replaced with new parts without cost to the Owner. Replacement parts and repairs shall be guaranteed for a period of one (1) calendar year from date of replacement or repair. The single exception to the responsibility of providing warranty is: existing equipment that has been relocated and/or Owner furnished equipment that has been used or put into service prior to the final installation.
- B. Refrigeration compressors: Shall have the manufacturer's extended five (5) year warranty.
- C. Refrigeration compressors: When specified, shall have a twelve (12) month service contract providing parts replacements and 24 hours per day, seven (7) days per week, local service and maintenance, starting from date of acceptance by Owner.
- D. Equipment: Shall be serviced within a reasonable time under the guarantee by a competent local service agency. When the complete breakdown of a piece of equipment occurs, service shall be performed within 24 hours of the request. If the service agency is unable to or does not make the necessary repairs or replacements promptly, the Owner will have the necessary repairs and replacements made and charge the FSEC.

1.8 QUALIFICATIONS

- A. Qualifications: The Foodservice Equipment Contractor must be capable of purchasing all equipment and materials as required by the Specifications, and perform all services required in a timely manner, and as dictated by the Construction Schedule. The FSEC project manager must have a minimum of (ten) 10 years' experience in the Construction Industry performing similar tasks.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Stainless steel (s/s): Type, 304, not-magnetic, austenitic 18% chrome, 8% nickel, corrosion resistant alloy steel, #4 finish. Sheets shall be flat, or first grade and free of all buckles and surface imperfections.
- B. Galvanized iron (GI): Armco iron or an approved grade copper bearing steel.
- C. Gauges: Sheet iron and sheet metal shall be U.S. Standard Gauge and finished equipment gauge thickness shall not vary more than 5% plus or minus from thickness indicated below:

1.	Gauge	<u>Thickness</u>	<u>Gauge</u>	<u>Thickness</u>
	#10	0.1406	#16	0.0625
	#12	0.1094	#18	0.050
	#14	0.0781	#20	0.0375

 - 2. Unless otherwise specified, no material lighter than #20 gauge shall be incorporated in the Work.
- D. Stainless steel pipe and tubing: Seamless or welded, or gauge specified and of gauge specified and of true roundness. Seamless tubing shall be thoroughly and correctly annealed, ground

smooth and polished. Welded tubing shall be thoroughly heat treated and properly quenched to eliminate precipitation, drawn true to size and roundness and polished to match stainless steel sheets.

- E. Framing: Structural sheet members consisting of angles, bands, bars, and channels, shall be ductile in quality, free of hard spots, runs, checks cracks and other surface defects. They shall be smooth, galvanized by the hot dip method with all surplus removed, and free of runs, blisters, excess spelter and uncoated spots or patches.
- F. White metal castings: Corrosion-resistant metal containing not less than 30% nickel; rough ground, polished and buffed to bright luster; free from pit marks, runs, checks, burrs and other imperfections. In lieu of white metal castings, stainless die-stamped or cast shall be acceptable.

2.2 FINISHING

- A. Stainless steel: Polish to a #4 commercial finish where exposed, #2B where unexposed. The grain of polishing shall run in the same direction where possible.
- B. Paint: Not acceptable on this project.
- C. Undercoating: Spray with a sound deadening material under sink bowls only.

2.3 CUSTOM FABRICATION STANDARDS

- A. Qualifications: Minimum (Ten) 10 years' experience in similar work; produce custom fabricated equipment at one shop; preferred fabricator: BSI
- B. Authorized Equipment Fabricators: The companies that are approved custom stainless steel equipment fabricators must have been in business for at least 10 years, are certified NSF fabricators and have produced equipment of a similar nature as the equipment specified and designed; request for substitutions can be made per Article 1.06.
- C. Counters and Cabinets
 - 1. Unless otherwise specified, counters shall be formed of 14 ga. s/s. As its lowest point, table shall be approximately 36" from finished floor. In general, all free edges shall be the marine edge type as described below.
 - 2. Marine edges shall be turned up 1/2" at 45 degrees and rolled outward and downward 180 degrees on a minimum 1-1/2" outside diameter. Outside corners shall be rounded on a 2" radius. The top of the roll, unless otherwise specified, shall be 36-1/2" from finished floor.
 - 3. Unless otherwise specified, cabinets shall be formed of 14 ga. s/s with doors, drawers and hardware as indicated in the drawings. Cabinets to be securely mounted to floor and wall members.
 - 4. Backsplashes formed of the same piece as the top. Form the top of the return on a 45 degrees angle, and shall have a 1" return unless otherwise detailed and/or specified. The splashes may be secured to wall with either metal "Z" clips or with screw fasteners. If screw fasteners are used, the heads shall be ground off and the surface grained and polished. In either case, splash shall be sealed at top to wall with clear silicone sealant as previously described. Rolled edges abutting splashes shall be continuously welded thereto, and the ends of splashes shall be closed by such welding.
 - 5. Reinforcing shall be welded to the underside of all table tops in the form of stainless steel hat sections or channels around the entire outer perimeter with cross members on 24" maximum centers. All ends shall be welded closed.
 - 6. Elevated shelves. Unless otherwise specified, shelves shall be formed of 16 ga. s/s and shall have squared-down free edges as previously described for work countertops. Edges

abutting walls or other fixtures shall be turned up 2" minimum and crimped back slightly to form a tight fit. Free ends of all shelves shall be closed. They shall be mounted as detailed on drawings above work surface. Weld s/s rigidly and close all ends. Wall shelves shall be supported on 12 ga. s/s cantilever brackets tack welded to reinforcing members and rigidly secured to the wall on 3' - 0" centers, maximum.

7. Undershelves shall be formed of 16 ga. s/s/ sheets. Shelves shall have free edges turned down 90 degrees, and back 1/2" on an obtuse angle, notched around legs, and continuously welded thereto. Edges abutting walls or other fixtures, on both fixed and removable shelves, shall be turned up a minimum of 2" hemmed back. Reinforce the underside of all shelves with galvanized steel members as required for rigidity.
8. Drawers. Drawer front shall be formed of a single thickness of 14 ga. s/s turned outward at the top 12" at 90 degrees, and outward and downward 1" at 45 degrees to form an integral pull. Weld front to a 16 ga. stainless steel cradle which shall suit and be fitted with a drawer insert. Drawer shall be fitted with full extension, roller-bearing drawer slides, Component Hardware #S26 S/S Series, secured to cradle and to an 18 ga. s/s housing welded to counter body. Slides shall be mounted so that drawer is self-closing when empty; Component Hardware complete drawer assembly models S90-0015 and S90-0020 are acceptable.
9. Sinks. Unless otherwise specified, sinks shall be formed of 14 ga. s/s, fully coved, and continuously welded, ground and polished. Pitch sink bottoms to drain openings, which shall be die formed and depressed below the sink bottom. Continuously weld sinks to draintables or fixture tops, where specified. The specified sink depth shall be measured from adjoining work surface. Multiple compartment sinks shall be constructed from one large sink. Weld in double wall partitions, 1" separation between partitions, to form fully-coved sinks.

D. Quality Control:

1. Construction: Include necessary reinforcing, bracing, welding and proper number and spacing of uprights and cross members for adequate strength. Wherever standard sheet sizes will permit, the tops of tables, shelves, exterior panels of cabinet type fixtures, doors and drainboards shall be constructed of a single sheet of metal. Except where required to be removable, flat surfaces shall be secured to vertical and horizontal bracing members by welding or other approved means to eliminate buckle, warp, rattle and wobble. Equipment not braced in a rigid manner and subject to rattle or wobble will be unacceptable, and additional bracing shall be added where required.
2. Pipe Slots: Provided through all undershelves to accommodate necessary utility service lines; slots shall be of proper size and shall be neatly made with turned up ferrule edges on all sides to eliminate cutting or defacing of equipment. Cabinet bases shall be provided with an inner panel duct at ends or rear of cabinet to allow vertical pipe space to conceal vertical piping.
3. Bolts, screws and nuts: Unacceptable on exposed surfaces; where required, they shall be of concealed type and similar composition as the metal to which they are applied. Bolts, screws, nuts and washers shall be steel except where brass or stainless steel is fastened; they shall be of brass or stainless steel respectively. Where dissimilar metals are fastened, bolts, screws, nuts and washers shall be steel except where brass or stainless steel is fastened, they shall be of brass or stainless steel respectively. Where dissimilar metals are fastened, bolts, screws, nuts and washers shall be of highest grade metal. The spacing and extent of bolts and screws shall be to insure suitable fastening and prevent bulging of the metals fastened. Where bolt or screw threads on the interior of fixtures are visible or may come in contact with hands or wiping cloths, they shall be capped with stainless steel lock washer & castle nut. Where screw threads are not visible or readily accessible, they may be capped with a standard lock washer and steel nut threaded to prevent rusting or corroding. Wherever bolts or screws are welded to the underside of trim or tops, the reverse side of the weld shall be neatly finished, uniform with the adjoining surface of the

- trim or the top. Depressions at these points are not acceptable.
4. Rivets: Unacceptable as a method of fastening in any location on fabricated equipment.
 5. Trim is not an acceptable substitute for accuracy and neatness. Where trim is required and accepted by the Owner in lieu of rejection of equipment, the trim shall be provided at no cost to the Owner.
 6. Equipment that butts or is adjacent to a wall shall be neatly sealed to the wall with silicone rubber sealant. Equipment in wall openings, recesses or abutting a wall that cannot be easily sealed with silicone shall be trimmed with stainless steel or other material acceptable to the Owners Representative. Exposed fasteners are not acceptable.
 7. Name plates affixed to fabricated equipment are acceptable as required by the Inspecting jurisdictions.
 8. Welding shall be by the heliarc method and shall be with a welding rod of the same composition as sheets or parts welded. Welds shall be complete welds, strong and ductile, with excess metal ground off and joints finished smooth to match adjoining surfaces. Welds shall be free of mechanical imperfections such as gas holes, pits, runs and cracks, and shall have the same color as adjoining sheet surfaces. Joints on tops and exposed cabinet faces (at operator's side) shall be continuously welded so that the fixtures appear as one (1) piece construction. Butt welds made by spot welding straps under seams, filling in the void with solder and finished by grinding are not acceptable.
 9. Spot welds: Shall have a maximum spacing between welds of 3". Tack welds shall have at least 1/4" length of welding material at a maximum spacing of 4". Welds at the ends of channel battens shall not exceed 2" centers.
 10. Galvanized iron: Not acceptable in any exposed areas for this project.
 11. Butt joints and contact joints: Shall be close fitting and shall not require trim. Wherever break bends occur, they shall be free of undue surface marks and, where such breaks mar the uniform surface appearance of the material, all such marks shall be removed by grinding, polishing and finishing. Sheared edges shall be free of burrs or irregular projections and shall be finished to eliminate danger of cutting or laceration. Overlapping materials are not acceptable where miters occur.
 12. Grain of polishing: Shall run in the same direction on all horizontal and on all vertical surfaces on each individual item of fabricated equipment. Where table or sink tops join at right angles, the finish shall terminate in a mitered edge. Where sinks and adjacent drainboards are equipped with backsplash, the grain of polishing shall be consistent in direction throughout the length of the backsplash and sink compartment.

E. Built-in and Counter-Mounted Equipment

1. Built-in equipment shall be installed in fixtures according to the most sanitary methods recommended by the various manufacturers. Equipment built into base cabinet shall be fitted neatly and tightly into accurately sized openings and fitted with trim strips if required to eliminate crevices. All elements, controls, fittings, etc., shall be wired and/or piped within the counter to an accessible junction point. All receptacles, switches, valves and fittings required for the specified equipment mounted in, on or adjacent to counter (except wall-mounted receptacles) shall be furnished and installed by the Contractor. Every effort shall be made to conceal electrical cords, wiring, piping and fittings within base cabinet of fixture, tubular stanchions, etc. Punch ferrules, no less than 3/4" high, in countertops to accommodate cords, wiring and/or piping. Chases, raceways, etc., shall be furnished in counters for all service utility lines to obviate unnecessary cutting and patching of shelves or counter bodies. The lines shall be easily accessible for servicing but shall be protected and separated from working areas where possible.

2.4 REFRIGERATION

A. Section Includes:

1. Provide pre-engineered, remote compressor/condenser, under-counter refrigeration as

- indicated in the drawings and specifications.
2. Provide compressor/condenser, evaporator, and related accessories for under-counter refrigeration.
 3. Provide necessary controls and miscellaneous refrigerating items necessary for a complete automatic installation, including solenoids, starters or contactors, filters, dryers, and expansion valves.
 4. Compressors/condensers to be remote, located in adjacent refrigerator condenser cabinet.
 5. Provide closure trim to close off between adjacent equipment or wall surfaces. Closure trim material shall match adjacent equipment.
 6. Provide required piping, wiring, controls, conduit, and accessories between compressor/condenser units and evaporators. Provide wiring between compressor/condenser units and power source in general area. Provide condensate piping between evaporators and condensate floor drain. Provide escutcheons at utility penetrations through panels. Piping sleeve, if required, to pass through carbody by ARRC.
 7. Provide LED lights (1 per door).
- B. Doors: (2) outside swinging doors, (4) center drawers per plan;
1. Handle: Standard Manufacturers handle.
 2. Door Closer: Standard factory closure to automatically close door firmly within 1 inch of full closure on all doors.
- C. Thermometer: Digital Thermometer with alarm and light monitor.
- D. Refrigeration Systems
1. Air Cooled condensing unit: mounted under convection oven on right side of refrigeration unit.
 2. Evaporator: Forced convection style, match to the condensing unit for a working system; run coil drain lines inside box in a neat manner; minimize line runs and plumb per current Codes.
 3. Refrigeration Lines: Run lines behind refrigerator between the refrigeration system components.
 4. Refrigeration Controls: Liquid line solenoid valve and thermostatic expansion valve for each Evaporator; demand defrost for the refrigeration systems, locate at the refrigeration coil.
 5. System Operation: Complete system capable of maintaining the interior temperatures specified:
 - a. Refrigerator: 35 degrees
 - b. Freezer: -10 degrees
 6. Installation: Installation performed by a qualified Refrigeration Contractor or Sheet Metal Contractor.
 7. Undercar Condensing Unit; installed by ARRC.
- E. Piping Insulation:
1. Insulate refrigeration piping completely with 1/2-inch thick Armaflex, AP or Rubatex pipe insulation.
 2. Install in accordance with manufacturer's instructions.

2.5 EXHAUST HOOD - VENTILATION

- A. Section Includes:
1. Provide pre-engineered ventilation equipment in sizes shown on Drawings and as specified.
 2. Furnish and install specified equipment in locations shown on Drawings, leaving same with cutouts and threaded outlets, or type of connections for other Contractors to make

- plumbing, electrical, and ventilation connections.
 - 3. Provide anchor bolts, sleeves, wall hangers, and other built-in parts.
 - 4. Provide necessary controls and miscellaneous items necessary for a complete automatic installation.
 - 5. Provide closure panels and related steel angle support framing which closes off space between top of exhaust ventilator and ceiling on exposed sides. Closure panel material to match adjacent exhaust ventilator material.
 - 6. Provide stiffener angles at structural joists.
- B. Exhaust Hood fabrication:
- 1. Construction: Fully welded; all 16 gauge Type 304 stainless steel per Article 2.02, para. B stainless steel; #4 finish including exposed rear; exterior corners fully welded, ground and polished; length and depth per plan; provide duct collar; conceal plumbing and wiring.
 - 2. Exhaust and Supply Requirements: Design for use and function at project engineered volume.
 - 3. Code Compliance: See Article 1.4.
 - 4. Duct Temperature Sensor: heat activated; Underwriters Laboratories listed; micro-switch on duct collar inter-wiring to shut down exhaust fan when micro-switch is activated.
 - 5. Order ticket holder: mounted to hood surface directly under plate dividers.
 - 6. Design: See item specification for designs required for this project.
 - a. Filter Hoods: Underwriters Laboratory classified stainless steel self-draining removable; built-in recessed stainless steel grease cup; one cartridge removal tool per project.
 - 7. Hood Installation:
 - a. Mounting: Height as shown, not to exceed 6'-0" above finished floor; free from vibration and distortion; coordinate with ceiling construction and ceiling heights; provide stainless steel hanger brackets and mounting angles.
 - b. Trim: Conceal fasten 18 gauge stainless steel trim or enclosure panels from top of hood to ceiling.
 - c. Interconnections: Make all plumbing, fire suppression system and electrical interconnections.
- C. Specified Model Numbers and Owner approved equals: Manufacturer's model numbers referred to in these Specifications are set as a standard. Other products equal to that specified may be used if approved by Architect prior to receiving Bids as specified in the Bidding Requirements

2.6 FIRE SYSTEMS

- A. Fire Protection Systems to include:
- 1. General: Build into exhaust hood at time of fabrication; run piping and conduit unexposed except nozzle drops; include piping and cable, tees and elbows, nozzles and components for fuel shut-off; provide protection for exhaust hood plenum, duct collar, cooking surfaces, grease filters, and floor protection.
 - 2. Code Compliance: See Article 1.4; comply with NFPA 13, 17 and 96, local codes and Underwriters Laboratory 300; submit shop drawings to code authorities and secure approval prior to system fabrication.
 - 3. Systems: UL standard 300 Listed System.
 - a. Wet Chemical: Automatic and remote manual actuation; stainless steel control cabinet; cable and conduit; manual reset relay when applicable; installation and certification by factory trained personnel; mount control cabinets at the ceiling where shown on plan without exposed piping and conduit; minimum of one remote flush mounted manual pull station per system; coordinate location with local fire

authorities.

4. Piping: Schedule 40, standard weight, hot-dipped galvanized steel pipe; dipped galvanized iron standard weight fittings; chrome plate exposed piping; no exposed threads.
- B. General Provisions:
1. UL Standard 300 Listed System
 - a. Pre-Engineered Automatic Wet Chemical Agent
 2. FSEC responsible to provide a complete, approved, and operational fire suppression system for the kitchen exhaust ventilator(s).
 3. Mount system in a stainless steel enclosure with access door. Enclosure shall be provided with necessary knock outs for services and visual status indicator.
 4. Submit Shop Drawings to local authority having jurisdiction and Owner.
 5. Obtain necessary permits.
 6. Exposed piping to be chrome plated. All hood penetrations to be sealed with UL listed grease tight seals.
 7. Installation: Install system in accordance with manufacturer's design, installation, recharge, and maintenance manual. All piping and conduit to be installed plumb and straight in a professional manner. Field test shall be conducted by authorized manufacturer's service/installation agent. Field test shall be witnessed by local fire code authority and Owner's representative.
 8. New Connections:
 - a. Electrical Contractor to provide connections to equipment.

2.7 PLUMBING

- A. Plumbing components and connections to include:
1. Water inlets: Locate above the positive water level to prevent siphoning of liquids into the water system. Wherever conditions require a submerged inlet, place a suitable check valve and vacuum breaker on the fixture to prevent siphoning. Where exposed, piping and fittings shall be chrome plated.
 2. Faucets: T&S Brass as specified; non-splash aerators; or equal by Chicago.
 3. Provide suitable pipe slots and/or do all drillings, punching and cutting of equipment required to provide access for mechanical connections and/or runs. Such work, when performed at the job site, shall be of the same quality as similar work performed in the shop.
 4. Horizontal piping lines: Run at the highest possible elevation and not less than 6" above floor; run through equipment so piping does not obstruct storage space.
- B. Exposed piping shall not show tool marks or more than one thread at the fitting.
- C. Plumbing guards: Provide 16 gauge stainless steel guards where lines are extended into an aisle or other circulation area and vulnerable to damage; guards shall be at least 48" high or as required.

2.8 ELECTRICAL

- A. Electrical components and connections to include:
1. Electrical outlets and receptacles mounted on or in fabricated equipment shall be furnished and installed by the FSEC who shall run all lines to a suitable terminal box (sub-panel, starter or disconnect switch if so specified) with all wires neatly tagged showing item number, voltage characteristics and load information.
 2. All plug-in equipment shall have neoprene cords furnished and installed by the FSEC. The FSEC shall coordinate his work with the Electrical Contractor so that the receptacles provided will match specified plugs installed as part of the plug-in equipment. Changes in

cords and plugs required in the field due to lack of coordination will be the FSEC's responsibility. Modify the length of cords furnished with the equipment to a suitable or appropriate length.

3. The FSEC shall install and interconnect, when necessary, all electrical controls, switches or other units furnished separately.
4. Electrically heated and refrigerated equipment and/or components, such as food warmers, heat lamps and cold pans, shall be internally wired to a thermostatic control or on/off switch and on/off red indicator light, both mounted in view.
5. Conduit: Rigid steel; zinc coated where unexposed and chrome plated where exposed; conceal wherever possible.
6. Motor driven appliances or electrical heating units shall have suitable control switch or starter, furnished by the FSEC, or proper type and in accordance with local and Underwriters' codes whenever such equipment is not built. FSEC to provide exposed fused disconnect at all motors larger than 1/2 hp or per code requirements; all other line switches, fittings and connections, when not an integral part of the equipment will be furnished and installed by the Electrical Contractor, unless otherwise specified.
7. Equipment included in the Work shall be wired, wound or constructed to conform to the characteristics of electrical and other services at the Project premises.
8. Furnish wiring and connection diagrams with electrically operated machines and for all electrically wired fabricated equipment.
9. Equipment shall be rigid and free from objectionable vibration and noise.
10. Motors: Drip-proof, splash proof or totally enclosed type, having a continuous duty cycle and ball bearings except small motors which may have sleeve bearings; windings impregnated to resist moisture; appropriately enclose when located where subject to deposits of dust, lint, water or other matter; mount on vibration elimination pads. Horsepower requirements on driven equipment shall be determined by the manufacturer based on normal operation of the equipment at maximum capacity.
11. Cover plates: Electrical outlets, receptacles and switches shall match the material and finish of the equipment to which they are fastened when finished as a part of the equipment.
12. Outlets and receptacles: Where indicated shall be deck-mounted on fabricated equipment, shall be National Electrical horizontal design grounded type service fittings Type 803GC and 904C; recessed single or duplex receptacles indicated as 120 volt and mounted in equipment splashes and aprons shall be grounded; Hubbell #5251 and #5252 or approved equal unless noted otherwise; when shown, provide receptacles in a Cast Aluminum housing, Component Hardware models R58-1010, for single receptacle or R58-1020 for back-to-back receptacles; provide s/s cover plates.
13. Fluorescent or LED light fixtures where specified or detailed as part of counters, walk-in refrigeration, cases or fixtures, ballast's and lamps or light fixtures shall be provided and installed. Provide warm white lamps unless otherwise specified. Where lights are over food storage or preparation, install a non-breakable sleeve over the lamp.
14. Electrically operated equipment shall be approved by Underwriters' Laboratories (UL) and shall comply with National Electric Code, Standards of National Electrical and Electronics Engineers and National Board of Fire Underwriters.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Equipment installation shall conform to current Standards and Revisions established by the National Sanitation Foundation, Ann Arbor, Michigan, and to prevailing local codes and regulations.
- B. Provide a competent service representative during installation and on the first day of operation.

The representative shall be well informed as to all phases of the Work. Put into proper operating condition all equipment and instruct the Owner's employees in the proper use and maintenance schedule to be followed thereafter. Copies of all instructional, operational and maintenance manuals or charts for equipment shall be furnished to the owner unless permanently fastened to the equipment to the satisfaction of the Owner.

- C. Qualification of installers: Minimum 10 years' experience in this and similar work, including field welding.
- D. Sealing: Seal equipment against walls or other fixed equipment with silicone sealant, 1/4" maximum width.
- E. Trim: Material to match equipment surface; trim equipment in wall openings, recesses, or abutting a wall that cannot be effectively sealed with silicone; exposed fasteners are not acceptable.
- F. Cutting and Patching: Cut and/or drill tops, backs or other elements for service access, outlets, fixtures, and fittings; cut and patch foodservice equipment as required for equipment installation or service.
- G. Protection: Protect equipment from damage until final cleaning and Owner acceptance.
- H. Schedule: Comply with project construction schedule; notify the Owners representative at least 30 days in advance (in writing) if schedule cannot be met.
- I. Damage and/or Loss: Replace or repair items that are lost or damaged prior to owner acceptance.

3.2 FIELD MEASUREMENTS

- A. Dimensions shown on Contract Documents are approximate and as accurate as can be determined at this time. Field dimension all measurements at the car conditions. Where obstructions occur, equipment shall be neatly scribed, fitted to and around the obstruction, resulting in a sanitary homogeneous fixture. Actual sizes specified herein.

3.3 PREPARATION OF SURFACES

- A. Assume the expense and coordinate cutting and patching of walls, partitions, ceilings and floors necessary to receive equipment caused by incorrect finished equipment dimensions, or by failure to coordinate with other trades.

3.4 FIELD QUALITY CONTROL

- A. Maintain at the site of the Work one (1) copy of the Plans, Specifications and Shop Drawings and at all times give the Owner and representatives of the Owner access thereto.
- B. The FSEC shall have an experienced field representative on the site to coordinate with other trades and assist the trades in establishing proper rough-in locations as shown on the rough-in plan. Check all rough-in connections once installed to insure that the equipment service connections are as close to rough-in locations as possible.

3.5 ADJUSTMENT AND CLEANING/DEMONSTRATION AND TESTING

- A. Protect motors, pumps, electrical control centers, heating elements and all similar items, which are a part of the Work, from dirt, grime, plaster and water during all phases of construction. Protection shall be to the satisfaction of the Owner.
- B. Clean and polish all equipment prior to the inspection and acceptance of the Work by the Owner.
- C. Demonstration: Schedule times with the owners representative to provide instruction on the maintenance and use of each item; demonstrate operation to appropriate inspectors if required; verify that copies of instruction, operational maintenance manuals have been provided in a timely manner to the operator.
- D. Testing: Test, regulate and put into proper operating condition; calibrate controls, including thermostats; coordinate dishmachine testing with detergent supplier.

3.6 DAMAGE AND/OR LOSS

- A. All responsibilities shall rest with the FSEC for any damage or loss to the Work incurred prior to Owner acceptance. Items that are lost or damaged shall immediately be replaced or repaired to a new condition at the FSEC's expense to the complete satisfaction of the Owner.

3.7 FOODSERVICE EQUIPMENT

A. A-END SERVER STATION EQUIPMENT

- 1. DROP-IN ICE BIN.
Regency 18"x12"x10" deep or approved alternate.
 - A. Features: 20GA 304 S/S construction, 1" centered drain, SS lid, insulated & NSF listed.
- 2. COFFEE BREWER
Bunn, MODEL CWTF15-1, PF (single lower warmer).
 - A. Features: 8.5" width, all stainless steel construction, hot water faucet, plumbed 20-90psi, 1/4" Male flare fitting.
 - B. Accessories: Black plastic funnel.
 - C. Electrical: 120V/60/1-ph, 12.3 Amps, cord and plug.
- 3. REFRIGERATED DISPLAY CASE (PIE CASE)
Avantco, MODEL BCS-48-HC 48" or approved alternate.
 - A. Features: Black refrigerated bakery display case with LED lighting, air circulating, two sliding glass door, 8+cu.ft. capacity, digital controls, 33-40 degree F temperature range, R-290 refrigerant.
 - B. Accessories: Two wire shelves.
 - C. Electrical: 110V/60/1-ph, 3.9 Amps, cord and plug.
- 4. UNDER-COUNTER BAR REFRIGERATOR
True, MODEL TUC-24-HC
 - A. Features: All stainless front, top and ends, coated steel back, clear-coated aluminum liner, 33-38 degree F temperature range, high density polyurethane insulation.
 - B. Accessories: PVC coated wire shelves.
 - C. Electrical: 115V/60/1-ph, 2.0 Amps, cord and plug.

5. **INSTANT HOT WATER HEATER**
 Bosch, MODEL TRONIC US12
 - A. Features: Electrically powered, tankless instant hot water heater with solid copper heat exchanger tubing, copper-sheathed elements, tough plastic housing, 10-150psi water pressure range, water flow activated, ½" NPT male connections.
 - B. Accessories: none.
 - C. Electrical: 208V/60/1-ph, 50.0 Amps, cord and plug.
6. **SODA CARBONATION SYSTEM**
 McCann's, MODEL Big Mac Fastflow E400397
 - A. Features: Brass water pump, stainless steel construction, backflow prevention device, 100gph maximum, 32fl. ounce tank, 1/4" male flare CO2 inlet, 3/8" male flare water inlet, 3/8" male flare soda water outlet.
 - B. Accessories: PN 16-0856 Pump Saver
 - C. Electrical: 115V/60/1-ph, 6.5 Amps, cord and plug.

B. A-END SERVER STATION FABRICATED EQUIPMENT

7. **RIGHT SIDE OVERHEAD STORAGE**
 Custom fabricate per plan, elevation and details. Measurements to be verified on plans.
 - A. Features: 18 GA 304 SS, 77"x12"x17" overall dimensions, stainless steel cabinet construction, bottom shelf only, (4) doors.
8. **RIGHT SIDE CABINET AND 'L' COUNTER WITH SINK**
 Custom fabricate per plan, elevation and details. Measurements to be verified on plans.
 - A. Features: 77"x38"x36" high, 'L' shaped 14 ga 304 S/S top with marine edge; 18 ga 304 S/S cabinet base; 16 ga 304 S/S adjustable under-shelf; one 14 ga 304 S/S 10"x14"x5" deep handwash sink with component hardware drain.
 - B. Special Features: Four flush mounted hinged doors with latches, mounted as shown;
9. **LEFT SIDE CABINET AND COUNTER**
 Custom fabricate per plan, elevation and details. Measurements to be verified on plans.
 - A. Features: 50"x26"x36" high, 14 ga 304 S/S top with marine edge; 18 ga 304 S/S cabinet base; 16 ga 304 S/S adjustable under-shelf.
 - B. Special Features: Two flush mounted drawers with soft close slides, two glass rack shelves slanted down at back.
10. **LEFT SIDE PIE CASE SHELF**
 Custom fabricate per plan, elevation and details. Measurements to be verified on plans.
 - A. Features: 50"x26", 14 ga 304 S/S shelf with marine edge;

C. B-END GALLEY EQUIPMENT

11. **MICROWAVE OVEN / STEAMER**
 Panasonic, MODEL NE-2180, PRO2 Sonic Steamer Microwave Oven.
 - A. Features: Sonic Steamer Microwave Oven, vent less, 2100 Watts, 1.6 cu ft. capacity, connectionless, re-thermalizer, (5) power levels, (4) heating elements, 3-stage cooking, 16 program memory capacity, digital display, dial timer, removable center shelf, see-thru drop down door, stainless steel cabinet & cavity, UL, NSF
 - B. Special Features/Accessories: 1 year parts & labor warranty and 3 year magnetron warranty (labor for magnetron replacement is not covered in years 2 and 3)
 - C. Electrical: 208V/60/1-ph, 20.0 amps, NEMA 6-30P cord and plug.

12. HEAT LAMP
Hatco, MODEL GRA-30
 - A. Features: Glo-Ray® Infrared Strip Heater, 30" W, standard wattage, tubular metal heater rod, single heater rod housing, aluminum construction, 450 watts, NSF, CE, cULus, Made in USA
 - B. Special Features/Accessories: One year on-site parts & labor warranty, plus one additional year parts only warranty on all Glo-Ray metal sheathed elements. RMB-3F Remote Control Enclosure, (1) toggle switch, (1) indicator light. Clear Anodized Aluminum housing.
 - C. Electrical: 120v/60/1-ph, 3.8 amps, cord and plug.
13. STEAM TABLE (2 EACH)
Wells, MODEL HSW-6D
 - A. Features: Half-Size Food Warmer, top-mount, built-in, electric, one 12" x 10" pan opening with drain, wet/dry operation, thermostatic control, stainless steel construction, Wellslok, UL, 0.62kW
 - B. Special Features/Accessories: Limited 2 year parts & 1 year labor warranty.
 - C. Electrical: 208v/60/1-ph, 3.0 amps
14. HOTPLATE (2 EACH)
Wells, MODEL H-706
 - A. Features: Hotplate, built-in, electric, 14-3/4" W, two burners, 9" Ø solid cast iron elements, with (2) infinite heat controls, front mounted, recessed control panel, stainless steel drip tray, Wellslok, 3000w, RU, NSF
 - B. Special Features/Accessories: One year parts and labor warranty, One year warranty on cast iron grates, burners & burner shields
 - C. Electrical: 208v/60/3-ph, 14.5 amps
15. GRIDDLE
Wells, MODEL G-136
 - A. Features: Griddle, built-in, electric, smooth polished steel griddle plate, 22"W x 18"D cooking surface, stainless steel construction, zoned thermostatic heat control, RU, NSF-4
 - B. Special Features/Accessories: One year parts & labor warranty.
 - C. Electrical: 480v/60/3-ph, 35 amps
16. COOK AND HOLD OVEN
Alto-Shaam, MODEL 1000-TH/II
 - A. Features: Griddle, built-in, electric, smooth polished steel griddle plate, 22"W x 18"D cooking surface, stainless steel construction, zoned thermostatic heat control, RU, NSF-4
 - B. Special Features/Accessories: One year parts & labor warranty.
 - C. Electrical: 208v/60/1-ph, 14.5 amps, cord and plug.
17. CONVECTION OVEN
Hobart, MODEL HEC 20-208V
 - A. Features: Convection Oven, Electric, Half-size, single-deck, solid state thermostat, 60 minute timer, 2-speed fan motor, porcelain interior, (5) racks, glass door, stainless steel front, sides, top & back, adjustable 4" legs.
 - B. Special Features/Accessories: warranty; One year parts, labor & travel time during normal working hours.
 - C. Electrical: 208v/60/1-ph, 26 amps, cord and plug.

18. DISHWASHER, UNDERCOUNTER
Jackson, MODEL WWS DISHSTAR HT
 - A. Features: DishStar® Dishwasher, undercounter, 24-1/4"W, high temperature sanitizing with built-in 70°rise booster heater, approximately (24) racks/hour, (1.1) gallons of water per rack, universal timer, built-in chemical pumps, auto-fill, stainless steel wash pump, cabinet finished in stainless steel, 1 HP, ETL-Sanitation, ETL.
 - B. Special Features/Accessories: 04820-100-04-07 Pressure Regulator 1/2", 1 year parts & labor warranty.
 - C. Electrical: 208v/60/1-ph, 37.2 amps
19. WATER BOOSTER HEATER
Hubbell, MODEL J1636T4
 - A. Features: All stainless steel construction, 36kW, 16 gal. capacity, electronic temperature control, automatic leak detection system, resettable circuit breakers, built-in pressure reducer, CFC/HCFC-free closed-cell foam.
 - B. Special Features/Accessories: one year parts & labor warranty.
 - C. Electrical: 480v/60/3-ph, 43 amps
20. STANDUP FREEZER
True, MODEL T-19-F-HC
 - A. Features: Freezer, reach-in, one-section, -10°F, (1) solid door, (3) PVC coated adjustable wire shelves, interior lighting, stainless steel door, stainless steel front, aluminum sides, aluminum interior with stainless steel floor, R290 Hydrocarbon refrigerant, 1/2 HP, NEMA 5-15P, UL, UL EPH Classified, Made in USA, ENERGY STAR®, Self-contained refrigeration
 - B. Special Features/Accessories: 7 year compressor, 5 year parts and labor warranty, left door hinge, seismic/flanged legs, 6" (set of 4).
 - C. Electrical: 115v/60/1-ph, 3.7 amps, cord and plug.
21. INSTANT HOT WATER HEATER (2 EACH)
Bosch, MODEL TRONIC US12
 - A. Features: Electrically powered, tankless instant hot water heater with solid copper heat exchanger tubing, copper-sheathed elements, tough plastic housing, 10-150psi water pressure range, water flow activated, 1/2" NPT male connections.
 - B. Accessories: none.
 - C. Electrical: 208v/60/1-ph, 50.0 Amps
- D. B-END FABRICATED EQUIPMENT
22. BUS STATION OVERHEAD STORAGE
Custom fabricate per plan, elevation and details. Measurements to be verified on plans.
 - A. Features: 18 GA 304 SS, 44-3/4"x12"x17" overall dimensions, stainless steel cabinet construction, bottom shelf only, (4) flush doors with latches.
23. BUS STATION LINEN/TRASH CABINET W/ DRINK WELL & DRAIN
Custom fabricate per plan, elevation and details. Measurements to be verified on plans.
 - A. Features: 24"x24"x36" high, 14 ga 304 S/S top with marine edge; 18 ga 304 S/S cabinet base; center partition for trash/linen can separation, two flush mount doors with latches, drink well with drain at back of counter.
24. BUS STATION DISH/BUS TUB RACK
Custom fabricate per plan, elevation and details. Measurements to be verified on plans.

- A. Features: 20"x21"x60" high, 16 ga 304 S/S, 6 shelves for bus tubs or glass racks, provide drain at rear of shelves.
- 25. MICROWAVE SHELF
Custom fabricate per plan, elevation and details. Measurements to be verified on plans.
 - A. Features: 33"x24", 16 ga. S/S, marine edge
- 26. COOKING EXHAUST HOOD & PLATE RACK
Custom fabricate per plan, elevation and details. Measurements to be verified on plans.
 - A. Features: 108"x22", 16 ga 304 S/S, (4) baffles, (10) dividers for plates, connects to 9-1/8" ID hood fan inlet ring, built-in provisions for fire suppression system, order ticket holder mounted directly to hood under plate rack.
- 27. 108" UNDER-COUNTER REFRIGERATOR, PLATING COUNTER & CABINET
Custom fabricate per plan, elevation and details. Measurements to be verified on plans.
 - A. Features: 144"x42" plating counter, 14 ga 304 S/S top with marine edge, 18 ga 304 S/S cabinet construction with two flush doors and latches, S/S refrigerated base, (2) doors, (4) drawers, (2) LED lights (1 per door), prepped for remote refrigeration, 14 ga 304 S/S marine edge top wired for individual stub ups, custom remote condensing unit.
 - B. Electrical: 120V/60/1-ph, ~5 amps.
- 28. OVEN SHELVES & REFRIGERATOR CONDENSOR CABINET
Custom fabricate per plan, elevation and details. Measurements to be verified on plans.
 - A. Features: 34-5/8"x36"x77" high, 14 ga 304 S/S shelves for ovens, 18 ga 304 S/S remote refrigeration condensing unit cabinet with removable vented cover.
- 29. STEAM HOOD & DRYING RACK
Custom fabricate per plan, elevation and details. Measurements to be verified on plans.
 - A. Features: 48"x21" 16 ga 304 S/S slanted steam hood & drying rack.
- 30. DISHWASHING AREA
Custom fabricate per plan, elevation and details. Measurements to be verified on plans.
 - A. Features: 55-7/8"x36" 14 ga 304 S/S top with marine edge, 18 ga 304 S/S cabinet construction with two flush doors and latches, channel base, 14 ga S/S three-place sink, component hardware drains.
- 31. 6" SPICE RACK
Custom fabricate per plan, elevation and details. Measurements to be verified on plans.
 - A. Features: 132"x6" 16 ga 304 S/S shelf.
- 32. PREP SINK COUNTER WITH SINKS (2 PREP, 1 HANDWASH)
Custom fabricate per plan, elevation and details. Measurements to be verified on plans.
 - A. Features: 132"x16"x36" high, 14 ga 304 S/S top with marine edge, (1) one-place handwash sink, (1) two-place prep sink, (3) component hardware drains, 18 ga 304 S/S cabinet construction with (4) 14 ga 304 S/S flush mount, soft-close drawers, (7) 16 ga 304 S/S flush doors with latches.
- 33. PASS THROUGH OVERHEAD STORAGE
Custom fabricate per plan, elevation and details. Measurements to be verified on plans.
 - A. Features: 54"x6"x17" high, 18 ga 304 S/S cabinet construction, bottom shelf only, (4) flush doors with latches.

34. PASS THROUGH COUNTER & CABINET WITH ICE PAN
Custom fabricate per plan, elevation and details. Measurements to be verified on plans.
A. Features: 42"x16"x36" high, 14 ga 304 S/S top with marine edge, 18 ga 304 SS cabinet construction with (2) flush doors and latches, 14 ga 304 S/S ice pan with perforated bottom and basket drain.

E. B-END GALLEY FIRE SUPPRESSION EQUIPMENT

35. FIRE SUPPRESSION SYSTEM
A. Features: UL standard 300 listed, OEM system to integrate with item 26 hood fire suppression system provisions.

F. FAUCETS

36. A-END HANDWASH: T&S BRASS, 5F-4CWX08
37. B-END DISH SINK: T&S BRASS, B-0175-05 PRE-RINSE WITH INLET KIT
38. B-END PREP SINK: T&S BRASS, 5F-4CWX05
39. B-END HANDWASH SINK: T&S BRASS, 5F-4CWX08

END OF SECTION 11 40 00 SPECIFICATION

SECTION D COST SCHEDULE

A bidder's failure to provide the information requested in this SECTION will be cause for rejection of the offer on the basis of non-responsiveness.

Provide Services in accordance with the Terms, Conditions and Specifications listed in SECTION C.

<u>Base Bid - Description</u>	<u>Qty</u>	<u>Unit Cost</u>
Provide, fabricate and install A-end Server Station & B-end Galley equipment per plans and specifications:	1 LS	\$ _____
		Grand Total: \$ _____

AWARD CRITERIA: An award will be made to the low, responsive, responsible bidder that meets the requirements as set forth in the specifications and compliance thereof. The Alaska Railroad Corporation reserves the right to determine that all offered materials will serve the application intended. The bid award is contingent on the availability of Alaska Railroad Corporation and FTA funds. Award will be made in the aggregate.

The Undersigned has read the foregoing ITB and hereby agrees to the terms and condition stated therein by affixing his/her signature below.

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.

BIDDERS NAME AND ADDRESS

COMPANY NAME

SIGNATURE BY AND FOR THE BIDDER

COMPANY ADDRESS

PRINTED NAME OF ABOVE BIDDER

DATE OF BID

CONTACT PHONE NUMBER

CONTACT EMAIL

SECTION E

CONTRACTOR RESPONSIBILITY QUESTIONNAIRE

PART I - INSTRUCTIONS

1. All Bidders/Proposers submitting a Bid/Proposal for federally funded contracts are to complete and submit all Parts of this Questionnaire with their Bid or Proposal. Failure to complete and return this questionnaire, any false statements, or failure to answer question when required, may render the bid/proposal non-responsive. All responses must be typewritten or printed in ink. All information must be legible.
2. Please state "not applicable" in questions clearly not applicable to Bidder/Proposer in connection with this solicitation. Do not omit any question.
3. The completed Questionnaire must be sworn to by a partner (if partnership), a duly authorized officer or individual (if a corporation or LLC), or a principal (if a sole proprietorship).
4. The term "Proposer" includes the term "Bidder" and also refers to the firm awarded the Contract. The term "Proposal" includes the term "Bid".
5. ARRC reserves the right to inquire further with respect to Proposer's responses; and Proposer consents to such further inquiry and agrees to furnish all relevant documents and information as requested by ARRC. Any response to this document prior or subsequent to Proposer's Proposal which is or may be construed as unfavorable to Proposer will not necessarily automatically result in a negative finding on the question of Proposer's responsibility or a decision to terminate the contract if it is awarded to Proposer.

PART II - IDENTITY OF PROPOSER

1. Proposer's Full Legal Name: _____
2. The Proposer represents that it operates as the following form of legal entity: (Check whichever applies and fill in any appropriate blanks.)
 - ☐ an individual or sole proprietorship
 - ☐ a general partnership
 - ☐ a limited partnership
 - ☐ a joint venture consisting of: _____
and _____
(List all joint venturers on a separate sheet if this space is inadequate.)
 - ☐ a non-profit organization
 - ☐ a corporation organized or incorporated under the laws of the following state or country: _____ on the following date: _____
 - ☐ a limited liability company organized under the laws of the following state or country: _____
_____ on the following date: _____

3. Proposer's federal taxpayer identification number: _____
4. Proposer's Alaska business license number: _____
5. Proposer's contractor's license number (for construction only): _____
6. Proposer's legal address: _____

Telephone Number: (____) _____ Fax Number:
(____) _____

7. Proposer's local or authorized point of contract address:

Name: _____ Title: _____

Address: _____

- Telephone Number: (____) _____ Fax Number: (____) _____
8. How long has the Proposer been in business? _____

9. Has Proposer been in business under another name? If so, identify name and dates used.

10. Does your firm consider itself to be an MBE, WBE or DBE?

YES ☐ NO ☐ If answer is "YES," attach a copy of certification.

11. Number of employees: _____ including _____ employees in the State of Alaska.

PART III-CONTRACTING HISTORY

1. Has the Proposer been awarded any contracts within the last five years by ARRC, the State of Alaska, or any other public entity for the same or reasonably similar goods or services sought by this solicitation? If none, answer "No". If yes, on a separate sheet of paper describe those contracts beginning with the most recent. State the name of the contracting entity; give a brief description of the contract and the contract number, the dollar amount at award and at completion, date completed; state the contract period, the status of the contract, and the name, address, and telephone number of a contact person at the agency. Indicate if award was made to Proposer as prime contractor or joint venture. Proposer need not provide more than three such descriptions.

YES ☐ NO ☐

2. Has the Proposer been awarded any private sector contracts within the last five years for the same or reasonably similar goods or services sought by this solicitation? If none, answer "No." If yes, on a separate sheet of paper provide the name and address of the contracting entity, a brief description of work, the dollar amount at award and at completion, date completed, status of the contract and name, address and telephone number of contact person as to each, beginning with the most recent. Indicate if Proposer acted as prime contractor or joint venture. Proposers need not provide more than three such descriptions.

YES ☐ NO ☐

NOTE: ANY "YES" ANSWERS TO #3 BELOW MUST BE FULLY EXPLAINED ON A SEPARATE SHEET OF PAPER AND ATTACHED TO THIS QUESTIONNAIRE.

3. In the past five years has the Proposer been the subject of any of the following actions?

A. Been suspended, debarred, disqualified, or otherwise declared ineligible to bid?

YES ☐ NO ☐

B. Failed to complete a contract for a public or private entity?

YES ☐ NO ☐

C. Been denied a low-bid contract in spite of being the low bidder?

YES ☐ NO ☐

D. Had a contract terminated for any reason, including default?

YES ☐ NO ☐

E. Had liquidated damages assessed against it during or after completion of a contract?

YES ☐ NO ☐

F. Been a defaulter, as principal, surety or otherwise?

YES ☐ NO ☐

G. Been denied an award of a public contract based upon a finding by a public agency that your company was not a responsible contractor?

YES ☐ NO ☐

H. A public entity requested or required enforcement of any of its rights under a surety agreement on the basis of your company's default or in lieu of declaring your company in default?

YES ☐ NO ☐

I. Been denied a performance or payment bond by a surety company?

YES ☐ NO ☐

J. Been required to pay back wages and/or penalties for failure to comply with state or federal prevailing wage or overtime laws?

YES ☐ NO ☐

4. Does Proposer currently possess the financial, organizational, technical, equipment, facilities, and other resources necessary to supply the goods or services sought by this solicitation? If no, on a separate sheet of paper describe how you intend to obtain the resources necessary to supply the goods or services sought by this solicitation.

YES ☐ NO ☐

5. Does Proposer have any present or anticipated commitments and/or contractual obligations that might impact its ability to meet the required delivery or performance requirements of this solicitation? If yes, on a separate sheet of paper describe any apparent conflicts as between the requirements/commitments for this solicitation with respect to the use of Proposer's resources, such as management, technical expertise, financing, facilities, equipment, etc.

YES ☐ NO ☐

PART IV-CIVIL ACTIONS

If "Yes" to Parts IV or V, provide details on a separate sheet of paper including a brief summary of cause(s) of action; indicate if Proposer, its principals, officers or partners were plaintiffs or defendants; define charges explicitly, by what authority, court or jurisdiction, etc. In the case of tax liens, please indicate whether the liens were resolved with the tax authorities. Please submit proof of payment or agreements to pay the liens. Complete details are required!

1. Violations Of Civil Law. In the past five years has Proposer, any of its principals, officers or partners been the subject of an investigation of any alleged violation of a civil antitrust law, or other federal, state or local civil law?

YES ☐ NO ☐

2. Lawsuits With Public Agencies. At the present time is, or during the past five years has Proposer, any of its principals, officers or partners been a plaintiff or defendant in any lawsuit or arbitration regarding services or goods provided to a public agency?

YES ☐ NO ☐

3. Bankruptcy. During the past five years, has the Proposer filed for bankruptcy or reorganization under the bankruptcy laws?

YES ☐ NO ☐

4. Judgments, Liens And Claims. During the past five years, has the Proposer been the subject of a judgment, lien or claim of \$25,000 or more by a subcontractor or supplier?

YES ☐ NO ☐

5. Tax Liens. During the past five years, has the Proposer been the subject of a tax lien by federal, state or any other tax authority?

YES ☐ NO ☐

PART V-COMPLIANCE WITH LAWS AND OTHER REGULATIONS

1. Criminal: In the past five years has the Proposer, any of its principals, officers, or partners been convicted or currently charged with any of the following:

A. Fraud in connection with obtaining, attempting to obtain, or performing a public contract, agreement or transaction?

YES ☐ NO ☐

B. Federal or state antitrust statutes, including price fixing collusion and bid rigging?

YES ☐ NO ☐

C. Embezzlement, theft, forgery, bribery, making false statements, submitting false information, receiving stolen property, or making false claims to any public agency?

YES ☐ NO ☐

D. Misrepresenting minority or disadvantaged business entity status with regard to itself or one of its subcontractors?

YES ☐ NO ☐

E. Non-compliance with the prevailing wage requirements of the State of Alaska or similar laws of any other state?

YES ☐ NO ☐

F. Violation of any law, regulation or agreement relating to a conflict of interest with respect to a government funded procurement?

YES ☐ NO ☐

G. Falsification, concealment, withholding and/or destruction of records relating to a public agreement or transaction?

YES ☐ NO ☐

H. Violation of a statutory or regulatory provision or requirement applicable to a public or private agreement or transaction?

YES ☐ NO ☐

I. Do any principals, officers or partners in Proposer's company have any felony charges pending against them that were filed either before, during, or after their employment with the Proposer?

YES ☐ NO ☐

2. Regulatory Compliance. In the past five years, has Proposer or any of its principals, officers or partners:

A. Been cited for a violation of any labor law or regulation, including, but not limited to, child labor violations, failure to pay correct wages, failure to pay into a trust account, failure to remit or pay withheld taxes to tax authorities or unemployment insurance tax delinquencies?

YES ☐ NO ☐

B. Been cited and assessed penalties for an OSHA or Alaska/OSHA "serious violation"?

YES ☐ NO ☐

C. Been cited for a violation of federal, state or local environmental laws or regulations?

YES ☐ NO ☐

D. Failed to comply with Alaska corporate registration, federal, state or local licensing requirements?

YES ☐ NO ☐

E. Had its corporate status, business entity's license or any professional certification, suspended, revoked, or had otherwise been prohibited from doing business in the State of Alaska?

YES ☐ NO ☐

PART VI-FINANCIAL

Copies of the following documents are to be submitted with this Questionnaire:

1. Proposer's current Alaska Business License, if required by state law.
2. Proposer's Financial Statements (see specific requirements below):

A. PUBLICLY TRADED COMPANIES: Financial information will be accessed on-line. However, if additional information is needed, it will be specifically requested from the Proposer.

B. NON-PUBLICLY TRADED COMPANIES WITH AUDITED OR REVIEWED FINANCIAL STATEMENTS: Statements, including balance sheet, statement of earnings and retained income, with footnotes, for the most recent three years.

C. NON-PUBLICLY TRADED COMPANIES WITHOUT AUDITED OR REVIEWED FINANCIAL STATEMENTS: Company generated financial statements, including balance sheet, statement of earnings and retained income for the most recent three years. The Chief Financial Officer of the corporation, a partner, or owner, as appropriate, must certify these financial statements.

D. SOLE PROPRIETORSHIPS: Refer to C. If financial statements are not generated, please fill out and sign the Financial Statement form attached hereto. Submit one form for each of the most recent three years.

NOTE: ARRC reserves the right to ask for additional documentation if it is reasonably required to make a determination of integrity and responsibility relevant to the goods or services the Proposer will provide to ARRC if awarded a contract. All financial information provided is considered confidential and not subject to public disclosure under Alaska law.

PART VII -VERIFICATION AND ACKNOWLEDGMENT

The undersigned recognizes that the information submitted in the questionnaire herein is for the express purpose of inducing ARRC to award a contract, or to allow Proposer to participate in ARRC projects as contractor, subcontractor, vendor, supplier, or consultant. The undersigned has read and understands the instructions for completing this Questionnaire.

STATE OF _____

COUNTY OF _____

I, (printed name) _____, being first duly sworn, state that I am the (title) _____ of Proposer. I certify that I have read and understood the questions contained in the attached Questionnaire, and that to the best of my knowledge and belief all information contained herein and submitted concurrently or in supplemental documents with this Questionnaire is complete, current, and true. I further acknowledge that any false, deceptive or fraudulent statements on the Questionnaire will result in denial or termination of a contract.

I authorize ARRC to contact any entity named herein, or any other internal or outside resource, for the purpose of verifying information provided in the Questionnaire or to develop other information deemed relevant by ARRC.

Signature of Certifying Individual

Date

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

Signature of Notary

Notary Public in and for the State of _____

My Commission Expires: _____

NOTICE TO PROPOSERS

A material false statement, omission or fraudulent inducement made in connection with this Questionnaire is sufficient cause for denial of a contract award or revocation of a prior contract award, thereby precluding the Proposer from doing business with, or performing work for ARRC, either as a vendor, prime contractor, subcontractor, consultant or subconsultant for a period of five years. In addition, such false submission may subject the person and/or entity making the false statement to criminal charges under applicable state and/or federal law.

Financial Statement

To be completed by Proposers that do not produce company generated financial statements, including balance sheet, statement of earnings and retained income for the most recent three years (one sheet per year.)

ASSETS

Cash on Hand and in Banks	\$ _____
Account and Notes Receivable	\$ _____
Fixed Assets (net of depreciation)	\$ _____
Other Assets	\$ _____
 Total Assets	 \$ _____

LIABILITIES

Accounts Payable	\$ _____
Notes Payable to Banks in next twelve months	\$ _____
Notes Payable to Others	\$ _____
Taxes Payable	\$ _____
 Long Term Liabilities (More than twelve months)	 \$ _____
Other Liabilities	\$ _____
 Total Liabilities	 \$ _____
 Net Worth	 \$ _____

INCOME FROM OPERATIONS

Revenue	\$ _____
Interest	\$ _____
Cost of Goods Sold (if appropriate)	\$ _____
 Gross Profit	 \$ _____
 General & Administrative Expenses	 \$ _____
Depreciation	\$ _____
Interest Paid	\$ _____
 Net Gain or Loss	 \$ _____

I hereby certify that the above information is true and accurate to the best of my knowledge and belief. I understand false statements may result in denial of a contract, and possible debarment for a period of five years.

Signature of Owner or Officer

Date Signed

Company Name

For the Year Ended

Federal ID #

NAME _____

ADDRESS _____

In compliance with your Invitation for Bids No. _____, dated _____, the Undersigned proposes to furnish and deliver all the services and perform all the work required in said Invitation according to the specifications and requirements contained therein and for the amount and prices named herein as indicated on the Cost Schedule, which is made a part of this Bid.

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

Addenda Number	Date Issued	Addenda Number	Date Issued	Addenda Number	Date Issued

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.

Name and Title of Person Signing	Signature
----------------------------------	-----------

Telephone Number	Facsimile Number
------------------	------------------

1

**THIS FORM MUST BE COMPLETED BY PRIME BIDDERS AND SUBMITTED AS PART OF RESPONSE TO SOLICITATION
(PLEASE COMPLETE FOR SUBCONTRACTORS)**

Alaska Railroad Corporation

SUBCONTRACTOR BIDDER LIST FOR FEDERALLY-FUNDED (FTA, FHWA, FAA) PROJECTS

Definition: This is a list of all subcontractors who have bid or provided a quote to you for this contract, including both DBE (Disadvantaged Business Enterprise) and non-DBE subcontractors who **may or may not** be a final participant on the contract.

Name of Firm Complete Address, including Zip Code Telephone Number	Contractor's Business License and Registration Numbers	Scope of Work Bid or Quoted	DBE/non-DBE Status (*<u>See</u> Below)

[CONTINUE SUBCONTRACTOR INFORMATION ON ADDITIONAL SHEETS AS NECESSARY]

*If the sub-contractor is a DBE, please provide the certification number.

Authorized Signature

Date

Name of Firm

ARRC Project Number

SECTION F

*****SPACE INTENTIONALLY LEFT BLANK*****

GENERAL TERMS AND CONDITIONS
(General Service Contracts)
(Revised 4/29/08)

The following terms and conditions supersede the terms and conditions on the reverse side of ARRC's purchase order to the extent that they are inconsistent therewith and shall be deemed to have the same force and effect as though expressly stated in any such purchase order into which this document is incorporated.

1. Definitions.

"ARRC" shall mean the Alaska Railroad Corporation.

"Contractor" shall mean the person or entity entering into the contract to perform the work or services specified therein for ARRC.

"Contract" shall mean these General Terms and Conditions, the contract form to which they are annexed, and all other terms, conditions, schedules, appendices or other documents attached to the contract form or incorporated by reference therein.

"Services" shall mean any work, labor, time, effort or other services furnished by Contractor to ARRC under the contract.

2. Inspection and Reports. ARRC may inspect all of the Contractor's facilities and activities under this contract in accordance with the provisions of ARRC Procurement Rule 1600.9. The Contractor shall make progress and other reports in the manner and at the times ARRC reasonably requires.

3. Claims. Any claim by Contractor for additional compensation or equitable adjustment arising under this contract which is not disposed of by mutual agreement must be made by Contractor in accordance with the time limits and procedures specified in sections 1800.12 et seq. of ARRC's Procurement Rules, which by this reference are hereby incorporated herein.

4. Nondiscrimination.

4.1 The Contractor may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical or mental handicap, sex, marital status, change in marital status, pregnancy or parenthood when the reasonable demands of the positions do not require distinction on the basis of age, physical handicap, sex, marital status, changes in marital status, pregnancy, or parenthood. To the extent required by law, the Contractor shall take affirmative action to insure that the applicants are considered for employment and that employees are treated during employment without unlawful regard to their race, color, religion, national origin, ancestry, physical or mental handicap, age, sex, marital status, changes in marital status, pregnancy or parenthood. This action must include, but need not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting out the provisions of this paragraph.

4.2 The Contractor shall cooperate fully with ARRC efforts which seek to deal with the problem of unlawful discrimination, and with all other ARRC efforts to guarantee fair employment practices under this contract, and promptly comply with all requests and directions from the State Commission for Human Rights or any of its officers or agents relating to prevention of discriminatory employment practices.

4.3 Full cooperation in Paragraph 4.2 includes, but is not limited to, being a witness in any proceeding involving questions of unlawful discrimination if that is requested by any official or agency of the State of Alaska; permitting employees of the Contractor to be witnesses or complainants in any proceeding involving questions of unlawful discrimination, if that is requested by any official or agency of the State of Alaska; participating in meetings; submitting periodic reports on the equal employment aspects of present and future employment; assisting inspection of the Contractor's facilities; and promptly complying with all State directives considered essential by any office or agency of the State of Alaska to insure compliance with all federal and state laws, regulations, and policies pertaining to the prevention of discriminatory employment practices.

4.4 Failure to perform under this section constitutes a material breach of the contract.

5. Cancellation/Termination.

5.1 ARRC may, for its sole convenience, cancel this contract in whole or in part, at any time by giving written notice of its intention to do so. In the event of such cancellation, Contractor shall be entitled to receive payment in accordance with the payment provisions of this contract for services rendered or charges incurred prior to the effective date of termination. Contractor shall not be paid for any work done after receipt of a notice of cancellation or for any costs incurred by Contractor's suppliers or subcontractors which Contractor could reasonably have avoided. In no event shall ARRC be liable for unabsorbed overhead or anticipatory profit on unperformed services.

5.2 In addition to ARRC's right to cancel this contract for its convenience, ARRC may, by written notice of default to Contractor, terminate the contract in whole or in part in the following circumstances:

(1) The Contractor refuses or fails to perform its obligations under the contract, or fails to make progress so as to significantly endanger timely completion or performance of the contract in accordance with its terms, and Contractor does not cure such default within a period of ten (10) days after receipt of written notice of default from ARRC or within such additional cure period as ARRC may authorize; or

(2) Reasonable grounds for insecurity arise with respect to Contractor's expected performance and Contractor fails to furnish adequate assurance of due performance (including assurance of performance in accordance with the time requirements of the contract) within ten (10) days after receipt of a written request by ARRC for adequate assurance; or

(3) Contractor becomes insolvent or makes an assignment for the benefit of creditors or commits an act of bankruptcy or files or has filed against it a petition in bankruptcy or reorganization proceedings.

5.3 Upon receipt of a notice of cancellation or termination, Contractor shall immediately discontinue all service and it shall immediately cause any of its suppliers or subcontractors to cease such work unless the notice directs otherwise and deliver immediately to ARRC all reports, plans, drawings, specifications, data, summaries or other material and information, whether completed or

in process, accumulated by Contractor in performance of the contract. In the event of termination for default, Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the amount to be paid on this contract exceeds the expense of finishing the work, compensation for additional managerial and administrative services and such other costs and damages as ARRC may suffer as a result of Contractor's default, such excess shall be paid to Contractor. If such expense, compensation, costs and damages shall exceed such unpaid balance, Contractor shall be liable for and shall pay the differences to ARRC. The rights and remedies of ARRC provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

6. No Assignment or Delegation. The Contractor may not assign, subcontract or delegate this contract, or any part of it, or any right to any of the money to be paid under it, except with the prior written consent of ARRC. The hiring or use of outside services, subcontractors or consultants in connection with the work shall not be permitted without the prior written approval of ARRC. No such approval shall relieve Contractor from any of its obligations or liabilities under this contract.

7. Independent Contractor. The Contractor's relationship to ARRC in performing this contract is that of an independent contractor and nothing herein shall be construed as creating an employer/employee relationship, partnership, joint venture or other business group or concerted action. The personnel performing services under this contract shall at all times be under Contractor's exclusive direction and control and shall be employees of the Contractor, and not of ARRC.

8. Payment of Taxes. As a condition of performance of this contract, the Contractor shall pay all federal, state, and local taxes incurred by the Contractor and shall require their payment by any subcontractor or any other persons in the performance of this contract. Satisfactory performance of this paragraph is a condition precedent to payment by ARRC under this contract.

9. Governing Law. This contract, and all questions concerning the capacity of the parties, execution, validity (or invalidity) and performance of this contract, shall be interpreted, construed and enforced in all respects in accordance with the laws of the State of Alaska.

10. Alaska Executive Branch Ethics Act Requirements. No officer or employee of the State of Alaska or of the ARRC and no director of the ARRC or legislator of the state shall be admitted to any share or part of this contract or to any benefit that may arise therefrom. Contractor shall exercise reasonable care and diligence to prevent any actions or conditions which could be a violation of Alaska Statute 39.52 et seq. Contractor shall not make or receive any payments, gifts, favors, entertainment, trips, secret commissions, or hidden gratuities for the purpose of securing preferential treatment or action from or to any party. This obligation will apply to the activities of Contractor's employees and agents in their relations with ARRC employees, their families, vendors, subcontractors, and third parties arising from this contract and in accomplishing work hereunder. Certain gratuities may be given or accepted if:

- (1) there is no violation of any law or generally accepted ethical standards;
- (2) the gratuity is given as a courtesy for a courtesy received and does not result in any preferential treatment or action;
- (3) the gratuity is of limited value (less than \$150) and could not be construed as a bribe, payoff or deal; and

- (4) public disclosure would not embarrass ARRC.

ARRC may cancel this contract without penalty or obligation in the event Contractor or its employees violate the provisions of this section.

11. Non-Disclosure of Confidential Information. Contractor acknowledges and agrees that for and during the entire term of this contract, any information, data, figures, projections, estimates, reports and the like received, obtained or generated by Contractor pursuant to the performance of this contract shall be considered and kept as the private, confidential and privileged records of ARRC and will not be divulged to any person, firm, corporation, regulatory agency or any other entity except upon the prior written consent of ARRC. Furthermore, upon termination of this contract, Contractor agrees that it will continue to treat as private, privileged and confidential any information, data, figures, projections, estimates, reports and the like received, obtained or generated by Contractor during the term of the contract and will not release any such information to any person, firm, corporation, regulatory agency or any other entity, either by statement, deposition or as a witness except upon the express written authority of ARRC. ARRC shall be entitled to an injunction by any competent court to enjoin and restrain the unauthorized disclosure of such information.

Contractor's agreement of non-disclosure as specified in this section applies except to the extent required for (1) performance of services under this contract; (2) compliance with standards of conduct for preservation of the public safety, health, and welfare (so long as Contractor has given ARRC prior notice of the potential hazard and ARRC has had a reasonable opportunity to correct the hazard prior to disclosure); (3) compliance with a court order or subpoena directed against Contractor (so long as Contractor has given ARRC prior notice of such and ARRC has had an opportunity to contest the same in a court of law); or (4) Contractor's defense against claims arising from performance of services under this contract.

12. Covenant Against Contingent Fees. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this contract, and that it has not paid or agreed to pay any person, company, individual, or firm any commission, gift, percentage, fee, contingent upon or resulting from the award or making of this contract. For the breach or violation of this warranty, ARRC may terminate this contract without liability and, at its discretion, deduct from the contract price or otherwise recover the full amount of the commission, percentage, gift, or fee.

13. Standard of Performance. Contractor shall perform its services with care, skill and diligence in accordance with normally accepted industry standards and shall be responsible for the quality, accuracy, and completeness all services furnished under this Contract. Contractor shall comply with all applicable federal, state and local laws and ordinances, codes, and regulations in performing its services. If any failure to meet the foregoing standard of performance appears within one (1) year after the services are accepted by ARRC, Contractor shall, at a minimum, reperform the work at no cost to ARRC and shall reimburse ARRC for any additional costs that may be incurred by ARRC or any of its contractors or subcontractors as a result of such substandard work. If Contractor should fail to reperform the work, or if ARRC determines that Contractor will be unable to correct substandard services before the time specified for completion of the project, if any, ARRC may correct such unsatisfactory work itself or by the use of third parties and charge Contractor for the costs thereof. The rights and remedies provided for in this section are in addition to any other remedies provided by law.

14. Warranty. In the event Contractor supplies equipment, goods, materials or other supplies in

addition to services under this contract, Contractor warrants that said items: (a) shall be of good quality and free from all defects and deficiencies in workmanship, material and design; (b) shall be fit, suitable and operate successfully for their intended purpose; (c) shall be new; (d) shall be free from all liens, claims, demands, encumbrances and other defects in title; and (e) shall conform to the specifications, if any, stated in the contract. Contractor shall honor all guarantees and warranties offered by the manufacturer of the equipment, goods, materials or other supplies provided under this contract. The rights and remedies provided for in this section are in addition to any other remedies provided by law.

15. Indemnification. Contractor shall defend, indemnify and hold ARRC harmless from and against all claims and actions asserted by a third party (or parties) and related damages, losses and expenses, including attorney's fees, arising out of or resulting from the services performed or neglected to be performed by Contractor or anyone acting under its direction or control or in its behalf in the course of its performance under this contract and caused by any error, omission or negligent act, provided that Contractor's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability based upon the independent negligence of ARRC. If there is a claim of, or liability for, the joint negligent error or omission of the Contractor and the independent negligence of ARRC, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. The term "independent negligence" is negligence other than ARRC's selection, administration, monitoring, or controlling contractor and in approving or accepting Contractor's work.

16. Insurance. Without limiting Contractor's indemnification, it is agreed that Contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this contract the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the Contractor's policy contains higher limits, ARRC shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the ARRC contracting officer prior to beginning work and must provide for a 30-day prior notice of cancellation, non-renewal or material change. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach and grounds for termination of the Contractor's services.

16.1 Workers' Compensation Insurance: The Contractor shall provide and maintain, for all employees of the Contractor engaged in work under this contract, worker's compensation insurance as required by applicable law. The Contractor shall be responsible for worker's compensation insurance for any subcontractor who directly or indirectly provides services under this contract. This coverage must include statutory coverage for states in which employees are engaging in work and employer's liability protection not less than \$100,000 per person, \$100,000 per occurrence. Where applicable, coverage for all federal acts (i.e. U.S.L. & H. and Jones Acts) must also be included.

16.2 Comprehensive (Commercial) General Liability Insurance: Covering all errors, omissions or negligent acts of the Contractor, its subcontractor(s) or anyone directly or indirectly employed by them, made in the performance of this contract which result in financial loss to ARRC. Said policy shall include premises-operations, independent contractors, products/completed operations, broad form property damage, blanket contractual and personal injury endorsements and shall name ARRC as an additional insured and contain a waiver of subrogation against ARRC and its employees. Combined single limits required are per the following schedule:

Contract Amount

Minimum Required Limits

Under \$100,000	\$ 500,000 per Occurrence/Annual Aggregate
\$100,000-\$499,999	\$1,000,000 per Occurrence/Annual Aggregate
\$500,000-\$999,999	\$2,000,000 per Occurrence/Annual Aggregate
Over \$1,000,000	Negotiable-Refer to Risk Management

16.3 Comprehensive Automobile Liability Insurance: Covering all owned, hired and non-owned vehicles with coverage limits not less than \$100,000 per person/\$300,000 per occurrence bodily injury and \$50,000 property damage. Said policy shall name ARRC as an additional insured and contain a waiver of subrogation against ARRC and its employees.

17. ARRC's Rights Not Waived by Payment. No payment made by ARRC shall be considered as acceptance of satisfactory performance of Contractor's obligations under this contract. Nor shall any payment be construed as acceptance of substandard or defective work or as relieving Contractor from its full responsibility under the contract.

18. Nonwaiver. A party's failure or delay to insist upon strict performance of any of the provisions of this contract, to exercise any rights or remedies provided by this contract or by law, or to notify the other party of any breach of or default under this contract shall not release or relieve the breaching or defaulting party from any of its obligations or warranties under this contract and shall not be deemed a waiver of any right to insist upon strict performance of this contract or any of the rights or remedies as to any subject matter contained herein; nor shall any purported oral modification or rescission of this contract operate as a waiver of any of the provisions of this contract. The rights and remedies set forth in any provision of this Agreement are in addition to any other rights or remedies afforded the nonbreaching or nondefaulting party by any other provisions of this contract, or by law.

19. Savings Clause. If any one or more of the provisions contained in the contract shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this contract, but this contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

20. Headings. The headings of sections and paragraphs of this contract are for convenience of reference only and are not intended to restrict, affect, or be of any weight in the interpretation or construction of the provisions of such sections or paragraphs.

21. Forum Selection. The parties shall not commence or prosecute any suit, proceeding or claim to enforce the provisions of the contract, to recover damages for breach or default under the contract, or otherwise arising under or by reason of the contract, other than in the courts of the State of Alaska for the Third Judicial District at Anchorage. The parties hereby irrevocably consent to the jurisdiction of said courts.

22. Conflict of Interest. Contractor shall act to prevent any actions or conditions which could result in a conflict with ARRC's best interests. This obligation shall apply to the activities of Contractor's employees and agents in their relationships with ARRC's employees, their families, vendors, subcontractors and third parties accomplishing work under this contract.

23. Publicity. Contractor shall not release any information for publication or advertising purposes relative to this contract or to the material, equipment and/or services furnished under this contract without the prior written consent of the ARRC.

24. Audit. ARRC has the right to audit at reasonable times the accounts and books of the

Contractor in accordance with the provisions of ARRC Procurement Rule 1600.10.

25. Internal Controls and Record Keeping. Contractor shall keep full and accurate records and accounts of all of its activities in connection with this contract, including, without limitation, reasonable substantiation of all expenses incurred and all property acquired hereunder.

26. Force Majeure. Neither ARRC nor Contractor shall be responsible for failure to perform the terms of this contract when performance is prevented by force majeure, provided that: (1) notice and reasonably detailed particulars are given to the other party and (2) the cause of such failure or omission is remedied so far as possible with reasonable dispatch. The term "force majeure" shall mean acts of God, earthquakes, fire, flood, war, civil disturbances, governmentally imposed rules, regulations or other causes whatsoever, whether similar or dissimilar to the causes herein enumerated, which is not within the reasonable control of either party and which through the exercise of due diligence, a party is unable to foresee or overcome. In no event shall force majeure include normal or reasonably foreseeable or reasonably avoidable operational delays.

27. Permits and Licenses. The Contractor shall, at its own expense, obtain all necessary permits, licenses, certifications and any other similar authorizations required or which may become required by the government of the United States or any state or by any political subdivision of the United States or of any state except where laws, rules or regulations expressly require the ARRC to obtain the same.

28. Environmental Protection. When performing all obligations under the contract, Contractor shall comply with all specific instructions of ARRC with regard to environmental concerns, regardless of whether such instructions are based upon specific law, regulation or order of any governmental authority.

29. Set Off. If ARRC has any claim against the Contractor related or unrelated to this contract, it may set off the amount of such claim against any amount due or becoming due under this contract.

30. Observance of Rules. The Contractor's personnel performing work or services hereunder on ARRC's premises shall observe all fire prevention, security, and safety rules in force at the site of the work. ARRC may, in writing, require the Contractor to remove from the work site any employee ARRC deems to be incompetent, careless, or otherwise detrimental to the progress of the work, but ARRC shall have no duty to exercise this right.

31. No Third-Party Beneficiary Rights. No provision of this contract shall in any way inure to the benefit of any third parties (including the public at large) so as to constitute any such person a third-party beneficiary of the contract or of any one or more of the terms hereof, or otherwise give rise to any cause of action in any person not a party hereto.

32. Entire Agreement. This contract represents the entire and integrated agreement between ARRC and the Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. This contract may be amended only by a written instrument signed by both ARRC and the Contractor.

33. Key Personnel Changes. Contractor shall secure prior written approval from ARRC for any changes of key personnel assigned to perform services under this contract. ARRC reserves the right to reject any of Contractor's employees whose qualifications and/or experience in ARRC's good faith and reasonable judgment do not meet the standards necessary for the performance of the services required under this contract.

**REQUIRED CONTRACT PROVISIONS
FOR
FEDERAL-AID CONTRACTS
[Revised March 21, 2023]**

The following contract provisions shall apply, where applicable, to all work performed on the contract by the contractor's own organization and by subcontractors. As provided in this Section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions and further require their inclusion in any lower tier subcontracts or purchase orders that may in turn be made. Incorporation by reference shall not be allowed. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with all applicable Required Contract Provisions.

1. CARGO PREFERENCE REQUIREMENTS - 46 USC 55305; 46 CFR Part 381 [Applicable to all Federal-aid contracts involving equipment, materials or commodities which may be transported by ocean vessel]

Cargo Preference-Use of United States Flag Vessels - The contractor agrees: **a. to use** privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; **b. to furnish** within twenty (20) working days following the date of loading for shipments originating within the United States or within thirty (30) working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding subsection to the Division of Cargo Preference and Domestic Trade, Maritime Administration, 1200 New Jersey Avenue, SE, Washington, D.C. 20590 and to ARRC (through the contractor in the case of a subcontractor's bill-of-lading), marked with appropriate identification of the project; **c. to include these** requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

2. DEBARMENT, SUSPENSION, INELIGIBILITY & VOLUNTARY EXCLUSION - 2 CFR Part 180 & Part 1200; 2 CFR 200.213; Executive Orders 12549 & 12689 [Applicable to all Federal-aid contracts which exceed \$25,000]

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Non-procurement Suspension and Debarment," 2 CFR Part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," 2 CFR Part 180. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

By signing this contract and/or submitting its bid or proposal, the Contractor, bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the ARRC. If it is later determined by the ARRC that the Contractor, bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the ARRC, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor, bidder or proposer agrees to comply with the requirements of 2 CFR Part 180, subpart C, as supplemented by 2 CFR Part 1200, while its offer is valid and throughout the period of any contract that may arise from its offer. The contractor, bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

3. DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS - 40 USC 3141-3148; 49 USC 5333(a); 29 CFR Part 5; 2 CFR Part 200, App. II (D) [Applicable to all Federal-aid construction contracts which exceed \$2,000]

(1) Minimum wages - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or

(C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or

(C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(2) Withholding - ARRC shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any

subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, ARRC may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to ARRC for transmission to the Federal grantor agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal grantor agency or the Department of Labor, and shall permit such representatives to interview employees

during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees - (i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements - The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

(6) Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility - (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC 1001.

4. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - 40 USC 3701-3708.; 29 CFR Part 5; 29 CFR 1926; 2 CFR Part 200, App. II (E) [Applicable to all Federal-aid construction in excess of \$100,000 and all nonconstruction contracts which employ mechanics and laborers on a public work in excess of \$100,000]

A. Overtime (Applicable to construction and nonconstruction contracts)

(1) Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages - ARRC shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other

federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

(5) Payrolls and basic records - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

B. Contract Work Hours and Safety Standards Act (Applicable to construction contracts only) (i) The Contractor agrees to comply with section 107 of the Contract Work Hours and Safety Standards Act, 40 USC § 333, and applicable DOL regulations, "Safety and Health Regulations for Construction" 29 CFR Part 1926. Among other things, the Contractor agrees that it will not require any laborer or mechanic to work in unsanitary, hazardous, or dangerous surroundings or working conditions.

(ii) **Subcontracts** - The Contractor also agrees to include the requirements of this section in each subcontract. The term "subcontract" under this section is considered to refer to a person who agrees to perform any part of the labor or material requirements of a contract for construction, alteration or repair. A person who undertakes to perform a portion of a contract involving the furnishing of supplies or materials will be considered a "subcontractor" under this section if the work in question involves the performance of construction work and is to be performed: (1) directly on or near the construction site, or (2) by the employer for the specific project on a customized basis. Thus, a supplier of materials which will become an integral part of the construction is a "subcontractor" if the supplier fabricates or assembles the goods or materials in question specifically for the construction project and the work involved may be said to be construction activity. If the goods or materials in question are ordinarily sold to other customers from regular inventory, the supplier is not a "subcontractor." The requirements of this section do not apply to contracts or subcontracts for the purchase of supplies or materials or articles normally available on the open market.

5. FEDERAL WATER POLLUTION CONTROL ACT- 33 USC 1251-1387; 2 CFR Part 200, App. II (G) [Applicable to all Federal-aid contracts which exceed \$150,000]

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. The Contractor agrees to report each violation to ARRC and understands and agrees that ARRC will, in turn, report each violation as required to assure notification to the Federal grantor agency and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal funds.

6. CLEAN AIR ACT- 42 USC 7401-7671q; 2 CFR Part 200, App. II (G) [Applicable to all Federal-aid contracts which exceed \$150,000]

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC 7401 et seq. The Contractor agrees to report each violation to ARRC and understands and agrees that ARRC will, in turn, report each violation as required to assure notification to the Federal grantor agency and the appropriate EPA Regional Office. (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal funds.

7. ACCESS TO RECORDS AND REPORTS – 49 USC 5325(g); 2 CFR 200.333; 49 CFR Part 633
[Applicable to all Federal-aid contracts]

Access to Records - The following access to records requirements apply to this Contract:

1. Contractor agrees to provide ARRC, the Federal grantor agency, the Comptroller General, or any of their duly authorized representatives access to the Contractor's books, documents, papers and records which are directly pertinent to this contract for the purpose of making audit, examination, excerpts and transcriptions.
2. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. Contractor agrees to comply with the record retention requirements in accordance with 2 CFR 200.333. Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain the same until ARRC, the Federal grantor agency, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
4. Contractor agrees to permit the Federal grantor agency and its contractors access to the sites of performance under this contract as reasonably may be required.
5. Contractor agrees to include these requirements in each subcontract financed in whole or in part with Federal funds.

8. CHANGES TO FEDERAL REQUIREMENTS – [Applicable to all Federal-aid contracts]

Federal Changes - Contractor shall at all times comply with all applicable Federal regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement between ARRC and the Federal grantor agency, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

9. NO GOVERNMENT OBLIGATION TO THIRD PARTIES [Applicable to all Federal-aid contracts]

(1) ARRC and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to ARRC, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

10. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS – 49 USC 5323j(1); 31 USC 3801-3812; 49 CFR Part 31; 18 USC 1001 [Applicable to all Federal-aid contracts]

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC §3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract,

the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the Federally assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance, the Government reserves the right to impose the penalties of 18 USC §1001 and 49 USC 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

11. SEISMIC SAFETY REQUIREMENTS - 42 USC 7701 et seq. & 49 CFR Part 41; Executive Order 12699 [Applicable only to Federal-aid contracts for the construction of new buildings or additions to existing buildings]

Seismic Safety - The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations, 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

12. ENERGY CONSERVATION REQUIREMENTS - 42 USC 6321 et seq. & 49 CFR Part 622, Subpart C [Applicable to all Federal-aid contracts]

Energy Conservation - The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

13. CIVIL RIGHTS AND EQUAL OPPORTUNITY REQUIREMENTS – 49 USC 5332; 29 USC 623, 42 USC 2000e, 42 USC 6102, 42 USC 12112, 42 USC 12132, 29 CFR Part 1630, & 41 CFR Parts 60 et seq. [Applicable to all Federal-aid contracts]

Civil Rights - The following requirements apply to the underlying contract:

1. Nondiscrimination - In accordance with 49 USC 5332 and Title VI of the Civil Rights Act, as amended, 42 USC 2000e, section 303 of the Age Discrimination Act of 1975, as amended, 42 USC 6102, and section 202 of the Americans with Disabilities Act of 1990, 42 USC 12132, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements the Federal grantor agency may issue.

2. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with 49 USC 5332 and Title VI of the Civil Rights Act, as amended, and 42 USC §2000e, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 USC 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are

employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements the Federal grantor agency may issue.

(b) Age - In accordance with the Age Discrimination in Employment Act, 29 USC 621-634; U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 CFR Part 1625; the Age Discrimination Act of 1975, as amended, 42 USC 6101 *et seq.*; U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 CFR Part 90; and 49 USC 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements Federal grantor agency may issue.

(c) Disabilities - In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 USC 794, the Americans with Disabilities Act of 1990, as amended, 42 USC 12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 USC 4151 *et seq.*, and 49 USC 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements the Federal grantor agency may issue.

3. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance, modified only if necessary to identify the affected parties.

14. VIOLATION AND BREACH OF CONTRACT - 2 CFR 200.326; 2 CFR Part 200, App. II(A)
[Applicable to all Federal-aid contracts in excess of \$150,000]

Rights and Remedies of the ARRC

Except as may be otherwise provided in the contract documents, in the event that ARRC deems the contractor guilty of a default or breach of any provision under the Contract, ARRC shall have any and all rights and remedies provided by applicable law, including, but not limited to the following:

1. The right to take over and complete the work or any part thereof as agent for and at the expense of the Contractor, either directly or through other contractors;
2. The right to cancel this Contract as to any or all of the work yet to be performed;
3. The right to specific performance, an injunction or any other appropriate equitable remedy; and
4. The right to money damages.

Rights and Remedies of Contractor

Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract, which may be committed by the ARRC, the Contractor expressly agrees that no default, act or omission of the ARRC shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Contract (unless the ARRC directs Contractor to do so) or to suspend or abandon performance. Contractor claims or disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in accordance with ARRC's Procurement Rules.

Performance During Dispute - Unless otherwise directed by ARRC, Contractor shall continue performance under this contract while matters in dispute are being resolved.

Notification - In addition to the notice requirements set out elsewhere in this Contract, if the contractor becomes aware of any act or occurrence which may form the basis of a claim by the contractor for additional compensation or an extension of time for performance, or if any dispute arises regarding a question of fact or interpretation of the contract, the contractor shall immediately inform the Project Manager. If the matter cannot be resolved by agreement within 7 days, the contractor shall, within the next 14 days, submit an Intent to Claim in writing to the Project Manager. The claim, if not resolved, shall be presented to the Project Manager, in writing, within 60 days following receipt of the Intent to Claim. Receipt of the claim will be acknowledged in writing by the Project Manager. The Contractor agrees that unless these written notices are provided, the contractor will have no entitlement to additional time or compensation for such act, event or condition.

Presenting Claim - A claim shall be submitted in accordance with ARRC Procurement Rule 1800.12 and shall specifically include the following:

1. The act, event or condition giving rise to the claim.
2. The contract provisions which apply to the claim and under which relief is provided.
3. The item or items of contract work affected and how they are affected.
4. The specific relief requested, including additional contract time if applicable, and the basis upon which it was calculated.

Claim Validity, Additional Information, & Project Manager's Actions - The claim, in order to be valid, must not only show that the contractor suffered damages or delay but that those conditions were actually a result of the act, event or condition complained of and that the contract provides entitlement to relief to the contractor for such act, event, or condition. The Project Manager reserves the right to make written request to the contractor at any time for additional information which the contractor may possess relative to the claim. The contractor agrees to provide the Project Manager such additional information within 30 days of receipt of such a request. Failure to furnish such additional information may be regarded as a waiver of the claim. The claim, if not resolved by agreement within 60 days of its receipt, will automatically be forwarded to the Manager of Purchasing & Materials for formal written decision.

Decision on Claim - The contractor will be furnished the Manager of Purchasing & Materials' decision within the next 90 days, unless additional information is requested by the ARRC. The Manager of Purchasing & Materials' decision is final and conclusive unless fraudulent as to the Claim.

Notice of Appeal - Within 14 days of receipt of the Manager of Purchasing & Materials' decision, the contractor may deliver a Notice of Appeal to ARRC in accordance with ARRC Procurement Rule 1800.13 and request a hearing. The Notice of Appeal shall include specific exceptions to the Manager of Purchasing & Materials' decision, including specific provisions of the contract, which the contractor intends to rely upon in the appeal. General assertions that the Manager of Purchasing & Materials' decision is contrary to law or to fact are not sufficient.

Decision on Appeal - The decision of the ARRC on appeal will be rendered within 90 days after the conclusion of a hearing conducted under ARRC Procurement Rule 1800.15 or the date of receipt of the Notice of Appeal, whichever is later. The time limits given above may be extended by mutual consent. The decision of ARRC on appeal shall be final and conclusive unless the Contractor appeals to the superior court in accordance with ARRC Procurement Rule 1800.18.

15. NONSEGREGATED FACILITIES [Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more]

1. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO Provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

2. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, or national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

3. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to the award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

16. NATIONAL HISTORIC PRESERVATION ACT REQUIREMENTS – 54 USC 300101 et seq.
[Applicable to all Federal-Aid contracts]

In the performance of this contract, neither Contractor nor its subcontractors shall take any action (which term includes but is not limited to the seeking of any required federal license or permit, and the extraction of material or natural resources from any source whatsoever) that may affect a district, site, building, structure or object that is included in or eligible for inclusion in the National Register of Historic Places without prior notice to ARRC and compliance with the requirements of the National Historic Preservation Act of 1966, 54 USC 300101 et seq. Contractor is advised that both historic and cultural sites may be eligible for inclusion on the National Register.

17. FLY AMERICA REQUIREMENT - 49 USC 40118; 41 CFR 301-10 [Applicable to all Federal-aid contracts which may involve the international air transportation of equipment, materials, commodities, products or personnel]

a) *Definitions.* As used in this clause--

“International air transportation” means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States

“United States” means the 50 States, the District of Columbia, and outlying areas.

“U.S.-flag air carrier” means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 USC 40118) (Fly America Act) requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. *[State reasons]:*

The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

18. RECYCLED PRODUCTS - 42 USC 6962; 40 CFR PART 247; 2 CFR 200.322 [Applicable to all Federal-aid contracts for items designated by the EPA, for the purchase of \$10,000 or more of one of these items during the fiscal year]

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 USC 6962, and U.S. Environmental Protection Agency (U.S. EPA), “Comprehensive Procurement Guideline for Products Containing Recovered Materials,” 40 CFR Part 247. The Contractor agrees to include these requirements in each subcontract financed in whole or in part with Federal funds.

19. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION TERMS - FTA Circular 4220.1F
[Applicable to all FTA funded contracts]

The provisions herein include, in part, certain Standard Terms and Conditions required by USDOT, whether or not expressly set forth in the contract provisions. All contractual provisions required by USDOT, as set forth in FTA Circular 4220.1F are incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any ARRC requests which would cause ARRC to be in violation of the FTA terms and conditions.

20. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM - 49 CFR Part 26. [Applicable to all U.S. Department of Transportation-funded contracts, including those funded by FTA, FRA and FHWA]

1. Assurance - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of U.S. Department of Transportation-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the ARRC deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible. 49 CFR 26.13(b).

2. Contract Goal – ARRC runs a completely race-neutral DBE program. Accordingly, this contract has no specific contract goal for the participation of Disadvantaged Business Enterprises (DBEs). ARRC does have an overall annual goal that it strives to meet, however. The ARRC therefore strongly encourages the contractor to use the services of small businesses, including DBEs, as subcontractors whenever possible. The ARRC requests that the contractor consider such measures as: (1) subcontracting to small businesses, including DBEs, portions of the work the contractor might otherwise do with its own forces; (2) reducing or waiving subcontractor bonding requirements for small businesses, including DBEs; (3) reviewing the list of businesses certified in the Small Business Administration's 8(a) Business Development Program for potential subcontractors [contact the SBA at (907) 271-4022]; and (4) reviewing the list of businesses certified as DBEs by the Alaska Unified Certification Program for potential subcontractors [<http://www.dot.state.ak.us/cvlrts/directory.shtml>].

3. Prompt Payment - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the prime contractor receives from the ARRC. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed, even if the prime contractor's work has not been completed. Any retainage not returned to a subcontractor will be reported to the ARRC by the prime contractor. This clause applies to both DBE and non-DBE subcontractors.

21. FHWA BUY AMERICA REQUIREMENTS - 23 CFR 635.410 [Applicable only to FHWA funded construction contracts in excess of \$150,000]

Unless a waiver has been granted by the FHWA, all steel and iron materials which are incorporated into the work, and the action of applying a coating to a covered material (i.e., steel and iron), shall be manufactured in the United States except that minor amounts of steel and iron materials of foreign manufacture may be used, provided the aggregate cost of such materials does not exceed one tenth of one percent (0.1 percent) of the total contract amount, or \$2500, whichever is greater. Coating includes epoxy coating, galvanizing, painting, and any other coating that protects or enhances the value of a material subject to the requirements of this section. For the purposes of this section, the cost is the value of the products as they are delivered to the project. When steel and iron materials manufactured in the United States are shipped to a foreign country where non-steel or iron products are installed on or in them (i.e., electronic components in a steel cabinet), the steel and iron is considered to meet the requirements

of this section. A certification of materials origin, attesting to compliance with this provision, shall be furnished to the Engineer prior to incorporating any steel or iron products into the project. Bidders may submit an alternate bid for the project based on the use of foreign iron or steel materials. In this event, the contract will be awarded to the bidder who submits the lowest total responsive bid based on furnishing domestic iron and steel materials unless such total bid exceeds the lowest total responsive bid based on furnishing foreign steel and iron materials by more than 25 percent.

Certificate of Compliance with 23 CFR 635.410

The bidder or offeror hereby certifies that it will comply with the requirements of 23 CFR 635.410.

Date: _____

Signature: _____

Company Name: _____

Title: _____

22. FTA BUY AMERICA REQUIREMENTS - 49 USC 5323(j); 49 CFR Part 661 [Applicable only to FTA funded projects that involve the purchase of more than \$150,000 of iron, steel, manufactured goods or rolling stock]

Buy America - The contractor agrees to comply with 49 USC 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7. Separate requirements for rolling stock are set out at 49 USC 5323(j)(2)(C) and 49 CFR 661.11.

A bidder or offeror must submit to the ARRC the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

Certification requirement for procurement of steel, iron, or manufactured products:

Certificate of Compliance with 49 USC 5323(i)(1)

The bidder or offeror hereby certifies that it will meet the requirements of 49 USC 5323(j)(1) and the applicable regulations in 49 CFR Part 661.6.

Date: _____
Signature: _____
Company Name: _____
Title: _____

Certificate of Non-Compliance with 49 USC 5323(i)(1)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 USC 5323(j) and 49 CFR 661.6, but it may qualify for an exception pursuant to 49 USC 5323(j)(2)(A), 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.

Date: _____
Signature: _____
Company Name: _____
Title: _____

Certification requirement for procurement of rolling stock and associated equipment:

Certificate of Compliance with 49 USC 5323(i)

The bidder or offeror hereby certifies that it will comply with the requirements of 49 USC 5323(j) and the regulations at 49 CFR 661.11.

Date: _____
Signature: _____
Company Name: _____
Title: _____

Certificate of Non-Compliance with 49 USC 5323(i)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 USC 5323(j) and 49 CFR 661.11, but may qualify for an exception pursuant to 49 USC 5323(j)(2)(C), and the applicable regulations at 49 CFR 661.7.

Date: _____
Signature: _____
Company Name: _____
Title: _____

23. FRA BUY AMERICAN REQUIREMENTS-SUPPLIES - 41 USC 8301-8305; 48 CFR Part 25 [If required under the terms of the grant agreement, applicable only to FRA funded contracts for the purchase of goods, supplies or equipment in excess of \$10,000]

(a) The FRA requires its grantees to comply with The Buy American Act (41 U.S.C. 8301 *et seq.*) which provides that preference be given to domestic end products.

Commercially available off-the-shelf (COTS) item, as used in this clause, means

- (1) any item of supply (including construction material) that is (i) a commercial item, as defined in paragraph (1) of the definition at 48 CFR 2.101; (ii) sold in substantial quantities in the commercial marketplace; and (iii) offered under this contract in the same form in which it is sold in the commercial marketplace; and
- (2) does not include bulk cargo, as defined in 46 USC 40102(4), such as agricultural products and petroleum products.

Components, as used in this clause, means those articles, materials, and supplies incorporated directly into the end products.

Cost of components, as used in this clause, means

- (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

Domestic end product, as used in this clause, means

- (1) an unmanufactured end product mined or produced in the United States, or
- (2) an end product manufactured in the United States, if
 - (i) the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as the products referred to in subparagraphs (b) (2) or (3) of this clause shall be treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic; or
 - (ii) the end product is a COTS item.

End products, as used in this clause, means those articles, materials, and supplies to be acquired for public use under this contract.

Foreign end product, as used in this clause, means an end product other than a domestic end product.

United States, as used in this clause, means the 50 States, the District of Columbia, and outlying areas (as defined at 48 CFR 2.101).

(b) The Contractor shall deliver only domestic end products, except those-

- (1) For use outside the United States;

(2) That government agencies have determined are not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality. A current list of such items is contained in 48 CFR 25.104;

(3) For which the agency determines that domestic preference would be inconsistent with the public interest; or

(4) For which the agency determines the cost to be unreasonable under 48 CFR 25.105. The offered price of a domestic end product shall be determined to be unreasonable when the lowest acceptable domestic offer exceeds the lowest acceptable foreign offer, inclusive of duty, by more than 6 percent, if the domestic offer is from a large business or more than 12 percent, if the domestic offer is from a small business concern

In accordance with 41 USC 1907, the component test of the Buy American statute is waived for an end product that is a COTS item (See 48 CFR 12.505(a)(1).

A bidder must submit to ARRC the Buy American certification (below) with its bid response for FRA funded supply contracts. The Contractor shall deliver only domestic end products except to the extent that it specifies delivery of foreign end products in its provision of the Buy American Certificate. Bids that are not accompanied by a completed Buy American certification may be rejected as nonresponsive.

Buy American Certificate
Certificate of Compliance with 41 USC 8301-8305 - Supplies

(a) The bidder or offeror hereby certifies that the products it proposes to supply hereunder comply with the requirements of 49 USC 8301-8305 and the applicable regulations in 48 CFR Part 25. The bidder or offeror certifies that each end product, except those listed in paragraph (b) of this certificate, is a domestic end product and that for other than COTS items, the bidder or offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The bidder or offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS items and does not meet the component test in paragraph (2) of the definition of "domestic end product."

(b) Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

(List as necessary)

Date: _____

Signature: _____

Company Name: _____

Title: _____

24. FRA BUY AMERICAN REQUIREMENT-CONSTRUCTION - 41 USC 8301-8305; 48 CFR Part 25
[Applicable only to FRA funded construction contracts in excess of \$10,000]

(a) The FRA requires its grantees to comply with The Buy American Act (41 U.S.C. 8301 *et seq.*) which provides that preference be given to domestic construction materials. As used in this clause-

Components means those articles, materials, and supplies incorporated directly into construction materials.

Construction material means an article, material, or supply brought to the construction site for incorporation into the building or work. Construction material also includes an item brought to the site pre- assembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, which are discrete systems incorporated into a public building or work and which are produced as a complete system, shall be evaluated as a single and distinct construction material regardless of when or how the individual parts or components of such systems are delivered to the construction site.

Domestic construction material means (1) an unmanufactured construction material mined or produced in the United States, or (2) a construction material manufactured in the U.S., if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of cost of all its components. Materials of foreign origin of the same class or kind as the materials listed in 48 CFR 25.108 shall be treated as domestic.

(b)(1) The Buy American Act (41 USC 8301-8305) requires that only domestic construction material be used in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) The requirement in paragraph (b)(1) of this clause does not apply to the excepted construction materials or components listed by the Government as follows: NONE

(3) Other foreign construction material may be used on this project if ARRC determines that-

(i) The cost would be unreasonable (the cost of a particular domestic construction material shall be determined to be unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent, unless the agency head determines a higher percentage to be appropriate);

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(4) The Contractor agrees that only domestic construction materials will be used by the Contractor, subcontractors, material men, and suppliers in the performance of this contract, except for foreign construction materials, if any, listed in paragraph (b)(2) or allowed under paragraph (b)(3) of this clause.

(c) *Request for determination.* (1) Contractors requesting to use foreign construction material under paragraph (b)(3) of this clause shall provide adequate information for ARRC evaluation of the request for a determination regarding the inapplicability of the Buy American Act in time to allow determination before submission of bids or offers. Each submission shall include a description of the foreign and domestic construction materials, including unit of measure, quantity, price, time of delivery or availability, location of the construction project, name and address of the proposed contractor, and a detailed justification of the reason for use of foreign materials cited in accordance with paragraph (b)(3) of this clause. A submission based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause. The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(2) If ARRC determines after contract award that an exception to the Buy American Act applies, the contract shall be modified to allow use of the foreign construction material, and adequate consideration shall be negotiated. However, when the basis for the exception is the unreasonable price of a domestic

construction material, adequate consideration shall not be less than the differential established in paragraph (b)(3)(i) of this clause.

(3) If ARRC does not determine that an exception to the Buy American Act applies, the use of that particular foreign construction material will be a failure to comply with the Act.

(d) For evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the following information and any applicable supporting data based on the survey of suppliers shall be included in the request:

**FOREIGN AND DOMESTIC CONSTRUCTION
MATERIALS PRICE COMPARISON**

Construction material description	Unit of Measure	Quantity	Price (Dollars) ^{1J}
Item 1: Foreign construction material Domestic construction material			
Item 2: Foreign construction material Domestic construction material			

List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary. Include other applicable supporting information.

^{1J}Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).

A bidder must submit to ARRC the Buy American certification (below) with its bid response for FRA funded construction. Bids that are not accompanied by a completed Buy American certification may be rejected as nonresponsive.

Certificate of Compliance with 41 USC 8301-8305 - Construction

The bidder or offeror hereby certifies that the construction materials it proposes to provide hereunder comply with the requirements of 49 USC 8301-8305 and the applicable regulations in 48 CFR Part 25.

Date: _____

Signature: _____

Company Name: _____

Title: _____

25. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING - 31 USC 1352; 2 CFR 200.450; 2 CFR 200 App. II(j); 49 CFR Part 20 [Applicable to all Federal-aid contracts and to all related subcontracts which exceed \$100,000]

A bidder must submit to ARRC the below certification with its bid response for any Federally funded contract that exceeds \$100,000. Bids that are not accompanied by a completed certification may be rejected as nonresponsive.

1. The undersigned Contractor certifies, to the best of his or her knowledge and belief, that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
2. The undersigned also agrees that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.
3. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____ certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 USC 3801, *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official: _____

Name and Title of Contractor's Authorized Official: _____

Date: _____

26. FTA PRE-AWARD AND POST DELIVERY AUDITS REQUIREMENTS - 49 USC 5323; 49 CFR Part 663 [Applicable only to FTA funded contracts for the purchase of rolling stock in excess of \$150,000]

Pre-Award and Post-Delivery Audit Requirements - The Contractor agrees to comply with 49 USC 5323(l) and FTA's implementing regulation at 49 CFR Part 663 and to submit the following certifications:

(1) **Buy America Requirements:** The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Bidder/Offeror certifies compliance with Buy America, it shall submit documentation which lists 1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and 2) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

(2) **Solicitation Specification Requirements:** The Contractor shall submit evidence that it will be capable of meeting the bid specifications.

(3) **Federal Motor Vehicle Safety Standards (FMVSS):** The Contractor shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

27. CERTIFICATION REGARDING COMPLIANCE WITH 49 CFR 26.49 - ESTABLISHMENT OF DBE GOAL [Applicable to all FTA funded contracts for Transit Vehicles]

Certificate of Compliance with 49 CFR 26.49

The bidder or offeror hereby certifies that it has established a DBE goal and submitted it to the FTA for approval in accordance with the provisions of 49 CFR 26.49.

Date: _____

Signature: _____

Company Name: _____

Title: _____

28. SAFE OPERATION OF MOTOR VEHICLES - 23 USC Part 402; Executive Order No. 13043; Executive Order No. 13513; U.S. DOT Order No. 3902.10 [Applicable to all federally funded third party contracts]

Seat Belt Use - The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or ARRC.

Distracted Driving - The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

29. PATENT RIGHTS - 2 CFR Part 200, App. II(F); 37 CFR Part 401 [Applicable all federally funded contracts with a small business firm or nonprofit organization for the performance of experimental, developmental or research work]

This Project is funded through a Federal award for experimental, developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this contract. The Contractor shall grant the ARRC intellectual property access and licenses deemed necessary for the work performed under this contract and in accordance with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any

implementing regulations issued by the federal grantor agency. The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this contract and shall, at a minimum, include the following restrictions: Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of ARRC and the federal grantor agency, until such time as they may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution. For purposes of this agreement, the term "subject data" means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the contract. Examples of "subject data" include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.

1. The Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Federal Government Purposes," any subject data or copyright described below. For "Federal Government Purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

(a) Any subject data developed under the contract, whether or not a copyright has been obtained; and

(b) Any rights of copyright purchased by the Contractor using Federal assistance in whole or in part by the federal grantor agency.

2. Unless the federal grantor agency determines otherwise, the Contractor performing experimental, developmental, or research work required as part of this contract agrees to permit the federal grantor agency to make available to the public, either its license in the copyright to any subject data developed in the course of the contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this contract, is not completed for any reason whatsoever, all data developed under the contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.

3. Unless prohibited by state law, upon request by the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. The Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

4. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

5. Data developed by the Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract is exempt from the requirements herein, provided that the Contractor identifies those data in writing at the time of delivery of the contract work.

6. The Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

30. TERMINATION – 2 CFR 200.339; 2 CFR Part 200 App. II(B) [Applicable to all federally funded contracts in excess of \$10,000]

Except as may be otherwise provided in the contract documents, the following termination provisions apply to this contract:

1. ARRC may, for its sole convenience, terminate this contract in whole or in part, at any time by giving written notice of its intention to do so. In the event of such termination, Contractor shall be entitled to receive payment in accordance with the payment provisions of this contract for charges incurred prior to the effective date of termination. Contractor shall not be paid for any work done after receipt of a notice of cancellation or for any costs incurred by Contractor's suppliers or subcontractors which Contractor could reasonably have avoided. In no event shall ARRC be liable for unabsorbed overhead or anticipatory profit on unperformed work.

2. In addition to ARRC's right to terminate this contract for its convenience, ARRC may, by written notice of default to Contractor, terminate the contract in whole or in part in the following circumstances:

(a) The Contractor refuses or fails to perform its obligations under the contract, or fails to make progress so as to significantly endanger timely completion or performance of the contract in accordance with its terms, and Contractor does not cure such default within a period of ten (10) days after receipt of written notice of default from ARRC or within such additional cure period as ARRC may authorize; or

(b) Reasonable grounds for insecurity arise with respect to Contractor's expected performance and Contractor fails to furnish adequate assurance of due performance (including assurance of performance in accordance with the time requirements of the contract) within ten (10) days after receipt of a written request by ARRC for adequate assurance; or

(c) Contractor becomes insolvent or makes an assignment for the benefit of creditors or commits an act of bankruptcy or files or has filed against it a petition in bankruptcy or reorganization proceedings.

3. Upon receipt of a notice of cancellation or termination, Contractor shall immediately discontinue all performance and it shall immediately cause any of its suppliers or subcontractors to cease such work unless the notice directs otherwise and deliver immediately to ARRC all products, reports, plans, drawings, specifications, data, summaries or other materials and information, whether completed or in process, accumulated by Contractor in performance of the contract. The rights and remedies of ARRC provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

31. Prohibition on Certain Telecommunications and Video Surveillance Services and Equipment 2 CFR § 200.216 [Applicable to all Federal-aid contracts]

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889].

32. Notification to FTA; Flow Down Requirement – FTA Master Agreement, Section 39(b)(1), (2); 2 CFR 180.220; 2 CFR 1200.220 [Applies to FTA-funded contracts/third party contracts in excess of \$25,000]

If a current or prospective legal matter that may affect the Federal Government emerges, CONTRACTOR shall promptly notify ARRC, the FTA Chief Counsel, and the Regional Counsel for FTA Region 10. CONTRACTOR shall include these requirements as a flow down clause in any subcontract related to this Contract. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.