



**SEWARD HIGHWAY MP 17-22.5
CULVERT REPLACEMENT**

**INVITATION TO BID
23-66-211166**

NOVEMBER 27, 2023



ALASKA RAILROAD CORPORATION

327 W. SHIP CREEK AVENUE

ANCHORAGE, AK 99501

PHONE 907.265.2355

CELL 907.854.3141

November 27, 2023

INVITATION TO BID

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CULVERT REPLACEMENT

Response Required: This page must be completed and returned ensuring receipt of future addenda or additional information. Please email this form to ThompsonC@akrr.com.

Firms that have not returned this cover sheet will not be informed of addenda and will only be alerted to addenda by checking with the ARRC procurement officer or by checking ARRC's internet site:

<https://www.alaskarailroad.com/corporate/procurement/solicitations>.

Bidders are responsible for assuring they have all of the issued addenda. Bidders must acknowledge all issued addenda in their submittal.

Company _____

Address _____

Contact _____

Phone _____

Email _____

Website: www.alaskarailroad.com

(THIS IS NOT AN ORDER)

INVITATION TO BID NUMBER: 23-66-211166

SEWARD HIGHWAY MP 17-22.5 CULVERT REPLACEMENT

DATE OF INVITATION TO BID: November 27, 2023

ALASKA RAILROAD CORPORATION
CONTRACTS SECTION
327 W SHIP CREEK AVE
ANCHORAGE, ALASKA 99501
ATTENTION: C. LEE THOMPSON (907) 265-2355
CELL. NUMBER (907) 854-3141
ThompsonC@akrr.com

SEALED BIDS WILL BE RECEIVED AT: Alaska Railroad Corporation
Attn. C. Lee Thompson
327 W. Ship Creek Avenue,
Anchorage, Alaska 99501

**Offers will be received until 3:00 pm local time on December 21, 2023.
At which time bids will be publicly opened.**

IMPORTANT

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. Any resulting contract from this Invitation to Bid shall incorporate the Standard Instructions, and General Terms and Conditions incorporated in this Invitation to Bid.

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

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.

Important: Work associated with this bid may be funded in part by funds from the Federal Highway Administration (FHWA), an operating administration of the United States Department of Transportation; and the Alaska Railroad Corporation (ARRC). This solicitation package contains some provisions that are designated as applicable to FTA, FRA, FHWA and ARRC funded projects, mixed funding. See appendix D.

Aggrieved Bidder: An aggrieved bidder/offeror may protest an ARRC procurement action by filing a written protest with the procurement officer in accordance with the procedures and time limits specified in ARRC Procurement Rules 1800.1-1800.11

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 agencies within the U.S. Department of Transportation (USDOT), including the Federal Transit Administration (FTA), the Federal Railroad Administration (FRA), and the Federal Highway Administration (FHWA). ARRC has a race-neutral DBE Program and does not set DBE goals on individual solicitations. Nonetheless, ARRC aspires to achieve an overall DBE participation of 4.0% in federal fiscal years 2022-2024 on USDOT-funded contracts. If this contract is funded in whole or in part by funds from the USDOT, it is imperative that you consult the Federal Terms and Conditions portion of this solicitation.



The Alaska Railroad is a member of Green Star (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 # 23-66-211166
3. Date and Time Scheduled for Receipt of Offers.
4. Sealed Offer: Seward Highway MP 17-22.5 Culvert Replacement

Please direct all responses and/or questions concerning this ITB to C. Lee Thompson, Alaska Railroad Corporation, Contracts, 327 Ship Creek Avenue, Second Floor, Anchorage, AK 99501, telephone number 907-265-2355, cel. number 907-854-3141 or at email address ThompsonC@akrr.com.

Sincerely,

C. Lee Thompson
Contract Administrator
Alaska Railroad Corporation

BID INDEX

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SECTION C BIDDERS INSTRUCTIONS & SPECIAL REQUIREMENTS

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Construction Bid Form [Form 395-0121]

Bid Bond [Form 395-0120]

Sample Construction Contract [Form 395-0122]

Subcontractors List [Form 395-0131]

Payment Bond [Form 395-0126]

Performance Bond [Form 395-0127]

SECTION E GENERAL CONDITIONS CONSTRUCTION

[https://www.alaskarailroad.com/sites/default/files/procurement/General Conditions for Construction Rev May 3 2022-use with Supplimentary Conditions.pdf](https://www.alaskarailroad.com/sites/default/files/procurement/General_Conditions_for_Construction_Rev_May_3_2022-use_with_Supplimentary_Conditions.pdf)

SECTION F SUPPLEMENTAL CONDITIONS

SECTION G TECHNICAL SPECIFICATIONS

SECTION H FEDERAL TERMS & CONDITIONS

SECTION I COST SCHEDULE

ATTACHMENTS:

1. Attachment 1 Technical Standards for Roadway Trail and Utility Facilities in the ARRC Right of Way
2. Attachment 2 Standard Spec for work on Railroad property
3. Attachment 3 [Pamphlet 600](#) - Issue 47, Effective September 1, 2023

**SECTION A
REQUIRED DOCUMENTS**

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

1. Construction Bid Form - [Form 395-0121]
2. Bid Bond - [Form 395-0120]
3. Cost Schedule - SECTION I
4. Contractor Responsibility Questionnaire - [Form 395-0138]
5. Alaska Contractors License
6. Required Contract Provisions for Federal-Aid Contracts: SECTION E
21. FHWA BUY AMERICA REQUIREMENTS-23 CFRs635.410
25. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR
LOBBYING-31 USC 1352, 49 CFR Parts 19, 20

REQUIRED AFTER NOTICE OF APPARENT LOW BIDDER The apparent low bidder is required to complete and submit the following documents within **Five (5) Working Days** after receipt of written notification:

1. Subcontractor List - [Form 395-0131]
2. Contractor's QA/QC Plan
3. Contractor's Site Health & Safety Plan

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. Payment Bond - [Form 395-0126]
3. Performance Bond - [Form 395-0127]
4. Contract - [Form 395-0122] and Notice to Proceed, ARRC Generated
5. Contractors Business License
6. State of Alaska Department of Labor - Notice of Work

POST AWARD DOCUMENTATION

1. Weekly Certified Payrolls
2. State of Alaska, DOL Notice of Completion

SECTION B
SCOPE OF WORK

1. CONTRACT TITLE

Alaska Railroad Corporation (ARRC) Seward Highway MP 17-22.5 Culvert Replacement Track Work

2. OBJECTIVES/PROJECT SCOPE

Contractor shall be responsible for all construction items associated with this project to the limits shown. All work on ARRC property shall be conducted in strict accordance with the requirements contained in the Standard Specifications for Work on Railroad Property. Unless otherwise specified, all track materials and work methods shall comply with the applicable standards contained herein.

The work involved in this project consists of, but is not necessarily limited to, the following activities:

Contractor shall provide track support as required to remove and replace 14 culverts that pass under the highway and the tracks that are within the Kenai Peninsula Borough. This will require the removal of a section of track at 12 separate locations. This project is located between Seward Highway MP 17 and MP 22.5 north of Seward, AK. Currently the project is scheduled to start in April 2024, weather permitting. If the weather does not provide a sufficient window to complete all work before ARRC southbound passenger traffic begins (approx. mid May), remaining work will be completed beginning in early October 2024.

3. REQUIREMENTS & CONSIDERATIONS:

1. Cut and bolt rail ahead of track outage in preparation for removal of track panel. Cut locations will be marked by DOT contractor.
2. Bolt/Weld track panel back into place after culvert replacement. No new joints will be allowed in the rail. Replacement of rail with used 39', 115# rail may be allowed with ARRC approval.
3. Surface and gauge-face grinding on any rail mismatch.
4. Surface track back to ARRC standards.
5. Contract Type. The ARRC will award this work on a firm fixed price basis.
6. Period of Performance
 - Substantial Completion date of October 31, 2024. Substantial Completion shall include all items of the SOW except for the deliverables.
 - Final Completion date of **November 14, 2024**.
 - Please note that the schedules are estimates and subject to change pending permitting requirements, train schedules, and field progress. **WORK MAY BE REQUIRED ON WEEKENDS AND/OR NIGHTS.**

7. Special Conditions. Work shall be completed in accordance with the scope of work, project drawings, technical specifications, and these special conditions. In the event of technical specification conflicts, the project drawings shall control.

It is recommended that the Contractor become familiar with the site conditions and review the Owner provided information prior to bidding the work, so as to make their own assessment of what means and methods will be necessary to complete the work.

All construction shall meet the current industry standards for the work being performed. The Contractor will help the Owner or its representative perform construction observation and oversight as required to complete the project and provide quality assurance for the project. All work shall meet all the stipulations stated herein and in any governing permits.

SECTION C

BIDDERS INSTRUCTIONS & SPECIAL REQUIREMENTS (CONSTRUCTION)

To be considered for award, Bids must be made in accordance with the following requirements:

Duty to Seek Clarification: ARRC shall not be held responsible for a Bidder's lack of understanding of what is required by the Invitation to Bid. Should a Bidder not understand any aspect of the Invitation to Bid, or require further explanation or clarification regarding the intent or requirements of the same, it shall be the responsibility of the Bidder to seek clarification from ARRC prior to submitting his or her Bid.

Terms and Conditions: Any resulting contract from this Invitation to Bid shall incorporate the general terms and conditions contained in this bid package.

Contract Documents: Bidders shall familiarize themselves with the requirements of all of the Contract Documents which include, but are not limited to the "Bidders Instructions & Special Requirements", the Invitation to Bid, Bid and Contract Forms, General Conditions, Special Conditions, Specifications, Drawings, any Addenda issued prior to the receipt of Bids, and any other documents referenced or incorporated therein.

Examination and Interpretation of Documents: Each Bidder shall examine the Contract Documents carefully and shall make written requests to ARRC prior to Bid submission for interpretation or correction of any ambiguity, inconsistency, discrepancy, omission, or error therein which the bidder may discover. Any interpretation or correction will be issued in an Addendum by ARRC. Only a written interpretation or correction shall be binding. No Bidder shall rely on any interpretation or correction given by any other method.

Addenda: ARRC may modify the Invitation to Bid prior to the date fixed for opening of Bids by issuance of an Addendum to all parties who have been furnished the Bid Package for bidding purposes. Bidders must acknowledge receipt of all Addenda on the Construction Bid Form [Form 395-0121].

Qualification of Bidders: Pursuant to ARRC Procurement Rule 1600.3, before a Bid is considered for award, ARRC may request a Bidder to submit information regarding the Bidder's capability in all respects to fully perform the contract requirements or the individual integrity and reliability which will assure good faith performance. Such information shall include the Bidder's prior experience in performing comparable Work, the availability of necessary financing, equipment, facilities, expertise and personnel to perform the Work and whether he or she has ever been terminated or defaulted on construction work.

Bid Forms: Bids must be submitted on the forms provided by ARRC, completed in all respects as required by the Bid Forms and other Contract Documents and manually signed by an authorized official of the Bidder. Bidders may make copies of the Bid Forms for submission of Bids.

Submission of Bids: Bids must be submitted as directed in the Invitation to Bid prior to the exact time set for opening bids. Late bids will not be considered.

Modification, Correction, Withdrawal of Bids: Modification, correction or withdrawal of Bids will be allowed only as provided in ARRC Procurement Rule 1200.8.

Bid Opening: Bids will be opened in public at the time set forth in the Invitation to Bid in accordance with ARRC Procurement Rule 1200.6. The contents of the Bids will be open for public inspection after the notice of intent to award a contract is given.

Evaluation of Bids: Bids will be evaluated in accordance with the provisions of ARRC Procurement Rule 1200.7. Alternative bids, if called for, are intended to provide ARRC a range of comparative costs which will allow identification of the combinations most responsive to ARRC's need. The order in which the alternatives are listed or set out in the Invitation to Bid should not be taken as any indication as to the order in which ARRC may elect to select the alternatives, if any. Bidders shall submit bid prices for all alternatives stated in the Invitation to Bid

and are advised that the order in which the alternatives, if any, are chosen by ARRC, may affect which Bidder is the lowest responsive and responsible Bidder.

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

Rejection of Bids: ARRC reserves the right to waive minor defects or informalities in a Bid in accordance with the provisions of ARRC Procurement Rule 1200.8, or to reject any or all Bids in accordance with the provisions of ARRC Procurement Rule 1600.2.

Award of Contract: Unless the Invitation to Bid is canceled or all bids are rejected, the procurement officer shall award a contract based on the solicited bids with reasonable promptness by written notice to the lowest, responsible and responsive Bidder whose bid conforms in all material respects to the requirements and criteria set out in the Invitation to Bid.

Execution of Contract: A written contract must be signed by the Bidder to whom an award is made and returned to ARRC within ten (10) calendar days, together with all required performance and payment bonds, and certificate(s) of insurance in the amounts required by the Invitation to Bid. The Bidder to whom award is made shall not be permitted to occupy the project site until he has first obtained the required insurance and submitted to ARRC proof of such insurance together with a statement certifying that said insurance conforms to requirements set forth in the Invitation to Bid.

Failure to Execute Contract: If the Bidder to whom the Contract is awarded refuses or neglects to execute it, or fails to furnish the required bonds and insurance within the time specified, the amount of his bid security may be retained by ARRC as liquidated damages.

Government Contract Requirements: If Federal funds will be used to pay for any part of the project described in the Invitation to Bid, any contract awarded hereunder will contain provisions requiring the successful Bidder to comply with all pertinent provisions, agreements, and clauses of the subject federal grant and all pertinent laws, regulations, Presidential directives, and executive orders to the extent they apply to the subject matter of the contract.

Drug and Alcohol-Free Workplace: Safety is paramount at ARRC. For that reason, ARRC maintains an alcohol and drug-free workplace and requires that the Contractor do the same. At all times during the performance of this contract, the Contractor shall have in place a written drug and alcohol program that includes, at a minimum, the following:

- a. a requirement that all applicants present a negative pre-employment drug screen prior to being hired by the Contractor;
- b. a requirement that employees submit to a "reasonable suspicion" drug and/or alcohol test when showing signs and symptoms of drug and/or alcohol influence on duty;
- c. a requirement that employees submit to "reasonable cause/post-accident" drug and alcohol tests following certain accidents or incidents (with the threshold level triggering testing to be determined by the Contractor);
- d. a provision defining a positive alcohol test as one that reveals a breath alcohol level of .02 or greater;
- e. a provision defining a positive drug test as one that reveals concentrations at the levels set forth in 49 C.F.R. § 40.87(b)(screening test) and 49 C.F.R. § 40.87(c)(confirmatory test) or greater;
- f. a provision that outlines the consequences of a positive drug or alcohol test and the consequences of an employee's refusal to submit to drug/alcohol testing; and

- g. a provision that establishes the conditions under which an employee may return to work following a positive drug and/or alcohol test, which at a minimum include an evaluation by a substance abuse professional and compliance with a recommended treatment program.

The Contractor agrees that at any time during the performance of this contract, if an ARRC employee reports to the Contractor that an employee of the Contractor or its subcontractor is showing signs and symptoms of drug/alcohol influence on duty, the Contractor shall remove the employee from ARRC property immediately and shall have the employee tested for drug/alcohol influence. If the employee tests positive, the Contractor shall ensure that the employee is not returned to work on the project until he/she has met the return to work requirements contained in the Contractor's written program.

All contractors and subcontractors providing Roadway Worker services for ARRC will be required to register with Avetta, a third-party verification company that ARRC has engaged to verify and track contractor compliance with 49 C.F.R. Part 219 as well as other contractor responsibilities. The cost for each contractor to register will vary based on the services provided, and will be paid by the contractor directly to Avetta.

Resources to assist with registration: Avetta <https://www.avetta.com/>
Avetta team at 800-506-7427.
Part 219 questions: ARRC Compliance Manager: 907-265-2533.

Offer Acceptance Period: For the purpose of award, offers made in accordance with this ITB shall be good and firm for a period of thirty (30) days from the date of bid opening.

Site-Safety Plan Requirement: Before the contractor or any subcontractor begins any construction related work under this contract including but not limited to mobilization, equipment setup, storage, etc., taking place on sites under Alaska Railroad Corporation (ARRC) control, they will submit a site Health and Safety Plan to ARRC for compatibility acceptance.

The plan must be compatible with ARRC Safety Policies, including On-Track Safety, ARRC on-site employee safety including safety for Project Managers, Construction Managers, Flaggers, Visitors, Safety personnel, Quality Assurance staff, vendors, and the public. The plan must outline procedures for first aid, emergency response, chemical exposures, spills, site sign-in requirements for site-safety briefings, coordination with ARRC dispatch, Section 6.16 (SAFETY AND PROTECTION), Section 6.17 (WORK SAFETY ON RAILROAD PROPERTY), and Section 6.18 (EMERGENCIES), other sections of the contract GENERAL CONDITIONS, Appendix F.

A complete, detailed Site-Safety Plan shall be submitted to the Project Manager at least 10 days prior to commencement of any Work on the Project

CONTRACTOR'S INSTRUCTION FOR SUBMITTING CERTIFIED PAYROLL:

This contract may include work on an Alaska Railroad Corporation (ARRC) construction project, which is subject to the wage/certified payroll requirements of the DOLWD and/or it may include work on a federally funded construction project and be subject to U. S. Department of Labor Davis-Bacon Act wage/certified payroll requirements. As part of the contract the following will be required:

1. All contractors paid under a construction contract funded in whole or in part with federal funds shall pay laborers and mechanics the higher of the two wages listed in this contract from the U. S. Department of Labor (www.access.gpo.gov/davisbacon/) or from the DOLWD (www.labor.state.ak.us/lss/home.htm). Contractors paid under ARRC only funded construction contracts shall pay laborers and mechanics the appropriate wage established by the DOLWD, which is often called Little Davis-Bacon wages.
2. All contractors employing laborers and mechanics under this contract, including the

owner/operator if he or she worked on the job, must submit weekly certified payrolls that contain the information listed on the DOLWD Weekly Certified Payroll Form 07-6058, pages 1 and 2. Owner/operators working on the project as mechanics or laborers, either as prime or subcontractor, must file certified payrolls and record all information including the hourly wage, fringe benefits, hours worked, overtime, et cetera, however they can defer the weekly payment and write over the total deductions and net pay boxes "owner/operator." Page 2 is the "Statement of Compliance" and must bear an original signature. The prime contractor is responsible for gathering the certified payrolls, with original signatures, from each subcontractor and for submitting them, along with its own, to the ARRC Certified Payroll Processor.

3. **Private utility companies** exempt by the state of Alaska from filing certified payrolls because they are working on their own lines must provide a copy of the state approved sworn work affidavit indicating they are paying state DOLWD required wages. Private Utility companies shall file Notices of Work (NOW) and Notices of Completion (NOC) with DOLWD, listing subcontractors, if any. The DOLWD approved finalized affidavit, NOW, and NOC shall be sent to the ARRC. The utility company shall collect original certified payrolls from all subcontractors and submit them weekly to the ARRC as outlined in these submission instructions.
4. These weekly certified payrolls must be uploaded to ARRC's web portal within seven days after the regular "payday" for that certified payroll at the following web address: <https://certpayportal.akrr.com/> A website login will be required to be set up prior to the first submission.
5. The contractor and its subcontractors are also responsible for filing certified payrolls with DOLWD as required.
6. The certified payroll must be completely filled out by the contractor including, but not limited to:
 - i. **Contractor's complete name**, including join ventures, Inc., LLC. etc.
 - ii. **Contractor's license number**, also called the contractor's registration number, is required in addition to a business license to do construction work in the state. The prime contractor must be registered even if the contractor does not work on the site, but only uses site subcontractors.
 - iii. **Employee's**
 - a. Name
 - b. Address (domicile and mailing)
 - c. Social security number
 - d. Job classification
 - e. Hours worked
 - f. Wages/fringe benefits paid

Owner/operators working on the project as mechanics or laborers, either as prime or subcontractor, must file certified payrolls and record all information including the hourly wage, fringe benefits, hours worked, overtime, et cetera, however they can defer the weekly payment and write over the total deductions and net pay boxes "owner/operator."

iv. **Contracting agency project number**, which is the ARRC contract/purchase order number, is listed on the DOLWD finalized Notice of Work. This notice also lists the **DOLWD project number, project name, and location**. The prime contractor will supply all of this information to its subcontractors.

v. **Week ending date and payroll numbers**. The first week or part of a week of payroll will be designated as payroll number 1 for the first week, 2 for the second week, etc. until the final week worked on the project. The final payroll must be marked FINAL.

vi. The **Statement of Compliance** must be completely filled out indicating how fringe benefits are paid and listing the payroll period. The Statement of Compliance must be signed, dated, and filed (delivered or postmarked) within seven days of the payment date of the payroll. The Statement of Compliance must have an original signature.

vii. **Stamp or write “Confidential”** on the certified payroll to help ensure the privacy of contractor employees. Failure to submit timely, complete, and accurate weekly certified payrolls to ARRC may result in the delay of payment on the contract. Sample copies of DOLWD certified payroll forms with the “Statement of Compliance” are shown in Appendix B.

State of Alaska Certified Payroll Form, 07-6058



CERTIFIED PAYROLL

Alaska Department of Labor & Workforce Development
Labor Standards & Safety Division
Wage & Hour Administration

Contractor Name		Subcontractor		Address															
Alaska Strong Steel, Inc				782 Northridge Avenue, Anchorage, AK 99503															
Contractor License No.	Contractor License No.	Week Ending	Payroll No.	Contracting Agency Project #	Dept. Labor Project #														
907-555-1212	28888	18-Dec-04	1	35014	04/12-1500														
Name, SSN, Permanent Domicile Address (NO P.O. BOX or RURAL ROUTES ACCEPTED) and Mailing Address (if different) for each employee		Specific Work Class Code including certificate #s for Electricians, Plumbers, Painters, Foundrymen, Asbestos Workers, Truck drivers, school truck license number	Union Membership? (NONE put N/A)	Apprentice (%) if Applicable	OT	ST	FB	OT	ST	FB	OT	ST	FB	OT	ST	FB	OT	ST	FB
Joe H. Worker; SSN: 555-55-5555 316 Timber Lake Road Anchorage, AK 99515		S0301																	
		Classification: Carpenter Certificate # Truck License #	N/A																
		Classification Code:																	
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SECTION D

FORMS

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 ventures 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: (____) _____ EMAIL: _____

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 may be requested:

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 **may be requested.**

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.

ALASKA RAILROAD CORPORATION CONSTRUCTION BID FORM
Of:

NAME _____

ADDRESS _____

To the CONTRACTING OFFICER, ALASKA RAILROAD CORPORATION:

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

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

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

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

The Undersigned proposes to furnish a Payment Bond in the amount of One Hundred Percent (100%) and a Performance Bond in the amount of One Hundred Percent (100%) (of the contract), as surety conditioned for the full, complete and faithful performance of this contract. The Undersigned acknowledges receipt of the following addenda to the drawings and/or specifications (give number and date of each).

Addenda No. Date Issued Addenda No. Date Issued Addenda No. Date Issued

NON-COLLUSION AFFIDAVIT

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

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

Signature

Name and Title of Person Signing

Telephone Number

E-Mail Address

Form 395-0121 (12/99)

ALASKA RAILROAD CORPORATION – BID BOND

ITB #		DATE BOND EXECUTED
PRINCIPAL (Legal name and business address)		TYPE OF ORGANIZATION
		<input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> CORPORATION
		9 STATE OF INCORPORATION
SURETY(IES) (Name and business address)		
A.	B.	C.
PENAL SUM OF BOND		DATE OF BID

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

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

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

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

PRINCIPAL				
Signature(s)	1.	2.	3.	Corporate Seal
Name(s) & Titles [Typed]	1.	2.	3.	

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

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

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

INSTRUCTIONS

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

**ALASKA RAILROAD CORPORATION
SAMPLE CONSTRUCTION CONTRACT**

Contract Number: _____

This CONTRACT, between the ALASKA RAILROAD CORPORATION, herein called ARRC, acting by and through its Contracting Officer, and _____.

A Corporation, incorporated under the laws of the State of Alaska, its successors and assigns, hereinafter called the Contractor, is effective the date of the signature of the Contracting Officer on this document.

Billing Information: Invoices shall be submitted to Accounts Payable, Alaska Railroad Corporation, PO Box 107500, Anchorage, AK 99510-7500. Please reference your contract number on all invoices and correspondence.

WITNESSETH: That the Contractor, for and in consideration of the payment or payments herein specified and agreed to by ARRC, hereby covenants and agrees to furnish and deliver all the materials and to do and perform all the work and labor required in the construction of the following project: **ITB** _____
_____ at the prices bid by the Contractor for the respective estimated quantities aggregating approximately the sum of: **Bid amount** _____ **dollars and /cents (\$_____ .00)** for the Base Bid and such other items as are mentioned in the original Bid, which Bid and prices named, together with the Contract Documents (Invitation to Bid, Addenda & Contract) and Contractors Bid are made a part of this Contract and accepted as such, the project being situated between the Alaska Railroad stations of Potter and Girdwood, Alaska.

It is distinctly understood and agreed that no claim for additional work or materials, done or furnished by the Contractor and not specifically herein provided for shall be allowed by ARRC, nor shall the Contractor do any work or furnish any material not covered by this Contract, unless such work is ordered in writing by ARRC. In no event shall ARRC be liable for any materials furnished or used, or for any work or labor done, unless the materials, work, or labor are required by the Contract or on written order furnished by ARRC. Any such work or materials which may be done or furnished by the Contractor without written order first being given shall be at the Contractor's own risk, cost, and expense and the Contractor hereby covenants and agrees to make no claim for compensation for work or materials done or furnished without any such written order.

The Contractor further covenants and agrees that all materials shall be furnished and delivered and all labor, equipment, shall be done and performed, in every respect, to the satisfaction of ARRC by _____.

It is expressly understood and agreed that in case of the failure on the part of the Contractor, for any reason, except with the written consent of ARRC, to complete the furnishing and delivery of materials and

the doing and performance of the work before the aforesaid date, ARRC shall have the right to deduct from any money due or which may become due the Contractor, or if no money shall be due, ARRC shall have the right to recover liquidated damages as spelled out in General Conditions, Construction. The bonds given by the Contractor in the sum of: **100% of Bid Amount \$_____ Payment Bond, and 100% of Bid Amount \$_____ Performance Bond**, to secure the proper compliance with the terms and provisions of this Contract, are submitted herewith and made a part hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Contract and hereby agree to its terms and conditions.

CONTRACTOR

Name of Contractor

Signature

Date

Name and Title

(Corporate Seal)

ALASKA RAILROAD CORPORATION

Contracting Officer (Signature)

Date

Typed or Print Name

ALASKA RAILROAD CORPORATION

SUBCONTRACTOR LIST
[First Tier Subcontractors Only]

The apparent low bidder shall complete this form and submit it so as to be received by the Contracting Officer prior to the close of business on the **Fifth (5th) Working Day** after receipt of written notice from the Alaska Railroad Corporation.

Failure to submit this form with all required information by the due date will result in the bidder being declared non-responsive and may result in the forfeiture of the Bid Security.

Scope of work must be clearly defined. If an item of work is to be performed by more than one (1) firm, indicate the portion or percent of work to be done by each.

Check as applicable: All work on the below-referenced project will be accomplished without subcontracts greater than 1/2 of 1% of the contract amount.

Or

Subcontractor List is as follows:

FIRM NAME, ADDRESS, TELEPHONE NUMBER	BUSINESS LICENSE NUMBER AND CONTRACTOR'S REGISTRATION NUMBER	SCOPE OF WORK TO BE PERFORMED	TOTAL DOLLAR AMOUNT OF WORK

[CONTINUE SUBCONTRACTOR INFORMATION BELOW]

I hereby certify that the above-listed licenses and registrations were valid at the time bids were received for this project. For contracts involving Federal-aid funding, Alaska Business License and Contractor Registration will be required prior to award of a subcontract.

COMPANY NAME

SIGNATURE BY AND FOR THE BIDDER

COMPANY ADDRESS

PRINTED NAME OF BIDDER

COMPANY ADDRESS

DATE OF BID

CONTACT PHONE NUMBER

CONTACT E-MAIL NUMBER

INSTRUCTIONS

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

ALASKA RAILROAD CORPORATION – PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

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

WHEREAS, the said Principal has entered into a written contract with said Alaska Railroad Corporation,
on the _____ of _____, 20_____,
for _____,
said work to be done according to the terms of said contract. **ARRC Project: ITB** _____

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

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

Principal: _____
Address: _____
Telephone Number: _____
Contact Name: _____

By: _____

By: _____

Surety: _____

Address: _____

Contact Name: _____

By: _____

By: _____

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

Alaska Railroad Corporation

[Authorized Representative] Date

INSTRUCTIONS

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

SECTION E

GENERAL CONDITIONS
(CONSTRUCTION)
(Revised 01/08/16)

https://www.alaskarailroad.com/sites/default/files/procurement/General_Conditions_for_Construction_Rev_May_3_2022-use_with_Supplimentary_Conditions.pdf

SECTION F

SUPPLEMENTAL CONDITIONS

SC-01 Safety

1. Roadway Worker Protection: Safety is of the utmost importance for the Alaska Railroad Corporation (ARRC); refer to ARRC General Conditions Section 6.17-Work Safety on Railroad Property. Note that a Railroad Safety Plan will be required. Contractor's project supervisors, foremen, and vehicle operators will be required to complete an ARRC safety presentation. All Contractor employees expected to be working on or near the track are encouraged to complete an RWP course. An approved on-line version of this course is offered at www.contractororientation.com.
2. Personal Protective Equipment (PPE): All Contractor employees working on ARRC property in a field environment are required to wear hard hats, safety glasses, safety boots and other protection as necessary per State and Federal regulations. PPE shall meet applicable American National Standards Institute (ANSI), and American Society for Testing and Materials (ASTM), standards.
3. Passing Trains: Equipment working within 20 feet of the nearest rail, or performing any work at any distance from the rail that may inadvertently foul the track, must stop all operations when a train is approaching or as otherwise directed by the flagman. Ground personnel must move to a safe distance away from the track. All personnel must be aware of loose cargo, straps and banding that may pose a danger while working near the track. At no time shall any work occur within 20 feet of the tracks without an ARRC flagman present at the work site.
4. Injury Reporting: Any personal injury sustained by the Contractor's employees or subcontractors while on ARRC property must be immediately reported to the Owner's Representative. The injury report form provided by ARRC is to be completed and sent by fax to the address indicated on the form no later than the close of shift on the date of the injury.

SC-02 Contract Time

1. Notice to Proceed: It is anticipated that the awarded Contractor will receive the Notice to Proceed (NTP) within Seven days of the bid opening.
2. Substantial Completion: Substantial Completion shall be on or before **October 30, 2024**, unless accepted and agreed upon otherwise by the Owner. This completion scope includes all work items contained within the contract documents, properly completed, approved by the Owner and fully serviceable for the intended use.
3. Final Completion: Final Completion of all work shall be on or before **November 14, 2024**.

SC-03 Construction Scheduling

1. All work is to be scheduled in coordination with the Owner's Representative and other ARRC onsite work. Flexibility and accommodation is key as each location should be impacted for a minimal amount of time.

SC-04 Unit Price Bid

1. The project is to be bid by the unit price for all labor, supervision, materials, equipment, transportation, disposal, administration and all other incidentals necessary to undertake and complete the work in accordance with the Contract Documents. Progress payments will be based upon the percent completion of the itemized costs included in the Contractor's Schedule of Values. The percent completion must be accepted and approved by the Owner's Representative. No measurement or payment will be made for wasted materials, for work done for the convenience of the Contractor, or for work that is not in accordance with the Contract Documents. Payment will constitute full compensation for performing all work included within the Contract Documents and for all risk, loss, damage and expense arising out of the nature or prosecution of the work, subject to General Conditions 13.18.

SC-05 Minimum Work to be performed by Contractor

1. The Contractor shall perform with their own organization not less than 51% of the original contract base amount.

SC-06 Construction Requirements

1. General Requirements:
 - a. All construction, reconstruction, operation and maintenance on Railroad property shall be performed in compliance with these specifications. For the purposes of this contract, the project limits within the existing or new rights-of-way shall be considered Railroad property.
 - b. Whenever in the opinion of the Owner's Representative, the construction may cause a hazard to the safe operation of the Railroad; they may place at the site of the work the required number of qualified employees to protect the Railroad's operations. The providing of such employees and such other precautions as may be taken shall not relieve the Contractor, nor subcontractors from liability for the payment of damages caused by their operations. ARRC shall be the sole judge of the necessity for, and as to the number and classification of employees required. All ARRC cost and expense for providing such additional employees shall be collected from the Contractor, except for flagging which shall be paid for as described in the ARRC General Conditions 6.17.
 - c. No substances shall be discharged onto ARRC property. Should a discharge occur, it must be reported by the quickest means possible to the Owner's Representative. All spills and discharges must be reported to ARRC Environmental Operations, Matt Kelzenberg (748-2470) or Eric White (748-2196). If unable to contact Environmental Operations, the Contractor must notify the Chief Dispatcher at 265-2421.
2. Protection of Railroad Traffic and Property
 - a. The Contractor shall make provisions satisfactory to the Owner's Representative against disturbing, in any manner, the embankment, structures and tracks during construction. If the work to be performed by the Contractor shall, as determined by the Owner's Representative, weaken or undermine the Railroad's embankment, structures or tracks, then said work shall be stopped, upon notice to do so. Should any damage occur to ARRC property as a result of the Contractor's unauthorized or negligent operations, the Owner may repair such damages and/or perform any work for protection of its property it may deem necessary and the actual cost thereof shall be borne by the Contractor.

- b. The Contractor shall follow Federal, State and local governmental guidelines and suggestions for notification and location of utility locations before proceeding with work.
- c. The Contractor shall, before entering onto the property of the ARRC or project limits for the performance of any construction work or work preparatory thereto, secure permission from the Owner's Representative for the occupancy and use of the ARRC property and shall confer with the Owner's Representative relative to the requirements for Railroad clearances, operation, Contractor's temporary construction crossing and general safety regulations.
- d. The Contractor shall, upon the completion of the work, remove from the property of the ARRC, all machinery, equipment, surplus materials, false work, rubbish and temporary buildings made necessary by the contract operations, and to leave said property in a neat condition satisfactory to the Owner's Representative.

3. Personal Injury Reporting

- a. ARRC is required to report certain injuries as a part of compliance with Federal reporting requirements.
- b. Any personal injury sustained by a Contractor employee while on ARRC property must be reported immediately (by fax or email if unable to contact in person) to the Owner's Representative in charge of the project. The injury report form provided by the Railroad is to be completed and given to the Owner's Representative, no later than the close of shift on the date of injury.
- c. The Contractor shall submit a one page typed report to Owner's Representative within seventy-two (72) hours of incident. The report shall be a brief narrative describing the details of the incident, root cause as developed during injury investigation and corrective measures recommended to prevent re-occurrences.
- d. Non-Injury Incident Reporting. Any non-injury incident involving a Contractor employee or equipment while on ARRC property must be reported immediately (by fax or email if unable to contact in person) to the Owner's Representative in charge of the project. The incident report form provided by the Railroad is to be completed and given to the Owner's Representative, no later than the close of shift on the date of the incident.

4. Delay Damages

- a. Whether or not the Contractor's right to proceed with the Work is terminated, he and his sureties shall be liable for the damages resulting from his refusal or failure to complete the Work within the specified time. Liquidated damages for delay shall be paid by the Contractor or his Surety to the Owner for each Calendar Day past the agreed upon Interim Percentage Completion dates, as well as the for each Calendar Day past the Completion Date. If such amount of liquidated damages is not established by the Contract Documents, then the Contractor and his Surety shall be liable to the Owner for any actual damages occasioned by such delay.

5. Clean-up

- a. At the end of each day's work, the job site shall be cleaned up and left in a neat and workman-like condition. Before calling for final inspection the entire premises shall be cleaned up to the satisfaction of the Engineer.

SC-07 Rail Operations Coordination

All work on ARRC Property shall be conducted in such a manner as to prevent delays to trains or other rail traffic operated by ARRC. ARRC will provide a weekly forecast of train traffic and the ARRC flag persons will provide daily updates of anticipated train traffic. Under no circumstances, however, will the ARRC be liable in any way for delays to the Contractor's work created by any changes or deviations from anticipated train schedules.

1. Railroad Flagging

Whenever an ARRC flag person is required for performance of the Work, he or she will be provided by the ARRC at no expense to the Contractor. A minimum of ten (10) business days' notice is required for ARRC flag protection. Whenever an ARRC flag person is required for performance of the work, he or she will work for no more than Twelve (12) hours in a Twenty-four (24) hour period.

SC-08 Contractors Special Instructions for Submitting Certified Payroll

The Contractor shall submit State of Alaska, DOL Certified Payroll broken down by location. Each location's Certified Payroll will have the same ARRC contract number followed by a dash and a single digit number per the order of locations as stated in the Cost Schedule.

SC-09 Contacts

Please direct all responses and/or questions concerning this ITB to C. Lee Thompson, Alaska Railroad Corporation 327 Ship Creek Avenue, Anchorage, AK 99501, telephone number 907-265-2355, cel. Number 907-854-3141 or at email address ThompsonC@gmail.com.

ARRC Procurement Officer - C. Lee Thompson: 907-265-2355

ARRC Project Manager - Andrew Reynolds: 907-265-4209

END OF SUPPLEMENTAL

SECTION G

TECHNICAL SPECIFICATIONS

Section 240, Railroad

240-1.01 DESCRIPTION. The Contractor shall be responsible for all railroad trackwork and construction items associated with this Project within the limits shown on the Plans. All work on ARRC property shall be conducted in strict accordance with the requirements contained herein and Supplementary Condition **Error! Reference source not found.** Unless otherwise specified, all track materials and work methods shall comply with the applicable standards contained herein.

240-1.02 DEFINITIONS.

1. ARRC. Alaska Railroad Corporation.
2. AREMA. American Railway Engineering and Maintenance-of-Way Association.
3. W.C.L.I.B. West Coast Lumberman's Inspection Bureau.
4. FRA. Federal Railroad Administration.

240-1.03 REFERENCED STANDARDS.

1. ARRC Standard Plans.
2. AREMA Manual for Railway Engineering
3. AREMA Portfolio of Trackwork Plans
4. All standards listed in each section of these specifications but referenced thereafter by a basic designation only (e.g., *AREMA*), form a part of the specifications to the extent indicated by the reference. The most recent edition of the standard at the time of advertising shall apply.

240-1.04 REFERENCED DRAWINGS. Drawings are incorporated by reference herein and made a part of these specifications.

240-1.05 STORAGE. Storage facilities shall be in areas designated by the Owner or Owner's Representative.

240-1.06 CLEAN-UP. At the end of each day's Work, the job site shall be cleaned up and left in a neat, safe, secure, and workman-like condition.

Before requesting a final inspection, the entire premises shall be cleaned up to the satisfaction of the Owner.

240-1.07 SURVEYING. All surveying work necessary for the performance of this project shall be furnished by the Contractor in accordance with SSHC Section 642.

240-1.08 OWNERSHIP. All removed track materials (rails, ties, other track materials) will become the property of the Contractor, except as noted on the Plans or in the Contract Documents. All track materials that become the property of the Contractor shall be removed from the project area and disposed of in a Contractor-furnished waste disposal site in accordance with all federal, local, state, and tribal regulations; removal and disposal shall be before Substantial Completion unless otherwise approved by the Owner.

Section 241, Railroad Ballast

241-1.01 DESCRIPTION. The Contractor shall be responsible for placing, tamping and shaping railroad ballast and surfacing and lining new and existing track and turnouts, in conformance with

the lines, grades and thickness' shown on the Plans.

241-2.01 MATERIALS. Prepared ballast shall be crushed shot rock or crushed pit-run rock, size No. 3, composed of hard, strong and durable particles, free from injurious amounts of deleterious substances and conforming to the following requirements:

Table 1 - Rock Quality Tests

Property	Test Method	Limits
Bulk Specific Gravity (SSD)	AASHTO T 85	2.65 min.
Absorption	ASTM C 97	2% max
L.A. Abrasion	AASHTO T 96	50% max. loss after 500 revs.
Freeze/Thaw	ASTM D 5312	5% max. loss after 100 cycles
Wet/Dry	ASTM D 5313	1% max. loss
Degradation	ATM 313	40 min.

Table 2 - ARRC Type 3 Ballast Broad Band Gradation

Test	Procedure	Standard	Frequency
Sampling Aggregate	ASTM D7 5 & ASTM C 702	As required	1 per 1,000 tons
Sieve Analysis	ATM 304, Method A	See Table 3 Below	1 per 1,000 tons
Flat and/or Elongated Particles	USACE CRD-C119	5.0% max.	1 per 1,000 tons
Clay Lumps & Friable Particles	ASTM C 142	0.5% max.	1 per 1,000 tons
Fractured Particles	ASTM D5821	80% min., two face	1 per 1,000 tons
Bulk Specific Gravity (SSD)	AASHTO T 85	2.65 min.	1 per source
Absorption	ASTM C 97	2% max.	1 per source
Magnesium Sulfate Soundness	ASTM C88 (Five Cycles)	1% max.	1 per source
L.A. Abrasion	AASHTO T 96	50% max. loss after 500 revolutions	1 per source

Sieve Opening	2-1/2"	2"	1-1/2"	1"	1/2"	3/8"	No. 200
Percent (%) Passing	100	95-100	35-70	0-15	0-10	0-3	0-0.3

Manufacturing, Handling, Delivery, and Stockpiling of Material. The ballast shall be manufactured, handled, delivered, stockpiled, and placed in such a manner that it is kept clean and free from segregation. Processed ballast shall be washed and/or rescreened as necessary to remove fine particle contamination as defined by the specification prior to stockpiling. Stockpiling of ballast will only be allowed over firm stable base areas. In order to minimize segregation ballast shall be stockpiled in more or less horizontal layers with no dumping over the sides of the stockpile allowed. Travel of construction machinery and other vehicles over the top of the stockpiles shall be kept at a minimum. Contractor will be responsible for the control of dust when hauling to and from stockpile.

CONSTRUCTION REQUIREMENTS

241-3.01 GENERAL. Ballast dumped on subgrade prior to track or turnout construction shall be kept free from material tracked in by construction equipment. Ballast dumped on skeleton track and turnouts shall be distributed uniformly during the dumping operation to minimize the carrying or regulating required to provide the designed ballast section.

241-3.02 BALLAST PLACEMENT.

1. Ballast shall be placed to the lines and grades indicated. The average thickness shall be within one-quarter inch of the thickness shown on the drawings. Ballast shall not be placed on soft, muddy, or frozen areas. Where the prepared subgrade (*roadbed*) is soft, muddy, rutted, exhibits severe depressions, or is otherwise damaged, the ballast shall not be placed until the damaged subgrade has been repaired and the Owner has approved the area.
2. Forming of ruts that would impair proper drainage shall be prevented when distributing ballast from trucks and off track equipment. Any ruts formed greater than one (1) inch shall be leveled and graded to drain.
3. Ballast shall be unloaded as close as possible to the point of use so that unnecessary handling is prevented. Excess ballast shall be picked up and redistributed at the Contractor's expense. Ballast shall be handled in such a manner as to ensure it remains clean of deleterious materials and within specifications.
4. Minimum Ballast Depth: The minimum depth of ballast below the bottom of the tie shall be 12 inches.

241-3.03 TRACK TAMPING, SURFACING AND FINAL DRESSING.

1. This work shall consist of shaping, tamping, surfacing and dressing of the ballast section on all new track and runoffs except that which is included in other work items. These work limits are shown on the plans as the anchoring limits.
2. Preliminary Surfacing. The preliminary alignment and surfacing gangs shall follow the unloading of the ballast. Rail and tie installation, spiking, bolt tightening, and ballast placement shall be complete prior to commencement of surfacing and alignment work.
3. Lifts. The track, after being aligned, shall be brought to grade, surfaced in lifts not to exceed four (4) inches each and tamped. When using jacks, they shall be placed close enough together to prevent undue bending of rail or stress of rail and joint. Both rails shall be raised at one time and as uniformly as possible, except where super-elevation is required. The track shall be lifted so that after a period of not less than five (5) train operations after the last lift, it will be necessary to give the track a final lift of between one (1) and two (2) inches to bring it to grade.
4. Raising and tamping of track shall be performed with an automatic, vibratory, squeeze type power tamper with sixteen (16) tamping heads, capable of raising both rails simultaneously and maintaining cross level. The tamper shall be a Jackson 6700 Series, or an Owner-approved equal, truss type tamper with lift, line and surface capability. If the equipment selected by the Contractor differs from a Jackson 6700 Series, the Contractor must submit equipment make, model, and specifications to the Owner for approval and the equipment shall be subject to inspection and acceptance by the Owner. Every tie in the track shall receive two or more full insertions of the tamping heads. Ballast shall be power-tamped under both sides of ties from each end to a point fifteen (15) inches inside each rail for 8 foot-6 inch ties and eighteen (18) inches for 10 foot ties. The center shall be filled with ballast, but tamping shall not be permitted in the center of the tie between the above stated limits. Both ends of the ties shall be tamped simultaneously and tamping inside and outside of the

rail shall be done at the same time. Tamping tools shall be worked opposite each other on the same tie. Ballast under switch ties and road crossing ties shall be tamped the entire length of each tie and care must be taken not to “center bind ties”. All ties shall be tamped to provide solid bearing against the base of the rail after the track or turnout is raised to grade at final surfacing. All down ties shall be brought up to the base of rail and shall be machine tamped. The resultant track surface and alignment shall be uniform and smooth. Final tamping of track in snow or frozen ballast conditions shall not be permitted. Track that was tamped during such conditions will need to be re-tamped when conditions allow at no cost to the Owner.

5. Contractor shall prepare, for the Owner’s review and approval, a detailed tamping procedure covering tamping equipment and methods. The specification shall include a complete description of equipment to be used and variables that can be adjusted such as:
 - a. Number of insertions of tamping tools per tie.
 - b. Number of passes of tamping machine.
 - c. Depth of penetration.
 - d. Lifting capacity.
 - e. Lining capacity.
 - f. Year, make and model of tamping machine.
6. Replacement of Ties. After tamping has been completed and the jacks removed, any damaged ties shall be removed and replaced. All ties pulled loose or replaced shall be restored to their proper position, re-spiked and re-tamped to provide full bearing against the rail, at no cost to the owner.
7. Runoff of Track Raises. The runoff at the end of a raise shall not exceed one quarter (1/4) inch in thirty-one (31) feet of track unless otherwise noted on the Plan and/or the Contract Documents, or as approved by the Owner.
8. Final Surfacing. After preliminary surfacing has been completed, grade and line stakes shall be checked and the track brought to final grade and alignment.
9. Final Tamping. Track shall be brought to grade and the ballast re-tamped in the manner described for preliminary surfacing, except that the tamping distance inside the rail shall be decreased from 12 to 10 inches for eight (8) foot ties, fifteen (15) to thirteen (13) inches for eight (8) foot-six (6) inch ties, and eighteen (18) to sixteen (16) inches for nine (9) foot and ten (10) foot ties.
 - a. After final tamping is complete, ballast shall be dressed to the section indicated with a Fairmont C154BR ballast regulator, or Owner-approved equal, and all ballast removed from the top of crossties, tie plates and base of rail by the ballast regulator broom. If the equipment selected by the Contractor differs from a Fairmont C154BR, the Contractor must submit equipment make, model, and specifications to the Owner for approval.
10. Surplus ballast remaining after final surfacing and dressing of the ballast section shall be distributed or otherwise disposed of as directed by the Owner.
11. Upon completion of the work, the Contractor shall remove all rubbish, waste, and discarded materials generated by the work from the project area and dispose of the materials in a Contractor-furnished waste disposal site in accordance with all federal, local, state, and tribal regulations. Areas where the Contractor has worked, including but not limited to, project areas, material storage sites, and borrow or disposal areas shall be left in a clean, well-graded, and well-drained condition.
12. One hundred–eighty (180) calendar days after the track has been accepted and put into operation, the Contractor may be required to perform, at no additional cost to the Owner, any necessary resurfacing adjustments to leave the track in alignment and on grade.

13. Completed track shall meet the following tolerances. Track installed by the Contractor not meeting the tolerances specified below shall be repaired to meet said requirements, at no additional cost to the Owner.
- a. Gauge. Track gauge shall be within plus or minus 1/8 inch of standard gauge.
 - b. Alignment. Alignment shall be measured as the deviation of the mid-offset of a 62 foot line, with the ends of the line at points on the gauge side of the line rail, 5/8 inch below the top of the railhead. Either rail may be used as the line rail on tangent track; however, the same rail shall be used for the entire length of the tangent. The outside rail in a curve is always the line rail. Alignment on tangents shall not deviate from uniformity more than 1/2 inch. Alignment on curves shall not deviate from uniformity more than 3/8 inches.
 - c. Track Surface. Track surface shall meet the following requirements:
 - i. The runoff at the end of a raise shall not exceed 1/4 inch for any 31 foot of rail.
 - ii. The deviation from design profile on either rail at the mid-ordinate of a 62 foot chord shall not exceed 1/4 inch.
 - iii. Deviation from design elevations on spirals shall not exceed 1/2 inch.
 - iv. Deviation from zero cross level at any point on tangent or from designated super-elevation on curves or spirals shall not exceed 1/8 inch.
 - v. The difference in cross level between any two points less than 62 foot apart on tangents, and on curves between spirals shall not exceed 1/8 inch.

Section 242. Trackwork

242-1.01 DESCRIPTION. This work consists of constructing mainline track to the alignment and limits shown on the Plans.

242-2.01 MATERIALS. The Owner shall supply all track materials in the Anchorage Yard, with the exception of rail, to construct mainline track. Rail will be provided to the vicinity of the project site by the Owner. The material shall conform to the current AREMA "Manual for Railway Engineering" and as detailed in this specification.

1. **Premium/High Strength Rail**. Rail shall be 115 RE rail section (new or used), last hole blank and 39 feet in length. Rail shall either be head hardened or fully heat treated. Rail shall conform to the latest current AREMA Manual for Railway Engineering, Volume 1, Chapter 4, Rail, Specifications for Steel Rail and ARRC Standard Plan 3.1 with the clarifications listed below. The bidder shall include with their bid response sufficient technical data to allow for a detailed evaluation of the product bid.
 - a. Size. Per AREMA Chapter 4, Part 1, Figure 4-1-1, 115 RE Rail Section.
 - b. Drilling. Rail shall be last hole blank with two 1-1/4 in. diameter holes centered 2-7/8 in. above the base of the rail and 9-1/2 in. and 15-1/2 in. from each end of the rail. For use with 6-hole, 36-in. angle bars and 1-1/16 in. track bolts. Per AREMA.
 - c. Length. Per AREMA Chapter 4, Section 2.1 Article 11, standard length is 80 feet. Rail shorter than 74 feet in length will not be accepted. Rail shorter than 80 feet in length will not be accepted at crossing locations.
2. **Angle Joint Bars**. Angle joint bars shall be new 36 in. head free, standard toeless, 6 holes for use with 115 RE rail with hole spacing to fit rail drilling per AREMA Volume 1, Chapter 4, Section 2.8. Joint bars shall be quenched or medium carbon steel, rolled steel only, heat #16. Hole diameter shall be 1-1/8 in.
3. **Rail Anchors**. In wood tie areas only. Use new rail anchors sized to conform to the rail and "Specifications for Rail Anchors" in Chapter 5, Part 7 of the AREMA Manual. Use Unit V, drive-

on type rail anchors for 115 RE, no substitute. For 115 RE, width 1-3/32 in. x thickness 21/32 in. and weight 1.8 lb. Application shall be by a standard sledgehammer without the use of special tool or an anchor applicator to drive on. Packaging shall be in 50# bags containing 28 each with 75 bags per pallet, banded.

4. Tie Plates.

- a. Crossings and Switch. For 5-1/2 in. rail base for crossings and switches: Shall be PANDROL TPL-P26M, 5.5 x 7-3/4 in. x 15 in. with four 1 in. round holes and two 11/16 in. square holes. 1:40 cant.
- b. Curve and Tangent. Shall be 7-3/4 in. x 14 in. x 5-1/2 in. with B-8 punching, 3/4 in. square holes. 1:40 cant.
- c. Tie Plates. Tie plates may remain in place if they are in serviceable condition.

5. e-Clips. Shall be PANDROL Part Number ECL-2055 (right hand) for use with 115 RE rail and Pandrol tie plates.

6. j-Clips. For use on wood ties with angle joint bars. Shall be PANDROL Part Number J-clip.

7. Screw spikes. New, PANDROL, 15/16 in. x 6 in. SQ HD, Washer Type Part No. 6619, 1.1 pound each. For use with 13/16-in. socket. Packaged 50 to bag. Requires 3/4-in. diameter x 6-in. deep pre-bore in hardwood ties.

8. Track Bolts, Nuts & Washers. Bolts and nuts shall be new and manufactured in accordance with AREMA Volume 1, Chapter 4, Section 1.4 and 2.9. Bolts shall be 1-1/16 in. diameter x 6 inches long for a full nut, lock-washer and 2 threads exposed after tightening, but not to exceed a 1 in. exposure after tightening.

9. Nut-lock Washer (a.k.a. Spring Washer). New, to fit 115 RE rail with thread diameter of 1-1/16 in. Product must conform to current AREMA Specifications Volume 1, Chapter 4, Section 2.10 for Spring Washers and ARRC Standard Plan #7.0.

10. Wooden Cross Ties. Cross ties shall be treated, 7-in. x 9-in. x 10 ft and 7-in. x 9-in. x 8 1/2 ft. Cross ties shall be manufactured in accordance with the current AREMA Manual for Railway Engineering, Chapter 3; W.C.L.I.B. Grading Rules #17, paragraph 192b; and this specification. Hardwood ties shall be new.

- a. Timber. Cross ties shall be sawn from sound, straight live timber, free from any defect that might impair durability and/or strength. Multiples or combinations will not be accepted. Cross ties shall be cut square at the ends and have all bark that impairs treatability entirely removed.
- b. Stump Pull. Stump pulls will be graded the same as holes or splits in the end of a tie. Cross ties with a stump pull that goes into the interior more than 5 in. will be rejected.
- c. Wane. Cross ties shall have a minimum 8 in. face. Minimum face specifications apply to the entire length of the cross tie. All wane shall be free of bark.
- d. Knots. A knot exceeding in diameter 1/4 of the width of the surface on which it appears will be rejected if it occurs in the rail bearing area. Outside the rail bearing area, knots will be accepted up to a diameter of 1/3 of the surface on which they appear. A cluster of knots will be judged as being a large knot in damaging effect. Rail bearing area shall be defined as 20 in. to 40 in. from center of tie.
- e. Cross Grain. Any cross tie with cross grain exceeding one in fifteen will be rejected.
- f. Straightness. A cross tie will be considered straight when (1) a straight line along the top from middle of one end to middle of the other end is not closer than 3 in. from either side of tie, and (2) when a straight line along a side from middle on one end to the middle of the other end is everywhere more than 2 1/2 in. from top or bottom of the tie.
- g. Bark. Any cross tie containing more than a minimal amount of ingrown bark will be rejected.
- h. Saw Kerf. A saw kerf is not required.
- i. Treatment. All treatment shall meet the specifications of the American Wood Preservers

Association Standards Book C6 and the following guidelines. A treatment report shall be accurately completed for all charges and at a minimum shall contain the following:

- i. Charge number
- ii. Date
- iii. Wood species and size
- iv. Total retort time in hours
- v. Conditioning time in hours
- vi. Pressing time in hours
- vii. Retention in pounds per cubic meter
- viii. Average penetration to be shown for oak
- ix. Initial air time, if applicable
- x. Gauge readings and times
- xi. Treating operator's signature
- xii. Seasoned condition (dry or green), if green show moisture content.
- xiii. Final Vacuum
- xiv. Weight of solution at 100 °F
- xv. Work tank number and cylinder number

The preservative shall consist of a mixture of 50 percent by volume of creosote oil and 50 percent by volume of residuum oil, 50/50 coal tar solution may also be used. Final readings shall be entered on the treating report.

- j. Care of Treated Wood. Extreme care shall be used in handling treated cross ties to avoid damage to the edges of the timbers or breaking through the treated portions and exposing untreated wood. The use of peavies, cant hooks, pickaroons, long hooks or pointed tools shall be such as not to break through the treated portion of the wood. If damage during handling which could potentially impair the longevity of material service life, this material shall then be retreated at the Contractor's expense. All cost associated with retreatment, including oil, shall be the responsibility of the Contractor.
- k. Boring. All cross ties shall be bored and adzed in conformance to the ARRC Standard Tie Boring and Adzing Plan 1.13. Adzing may be deleted if vendor will certify that ties furnished will be flat and provide a uniform bearing surface for the tie plates.
- l. Anti-splitting Devices. All hardwood cross ties shall have steel multi-nail anti-splitting end plates in accordance with the current AREMA Manual of Railway Engineering, Chapter 3, Section 1.8 titled "Ties and Wood Preservation", Section 1.9.2.3 titled "Nail Plates", and Section 1.10.3 titled "Nail Plates".
- m. Species. Acceptable hardwood species are Red Oak, White Oak, Hickory, Black Walnut, Gum, Beech, Ash, White Heart Sycamore, Hackberry and Hard Maple.

242-3.01 CONSTRUCTION REQUIREMENTS. Track construction shall be performed in accordance with the current ARRC Standards, AREMA Manual for Railway Engineering, and as specified in this document. Scope of construction includes but is not limited to, unloading and distribution of track material, distribution and spacing of cross ties, laying, bolting and spiking rail, field welding of jointed rail, placing rail anchors, raising, aligning and tamping track, and shaping ballast to the design section. The rail for the crossing panels shall be box anchored to the ties prior to moving the panels.

Construction procedures and methods shall be employed that keep the railroad sub-ballast and ballast sections from becoming rutted or disturbed and any operation that causes damage shall be stopped immediately. Alternate construction methods shall be instituted.

All removed track materials (rails, ties, other track materials) will become the property of the Contractor, except as noted on the Plans or in the Contract Documents. All track materials that become the property of the Contractor shall be removed from the project area and disposed of in a Contractor-furnished waste disposal site in accordance with all federal, local, state, and tribal regulations; removal and disposal shall be before Substantial Completion unless otherwise approved by the Owner.

242-3.02 TRACK ALIGNMENT AND GEOMETRY. The track shall be constructed to the alignment and profile indicated, or as adjusted by the Owner's authorized representative, within the tolerances specified. Contractor shall designate right or left rail, while facing in the direction of increasing stationing, to control the grade of all tangent tracks on a contract-wide basis. Low rail on curves shall be the profile grade rail. High rail on curves shall be the line rail.

242-3.03 TOLERANCES. Deviations from indicated gauge, cross level, horizontal line, profile grade, and tie spacing shall conform to the following requirements:

1. Gauge. Shall be 4 ft-8 ½ in. plus or minus 1/8 in.
2. Cross Level and Super-elevation. Shall be plus or minus 1/8 in. from level on tangent or design super-elevation on curve.
3. Deviation from Horizontal Alignment. Plus or minus ¼ in. in a 62 foot chord. Plus or minus ½ in. total except in road crossings where total deviation shall be plus or minus ¼ in.
4. Deviation from Profile Grade. Shall not exceed plus or minus ¼ in. in 62 foot chord or a total of plus or minus ½ in.
5. Tie Spacing. Distance between centerline on adjacent ties shall be 19 ½ in. for wooden cross ties and not vary more than plus or minus 1 in. from the indicated spacing, with the additional requirements that 48 wooden ties shall be installed per 78 foot of track or 39 concrete ties per 78 foot of track.
6. Acceptance. Final track alignment will be accepted only after ARRC traffic has used the new track and alignment for 3 weeks.

242-3.04 CROSS TIE DISTRIBUTION. Contractor shall receive cross ties from supplier and transport them to the work area in accordance with the AREMA "Handling of Ties from the Tree into the Track" for wooden ties and "Recommended Practices for Shipping, Handling, Application and Use" for concrete ties. Ties shall be placed on a smooth, compacted surface as specified herein, spaced as shown within specified tolerances, and laid normal to the centerline of track with heartwood face down. Line ends of ties in the track shall be aligned uniformly on the right side of track when facing increased stationing.

242-3.05 TIE PLATES AND SCREWS. Tie plates shall be attached to the cross ties with line and hold-down screws to the indicated patterns. Contractor may pre-plate cross ties prior to distribution. If Contractor chooses to pre-plate the cross ties, he shall furnish any additional material required at no added cost to Owner. Contractor shall use a jig to compensate for fabrication tolerances to achieve track gauge tolerances.

242-3.06 RAIL LAYING. Rail shall be laid in accordance with the details and procedures that follow:

1. Rail Distribution. Rails shall be distributed along the roadbed with the head of the rail up and in such a manner and using equipment that will prevent damage to them. Dropping rails from the sides of railcars or trucks will not be permitted.
2. Rail Laying. The base of the rail and surface of the tie and tie plate shall be cleaned prior to laying. Rails shall be laid one at a time without bumping or striking. Rail ends shall be brought

squarely together against the expansion shims and completely bolted before spiking. Rails shall be laid so that the joints in opposite rails are staggered not less than 20 ft apart, plus or minus 24 in., except closer joints may be required at turnouts or roadway crossings. Rails of less than standard length shall be used to space the joints on curves. Rails shorter than 16 ft shall not be used. Rail shall be laid or welded so that no joints are in grade crossings or within 20 ft of the grade crossing surface.

3. Rail Cutting and Drilling. Rails shall be cut square and clean by means of rail saws. Holes for complete bolting of cut rail shall be precisely marked, center punched, and drilled using an exact template for alignment. In no instance shall marking through or drilling through joint bars be allowed. Holes shall be deburred. New holes shall not be drilled between two holes already drilled. Burning or cutting of rails or bolt holes by means of an acetylene torch will not be permitted. All cut rail ends shall be beveled at the head and be hardened to conform to AREMA "Manual Specifications for Steel Rails", Supplementary Requirement S1.
4. Rail Joints. The fishing surface of the rails and joint-bars shall be wire-brushed to remove rust before assembly. Allowance for rail expansion shall be made at all joints by the use of expansion shims placed between the ends of adjacent rails. The proper expansion allowance shall be determined as referenced in Table 3 – Expansion allowance for joints.. Refer to AREMA chapter 5, paragraph 5.3.1 for shim thickness to use for 39 foot rail.

Rail Temperature (°F)	Shim Thickness for 80 (nominal) foot rail (in.)
Below 35	5/16
35-47	1/4
48-60	3/16
61-73	1/8
74-85	1/16
Over 85	None

Table 3 – Expansion allowance for joints.

For shorter lengths of rail, proportionate shim thickness shall be used. The temperature of the rails shall be determined by the use of an AREMA standard rail thermometer, placed on the base of the rails close to the web on the side shaded from the sun. Sufficient time shall be allowed to accurately record the temperature. Care shall be taken to assure that shims are not squeezed or damaged during installation of shims or rails. Shims shall be removed from between rail ends as soon as the bolts have been tightened and the rail anchors applied. All track bolts shall be installed when the rail is laid and tightened before spiking.

Final bolt tension shall be between 20,000 and 30,000 lbs. Bolts shall be tightened once, at the time of rail installation. Final tension shall be checked and adjusted as necessary just prior to final acceptance per AREMA chapter 5, paragraph 5.5.2.

5. Rail Anchoring. Rail anchors shall be located as indicated on ARRC standard plan No. 1.22-03. Rail anchors shall be installed to the gauge side of the rail. Rail anchors shall grip the base of the rail firmly and shall have full bearing against the face of the tie. Rail anchors shall not be moved by driving them along the rail.
6. Tie-in points. When tying into jointed rail on wood ties, every tie in the jointed rail for the distance called out in the Plans shall be box anchored.

242-3.07 THERMITE WELDING.

1. Rails shall be cut square and clean by means of rail saws and cleaned a minimum distance of

six (6) inches from the end with a torch (take care not to overheat the rail) and wire brush to free the area of grease, rust, and other foreign materials, along with any other recommendations of the welding kit manufacturer.

2. No holes shall be permitted in the rail.
3. Welding shall be performed by a certified thermite welder. Certification shall be submitted to Owner.
4. All welds giving fault indication by ultrasonic inspection, magnetic particle inspection or visible inspection shall be replaced at no expense to ARRC. This includes the addition of a rail plug and the additional welds.
5. Any additional work associated with attempting and failing to make a successful weld, resulting in a rail plug and two welds shall be at Contractor's expense.
6. Contractor shall inform the Owner's Representative daily of the location of completed welds. All thermite welds performed under this contract shall be listed on a Daily Thermite Welding Report to be provided by ARRC as required.
7. Contractor and Owner's Representative will visually inspect all welds for surface cracks. Welds with surface cracks visible to the eye shall not be acceptable.
8. Contractor shall furnish all equipment and material required in the production of thermite welds.
9. Thermite welding materials and equipment shall be from an approved source. ARRC shall be notified in writing as to the source, and will notify Contractor if the source is not acceptable.
10. Welding shall be done in accordance with Chapter 4, Part 2 of AREMA Manual, articles "Thermite Welding Rail Joints and Specifications for Fabrication of Continuous Welded Rail", except as modified by these specifications.
 - a. The faces of the rail ends shall be arranged at right angles by cutting or grinding and shall be further cleaned to remove all scale and rust.
 - b. The ends of the rails to be welded shall be properly gapped and aligned to produce a weld, which shall conform to the specified alignment tolerances. No dip in the rails shall be allowed. Refer to Section 242-3.08 for "Detail of Max. Vertical Offset" and "Tolerances for Thermite Welds".
 - c. Before preheating check the rail temperature with a rail thermometer if the rail temperature is below thirty five (35) degrees Fahrenheit, the following procedures shall be followed to ensure that a proper preheat is made.
 - d. Both rails must have supplemental heat applied to raise the rail temperature to provide for controlled cooling.
 - i. The length of rail to be supplementally heated shall be between thirty (30) and thirty six (36) inches for rail temperatures from thirty five (35) down to fifteen (15) degrees Fahrenheit.
 - ii. Depending upon the type of change expected, one of the following procedures will assist in preventing temperature induced stresses from affecting the quality of the weld:
 - (1) Rail temperature is low and a raise in temperatures is anticipated, the rail expander should be set to expand the gap and enough pressure built up to cause a slight subsequent increase in the gap. This should prevent any subsequent decrease in gap width.
 - (2) Rail temperature is high and a drop in temperature is anticipated the rail expander should be set up to pull and enough pressure built up to cause a slight subsequent decrease in width.

Whenever either of the above procedures is required, the final gap width shall be as stated in the manufacturer's instructions for the rail weight being welded.

11. Rail ends shall be preheated prior to welding to a sufficient temperature and for a sufficient time to ensure full fusion of the weld metal to the rail ends without cracking of the rail or weld, per manufacturer's instructions.
12. The mold shall be left in place after tapping for a sufficient time to permit complete solidification of the molten metal and proper slow cooling to prevent cracking and provide a complete weld with the proper hardness and ductility.
13. The completed weld shall be finished by mechanically controlled grinding to conform to the same requirements specified for shop welding including grinding under the base.
14. Wearing protective clothing and safety equipment is required during welding operations.
15. Never dump hot slag on wet soil, wet ballast or into water.
16. On curves where the slag basin is placed on the low side, the plug portion of the mold shall be filled so that it is horizontal when placed in the mold and will cause the molten metal to flow equally to both sides of the mold.
17. Thermite welds shall not be made within three (3) feet of another thermite weld or within twelve (12) inches of a plant weld or within two and one half (2-1/2) feet from the end of a bonded joint without written approval by the Owner's Representative.
18. Contractor shall re-space cross ties as necessary to prevent a weld from sitting on a tie. The cost incurred by Contractor to re-space the crossties will be considered incidental to the cost of completing a thermite weld. It is acceptable to cut the rail in order to prevent a weld from sitting on a tie.
19. Contractor shall tamp and dress track, as necessary, to provide firm support at the weld.
20. Contractor shall plug and re-drive all necessary spikes.
21. Contractor shall properly re-apply and adjust anchors as necessary to conform to anchor pattern.
22. Contractor shall clean up all waste from the field welding process and shall dispose of all superfluous materials.
23. No payment will be made for additional welds created by avoidable plugging, without written authority of the Owner's Representative.

242-3.08 WELD FINISHING AND TOLERANCES.

1. Welded joints in the finished track shall be brought to a true surface and alignment by means of a proper grinding or planing machine (shear). Finish grinding shall be performed with an approved profile grinder operated by a skilled workman grinding evenly and leaving the joints in a smooth and satisfactory condition. Finishing shall eliminate all cracks. Mechanically controlled grinding in conformance with the following requirements shall finish the completed weld:
 - a. Maximum Vertical Offset. The maximum vertical offset in the vertical plane shall be no greater than 0.060 inches measured 1 inch from the weld fusion line.
 - b. Combined Vertical Offset and Crown. The maximum combined vertical offset and crown shall be no greater than 0.060 inches.
 - c. Dip Camber. No dip camber is allowed. Contractor shall remove and replace any sections of rail with dip camber at his own expense.
 - d. Horizontal Offset. The maximum horizontal alignment offset shall be no greater than 0.030 inches.
 - e. Horizontal Offset and Kink (to gauge side of rail). The maximum horizontal alignment offset and kink shall be no greater than 0.030 inches.
 - f. Horizontal Offset and Kink (to field side of rail). The maximum horizontal alignment offset and kink shall be no greater than 0.015 inches.
 - g. Measurements. Shall be made with an approved 36-inch straight edge and taper gauge.

242-3.09 WELD QUALITY. Each completed weld shall have full penetration and complete fusion

and be entirely free of cracks or fissures. Welds shall meet the acceptance criteria given in AWS D1.1.

Quality control testing is required on all welds. The contractor shall supply the ARRC with certified ultrasonic weld test results prior to the installation of the crossing.

Contractor shall guarantee welds for a period of twelve (12) months after final acceptance date.

242-3.10 WELD NUMBERING. The Contractor shall semi-permanently mark a sequential weld number on the rail immediately adjacent to the weld, using a quality lead paint marker at the time the weld is made. Welds shall be numbered sequentially in the order in which they are made. The Owner will provide the Contractor with the initial weld number. Defective welds, which are replaced, shall be assigned a new sequential number by adding a letter to the defective weld number (e.g., defective weld 347 would be replaced by 347A).

242-3.11 WELDING SUPERVISION. A certified welder shall perform welding under the direct supervision of an experienced welding supervisor or foreman and be certified by the manufacturer of the welding equipment.

242-3.12 WEATHER CONDITIONS. Welding shall not be performed in rain, snow, or other inclement weather without adequate protection of the welding from the elements. If using field welds, welding shall not be performed below minimum ambient temperature recommended by the manufacturer.

242-3.14 SUBMITTALS.

1. Thermite Welding Procedures. A detailed statement covering the step-by-step procedures to be employed in making the welds, including a complete description of each of the following items, as applicable, and any other essential characteristics included in the welding procedures.
 - a. The manufacturer's trade name for the welding process.
 - b. The method used for cutting and cleaning the rail ends. Flame cutting of rail ends shall not be allowed.
 - c. The minimum and maximum spacing between rail ends.
 - d. The method used for maintaining the rails in alignment during welding.
 - e. The method used for preheating, including time and temperature.
 - f. The tapping procedure, including the minimum time required to cool the weld under the mold insulation.
 - g. The method used, including a description of special tools and equipment, for removing the upset metal and finishing the weld to the final contour.
 - h. Quality control procedures to be followed.
 - i. The contractual agreements with any subcontractor employed by the Contractor in doing the work.
2. Record of Field Weld. A welding record of each field weld on forms provided by ARRC. The original copies of the form bearing the signatures and initials of personnel involved shall be submitted as part of the Project Record Documents.

Section 244, Trackwork Removal

244-1.01 DESCRIPTION. This work consists of dismantling and removing track from the existing roadbed. All removed track materials (rails, ties, other track materials) will become the property of the Contractor, except as noted on the Plans or in the Contract Documents. All track materials that

become the property of the Contractor shall be removed from the project area and disposed of in a Contractor-furnished waste disposal site in accordance with all federal, local, state, and tribal regulations; removal and disposal shall be before Substantial Completion unless otherwise approved by the Owner.

CONSTRUCTION REQUIREMENTS

244-3.01 GENERAL. Remove all trackwork that is scheduled to be retired from service as a result of the new track construction.

244-3.02 ROADBED CLEANUP AND SHAPING. After all track material has been removed and debris and tie remnants removed, the remaining unclassified excavation shall be disposed.

244-3.03 MISCELLANEOUS MATERIALS. Spikes, bolts, nuts, and washers and other miscellaneous track parts such as gauge rods shall become the property of the contractor.

SECTION 243

TRACKWORK REMOVAL

243-1.01 DESCRIPTION. This work consists of dismantling and removing track and crossings from the existing roadbed. This work also includes grading and reshaping the existing railroad embankment to natural contours. All removed trackwork materials, unless otherwise specified on the plans or in these specifications, shall become the property of the contractor.

243-2.01. NOT USED

CONSTRUCTION REQUIREMENTS

243-3.01 GENERAL. Remove all trackwork and grade crossings that are retired from service as a result of the new track construction.

243-3.02 ROADBED CLEANUP AND SHAPING. After all track material has been removed and debris and tie remnants removed, the remaining ballast shall be excavated and removed in preparation of the subgrade.

243-3.03 MISCELLANEOUS MATERIALS. Spikes, bolts, nuts, and washers and other miscellaneous track parts such as gauge rods shall become the property of the contractor.

243-4.01 METHOD OF MEASUREMENT. Trackwork removal shall be measured by the track-foot along the centerline of track beginning at the centerline of the first crosstie and ending at the centerline of the last cross tie for each track removed. Removal of crossings, pavement, and miscellaneous railroad materials shall be incidental to this work and will not be measured for payment.

243-5.01 BASIS OF PAYMENT. The accepted quantity of work will be paid for at the contract unit price, per track foot from the center of the first cross tie to the center of the last. All required grading and shaping of existing track embankment and removal of existing crossings shall be subsidiary to Item 243 (1) Trackwork Removal.

SECTION H
REQUIRED CONTRACT PROVISIONS
FOR
FEDERAL-AID CONTRACTS

**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(I) 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, religion, national origin, sex, gender identity, sexual orientation, 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) and (u); 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), 49 CFR Part 661, and 2 CFR 200.322, 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), 49 USC 5323(u), and 49 CFR 661.11.

Construction materials used in the Project are subject to the domestic preference requirement of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911 – 70927 (2021), as implemented by the U.S. Office of Management and Budget, the U.S. Department of Transportation, and FTA.

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, manufactured products, and construction materials:

Certificate of Compliance

The bidder or offeror hereby certifies that it will meet the requirements of 49 USC 5323(j)(1), the applicable regulations in 49 CFR Part 661.6, and the domestic preference requirement of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911 – 70927 (2021).

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

Certificate of Non-Compliance

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 USC 5323(j), 49 CFR 661.6, or the domestic preference requirement of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911 – 70927 (2021), but it may qualify for an exception pursuant to 49 USC 5323(j)(2)(A), 5323(j)(2), as amended; the applicable regulations in 49 CFR 661.7; or applicable waivers published by the Secretary of the U.S. Department of Transportation.

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

Certification requirement for procurement of rolling stock and associated equipment:

Certificate of Compliance

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

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

[continued next page]

Certificate of Non-Compliance

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 USC 5323(j) and (u) 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) ^{1/}
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.

^{1/}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.

Distractions 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.

33. Veteran Hiring Preference – 49 USC § 5325(k) [Applies to all FTA-funded contracts for capital construction projects]

Contractor shall give a hiring preference, to the extent practicable, to veterans (as defined in 5 USC § 2108) who have the requisite skills and abilities to perform the construction work required under the Contract. This clause shall not be understood, construed or enforced in any manner that would require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

SECTION I

COST SCHEDULE

A bidder's failure to provide the information requested in this section will be cause for rejection of the bid on the basis of non-responsiveness. Cost shall be bid in accordance to all specifications in Appendix C, and any Technical Specifications incorporated herein.

DESCRIPTION

Provide crossing upgrades in accordance with the Terms, Conditions, Scope of Work, Specifications, and drawings.

Item	Item Description	Qty	Unit	Unit Bid Price	Item Total
1	S Lathrop Crossing Upgrade				
1.01	Track Removal	960	LF		\$
1.04	Track Installation	960	LF		\$
1.05	Track Tamping, Surfacing & Final Dressing	1200	LF		\$
1.06	Thermite Welding	30	EA		\$
1.07	Equipment Mob/Demob	1	LS		\$
Total Bid:					\$

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.

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.

COMPANY NAME

BY AND FOR THE BIDDER

COMPANY ADDRESS

PRINTED NAME OF BIDDER

DATE OF BID

CONTACT EMAIL

CONTACT PHONE NUMBER

CONTACT FAX NUMBER