



FABRICATION AND SUPPLY OF BR 276.1 – BENT CAPS

INVITATION TO BID
NO. 24-04-211622

JANUARY 8, 2024

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



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

January 8, 2024

Request for Quotes

#24-04-211622

Fabrication and Supply of BR 276.1 – Bent Caps

Cover Sheet

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

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

Company Name _____

Mailing Address _____

City, State, Zip _____

Contact Name _____

Phone Number _____ Fax _____

Email Address _____

The Alaska Railroad Corporation web site www.alaskarailroad.com

THIS IS NOT AN ORDER

INVITATION NUMBER: 24-04-211622

DATE OF INVITATION: January 08, 2024

QUOTES WILL BE RECEIVED AT:

HUMPHREYC@AKRR.COM

UNTIL 3:00pm AKST ON January 19, 2024

Fabrication and Supply of BR 276.1 – Bent Caps

The Alaska Railroad Corporation (“ARRC”) is soliciting bids from interested parties to supply the material as specified herein. Interested parties are invited to submit a bid to supply said items to ARRC. Bids must be submitted on the bid form contained herein and must be mailed or delivered to the above address. Bids received via facsimile transmission will be considered non-responsive. The bid shall be in a sealed envelope with the bid number 24-04-211622 clearly printed on the face of the envelope. Bids must be complete and in U.S. dollars. See instructions and conditions enclosed herein.

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

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

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

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

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

If a bidder attaches additional terms and conditions as part of the bid, such attachments must be accompanied by a disclaimer stating that in the event of conflict between the terms and conditions

of this Invitation to Bid and the terms and conditions of the bidder/contractor, the terms and conditions of the Invitation to Bid will prevail.

Important: Work associated with this bid may be funded in part by funds from the Federal Transit Administration (“FTA”), 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, and ARRC funded projects, mixed funding.

ARRC Disadvantaged Business Enterprise (DBE) Program: ARRC is an equal opportunity corporation that encourages the participation of DBEs as prime contractors and subcontractors on its contracts funded in whole or in part by the Federal Transit Administration (FTA) or the Federal Highway Administration (FHWA). The ARRC has a race neutral DBE Program and does not set DBE goals on individual solicitations. Nonetheless, the ARRC aspires to achieve an overall DBE participation of 3.0% in federal fiscal years 2019-2021 on contracts funded by agencies within the U.S. Department of Transportation. If this contract is funded in whole or in part by funds from the FTA or the FHWA, it is imperative that you consult the Federal Terms and Conditions portion of this solicitation.



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

Please direct all responses and/or questions concerning this invitation to bid to Candice Humphrey, Alaska Railroad Corporation, Supply Management, 327 W. Ship Creek Avenue, Anchorage, AK 99501, telephone number 907-265-4470, email address Humphreyc@akrr.com. Questions must be submitted in written form prior to January 15, 2024. Questions submitted after that date will not be accepted.

Sincerely,

Candice Humphrey
Contract Administration Specialist
Alaska Railroad Corporation

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Required Documents

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

1. Supply Bid Form: **SECTION D**
2. Cost Schedule: **SECTION H**
3. Contractors Responsibility Questionnaire: **SECTION I**

POST AWARD DOCUMENTATION:

1. Proof of current AISC Quality Certification(s).
2. Mill Certificates & Welding Certifications.
3. Shop detail drawings, welding procedure specifications, erection procedures and weld inspection reports will be required to be sent electronically.

SECTION A

Minimum Qualifications

Items to be purchased through this solicitation are important to the operation of the ARRC. Vendors who respond to this solicitation must meet the following minimum qualifications in order to be considered responsive:

1. Be the original manufacturer, or a distributor/dealer authorized by the original manufacturer to serve the State of Alaska; and
2. Has the authority and capacity to provide full support for all product warranties, including technical “trouble shooting” support; and
3. Be able to provide audited financial statements demonstrating the financial ability to meet the requirements of any order that may result from this solicitation if asked to do so.

The ARRC may conduct an inspection of the supplier’s facility to include its offices and inventory of the items being solicited prior to contract award. All offers submitted in response to this solicitation must be signed by an individual with the legal authority to submit the offer on behalf of the company. Bids/Proposals from vendors that do not meet the above qualifications will not be considered.

SECTION B

Standard Instructions and Conditions for the Submission of Bids

Any contract resulting from this Invitation to Bid shall incorporate the following terms and conditions contained in this bid package.

Method of Bidding: Bids must be submitted in the spaces provided on the bid sheets of this invitation in accordance with the conditions of bid as stated herein. The bid will not be considered to be complete unless all spaces have been filled in. Consideration for award will be provided to complete bids only. If a bidder wishes to supply additional information, it may include same along with the bid in the sealed bid envelope.

Alaska Railroad Corporation Rights in Regards to Bid: The Alaska Railroad Corporation reserves the right to reject any of all bids, to waive any informality in bids, to accept in whole or in part such bid or bids as may be deemed in the best interest of the purchaser.

Bidder's Terms and Conditions: Prospective bidders are cautioned to pay particular attention to this clause. Bidder/contractor imposed terms and conditions which conflict with this Invitation to Bid terms and conditions are considered counter offers and, as such, will cause the Alaska Railroad Corporation to consider the bid non-responsive.

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

Assignment: The agreement to be established as a result of this solicitation shall not be assigned by the contractor in whole or in part without the express written consent of the Alaska Railroad Corporation, nor shall the contractor have the right to authorize or permit the use of the Alaska Railroad Corporation's equipment or service facilities by third parties without the express written consent of the Alaska Railroad Corporation.

Hold Harmless: The contractor shall indemnify the Alaska Railroad Corporation against liability and hold it harmless from loss in respect to any and all claims and demands whatsoever rising out of the performance of this agreement, save and except the contractor shall not be liable for acts of negligence of Alaska Railroad Corporation employees acting within the scope of their employment. The Alaska Railroad Corporation shall not be liable for any costs incurred by the bidder in bid preparation.

F.O.B. Point: All prices quoted shall be F.O.B. Warehouse 1 485 Ocean Dock Rd Anchorage, Alaska 99501.

Performance Assurances: Before final award of any contract as a result of this Invitation to Bid, awarded vendor will be required to make adequate assurance of performance in the form of verifiable information to the contract officer. Failure to make adequate assurance shall by signature of this bid render the vendor's bid non-responsive to this Invitation.

Delivery Date: Your bid should indicate the earliest firm delivery date after receipt of award. ARRC shall fully expect the successful contractor to completely satisfy contract performance requirements in accordance with firm delivery dates offered in the Cost Schedule.

Note: Each bidder shall indicate compliance or exception to each specification item individually in the bid response. Mill Reports and welding certifications must be supplied before material is shipped as per project specifications. No material will be accepted without certified mill reports and certifications.

Submission of Bids/Proposals:

ARRC may postpone the date and time announced for receipt of bids/proposals. Such postponement may be made at any time prior to the established date and time for receipt of bids/proposals by notice and addendum to the solicitation to all known potential bidders/Offerors.

Explanation to Prospective Bidders/Offerors:

Bidders/Offerors shall promptly notify ARRC of any ambiguity, inconsistency, conflict, or error which they may discover upon examination of the solicitation documents. All inquiries regarding a solicitation shall be directed to the ARRC representative specified in the solicitation. Any prospective bidder/Offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing soon enough to allow a reply to reach all prospective bidders/Offerors before the submission of their bid/proposal.

Late Submissions, Modifications, and Withdrawals of Bids/Proposals:

Any bid/proposal received at the office designated in the solicitation after the exact time specified for receipt will not be considered unless the delay was due to an ARRC error.

Preparation of Bids/Proposals

Bidders/Offerors are expected to carefully examine the solicitation documents including all drawings, specifications, schedules, terms and conditions, and all instructions. Failure to do so will be at the bidder's/Offeror's risk. Incomplete bids/proposals may be rejected as nonresponsive.

Evaluation of Bids/Proposals and Contract Award:

ARRC shall review and evaluate each submission in accordance with the criteria established in the solicitation and ARRC's Procurement Rules. In addition to other factors, bids/proposals will be evaluated on the basis of advantages and disadvantages to ARRC.

Reservations:

ARRC may cancel any contract, if in its opinion the vendor fails at any time to perform adequately, or if there is any attempt to willfully impose goods/services upon ARRC which are, in ARRC's opinion, of an unacceptable quality. Any action taken pursuant to this latter stipulation shall not affect or impair any rights or claim of ARRC to damages for breach of any covenants of the contract by the vendor. ARRC also may reject the bid/proposal of any vendor who has previously failed to perform adequately under a prior contract for furnishing supplies/services to ARRC.

If the vendor fails to furnish any item or to complete the required work included in the contract, ARRC may withdraw such items or required work from the operation of the contract without incurring further liability.

Aggrieved Bidder/Offeror:

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.

Incurred Costs:

The issuance of a solicitation does not obligate ARRC to pay for any bid/proposal preparation costs incurred by bidders/Offerors and does not obligate ARRC to award a contract for supplies/services. All costs incurred as a result of a solicitation or contract negotiations resulting from a solicitation, including travel and personal expenses, are the sole responsibility of the bidder/Offeror.

Availability of Funds:

The ARRC's obligation under any contract is contingent upon the availability of funds to pay for contract purchases. No legal liability on the part of ARRC may arise until funds are made available for a contract and until the Contractor receives written notice of such availability from the procurement officer. Signature by an authorized ARRC representative on the contract award document constitutes written notice of availability of funds.

Public Information:

All submitted bids/proposals will be considered confidential until notice of intent to award is issued. After notice of intent to award is issued, all bids/proposals will become public information.

Price:

ARRC shall receive the benefit of any general reduction in bidder's/Offeror's price prior to the delivery of supplies or services and in no event shall ARRC be charged higher prices than bidder's/Offeror's similar customers who purchase substantially similar supplies or services under substantially similar circumstances. All prices bid shall be exclusive of any federal, state, or local taxes from which ARRC is exempt.

SECTION C

Scope of Work

The Scope of Work for this contract consists of the fabrication, supply, and delivery of various steel components associated with the construction of five total bent cap assemblies as specified in the attached Alaska Railroad Corporation Bridge 276.1 Pass Creek Replacement Bent Cap Procurement Plans drawing set dated November 2023.

An awarded Fabricator must possess a current American Institute of Steel Construction (AISC) Quality Certification for Major Steel Bridges and a Fracture Critical Endorsement. The bid award is contingent upon receiving proof of current AISC certifications.

A pre-fabrication tele-conference meeting shall occur before commencing any fabrication Work. The meeting shall include, at a minimum, the Fabricator's Project Manager, the Fabricator's Shop Supervisor, the Fabricator's Quality Assurance/Control Manager, the Owner's Quality Assurance representative, and the Owner to include its designated representatives.

The Fabricator shall accommodate the Quality Assurance efforts of ARRC, or its designee, at the Fabricator's facilities and/or the facilities of any subcontractors utilized by the Fabricator.

SECTION D

Alaska Railroad Corporation Supply Bid Form

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 supplies, materials or equipment and perform all the work required in said Invitation according to the specifications and requirements contained therein and for the amount and prices named herein as indicated on the Cost Schedule, which is made a part of this Bid.

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

The Undersigned acknowledges receipt of the following addenda to the requirements and/or specifications for this Invitation for Bids (give number and date of each).

Addendum Number/Dated	Addendum Number/Dated	Addendum Number/Dated
_____	_____	_____
_____	_____	_____

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:

Name and Title of Person Signing

Signature

Telephone Number
Form 395-0132

Facsimile Number

SECTION E

General Terms and Conditions

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

1. Definitions.

"ARRC" shall mean the Alaska Railroad Corporation.

"Vendor" shall mean the person or entity entering into the contract to provide the supplies specified therein for ARRC.

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

"Supplies" shall mean the equipment, goods, materials or other items to be provided by Vendor to ARRC under the contract.

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

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

4. Nondiscrimination.

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

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

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

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

5. Cancellation/Termination.

5.1 ARRC may, for its sole convenience, cancel this contract in whole or in part, at any time by giving written notice of its intention to do so. In the event of such cancellation, Vendor shall be entitled to receive payment in accordance with the payment provisions of this contract for supplies delivered to ARRC and, as to work in progress prior to receipt of notice, ARRC shall pay Vendor only for direct expenditures on work specifically identified to this contract. Vendor shall not be paid for any work done after receipt of a notice of cancellation or for any costs incurred by Vendor's suppliers or subcontractors which Vendor could reasonably have avoided. However, in no event shall ARRC be liable for incidental, consequential, or punitive damages, overhead or other direct or indirect costs, or lost profits. Payments made under this contract shall not exceed the aggregate price specified in this contract.

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

(1) The Vendor 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 Vendor does not cure such default within a period of ten (10) days after receipt of written notice of default from ARRC or within such additional cure period as ARRC may authorize; or

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

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

5.3 Upon receipt of a notice of cancellation or termination, Vendor shall immediately discontinue all work and it shall immediately cause any of its suppliers or subcontractors to cease such work unless the notice directs otherwise. In the event of termination for default, Vendor shall be liable for any damage to ARRC resulting from the Vendor's nonperformance. The rights and remedies of ARRC provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

6. No Assignment or Delegation. The Vendor may not assign, subcontract or delegate this contract, or any part of it, or any right to any of the money to be paid under it, except with the prior written consent of ARRC. No such approval shall relieve Vendor from any of its obligations or liabilities under this contract.

7. Independent Contractor. The Vendor's relationship to ARRC in performing this contract is that of an independent contractor and nothing herein shall be construed as creating an employer/employee relationship, partnership, joint venture or other business group or concerted action.

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

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

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

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

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

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

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

The rights and remedies provided for in this section are in addition to any other remedies provided by law.

13. Indemnification. The Vendor shall indemnify, save harmless and defend ARRC, its officers, agents and employees from all liability of any nature or kind, including costs and expenses, for all actions or claims resulting from injuries or damages sustained by any person or property arising directly or indirectly as a result of any error, omission, product defect, negligent or wrongful acts of the Vendor, its subcontractors or anyone directly or indirectly employed by them in the performance of this contract, provided that Vendor's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability based upon the sole negligence of ARRC.

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

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

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

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

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

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

20. Publicity. Vendor shall not release any information for publication or advertising purposes relative to this contract or to the material, equipment and other supplies furnished under this contract without the prior written consent of the ARRC.

21. Audit. ARRC has the right to audit at reasonable times the accounts and books of the Vendor in accordance with the provisions of ARRC Procurement Rule 1600.10.

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

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

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

25. Observance of Rules. The Vendor's personnel performing work hereunder on ARRC's premises shall observe all fire prevention, security, and safety rules in force at the site of the work.

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

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

28. Invalid Provision. The invalidity or unenforceability of any provision of this contract shall not affect the other provisions hereof, and this contract shall be construed in all respects as if such invalid or enforceable provisions were omitted.

29. Packing, Marking and Shipping All supplies shall be properly packaged to prevent damage or deterioration and to obtain the lowest transportation rates. ARRC will pay no charge for preparation, crating, dunnage or other materials unless separately stated in this contract. Each packing slip, bill of lading, invoice, container, tag and correspondence shall bear the applicable contract number and the location to which the supplies are to be shipped. A waterproof Master Packing Slip shall accompany each shipment and shall be included in one of the packages marked "Packing Slip Inside" or in the case of a carload shipment, be conspicuously displayed on the inside of the freight car. The original Bill of Lading shall be mailed to the attention of ARRC Supply Management Department on date of shipment.

30. Improper Delivery. If for any reason the Contractor fails to make timely delivery, ARRC may, at its option, approve a revised delivery schedule, request shipment via air or expedited routing (at Contractor's expense) or terminate this contract without any liability. Contractor will not, however, be liable for damages resulting from delays in delivery due to causes beyond Contractor's reasonable control, provided Contractor promptly notifies ARRC in writing of any such delay or expected delay as soon as such delay or expected delay becomes or should have become apparent. The remedies provided in this paragraph shall be cumulative and in addition to any other or further remedies ARRC may have.

31. Shipping Release. The Contractor shall not ship any of the supplies covered by this contract, unless specific delivery dates or written instructions are furnished to Contractor by ARRC. ARRC shall have no responsibility for supplies for which delivery dates or other written instructions have not been provided. Shipments in excess of those authorized may be returned to Contractor and Contractor shall pay ARRC for all expenses incurred in connection with such shipments. ARRC may change or temporarily suspend shipping schedules specified in this contract or written instructions.

32. Inspection/Rejection. Notwithstanding prior shipment, all supplies are subject to inspection and acceptance by ARRC within a reasonable time after they arrive at destination. ARRC shall notify Contractor if any supplies are rejected for any reason or if there are shortages. At ARRC's election, rejected supplies may be held for Contractor's account or returned to Contractor at Contractor's risk and expense. No replacement or correction of defective or nonconforming supplies shall be made by Contractor without written authorization from ARRC. Contractor shall promptly ship any shortages after notification of the same by ARRC.

33. Compliance with Laws and Regulations. Contractor agrees that in the performance of this contract it will comply with the requirements of all applicable Federal, State and local statutes, regulations and orders and will indemnify and save ARRC harmless from any claim, loss or damage arising from Contractor's violation or alleged violation of them.

34. Reduction in Contractor's Cost Any reduction in Contractor's costs resulting from a reduction in freight rates, custom duties, import taxes, excise taxes and/or sales taxes from those in force on the date of the contract is to be paid to ARRC by Contractor in reduction of the price of the ordered supplies.

35. Payments. Payments for supplies furnished under this contract will be due thirty (30) days after the later of (1) receipt of the supplies established in the contract, (2) receipt of proper billing for such supplies, and (3) receipt of all documents required by this contract. ARRC shall not be liable for interest charges on late payments.

SECTION F

Special Conditions

Work shall be completed in accordance with the General Conditions, Supplemental Conditions, Special Conditions, and the suggested installation procedures provided by the manufacturers of items not being fabricated under this Contract.

All construction and fabrication shall meet the current industry standards for the work being performed. The Fabricator will help the Owner or its representative perform 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.

ARRC Coordination: The Fabricator must coordinate with the Project Manager to coordinate on-site visits by the Owner or its designated representative. Furthermore, the Fabricator shall keep the Project Manager apprised of the status of the member's or structures shipping status so that the ARRC can coordinate shipping from the designated location stated herein to their final destination.

Quality Control: The Fabricator shall be responsible for controlling the quality of the fabrication of the work herein. The work noted herein requires documentation of conformance with material and installation specifications. Material documentation shall be furnished to the Owner prior to fabrication. Fabricator is to supply quality control procedures for approval fifteen (15) days prior to commencing fabrication that is in compliance with the ARRC's installation requirements noted in the Contract Documents.

Welding: All welding performed under this Contract is to comply with all applicable provisions of the most current version of the American Welding Society (AWS) D1.5 Bridge Welding Code. Prior to commencing welding activities, the Fabricator is to submit all welding procedures, in accordance with AWS D1.5 that it intends to use for the work specified within the Contract Documents. Additionally, submit welder certificates that include a statement that specifically certifies that each proposed welder has been qualified as specified in the applicable AWS for the particular process or processes that said welder will perform under this Contract. With each proposed welder's certificate(s), the Fabricator shall also specifically certify that said welder's qualifications remain in effect in accordance with AWS and provide evidence that the proposed individual has satisfactorily passed the AWS qualification tests for the welding processes submitted and, if pertinent, has undergone recertification.

Removal of unacceptable weld or base metal shall be performed using mechanical means or mechanically controlled methods.

Liquidated Damages: Extensions for late deliveries reasons will be reviewed on a case-by-case basis. If the Owner and the Fabricator cannot agree on amenable terms of an extension in accordance with Supplemental Condition SC-03 – Contract Time, Extension of Contract Time and Suspension of Work then liquidated damages will be deducted from the Fabricator as outlined in Supplemental Condition SC-04 – Failure to Complete on Time

Material completion and delivery to ARRC shall be on or before 4/1/2024, 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 delivered to the location designated herein.

BASE BID ITEMS:

Item No. 1 – 26' I-beam Bridge Span

Work includes all equipment, materials, testing, QA/QC documentation, supervision, and labor required to fabricate the 5 – Double W14x68 Bent Caps with all associated accessories in accordance with the Plans, and the current edition of the American Railway Engineering and Maintenance-of-Way Association (AREMA) Manual for Railway Engineering – Chapter 15 Steel Structures.

American Institute of Steel Construction (AISC) Certification for IBR: Certified Bridge Fabricator – Intermediate (Major) level with a Fracture Critical Endorsement shall be provided to the Owner for review and approval prior to award. Testing of fracture critical members shall also be considered subsidiary to this Work. Furnish the Certification Reports for all materials in accordance with Supplemental Condition SC-05 – Steel Structures.

Provide detailed shop drawings to the Owner for approval. Fabrication prior to the Owner's approval or acceptance of the shop drawings shall be at the Fabricator's own risk.

All welds required to assemble the structure shall be completed in accordance with the Plans. Tolerance requirements are included in AREMA Chapter 15, Section 3.1.7 and AWS D1.5, Section 3.5; the more restrictive criteria shall control. Prior to welding, the Fabricator shall submit a welding plan stamped by a Certified Welding Inspector (CWI) for Owner review and approval. The Fabricator shall be responsible for obtaining inspection services from an independent third-party inspection firm to perform Nondestructive Examination (NDE) as specified on the Plans. Inspections shall be completed by AWS inspectors, certified per AWS D1.5, and results provided to the Owner on a weekly basis:

1. All groove welds shall be 100% visually inspected and 100% Ultrasonic Testing (UT) inspected.
2. All fillet welds shall be 100% visually inspected and 25% Magnetic Particle Testing (MP) inspected

Notify the Owner a minimum of fourteen (14) days to when the fully-assembled structure is available for inspection. The Fabricator shall accommodate the Quality Assurance efforts of the Owner or its designee at the Fabricator's facilities and those of any subcontractors within their plant. After the Owner has inspected, or waived its right to inspect the structure, disassemble the structure and match-mark the members as required.

Deliver all fabricated items, and the required ancillary items, FOB Warehouse 1 485 Ocean Dock Rd Anchorage, Alaska 99501. Subsidiary to this work shall be all temporary false work required to transport the components fabricated under this Contract. Upon receiving the items, said false work shall become the property of the Owner.

Compensation will be made per the agreed upon lump sum price; as accepted by the Owner, or its designated representative; upon inspection on-site, prior to shipment; in accordance with Supplemental Conditions SC-01 – Basis of Payment and SC-02 – Payment for Material On Hand.

SECTION G

Supplemental Conditions

SC-01 – Basis of Payment

Payment will be made for work performed in accordance with project drawings and these specifications. Payment shall be made only for the actual quantity of work completed. Fabricator shall provide invoices with sufficient detail to support progress payments and include ARRC assigned Contract number. Final payment will be made upon final acceptance of the work by ARRC, receipt of warranties and Alaska Department of Labor Notice of Completion (*where applicable*).

Monthly progress payments to the Fabricator based on estimate of the value of work performed and materials on hand under Supplemental Condition SC-02 – Payment for Material On Hand. At the Owner's discretion, a progress payment may be made twice monthly if the value of the estimate exceeds \$10,000.00. Request for payments must be made to the Owner via an approved format and bi-monthly payment requests must be made in writing on, or before, the pre-construction meeting.

SC-02 – Payment for Material On Hand

1. Partial Payment. The Owner will make partial payment for materials designated for incorporation into the work. The material shall:
 - a. Meet Contract requirements;
 - b. Be delivered and stockpiled at the project or other approved location;
 - c. Be supported by invoices, freight bills, and other required information; and
 - d. Not be living or perishable.
2. Payment Requests. The Fabricator shall make each payment request in writing and:
 - a. List stockpiled items, quantities of each, and stockpile location(s);
 - b. Certify that materials meet the applicable Contract specifications;
 - c. For purchased materials, attach copies of invoices, freight bills, and manufacturer's published storage recommendations;
 - d. For Fabricator-produced materials, attach production statements showing quantities and dates produced and copies of process quality control test results; and
 - e. Include other information requested by the Engineer.
3. Storage Conditions. The Fabricator shall protect material from damage or loss while in storage. The Fabricator shall:
 - a. Physically separate stockpiled materials from other materials at the storage location;

- b. Clearly label materials with the project name and number; and
- c. Store materials per the manufacturer's recommendations.

If storage conditions become unsatisfactory, liens are filed on any materials, or the storage location is changed without approval, the Owner will deduct any previous payments made for such materials.

4. Method of Payment. The Owner will include payments for acceptably stockpiled materials in the progress estimate following receipt of the Fabricator's written request and all required documentation. The Owner will:
 - a. Pay for materials purchased by the Fabricator at the delivered cost but not to exceed 85 percent of the Contract amount for those items;
 - b. Pay for materials produced by the Fabricator at up to 50 percent of the Contract amount for those items;
 - c. Deduct the Department's cost to inspect materials stored off the limits of the project; and,
 - d. Deduct partial payment quantities as they are incorporated into the project.

The Fabricator shall release and discharge ARRC from any liability for damages or delays related to the storage or transport of, and to the payment for, material on hand.

The Owner's payment for material on hand will not constitute final acceptance by the Owner.

SC-03 – Contract Time, Extension of Contract Time and Suspension of Work

Contract time will be specified in calendar days, by completion date, or both.

1. Calendar Days. When the contract time is specified on a calendar days basis, all work under the Contract shall be completed within the number of calendar days specified. If no starting day is specified in the Contract, the count of Contract time begins on the day following receipt of the Notice to Proceed by the Fabricator.

Calendar days shall continue to be counted against Contract time until and including the date of project completion.

2. Completion Date. When the contract time is specified on a completion date basis, all work under the Contract shall be completed by the specified completion date.
3. Reasons for Suspension of Work and Extension of Contract Time. The Owner may order a suspension of work for any reason listed in this subparagraph 3, items a through o.

The Owner shall not pay additional compensation, but may extend Contract time only, if there are delays in the completion of controlling items of work from unforeseeable causes that are beyond the Fabricator's control and are not the result of the Fabricator's fault or negligence, including:

- a. Acts of God;
- b. Acts of the public enemy;
- c. Fires;

- d. Floods;
- e. Epidemics;
- f. Quarantine restrictions;
- g. Strikes;
- h. Freight embargoes;
- i. Unusually severe weather;
- j. Delays of subcontractors, suppliers and fabricators from unforeseeable causes beyond the control of the subcontractors, suppliers or fabricators and that are not the fault of the subcontractors, suppliers or fabricators, including those causes listed in this Subparagraph 3, Items a through i.

No additional Contract time or additional compensation will be allowed due to delays caused by or suspensions ordered due to:

- k. Failure to correct conditions that create risk of imminent harm for the traveling public, violations of the Contract or any applicable federal, state, and local laws, rules, regulations, and ordinances;
- l. Adverse weather that is not unusually severe;
- m. Failure to carry out Contract provisions;
- n. Failure to carry out orders given by the Engineer; or
- o. Failure to timely obtain materials, equipment, or services.

The Fabricator shall notify the Owner as soon as the Fabricator becomes aware of any act or occurrence that may form the basis of a request for a time extension under this Supplemental Condition. The Fabricator shall submit a request for a time extension to the Owner within 10 days of the act or occurrence, and if an agreement is not reached, the Fabricator may submit a Claim in accordance with the ARRC General Conditions.

The time allowed in the Contract, as awarded, is based on performing the original estimated quantities of work set out in the bid schedule. An assertion that insufficient time was originally specified shall not constitute a valid reason for extension of contract time.

If satisfactory fulfillment of the Contract requires extra work, the Owner may extend Contract time according in accordance with the

4. Suspension of Work. The Owner will suspend work on the project, in whole or in part, for such periods and for such reasons as the Owner determines to be reasonable, necessary, in the public interest, or for the convenience of the Owner.
 - a. The Owner will issue a written order to suspend, delay, or interrupt all or any part of the work. The Fabricator shall not be compensated for the suspension, delay, or interruption if it is imposed for a reasonable time under the circumstances.
 - b. Unless another Contract section specifically provides otherwise, the Fabricator will be compensated by equitable adjustment for a suspension, delay, or interruption of the work only if:
 - (1) The period of suspension, delay, or interruption is for an unreasonable time under the circumstances and another Contract section allows compensation in the event of a suspension, delay, or interruption of the work under the circumstances that actually caused the suspension, delay, or interruption; or

- (2) The delay, suspension, or interruption results from the Owner's failure to fulfill a contractual obligation to the Fabricator within the time period specified in the Contract or, if no time period is specified, within a reasonable time.
- b. No equitable adjustment will be made under this Supplemental Condition for any suspension, delay, or interruption of the work if the Fabricator's performance would have been suspended, delayed, or interrupted by any other cause for which:
 - (1) The Owner is not responsible under the Contract, including the Fabricator's fault or negligence; or
 - (2) An equitable adjustment is either provided for or excluded under any other section of this Contract.
- c. Claims for equitable adjustments under this Supplemental Condition shall be filed in accordance with the ARRC General Conditions except that:
 - (1) The Fabricator must give written notice of intent to claim no later than 20 days after the event giving rise to the delay, suspension, or interruption;
 - (2) The claim may not include any costs incurred more than 20 days before the Fabricator files the Fabricator's written notice of intent to claim;
 - (3) The Fabricator must submit a written request for adjustment within 7 calendar days of receipt of the notice to resume work;
 - (4) No profit will be allowed on an increase in cost necessarily caused by the suspension, delay, or interruption.

SC-04 – Failure to Complete on Time

For each calendar day that the work is not substantially complete after the expiration of the Contract time or the completion date has passed, the Owner shall deduct the full daily charge corresponding to the original Contract amount shown in Table SC04.1 – Daily Charge for Liquidated Damages for Each Calendar Day of Delay below from progress payments.

Table SC04.1 – Daily Charge for Liquidated Damages for Each Calendar Day of Delay

Original Contract Amount		Daily Charge
From More Than	To and Including	
\$ 0	\$ 100,000	\$ 300
100,000	500,000	550
500,000	1,000,000	750
1,000,000	2,000,000	1,000
2,000,000	5,000,000	1,500
5,000,000	10,000,000	2,500
10,000,000	-----	3,000

Permitting the Fabricator to continue work after the Contract time has elapsed or the completion date has passed does not waive the Owner's rights to collect liquidated damages under this Supplemental Condition.

SC-05 – Steel Structures

DESCRIPTION. Fabricate steel structures and the structural metal portions of composite structures according to the Plans.

Furnish, fabricate, shop assemble, and coat structural metals shown on the Plans, including structural steel of all grades, bolts and fasteners, stud shear connectors, welding, special and alloy steels, and metallic electrodes. Furnish, fabricate, and install incidental metal construction and elastomeric material not otherwise provided for, according to the Contract.

MATERIALS. Use materials that conform to the following:

Structural Steel	Supplemental Condition <u>SC-06 – Structural Steel</u>
Arc Welding Electrodes	Supplemental Condition <u>SC-06 – Structural Steel</u>
Fasteners	Supplemental Condition <u>SC-06 – Structural Steel</u>
Steel Grid Floors	Supplemental Condition <u>SC-06 – Structural Steel</u>
Steel Pipe	Supplemental Condition <u>SC-06 – Structural Steel</u>
Galvanizing	Supplemental Condition <u>SC-06 – Structural Steel</u>

With written approval, substitute a grade of steel, for that specified, for a particular application where it is desired. Substituted steel must be equal or superior in both physical and chemical properties.

FABRICATION.

2. Shop Inspection. Furnish 30 days' notice of when work will begin at the fabrication shop to allow for an inspection.

Furnish 4 signed copies of mill reports covering all steel used on the project.

3. General. Fabricate steel bridge members, except for rolled shapes, at a plant certified under the American Institute of Steel Construction (AISC) Quality Certification for Major Steel Bridges and a Fracture Critical Endorsement.

Protect structural steel from corrosion, dirt, grease, or other foreign matter. Store structural steel at least 12 inches above the ground.

Ensure that rolled material is straight before being laid off or worked. If straightening is necessary, use methods that will not injure the metal. Do not use material with sharp kinks or bends.

Steel or wrought iron may be flame cut provided a mechanical guide is used to secure a smooth surface. Flame cut by hand only where approved, and smooth the surface by planning, chipping, or grinding. Manipulate the cutting flame to avoid cutting beyond the prescribed lines. Fillet re-entrant cuts to a radius of at least 3/4 inch.

Ensure that finished members are true to line and free from twists, bends, and open joints.

Plane sheared edges of plates more than 5/8 inch thick and carrying calculated stresses to a depth of 1/4 inch deep. Fillet re-entrant cuts before cutting.

Make sure the surface finish of bearing and base plates and other bearing surfaces that will contact each other or concrete meets the surface roughness requirements as defined in ANSI/ASME B-46.1, surface roughness, waviness and lay, Part I:

Masonry Bearing Plates (*surface in contact with rubber*): **500**

Heavy plates in contact to be welded or bolted: **250**

Rocking surfaces of rocker plates: **250**

Face and bring to an even bearing abutting joints in compression members and girder flanges, and in tension members where specified on the drawings. Where joints are not faced, keep the opening at 1/4 inch or less.

Build floor beams, stringers, and girders with end construction angles to the exact length shown on the Plans, as measured between the heels of the connection angles. The permissible tolerance is plus 0 inch to minus 1/16 inch. Where continuity is required, face end connections.

Cold bend load-carrying rolled-steel plates as follows:

Take the rolled-steel plates from the stock plates so that the bend line is at right angles to the direction of rolling. Before bending, round the edges of the plate to a radius of 1/16 inch throughout the portion of the plate to be bent.

Bend until the radius of the bends, measured to the concave face of the metal, is not less, and preferably more, than shown in the following table, where T is the thickness of the plate.

Angle Through Which Plate is Bent	Minimum Radius
61-90 degrees	1.0 T
91-120 degrees	1.5 T
121-150 degrees	2.0 T

If a shorter radius is essential, bend the plates when hot, but not shorter than a radius of 1.0 T.

Fit up and attach end and intermediate stiffeners as shown on the Plans. Do not weld ends of stiffeners and other attachments to flanges unless shown on the Plans.

Submit shop drawings in one complete submittal package. Partial or incomplete submittals will not be reviewed or considered. Partial or incomplete submittals will be rejected. No additional contract time will be permitted due to partial, incomplete, or inadequate submittals.

4. Welding. Perform all welding and Nondestructive Examination (NDE) as specified or shown on the Plans. Conform to ANSI/AASHTO/AWS *Bridge Welding Code* D1.5 when welding new steel bridge girders, beams, and stringers. Conform to the *Structural Welding Code* AWS D1.1 when welding all other steel structures.

At least 30 days prior to welding, submit for approval a welding plan stamped and signed by an American Welding Society Certified Welding Inspector per QC1 (CWI) responsible for the Quality Control (QC) and consisting of the following documents.

- a. Quality control personnel qualifications including CWI number
- b. Welding Procedure Specifications (WPS) using forms in AWS D1.1, Sample Welding Forms
- c. Procedure Qualification Records (PQR) when applicable, using forms in AWS D1.1, Sample Welding Forms
- d. Welder Performance Qualification Records (WPQR) using forms in AWS D1.1, Sample Welding Forms with documentation of current welder certification
- e. Type and extent of NDE to be conducted, as required in the specifications

Using a CWI, perform all quality control inspection necessary to ensure the materials and workmanship meet the requirements of the contract documents.

Correct all deficiencies in materials and workmanship revealed by Quality Control and Quality Assurance inspections without additional compensation.

Furnish all completed quality control inspection documents.

Do not weld or tack brackets, clips, shipping devices or other material not required by the Contract documents to the permanent structure, unless shown on the working drawings and approved by the Engineer.

SC-06 – Structural Steel

SCOPE. Structural steel for railroad bridges and other structural purposes.

GENERAL REQUIREMENTS. Meet the following:

1. Structural Steel, Cap Assemblies ASTM A572, Grade 50
2. Impact Test Requirements. Use structural steel and filler metal for applicable arc-welding electrodes meeting the following requirements:
 - a. For structural steel, meet the impact testing requirements and marking requirements of ASTM A709 for the specified grade, type of component, and impact testing temperature zone. If the grade is not specified, use Grade 36 steel. If the type of component is not specified, use steel grades marked with suffix T. If the impact testing temperature zone is not specified, use steel marked for Zone 3.
 - b. For filler metal for applicable arc-welding electrodes, meet the minimum average energy values of the base metals to be joined when tested at or below the temperature corresponding to the specified impact testing temperature zone of the base metal. Perform impact tests according to ASTM A370.

CERTIFICATION. Furnish a Certified Test Report from the manufacturer or an independent testing laboratory containing a list of dimensional, chemical, metallurgical, electrical, physical, and

other required test results of the specified material certifying that the product or assembly has passed all specified tests. Include the following:

1. the project name and number;
2. the manufacturer's name;
3. the name of the product or assembly;
4. a complete description of the material;
5. country of origin;
6. the lot, heat, or batch number that identifies the material;
7. all required test results for the specified material from the same lot, heat, or batch defined herein; and,
8. an affidavit, signed by a person having legal authority to act for the manufacturer or the independent testing laboratory, that the test results show that the product or assembly to be incorporated into the project has been sampled and tested and the samples have passed all specified tests.

Tag, stencil, stamp, or otherwise mark all materials or assemblies furnished under certification to the project with the lot number, heat number, batch number, or other appropriate identification, which can be readily recognized and legible, and is identical to the accompanying Certified Test Report.

SECTION H

Cost Schedule

A bidder's failure to provide the information requested in this Section will be cause for rejection of the offer on the basis of non-responsiveness. All prices quoted shall be FOB Warehouse 1 485 Ocean Dock Rd Anchorage, Alaska 99501.

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. An award may be made in the aggregate of Base Bid and or any combination of Base Bid and Additive Alternates, whichever is deemed by the Contract Administrator to be in the best interest of the ARRC. The successful bidder shall hold unit prices of all additives firm for a period of thirty (30) days from the date of bid opening. The bid award is contingent upon the availability of funds from either Federal Transit Administration (FTA), Federal Railroad Administration (FRA), Alaska Railroad Corporation (ARRC), or a combination thereof.

BASE BID ITEMS					
Item No.	Item Description	Unit	Quantity ¹	Unit Bid Price	Amount Bid
1	Bent Caps – Double W14x68	Lump Sum	All Req'd		
Total Base Bid :					

Notes:

¹ Bid quantities are approximate Fabricator is responsible for their own quantity take-offs using the information within the Contract Documents to verify the quantities in the Cost Schedule.

Delivery Date:

Your bid should indicate the earliest firm delivery date after receipt of award. ARRC shall fully expect the successful Fabricator to completely satisfy contract performance requirements in accordance with firm delivery date offered in the Cost Schedule and required specifications.

Delivery Date: Please indicate the earliest possible delivery date after receipt of order (ARO):

_____ ARO

COMPANY NAME

SIGNATURE BY AND FOR THE BIDDER

COMPANY ADDRESS

PRINTED NAME OF ABOVE BIDDER

CITY, STATE, ZIP

DATE OF BID

CONTACT PHONE NUMBER

CONTACT E-MAIL

SECTION I

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: (____) _____ Fax Number: (____) _____
8. How long has the Proposer been in business? _____
9. Has Proposer been in business under another name? If so, identify name and dates used.
- _____
- _____
10. Does your firm consider itself to be an MBE, WBE or DBE?
- YES ☐ NO ☐
- If answer is "YES," attach a copy of certification.
11. Number of employees: _____ including _____ employees in the State of Alaska.

PART III – Contracting History

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

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

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

PART IV – Civil Actions

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

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

PART V – Compliance with Laws and Other Regulations

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

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

PART VI – Financial

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

1. Proposer's current Alaska Business License, if required by state law.
2. Proposer's Financial Statements 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.

PART VII – Verification and Acknowledgement

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

STATE OF _____

COUNTY OF _____

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

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

Signature of Certifying Individual

Date

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

Signature of Notary
Notary Public in and for the State of _____
My Commission Expires: _____

NOTICE TO PROPOSERS

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