



ALASKA RAILROAD CORPORATION

327 W. Ship Creek Ave.

Anchorage, AK 99501

Phone 907-265-2355

Cell. 907-854-3141

(THIS IS NOT AN ORDER)

January 16, 2024

REQUEST FOR QUOTATION 24-06-211592

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

ARRC SEWARD GRAIN PIT DEMO

EMAILED OR ELECTRONIC QUOTES WILL BE RECEIVED AT:

Email: ThompsonC@akrr.com:

Offers Will Be Received Until 3:00 PM Local Time on February 1, 2024

Pre-Bid: There will NOT be a pre-bid meeting for this project.

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

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

ARRC may award a contract resulting from this solicitation to the low 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 actions is in the best interest of ARRC, and waive informalities and minor irregularities in offers received. Any resulting contract from this solicitation shall incorporate the Standard Instructions, and General Terms and Conditions incorporated in this solicitation.

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.

GENERAL CONDITIONS (CONSTRUCTION) may be found at [General Terms & Conditions-Construction 11-14-05.doc \(alaskarailroad.com\)](#).

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. Lease agreements shall be reviewed by ARRC Contracts department.

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 on federal contracts of 3.0% in FY 2022-2023. 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 (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 questions concerning this solicitation to Lee Thompson, Alaska Railroad Corporation, Supply Management, 327 W. Ship Creek Avenue, Anchorage, AK 99501, phone 907.265.2355, Cell. 907.854.3141 or e-mail: ThompsonC@akrr.com.

Sincerely,

C. Lee Thompson

Contract Administrator
Alaska Railroad Corporation



ALASKA RAILROAD CORPORATION
327 W. Ship Creek Ave.
Anchorage, AK 99501
PHONE 907-265-2355
CEL 907-854-3141

**PLANHOLDER REGISTRATION FORM
REQUEST FOR QUOTATION**

24-06-211592

ARRC SEWARD GRAIN PIT DEMO

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. All addenda will be forwarded to the contact name and number listed below.

Firms that have not returned this Registration Form will not be informed of addenda and will only be alerted of addenda by checking with the ARRC Procurement Officer or by checking ARRC's internet site: www.alaskarailroad.com. Bidders must acknowledge the receipt of all issued addendums in their quote submittal.

Company Name _____

Mailing Address _____

City, State, Zip _____

Contact Name _____

Phone Number _____ Fax _____

Email Address _____

The Alaska Railroad Corporation web site: www.alaskarailroad.com

INDEX

APPENDIX A: REQUIRED DOCUMENTS

APPENDIX B SCOPE OF WORK

APPENDIX C: BIDDER'S INSTRUCTIONS

APPENDIX D: FORMS

APPENDIX E: GENERAL CONDITIONS (CONSTRUCTION) [General Terms & Conditions-Construction 11-14-05.doc \(alaskarailroad.com\)](#)

APPENDIX F: COST SCHEDULE

ATTACHMENTS:

Attachment 1 Standard Specifications for work on Railroad property

Attachment 2 Pamphlet 600 - Issue 47, Effective September 1, 2023

Attachment 3 A Plethora of Drawings
ACAD TNH-03108-5-05
B+W KIBCOR-3650.09-1-152
B+W KIBCOR-3650.09-146
B+W KIBCOR-3650.09-147
B+W KIBCOR-3650.09-C1-138
B+W KIBCOR-3650.09-C2-139
B+W KIBCOR-3650.09-C4-141
B+W KIBCOR-3650.09-C5-142
B+W KIBCOR-3650.09-C6-143
B+W KIBCOR-3650.09-C8-145
BP KIBCOR-3650.09-C9-148
BP KIBCOR-3650.09-C11-149
BP KIBCOR-3650.09-C12-150
BP KIBCOR-3650.09-C13-151
MAN UNKNWN-92158-137

APPENDIX A

ALASKA RAILROAD CORPORATION REQUIRED DOCUMENTS

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

1. Contractor Responsibility Questionnaire
2. Construction Bid Form - [Form 395-0121]
3. Cost Schedule - Appendix E
4. Alaska Contractors License

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] - (Construction Bids Only)

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

1. Certificate of Insurance - [from Insurance Carrier]
2. Alaska Business Licenses
3. State of Alaska Department of Labor Notice of Work
4. Construction Contract - [Form 395-0122]; Notice to Proceed (from ARRC)

POST AWARD DOCUMENTATION

1. Substantial Completion by March 11, 2024
2. Weekly Certified Payrolls submitted to State of AK & ARRC Portal
3. State of Alaska, DOL Notice of Completion

Form 395-0128 (12/99)

APPENDIX B

SCOPE OF WORK

The Alaska Railroad Corporation (ARRC) seeks to the services of a contractor to partially demolish and fill underground abandoned vaults which were constructed as part of the Seward Grain Facility project.

Background

The Seward Grain Facility began construction in approximately 1982. Buried vaults and slabs were completed before the project was abandoned. The Infrastructure remained unfinished. See Attachment A for design plans



Figure 1 - Site Plan with Grain Foundations

It is believed the transfer tower deep pit foundation, the reclaim tunnel, and a portion of the receiving tunnel were filled with gravel at some point. Specifications found in the ARRC Projects files for the “Grain Export Terminal Demolition -92128 are included in Attachment B. Plans have not been obtained.

In 2003, TNH identified the Abandoned Grain Silo Foundation complex on the “Seward Intermodal Facility Dock and Uplands Renovation” project plans- “Existing Site Upland, Sheet G4”. See Attachment C. No work was completed on the facility in this Contract

The grain terminal area was used for gravel/fill storage “Mount Louie” in the early part of this century. It was then cleared for yard use.

In fall of 2023, ARRC began coordinating the layout of pipe. Pipe was being loading with yard equipment/Hyster forklifts. During operations a hole into an underground vault was identified which was established to be a failure on the Rail Unloading Pit vault cover.

Subsequently, a “sink hole” occurred immediately west of the pit. This appeared to be over what would have been the tower foundation – the gravel sunk approximately a foot under forklift loads. Water was pumped from the pit and conditions observed. The pit was empty, however the receiving tunnel had gravel beyond the pit connection area. Condition of the steel beams supporting the roof/deck were in “Serious condition” and vehicle travel was restricted from the area.

Demolition Coordination: The Contractor shall coordinate with Owner's Representative for site access and area use. Currently, Pipe is being stored and may be removed during demolition activities. Contractor shall assume pipe movements will be occurring during construction. Coordinate with Port Manager for access in Pipe Storage Area.

Technical Specifications: Unless noted otherwise herein, the 2020 edition of the Alaska Department of Transportation and Public Facilities **Standard Specifications for Highway Construction** shall be referenced as the **SSHC**. Unless noted otherwise, "Section" or "subsection" shall be in reference to the SSHC. The aforementioned reference manual can be found at <http://dot.alaska.gov/stwddes/dcsspeccs/assets/pdf/hwyspeccs/sshc2020.pdf>.

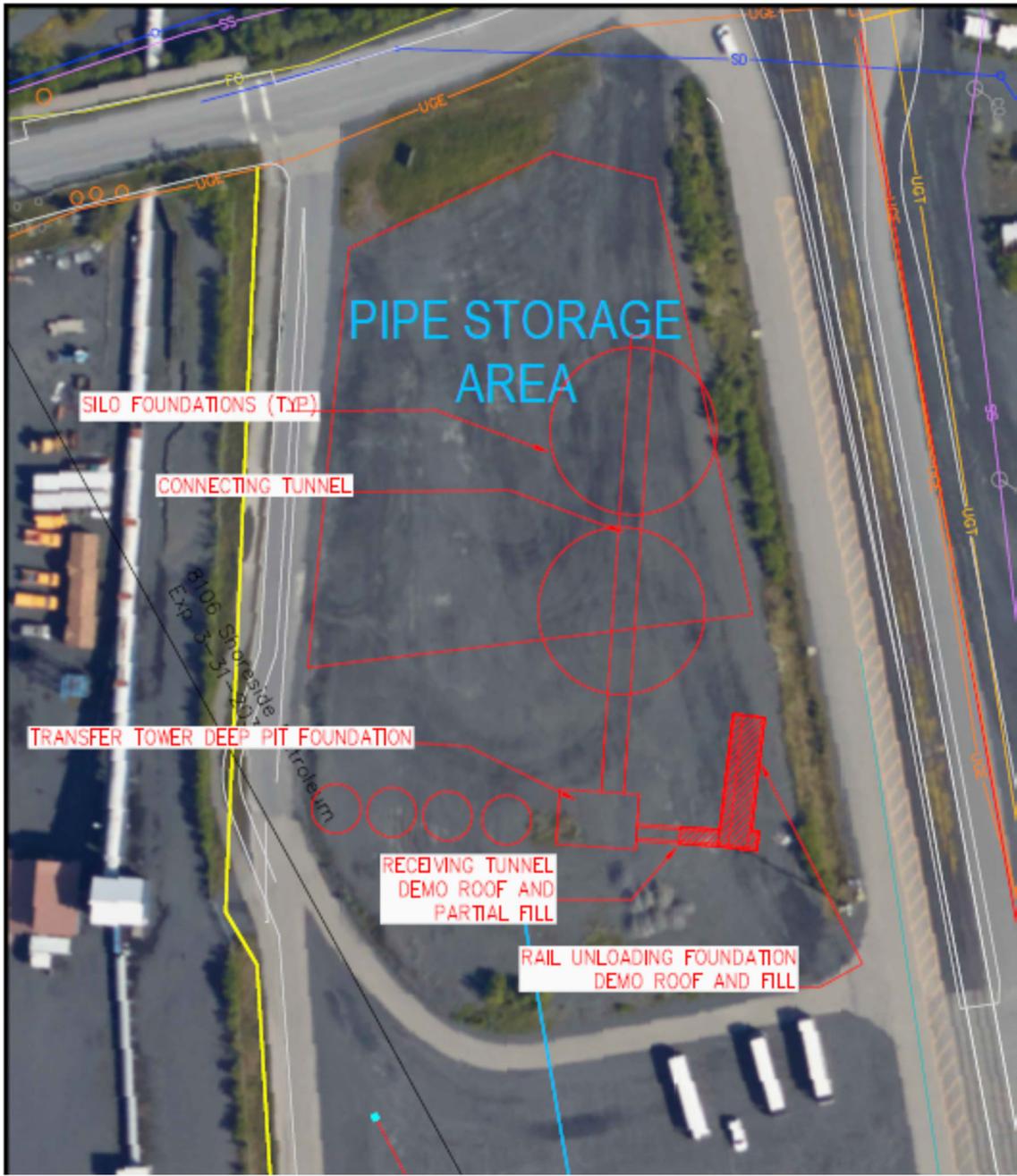


Figure 2- Grain Terminal Abandoned Facilities and Fill Locations

BASE BID ITEMS:

Item No. 1: Mobilization and Demobilization (640.0001)

Perform work and operations necessary to:

1. move personnel, equipment, supplies, and incidentals to the project site;
2. establish offices, buildings, and other facilities, except as provided under other items;
3. perform other work and operations and pay costs incurred, before beginning construction;
4. complete similar demobilization activities; and
5. furnish required submittals such as as-builts, certificates, payrolls, civil rights reports, and equipment warranties.
6. comply with the Alaska Department of Labor and Workforce Development (DOLWD) requirements for Worker Meals and Lodging, or Per Diem; as described in the Laborers' and Mechanics' Minimum Rates of Pay (Pamphlet 600), current issue. On Federal-aid projects, PL 109-59, 119 STAT. 1233, Sec. 1409 (c) also applies.
7. ensure subcontractors comply with the Federal and State DOLWD requirements.

Ensure facilities meet the Alaska Administrative Code 8 AAC 61.1010 and 8 AAC 61.1040 Occupational Safety and Health Standards, 18 AAC 31 Alaska Food Code, and U. S. Code of Federal Regulations 29 CFR Section 1910.142 Temporary Labor Camps.

Do not consider the cost of Meals and Lodging, or Per Diem in setting wages for the worker or in meeting wage requirements under AS 23.10.065 or AS 36.05.

Method of Measurement: (Lump Sum). Compensation shall be paid for at the agreed upon lump sum price in accordance with the following:

1. When you earn 4 percent of the original contract amount from other bid items: 40 percent of the amount bid for mobilization and demobilization, or 4 percent of the original contract amount, whichever is less, will be paid.
2. When you earn a total of 8 percent of the original contract amount from other bid items: An additional 40 percent of the amount bid for mobilization and demobilization, or an additional 4 percent of the original contract amount, whichever is less, will be paid.
3. The remaining balance of the amount bid for Mobilization and Demobilization will be paid after all submittals required under the Contract are received and approved.
4. Progress payments for Worker Meals and Lodging, or Per Diem will be computed as equivalent to the percentage, rounded to the nearest whole percent, of the original contract amount earned.

Item No. 2: Removal of Grain Export Terminal Structural Elements

Work includes all equipment, materials, and labor required to remove structures, or portions thereof, as scheduled on the Plans in accordance with SSHC Section 202. Excavation, dewatering, disposal of material, and all other items required for the removal of the scheduled structures per the aforementioned Section and shall be subsidiary to this pay item and performed in accordance with the same. Any removed structures, along with any ancillary items shall become the property of the Contractor. The Contractor is responsible for disposing of the materials in a Contractor-furnished waste disposal site in

accordance with all federal, local, and state regulations. Removal and disposal of all materials generated shall be completed before Substantial Completion.

If other obstruction and/or structures are found during the excavation to remove the scheduled structures that work shall be subsidiary to the pay item for which the excavation is occurring.

Prior to any backfill placement within structures, all foundation bottom slabs shall be demolished to the greatest extents possible using a hydraulic rock breaker, or other methods as approved by the Owner. Alternatives: a twelve (12) inch diameter section of the slab may be removed at eight (8) feet on center along the length of the exposed foundation; or drill/core six (6) inch diameter holes at four (4) feet on center staggered.

Item No. 2A: Receiving Tunnel Demolition (202.0001.1)

The purpose of this work is to remove the portions of the tunnel which may fail, establish existing filled limits, provide drainage through the bottom slab for new fill, and prepare the existing structure for fill. Reference: SECTIONS & DETAILS RECEIVING FOUNDATION FRAMING, SHEET C12 (KIBCOR ENGINEERING COMPANY, 1981). Remove top slab from the tunnel section. Remove other structural element within 12" of existing finished grade. For purposes of Bid, assume the eastern 20 feet of tunnel is not filled. (See Figure 3)



Figure 3 - Receiving tunnel East End

Prior to any backfill placement within structures, all foundation bottom slabs shall be demolished to the greatest extents possible using a hydraulic rock breaker, or other methods as approved by the Owner. Alternatives: a twelve (12) inch diameter section of the slab may be removed at eight (8) feet on center along the length of the exposed foundation; or drill/core six (6) inch diameter holes at four (4) feet on center staggered.

Method of Measurement: (Lump Sum). Compensation shall be paid for at the agreed upon lump sum price for work accepted by the Owner in accordance SSHC Subsection 202.

Item No. 2B: Grain Loading Pit Demolition (202.0001.2)

The purpose of this work is to remove the portions of the pit which may fail, establish existing fill limits, provide drainage through the bottom slab, and prepare the existing structure for fill. Reference: PLANS & SECTION CONNECTION FRAMING & REINFORCEMENT (KIBCOR ENGINEERING COMPANY, 1981)

Remove top slab from the tunnel section. Excavate/Expose structure. Remove deck/ steel grating, longitudinal and transverse steel framing, and appurtenances. (See Figure 4)

Remove the top 12" of the exterior stem walls and other structural element within 12" of existing finished grade.

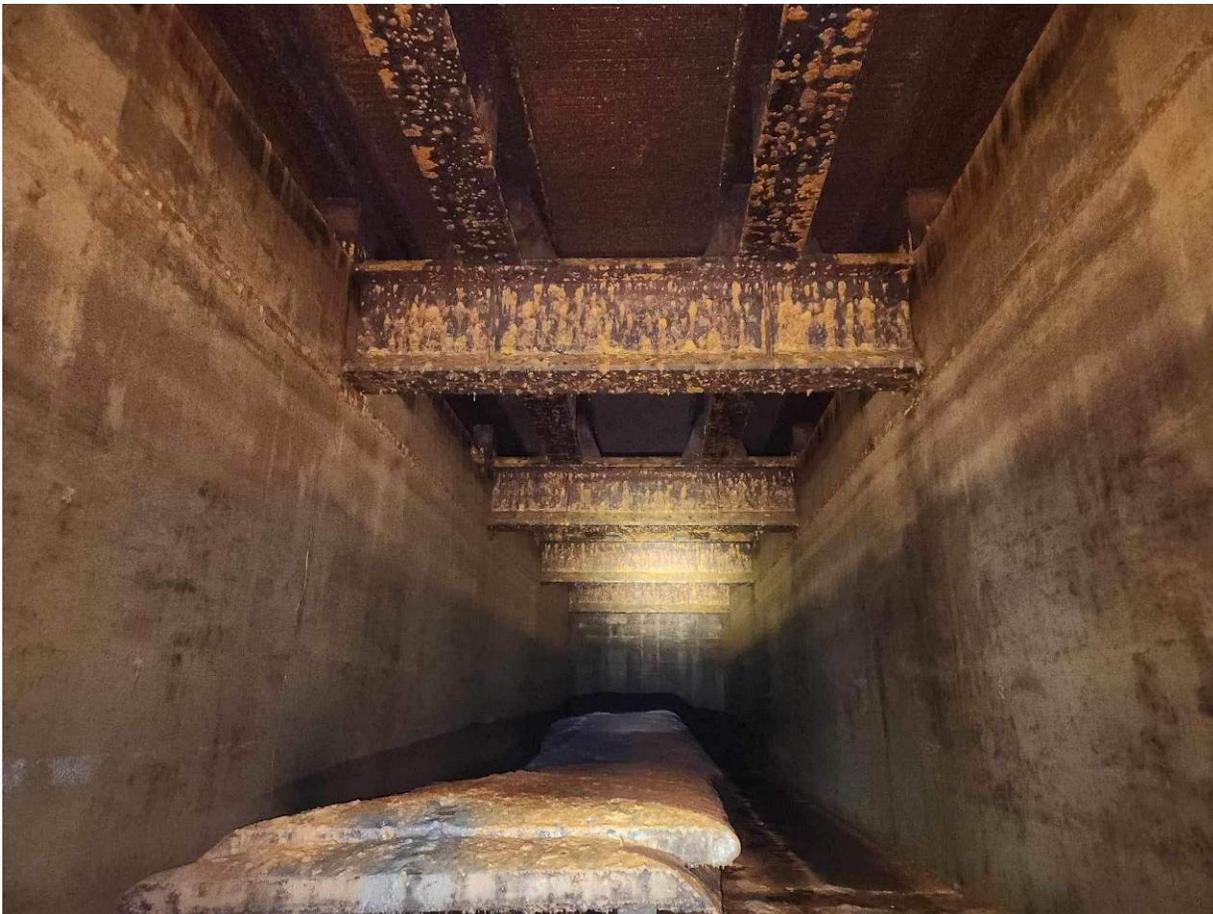


Figure 4- Inside Grain Unloading Pit

Method of Measurement: (Lump Sum). Compensation shall be paid for at the agreed upon lump sum price for work accepted by the Owner in accordance SSHC Subsection 202.

Item No. 3: Fill (205.0006)

The purpose of this work is to restore the areas above the structures to existing elevations for terminal operations.

Work includes all equipment, materials not provided by ARRC, labor, and supervision required to haul, place, and compact specified materials necessary to perform the Work. Conform to the existing, grades. ARRC will provide fill material for Contractor transport within a two-mile radius of the site. Fill material taken from ARRC provided the stockpiles shall be surveyed in accordance with Section 642 prior to extracting material from it. The survey shall be submitted and approved to the Owner prior to commencing the work.”

Place, shape, and compact material in accordance with SSHC Subsection 203-3.05.2 to the lines and grades shown on the Plans, within six (6) inches of the adjacent finish grade elevation. Compact material to the satisfaction of the Owner prior to placing additional material(s).

Excavated material may be used as Fill if placed in the general location/elevation of where the material was removed, and is compacted.

Concrete slab material removed may be crushed and used as fill if crushed to 4 inch maximum aggregate size. Demolished concrete shall not be placed within 12” of the finished grade elevation.

Method of Measurement: (Cubic Yard). Compensation shall be paid for at the agreed upon unit price in accordance with SSHC Subsection 109-1.02.3.

Item No. 4: Aggregate Base Course, Grading D-1

Work includes all equipment, materials, supervision, and labor required to construct a 6” aggregate base course over the compacted fill using Contractor furnished aggregate in accordance with SSHC Section 301. Material meeting the gradation requirements for the materials selected shall conform SSHC Subsection 703-2.09. Place and shape material in accordance with SSHC Subsection 301-3.01 and compact in accordance with SSHC Subsection 203-3.05.2. Compact material to the satisfaction of the Owner.

Method of Measurement: (Tons Compensation shall be paid for at the agreed upon unit price in accordance with SSHC Subsection 109-1.02.13.

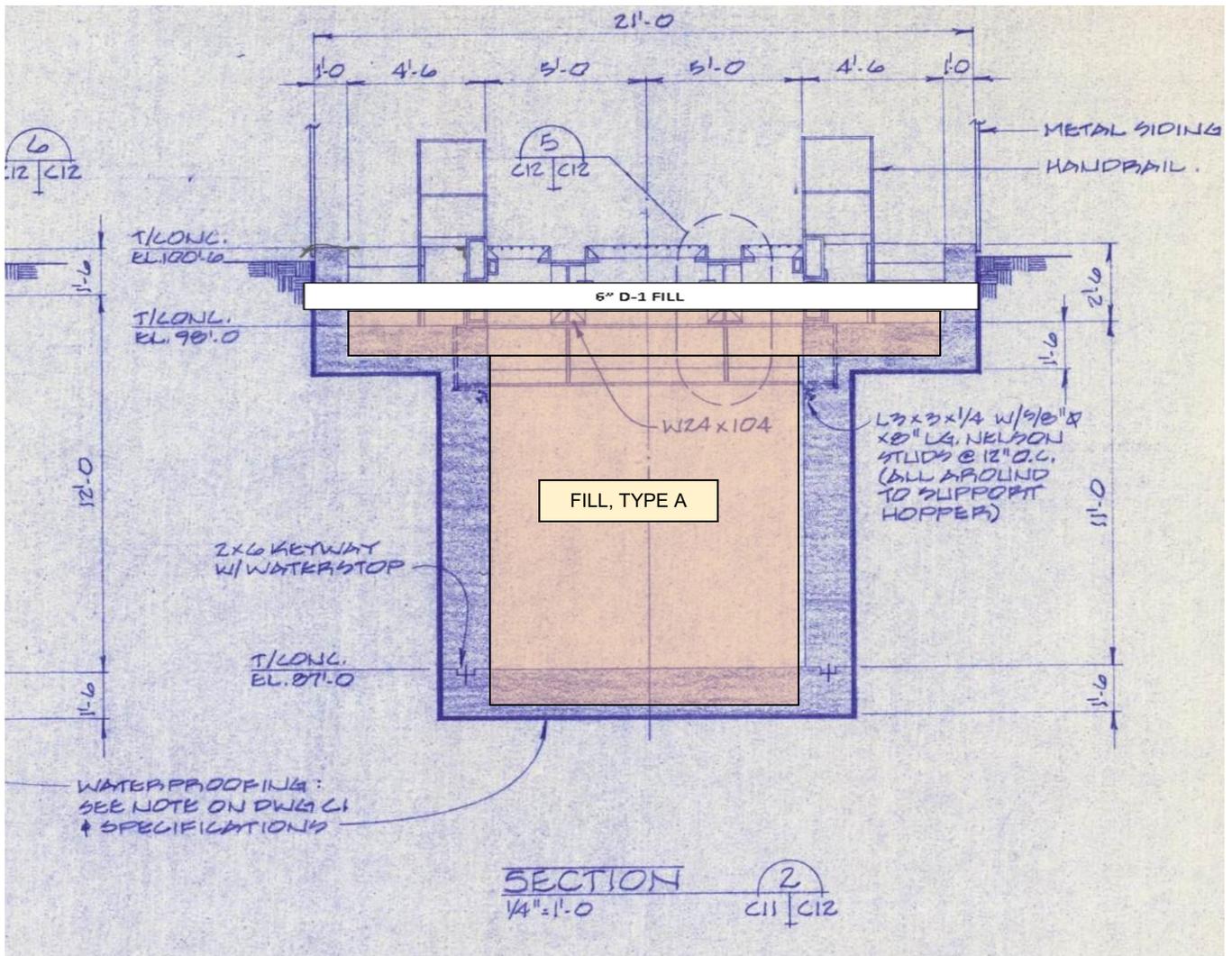


Figure 5: D-1 Aggregate over Fill

Item No. 5: Tower Deep Pit Fill Verification

The purpose of this work is to confirm this structure was filled with gravel, and to expose elements for survey. Excavate perimeter and surface to existing gravel fill. Provide documentation of fill limits. Restore grade.

Method of Measurement: (Lump Sum). Compensation shall be paid for at the agreed upon lump sum price to verify and document the existing Fill within the Tower Deep Pit.

Item No. 6: Reclaim Tunnel Fill Verification

The purpose of this work is to confirm this structure was filled with gravel, and to expose elements for survey. Excavate at least three locations and demolish/drill to verify gravel fill. Provide Plan for proposed locations and efforts for approval. Provide documentation of fill limits. Restore grade.

Method of Measurement: (Lump Sum). Compensation shall be paid for at the agreed upon lump sum price to verify and document the existing Fill within the Reclaim Tunnel.

Item No. 7: Construction Surveying (642.0001)

The purpose of this work is to verify quantities of material for payment, and to establish the location of the remaining structural elements for ARRC records. This shall include the tanks pad foundations. Excavation to expose structures is anticipated; however, Contractor may employ alternative technology, such as Ground Penetrating Radar to complete this task. Work shall be coordinated with the owner's representative.

Provide a surveyor or third-party surveying firm to perform surveying and staking essential for the completion of the project and perform the necessary calculations required to accomplish the work in conformance with the Plans and Specifications in accordance standard engineering and survey practices. The surveyor may also be directed and/or required to perform any task outlined in SSHC Section 642.

All calculations used to determine final pay item quantities (e.g. *volumes*) must be signed and sealed by a Professional Land Surveyor registered in the State of Alaska.

Prior to the backfill of exposed structures, the Contractor shall perform an as-built survey. Survey shall include, at a minimum, location of all exposed portions of the work (to include at a minimum, slab elevations, structure foot prints, and a site map). Complete survey at intervals of no less than 20 feet on curves and 50 feet on tangents.

Provide design files in their native file extensions that are compatible with the Autodesk suite of programs as well as any externally referenced (XREF) files associated with said drawings. Transmit design files in a version of Autodesk not later than 2019 but no earlier than 2010. Utilize the Alaska State Plane, Zone 4 coordinate system with U.S. Survey Feet and tie into Owner provided control (in the vicinity) for all Work. Provide all raw data (.ascii point files) with each submittal. When terrain models are required, provide the Owner with LandXML files for each surface

Method of Measurement: (Lump Sum). Compensation shall be paid for at the agreed upon lump sum price for work accepted by the Owner in accordance SSHC Subsection 642.

Item No. 8 – Contingent Sum

Work as directed to support efforts associated with the project.

Method of Measurement: (Time and Material). Compensation shall be paid for in accordance with subsections 109-1.05.

APPENDIX 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, Plans, 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 sealed, marked, and addressed as directed in the Invitation to Bid and must be delivered to the office designated 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.

Offer Acceptance Period: For the purpose of award, offers made in accordance with this RFQ 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 E.

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 Instructions for Submitting Certified Payroll:

This contract includes work on an Alaska Railroad Corporation (ARRC) construction project, which is subject to the wage/certified payroll requirements of the Alaska Department of Labor Workforce Development (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 on a construction project 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 <http://www.gpo.gov/davisbacon/ak.html>) or from the DOLWD (www.labor.state.ak.us/lss/home.htm). Contractors on an ARRC-funded construction project shall pay laborers and mechanics the appropriate wage established by the DOLWD under the Little Davis Bacon Act.
2. All contractors employing laborers and mechanics on the project for must submit weekly certified payrolls that contain the information listed on the DOLWD Weekly Certified Payroll Form 07-6058, pages 1 and 2. Page 2 is the "Statement of Compliance" and must bear an original signature. The prime contractor is responsible for gathering the certified payrolls from each subcontractor and for submitting them, along with their own, to ARRC.
3. These weekly certified payrolls must be submitted to ARRC within seven days after the regular "payday" for that certified payroll at the following address:
<https://certpayportal.akrr.com/>
A website login will be required to be set up prior to the first submission.
The contractor and its subcontractors are also responsible for filing certified payrolls with **DOLWD** as required.
4. 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
 - 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
 - iv. **Contracting agency project number**, which is the ARRC contract/purchase order number and 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. If no work is completed during a given week, the contractor must nonetheless submit a certified payroll for that week, with the appropriate consecutive payroll number for that week, and write "No Work Performed" on payroll.
 - 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 within seven days of the payment date of the payroll.

vii. **Stamp or write “Confidential”** on the certified payroll to help insure the privacy of contractor employees.

Sample copies of DOLWD certified payroll forms with the “Statement of Compliance is shown in Figures 1 and 2 below.

Failure to timely submit complete and accurately filled out weekly certified payrolls to ARRC may result in the delay of payment on the contract.

Figure 1: Alaska Dept. of Labor, Certified Payroll, Form 07-6058, Pg. 1

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		Project Name and Location	
Contractor License No. 28888		Contracting Agency Project # 35014		Date Work Started 12-Dec-04	
907-555-1212		Payroll No. 1		Contract Amount \$50,000.00	
Name, SSN, Permanent Domicile Address (NO P.O. BOX or RURAL ROUTES ACCEPTED) and Mailing Address (if different) for each employee. Social Security numbers (SSN) MUST be included for all employees.		Week Ending 18-Dec-04		Est. Completion Date October-05	
Joe H. Worker, SSN: 555-55-5555 316 Timber Lake Road Anchorage, AK 99515		Specific Work Class Code including certificate #s for Electricians, Plumbers, Painters, Pavedment, etc. (do not include truck license number)		Date of the Month	
		S0301		04/12-15/00	
		Apprentice (%) if Applicable		Day of the Week	
		N/A		S M T W T H F S	
		Union Member-ship (N/A put N/A)		Total Hours Worked	
				1.50	
				32.00	
				41.5	
				Hourly Rate Paid	
				42.15	
				28.10	
				12.75	
				Gross Amount Earned	
				63.23	
				899.20	
				427.13	
				DEDUCTIONS	
				FICA 106.29	
				FED WHT TAX 259.21	
				OTHER (Union Dues, Medical Insurance)	
				365.50	
				Total Deductions	
				1024.05	
				Net Amount Paid	
				1104/04	
				Check No. #678	
"Confidential"					

Figure 2: Alaska Dept. of Labor, Certified Payroll, Form 07-6058, Pg. 2

STATEMENT OF COMPLIANCE

CERTIFIED PAYROLL FORM 07-6058

Contractors & Subcontractors Please Note!!!

SSN MUST be listed for each employee on payroll

8 AAC 30.020 CERTIFIED PAYROLL. (a) All Contractors (including owner/operators) who perform work on a public construction contract for the state or political subdivision of the state shall file with the Department a certified payroll (Form 07-6058) before Friday of each week that covers the preceding week.

(b) The certified payroll shall be submitted to the Department's regional office in which the work is performed.

Region I,
North of N63°

Labor Standards & Safety Div, DOLWD
675 7th Ave., Station J-1
Fairbanks, AK 99701-4593
(907) 451-2886 Fax: (907) 451-2885

Region II,
South of N63°

Labor Standards & Safety Div, DOLWD
3301 Eagle Street, Suite 301
Anchorage, AK 99503-4149
(907) 269-4900 Fax: (907) 269-4915

Region IIA, Southeast Alaska,
(From Yakutat south)

Labor Standards & Safety, DOLWD
P. O. Box 21149
1111 W. 8th Street, Rm 302
Juneau, AK 99801
(907) 465-4842 Fax: (907) 465-3584

In lieu of submitting Form 07-6058, contractors may submit his/her payroll form. **THE FORM MUST CONTAIN SOCIAL SECURITY NUMBERS FOR EACH EMPLOYEE.**
The contractor's payroll record must contain the same information required on this form.

Sec. 35.05.040 requires that all contractors or subcontractors who perform work on a public construction contract for the state or a political subdivision of the state shall, **BEFORE FRIDAY OF EACH WEEK**, file with the Department of Labor and Workforce Development (DOLWD), a sworn affidavit for the previous week, setting out in detail the number of workers employed, wages paid each week, job classification of each employee, hours worked each day and week, and other information which the DOLWD requires.

CONTRACTORS WHO DISREGARD THEIR OBLIGATIONS TO THEIR EMPLOYEES, INCLUDING PAYMENT OF THE APPROPRIATE PREVAILING RATES OF PAY, UNCONDITIONAL PAYMENT, AND PAYMENT NOT LESS THAN ONCE A WEEK MAY BE DEBARRED FROM PUBLIC CONSTRUCTION.

Date: 22-Dec-04

(2) That Alaska Strong Steel, Inc.

(Contractor / Subcontractor)

I Jane Doe, President do hereby state
(Name of Signatory Party) (Title)

(1) That I pay or supervise the payment of persons employed by
Alaska Strong Steel, Inc. on the
(Contractor / Subcontractor)

Gold Creek Bridge Project; that during the payroll
(Building or Work)

period commencing on 12-Dec-04, and ending on
(date)

18-Dec-04, all persons employed on said project have
(date)

been paid full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

Alaska Strong Steel, Inc.

(Contractor / Subcontractor)

from the full weekly wages earned by a person, and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions, on projects covered by Alaska Statute 36 as defined in regulations issued by the Commissioner of Labor; or on Federal Projects as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948; 63 Stat. 108; 72 Stat. 967; 76 Stat. 357; 40 USC 276 (c), and described below:

and;

is in full compliance with the provisions set forth in AS 36.10, which requires employment preference for Alaska residents as outlined in AS 36.95.010; and

(3) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers, mechanics or field surveyors contained herein are not less than the current applicable wage rates established by the DOLWD; that the classification set forth therein for each laborer, mechanic or field surveyor conforms with the work performed; and

(4) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with the State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such agency exists in the State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor; or

(5) That I am a bona fide owner/operator and that my contract amount meets or exceeds the prevailing wage for each hour I have worked. My last progress payment was received on _____ For _____

(6) That where fringe benefits are paid to approved plans, funds or programs: (check all applicable items)

(a) In addition to the basic hourly wage rates paid to each laborer, mechanic or field surveyor listed on this payroll, payments of fringe benefits as currently published by DOLWD

have been or will be made to a union trust.

(b) In addition to the basic hourly wage rates paid to each laborer, mechanic or field surveyor listed on this payroll, payments of fringe benefits as currently published by DOLWD have been or will be made to the appropriate programs for the benefit of such workers, except as noted in Section 6(d) below. Fringe benefit payments will be made at least quarterly to an approved plan. The name of the plan is:

(c) Each laborer, mechanic or field surveyor listed on this payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as currently published by DOLWD, except as noted in Section 6(d).

(d) Exceptions:

Exception (Craft)	Explanation
Remarks:	

The willful falsification of any of the above information may subject the contractor or subcontractor to civil or criminal prosecution. See Section 1001 of Title 18 and Section 231 of the United States Code. Also see AS 36.05.060.

Jane Doe

Signature (original signature required)

Jane Doe, President

Name & Title (print or type)

APPENDIX D

FORMS

CONTRACTOR RESPONSIBILITY QUESTIONNAIRE

PART 1 - INSTRUCTIONS

- 1.1 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.
- 1.2 Please state "not applicable" in questions clearly not applicable to Bidder/Proposer in connection with this solicitation. Do not omit any question.
- 1.3 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).
- 1.4 The term "Proposer" includes the term "Bidder" and also refers to the firm awarded the Contract. The term "Proposal" includes the term "Bid".
- 1.5 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 2 - IDENTITY OF PROPOSER

- 2.1 Proposer's Full Legal Name: _____
- 2.2 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: _____
- 2.3 Proposer's federal taxpayer identification number: _____

2.4 Proposer's Alaska business license number: _____

2.5 Proposer's contractor's license number (for construction only): _____

2.6 Proposer's legal address: _____

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

2.7 Proposer's local or authorized point of contract address:

Name: _____ Title: _____

Address: _____

Telephone Number: (____) _____ email: _____

2.8 How long has the Proposer been in business? _____

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

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

YES NO

If answer is "YES," attach a copy of certification.

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

PART 3 - CONTRACTING HISTORY

3.1 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

3.2 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.

3.3 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

3.4 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

3.5 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 4 - 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!

4.1 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

4.2 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

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

YES NO

4.4 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

4.5 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 5 - COMPLIANCE WITH LAWS AND OTHER REGULATIONS

5.1 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

5.2 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 6 - FINANCIAL

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

6.1 Proposer's current Alaska Business License, if required by state law.

6.2 Proposer's Financial Statements **may** be requested:

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

6.2.2 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 7 - VERIFICATION AND ACKNOWLEDGMENT

7.1 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.

**ALASKA RAILROAD CORPORATION
CONSTRUCTION BID FORM of**

NAME _____

ADDRESS _____

7.2 To the CONTRACTING OFFICER, ALASKA RAILROAD CORPORATION:

In compliance with your Invitation to Bid Number, _____, 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 Plans and/or specifications (give number and date of each).

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

_____	_____	_____
-------	-------	-------

_____	_____	_____
-------	-------	-------

_____	_____	_____
-------	-------	-------

7.3 NON-COLLUSION AFFIDAVIT

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

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

Signature

Name and Title of Person Signing

Telephone Number

Facsimile Number

Form 395-0121 (12/99)

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 ½ 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 ON REVERSE]

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 FAX NUMBER

**ALASKA RAILROAD CORPORATION
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: **RFQ 23-47-211140A Sheep Creek Road (Happy) Crossing Upgrades** at the prices bid by the Contractor for the respective estimated quantities aggregating approximately the sum of: **Bid Amount dollars and zero/cents (\$_____)** 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 Contractor's Bid are made a part of this Contract and accepted as such, the project being situated the Alaska Railroad stations of Wolf and Curry, 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 shall be done and performed, in every respect, to the satisfaction of ARRC.

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

Form 395-0122

APPENDIX E

GENERAL CONDITIONS
(CONSTRUCTION)
(Revised 11/14/05)

[Microsoft Word - General Terms & Conditions-Construction 11-14-05.doc \(alaskarailroad.com\)](#)

APPENDIX F

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 B, and any Technical Specifications incorporated herein.

DESCRIPTION

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

AWARD CRITERIA: A contract award resulting from this solicitation shall be made to the low, responsive, responsible bidder who meets the requirements as set forth in the plans and specifications and compliance thereof. The contract may be awarded to the responsive and responsible bidder who's Lump Sum Base Bid is deemed by the Contact Administrator to be in 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. Award is contingent on the availability of ARRC funds.

PAY ITEM SUMMARY					
Item No.	Item Description	Unit	Quantity	Unit Price	Amount
1	Mobilization and Demobilization (640.0001)	LS	1	\$	\$
2.A	Receiving Tunnel Foundation (202.0001.1)	LS	1	\$	\$
2.B	Rail Unloading Foundation (202.0001.2)	LS	1	\$	\$
3	Fill (205.0006)	CY	750	\$	\$
4	Aggregate Base Course, Grading D-1 (301.0004)	Tons	40	\$	\$
5	Tower Deep Pit Fill Verification	LS	1	\$	\$
6	Reclaim Tunnel Fill Verification	LS	1	\$	\$
7	Construction Surveying (642.0001)	LS	1	\$	\$
	Total Bid				\$

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

CITY, STATE, ZIP CODE

DATE OF BID

CONTACT PHONE NUMBER

CONTACT E-MAIL

ATTACHMENTS:

Attachment 1 Standard Specifications for work on Railroad property

Attachment 2 Pamphlet 600 - Issue 47, Effective September 1, 2023

Attachment 3 A Plethora of Drawings

ACAD TNH-03108-5-05

B+W KIBCOR-3650.09-1-152

B+W KIBCOR-3650.09-146

B+W KIBCOR-3650.09-147

B+W KIBCOR-3650.09-C1-138

B+W KIBCOR-3650.09-C2-139

B+W KIBCOR-3650.09-C4-141

B+W KIBCOR-3650.09-C5-142

B+W KIBCOR-3650.09-C6-143

B+W KIBCOR-3650.09-C8-145

BP KIBCOR-3650.09-C9-148

BP KIBCOR-3650.09-C11-149

BP KIBCOR-3650.09-C12-150

BP KIBCOR-3650.09-C13-151

MAN UNKNWN-92158-137