

ARRC WHITTIER YARD DRAIN REPAIRS
PHASE 1 CONSTRUCTION

INVITATION TO BID
No. 26-17-214505

APRIL 28, 2026

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



ALASKA RAILROAD CORPORATION

327 W. Ship Creek Ave.

Anchorage, AK 99501

Wallaces@akrr.com

Phone 907.265.2425

Cell 907.744.0031

April 28, 2026

INVITATION TO BID

#26-17-214505

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PHASE 1 CONSTRUCTION

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

Firms that have not returned the cover sheet will not be informed of addendums and will only be alerted to addendums by checking with the ARRC procurement officer or by checking ARRC's internet site: www.alaskarailroad.com , select Procurement and then Solicitations.

Bidders must acknowledge the receipt of all issued addendums in their proposal/bid submittal.

Company _____

Address _____

Contact _____

Phone _____

Email _____

Website: www.alaskarailroad.com



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April 28, 2026

INVITATION TO BID NUMBER: # 26-17-214505

ARRC Whittier Yard Drain Repairs Phase 1 **Construction**

SEALED BIDS WILL BE RECEIVED AT

Alaska Railroad Corporation
Attn: Sarah Wallace
327 West Ship Creek Avenue
Anchorage, AK 99501

UNTIL 3:00 P.M. May 20, 2026
AT WHICH TIME BIDS WILL BE PUBLICLY OPENED

A Pre-Proposal Site visit will be held on Monday May 4, 2026, at 10:45 - 11:45AM meeting at the Whittier Section House 411 Depot Road. ARRC staff will escort contractors to the site and the sitewalk is estimated to take an hour. PPE is required to include personal flotation devices, hardhats, safety glasses, and steel toe boots. Interested parties should pre-register by May 1, 2026. Please contact Sarah Wallace at wallaces@akrr.com to register.

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

1. Offeror's Name -
2. ITB # 26-17-214505
3. Date and Time Scheduled for Receipt of Offers.
4. Sealed Offer: ARRC Whittier Yard Drain Repairs Phase 1 Construction

A bidder's failure to visit the work site will in no way relieve the bidder of the responsibility of performing the work in strict compliance with the true intent and meaning of the terms, conditions, and specifications of this ITB.

Return your bid in a sealed envelope on which the Solicitation number appears. Bids

received by e-mail or facsimile transmission will not be considered for award. Bids shall be submitted on the forms furnished herein. Hand-delivered bids, amendments, or withdrawals must be received by ARRC's Contracts Section prior to the scheduled time of bid opening.

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

An Alaska Business license is not a prerequisite to bid. Bidders who possess an Alaska Business license and also meet the other criteria of an Alaska Bidder shall receive a preference per the "Alaska bidder preference".

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

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

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

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

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

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

ARRC Disadvantaged Business Enterprise (DBE) Program: ARRC is an equal opportunity corporation that encourages the participation of DBEs as prime contractors and subcontractors on its contracts funded in whole or in part by the Federal Transit Administration (FTA) or the Federal Highway Administration (FHWA). ARRC has a race neutral DBE Program and does not set DBE goals on individual solicitations.

Nonetheless, the ARRC aspires to achieve an overall DBE participation of 4.0% in federal fiscal years 2025-2027 on contracts funded by agencies within the U.S. Department of Transportation.



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 **in writing** to Sarah Wallace, Alaska Railroad Corporation, Supply Management, 327 W. Ship Creek Avenue, Anchorage, AK 99501, telephone number 907-265-2425, email address Wallaces@akrr.com.

Sincerely,

A handwritten signature in black ink that reads "Sarah B. Wallace". The signature is written in a cursive style with a large, prominent "S" and "W".

Sarah Wallace
Contract Administration Specialist
Alaska Railroad Corporation

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Whittier Yard Storm Drain Replacement: Phase 1
IFB Plan Set dated April 6, 2026 (13 pages)

SECTION A

Required Documents

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

1. Construction Bid Form - [Form 395-0121]
2. Bid Bond - [Form 395-0120]
3. Contractors Responsibility Questionnaire
4. Cost Schedule - Appendix I

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

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

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

1. Certificate of Insurance - [from Insurance Carrier]
2. Payment Bond - [Form 395-0126]
3. Performance Bond - [Form 395-0127]
4. Contract and Notice to Proceed, ARRC Generated
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SECTION B

Bidders Instructions

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

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

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

Examination of Site: Bidders should visit the Project Site(s) and take such other steps as may be reasonably necessary to ascertain the nature and location of the Work, and the general and local conditions which may affect the Work and the cost thereof.

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 ensure 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.

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.

Award of Contract: Unless the solicitation 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.

FRA Drug & Alcohol Testing Compliance: The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. part 219, produce any documentation necessary to establish its compliance with part 219, and permit any authorized representative of the Federal Railroad Administration (FRA), ARRC or its agents, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. part 219 and review the testing process.

The Contractor agrees further to submit the annual Management Information System (MIS) reports required by 49 C.F.R. 219.800 covering the previous calendar year to the FRA before March 15. The Contractor agrees further to include this provision in any subcontracts that involve the performance of Roadway Worker services for ARRC.

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

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

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

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

The plan must be compatible with ARRC Safety Policies including On-Track Safety, OSHA overwater requirements, 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.

A complete, detailed Site-Safety Plan shall be submitted to the Project Manager at least 5 days prior to commencement of any Work on the Project

CONTRACTOR'S INSTRUCTION FOR SUBMITTING CERTIFIED PAYROLL:

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

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

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

Private utility companies exempt by the state of Alaska from filing certified payrolls because they are working on their own lines must provide a copy of the state approved sworn work affidavit indicating they are paying state DOLWD required wages. Private Utility companies shall file Notices of Work (NOW) and Notices of Completion (NOC) with DOLWD, listing subcontractors, if any. The DOLWD approved finalized affidavit, NOW, and NOC shall be sent to the ARRC. The utility company shall collect original certified payrolls from all subcontractors and submit them weekly to the ARRC as outlined in these submission instructions.

These weekly certified payrolls must be sent to ARRC within seven days after the regular "payday" for that certified payroll at the following address:

The Alaska Railroad Corporation
Attn: Certified Payroll Processor
P.O. Box 107500
Anchorage, AK 99510-7500
certifiedpayrollprocessor@akrr.com

The contractor and its subcontractors are also responsible for filing certified payrolls with DOLWD as required.

The certified payroll must be completely filled out by the contractor including, but not limited to:

- i. **Contractor's complete name**, including joint 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.

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°	Region II, South of N63°	Region IIA, Southeast Alaska, (From Yakutat south)
Labor Standards & Safety Div, DOLWD 675 7th Ave., Station J-1 Fairbanks, AK 99701-4593 (907) 451-2886 Fax: (907) 451-2885	Labor Standards & Safety Div, DOLWD 3301 Eagle Street, Suite 301 Anchorage, AK 99503-4149 (907) 269-4900 Fax: (907) 269-4915	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 an 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)

SECTION C

Scope of Work

Scope of Work

This project will involve the removal and replacement of a segment of the stormwater drainage system that conveys flow from the lagoon located on the east side of Depot Drive. The work will be executed in two phases, with this contract covering Phase 1 only.

Phase 1 will include the replacement of an existing 36-inch corrugated metal pipe (CMP) with a new 48-inch plastic pipe. Portions of the new pipe will be installed within steel casing. The 48-inch pipe will extend from the general vicinity of the existing inlet locations, pass beneath multiple yard tracks, and connect to the existing 36-inch CMP drainage system within the railyard.

Additional work under Phase 1 will include:

- Installation of storm drain inlet protection
- Installation of two 96-inch storm drain manholes
- Integration of an existing sanitary sewer (SS) line within one of the new manholes

Phase 2, which will not be included in this contract, will consist of the replacement of the existing 36-inch CMP from the downstream termination of Phase 1 improvements to the seawall outlet.

The Contractor will furnish all labor, materials, and equipment necessary to complete Phase 1 work, including but not limited to excavation, grading, paving, and traffic control required for installation of the new storm drain system as described herein.

ARRC Operations

Unless otherwise specified, the contractor will complete all track work and furnish all materials. The contractor will prepare, remove and reinstall the track segments as outlined in the contract documents. The contractor shall replace every third tie which will be furnished by ARRC. The contractor shall coordinate all work activities with ARRC personnel, and local stakeholders including the City of Whittier, and yard users such as Alaska Marine Lines (AML) for operational support and construction windows in accordance with subsection 107-1.08.

Barge Operations

This work will be performed within an active marine terminal, and work windows will be planned around barge schedules. The Contractor should expect to accommodate one to two barges per week, although generally we will only have one barge per week. Barges will typically arrive Tuesday evening and depart Friday afternoon; however, this tentative schedule will be subject to change and may be impacted by weather conditions, particularly during the fall and winter months. ARRC will communicate and provide updates to the Contractor regarding anticipated barge schedules.

Work windows during barge operations will be permitted so long as they do not prevent efficient barge offload (note the tracks are generally needed for this operation); however, the Contractor will be required to have at least one individual onsite possessing a valid Transportation Worker Identification Credential (TWIC) to provide escort for the work crew. Additional information, including application requirements and associated costs for obtaining a TWIC, will be available at the following website: <https://www.tsa.gov/for-industry/twic>.

All work performed under this contract will adhere to the *Alaska Railroad Standard Specifications for Construction – 2025 Edition*. A copy of this publication may be downloaded from the ARRC SSC March 2025 (“Orange Book”).

As part of this contract, the Contractor will be responsible for compliance with all applicable Federal Railroad Administration (FRA) safety regulations. The Contractor will submit a designation roster identifying work and safety supervisors, including the basis of qualifications for each individual, to the Project Manager for review and approval prior to commencing work.

Work will be planned to minimize track outages. The Contractor will prepare its bid assuming that ARRC equipment will not be available.

Requirements & Considerations

1. **Additional Permits:** Contractor is responsible for any permits not provided.
2. **Utility Locates:** Contractor is responsible for locating and protecting all utilities. Call for locates (including City of Whittier) at least 10 days prior to excavation. Exercise caution around abandoned lines that may contain hydrocarbons.
3. **Traffic Control Work Plans:** At least 14-days in advance, the Contractor shall submit a schedule and work plan for the following areas:
 - a. **Depot Road:** Develop a Traffic Control Plan in accordance with the ARRC standard specifications for detouring light-duty traffic to Blackstone Road. Acquire necessary permits from the City of Whittier. Provide a single-lane shoo-fly on Depot Road for heavy commercial traffic access.
 - b. **Railyard:** Include travel routes and accommodations for container handlers, which have right-of-way during barge operations. All work must be executed safely and without interference to Alaska Marine Lines (AML) and ARRC operations.
 - c. **Track Work:** ARRC anticipates a maximum 96-hour track outage(s). Anticipated outage window: Friday 2200 to Tuesday 2200. ARRC will assist in securing work windows and flagging protection. Revised Section 107-1.15 to read: A minimum of 35 business days' notice is required for ARRC provided flag protection.
4. **Storm Water Management Plan:** Develop and implement a Storm Water Pollution Prevention Plan (SWPPP) for owner approval.
5. **Contractor Laydown Area:** Area off Kittiwake CT. near Depot Road Boat Ramp. Do not block boat ramp access or stage materials outside designated area without ARRC approval.
6. **Disposal Site:** Uplands disposal site provided at Whittier's Head of the Bay (see Plans). Contaminated soils must be handled in accordance with ARRC subsection 203-3.06.
7. **Period of Performance:**
 - a. Project start: [TBD], 2026
 - b. Substantial Completion: October 15th, 2026
 - c. Final Completion: November 15th, 2026
 - d. Note: Work may be required on weekends and/or nights due to barge schedules, permitting, and field progress.
8. **ARRC Coordination:** Contractor shall coordinate with the Construction Manager and Manager of Marine Operations (or designee) for:
 - a. Daily operations
 - b. Site access
 - c. Equipment staging
 - d. Lockout/tagout procedures
 - e. Track controls (executed by ARRC MOW)
 - f. Tenant asset movement
 - g. Vessel coordination
9. **Roadway Worker Protection (RWP) Training:** Contractor shall work in accordance with ARRC subsection 107-1.15.

All work shall comply with the scope, drawings, technical specifications, and these project special provisions. Contractors are encouraged to familiarize themselves with site conditions and Owner-provided information prior to bidding. All construction must meet current industry standards and governing permit stipulations. The Contractor shall assist the Owner or its representative with construction observation and quality assurance.

END OF SCOPE OF WORK

SECTION D

ARRC STANDARD SPECIFICATIONS FOR CONSTRUCTION

SECTION D – [ARRC Standard Specifications for Construction March 2025 Edition \(Orange Book\)](#)

SECTION E

Construction Quality Control (CQC) Plan

1. SUBMITTAL AND GENERAL REQUIREMENTS

- 1.1. The Contractor shall establish and maintain an effective quality management system. The quality management system shall consist of plans, procedures, and the organization necessary to provide material, equipment, and workmanship that comply with the requirements of the contract documents. The system shall cover operations both onsite and offsite, and shall be keyed to the proposed sequence of the work.
- 1.2. The Contractor shall prepare a Construction Quality Control (CQC) plan compliant with the requirements of this appendix and all other contract documents. A complete detailed CQC plan shall be submitted to the Owner's Representative within 10 days of intent to award and shall be approved in writing by the Owner's Representative prior to proceeding with the work.
- 1.3. The CQC plan shall be capable of ensuring that the procurement, shipping, handling, fabrication, installation, cleaning, inspection, construction, testing, storage, examination, repair maintenance, and required modifications of all materials, equipment, and elements of the work comply with the requirements of the contract documents and that all materials incorporated in the work will perform satisfactorily for the purpose intended.
- 1.4. If Contractor does not provide an acceptable CQC plan, ARRC may, at its sole discretion, elect to award the contract to others.

2. AUTHORITY AND RESPONSIBILITY

- 2.1. Authority: The persons and organizations performing quality control and quality assurance functions shall have sufficient authority and organizational freedom to identify quality problems and to initiate, recommend, provide, and verify implementation of the solution.
- 2.2. Changes in Plan or Personnel: The Contractor shall not revise the CQC or the quality staffing levels or replace any of the key personnel specified herein without prior written approval from the Owner's Representative.
- 2.3. Contractor's Responsibility: The Contractor is solely responsible for achieving project quality and shall have overall responsibility for the quality of all construction work. The contractor shall conduct quality management activities, which include inspection, materials testing, and other activities specifically developed and/or chosen by the Contractor.
- 2.4. Owner's Responsibility: ARRC reserves the right to, and will, conduct inspections, testing, sampling, and evaluation associated with quality assurance and independent quality assurance. ARRC's role in construction is to provide the following.
 - 2.4.1. Quality assurance and independent assurance of construction activities, inspection, and materials testing. ARRC will do this with either its staff or a consultant acting as the owner's representative.
 - 2.4.2. Oversight of the Contractor's quality management activities to ensure adherence to the CQC plan and compliance with the contract documents.
 - 2.4.3. Notifying the Contractor promptly of irregularities or deficiencies observed in the work.
 - 2.4.4. Oversight of the Contractor's construction management, including scheduling, invoicing, shop drawing review, document control, etc.

3. CONSTRUCTION QUALITY CONTROL (CQC) PLAN

- 3.1. Objectives: Quality in the construction phase is the program of policies, procedures, and responsibilities required to provide confidence that the desired characteristics have been obtained to help ensure the project will perform its intended function for its design life. Quality

control in the construction phase shall consist of those actions necessary to assess production and construction processes so as to control the level of quality being produced in the end project. The Contractor's quality control actions shall include examining, checking, and inspecting in-process and completed work, and materials sampling and testing during production and construction, as a means of controlling and measuring the characteristics and conformity of an item, process, or feature to established requirements.

- 3.2. The Contractor's CQC plan shall be capable of:
 - 3.2.1. Ensuring that the design, procurement, shipping, handling, fabrication, installation, cleaning, inspection, construction, testing, storage, examination, repair, maintenance, and required modifications of all materials, equipment, and elements of the work comply with the requirements of the contract documents.
 - 3.2.2. Ensuring that all materials incorporated in the work, all equipment, and all elements of the work will perform satisfactorily for the purpose intended.
- 3.3. Contents of the CQC Plan: The CQC plan shall delineate the type and frequency of inspection, sampling, and testing deemed necessary to measure and control the various properties of material and workmanship of all construction processes within the tolerances governed by the drawings and specifications, applicable codes and regulations, permit conditions, and other contract requirements as contained herein. The CQC plan shall include the following, at a minimum.
 - 3.3.1. Construction activity and item inspection plans.
 - 3.3.2. Schedule of materials control including materials to be tested, test methods, and frequency of testing.
 - 3.3.3. Sampling locations and techniques.
 - 3.3.4. Control of workmanship
 - 3.3.5. Identification and qualifications of key quality control personnel, including the quality control manager, inspectors, and technicians. Include an organization chart with reporting lines.
 - 3.3.6. Name and location of testing laboratories.
 - 3.3.7. Documentation procedures, including inspection and test records; accuracy and calibration checks; nature, number, and type of deficiencies found; nature of corrective actions; and quantities of work tested and sampled.
 - 3.3.8. Mandatory inspection points.

4. CONSTRUCTION QUALITY ORGANIZATION

- 4.1. The construction CQC shall describe the Contractor's quality management organization for all of the project construction processes. At a minimum, the CQC shall identify the following positions.
 - 4.1.1. Construction Manager or Superintendent: The Construction Manager shall be the individual responsible for the overall project construction, quality management, and contract administration for this project.
 - 4.1.2. Construction Quality Manager: The Construction Quality Manager may work directly for the Contractor or may be contracted from an independent firm or organization. The Construction Quality Manager shall work under the direct supervision of the Construction Manager. It shall be the responsibility of the Construction Quality Manager to perform workmanship inspections, implement quality planning, oversee quality control testing, and coordinate with Owner's QA testing and independent assurance testing. The Construction Quality Manager shall also cooperate with the Owner's Representative in compiling a statistical correlation of materials and workmanship data.

The Construction Quality Manager shall be responsible for submitting requested inspection, testing, and other data to the Owner's Representative on a daily basis or as determined by the Construction Quality Manager and ARRC's field representative.. The Construction Quality Manager shall have at least two years (within the last five years) of experience in inspection and materials testing for similar projects.

4.1.3. Construction Testing Technicians: The construction testing technicians may work directly for the Contractor or may be contracted from an independent firm or organization. They shall work under the direct supervision of the Construction Quality Manager and perform inspections as indicated in the construction CQC. Each Construction Testing Technician shall have training and/or technical certification, as appropriate, for the specific type and level of work that they will be testing; e.g., asphalt certification, welding, concrete strength, etc.

5. PRECONSTRUCTION MEETING: Before the start of construction, the Contractor shall meet with ARRC or its authorized representative in a pre-construction meeting. A topic of the pre-construction meeting shall be the Contractor's proposed quality management system. During the meeting, a mutual understanding of the system details shall be developed, including the forms for recording the Contractor's quality control operations, control activities, testing, administration of the system for both onsite and offsite work, and the Contractor's quality control program. Minutes of the meeting shall be prepared and signed by both the Construction Manager and the Owner's Representative. The minutes shall become a part of the contract file. Additional conferences may be called at any time to reconfirm mutual understandings.

6. INSPECTIONS AND TESTS

6.1. Except where they are specifically indicated to be the Owner's responsibility, or are provided by another identified entity, the Contractor shall provide inspections, tests, and similar quality control services in accordance with the approved CQC plan. Costs for these services shall be included in the contract price, whether performed by the Contractor's personnel or an independent firm.

6.2. Associated Services: The Contractor shall cooperate with organizations performing required inspections, tests, and similar services and shall provide reasonable auxiliary services as requested. Auxiliary services required include, but are not limited to:

6.2.1. Providing access to the work and furnishing incidental labor and facilities necessary to facilitate inspections and tests.

6.2.2. Taking adequate quantities of representative samples of materials that require testing or assisting the Owner in taking samples.

6.2.3. Providing facilities for storage or curing of test samples, and delivery of samples to testing laboratories.

6.2.4. Providing the Owner with a preliminary design mix proposed for use for materials mixes that require control.

6.2.5. Security and protection of samples and test equipment at the project site.

6.3. Coordination: The Contractor, the Owner's Representative, and any independent testing agencies shall coordinate the sequence of activities to accommodate required inspection and testing services with a minimum of delay. In addition, the Contractor and ARRC shall coordinate activities so that removing and replacing construction to accommodate inspections and tests will not be required.

6.4. The Contractor is responsible for scheduling times for inspections, tests, taking samples, and similar activities.

6.5. Mandatory Inspection Documentation Points: Documentation points are mandatory verification and inspection points that shall be identified in the CQC plan and the project schedule.

Documentation points should be points at which critical characteristics are to be measured and documented by the Construction Quality Manager. It will be the responsibility of the Construction Quality Manager to certify that the design and construction have met the requirements of the plans and specifications and to sign all inspection documentation. Inspection documentation shall be submitted to ARRC or its representative when requested. It shall be the responsibility of the Contractor to determine inspection documentation point criteria and required documentation. ARRC will not prescribe the inspection criteria.

- 6.6. ARRC should be notified a minimum of 24 hours prior to any mandatory inspection.
 - 6.6.1. The mandatory inspection points for this project shall be established through coordination between the contractor and the Owner's Representative...
- 6.7. Completion Inspection: At the completion of all work or any increment thereof established by a completion time stated in the schedule or in the CQC plan, the Construction Quality Manager shall conduct a completion inspection of the work and develop a punch list of items that do not conform to the contract documents. Such a list of deficiencies shall be included in the QC documentation as required herein, and shall include the estimated date by which the deficiencies will be corrected. The Construction Quality Manager shall make a second completion inspection to make certain that all deficiencies noted on the punch list have been corrected and so notify ARRC. The completion inspections and any deficiency corrections required by this paragraph shall be accomplished within the time stated for completion of the entire work or any particular increment thereof if the project is divided into increments by separate completion dates.

7. DOCUMENTATION

- 7.1. The Contractor shall maintain daily records of quality control operations, activities, and tests performed, including the work of suppliers and subcontractors. These records shall be on an acceptable form and shall include factual evidence that required activities or tests have been performed, including, but not limited to, the following.
 - 7.1.1. Type and number of control activities and tests involved.
 - 7.1.2. Results of control activities or tests.
 - 7.1.3. Nature of non-conformances, defects, causes for rejection, etc.
 - 7.1.4. Proposed remedial action.
 - 7.1.5. Corrective actions taken.
 - 7.1.6. Description of trades working on the project, the number of personnel working, the weather conditions encountered, any delays, and acknowledgement of any instruction given by ARRC.
- 7.2. The daily quality control report records shall cover both conforming and defective or deficient features and shall include a statement that supplies and materials incorporated in the work and workmanship comply with the contract. The Construction Quality Manager shall sign the daily quality control report and furnish legible copies to ARRC by the end of the following workday.
- 7.3. Monthly quality control reports that summarize project status, work completed related to funds expended, any nonconformance, and any necessary corrective actions shall be provided.

END OF CONSTRUCTION QUALITY CONTROL (CQC) PLAN

SECTION F
FORMS

ALASKA RAILROAD CORPORATION – CONSTRUCTION BID FORM
of:

NAME _____
ADDRESS _____

To the CONTRACTING OFFICER, ALASKA RAILROAD CORPORATION:

In compliance with your Invitation to Bid Number, ITB# 26-17-214505, the Undersigned proposes to furnish and deliver all the materials and do all the work and labor required in the construction of the ARRC Whittier Yard Drain Repair Phase 1 Construction, located at or near Whittier, Alaska according to the plans and specifications and for the amount and prices named herein as indicated on the Cost Schedule, which is made a part of this Bid.

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

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

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

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

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

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

NON-COLLUSION AFFIDAVIT

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

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

Signature

Name and Title of Person Signing

Telephone Number

E-Mail Address

Form 395-0121 (12/99)

ALASKA RAILROAD CORPORATION – BID BOND

ITB #26-17-214505 Whittier Yard Drain Repair Phase 1 Construction	DATE BOND EXECUTED
PRINCIPAL (Legal name and business address)	TYPE OF ORGANIZATION
	<input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> CORPORATION
9 STATE OF INCORPORATION	

SURETY(IES) (Name and business address)		
A.	B.	C.

PENAL SUM OF BOND	DATE OF BID
--------------------------	--------------------

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

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

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

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

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

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

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

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

INSTRUCTIONS

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

Form 395-0120

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: (____) _____

7. Proposer's local or authorized point of contact:

Name: _____ Title: _____

Address: _____

Telephone Number: (____) _____ Email: _____

8. How long has the Proposer been in business? _____

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

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

YES NO

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

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

Part III – Contracting History

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

YES NO

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

YES NO

Note: Any "YES" answer 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 Action

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 Acknowledgment

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

STATE OF _____

COUNTY OF _____

I, (printed name) _____, being first duly sworn, state that I am the
(title)

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

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

Signature of Certifying Individual

Date

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

Signature of Notary

Notary Public in and for the State of _____

My Commission Expires: _____

NOTICE TO PROPOSERS:

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

ALASKA RAILROAD CORPORATION – SUBCONTRACTOR LIST

[First Tier Subcontractors Only]

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

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

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

Check as applicable: All work on the below-referenced project will be accomplished without subcontracts greater than 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, Washington Business License and Contractor Registration will be required prior to award of a subcontract.

COMPANY NAME

SIGNATURE BY AND FOR THE BIDDER

COMPANY ADDRESS

PRINTED NAME OF BIDDER

COMPANY ADDRESS

DATE OF BID

CONTACT PHONE NUMBER

CONTACT E-MAIL ADDRESS

Form 395-01

**ALASKA RAILROAD CORPORATION – SAMPLE CONSTRUCTION
CONTRACT**

Contract Number: _____ OC

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

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

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

WITNESSETH: That the Contractor, for and in consideration of the payment or payments herein specified and agreed to by ARRC, hereby covenants and agrees to furnish and deliver all the materials and to do and perform all the work and labor required in the construction of the following project: **ITB #26-17-214505 ARRC Whittier Yard Drain Repairs Phase 1 Construction** at the prices bid by the Contractor for the respective estimated quantities aggregating approximately the sum of: **Bid amount _____ dollars and /cents (\$_____.00)** for the Base Bid and such other items as are mentioned in the original Bid, which Bid and prices named, together with the Contract Documents (Invitation to Bid, Addenda & Contract) and Contractors Bid are made a part of this Contract and accepted as such, the project being situated in as follows: **Whittier, Alaska.**

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

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

It is expressly understood and agreed that in case of the failure on the part of the Contractor, for any reason, except with the written consent of ARRC, to complete the furnishing and delivery of materials and the doing and performance of the work before the aforesaid date, ARRC shall have the right to deduct from any money due or which may become due the Contractor, or if no money shall be due, ARRC shall have the right to recover liquidated damages as spelled out in General Conditions, Construction. The bonds given by the Contractor in the sum of: **100% of Bid Amount \$ _____ Payment Bond, and 100% of Bid Amount \$ _____ Performance Bond**, to secure the proper compliance with the terms and provisions of this Contract, are submitted herewith and made a part hereof.

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

CONTRACTOR

Name of Contractor

Signature

Date

Name and Title

(Corporate Seal)

ALASKA RAILROAD CORPORATION

Contracting Officer (Signature)

Date

Typed or Print Name

INSTRUCTIONS

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

Form 395-0126

ALASKA RAILROAD CORPORATION – PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

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

WHEREAS, the said Principal has entered into a written contract with said Alaska Railroad Corporation,
on the _____ of _____, 20_____,
for _____,

said work to be done according to the terms of said contract. **ARRC Project: : ITB #26-17-214505**

ARRC Whittier Yard Drain Repairs Phase 1 Construction

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

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

Principal: _____

Address: _____

Telephone Number: _____

Contact Name: _____

By: _____

By: _____

Surety: _____

Address: _____

Contact Name: _____

By: _____

By: _____

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

Alaska Railroad Corporation

[Authorized Representative] Date

(Instructions on Next Page)

INSTRUCTIONS

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

**SECTION G
SPECIAL PROVISIONS**

**SECTION 203
EXCAVATION AND EMBANKMENT**

203-2.01 MATERIALS. *Add the following:*

8. Selected Material. Borrow or classified Reusable Excavation that meets the requirements of Subsection 703-2.07 for the material type specified on the plans.

203-4.01 METHOD OF MEASUREMENT. *Add the following:*

Volumes calculated for payment under 203.0005.000A AND 203.0005.000C will be made in accordance with subsection 109-1.02.3.c.

All material placed outside the neat line limits will not be calculated for payment under this Contract and that work outside the neat line limits will be subsidiary to this line item.

203-5.01 BASIS OF PAYMENT. *Add the following:*

PAY ITEM		
Item Number	Item Description	Unit
203.0005.000A	BORROW, SELECTED MATERIAL, TYPE A	CY
203.0005.000C	BORROW, SELECTED MATERIAL, TYPE C	CY

**SECTION 204
STRUCTURE EXCAVATION FOR CONDUITS AND MINOR STRUCTURES**

204-2.01 MATERIALS. *Replace the entire subsection with the following:*

Except for where the plans call for porous backfill material or D1, use selected material, Type A (Subsection 703-2.07) passing the 3-inch sieve for bedding backfill material within 12 inches of manhole structures, and for backfill material less than 24" below the sub-ballast and aggregate base course layers, per the plans.

Use excavated native material for the remainder of the backfill if it meets the requirements of Selected Material, Type C, as provided by soil classification.

Payment for Type A and Type C backfill placement will be made in accordance with 203.0005.000A and 203.0005.000C respectively.

Use bedding material, and backfill material within the pavement structure, meeting the requirements for the applicable lift of material, per the plans. D1 or porous backfill bedding material is required within a minimum 12-inches around the sewer main, payment for this work is subsidiary to their respective bid items.

Upon soil classification and gradations meeting the requirements outlined in the contract documents, reuse suitable material, from structure excavation for backfill prior to using material from another source.

204-3.01 CONSTRUCTION REQUIRMENTS. *Add the following:*

Additional Required Submittals. All submittals requiring a shoring plan shall be signed by a professional civil or structural engineer registered in the State of Alaska.

The required submittals shall include the following:

- 1) Track Trenching Plan. The Contractor shall submit a Work Plan which includes the details of the excavation within the railroad embankment, casing installation, and the sequence of operations that will be utilized during all phases of construction. The work plan shall also include the following:
 - a) A detailed description of the equipment and procedures to be employed during trenching operation. Provide manufacturer's literature describing in detail the shielding/shoring system to be used. Describe method and capabilities for controlling ground conditions at the trench limits and preventing the creation of voids or softened or loosened ground outside of the trench.
 - b) Excavation procedures including safety systems and face support capabilities. Include details of provisions for supporting the face when the track trench excavation transitions to road and yard trench excavation limits.
 - c) Shop drawings for all equipment, equipment setup areas within the work zone limits, and staging areas.
 - d) Requests for additional work zone area if the work zone limits on the plans are insufficient.
 - e) Dewatering procedures and groundwater control details during operations that consider fluctuating groundwater with varying daily tide levels.
 - f) A description of the water levels and expected tide levels during work.

- 2) Work Schedule. A detailed and legible schedule of work which shall include, but not be limited to:
 - a) Mobilization
 - b) Shop drawings
 - c) Fabrication schedules
 - d) Site preparation
 - e) Excavation
 - f) Protection of underground utilities, including the gravity sewer line
 - g) Installation of storm drain system and verification of invert elevations
 - h) Grouting
 - i) Backfilling
 - j) Track removal and replacement
 - k) Track surfacing operations
 - l) Track outage(s)
 - m) Demobilization
 - n) Substantial completion

- 3) Contingency Plan. The Contractor shall submit a proposed contingency plan for potential problems that may arise during trenching operations. The contingency plan shall address the observations that would indicate a problem as well as the remediation methods to address it. The plan shall include the following scenarios:
 - a) Encountered Obstruction.
 - b) Utility strike.
 - c) Settlement in excess of provided tolerances.
 - d) Maintaining rail and road traffic

- 4) Daily Submittals. The following information shall be recorded during construction and submitted to the Owner or Contract Manager on a daily basis. Information shall be submitted within 2 hours of completion of the daily events or shift change, whichever is more frequent.
 - a) Field drawings for recording as-built conditions. The drawings shall be marked with all field information and shall be properly dated. This set of drawings shall be kept up to date.
 - b) Log of the trench operations. At a minimum, the log shall consist of the following:
 - i) The date, and the starting and finishing time of the work.

- ii) Any problems encountered.
- iii) Line and grade deviations.

5) No work, including the setup of traffic control shall be performed until the submittals required for this Section and all other sections related to the installation of casing and pipe through the casing have been accepted by the Contract Manager.

204-4.01 METHOD OF MEASUREMENT. *Add the following:*

All material excavated outside the neat line limits will not be calculated for payment under this Contract and that work outside the neat line limits will be subsidiary to this line item. Payment for work under this bid item pertains to the excavation and removal of material.

**SECTION 301
AGGREGATE BASE AND SURFACE COURSE**

301-2.01 MATERIALS. *Add the following:*

Upon approval, the contractor may be authorized to use material outlined in subsection 301.0001.00D1 as a substitute for material outlined in the plans as "205.0004.000B - Porous Backfill Material, Gradation B". 144 LB / Cubic Foot will be used as the estimating factor for converting the 260 CY of Porous Backfill Material, Gradation B to Tons of D-1. If this substitution is used, line 205.0004.000B would be abolished and the quantity for line 301.0001.00D1 would be increased by 506 Tons at the unit price bid for line 301.0001.00D1.

The contractor is to provide verification that the bedding material used for the selected pipe meets the manufacture requirements.

301-4.01 METHOD OF MEASUREMENT. *Add the following:*

Quantities measured for payment under 301.0001.00D1 will be made in accordance with subsection 109-1.02.13.a or 1.02.13.c.

Volumes calculated for payment under 301.0001.00C1 will be made in accordance with subsection 109-1.02.3.c.

All material placed outside the neat line limits will not be calculated for payment under this Contract and that work outside the neat line limits will be subsidiary to this line item.

**SECTION 309
RAILROAD BALLAST**

309-5.01 BASIS OF PAYMENT. *Add the following:*

All work associated with the procurement, transport, stockpiling, placement, shaping, and compaction shall be subsidiary to pay items 802.0003.0000 and 802.0006.0000.

**SECTION 401
HOT MIX ASPHAL PAVEMENT**

401-2.09 JOB MIX DESIGN. *Add the following:*

Submit for approval a Job Mix Design that was approved and used on an AKDOT&PF or other approved project as long as it meets the type and grade specified, and is within 2-5 years of the placement date.

401-5.01 BASIS OF PAYMENT. *Add the following:*

Material placed outside the neat line limits will not be calculated for payment under this Contract and that work outside the neat line limits will be subsidiary to this line item.

**SECTION 603
CULVERTS AND STORMDRAINS**

603-1.01 DESCRIPTION. *Add the following:*

Furnish and install 60-inch steel pipe casing by open cut methods as indicated on the drawings and specifications.

Furnish and install a watertight 48-inch PP to 36-inch reducer and 36-inch PP to 36-inch CMP dissimilar pipe coupler. The reducer and dissimilar pipe coupler must be removable without damaging the 48-inch PP pipe section grouted into the manhole.

603-2.01 DESCRIPTION. *Add the following to the end of the subsection:*

Polypropylene or PP pipe item refers to a dual wall pipe with a smooth interior and annular exterior corrugations. The pipe must meet or exceed a minimum pipe stiffness of 30 lbs/in/in at a 5% deflection and have an approved design service life of at least 75 years. See subsection 706-2.09 for additional requirements. Pipes must be installed following the manufacturer guidance or as shown on the plans and approved by the Contract Manager.

60-Inch bolt on removable grate refers to an inlet structure mounted to the lagoon 60-inch casing end with a collar or sleeve style attachment method. The interior diameter will be sized to accommodate the casing outer diameter and slide over the end of the casing at the new storm drain inlet. The structure shall be secured with removable bolts and must have a removable grate that blocks debris from entering the storm drain system from the lagoon without overly restricting the inflow of water.

Prior to fabrication, the shop drawing of the proposed inlet structure must be submitted to and approved by the contract manager. The pipe supplier is to verify that the pipe is sufficient for the design vehicle given the soil conditions that are provided in the Contract Documents, this verification is to be provided to the Contract Manager with the material submittal.

603-5.01 BASIS OF PAYMENT. *Add the following:*

The placement of PP 48-inch pipe within the 60-inch casing and materials for grouting the annular space 4 feet + 0.5 feet from the casing end will be subsidiary to item 603.0025.0060.

The reducer and dissimilar pipe coupler installation is subsidiary to item 602.0023.0048

PAY ITEM		
Item Number	Item Description	Unit
603.0023.0048	POLYPROPYLENE PIPE, 48 INCH	LF
603.0025.0060	STEEL PIPE CASING, 0.875 x 60 INCH	LF
603.0026.0060	INLET STRUCTURE, 60 INCH BOLT ON REMOVABLE GRATE	EACH

**SECTION 604
MANHOLES AND INLETS**

604-3.01 CONSTRUCTION REQUIREMENTS. *Add the following:*

The lid for the new structure E.2 may be salvaged and re-used from the existing E.2 structure. The contractor is to verify the condition and dimensions of the lid prior to ordering the new 96" E.2 Manhole.

The lid for the structure E.1 may be a normal traffic rated lid reading "SEWER" on the lid.

Payment for the lids are subsidiary to bid items 604.0001.0096.1 and 604.0001.0096.2.

**SECTION 611
RIPRAP**

611-2.01 MATERIALS. *Add the following after the first sentence:*

WAQTC FOP for AASHTO T 85 will determine apparent specific gravity.

611-4.01 METHOD OF MEASUREMENT. *Add the following:*

Volumes calculated for payment will be made in accordance with subsection 109-1.02.3.c (Neat Line). Material placed outside the neat line limits will not be calculated for payment under this Contract and that work outside the neat line limits will be subsidiary to this line item.

**SECTION 626
SANITARY SEWARD SYSTEM**

626-1.01 DESCRIPTION. *Add the following:*

Furnish and install a sleeve around the existing sanitary sewer line to provide support and protection to the line through the manhole penetration. The sleeve must be an HDPE pipe with a DR 11 minimum wall thickness or equal approved by the contract manager. Maintain at least a 1-inch radial clearance around the existing sanitary sewer line with spacers or centralizers to support the inner line.

626-3.01 CONSTRUCTION REQUIREMENTS. *Add the following to the end of the subsection:*

Manhole Penetration: Provide field-cored openings in manhole walls for installation of HDPE sleeve.

Connector: Seal sleeve to manhole using a mechanical resilient connector specifically manufactured for HDPE-to-concrete applications. Connector shall conform to ASTM C923 and accommodate pipe movement, creep, and differential settlement. Connection shall be watertight for infiltration and exfiltration under design groundwater conditions.

Installation: Sleeve shall not be rigidly embedded in concrete. Stainless steel expansion bands shall be tightened to manufacturer-recommended torque. Contractor shall submit connector shop drawings identifying sleeve OD and DR.

626-4.01 METHOD OF MEASUREMENT. *Add the following to the end of the subsection:*

Sleeve. See Section 109, measured along the invert of each sleeve section of the type and size specified.

626-5.01 BASIS OF PAYMENT. *Add the following:*

Manhole penetrations and watertight connectors are subsidiary.

PAY ITEM		
Item Number	Item Description	Unit
626.0003.0018	HDPE SANITARY SEWAR SLEEVE, 18 INCH	LF

**SECTION 641
EROSION, SEDIMENT, AND POLLUTION CONTROL (SWPPP)**

641-2.01 STORM WATER POLLUTION PREVENTION PLAN (SWPPP) REQUIREMENTS. *Add the following to subsection 3:*

x. Tidal and Marine Water Quality Protection. The Contractor shall implement erosion, sediment, and pollution control measures in accordance with Section 641 and the approved Storm Water Pollution Prevention Plan (SWPPP).

1. For work occurring in tidal or marine waters, the Contractor shall provide environmental protection measures necessary to prevent discharge of sediment, cementitious materials, debris, or pollutants into waters of the United States.
 - a. Environmental protection measures shall include, as applicable:
 - i. Turbidity curtains or containment booms
 - ii. Capture and proper disposal of grout-contaminated water
 - iii. sediment control at the shoreline and work area
 - iv. spill prevention and response materials
2. Environmental protection measures provided under this Section are intended solely to protect water quality and do not replace construction-related tidal isolation measures required under Section 202-3.03.
 - a. No separate payment will be made for SWPPP compliance unless specified elsewhere in the Contract.

**SECTION 643
TRAFFIC MAINTENANCE**

643-1.01 DESCRIPTION. *Add the following:*

Traffic impacts will generally affect three parties during the construction. Wherever possible label and separate the plans and submittals by the impacted party.

1. Depot Road: Develop a Traffic Control Plan for detouring light-duty traffic to Blackstone Road. Acquire necessary permits from the City of Whittier. If necessary, provide a single-lane shoo-fly on Depot Road for heavy commercial traffic access.
2. Railyard: Include travel routes and accommodations for yard users such as AML and ARRC, which have right-of-way during barge operations. All work must be executed safely and without interference to railroad operations.
3. Track Work: ARRC anticipates a maximum 96-hour track outage. Anticipated outage window: Friday 2200 to Tuesday 2200. ARRC will assist in securing work windows and flagging protection. ARRC will assist in securing work windows and flagging protection.

643-3.06 TRAFFIC PRICE ADJUSTMENT. *Delete and replace with the following:*

A Traffic Price Adjustment, under Item 643.0023.____, will be assessed for unauthorized lane closures, reductions, or any action that impedes rail traffic or delays Rail Barges.

1. ARRC: based on the delay time recorded on the train sheet(s) furnished by ARRC's Dispatcher's Office. Each train sheet shall be the official document by which the length of time a train is delayed is determined.

Authorized lane closures and/or lane reductions are those shown in the Contract, an approved TCP, or authorized in writing.

Train delays include any action or activity of the Contractor or its subcontractor(s) that impede rail barge, train, or other rail traffic.

Adjustment Rates are listed below:

1. ARRC: Table 643-4. These rates are liquidated damages which represent impacts to the railway operator and its customers. In addition to the aforementioned damages, the following may be applicable:
 - a. Damages will apply to the second crew if needed to relieve the original crew; and,
 - b. If a delay causes a barge carrier to miss a sailing, the liquidated damage computation of time shall cover the period between the vessel's scheduled sailing time its actual departure time, in addition to the length of time determined by the train sheet.

**TABLE 643-4
ARRC TRAIN DELAY ADJUSTMENT RATES**

Type	Dollars/Time	Minimum Charge
Passenger Train	\$50 / Minute	\$3,000
All Other Rail Traffic	\$50 / Minute	\$1,500
Rail Barges or other Connected Carrier Vessels	\$1,000 / Day	\$6,000

**SECTION 646
CPM SCHEDULING**

646-1.01 DESCRIPTION. *Add the following:*

Provide to the Contract Manager a legal copy of the software program to be utilized for the CPM Schedule item on the project when the native file cannot be opened in Microsoft Project (.mpp). The software program shall have the full capacity to analyze and modify the CPM Schedule.

646-2.01 SUBMITTAL OF SCHEDULE. *Replace the last sentence of the last paragraph with:*

The CPM schedule must be finalized and accepted before beginning construction work or within 15-days of the Notice to Proceed date.

646-3.01 REQUIREMENTS AND USE OF SCHEDULE. *Replace bulleted paragraph 2. With the following:*

2. Schedule Updates. The CPMS shall be updated every week during construction.

The Contractor has the right to change its plan for execution of the Contract during the course of construction. However, changes to the Contractor's plan potentially affect other parties. The Contractor shall notify the Owner as soon as practicable for any CPM schedule revisions.

Hold job site progress meetings during construction on a frequency satisfactory to the Contract Manager, but no less than every week, for the purpose of updating the CPM schedule. Review progress and verify finish dates of completed activities, remaining duration of uncompleted activities, and any proposed logic and/or time estimate revisions. Approved Change Orders, and the resultant changes in the CPM schedule to perform the Work, will be incorporated into each update.

Submit a revised CPM schedule, within five (5) working days after the site progress meeting, showing the finish dates of completed activities and updated times for the remaining work, including any addition, deletion, or revision of activities required by Contract modification.

Add the following section:

SECTION 682 UTILITY LOCATES

646-1.01 DESCRIPTION.

If required, perform potholing to expose subsurface utilities using approved equipment and laborers. Record the location and depth of the utility(s) and backfill the pothole.

682-3.01 CONSTRUCTION.

Demarcate utility locations on the ground and coordinate with the Utility owners to identify locations to perform potholing. Minimize excavations to the extent it is required to sufficiently identify location and depth of utilities within areas of planned excavation. The excavation shall be only as large as required to maintain safe working slopes. Log the as-built information, in accordance with subsection 682-3.02. Backfill the pothole immediately after the data is logged. Backfill the excavation with in-situ material and compact in lifts as required. Repairs and the associated costs associated with any damage to utilities by the potholing operation is responsibility of the contractor. Contact and coordinate repairs with the utility owner. See Specifications Section 651. For compaction of all subbase within an area 4 feet vertical and 2 feet horizontal measured from the center of a utility line (vertical and horizontal center), use compactive equipment that does not exceed 1,000 lbs, unless otherwise approved by the Contract Manager.

682-3.02 AS-BUILTS.

Create a utility pothole log, as-built, recording for each pothole: the date of potholing operation, utility type and size, station, offset, elevation, groundwater, and other pertinent data. Survey the utility location using the project horizontal and vertical control; comply with the requirements of Section 642. Submit the completed log to the Contract Manager within two working days following the completion of the pothole excavation.

682-5.01 BASIS OF PAYMENT.

If required, all work associated with Item 682.2006.0000 Utility Pothole shall be subsidiary to subsections 603.0023.0048, 603.0025.0060 and 603.0026.0060603, including all work required to excavate and expose the utility(s), backfill the hole with suitable material, and dispose of unsuitable material. No additional payment will be made for the removal of pavement directly associated with potholing. Travel time to and

from the project, idle time, maintenance and repairs directly associated with potholing (labor, material and time) are incidental to the Utility Pothole Item.

**SECTION 706
CONCRETE AND PLASTIC PIPE**

706-2.09 POLYPROPYLENE PIPE. *Replace the entire subsection with the following:*

Storm	AASHTO M330, Type S or Type D, or ASTM F2881
Culvert	AASHTO M330, Type S or Type D, or ASTM F2881
Sanitary	ASTM F2764
Joints	AASHTO M330, Type S or Type D, or ASTM F2881
Gaskets	ASTM F477
Fittings	AASHTO M330, Type S or Type D, or ASTM F2881
Material Properties	AASHTO M330, Section 6.1 and ASTM F2881, Section 5.

**SECTION 802
RAILROAD TRACK CONSTRUCCION**

802-3.09 TRACK TAMPING, SURFACING AND FINAL DRESSING. *Add the following:*

The estimated track length required for this bid item is 720 Track Feet.

END OF SPECIAL PROVISIONS

SECTION H COST SCHEDULE

PART 1 A Bidder's Failure to provide the information requested in this Appendix may be cause for rejection of the bid on the basis on non-responsiveness. Cost shall be bid in accordance with all specifications and any Technical Specifications incorporated herein.

AWARD CRITERIA: A contract award resulting from this solicitation may be made to the low, responsive, responsible bidder who meets the requirements as set forth in the Plans and specifications and compliance thereof, ARRC also reserves the right to determine and select whichever method deemed by the Contract Administrator to be in the best interest of the ARRC. The successful bidder shall hold unit prices of all methods firm for a period of thirty (30) days from the date of bid opening. Award is contingent on the availability of ARRC funds.

SCHEDULE OF VALUES					
Item No.	Item Description	Unit	Quantity	Unit Bid Price	Amount Bid
202.0006.0000	REMOVAL OF MANHOLE	EACH	2		
202.0014.0000	REMOVAL OF PAVEMENT	LUMP SUM	ALL REQUIRED		
202.0018.0000	REMOVAL OF CULVERT PIPE	LUMP SUM	ALL REQUIRED		
203.0005.000A	BORROW, SELECTED MATERIAL, TYPE A	CUBIC YARD	430		
203.0005.000C	BORROW, SELECTED MATERIAL, TYPE C	CUBIC YARD	1,400		
204.0001.0000	STRUCTURE EXCAVATION	CUBIC YARD	2,200		
205.0004.000B	POROUS BACKFILL MATERIAL, GRADATION B	CUBIC YARD	260		
301.0001.00D1	AGGREGATE BASE COURSE, GRADING D-1	TON	200		
301.0006.00C1	RAILROAD SUB-BALLAST, GRADING C-1 (BASE COURSE)	CUBIC YARD	50		
401.0001.002A	HMA, TYPE II; CLASS A	TON	100		
603.0023.0048	POLYPROPYLENE PIPE, 48 INCH	LINEAR FOOT	189		
603.0025.0060	STEEL PIPE CASING, 0.875 x 60 INCH	LINEAR FOOT	73		
603.0026.0060	INLET STRUCTURE, 60 INCH BOLT ON REMOVABLE GRATE	EACH	1		
604.0001.0096.1	STORM SEWER MANHOLE, E.1	EACH	1		
604.0001.0096.2	STORM SEWER MANHOLE, E.2	EACH	1		
611.0001.0002	RIPRAP, CLASS II	CUBIC YARD	80		

618.0004.0000	SEEDING	SQUARE YARD	120		
626.0003.0018	HDPE SANITARY SEWER SLEEVE, 18 INCH	LINEAR FOOT	15		
630.0001.0003	GEOTEXTILE, SEPARATION, CLASS 3	SQUARE YARD	330		
631.0002.0001	GEOTEXTILE, EROSION CONTROL - CLASS 1	SQUARE YARD	110		
640.0001.0000	MOBILIZATION AND DEMOBILIZATION	LUMP SUM	ALL REQUIRED		
641.0001.0000	EROSION, SEDIMENT AND POLLUTION CONTROL ADMINISTRATION	LUMP SUM	ALL REQUIRED		
641.0003.0000	TEMPORARY EROSION, SEDIMENT AND POLLUTION CONTROL	LUMP SUM	ALL REQUIRED		
642.0001.0000	CONSTRUCTION SURVEYING	LUMP SUM	ALL REQUIRED		
643.0002.0000	TRAFFIC MAINTENANCE	LUMP SUM	ALL REQUIRED		
646.0001.0000	CPM SCHEDULING	LUMP SUM	ALL REQUIRED		
802.0003.0000	TRACK WORK, 115# RE RAIL	LUMP SUM	ALL REQUIRED		
802.0006.0000	TRACK TAMPING, SURFACING, AND FINAL DRESSING	LUMP SUM	ALL REQUIRED		
803.0002.0000	TRACK REMOVAL	LUMP SUM	ALL REQUIRED		
Total Bid:					

Notes:

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

BIDDERS NAME AND ADDRESS

COMPANY NAME

SIGNATURE BY AND FOR THE BIDDER

COMPANY MAILING ADDRESS

PRINTED NAME OF ABOVE BIDDER

CITY, STATE ZIP CODE

DATE OF BID

CONTACT PHONE NUMBER

CONTACT E-MAIL

Whittier Storm Drain P1 Anticipated Submittal Register

Required submittals for this project include, but are not limited to, the table below.

Specification / Sheet No	Submittal Description
all relevant work items	Quality Control Plan
SSC 103-1.02	Proposed Subcontractor List
SSC 103-1.02	Sub-Contractor Scopes of work (proposals)
SSC 103-1.05?	Builders Risk
SSC 103-1.06	Certificate of Insurance
SSC 105-1.05	24 Hour Contact Information
SSC 106-1.05	Other Material Certifications
SSC 107 / SOW	Flagging Request
SSC 107-1.08	Outage Plan
SSC 107-1.15	Safety Plan / RWP Training
SSC 109-1.06.2	Schedule of Values
SSC 202-3.03 / SSC 801-1.07	Track Outage Work Plan(s) / Logs / Reports
SSC 203-3.04 / 204	Compaction Results and Material Certs & QC
SSC 204	Production Planning
SSC 207	Ballast Material Certs
SSC 401	HMA JMD and QC
SSC 501-2.02	DS Concrete Mix Design
SSC 501-2.02	Concrete Mix Designs
SSC 501-3	Concrete Plant Certifications
SSC 501-3.01	Precast Concrete QA Plan
SSC 501-3.03	Concrete Batch Tickets
SSC 501-3.13 / SSC 604-2.01	Shop Drawings for Precast Concrete Members
SSC 603	Material Certs and Shop Drawings for Pipes, Couplers, Reducers and Grate
SSC 604	Manhole Shop Drawings
SSC 512-3.01	Temporary site access plan
SSC 611-2.01	Riprap, Class 2 Material Cert
SSC 626-2.01	HDPE Material Certs and Connection Drawings
SSC 640-1.01	As-Built Drawings
SSC 641 / 107-1.02	SWPPP / Permits
SSC 642	Survey Support & Reports
SSC 643	COW LCP / TCP
SSC 646	Schedule
SSC 646	Contractor anticipated submittal list
SSC 703-2.03	D-1 material Certificates
SSC 703-2.07	Selected Material Certs – A & C
SSC 703-2.09	Subbase Material Cert
SSC 703-2.10	Porous Backfill Certs

SSC 706-2.09	PP pipe compliance certifications
SSC 724-2.02 / SSC 618	Seeding Mix
SSC 729-2.01 / SSC 630_631	Geotextile Material Cert
SSC 802-3.06	Track Work Plans