



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

May 7, 2026

## **Invitation to Bid**

**#26-18-214518**

### **ARRC SEWARD FREIGHT DOCK EXPANSION**

#### **Cover Sheet**

**Response Required:** This page must be completed and returned to ensure receipt of future addenda or additional information. Please email this form to [wallaces@akrr.com](mailto: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.akrr.com](http://www.akrr.com), select Suppliers and then Solicitations. Bidders must acknowledge the receipt of all addendums issued in their proposal/bid submittal.**

Company Name \_\_\_\_\_

Mailing Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Contact Name \_\_\_\_\_

Phone Number \_\_\_\_\_

Email Address \_\_\_\_\_

The Alaska Railroad Corporation web site [www.alaskarailroad.com](http://www.alaskarailroad.com)



## **ARRC SEWARD FREIGHT DOCK EXPANSION**

**INVITATION TO BID  
26-18-214518**

**MAY 7, 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](mailto:WallaceS@akrr.com)  
Phone: 907-265-2425

**THIS IS NOT AN ORDER**

**INVITATION NUMBER: 26-18-214518**

**DATE OF INVITATION: May 7, 2026**

**SEALED BIDS WILL BE RECEIVED AT:**

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

**UNTIL 3:00 P.M. LOCAL TIME ON DAY THURSDAY JUNE 4, 2026, AT WHICH TIME BIDS  
WILL BE PUBLICLY OPENED.**

### **ARRC SEWARD FREIGHT DOCK EXPANSION**

The Alaska Railroad Corporation (“ARRC”) is soliciting bids from interested Marine Construction Services contractors for a project to lengthen the existing freight dock structure in Seward, Alaska. Construction is scheduled to begin in late 2026. Bids must be submitted on the bid form contained herein and must be mailed or delivered to the above address. Bids received via E-mail will be considered non-responsive. The bid shall be in a sealed envelope with the bid number 26-18-214518 clearly printed on the face of the envelope. Bids must be complete and in U.S. dollars. See instructions and conditions enclosed herein.

#### **Pre-Bid Conference and Site Visit:**

A pre-bid conference will be held on Tuesday **May 19, 2026, at 3:00 PM** AK time via Microsoft TEAMS. **This conference is mandatory for all prime bidders.** Microsoft Teams meeting Join: <https://teams.microsoft.com/meet/283010850492831?p=9AP6m6xvjIAkODyQAh>

Meeting ID:

283 010 850 492 831

Passcode:

Gw7Zn3YP

Owner Supplied Steel Sheet Piling for the project is currently located in the ARRC Birchwood Yard, approximate address 20750 Birchwood Spur Rd, Chugiak, Alaska. An Additive Alternate for transport of the material to Seward is included in the Bid Items. A non-mandatory site visit will be held on Thursday **May 21, 2026, at 9:00 AM**, to view this.. Those wishing to attend shall be required to dress appropriately for weather, and to provide hard hats, safety glasses, and work boots. Interested parties must pre-register by **May 20, 2026, 3:00pm** with [wallaces@akrr.com](mailto:wallaces@akrr.com) to register.

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A Project Site visit will be held on Thursday **May 21, 2026, at 3:00 PM** AK time approximate address 1001 Port Ave, Seward Alaska, **this visit is non-mandatory**. The meeting location will be in the Seward Passenger Terminal Building. Those wishing to attend shall be required to dress

appropriately for weather, and to provide hard hats, safety glasses, and work boots. Those wishing to observe the area from the dock deck face shall be required to wear a personal flotation device. Interested parties must pre-register by **May 20, 2026, 3:00pm** with [wallaces@akrr.com](mailto:wallaces@akrr.com) to register.

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

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

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

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

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.

Any resulting contract from this solicitation shall incorporate the Standard Instructions, and General Terms and Conditions incorporated in this solicitation, and Federal Terms and Conditions. Work associated with this contract may be funded in part by funds from, MARAD and the Alaska Railroad, Corp (ARRC) It is the sole responsibility of the Contractor to determine which designated provisions are applicable to this project. REQUIRED CONTRACT PROVISIONS FOR FEDERAL-AID CONTRACTS MORE THAN \$100,000.00 can be found within this solicitation or by following this link: [https://www.alaskarailroad.com/sites/default/files/procurement/Federal-Aid\\_Contracts\\_Terms\\_Conditions\\_3-21-23\\_v3-revises\\_version\\_4-20-21.pdf](https://www.alaskarailroad.com/sites/default/files/procurement/Federal-Aid_Contracts_Terms_Conditions_3-21-23_v3-revises_version_4-20-21.pdf)

This solicitation is not to be construed as a commitment of any kind, nor does it commit 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. ARRC may award a contract resulting from this solicitation to the low-responsive offeror whose offer conforming to this solicitation will be the most advantageous to the ARRC. ARRC reserves the right to reject any and all bids, or any part thereof, negotiate

changes in bids, accept any bids or any part thereof, waive minor informalities or defects in any bids, and not to award the proposed contract if it is in the best interest of the ARRC. Any resulting contract from this solicitation shall incorporate the Standard Instructions and General Terms and Conditions incorporated in this solicitation.

**ARRC Disadvantaged Business Enterprise (DBE) Program:** ARRC is an equal opportunity corporation that encourages the participation of DBEs as prime contractors and subcontractors on its contracts funded in whole or in part by agencies within the U.S. Department of Transportation (USDOT), including the Federal Transit Administration (FTA), the Federal Railroad Administration (FRA), and the Federal Highway Administration (FHWA). ARRC has a race-neutral DBE Program and does not set DBE goals on individual solicitations. Nonetheless, ARRC aspires to achieve an overall DBE participation of 4.0% in federal fiscal years 2025-2027 on USDOT-funded contracts. If this contract is funded as a whole or in part by funds from the USDOT, it is imperative that you consult the Federal Terms and Conditions portion of this solicitation.

Green Star recognizes organizations that demonstrate an ongoing commitment to reducing waste, preventing pollution, and conserving energy. The railroad has repeatedly recertified the Green Star Award and earned an additional Green Star Air Quality Award in 2007. In 2011, Green Star Inc. presented the Alaska Railroad with its premier new "Super Nova Award" recognizing a higher level of leadership and commitment to doing business in an environmentally responsible manner. ARRC continues to pursue programs and initiatives that promote environmental stewardship.

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](mailto:Wallaces@akrr.com).

**Sarah Wallace**

*Contract Administration Specialist*

[wallaces@akrr.com](mailto:wallaces@akrr.com)

907.265.2425 *office*

907.744.0031 *mobile*

physical: 327 W. Ship Creek Ave, Anchorage, AK 99501



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**SECTION I – COST SCHEDULE**

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**ATTACHMENTS:**

1. Plan set: Seward Freight Dock Expansion Drawings, 4/27/2026  
Due to the size of the files, you may obtain the attachments from the following Dropbox Link: <https://www.dropbox.com/scl/fi/foq09edwptxez0y6gi29a/4.27.26-IFB-ARRC-SEWARD-MARINE-TERMINAL-EXPANSION.pdf?rlkey=bx3lbwv9exkcotx93aqdxywir&st=6361j06a&dl=0>
2. State Wage Rates Pamphlet 600 Issue 52, Effective April 1, 2026
3. Incidental Harassment Authorization - NOAA
4. Letter RE Authorization MMPA – USFW
5. Permit POA-2024-000197

## **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
2. Bid Bond - [Form 395-0120]
3. Cost Schedule - Section I
4. Contractors Responsibility Questionnaire - [Form 395-0136]
5. Federal Certifications: Section J:  
[# 25](#). Certification Regarding Use of Contract Funds for Lobbying  
#34. Build America Buy America

**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
5. State of Alaska Department of Labor - Notice of Work
6. Contractor's Business License and Contractors License

### **POST AWARD DOCUMENTATION**

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

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

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

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

**Examination 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 assure good faith performance. Such information shall include the Bidder's prior experience in performing comparable Work, the availability of necessary financing, equipment, facilities, expertise and personnel to perform the Work and whether he or she has ever been terminated or defaulted on construction work.

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

**Submission of Bids:** Bids must be sealed, marked, and addressed as directed in the Invitation to Bid and must be delivered to the office designated in the Invitation to Bid prior to the exact time set for opening bids. Late bids will not be considered.

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

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

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

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

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

**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/](http://www.access.gpo.gov/davisbacon/)) or from the DOLWD ([www.labor.state.ak.us/lss/home.htm](http://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](mailto: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.



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

**CERTIFIED PAYROLL**

State of Alaska Certified Payroll Form.

Contractor Name		Contractor License No.		Week Ending		Payroll No.		Contracting Agency Project #		Dept. Labor Project #		Project Name and Location		Contract Amount		Date Work Started		Est. Completion Date											
Alaska Strong Steel, Inc		28888		18-Dec-04		1		3904		04/12-15/00		Gold Creek Bridge Repair		\$50,000.00		12-Dec-04		October-05											
907-555-1212		Name, SSN, Permanent Domicile Address (NO P.O. BOX or RURAL ROUTES ACCEPTED) and Mailing Address (if different) for each employee		Specific Work Class Code including certificate #s for Electricians, Plumbers, Painters, Powderman, Asbestos Workers. Truck drivers include truck license number		Union Membership? (put N/A if NONE)		Date of the Month		Total Hours Worked		Hourly Rate Paid		Gross Amount Earned		DEDUCTIONS		Total Deductions		Net Amount Paid		Check No. Issued							
Joe H. Worker, SSN: 555-55-5555 316 Timber Lake Road Anchorage, AK 99515		S0301		N/A		OT		S M T W T H F S		1.50		42.15		63.23		FICA		106.29		259.21		365.50		1024.06		#678 11/04/04			
		Carpenter				ST				8.00		8.00		8.00		8.00		8.00		8.00		8.00							
		Truck License #				FB				8.50		9.00		8.00		8.00		8.00		8.00		8.00							
		Classification Code:				OT																							
		Classification:				ST																							
		Certificate #				FB																							
		Truck License #				OT																							
		Classification Code:				ST																							
		Classification:				FB																							
		Certificate #				OT																							
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		Classification Code:				ST																							
		Classification:				FB																							
		Certificate #				OT																							
		Truck License #				ST																							
		Classification Code:				FB																							

"Confidential"

# State of Alaska Certified Payroll Form, page 2

## STATEMENT OF COMPLIANCE

**CERTIFIED PAYROLL FORM 07-6058**

Contractors & Subcontractors Please Note!!!

**SSN MUST be listed for each employee on payroll**

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

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

Region I, North of N63°  Labor Standards & Safety Div, DOLWD 675 7th Ave., Station J-1 Fairbanks, AK 99701-4593 (907) 451-2886 Fax: (907) 451-2885	Region II, South of N63°  Labor Standards & Safety Div, DOLWD 3301 Eagle Street, Suite 301 Anchorage, AK 99503-4149 (907) 269-4900 Fax: (907) 269-4915	Region IIA, Southeast Alaska, (From Yakutat south)  Labor Standards & Safety, DOLWD P. O. Box 21149 1111 W. 8th Street, Rm 302 Juneau, AK 99801 (907) 465-4842 Fax: (907) 465-3584
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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

The Alaska Railroad, Corp. (ARRC) is requesting Marine Construction services for the Seward Freight Dock Extension Project. The Seward Freight Dock Extension project lengthens the existing freight dock structure. This project is only Phase One (1) of the Seward Freight Dock Expansion Program. This solicitation does not include Phase Two (2) and Three (3) of the Seward Freight Dock Expansion in the scope of work. The existing dock is composed of an Open-Cell Sheet Pile™ bulkhead on the west, with rock protected fill slopes to the east and south. The surface is unpaved and includes two active railroad tracks. A shallow armor rock protected groin extends from the southeast corner of the dock. The Project lengthens the existing dock from 620 feet to 1,000 feet deeper into water. It includes construction of a new mooring dolphin, a catwalk 100 feet beyond the deck area, and salvaged and new slope protection.

The US Army Corp of Engineers has issued a permit to Construct this project. Contractor shall adhere to the provisions of Permit POA-2024-000197 (provided as an attachment).

### **BID ITEMS:**

#### **Item No. 1: Item No. 1 – Mobilization and Demobilization**

Perform work and operations necessary to move personnel, equipment, supplies and incidentals to the project site; establish facilities, except those provided by the Owner's representative, and pay costs incurred, before beginning construction; complete similar demobilization activities; and furnish required submittals such as as-builts, certificates, payrolls, etc. as necessary. Contractor shall comply with the Alaska Department of Labor and Workforce Development requirements.

Method of Measurement: Lump Sum (LS).

#### **Item No. 2 – Salvage Armor Rock (Existing Dock South Slope)**

Remove, salvage, stockpile existing Amor Rock from the slope on the south side of the Dock per limits shown on plans for reuse. Salvaged Rock that exceeds the quantity to be reused will be stockpiled at a location on site as directed by the ARRC. The work shall consist of planning, performing, and providing labor, equipment, incidentals, survey monitoring, and other work associated with the salvage of the Armor Rock. All items required for complete salvage of this item will be considered incidental and shall be included in the cost of this item.

Method of Measurement: Cubic Yards (CY)

#### **Item No. 3 – Salvage Armor Rock (Groin West Slope)**

Demolish the existing Navigation Aid. Remove, salvage, stockpile existing Amor Rock from the slope on the west side of the Groin per limits shown on plans for reuse. Salvaged Rock that exceeds the quantity to be reused will be stockpiled at a location on site as directed by the ARRC. The work shall consist of planning, performing, and providing labor, equipment, incidentals, survey monitoring, and other work associated with the salvage of the Armor Rock. All items required for complete salvaged of this item will be considered incidental and shall be included in the cost of this item.

Method of Measurement: Cubic Yards (CY)

#### **Item No. 4 - Install South Slope Armor Rock**

Install salvaged or new Armor Rock and new Filter Rock per limits shown in the plans and as required by the specifications. The work shall consist of planning, performing, and providing labor, equipment, incidentals, survey monitoring, and other work associated with the installation of the Armor Rock. All items required for complete installation of this item will be considered incidental and shall be included in the cost of this item.

Method of Measurement: Lump Sum (LS).

#### **Item No. 5 - Install East Slope Riprap**

Install Owner Supplied or new Riprap Type A, or substituted Armor Rock and new Filter Rock per limits shown in the plans and as required by the specifications. The work shall consist of planning, performing, and providing labor, equipment, incidentals, survey monitoring, and other work associated with the installation of the Armor Rock. All items required for complete installation of this item will be considered incidental and shall be included in the cost of this item.

Method of Measurement: Lump Sum (LS).

#### **Item No. 6 – Sheet Pile Dock Extension**

Demolish the existing onshore bollard, end wall pipe rail, and cut-off end wall sheet piles. Construction of the extension of the sheet pile bulkhead, the associated backfill, and upland. Furnish additional structural steel needed in addition Owner Supplied Sheet Piles. Transport, install and provide required compaction and/or vibrocompaction of Owner Supplied and new fill material. The work shall consist of planning, performing, and providing all new materials beyond the Owner Supplied materials, labor, equipment, incidentals, survey monitoring, and other work associated with the installation of the OPEN CELL SHEET PILE™ bulkhead. The work shall include necessary hardware, bracing, templates, pipe rail, accessories, shop or field fabrication, plates, or other items required for complete assembly of the sheet pile cells. All items required for complete installation of this item will be considered incidental and shall be included in the cost of this item.

Available Owner Supplied material includes: Bulk Fill from Port stockpile; RCA from Port stockpile; and Lowell Creek bulk fill. Additional fill material, including surface course, shall be furnished as required by the Contractor.

Method of Measurement: Lump Sum (LS).

#### **Item No. 7 – Install Fender Systems**

Provide the New Pin Piles. Install the Owner Supplied Fender System and Pin Piles with the energy absorber Units. Includes Transport of Owner Supplied Fender System material from storage location in the Port of Seward

Method of Measurement: Each (EA)

#### **Item No. 8 – Mooring Dolphin**

Provide New Piles, Contingency Piles, Pipe Strut, and miscellaneous materials, hardware, etc. Salvage and reinstall existing Mooring Dolphin including Spin Fin™ Piling (24" dia.x0.5"t), Caps, and Ladder. The work shall consist of planning, performing, and providing all necessary new materials, cathodic protection,

bracing, templates, accessories, field fabrication, coatings, attachment assemblies, pile tips, driving shoes, and all labor, equipment, incidentals and other work associated with the installation of all these items.

Method of Measurement: Lump Sum (LS).

### **Item No. 9 – Catwalk (100')**

Demolish existing catwalk. Furnish and install new catwalk as shown on plans. The work shall consist of planning, performing, and providing all necessary new materials, concrete slabs, field fabrication, coatings, attachment assemblies, fasteners, and all labor, equipment, incidentals and other work associated with the installation of all these items.

Method of Measurement: Each (EA).

### **Item No. 10 – Face Beam**

Furnish and Install Steel Face Beam, Filler Plate, Face Beam Bollards, Fixed and Removable Bullrail, Safety Ladders, Signs, etc. The work shall consist of planning, performing, and providing all materials, coatings, along the face and end of the OPEN CELL SHEET PILE™ Dock and all labor, equipment, incidentals and other work associated with the installation of all these items.

Method of Measurement: Linear Foot (LF)

### **Item No. 11 – Onshore Bollard**

Furnish and Install New Onshore Bollard and Bollard Pile (30"x1.0"). The work shall consist of planning, performing, and providing all materials, coatings, labor, equipment, incidentals, and other work associated with the installation of the onshore bollard. All items required for completed installation of these items will be considered incidental and shall be included in the cost of this work.

Method of Measurement: Each (EA).

### **Item No. 12 – High Mast Lights and Foundations**

Furnish and Install High Mast Lights, poles, Foundation Piles with fill, Bollards, and life ring and fire extinguisher cabinets. The work shall consist of planning, performing, and providing all materials, labor, equipment, incidentals, coatings, and other work associated with the installation of all high mast lights shall be considered incidentals for this item.

Method of Measurement: Each (EA).

### **Item No. 13 - Drainage**

Furnish and Install Storm Drainpipe, Storm Water Catch basins, Oil Water Separator Stormceptor, and TideFlex. The work shall consist of planning, performing, and providing all materials, labor, equipment, incidentals, and other work associated with the installation of the drainage system. All items required for completed installation of these items will be considered incidental and shall be included in the cost of this work.

Method of Measurement: Lump Sum (LS).

**Item No. 14 - Water**

Furnish and Install Water Main, Water Extension, Insulation, and Hydrants. Includes demolition and salvage of existing water system. The work shall consist of planning, performing, and providing all materials, labor, equipment, incidentals, and other work associated with the installation of the water system. All items required for completed installation of these items will be considered incidental and shall be included in the cost of this work.

Method of Measurement: Lump Sum (LS).

**Item No. 15 – Power**

Demolish existing electrical components as detailed on the Plans. Furnish and Install Power extension. The work shall consist of planning, performing, and providing all materials, labor, equipment, incidentals, and other work associated with the installation of the uplands power and associated conduits. All items required for completed installation of these items will be considered incidental and shall be included in the cost of this work.

Method of Measurement: Lump Sum (LS).

**Item No. 16– Protected Species Observers**

Includes efforts for compliance with required in the permits related to observation, coordination and reporting for Protected Species Observers.

Method of Measurement: Lump Sum (LS).

**ADDITIVE ALTERNATE BID ITEMS**

**Item No. A1 – Cathodic Protection**

Furnish and install OCSP™ Dock anodes as shown on plans. The work shall consist of planning, performing, and providing all materials, labor, equipment, incidentals, survey monitoring, and other work associated with the installation of the OCSP™ Dock Cathodic Protection. Work shall include necessary channels, anodes, attachments, hardware or other items required for complete installation of Cathodic Protection. All items required for complete installation of this item will be considered incidental and shall be included in the cost of this item.

Method of Measurement: Each (EA)

**Item No. A2 – Scour Protection**

Excavate/Dredge, Furnish and Install Riprap Type B, and Furnish and Install Porous Fill in front of the existing OCSP™ freight dock bulkhead face per limits shown on plans.

Method of Measurement: Lump Sum (LS).

### **Item No. A3 – Transport Owner Supplied Sheet Piling**

Transport approximately 1275 Tons of Sheet Pile from ARRC Birchwood Yard in Chugiak to Project site in Seward.

Method of Measurement: Lump Sum (LS).

### **Item No. A4 – Owner Requested Delay - Marine Construction Stand-by**

ARRC may require the Contractor to clear in water work areas for commercial vessel operations. This requirement, notification and durations are included in the Contract documents. In the event the owner requests that the contractor relocated work or equipment in excess of 24 hours, and this results in a delay of construction activities, the contractor may be compensated at an hourly rate. The rates shall include equipment, staff time, and any impacts to project. Back-up for this item shall be provided prior to execution of Contract. Substantial and Final completion will be extended an equal amount of time for Owner Requested Delays.

Method of Measurement: Hours (Hour)

### **Item No. A5 – Protected Species Delay over 24 hours – Marine Construction Standby-by**

The Construction Permit includes requirements for observed protected species. Depending on the Contractor activity, species, and distance from the construction work being performed, a stoppage of in-water activity may be required. If an activity is halted due to the presence of a designated wildlife species, the time of work stoppage and when work is resumed shall be recorded. The Contractor shall include allowance for time and cost incurred in their bid for work stoppages of up to 24 hours. In the event the stoppage lasts longer than 24 hours, and this results in a delay of construction activities, the contractor may be compensated at a daily rate. The daily rates shall include equipment, staff time, and any impacts to project. Back-up for this item shall be provided prior to execution of Contract. Substantial and Final completion will be extended an equal number of days for Protected Species Delays.

Method of Measurement: Day (Day)

**SECTION D  
ARRC STANDARD SPECIFICATION FOR CONSTRUCTION  
MARCH 2025 (ORANGE BOOK)**

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

## SECTION E SUPPLEMENTAL CONDITIONS

### Supplemental Conditions

#### **SC - 01 ADDITIONAL INSURANCE REQUIREMENT**

**Marine General Liability Insurance:** Covering claims for bodily injury, property damage, including Marine Contractual Liability, Sudden and Accidental Pollution, and if applicable Tankerman's Liability, Marine Terminal Operators Liability, and Charter's Liability, with a \$5,000,000 limit per occurrence and \$10,000,000 limit in the aggregate. A maximum deductible or self-insured retention of \$25,000 per occurrence shall be allowed.

#### **OWNER SUPPLIED MATERIALS:**

The following materials will be made available to the Contractor for use on the project at no cost to the Contractor. The Contractor shall make provisions for transport of the materials from their current location as needed. Contractor shall be responsible for reporting the quantity of material incorporated into construction at the time it is removed from its exiting location.

#### **Item No. OS01          Bulk Fill - Coal Yard**

Bulk fill may be used at locations noted in the Contract documents. The Bulk Fill has been determined to meet Selected Material Type A & B properties. No additional testing for use of Bulk Fill as Selected Material Type A & B will be required prior to placement. Additional testing and/or screening will be required to use Bulk Fill as D-1 or E-1 Fill.

The bulk fill quantity is based on a loose placed, uncompacted fill stockpile. The Contractor is responsible for determining the reduction of volume that will occur as the loose bulk fill is placed and compacted at the dock and upland expansions. The quantity reflects a minimum amount which will be available for use. The actual quantity available may be greater and may be used without cost to the Contractor. The total quantity of material used shall be measured and tracked in a method agreed upon by the Owner's Representative.

Coordinate with the Seward Port Manager for access and transport: Dwayne Atwood  
[AtwoodD@akrr.com](mailto:AtwoodD@akrr.com) 907-265-2696 office | 907-362-6038 mobile.

Location: Port of Seward, north of Port Avenue in the former Coal Yard

Method of Measurement: Cubic Yards (CY).

#### **Item No. OS02          Bulk Fill - Lowell Point Waterfall**

The material is generated seasonally as water flows through the Lowell Creek Tunnel. The quantity is the anticipated amount which will be available over the one-year construction duration. Coordinate with the City of Seward Director of Public Works for access and transport: Doug Schoessler <[doug@cityofseward.net](mailto:doug@cityofseward.net)>. Additional testing for use of Bulk Fill from Lowell Point Waterfall will be required prior to placement to ensure it meets the specification requirements.

The bulk fill quantity is based on a loose placed, uncompacted fill stockpile. The Contractor is responsible for determining the reduction of volume that will occur as the loose bulk fill is placed and compacted at the dock and upland expansions. The quantity reflects a minimum amount which will be available for use. The actual quantity available may be greater and may be used without cost to the

Contractor. The total quantity of material used shall be measured and tracked in a method agreed upon by the Owner's Representative

Location: Lowell Creek Road, south of Seward downtown area.

Method of Measurement: Cubic Yards (CY).

**Item No. OS03 Recycled Concrete Aggregate**

ARRC supplied Recycled Concrete Aggregate will be acceptable a to be graded as 6" minus for use at areas specified in the Construction plans and specification.

The RCA quantity is based a loose placed, uncompacted fill stockpile. The Contractor is responsible for determining the reduction of volume that will occur as the loose bulk fill is placed and compacted at the dock and upland expansions. The quantity reflects a minimum amount which will be available for use. The actual quantity available may be greater and may be used without cost to the Contractor. The total quantity of material used shall be measured and tracked in a method agreed upon by the Owner's Representative

Location: Port of Seward, east and adjacent to the Bulk fill – Coal yard

Method of Measurement: Cubic Yards (CY).

**Item No. OS04 Riprap**

ARRC supplied Rip Rap will be acceptable a to be graded Class 4/5 for use at areas specified in the Construction plans. Owner supplied riprap maybe substituted for Riprap Type A. The riprap quantity is based a loose placed riprap stockpile. The Contractor is responsible for determining the reduction of volume that will occur as the loose riprap is placed and keyed in at the erosion protection slopes. The quantity reflects a minimum amount which will be available for use. The actual quantity available may be greater and may be used without cost to the Contractor. The total quantity of material used shall be measured and tracked in a method agreed upon by the Owner's Representative.

Location: Port of Seward, northeast corner of the Freight Terminal

Method of Measurement: Cubic Yards (CY).

**Item No. OS05-OS08 Sheet Piling**

ARRC supplied Sheet piling are stockpiled for use per sheet of lengths indicated in the Owner Supplied Materials Summary Table. The sheet pile are galvanized PS 31 sheets and have been inspected and determined to meet project specifications. No additional testing is required.

Location: Port of Seward

Method of Measurement: Each (EA) sheet

**Item No. OS09      Fender Systems**

ARRC supplied Fender Systems (6), as show as “by others” in the plans, will be available for installation.

Location: Port of Seward

Method of Measurement: Each (EA)

**OWNER SUPPLIED MATERIALS SUMMARY TABLE:**

<b>Item No.</b>	<b>Item Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Comment</b>
OS01	Bulk Fill - Coal Yard	CY	85,000	
OS02	Bulk Fill - Lowell Point Waterfall	CY/YR	8,000	Off-site
OS03	Recycled Concrete Aggregate	CY	10,000	
OS04	Riprap	CY	2000	
OS05	Sheet Piling PS31 60 Ft	EA	31	
OS06	Sheet Piling PS31 65 Ft	EA	248	
OS07	Sheet Piling PS31 70 Ft	EA	140	
OS08	Sheet Piling PS31 75 Ft	EA	297	
OS09	Fender Systems	EA	6	

## SECTION F SPECIAL CONDITIONS

**Site Conditions:** The Port of Seward (ARRC Seward Reserve) has port, maritime, and rail operations all year. The project is located in an operating Port and Marine Terminal. Contractor activities shall be performed to allow continued use of the facilities with minimal impact to port operations. It is recommended that the Contractor become familiar with the site conditions and review the existing site operations prior to bidding the work, so as to make their own assessment of what means and methods will be necessary to complete the work.

**Seward Mobilization:** The Contract Staging Area on the freight Dock will be available by **October 15, 2026**. Some additional uplands area may be available in advance of this date. This will be dependent on Port operations. The Contractor may request early access or staging area from the Port Manager prior to contract access date.

**In-Water Construction:** The In-Water work shall comply with the requirements of the permits included in this solicitation. The mitigation requirements for this project is By Others and not included in this solicitation. This mitigation work is scheduled to be completed by November 26, 2026. In-Water demolition or construction may not begin until this mitigation work is complete. If mitigation is completed prior to this date, in-water work may begin sooner subject to the requirements of the permits including the Incidental Harassment Authorization.

**Port Uplands Traffic:** The Port of Seward has vehicle and rail operations year-round including cruise ship operational traffic, Cargo transportation, tenant businesses, and lease holder movements. Contractor shall prepare a traffic plan in coordination with ARRC to ensure activities, including material hauling and road construction, have minimal impacts to site traffic.

**ARRC Coordination:** The Contractor shall coordinate with both the Construction Manager and The Seward Port Manager of Marine Operations or designee for:

- daily operations,
- access to the physical project site,
- the delineation of the Contractor equipment staging area(s),
- vessel coordination.

**Daily Reports:** The Contractor shall furnish and submit on a daily basis, unless otherwise approved by the Owner, a daily progress activity report for each day of Work; beginning on the first day of mobilization and continuing through the last day of demobilization. A statement noting that no activity was completed shall be submitted if applicable. Daily reports shall contain, at a minimum, the followings items:

1. A description of the day's Work activity.
2. Details of any incidents including any near losses.
3. A summary of Contractor resources employed that day including, but not limited to labor, equipment, and materials.
4. Weather information during the day.
5. A minimum of two (2) photos portraying the day's Work activities with descriptions  
Additional photos of the Work activity and site conditions are encouraged.

**Payment Application Schedule:** The Contractor shall include an updated schedule with each payment application.

**Marine Vessel Traffic:** Freight Vessels and operations can be anticipated all year at the Seward Freight Dock. It is anticipated that smaller vessels may operate on the north end of the existing dock while the contractor is performing construction activities. This may require the Contractor to remove equipment

which will interfere with ship/vessel berthing. Contractor may assume this may be a once weekly occurrence, depending on contractor’s activity and ship/vessel size. It is recommended that the Contractor schedule the in-water work around anticipated vessels. ARRC will provide the Ship Schedules to the Contractor weekly. These will include forecasts for future vessels approximately one month in advance. The Contractor shall make accommodations for up to a 24-hour impact for each schedule berthing due to vessel conflicts.

Cruise Vessels can be anticipated during the Cruise Season, approximately April 15 - October 15. Cruise ships will be berthing on both sides of the Passenger Dock and occasionally on the existing Freight Dock. For reference, three cruise ships are scheduled to berth at the Freight Dock in 2026. Depending on the approaching ship size, the Contractor may be required to remove equipment which will interfere with ship/vessel berthing. The tentative 2027 Cruise Ship schedules can be found at [www.cruisetimetables.com](http://www.cruisetimetables.com) and will be available later in 2026 at <https://claalaska.com>. ARRC will provide the Scheduled Cruise Ships to the contractor approximately six months in advance, with updates as applicable. The Contractor shall make accommodations for up to a 24-hour impact for each scheduled ship due to ship conflicts.

Availability of Ship/Vessel mooring and staging will be dependent on Port activities.

**Delay of Vessels caused by Contractor:** Should any of the Contractor's or its subcontractor's actions or activities cause operational delays to ship/vessel traffic, the agreed amount of liquidated damages shall be at the following rates and shall be collected from the Contractor by ARRC.

All Ships: Less than one hour	No charge for delays less than one hour
Cargo Vessels: Less than three hours	\$2,000 per occurrence
Cargo Vessels: Greater than three hours	\$5,000 per occurrence
Cruise Ships: Less than three hours	\$15,000 per occurrence
Cruise Ships: Greater than three hours	\$80,000 per occurrence

**Liquidated Damages:** Should Contractor fail to reach Substantial Completion within the time specified in the contract and any associated Change Orders, Amendments, and/or supplements, the Contractor shall pay liquidated damages to Owner in the amount of \$5200 for each calendar day of delay until the work is completed or accepted.

**Substantial Completion:** Substantial Completion shall be on or before **December 14, 2027**, unless accepted and agreed upon by the Owner. This completion scope includes all work items contained within the Contract Documents, properly completed, approved by the Owner and fully serviceable for the intended use.

**Final Completion:** Final Completion of all work shall be on or before **January 11, 2028**.

**END OF SPECIAL CONDITIONS**

## **SECTION G**

### **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 completely 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 H**

## **Forms**

**ALASKA RAILROAD CORPORATION**  
**CONSTRUCTION BID FORM**

**NAME** \_\_\_\_\_  
**ADDRESS** \_\_\_\_\_  
\_\_\_\_\_

**To the CONTRACTING OFFICER, ALASKA RAILROAD CORPORATION:**

In compliance with your Invitation to Bid Number, **ITB# 26-18-214518**, the Undersigned proposes to furnish and deliver all the materials and do all the work and labor required in the construction of the **ARRC Seward Freight Dock Expansion**, located at or near **Seward, 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).

<b>Addenda No.</b>	<b>Date Issued</b>	<b>Addenda No.</b>	<b>Date Issued</b>	<b>Addenda No.</b>	<b>Date Issued</b>
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

## 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

**ALASKA RAILROAD CORPORATION – BID BOND**

<b>ITB #26-18-214518 ARRC Seward Freight Dock Expansion</b>	<b>DATE BOND EXECUTED</b>
<b>PRINCIPAL (Legal name and business address)</b>	<b>TYPE OF ORGANIZATION</b> <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> CORPORATION
	<b>9 STATE OF INCORPORATION</b>

<b>SURETY(IES) (Name and business address)</b>		
<b>A.</b>	<b>B.</b>	<b>C.</b>

<b>PENAL SUM OF BOND</b>	<b>DATE OF BID</b>
--------------------------	--------------------

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: ITB #26-18-214518 Seward Freight Dock Expansion, 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.

<b>PRINCIPAL</b>				
<b>Signature(s)</b>	<b>1.</b>	<b>2.</b>	<b>3.</b>	<b>Corporate Seal</b>
<b>Name(s) &amp; Titles [Typed]</b>	<b>1.</b>	<b>2.</b>	<b>3.</b>	

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

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

**Contractor Responsibility Questionnaire**

**PART 1 - INSTRUCTIONS**

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 questions when required, may render the bid/proposal non-responsive. All responses must be typewritten or printed in ink. All information must be legible.

Please state "not applicable" in questions clearly not applicable to Bidder/Proposer in connection with this solicitation. Do not omit any questions.

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).

The term "Proposer" includes the term "Bidder" and also refers to the firm awarded the Contract. The term "Proposal" includes the term "Bid".

ARRC reserves the right to inquire further with respect to Proposer's responses; and Proposer consents to such further inquiry and agrees to furnish all relevant documents and information as requested by ARRC. Any response to this document prior or subsequent to Proposer's Proposal which is or may be construed as unfavorable to Proposer will not necessarily automatically result in a negative finding on the question of Proposer's responsibility or a decision to terminate the contract if it is awarded to Proposer.

**PART 2 - IDENTITY OF PROPOSER**

Proposer's Full Legal Name: \_\_\_\_\_

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: \_\_\_\_\_

Proposer's federal taxpayer identification number: \_\_\_\_\_

Proposer's Alaska business license number: \_\_\_\_\_

Proposer's contractor's license number (for construction only): \_\_\_\_\_

Proposer's legal address: \_\_\_\_\_

Telephone Number: (\_\_\_\_) \_\_\_\_\_ Fax Number: (\_\_\_\_) \_\_\_\_\_

Proposer's local or authorized point of contract address:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: (\_\_\_\_) \_\_\_\_\_ email: \_\_\_\_\_

How long has the Proposer been in business? \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

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

YES  NO

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

Number of employees: \_\_\_\_\_ including employees in the State of Alaska.

### **PART 3 - CONTRACTING HISTORY**

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

Has the Proposer been awarded any private sector contracts within the last five years for the same or reasonably similar goods or services sought by this solicitation? If none, answer "No." If yes, on a separate sheet of paper provide the name and address of the contracting entity, a brief description of work, the dollar amount at award and at completion, date completed, status of the contract and name, address and telephone number of contact

person as to each, beginning with the most recent. Indicate if Proposer acted as prime contractor or joint venture. Proposers need not provide more than three such descriptions.

YES  NO

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

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

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

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

YES  NO

#### **PART 4 - CIVIL ACTIONS**

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

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

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

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

YES  NO

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

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

YES  NO

**PART 5 - COMPLIANCE WITH LAWS AND OTHER REGULATIONS**

**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

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

- a) Been cited for a violation of any labor law or regulation, including, but not limited to, child labor violations, failure to pay correct wages, failure to pay into a trust account, failure to remit or pay withheld taxes to tax authorities or unemployment insurance tax delinquencies?  
YES  NO

- b) Been cited and assessed penalties for an OSHA or Alaska/OSHA “serious violation”?  
 YES  NO
- c) Been cited for a violation of federal, state or local environmental laws or regulations?  
 YES  NO
- d) Failed to comply with Alaska corporate registration, federal, state or local licensing requirements?  
 YES  NO
- e) Had its corporate status, business entity’s license or any professional certification, suspended, revoked, or had otherwise been prohibited from doing business in the State of Alaska?  
 YES  NO

**PART 6 - FINANCIAL**

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

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

Proposer’s Financial Statements **may** be requested:

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

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 (5<sup>th</sup>) Working Day** after receipt of written notice from the Alaska Railroad Corporation.

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

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

Check as applicable:  All work on the below-referenced project will be accomplished without subcontracts greater than ½ of 1% of the contract amount, or;  
 Subcontractor List is as follows:

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

[CONTINUE SUBCONTRACTOR INFORMATION ON REVERSE]

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

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
SIGNATURE BY AND FOR THE BIDDER

\_\_\_\_\_  
COMPANY ADDRESS

\_\_\_\_\_  
PRINTED NAME OF BIDDER

\_\_\_\_\_  
COMPANY ADDRESS

\_\_\_\_\_  
DATE OF BID

\_\_\_\_\_  
CONTACT PHONE NUMBER

\_\_\_\_\_  
CONTACT 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 #28-18-214518 ARRC Seward Freight Dock Expansion** 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 located in Seward 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 January 11, 2028.**

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 and Special Conditions. The bonds given by the Contractor in the sum of: **100% of Bid Amount \$\_\_\_\_\_ Payment Bond, and 100% of Bid Amount \$\_\_\_\_\_ Performance Bond**, to secure the proper compliance with the terms and provisions of this Contract, are submitted herewith and made a part hereof.

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

---

**CONTRACTOR**

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title

(Corporate Seal)

---

**ALASKA RAILROAD CORPORATION**

\_\_\_\_\_  
Contracting Officer (Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Typed or Print Name

**ALASKA RAILROAD CORPORATION – PAYMENT 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 #26-18-214518 ARRC Seward Freight  
Dock Expansion**

**NOW, THEREFORE**, the conditions of the foregoing obligation is such that if the said Principal shall  
comply with all requirements of law and pay, as they become due, all just claims for labor performed and  
materials and supplies furnished upon or for the work under said contract, whether said labor be  
performed and said materials and supplies be furnished under the original contract, any subcontract, or  
any and all duly authorized modifications thereto, 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, 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 26-18-214518 ARRC  
SEWARD FREIGHT DOCK EXPANSION

**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 I COST SCHEDULE

**A Bidder's Failure to provide the information requested in this Section 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. An award may be made in the aggregate of Base Bid and or any combination of Base Bid and Add Alternates, whichever is deemed by the Contract Administrator to be in the best interest of the ARRC.

The successful bidder shall hold unit prices of all methods firm for a period of thirty (30) days from the date of bid opening. Award is contingent on the availability of MARAD and ARRC funds.

BASE BID ITEMS					
Item No.	Item Description	Unit	Quantity	Unit Bid Price	Item Total
1	Mobilization and Demobilization	LS	1		
2	Salvage Armor Rock (Existing Dock South Slope)	CY	950		
3	Salvage Armor Rock (Groin West Slope)	CY	8800		
4	Install South Slope Armor Rock	LS	1		
5	Install East Slope Riprap	LS	1		
6	Sheet Pile Dock Extension	LS	1		
7	Install Fender Systems	EA	6		
8	Mooring Dolphin	LS	1		
9	Catwalk (100')	EA	1		
10	Face Beam	LF	380		

11	Onshore Bollard	EA	1		
12	High Mast Lights and Foundations	EA	2		
13	Drainage	LS	1		
14	Water	LS	1		
15	Power	LS	1		
16	Protected Species Observers	LS	1		
<b>Total Base Bid:</b>				<b>\$</b>	

**ADDITIVE ALTERNATE BID ITEMS**

Item No.	Item Description	Unit	Quantity	Unit Bid Price	Item Total
A1	Cathodic Protection	EA	42		
A2	Scour Protection	LS	1		
A3	Transport Owner Supplied Sheet Piling	LS	1		
A4	Owner Requested Delay Marine Construction Stand-by	Hour	24		
A5	Protected Species Delay over 24 hours–Marine Construction Stand-by	Day	3		

**ADDITIVE ALTERNATIVE BID ITEMS:** May be awarded in whole or in part at ARRC’s discretion and only if authorized in writing and incorporated into the Contract by modification. Pricing of additive alternates does not guarantee award. Additive alternatives are optional and may be awarded only after evaluation of the base bid and confirmation of available funding. Award is solely at ARRC’s discretion and is subject to funding availability, board-approved budgets, grant or third-party funding restrictions (if applicable), and project priorities, risks, and feasibility.

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

BIDDERS NAME AND ADDRESS

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
SIGNATURE BY AND FOR THE BIDDER

\_\_\_\_\_  
COMPANY ADDRESS

\_\_\_\_\_  
PRINTED NAME OF ABOVE BIDDER

\_\_\_\_\_  
COMPANY ADDRESS CONTINUE

\_\_\_\_\_  
DATE OF BID

\_\_\_\_\_  
CONTACT PHONE NUMBER

\_\_\_\_\_  
CONTACT E-MAIL ADDRESS

**REQUIRED CONTRACT PROVISIONS  
FOR  
FEDERAL-AID CONTRACTS  
[Revised April 2, 2026]**

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

**1. CARGO PREFERENCE REQUIREMENTS – 46 USC 55305; 46 CFR 381.7** [Applicable to all Federal-aid contracts involving equipment, materials or commodities that may be transported by ocean vessel]

**Cargo Preference-Use of United States Flag Vessels** - The contractor agrees: **a. to use** privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; **b. to furnish** within twenty (20) working days following the date of loading for shipments originating within the United States or within thirty (30) working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in 46 CFR 381.7(a)(1) to the Division of National Cargo, Office of Market Development, Maritime Administration, 1200 New Jersey Avenue, SE, Washington, D.C. 20590 and to ARRC (through the contractor in the case of a subcontractor's bill-of-lading), marked with appropriate identification of the project; **c. to include these** requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

**2. DEBARMENT, SUSPENSION, INELIGIBILITY & VOLUNTARY EXCLUSION – 2 CFR 180.220 & Part 1200; 2 CFR 200.213 and Appendix II (H); Executive Orders 12549 & 12689** [Applicable to all Federal-aid contracts which exceed \$25,000]

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

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

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

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

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

**(1) Minimum wages** - (i) All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided at 49 CFR 5.5(d) and (e), the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act at 40 USC 3141(2)(B) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

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

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

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

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

(4) With respect to helpers as defined in 29 CFR 5.2, the duties of the helper are clearly defined and distinct from those of any other classification on the wage determination; the use of such helpers is an established prevailing practice in the area in which the work is performed; and the helper is not employed as a trainee in an informal training program.

(B) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(C) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov). The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall, by

email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov), refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(E) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs (1)(ii)(C) and (D) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (1)(ii) (C) or (D) of this section shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth at 29 CFR 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(v) In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

**(2) Withholding** - ARRC shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in paragraph (1) of this section for violations of this contract, or to satisfy any such liabilities required by any other federally assisted contract subject to Davis Bacon labor standards, that is held by the same prime contractor (as defined in 49 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, or any other federally assisted contract that is subject to Davis Bacon labor standards and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute), all or part of the wages required by the contract or upon the contractor's failure to submit the required records as discussed in paragraph (3)(iv) (required disclosures and access) of this section, ARRC may, after written notice to the contractor, sponsor, applicant, or owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

**(3) Certified payrolls and basic records** - (i) **Length of record retention:** All regular payrolls and other basic records shall be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least three years after all the work on the prime contract is completed. **Information required:** Such records shall contain the name; Social Security number; last known address, telephone number, and email address of each such worker, each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 USC 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid. **Additional records relating to fringe benefits:** Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(v) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 USC 3141(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable,

that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. **Additional records relating to apprenticeship:** Contractors with apprentices working under approved programs shall maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

(ii) **Certified payroll requirements - (A) Frequency and method of submission.** The contractor or subcontractor shall submit weekly, for each week in which any Davis Bacon Act- or Related Acts-covered contract work is performed, a copy of all payrolls to ARRC for transmission to the Federal grantor agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors.

(B) **Information required.** The certified payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i)(B), except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division (WHD) website at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website.

(C) **Statement of compliance.** Each certified payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons working on the contract, and shall certify the following:

- That the certified payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information and basic records are being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;
- That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3; and
- That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

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

(E) **Signature.** The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(F) **Falsification.** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 USC 1001 and 31 USC 3729.

(G) **Length of certified payroll retention.** The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

(iii) **Contracts, subcontracts, and related documents.** The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

(iv) **Required disclosures and access –**

(A) **Required record disclosures and access to workers.** The contractor or subcontractor shall make the records required under paragraphs (a)(3)(i) through (iii) of this section, and any other documents

that ARRC or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by 29 CFR § 5.1, available for inspection, copying, or transcription by authorized representatives of the Federal grantor agency or the Department of Labor, and shall permit such representatives to interview workers during working hours on the job.

- (B) **Sanctions for non-compliance with records and worker access requirements.** If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to 29 CFR § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to the WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR Part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.
- (C) **Required information disclosures.** Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the Wage and Hour Division of the Department of Labor. The contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the Federal grantor agency, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

#### (4) Apprentices and equal employment opportunity –

##### (i) Apprentices –

- (A) **Rate of pay.** Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (B) **Fringe benefits.** Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the WHD Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.
- (C) **Apprenticeship ratio.** The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph (4)(i)(D) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph (4)(i)(A) of this section, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice

performing work on the job site in excess of the ratio permitted under this section shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

**(D) Reciprocity of ratios and wage rates.** Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed shall be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

(ii) Equal employment opportunity - The utilization of apprentices and journeyworkers under this part shall be in conformity with the equal employment opportunity requirements of 29 CFR Part 30.

**(5) Compliance with Copeland Act requirements** - The contractor shall comply with the requirements of 40 USC 3145 and 29 CFR Part 3, which are incorporated by reference in this contract.

**(6) Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (11), along with the applicable wage determination(s) and such other clauses or contract modifications as the Federal Transit Administration may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

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

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

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

**(10) Certification of eligibility** - (i) By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 USC 3144(b) or 29 CFR 5.12(a).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 USC 3144(b) or 29 CFR 5.12(a).

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

**(11) Anti-retaliation** - It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

(i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, or 29 CFR Part 1,3, or 5;

(ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking

to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, or 29 CFR Part 1, 3 or 5;

(iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, or 29 CFR Part 1, 3 or 5; or

(iv) Informing any other person about their rights under the DBA, Related Acts, or 29 CFR Part 1, 3 or 5.

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

**A. Overtime** (Applicable to construction and non-construction contracts)

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

**(2) Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$33 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

**(3) Withholding for unpaid wages and liquidated damages** - ARRC shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this Section 4 of this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in 29 CFR § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

**(4) Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

**(5) Anti-retaliation** - It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

(i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

(ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

(iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

(iv) Informing any other person about their rights under CWHSSA or this part.

**(6) Payrolls and basic records** - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records shall contain the name; last known address, telephone number, and email address; and social security number of each such worker, each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors with apprentices working under approved programs shall maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs. The records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of ARRC and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.

**B. Contract Work Hours and Safety Standards Act** (Applicable to construction contracts only) (i) The Contractor agrees to comply with section 107 of the Contract Work Hours and Safety Standards Act, 40 USC § 3704, and applicable DOL regulations, "Safety and Health Regulations for Construction" 29 CFR Part 1926. Among other things, the Contractor agrees that it will not require any laborer or mechanic to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to health or safety, as established under construction safety and health standards the Secretary of Labor prescribes by regulation.

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

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

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

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

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

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

**7. ACCESS TO RECORDS AND REPORTS – 49 USC 5325(g); 2 CFR 200.337; 49 CFR Part 633 [Applicable to all Federal-aid contracts]**

The following requirements apply to this Contract:

1. Contractor agrees to retain complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, leases, subcontracts, other third party contracts of any type, and supporting materials related to those records.

2. Contractor agrees to comply with the record retention requirements in accordance with 2 CFR 200.334. Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain the same until ARRC, the Federal grantor agency, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

3. Contractor agrees to provide sufficient access to the U.S. Secretary of Transportation, the Comptroller General, the Federal grantor agency, ARRC, and their duly authorized representatives to inspect and audit records and information, including such records and information the contractor or its subcontractors may regard as confidential or proprietary, related to the performance of this contract in accordance with 2 CFR § 200.337.

4. Contractor agrees to permit the Federal grantor agency, ARRC, and their duly authorized representatives access to the sites of performance under this contract in accordance with 2 CFR § 200.337 and 49 CFR § 633.15, as applicable.

5. Contractor agrees to include these requirements in each subcontract financed in whole or in part with Federal funds.

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

**Federal Changes** - Contractor shall at all times comply with all applicable Federal laws, regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement between ARRC and the Federal grantor agency, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract. Applicable changes to such federal requirements will apply to each subcontract and parties thereto at any tier.

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

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

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

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

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC §3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the Federally assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

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

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

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

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

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

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

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

The following requirements apply to the underlying contract:

1. Nondiscrimination in Federal Public Transportation Programs - Contractor shall prohibit: (a) discrimination based on race, color, religion, national origin, sex (including sexual orientation), disability, or age; (b) exclusion from participation in employment or a business opportunity for reasons identified in 49 USC § 5332; (c) denial of program benefits in employment or a business opportunity identified in 49 USC § 5332; and (d) discrimination identified in 49 USC § 5332, including discrimination in employment or a business opportunity identified in 49 USC § 5332.

2. Nondiscrimination – Title VI of the Civil Rights Act – Contractor shall prohibit discrimination based on race, color, or national origin, and comply with (1) Title VI of the Civil Rights Act of 1964, as amended, 42 USC § 2000d, et seq.; (2) U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964," 49 CFR Part 21, including any amendments thereto; and (3) Federal transit law, specifically 49 USC § 5332.

3. **Equal Employment Opportunity** -: Contractor shall prohibit discrimination based on race, color, religion, sex, sexual orientation, or national origin. Contractor shall comply with: (a) Title VII of the Civil Rights Act of 1964, as amended, 42 USC § 2000e, et seq.; (b) Title I of the Americans with Disabilities Act of 1990, as amended, 42 USC §§ 12101, et seq.; (c) federal transit law, specifically 49 USC § 5332; and (d) FTA Circular 4704.1 “Equal Employment Opportunity (EEO) Requirements and Guidelines for Federal Transit Administration Recipients.” Further, Contractor shall follow other federal guidance pertaining to EEO laws, regulations, and requirements.

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

**14. VIOLATION AND BREACH OF CONTRACT – 2 CFR 200.327; 2 CFR Part 200, App. II(A)**  
[Applicable to all Federal-aid contracts in excess of \$250,000]

#### **Rights and Remedies of the ARRC**

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

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

#### **Rights and Remedies of Contractor**

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

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

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

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

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

**Claim Validity, Additional Information, & Contract Manager's Actions** - The claim, in order to be valid, must not only show that the Contractor suffered damages or delay but that those conditions were actually a result of the act, event or condition complained of and that the contract provides entitlement to relief to the contractor for such act, event, or condition. The Contract Manager reserves the right to make written

request to the Contractor at any time for additional information which the Contractor may possess relative to the claim. The Contractor agrees to provide the Contract Manager such additional information within 30 days of receipt of such a request. Failure to furnish such additional information may be regarded as a waiver of the claim. The claim, if not resolved by agreement within 60 days of its receipt, will automatically be forwarded to the Contract Manager's supervisor for formal written decision.

**Decision on Claim** - The Contractor will be furnished the Contract Manager supervisor's decision within the next 90 days, unless additional information is requested by the ARRC. The Contract Manager supervisor's decision is final and conclusive unless fraudulent as to the Claim.

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

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

**15. HISTORIC PRESERVATION REQUIREMENTS – [Applicable to all Federal-Aid contracts]**

Contractor shall comply with (1) U.S. DOT laws, including 49 USC § 303 (often referred to as “section 4(f)”), which requires certain finds be made before an Award may be undertaken if it involves the use of any land from a historic site that is on or eligible for inclusion on the National Register of Historic Places; (2) federal historic and archaeological preservation requirements of section 106 of the National Historic Preservation Act, as amended, 54 USC § 306108; (3) the Archeological and Historic Preservation Act of 1974, as amended, 54 USC § 312501 *et seq.*; (4) U.S. Advisory Council on Historic Preservation regulations, “Protection of Historic Properties,” 36 CFR Part 800; and (5) other federal requirements and federal guidance to avoid or mitigate adverse effects on historic properties. In the performance of this contract, neither Contractor nor its subcontractors shall take any action (which term includes but is not limited to the seeking of any required federal license or permit, and the extraction of material or natural resources from any source whatsoever) that may affect a district, site, building, structure or object that is included in or eligible for inclusion in the National Register of Historic Places without prior notice to ARRC and compliance with the above-listed requirements. Contractor is advised that both historic and cultural sites may be eligible for inclusion on the National Register.

**16. INDIAN SACRED SITES – [Applicable to all Federal-Aid contracts]**

Contractor shall facilitate compliance with federal efforts to promote the preservation of places and objects of religious importance to American Indians, Eskimos, Aleuts, and Native Hawaiians, and facilitate compliance with the American Indian Religious Freedom Act, 42 U.S.C. § 1996, and Executive Order No. 13007, “Indian Sacred Sites,” May 24, 1996, 42 U.S.C. § 3161 note (61 Fed. Reg. 26771).

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

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

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

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

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

b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 USC 40118) (Fly America Act) requires contractors, recipients, and

others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

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

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

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

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

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

**18. RECYCLED PRODUCTS – 42 USC 6962; 40 CFR PART 247; 2 CFR 200.323; 2 CFR Appendix II(J)** [Applicable to all Federal-aid contracts for items designated by the EPA, for the purchase of \$10,000 or more of one of these items during the fiscal year]

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

**19. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION TERMS – FTA Circular 4220.1G** [Applicable to all FTA funded contracts]

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

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

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

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

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

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

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

Contractor shall ensure all iron, steel, manufactured products, and construction materials are produced in the United States as required by 2 CFR Part 184 Buy America Preferences for Infrastructure Projects and 23 CFR 635.410, Buy America Requirements. Unless a waiver has been granted by the FHWA, all steel and iron materials which are incorporated into the work, and the action of applying a coating to a covered material (i.e., steel and iron), shall be manufactured in the United States except that minor amounts of steel and iron materials of foreign manufacture may be used, provided the aggregate cost of such materials does not exceed one tenth of one percent (0.1 percent) of the total contract amount, or \$2500, whichever is greater. Coating includes epoxy coating, galvanizing, painting, and any other coating that protects or enhances the value of a material subject to the requirements of this section. For the purposes of this section, the cost is the value of the products as they are delivered to the project. When steel and iron materials manufactured in the United States are shipped to a foreign country where non-steel or iron products are installed on or in them (i.e., electronic components in a steel cabinet), the steel and iron is considered to meet the requirements of this section. A certification of materials origin, attesting to compliance with this provision, shall be furnished to the Engineer prior to incorporating any steel or iron products into the project. Bidders may submit an alternate bid for the project based on the use of foreign iron or steel materials. In this event, the contract will be awarded to the bidder who submits the lowest total responsive bid based on furnishing domestic iron and steel materials unless such total bid exceeds the lowest total responsive bid based on furnishing foreign steel and iron materials by more than 25 percent.

Manufactured products to be used and permanently incorporated in an FHWA construction project shall be produced in the United States. “Produced in the United States,” in the case of manufactured products, means: (A) For projects obligated on or after October 1, 2025, the product was manufactured in the United States; and (B) For projects obligated on or after October 1, 2026, the product was manufactured in the United States and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product.

**Certificate of Compliance with 23 CFR 635.410**

As the bidder’s or offeror’s authorized representative, I certify that, as of the date of my signature below, all iron or steel products, all products predominantly of iron or steel or a combination of both, all manufactured products, and all construction materials to be provided pursuant to the contract and classified as domestic meet the domestic requirements of 23 CFR Part 635.410 and 2 CFR Part 184.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Company Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**Buy America** – The contractor agrees to comply with 49 USC 5323(j), 49 CFR Part 661, and 2 CFR 200.322, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7. Separate requirements for rolling stock are set out at 49 USC 5323(j)(2)(C), 49 USC 5323(u), and 49 CFR 661.11.

**Build America, Buy America Act** – Construction materials used in the Project are subject to the domestic preference requirement of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911 – 70927 (2021), as implemented by the U.S. Office of Management and Budget’s “Buy America Preferences for Infrastructure Projects,” 2 CFR Part 184. Compliance with FTA’s “Buy America Requirements,” 49 CFR Part 661, and “Buy America Preferences for Infrastructure Projects,” 2 CFR Part 184, shall be deemed to satisfy 2 CFR § 200.322, “Domestic Preferences for Procurements.”

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

**Certification requirement for procurement of steel, iron, manufactured products, and construction materials:**

**Certificate of Compliance**

The bidder or offeror hereby certifies that it will comply with the requirements of 49 USC 5323(j)(1), and the applicable regulations in 49 CFR Part 661.

Date: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Company Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Certificate of Non-Compliance**

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

Date: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Company Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Certification requirement for procurement of rolling stock and associated equipment:**

**Certificate of Compliance**

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

Date: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Company Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[continued next page]

**Certificate of Non-Compliance**

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

Date: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Company Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

(a) The FRA and certain other federal agencies require their grantees to comply with The Buy American Act (41 U.S.C. 8301 *et seq.*) which provides that preference be given to domestic end products.

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

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

*Component*, as used in this clause, means an article, material, or supply incorporated directly into an end product.

*Cost of components*, as used in this clause, means

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

*Critical component* means a component that is mined, produced, or manufactured in the United States and deemed critical to the U.S. supply chain. The list of critical components is at FAR 25.105.

*Domestic end product*, as used in this clause, means

- (1) For an end product that does not consist wholly or predominantly of iron or steel or a combination of both,
  - (i) an unmanufactured end product mined or produced in the United States;
  - (ii) an end product manufactured in the United States, if
    - (A) the cost of its components mined, produced, or manufactured in the United States exceeds 60 percent of the cost of all its components, except that the percentage will be 65 percent for items delivered in calendar years 2024 through 2028 and 75 percent for items delivered starting in calendar year 2029. Components of foreign origin of the same class or kind as the products referred to in subparagraphs (b) (2) or (3) of this clause shall be treated as domestic. Components of unknown origin are treated as foreign. Scrap generated, collected, and prepared for processing in the United States is considered domestic; or
    - (B) the end product is a COTS item.
- (2) For an end product that consists wholly or predominantly of iron or steel or a combination of both, an end product manufactured in the United States, if the cost of foreign iron and steel constitutes less than 5 percent of the cost of all the components used in the end product. The cost of foreign iron and steel includes but is not limited to the cost of foreign iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the end product and a good faith estimate of the cost of all foreign iron or steel components excluding COTS fasteners. Iron

or steel components of unknown origin are treated as foreign. If the end product contains multiple components, the cost of all the materials used in such end product is calculated in accordance with the definition of "cost of components".

*End product* means those articles, materials, and supplies to be acquired for public use under this contract.

*Fastener* means a hardware device that mechanically joins or affixes two or more objects together. Examples of fasteners are nuts, bolts, pins, rivets, nails, clips, and screws.

*Foreign end product* means an end product other than a domestic end product.

*Foreign iron and steel* means iron or steel products not produced in the United States. Produced in the United States means that all manufacturing processes of the iron or steel must take place in the United States, from the initial melting stage through the application of coatings, except metallurgical processes involving refinement of steel additives. The origin of the elements of the iron or steel is not relevant to the determination of whether it is domestic or foreign.

*Predominantly of iron or steel or a combination of both* means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components excluding COTS fasteners.

*Steel* means an alloy that includes at least 50 percent iron, between 0.02 and 2 percent carbon, and may include other elements.

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

- (b) 41 USC chapter 83, Buy American, provides a preference for domestic end products for supplies acquired for use in the United States. In accordance with 41 USC 1907, the domestic content test of the Buy American statute is waived for an end product that is a COTS item, except that for an end product that consists wholly or predominantly of iron or steel or a combination of both, the domestic content test is applied only to the iron and steel content of the end product, excluding COTS fasteners.
- (c) Offerors may obtain from the Contracting Officer a list of foreign articles that the Contracting Officer will treat as domestic for this contract.
- (d) The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the below "Buy American Certificate." Bids that are not accompanied by a completed Buy American certification may be rejected as nonresponsive.

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

(a) 1) The bidder or offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product and that each domestic end product listed in paragraph (c) of this provision contains a critical component.

(2) The bidder or offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the bidder or offeror shall also indicate whether these foreign end products exceed 65 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select "no."

(3) The bidder or offeror shall separately list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).

(4) The terms "commercially available off-the-shelf (COTS) item," "critical component," "domestic end product," "end product," and "foreign end product" are defined in the above clause entitled "Buy American Requirements – Supplies."

(b) Foreign End Products:

Line Item No.	Country of Origin	Exceeds 65% domestic Content (yes/no)

(List as necessary)

(c) Domestic end products containing a critical component:

Line Item No. \_\_\_\_

(List as necessary)

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Company Name: \_\_\_\_\_

Title: \_\_\_\_\_

**24. BUY AMERICAN REQUIREMENT-CONSTRUCTION – 41 USC 8301-8305; 48 CFR Part 25** [If required under the terms of the grant agreement, applicable only to federally-funded construction contracts in excess of \$10,000]

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

*Commercially available off-the-shelf (COTS) item*—

(1) Means any item of supply (including construction material) that is—

(i) A commercial product (as defined in paragraph (1) of the definition of “commercial product” at Federal Acquisition Regulation (FAR) 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 USC 40102(4), such as agricultural products and petroleum products.

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

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

*Critical component* means a component that is mined, produced, or manufactured in the United States and deemed critical to the U.S. supply chain. The list of critical components is at FAR 25.105.

*Critical item* means a domestic construction material or domestic end product that is deemed critical to U.S. supply chain resiliency. The list of critical items is at FAR 25.105.

*Domestic construction material* means (1) For construction material that does not consist wholly or predominantly of iron or steel or a combination of both, (i) an unmanufactured construction material mined or produced in the United States, or (ii) a construction material manufactured in the U.S., if (A) the cost of its components mined, produced, or manufactured in the United States exceeds 65 percent of cost of all its components for items delivered in calendar years 2024 through 2028 and 75 percent for items delivered starting in calendar year 2029. Components of foreign origin of the same class or kind for which nonavailability determinations have been made shall be treated as domestic. Components of unknown origin are treated as foreign; or (B) The construction material is a COTS item; or (2) For construction material that consists wholly or predominantly of iron or steel or a combination of both, a construction material manufactured in the United States if the cost of foreign iron and steel constitutes less than 5 percent of the cost of all components used in such construction material. The cost of foreign iron and steel includes but is not limited to the cost of foreign iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the construction material and a good faith estimate of the cost of all foreign iron or steel components excluding COTS fasteners. Iron or steel components of unknown origin are treated as foreign. If the construction material contains multiple components, the cost of all the materials used in such construction material is calculated in accordance with the definition of "cost of

components".

*Fastener* means a hardware device that mechanically joins or affixes two or more objects together. Examples of fasteners are nuts, bolts, pins, rivets, nails, clips, and screws.

*Foreign construction material* means a construction material other than a domestic construction material.

*Foreign iron and steel* means iron or steel products not produced in the United States. Produced in the United States means that all manufacturing processes of the iron or steel must take place in the United States, from the initial melting stage through the application of coatings, except metallurgical processes involving refinement of steel additives. The origin of the elements of the iron or steel is not relevant to the determination of whether it is domestic or foreign.

*Predominantly of iron or steel or a combination of both* means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components excluding COTS fasteners.

*Steel* means an alloy that includes at least 50 percent iron, between 0.02 and 2 percent carbon, and may include other elements.

"*United States*" means the 50 States, the District of Columbia, and outlying areas.

(b)(1) In accordance with 41 USC 1907, the domestic content test of the Buy American statute is waived for construction material that is a COTS item, except that for construction material that consists wholly or predominantly of iron or steel or a combination of both, the domestic content test is applied only to the iron and steel content of the construction materials, excluding COTS fasteners. (See FAR 12.505(a)(2)). The Buy American Act (41 USC 8301-8305) requires that only domestic construction material be used in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) The requirement in paragraph (b)(1) of this clause does not apply to information technology that is a commercial product or to the construction materials or components listed by the Government as follows:  
NONE

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

(i) The cost of domestic construction material would be unreasonable. (A) *For domestic construction material that is not a critical item or does not contain critical components.* (1) The cost of a particular domestic construction material subject to the requirements of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 percent; (2) For construction material that is not a COTS item and does not consist wholly or predominantly of iron or steel or a combination of both, if the cost of a particular domestic construction material is determined to be unreasonable or there is no domestic offer received, and the low offer is for foreign construction material that is manufactured in the United States and does not exceed 55 percent domestic content, the Contracting Officer will treat the lowest offer of foreign construction material that exceeds 55 percent domestic content as a domestic offer and determine whether the cost of that offer is unreasonable by applying the evaluation factor listed in paragraph (b)(3)(i)(A)(1) of this clause. (3) The procedures in paragraph (b)(3)(i)(A)(2) of this clause will no longer apply as of January 1, 2030. (B) *For domestic construction material that is a critical item or contains critical components.* (1) The cost of a particular domestic construction material that is a critical item or contains critical components, subject to the requirements of the Buy American statute, is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 percent plus the additional preference factor identified for the critical item or construction material containing critical components listed at FAR 25.105. (2) For construction material that does not consist wholly or predominantly of iron or steel or a combination of both, if the cost of a particular domestic construction material is determined to be unreasonable or there is no domestic offer received, and the low offer is for foreign construction material that does not exceed 55 percent domestic content, the Contracting Officer will treat the lowest foreign offer of construction material that is manufactured in the United States and exceeds 55 percent domestic content as a domestic offer, and determine whether the cost of that offer is unreasonable by applying the evaluation factor listed in paragraph (b)(3)(i)(B)(1) of this clause. (3) The procedures in paragraph (b)(3)(i)(B)(2) of this clause will no longer apply as of January 1, 2030.

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

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

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

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

(2) If ARRC determines after contract award that an exception to the Buy American Act applies, the contract shall be modified to allow use of the foreign construction material, and adequate consideration shall be negotiated. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration shall not be less than the differential established in paragraph (b)(3)(i) of this clause.

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

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

**FOREIGN AND DOMESTIC CONSTRUCTION  
MATERIALS PRICE COMPARISON**

Construction material description	Unit of Measure	Quantity	Price (Dollars) <sup>1/</sup>
Item 1: Foreign construction material Domestic construction material			
Item 2: Foreign construction material Domestic construction material			

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

<sup>1/</sup>Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).

A bidder must submit to ARRC the Buy American certification (below) with its bid response for federally-funded construction, as applicable. Bids that are not accompanied by a completed Buy American

certification may be rejected as nonresponsive.

**Certificate of Compliance with 41 USC 8301-8305 - Construction**

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

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Company Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

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

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

Signature of Contractor's Authorized Official: \_\_\_\_\_

Name and Title of Contractor's Authorized Official: \_\_\_\_\_

Date: \_\_\_\_\_

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

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

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

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

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

**27. TRANSIT VEHICLE MANUFACTURER DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATION – [Applicable to all FTA funded contracts for Transit Vehicles]**

**Certificate of Compliance with 49 CFR 26.49**

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

Date:

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Signature:

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Company:

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Name:

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Title:

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

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

**Distracted Driving** - The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement. Contractor agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while

driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving. Contractor shall include the substance of this paragraph in each third party subagreement at each tier supported with federal assistance.

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

This Project is funded through a Federal award for experimental, developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this contract. The Contractor shall grant the ARRC intellectual property access and licenses deemed necessary for the work performed under this contract and in accordance with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the federal grantor agency. The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this contract and shall, at a minimum, include the following restrictions: Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of ARRC and the federal grantor agency, until such time as they may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution. For purposes of this agreement, the term “subject data” means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the contract. Examples of “subject data” include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.

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

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

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

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

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

4. Nothing contained in this clause on rights in data shall imply a license to the Federal

Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

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

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

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

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

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

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

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

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

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

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

**31. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES AND EQUIPMENT – 2 CFR § 200.216** [Applicable to all Federal-aid contracts]

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

**32. NOTIFICATION TO FTA AND U.S. DOT INSPECTOR GENERAL: FLOW DOWN REQUIREMENT – FTA Master Agreement, Section 39(b)(1), (2); 2 CFR 180.220; 2 CFR 1200.220** [Applies to FTA-funded contracts/third party contracts in excess of \$25,000]

If a current or prospective legal matter that may affect the Federal Government emerges, Contractor shall promptly notify ARRC, the FTA Chief Counsel, and the Regional Counsel for FTA Region 10. Contractor shall include these requirements as a flow down clause in its subcontracts at every tier, for any agreement that is a “covered transaction” according to 2 CFR §§ 180.220 and 1200.200. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

Contractor must promptly notify ARRC, which must then promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for Region 10 if Contractor has knowledge of potential fraud, waste, or abuse occurring on a project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, *et seq.*, or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the project is subject to this Contract or another agreement between ARRC and FTA, or an agreement involving a principal, officer, employee, agent, or Third-Party Participant of ARRC. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of Contractor. In this paragraph, “promptly” means to refer information without delay and without change. This notification provision also applies to all divisions of ARRC, including divisions tasked with law enforcement or investigatory functions.

**33. VETERAN HIRING PREFERENCE – 49 USC § 5325(k)** [Applies to all FTA-funded contracts for capital construction projects]

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

**34. BUILD AMERICA, BUY AMERICA ACT – 2 CFR 200.322; Section 70914 of Pub. L. No. 117-58, div. G, tit. IX, subtit. A, 135 Stat. 429, 1298 (2021); 2 CFR Part 184 [Applies to all Federal-aid infrastructure contracts in excess of \$250,000]**

Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the Build America, Buy America Act (BABA) shall file the required certification to ARRC with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by U.S. DOT. Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that do not ensure compliance with BABA domestic preference requirements. Such disclosures shall be forwarded to ARRC which in turn will forward the disclosures to the federal awarding agency.

For contracts subject to BABA, contractors and subcontractors must sign and submit the following certification to the next tier (e.g., subcontractors submit to the contractor; contractors submit to the non-federal entity):

The undersigned certifies, to the best of its knowledge and belief, that:

The Build America, Buy America Act (BABA) requires that no federal financial assistance for “infrastructure” projects is provided “unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States.” Section 70914 of Public Law No. 117-58, §§ 70901-52.

The undersigned certifies that the iron, steel, manufactured products, and construction materials used in this contract are in full compliance with the BABA requirements including:

1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. All manufactured products purchased with federal financial assistance must be produced in the United States. For a manufactured product to be considered produced in the United States, the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55% of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

The undersigned certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the undersigned understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



# BUY AMERICA CERTIFICATION FORM

## Build America, Buy America Act (BABA)

### GENERAL INFORMATION

1. GRANTEE: <b>Alaska Railroad Corporation</b>		2. SOLICITATION NUMBER
3. CONTRACTOR:		4. PROJECT NAME:
US DOT Grant Agreement Number:		

### MATERIALS

1A. MATERIAL TYPE:	1C. LOCATION OF PRODUCT:	1D. DESCRIPTION:
1B. NAME OF MANUFACTURER:		
2A. MATERIAL TYPE:	2C. LOCATION OF PRODUCT:	2D. DESCRIPTION:
2B. NAME OF MANUFACTURER:		
3A. MATERIAL TYPE:	3C. LOCATION OF PRODUCT:	3D. DESCRIPTION:
3B. NAME OF MANUFACTURER:		
4A. MATERIAL TYPE:	4C. LOCATION OF PRODUCT:	4D. DESCRIPTION:
4B. NAME OF MANUFACTURER:		
5A. MATERIAL TYPE:	5C. LOCATION OF PRODUCT:	5D. DESCRIPTION:
5B. NAME OF MANUFACTURER:		
6A. MATERIAL TYPE:	6C. LOCATION OF PRODUCT:	6D. DESCRIPTION:
6B. NAME OF MANUFACTURER:		
7A. MATERIAL TYPE:	7C. LOCATION OF PRODUCT:	7D. DESCRIPTION:
7B. NAME OF MANUFACTURER:		
8A. MATERIAL TYPE:	8C. LOCATION OF PRODUCT:	8D. DESCRIPTION:
8B. NAME OF MANUFACTURER:		
9A. MATERIAL TYPE:	9C. LOCATION OF PRODUCT:	9D. DESCRIPTION:
9B. NAME OF MANUFACTURER:		
10A. MATERIAL TYPE:	10C. LOCATION OF PRODUCT:	10D. DESCRIPTION:
10B. NAME OF MANUFACTURER:		
11A. MATERIAL TYPE:	11C. LOCATION OF PRODUCT:	11D. DESCRIPTION:
11B. NAME OF MANUFACTURER:		

### MATERIALS

12A. MATERIAL TYPE:	12C. LOCATION OF PRODUCT:	12D. DESCRIPTION:
12B. NAME OF MANUFACTURER:		
13A. MATERIAL TYPE:	13C. LOCATION OF PRODUCT:	13D. DESCRIPTION:
13B. NAME OF MANUFACTURER:		
14A. MATERIAL TYPE:	14C. LOCATION OF PRODUCT:	14D. DESCRIPTION:
14B. NAME OF MANUFACTURER:		
15A. MATERIAL TYPE:	15C. LOCATION OF PRODUCT:	15D. DESCRIPTION:
15B. NAME OF MANUFACTURER:		
16A. MATERIAL TYPE:	16C. LOCATION OF PRODUCT:	16D. DESCRIPTION:
16B. NAME OF MANUFACTURER:		
17A. MATERIAL TYPE:	17C. LOCATION OF PRODUCT:	17D. DESCRIPTION:
17B. NAME OF MANUFACTURER:		
18A. MATERIAL TYPE:	18C. LOCATION OF PRODUCT:	18D. DESCRIPTION:
18B. NAME OF MANUFACTURER:		
19A. MATERIAL TYPE:	19C. LOCATION OF PRODUCT:	19D. DESCRIPTION:
19B. NAME OF MANUFACTURER:		
20A. MATERIAL TYPE:	20C. LOCATION OF PRODUCT:	20D. DESCRIPTION:
20B. NAME OF MANUFACTURER:		
21A. MATERIAL TYPE:	21C. LOCATION OF PRODUCT:	21D. DESCRIPTION:
21B. NAME OF MANUFACTURER:		

### CERTIFICATION

**I hereby certify the materials to be installed pursuant to the attached Bid Submittal conform to the Build America, Buy America Act (BABA) requirements under – 2 CFR 200.322; Section 70914 of Pub. L. No. 117-58, div. G, tit. IX, subtit. A, 135 Stat. 429, 1298 (2021); 2 CFR Part 184 [Applies to all Federal-aid infrastructure contracts in excess of \$250,000]**

**By signing, I certify the statements above are true to the best of my ability and knowledge and that the listed materials for use in this project funded by federal dollars were produced in the United States of America.**

CONTRACTOR NAME:	CONTRACTOR SIGNATURE:	DATE:
COMPANY NAME:		

**35. FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS – US DOT Order 4200.6; FTA Master Agreement § 4(g) [Applies to all Federal-aid contracts]**

1. Contractor certifies that it:

- a. Does not have any unpaid federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability;
- b. Has not been convicted of a felony criminal violation under any federal law within the preceding 24 months.

If Contractor cannot so certify, ARRC will refer the matter to FTA and not enter into any Third Party Agreement with Contractor without FTA's written approval.

2. Flow-Down. Contractor shall flow this requirement down to all subcontractors and material suppliers at all lower tiers, without regard to the value of any subagreement.