



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

(THIS IS NOT AN ORDER)

September 15, 2023

REQUEST FOR QUOTATION
23-59-211333

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

ARRC Fbks. Engine Shop Utilidor Repair

EMAILED OR ELECTRONIC QUOTES WILL BE RECEIVED AT:

Email: ThompsonC@akrr.com:

Offers Will Be Received Until 3:00 PM Local Time on September 28, 2023

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

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

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

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

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

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

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

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

ARRC Disadvantaged Business Enterprise (DBE) Program: ARRC is an equal opportunity corporation that encourages the participation of DBEs as prime contractors and subcontractors on its contracts funded in whole or in part by the Federal Transit Administration (FTA) or the Federal Highway Administration (FHWA). The ARRC has a race neutral DBE Program and does not set DBE goals on individual solicitations. Nonetheless, the ARRC aspires to achieve an overall DBE participation on federal contracts of 3.0% in FY 2022-2023. If this contract is funded in whole or in part by funds from the FTA or the FHWA, it is imperative that you consult the Federal Terms and Conditions portion of this solicitation.



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

Please direct all questions concerning this solicitation to Lee Thompson, Alaska Railroad Corporation, Supply Management, 327 W. Ship Creek Avenue, Anchorage, AK 99501, telephone number (907) 265-2355, cell number (907) 854-3141, or e-mail: ThompsonC@akrr.com.

Sincerely,

C. Lee Thompson
Contract Administrator
Alaska Railroad Corporation



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

**PLANHOLDER REGISTRATION FORM
REQUEST FOR QUOTATION**

23-59-211333

ARRC Fbks. Engine Shop Utilidor Repair

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

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

Company Name _____

Mailing Address _____

City, State, Zip _____

Contact Name _____

Phone Number _____ Fax _____

Email Address _____

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

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APPENDIX A

ALASKA RAILROAD CORPORATION REQUIRED DOCUMENTS

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

1. Contractor Responsibility Questionnaire - [Form 395-0136]
2. Construction Bid Form - [Form 395-0121]
3. Cost Schedule - Appendix G
4. Alaska Contractors License

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

1. Subcontractor List - [Form 395-0131] - (Construction Bids Only)

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

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

POST AWARD DOCUMENTATION

1. Weekly Certified Payrolls submitted to State of AK & ARRC Portal
2. State of Alaska, DOL Notice of Completion

Form 395-0128 (12/99)

APPENDIX B

BIDDERS INSTRUCTIONS & SPECIAL REQUIREMENTS (CONSTRUCTION)

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

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

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

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

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

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

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

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

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

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

Bid Opening: Bids will be opened in public at the time set forth in the Invitation to Bid in accordance with

ARRC Procurement Rule 1200.6. The contents of the Bids will be open for public inspection after the notice of intent to award a contract is given.

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

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

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

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

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

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

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

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

- a. a requirement that all applicants present a negative pre-employment drug screen prior to being hired by the Contractor;
- b. a requirement that employees submit to a "reasonable suspicion" drug and/or alcohol test when showing signs and symptoms of drug and/or alcohol influence on duty;

- c. a requirement that employees submit to "reasonable cause/post-accident" drug and alcohol tests following certain accidents or incidents (with the threshold level triggering testing to be determined by the Contractor);
- d. a provision defining a positive alcohol test as one that reveals a breath alcohol level of .02 or greater;
- e. a provision defining a positive drug test as one that reveals concentrations at the levels set forth in 49 C.F.R. § 40.87(b)(screening test) and 49 C.F.R. § 40.87(c)(confirmatory test) or greater;
- f. a provision that outlines the consequences of a positive drug or alcohol test and the consequences of an employee's refusal to submit to drug/alcohol testing; and
- g. a provision that establishes the conditions under which an employee may return to work following a positive drug and/or alcohol test, which at a minimum include an evaluation by a substance abuse professional and compliance with a recommended treatment program.

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

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

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

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

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

Contractor's Instructions for Submitting Certified Payroll:

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

As part of the contract the following will be required:

1. All contractors on a construction project funded in whole or in part with federal funds shall pay laborers and mechanics the higher of the two wages listed in this contract from the U. S. Department of Labor (www.access.gpo.gov/davisbacon/ or <http://www.gpo.gov/davisbacon/ak.html>) or from the DOLWD (www.labor.state.ak.us/lss/home.htm). Contractors on an ARRC-funded construction project shall pay laborers and mechanics the appropriate wage established by the DOLWD under the Little Davis Bacon Act.
2. All contractors employing laborers and mechanics on the project for must submit weekly certified payrolls that contain the information listed on the DOLWD Weekly Certified Payroll Form 07-6058, pages 1 and 2. Page 2 is the “Statement of Compliance” and must bear an original signature. The prime contractor is responsible for gathering the certified payrolls from each subcontractor and for submitting them, along with their own, to ARRC.
3. These weekly certified payrolls must be submitted to ARRC within seven days after the regular “payday” for that certified payroll at the following address:
<https://certpayportal.akrr.com/>
A website login will be required to be set up prior to the first submission.
The contractor and its subcontractors are also responsible for filing certified payrolls with **DOLWD** as required.
4. The certified payroll must be completely filled out by the contractor including, but not limited to:
 - i. **Contractor’s complete name**, including 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.

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

CERTIFIED PAYROLL

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



Contractor Name Alaska Strong Steel, Inc.		Contractor License No. 28888		Subcontractor		Address 782 Northridge Avenue, Anchorage, AK 99503		Project Name and Location Gold Creek Bridge Repair		Date Work Started 12-Dec-04		Est. Completion Date October-05	
907-555-1212		28888		1		35014		04/12-15/00		\$50,000.00			
Name, SSN, Permanent Domicile Address (NO P.O. BOX or RURAL ROUTES ACCEPTED) and Mailing Address (if different) for each employee Social Security numbers (SSN) MUST be included for all employees		Week Ending 18-Dec-04		Contracting Agency Project # 35014		Dept. Labor Project # 04/12-15/00		Contract Amount		DEDUCTIONS		Check No. Issued	
Joe H. Worker, SSN: 555-55-5555 316 Timber Lake Road Anchorage, AK 99515		Specific Work Class Code including certificate #'s for Electricians, Plumbers, Painters, Powermen, etc. (do not include truck license number)		Date of the Month		Day of the Week		PICA		FED WITH TAX		Net Amount Paid	
		S0301		S M T W T H F S		S M T W T H F S		106.28		259.21		1024.05	
		Classification: Carpenter		0.50 1.00		8.00 8.00 8.00 8.00 8.00 8.00		106.28		259.21		1024.05	
		Certificate #		OT				106.28		259.21		1024.05	
		Truck License #		ST									
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Figure 2: Alaska Dept. of Labor, Certified Payroll, Form 07-6058, Pg. 2

STATEMENT OF COMPLIANCE

CERTIFIED PAYROLL FORM 07-6058

Contractors & Subcontractors Please Note!!!

SSN MUST be listed for each employee on payroll

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

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

Region I,
North of N63°

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

Region II,
South of N63°

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

Region IIA, Southeast Alaska,
(From Yakutat south)

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

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

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

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

Date: 22-Dec-04

(2) That Alaska Strong Steel, Inc.

(Contractor / Subcontractor)

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

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

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

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

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

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

Alaska Strong Steel, Inc.

(Contractor / Subcontractor)

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

and;

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

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

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

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

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

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

have been or will be made to a union trust.

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

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

(d) Exceptions:

Exception (Craft)	Explanation
Remarks:	

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

Jane Doe

Signature (original signature required)

Jane Doe, President

Name & Title (print or type)

APPENDIX C

FORMS

CONTRACTOR RESPONSIBILITY QUESTIONNAIRE

PART 1 - INSTRUCTIONS

- 1.1 All Bidders/Proposers submitting a Bid/Proposal for federally funded contracts are to complete and submit all Parts of this Questionnaire with their Bid or Proposal. Failure to complete and return this questionnaire, any false statements, or failure to answer question when required, may render the bid/proposal non-responsive. All responses must be typewritten or printed in ink. All information must be legible.
- 1.2 Please state "not applicable" in questions clearly not applicable to Bidder/Proposer in connection with this solicitation. Do not omit any question.
- 1.3 The completed Questionnaire must be sworn to by a partner (if partnership), a duly authorized officer or individual (if a corporation or LLC), or a principal (if a sole proprietorship).
- 1.4 The term "Proposer" includes the term "Bidder" and also refers to the firm awarded the Contract. The term "Proposal" includes the term "Bid".
- 1.5 ARRC reserves the right to inquire further with respect to Proposer's responses; and Proposer consents to such further inquiry and agrees to furnish all relevant documents and information as requested by ARRC. Any response to this document prior or subsequent to Proposer's Proposal which is or may be construed as unfavorable to Proposer will not necessarily automatically result in a negative finding on the question of Proposer's responsibility or a decision to terminate the contract if it is awarded to Proposer.

PART 2 - IDENTITY OF PROPOSER

- 2.1 Proposer's Full Legal Name: _____
- 2.2 The Proposer represents that it operates as the following form of legal entity: (Check whichever applies and fill in any appropriate blanks.)
- an individual or sole proprietorship
 - a general partnership
 - a limited partnership
 - a joint venture consisting of: _____
and _____
(List all joint ventures on a separate sheet if this space is inadequate.)
 - a non-profit organization
 - a corporation organized or incorporated under the laws of the following state or country: _____ on the following date: _____
 - a limited liability company organized under the laws of the following state or country: _____ on the following date: _____
- 2.3 Proposer's federal taxpayer identification number: _____

2.4 Proposer's Alaska business license number: _____

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

2.6 Proposer's legal address: _____

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

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

Name: _____ Title: _____

Address: _____

Telephone Number: (____) _____ email: _____

2.8 How long has the Proposer been in business? _____

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

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

YES NO

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

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

PART 3 - CONTRACTING HISTORY

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

YES NO

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

YES NO

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

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

a) Been suspended, debarred, disqualified, or otherwise declared ineligible to bid?
YES NO

b) Failed to complete a contract for a public or private entity?
YES NO

c) Been denied a low-bid contract in spite of being the low bidder?
YES NO

d) Had a contract terminated for any reason, including default?
YES NO

e) Had liquidated damages assessed against it during or after completion of a contract?
YES NO

f) Been a defaulter, as principal, surety or otherwise?
YES NO

g) Been denied an award of a public contract based upon a finding by a public agency that your company was not a responsible contractor?
YES NO

h) A public entity requested or required enforcement of any of its rights under a surety agreement on the basis of your company's default or in lieu of declaring your company in default?
YES NO

i) Been denied a performance or payment bond by a surety company?
YES NO

j) Been required to pay back wages and/or penalties for failure to comply with state or federal prevailing wage or overtime laws?
YES NO

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

YES NO

3.5 Does Proposer have any present or anticipated commitments and/or contractual obligations that might impact its ability to meet the required delivery or performance requirements of this solicitation? If yes, on a separate sheet of paper describe any apparent conflicts as

between the requirements/commitments for this solicitation with respect to the use of Proposer's resources, such as management, technical expertise, financing, facilities, equipment, etc.

YES NO

PART 4 - CIVIL ACTIONS

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

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

YES NO

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

YES NO

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

YES NO

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

YES NO

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

YES NO

PART 5 - COMPLIANCE WITH LAWS AND OTHER REGULATIONS

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

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

YES NO

- b) Federal or state antitrust statutes, including price fixing collusion and bid rigging?
YES NO
- c) Embezzlement, theft, forgery, bribery, making false statements, submitting false information, receiving stolen property, or making false claims to any public agency?
YES NO
- d) Misrepresenting minority or disadvantaged business entity status with regard to itself or one of its subcontractors?
YES NO
- e) Non-compliance with the prevailing wage requirements of the State of Alaska or similar laws of any other state?
YES NO
- f) Violation of any law, regulation or agreement relating to a conflict of interest with respect to a government funded procurement?
YES NO
- g) Falsification, concealment, withholding and/or destruction of records relating to a public agreement or transaction?
YES NO
- h) Violation of a statutory or regulatory provision or requirement applicable to a public or private agreement or transaction?
YES NO
- i) Do any principals, officers or partners in Proposer's company have any felony charges pending against them that were filed either before, during, or after their employment with the Proposer?
YES NO

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

- a) Been cited for a violation of any labor law or regulation, including, but not limited to, child labor violations, failure to pay correct wages, failure to pay into a trust account, failure to remit or pay withheld taxes to tax authorities or unemployment insurance tax delinquencies?
YES NO
- b) Been cited and assessed penalties for an OSHA or Alaska/OSHA "serious violation"?
YES NO
- c) Been cited for a violation of federal, state or local environmental laws or regulations?
YES NO
- d) Failed to comply with Alaska corporate registration, federal, state or local licensing requirements?
YES NO
- e) Had its corporate status, business entity's license or any professional certification, suspended, revoked, or had otherwise been prohibited from doing business in the State of Alaska?
YES NO

PART 6 - FINANCIAL

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

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

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

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

6.2.2 NON-PUBLICLY TRADED COMPANIES WITH AUDITED OR REVIEWED FINANCIAL STATEMENTS: Statements, including balance sheet, statement of earnings and retained income, with footnotes, for the most recent three years **may be requested.**

NOTE: ARRC reserves the right to ask for additional documentation if it is reasonably required to make a determination of integrity and responsibility relevant to the goods or services the Proposer will provide to ARRC if awarded a contract. All financial information provided is considered confidential and not subject to public disclosure under Alaska law.

PART 7 - VERIFICATION AND ACKNOWLEDGMENT

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

STATE OF _____

COUNTY OF _____

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

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

Signature of Certifying Individual

Date

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

Signature of Notary
Notary Public in and for the State of _____

My Commission Expires: _____

NOTICE TO PROPOSERS

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

**ALASKA RAILROAD CORPORATION
CONSTRUCTION BID FORM of**

NAME _____

ADDRESS _____

7.2 To the CONTRACTING OFFICER, ALASKA RAILROAD CORPORATION:

In compliance with your Invitation to Bid Number, _____, dated _____, the Undersigned proposes to furnish and deliver all the materials and do all the work and labor required in the construction of _____, located at or near _____ according to the plans and specifications and for the amount and prices named herein as indicated on the Cost Schedule, which is made a part of this Bid.

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

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

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

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

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

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

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

_____	_____	_____	_____	_____	_____
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_____	_____	_____	_____	_____	_____
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7.3 NON-COLLUSION AFFIDAVIT

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

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

Signature

Name and Title of Person Signing

Telephone Number

Facsimile Number

Form 395-0121 (12/99)

SUBCONTRACTOR LIST
[First Tier Subcontractors Only]

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

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

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

Check as applicable: All work on the below-referenced project will be accomplished without subcontracts greater than ½ of 1% of the contract amount.

Or

Subcontractor List is as follows:

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

[CONTINUE SUBCONTRACTOR INFORMATION ON REVERSE]

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

COMPANY NAME

SIGNATURE BY AND FOR THE BIDDER

COMPANY ADDRESS

PRINTED NAME OF BIDDER

COMPANY ADDRESS

DATE OF BID

CONTACT PHONE NUMBER

CONTACT FAX NUMBER

**ALASKA RAILROAD CORPORATION
CONSTRUCTION CONTRACT**

Contract Number: _____

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

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

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

WITNESSETH: That the Contractor, for and in consideration of the payment or payments herein specified and agreed to by ARRC, hereby covenants and agrees to furnish and deliver all the materials and to do and perform all the work and labor required in the construction of the following project: **RFQ 23-59-211333 ARRC Fbks. Engine Shop Utilidor Repair** at the prices bid by the Contractor for the respective estimated quantities aggregating approximately the sum of: **Bid Amount dollars and zero/cents (\$_____)** for the Base Bid and such other items as are mentioned in the original Bid, which Bid and prices named, together with the Contract Documents (Invitation to Bid, Addenda & Contract) and Contractors Bid are made a part of this Contract and accepted as such, the project being situated the Alaska Railroad stations of Wolf and Curry, Alaska.

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

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

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

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

CONTRACTOR

Name of Contractor

Signature

Date

Name and Title

(Corporate Seal)

ALASKA RAILROAD CORPORATION

Contracting Officer (Signature)

Date

Typed or Print Name

Form 395-0122

APPENDIX D

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

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

APPENDIX E

SUPPLEMENTARY CONDITIONS

Unless noted otherwise herein, the 2020 edition of the Alaska Department of Transportation and Public Facilities **Standard Specifications for Highway Construction** shall be referenced as the **SSHC**. The aforementioned reference manual can be found at:

<http://dot.alaska.gov/stwddes/dcspsecs/assets/pdf/hwyspecs/sshc2020.pdf>

Any reference to any Section or Subsection of the Division 100 (e.g.: *Section 105, 109-1.02, etc.*) of the SSHC is null and void. Both the General and Supplementary Conditions adopted herein have replaced Division 100 of the SSHC in its entirety.

When referenced:

- **Owner's authorized representative:** shall be as described under General Condition Paragraph **Error! Reference source not found.**
- **Owner:** shall be as described under General Condition **Error! Reference source not found.**

In the event of a conflict between these Supplementary Conditions and the General Conditions (Construction) found in Appendix E herein, the General Conditions (Construction) will take precedence over these Supplementary Conditions, in accordance with General Condition Paragraph **Error! Reference source not found.**

7.4 SC-01 – Measurement and Payment

7.4.1 SC-01.01 General.

Wherever the Contract provides that certain work is subsidiary or it is without extra compensation, the payment for that work is included in the payment for other items of work, and no further or additional payment shall be made for that work.

When more than one type of material or work is specified for a pay item, the proposal line number, the item number, and the item description are used to differentiate the material or work.

Lump sum items will not be measured for payment. The Contractor shall accept the bid amount for a lump sum item as complete payment for all work necessary to complete that item. Quantities shown for lump sum items are approximate. No adjustment in the lump sum price will be made if the quantity furnished is more or less than the estimated quantity unless the Contract specifically states otherwise.

7.4.2 SC-01.02 Measurement of Quantities.

All work completed under the Contract will be measured using the U.S. Customary system of measure. The Owner's authorized representative may agree for purposes of making progress payments to use a method of measurement other than the methods described below. However, all final payments for quantities will be calculated using one or more of the methods of measurement described below and in the applicable pay item section. Unless otherwise specified, work will be measured as follows:

1. Acre (43,560 ft²). Horizontally, unless specified on the ground surface. No deductions will be made for individual fixtures with an area of 500 ft² or less.

2. Contingent Sum. Measured as specified in the Contract or Directive authorizing the work. The method of payment may include: (1) a lump sum basis, (2) a price multiplied by the units of work performed, (3) a pay adjustment based on the quality of work, or (4) a deduction from the contract amount.
3. Cubic Yard (yd³). At the location specified using method a, below. Methods b through e may be used with written approval of the Owner's authorized representative.
 - a. Average End Area. End area is the calculated area between original ground cross section and either the design cross section or at the Owner's authorized representative's discretion the final cross section. Volume of material is calculated using the average of end areas multiplied by the distance along centerline between end areas. In extreme cases where most of the earthwork lies along a single horizontal curve the Owner's authorized representative may compute volume using the average of end areas multiplied by the distance along centroid of cross section between end areas.
 - b. Three-Dimensional. Where it is impractical to measure material by cross sectioning due to erratic location of isolated deposits, acceptable methods involving three-dimensional measurements may be used.
 - c. Neat Line. Structures will be measured according to neat lines shown on the Plans or as altered to fit field conditions.
 - d. Nominal. Volume calculated as nominal width times nominal thickness times the average length of each piece.
 - e. Weight. With the Owner's authorized representative's written approval, material that is specified to be measured by volume may be weighed and converted to volume for payment purposes. The Owner's authorized representative will determine the appropriate conversion factors. When liquid asphalt is a pay item, ASTM D4311 will be used to convert from weight to volume at 60 °F.
4. Cubic Yard Vehicle Measure (CYVM). Material measured by volume in the hauling vehicle will be measured at the point of delivery. Vehicles may be of any acceptable size or type provided that the volume of the actual contents may be readily and accurately determined. Vehicles shall be loaded to the measured vehicle volume. If vehicles are not loaded to the measured vehicle volume, the Owner's authorized representative at their discretion, may apply a percentage of full factor to the measured volume. Loads shall be leveled when directed. No payment will be made for loads that exceed the legal capacity of the vehicle.
5. Linear Foot (LF). From end to end, in place, parallel to the centerline of the item or ground surface on which the items are placed.
6. Thousand Feet Board Measure (MBM). Nominal volume based on nominal widths and thickness times actual extreme length of each piece. One thousand feet board measure = 1,000 ft² (x) 1 inch thick.
7. Thousand Gallon (MGal). By using method a, below. Methods b or c may be used with written approval of the Owner's authorized representative.
 - a. Measured or calibrated volume tank;
 - b. Metered volume, using a certified calibrated meter; or
 - c. Weighed under this Subsection and converted to volume, using a specified or approved conversion factor.
8. Mile. From end to end, measured horizontally along centerline.

9. Pound (LB). Using a certified scale or the net weight of packaged material as labeled by the manufacturer. The Owner's authorized representative will accept nominal weights for standard manufactured items, unless otherwise specified. The Owner's authorized representative will accept industry-established manufacturing tolerances, unless otherwise specified.
10. Square Foot (ft²). Parallel to the surface being measured. No deductions will be made for individual fixtures with an area of 1 ft² or less. Transverse measurement for area computations will be the neat dimensions shown on the Plans or as directed by the Owner's authorized representative.
11. Square Yard (yd²). Parallel to the surface being measured. No deductions will be made for individual fixtures with an area of 1 yd² or less. Transverse measurement for area computations will be the neat dimensions shown on the Plans or as directed by the Owner's authorized representative.
12. Station (100 feet). Horizontally, parallel to centerline.
13. Ton (2,000 pounds). By using method a. or c., below. Method b. may be used with written approval of the Owner's authorized representative.
 - a. Commercial Weighing System. Permanently installed and certified commercial scale that meets the requirements for the project weighing system.
 - b. Invoices. Supplier's invoice with net weight or volume converted to weight for bulk material that is shipped by truck or rail and is not passed through a mixing plant. Periodic check weighing may be required. Net certified weights or volumes of asphalt materials are subject to correction for temperature and foaming. All materials are subject to correction for material that is lost, wasted, or otherwise not incorporated into the work, for computing quantities.
 - c. Project Weighing System. Approved automatic digital scale and scale house. All scales are subject to approval according to the Weights and Measures Act, AS 45.75.

Spring balances and belt conveyor scales shall not be used to determine pay weight.

The Contractor may use proportioning (batch) scales for weighing material for payment when the batching equipment includes an approved and certified automatic weighing, cycling, and monitoring system.

Weigh scales used with a storage silo may be used to weigh the final product for payment, provided the scales are approved and certified.

Vehicle scales shall be maintained with the platform level and rigid bulkheads at each end. The platform must be long enough to permit simultaneous weighing of the hauling vehicle including coupled vehicles, in a single draft. Double draft weighing is not allowed.

(1) Scale Requirements. The Contractor shall:

- (a) Ensure that vehicle scale(s) are installed and maintained to the standards listed in the National Institute of Standards and Technology (NIST), Handbook 44, Specifications, Tolerances and other Technical Requirements for Commercial Weighing and Measuring Devices, as adopted by AS 45.75.050(d);
- (b) Contact the Division of Measurement Standards/Commercial Vehicle Enforcement (MSCVE) to coordinate scale inspections before use, at required intervals or as directed by the Owner's authorized representative and for clarification or possible exceptions to this section;

- (c) Ensure that a weatherproof housing is provided to protect the scale indicating/recording equipment and allows the scale operator convenient access to the weigh indicator, scale computer, ticket printer, and sequential printer;
- (d) Use competent personnel to operate the scale system;
- (e) Furnish and maintain on-site, NIST Class-F cast iron test weights in denominations of 500 lb and/or 1000 lb. The required minimum for vehicle scales is 4000 lb; the required minimum for hopper scales is 2000 lb. Test weights shall have a recognized calibration certificate on file which is dated no more than two years from date of Notice to Proceed. Test weights will be used as directed by the Owner's authorized representative or MSCVE for initial accuracy calibration testing and may be used for subsequent scale testing or inspection. Projects accessible by direct road access from the communities identified on the dot.alaska.gov/mscve website, 5 days before bid opening, are exempt from the requirement to furnish and maintain on-site test weights;
- (f) Provide the following information on any scale used to weigh materials for payment:
 - (i) Owner of the scales and scale locations;
 - (ii) Manufacturer's name, model serial number, maximum capacity, and type of scales (single beam, double beam, self-reading, etc.)
 - (iii) Date(s) the scales were installed and/or adjusted;
 - (iv) Scale service company inspections and accuracy checks (attach copy);
 - (v) Division of Measurement Standards inspections and accuracy checks (attach copy); and
 - (vi) Time and dates of notification of any malfunctions.

(2) Electronic Computerized Weighing System. The Contractor shall use an electronic computerized weighing system (ECWS) with the following minimum capabilities:

- (a) Computer. A computer with a self-reading scale system that includes the scale load cell, a sealed direct reading weight indicator, scale computer, ticket printer, and sequential printer, and that can record a complete shift's transaction in an electronic format approved by the Owner's authorized representative.

The computer must store project numbers, all pay item descriptions for multiple projects and products that are weighed, and the following information for each hauling vehicle used on the project:

- i. Vehicle identification number marked on the vehicle;
- ii. Tare weight; and
- iii. Maximum allowable gross vehicle weight (MAVW).

During weighing operations, the ECWS must compare each vehicle's gross weight to its MAVW. If the vehicle exceeds its MAVW, the system must alert the scale operator that an "overload" exists. The system must not issue a ticket for an overload.

The computer must have a battery backup and protection for power surges or brown outs. The computer system must retain all stored data during a power outage and must operate during a power outage to allow the scale operator to shut down the hard drive without losing information.

- (b) Tickets. The ECWS must have a ticket printer that prints a legible, serially numbered weigh ticket for the Owner's authorized representative with the following information on each ticket in the order listed:

- i. Project number;
- ii. Item number and description;
- iii. Date weighed;
- iv. Time weighed;
- v. Ticket number;
- vi. Vehicle Identification Number;
- vii. Maximum allowable gross vehicle weight;
- viii. Gross weight;
- ix. Tare weight;
- x. Net weight;
- xi. Subtotal item net weight for each haul unit since start of shift; and
- xii. Accumulated item net weight for all haul units since start of shift.

Tickets must show all weights in pounds in accordance to NIST Handbook 44, and in tons reported to two decimal places.

After printing, the weigh ticket must automatically advance to a perforation so it can be torn off and handed to the driver. Each ticket shall be initialed by the scale operator before handoff to the driver.

- (c) Sequential Printer. A sequential printer that prints out all transactions (keystrokes) made by the computer concurrently with the ticket printer. For permanent commercial scales, the printer may print at the end of the company's daily shift with the Owner's authorized representative's approval. The printer must print all scales transactions including tares, voided tickets, and data changes made by the scale operator. The printer must allow for advancing the paper manually so that the scale operator can write notes on the paper when special situations occur, such as voided tickets, incorrect vehicle identification number used, etc. The scale operator shall also note these special situations in the Scales Diary.

The sequential printout shall be submitted to the Owner's authorized representative at the end of each shift.

- (d) Data Files. Submit electronic data files to the Owner's authorized representative at the end of each shift, with all ticket information produced during the shift recorded. These Data files must be complete and correct without conversion or manipulation.

- (e) Scale Diary. The scale operator shall keep a Scale Diary in an electronic format acceptable to the Owner's authorized representative. The scale operator shall complete the Scale Diary with the following information: dates of action, type of material, source, time the scale opened and time the scale closed, times of scale balance, ticket sequence, time the haul for each material started and stopped, voided ticket numbers, vehicle identification numbers, times of tare and tare weights, and the scale operator's signature. The Scale Diary shall include the following information on any scale used to weigh materials for payment:

- i. Owner of the scales and scale locations;
- ii. Manufacturer's name, model serial number, maximum capacity, and type of scales (single beam, double beam, self-reading, etc.);
- iii. Date(s) the scales were installed and/or adjusted;
- iv. Scale service company inspections and accuracy checks (attach copy);
- v. Division of Measurement Standards inspections and accuracy checks (attach copy); and
- vi. Time and dates of notification of any malfunctions.

The Scale Diary shall be given to the Owner's authorized representative at the end of each shift. The Scale Diary is the property of the Owner.

- (3) Weighing Procedures The scale operator shall tare hauling vehicles and record tare weights at least once daily; perform additional tares and record additional tare weights as directed by the Owner's authorized representative; perform tares in the presence of the Owner's authorized representative when requested; and ensure that each hauling truck displays a unique, legible identification mark.

The Owner's authorized representative will calculate the MAVW for each vehicle and list all vehicles and their MAVW(s) in the scale house. The MAVW is either the maximum allowable legal weight determined by the Owner's authorized representative when the Contractor cannot haul overloads, or the manufacturer's recommended maximum allowable gross vehicle weight as certified by the Contractor when vehicles are allowed to haul overloads. Only MAVWs that the Owner's authorized representative has provided in writing shall be used. Tickets may not be issued to a vehicle until the Owner's authorized representative provides the MAVW.

No payment will be made for any material weighed without using the ECWS, unless the Contractor obtains the Owner's authorized representative's prior written authorization. If the ECWS malfunctions or breaks down, weights shall be manually weighed and recorded for up to 48 hours as directed by the Owner's authorized representative. The manual weighing operation shall meet all other Contract requirements.

The system must generate a report either during or at the end of the day or shift that summarizes the number of loads and total net weight for each date, project, and product. The scale operator shall submit the original report to the Owner's authorized representative at the end of each shift.

No payment for any hauled material on a given date will be made until the following are delivered to the Owner's authorized representative:

- (a) Sequential printout;
- (b) Daily data; and
- (c) Scale Diary.

The Contractor will not receive payment for any material hauled in a vehicle that does not conform to the requirements of this Supplementary Condition. The Contractor shall dump material from non-conforming vehicles until they conform, then reweigh the vehicles.

When a weighing device indicates less than true weight, the Contractor will not receive additional payment for material previously weighed and recorded. When a weighing device indicates more than true weight, all material received after the last previously correct weighing accuracy test will be reduced by the percentage of error that exceeds 0.5 percent.

If the Owner's authorized representative incurs extra construction engineering expenses from checking non-machine data entries or other data irregularities, the total value of those expenses will be deducted from the value of the Contract item before payment.

The Contractor shall accept natural variations in the specific gravity of aggregates, without adjustment in Contract unit price.

7.4.3 SC-01.03 Scope of Payment.

The Owner will make payment at the Contract price or prices for each item shown on the bid schedule or

as modified by change order with specified price adjustments. The Contractor shall accept the Contract prices as full and complete payment for (a) furnishing all equipment, materials, tools, and labor necessary to complete the work in a complete and acceptable manner, and for (b) all of the Contractor's risk, loss, damage, or expense of whatever character arising from or relating to the work and performance of the work.

7.5 SC-02 – Lump Sum Pay Items

For lump sum pay items that are not broken down for payment in accordance with a SSHC Subsection, the Contractor is to provide a lump sum breakdown for review and approval by the Owner. Prior to the Contractor's first application for payment that includes progress under such an item, the Contractor is to submit a lump sum breakdown for approval based upon the phases and/or segments of work outlined therein.

APPENDIX F

STATEMENT OF SERVICES

7.6 Fairbanks Utilidor Cover Repair – BASE BID ITEMS:

Work to be completed under this contract includes, but is not limited to; excavation, removal of pavement, concrete, asphalt, installation of steel plate, construction survey and as-built record drawings.

7.6.1 Item No. 1 (640.0001.001) – Mobilization and Demobilization

Work includes all equipment, materials, supervision, and labor required to perform work and operations necessary to move personnel, equipment, supplies and incidentals to the project site; establish offices, buildings, and other facilities, except those provided by the Owner, perform other work and operations and pay costs incurred, before beginning construction; complete similar demobilization activities; and furnish required submittals such as as-built (record) drawings, certificates, daily reports, payrolls, civil rights reports, and equipment/work warranties as specified. The Owner does not anticipate at this time providing the Contractor with utilities or support facilities. Therefore, the Contractor shall anticipate providing their own utility and support facilities necessary to complete the work and/or provide for their employees. Contractor must comply with the Alaska Department of Labor and Workforce Development requirements as noted herein.

Method of Measurement: (Lump Sum). Compensation shall be paid for at the agreed upon lump sum price and in accordance with SSHC Section 640, and Supplementary Condition **SC-02 – Lump Sum Pay Items**.

7.6.2 Item No. 2 (203.0003.001) – Unclassified Excavation

Work includes all equipment, materials, supervision, and labor required to excavate, haul, place, and compact or dispose of specified material necessary to construct the project. Conform to the lines, grades, depths and typical cross sections shown on the Plans or as established. All material within the projects limits to be removed shall be designated as unclassified material. Reuse of the unclassified material is permitted if the Contractor can classify the material through a third-party testing firm. At the direction of the Owner, limited amounts of excavated material may be stockpiled on site to restrict public access following project completion. Unclassified material is to be defined per SSHC Subsection 203-2.01.1. Construction activities under this item shall be in accordance with SSHC Subsection 203-3.01, 203-3.03, and 203-3.05.

Material Usage: Only Unclassified Material will be used as backfill unless given direction by an ARRC's Project Manager, or its designated representative(s).

Method of Measurement: (Cubic Yard). Compensation shall be paid for at the agreed upon unit price in accordance with SSHC Section 203 and Supplementary Conditions **SC-01 – Measurement and Payment**; with the cubic yard volume computed in accordance with Supplementary Condition **SC-01.02 Measurement of Quantities**. Paragraph 3(b) "Three-dimensional."

7.6.3 Item No. 3 (202.0002.001) – Removal of Pavement

Work includes all equipment, materials, labor, and supervision required to remove and dispose of existing pavement not designated to remain. Backfill the resulting trenches, holes and pits in accordance with Section 202 of the SSHC. The Contractor is responsible for disposing of the materials in a Contractor-furnished waste disposal site in accordance with all federal, local, state, and tribal regulations. Removal and disposal shall be completed before Substantial Completion.

Method of Measurement: (Lump Sum). Compensation shall be paid for at the agreed upon lump sum price and in accordance with SSHC Section 503, and Supplementary Condition **SC-02 – Lump Sum Pay Items**.

7.6.4 Item No. 4.1 (503.0001.001) – Reinforcing Steel

Work includes all equipment, materials, labor, and supervision required to furnish and place reinforcing steel for reinforced concrete structures. In accordance with Section 503. Fabricate reinforcing steel to the size and dimension shown on the Plans. Reinforcing steel dimensions shown are out-to-out of bar, unless otherwise noted. Meet fabrication tolerances in ACI 117, Section 2.1. Weld reinforcing steel according to AWS D1.4. and meet the Qualifications and Submissions requirements of 503-3.05.3.b.

Place reinforcing steel in the position as shown on the Plans. Secure the reinforcing steel to prevent movement during concrete placement. Do not place bars in addition to those shown on the Plans without prior approval of the Engineer. Do not place bars of different size, material, or grade without prior approval of the Engineer. Space reinforcing steel evenly unless noted otherwise. Provide 2 inches of concrete clear cover, measured from the surface of the reinforcing steel to the outside surface of the concrete, unless noted otherwise. Do not place bars on layers of fresh concrete or adjust bars while placing concrete.

Method of Measurement: (Lump Sum). Compensation shall be paid for at the agreed upon lump sum price and in accordance with SSHC Section 503, and Supplementary Condition **SC-02 – Lump Sum Pay Items**.

7.6.5 Item No. 4.2 (503.0003.001) – Drill and Bond Dowels

Work includes all equipment, materials, supervision, and labor required to fabricate, furnish, and install steel dowel bars into precast concrete as indicated on the Drawings, in accordance with SSHC Sections 503.

Dowels shall be No. 5 deformed uncoated reinforcing steel in accordance with ASTM A706, Grade 60. Epoxy grout for anchoring dowels shall be in accordance with SSHC Section 712-2.21. Provide proposed epoxy grout material specifications to be used to the Owner for review and approval prior to procurement.

Holes shall be drilled and cleaned per the grout manufacturer's recommendations in the locations shown on the Drawings.

Method of Measurement: (Each). Compensation shall be paid for at the agreed upon contract unit price per dowel, complete in place in accordance with SSHC Section 503-4.01; and Supplementary Conditions SC-01 – Measurement and Payment

7.6.6 Item No. 5 (504.0001.001) – Structural Steel

Work includes all equipment, materials, labor, and supervision required to Furnish, fabricate, erect, and coat structural metals shown on the Plans, including structural steel of all grades, bolts and fasteners, stud shear connectors, welding, special and alloy steels, metallic electrodes, steel forgings and castings, and iron castings in accordance with Section. Furnish, fabricate, and install incidental metal construction and elastomeric material not otherwise provided for, according to the Contract.

Method of Measurement: (Lump Sum). Compensation shall be paid for at the agreed upon lump sum price and in accordance with SSHC Section 504, and Supplementary Condition SC-02 – Lump Sum Pay Items.

7.6.7 Item No. 6 (301.0002.001) – Aggregate Base Course, Grading D-1

Work includes all equipment, materials, supervision, and labor required to construct an aggregate base course on an approved foundation, as shown in the Plans using Contractor furnished aggregate in accordance with Section 301. The Contractor shall submit a Standard Proctor and gradation for the material it proposes to use that is within one (1) year of the Contract award year and from a reputable third party testing firm, for approval by ARRC. Material is to be placed in accordance with subsection 301-3.01 in 8-inch maximum un-compacted lifts and shaped and compacted in accordance with subsection 301-3.03. Material placed as a base course shall be compacted to a density of not less than 98 percent of the maximum density with moisture and density control. Acceptance densities will be determined by via the Alaska Test Method (ATM) Manual procedures ATM 213 and ATM 214. The Contractor shall supply quality control testing in accordance with testing and acceptance from a reputable third party testing agency.

Method of Measurement: (Ton). Compensation shall be paid for at the agreed upon unit price in accordance with SSHC Sections 301: and Supplementary Conditions SC-01 – Measurement and Payment and SC-01.02 Measurement of Quantities. Paragraph 13 “Ton (2,000 pounds)”.

7.6.8 Item No. 7 (501.0001.001) – Class A Concrete

Work includes all equipment, materials, supervision, and labor required to place Class A concrete to the lines and grades indicated on the Plans; and in accordance with the Plans, SSHC Section 501, and the latest revision of American Concrete Institute (ACI)’s Guide to Cold Weather Concreting - ACI 306. Prepare the site in accordance with SSHC subsection 501-3.04, place concrete in accordance with SSHC subsection 501-3.05, and consolidate placed concrete in accordance with SSHC subsection 501-3.06. Finish concrete in accordance with SSHC subsection 501-3.07.

Method of Measurement: (Lump Sum). Compensation shall be paid for at the agreed upon lump sum price and in accordance with SSHC Section 501, and Supplementary Condition SC-02 – Lump Sum Pay Items

7.6.9 Item No. 8 (401.0001.001) – Hot Mix Asphalt, Type 2, Class A

Construct one or more courses of plant-produced Hot Mix Asphalt (HMA) pavement on an approved surface, to the lines, grades, and depths shown on the Plans in accordance with SSHC Section 401. Provide a job mix design meeting the requirements set forth in SSHC Subsection 401-2.09 using aggregates conforming to SSHC Subsection 703-2.04, asphalt binder conforming to SSHC Subsection 702-2.01, and joint products conforming to SSHC Subsections 702-2.05 and 702-2.06.

HMA shall be placed in lifts no greater than three (3) inches once compacted and no less than two (2) inches un-compacted. STE-1 Asphalt for Tack Coat (or approved equal) conforming to SSHC Subsection 702-2.03.2 shall be applied to all hardened non-aggregate surfaces (which are to be paved over or against) no more than four (4) hours prior to the placement of HMA and in accordance with SSHC Section 402. All HMA placed shall be compacted, using mechanical equipment appropriately sized for the task at hand, until there is no further evidence of consolidation and to the satisfaction of the Owner or its designated representative.

For joints that are not hot lapped (meeting the minimum requirements set forth in SSHC Section 401) in the field, apply joint adhesive to all vertical joints prior to the placement of new HMA.

The Contractor shall adhere to the limitations noted in SSHC Subsection 401-3.03 for the placement of HMA materials for this project.

Method of Measurement: (Ton). Compensation shall be paid for at the agreed upon unit price in accordance with SSHC Sections 611: and Supplementary Conditions SC-01 – Measurement and Payment and SC-01.02 Measurement of Quantities. Paragraph 13 “Ton (2,000 pounds)”.

7.7 Fairbanks Utilidor Cover Repair – ADDITIVE ALTERNATE BID ITEMS:

Work to be completed under this contract includes, but is not limited to; the replacement of Aggregate Base Course, Grading D-1 (Item No. 6) on a cubic yard by cubic yard basis in areas where compaction in accordance with the Contract Documents cannot be achieved; and the replacement of the HMA pavement driving surface with Class P concrete in its entirety, which may reduce the quantity of material required for Pay Item No. 6.

7.7.1 Item No. A-1 (205.0005.001) – Controlled Low-Strength Material (CLSM)

Work includes all equipment, materials, supervision, and labor required to furnish and place a Controlled Low-Strength Material conforming to American Concrete Institute (ACI) 229R-99 “Controlled Low-Strength Materials” with a minimum compressive strength of 300 psi and a maximum compressive strength not exceeding 1,200psi. Contractor is to submit a job mix design to the Owner for approval prior to placement of any materials that are to be incorporated into the project in accordance with both ACI 229R-99 and SSHC Subsection 501-2.02. Materials utilized for CLSM products shall conform to SSHC Subsections 712- 2.22.

Prior to the placement of CLSM, ensure that the area has been prepared in accordance with SSHC Subsection 501-3.04. Once the excavation is open, no water shall be allowed to stand on the subgrade. Contractor is required to cover the excavation as required and ensure that surface drainage flows away from the excavation whilst the excavation remains open.

Batch, place, and finish CLSM to within the limits outlined in the Plans in accordance with ACI 229R-99 and SSHC Subsection 501-3.05. Contractor is to perform Quality Control testing as specified within ACI 229R-22 and at a frequency of no less than once per half day’s pour (one (1) strength samples. Furthermore, the Contractor shall be responsible for the protection of the CLSM from construction equipment and work activities until the crossing panels are set in place.

Do not apply loads to the CLSM until the compressive strength reaches a minimum of 50 psi.

Method of Measurement: (Cubic Yard). Compensation shall be paid for at the agreed upon unit price in accordance with SSHC Sections 611 and 642: and Supplementary Condition **SC-01 – Measurement and Payment**; with the cubic yard volume computed in accordance with Supplementary Condition **SC-01.02 Measurement of Quantities**. Paragraph 3(b) “*Three-dimensional.*”, and SSHC Sections 205 and 501. Contractor is to supply copies of the tickets from the supplier meeting the requirements set forth in SSHC Subsection 501-3.03.3 “Batch Tickets”. In the event the calculated volume is greater than the summation of the volumes recorded on the batch tickets, the volume calculated from said tickets will be used.

7.7.2 Item No. A-2 (501.0001.002) – Class P Concrete

Work includes all equipment, materials, supervision, and labor required to place Class P concrete to the lines and grades indicated on the Plans; and in accordance with the Plans, SSHC Section 501, and the latest revision of American Concrete Institute (ACI)’s Guide to Cold Weather Concreting - ACI 306. Inclusive to this Work is the provision the Contractor’s proposed structural section to include, at a minimum, the proposed depth of the concrete and reinforcing steel placement plan (bar size, quantity, and layout.)

Prepare the site in accordance with SSHC subsection 501-3.04 upon an improved foundation. The

improved foundation is to be constructed in accordance with Pay Item No. 6 (SSHC Section 301). If the in-situ material is to be utilized, the Contractor is to provide a gradation and a proctor for the material prior that meets the requirements set forth in the aforementioned Pay Item. All material (placed or in-situ) is to be compacted to a density of not less than 98 percent of the maximum density with moisture and density control.

Upon approval of the Contractor's proposed structural section and the foundation beneath it, the Contractor may place reinforcing steel in accordance with Pay Item No. 4 (SSHC Section 503). Place concrete in accordance with SSHC subsection 501-3.05, and consolidate placed concrete in accordance with SSHC subsection 501-3.06. Finish concrete in accordance with SSHC subsection 501-3.07.

Class P concrete, with a minimum 28-day compressive strength of 6,000psi.

Method of Measurement: (Lump Sum). Compensation shall be paid for at the agreed upon lump sum price and in accordance with SSHC Section 501, and Supplementary Condition SC-02 – Lump Sum Pay Items.

APPENDIX G

SPECIAL CONDITIONS

Work shall be completed in accordance with the project drawings, these supplemental specifications, and the suggested installation procedures as provided by the manufacturer. In the event of technical specification conflicts, the project drawings shall control, unless otherwise noted herein.

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

ARRC Coordination: The Contractor must coordinate with ARRC's Project Manager, or its designated representative(s), and ARRC's Transportation Operations Manager for daily operations, access to the physical project site and for the delineation of the Contractor equipment staging area(s). Coordination with the ARRC and its on-site representative will be paramount to the successful execution of the Work as the coordination of access to the site and scheduling track outages is critical to the completion of the Work.

Quality Control: The Contractor shall be responsible for controlling the quality of the construction and all of the required materials that are not furnished by the Owner. The work noted herein requires documentation of conformance with material and installation specifications. Material documentation shall be furnished to the Owner prior to placement or use of the Contractor provided materials on-site. Installation quality documentation shall be furnished to the Owner prior to any request for payment. Contractor is to supply quality control procedures for approval fifteen (15) days prior to commencing field work that is in compliance with the ARRC's installation requirements noted herein and on the Plans.

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. Daily reports shall contain, at a minimum, the followings items:

1. A detailed 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. Actual weather information during the day.
5. A list of all visitors to the site and the purpose of their visit.
6. A minimum of four (4) high resolution photos portraying the day's Work activities with descriptions of each photo. Photos are to be neatly embedded in the last page of the report.
7. Additional photos and/or videos of the Work activity and site conditions are encouraged and should be attached to the report.

A sample daily report is provided herein for reference. Alternatively, the Contractor may submit their proposed format to the Owner for review and approval prior to implementation.

Welding: All welding performed under this Contract is to comply with all applicable provisions of the most current version of the American Welding Society (AWS) D1.5 Bridge Welding Code. Where AWS D1.5 is not applicable, welding is to be performed in accordance with AWS D1.1 Structural Welding Code - Steel. Prior to commencing welding activities, the Contractor is to

submit all welding procedures, in accordance with either AWS D1.1 or D1.5 that it intends to use for the work specified within the Contract Documents. Additionally, submit welder certificates that include a statement that specifically certifies that each proposed welder has been qualified as specified in the applicable AWS for the particular process or processes that said welder will perform under this Contract. With each proposed welder's certificate(s), the Contractor shall also specifically certify that said welder's qualifications remain in effect in accordance with AWS and provide evidence that the proposed individual has satisfactorily passed the AWS qualification tests for the welding processes submitted and, if pertinent, has undergone recertification.

When welding materials with galvanic coatings, the galvanizing within one (1) inch of the weld shall be removed, and repaired, in accordance with the Contract Documents. Welding through galvanic coatings is not permitted.

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

CPM Scheduling

Work includes all equipment, materials, supervision, and labor required to provide and maintain a CPM Schedule in accordance with the below requirements.

Substantial Completion:

Substantial completion is the point at which the Work, in the opinion of the Owner as evidenced by the Owner's written notice, is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be safely and effectively used by the Owner, for the purposes for which it is intended, without further delays, disruption, or other impediments. The terms "Substantially Complete" and "Substantially Completed" as applied to any Work refer to Substantial Completion thereof.

Substantial Completion: Substantial Completion shall be on or before **11/15/2023**, unless accepted and agreed upon otherwise by the Owner.

Final Completion: Final Completion of all work shall be on or before **12/1/2023**.

Construction Phasing Plan: Submit a Construction Phasing Plan for approval no less than five (5) working days prior to the pre-construction meeting. The plan shall detail how the Contractor plans to address each phase or segment of the project within the constraints outlined herein and on the Plans. Note that additional phasing plans shall be required to be submitted with each Contractor requested track outage. The Contractor may elect to use their CPM schedule for their Construction Phasing Plan if the CPM's quality and level of detail is sufficient and acceptable to the Owner.

Liquidated Damages: If the Owner and the Contractor cannot agree on amenable terms of an extension, then liquidated damages will be deducted from the Contractor for each calendar day that the work is not substantially complete after the expiration of the Contract time or the completion date has passed, the Owner shall deduct the full daily charge corresponding to the original Contract amount of \$4,500.00 per day beyond the final completion date agreed to by Contract.

Additionally, any charges or fees associated with the delay of trains or any incoming/outgoing vessel, to include any delays compounded by the initial delay, may be withheld at an amount equal to the charges or fees from payment due the Contractor, in accordance with General Condition **Error! Reference source not found.** The Owner will not release performance bonds

until any and all liquidated damages assessed under this Contract are paid to the Owner and all stipulations associated with said damages are satisfied.

As-Built Record Drawings and Specifications

Work includes all equipment, materials, supervision, and labor required to provide project administration, management, record keeping, and work relating to maintaining project record documents for project closeout.

Submit all project record documents prior to application for final payment. Complete payment will not be made to the Contractor unless accurate and complete closeout submittals are received as specified.

Record documents shall be maintained in accordance with this section of the Contract.

Contractor shall maintain one record copy of:

- a. Contract drawings: Legibly mark in ink or indelible pencil, or a record of actual construction including the following information; location of internal utilities and appurtenances concealed in construction referenced to visible and accessible feature of structure, field changes of dimensions and details, changes made by change order or Owner's instructions, and details not on original contract drawings.
- b. Specifications: Mark up each section to record Manufacturer, model, catalog number, and supplier of each product and item of equipment actually installed as well as other matters not originally specified.
- c. Addenda: Provide markups to all addenda, similar to other Contract drawings and specifications.
- d. Change orders and other modifications to the Contract.
- e. Reviewed shop drawings, product data and samples: After review, legibly annotate the shop drawings, product data, and samples to clearly specify what is included in the work.
- f. Field test records.
- g. Inspection certificates.
- h. Manufacturer's certificates.

APPENDIX H

COST SCHEDULE

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

DESCRIPTION Provide utilidor repair in accordance with the Terms, Conditions, Scope of Work, Specifications, and drawings.

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 additives firm for a period of thirty (30) days from the date of bid opening. Award is contingent on the availability of ARRC funds.

BASE BID ITEMS					
Item No.	Item Description	Unit	Quantity ²	Unit Bid Price	Amount Bid
1	Mobilization and Demobilization (640.0001.001)	Lump Sum	1		
2	Unclassified Excavation (203.0003.001)	CY	3		
3	Removal of Pavement (202.0002.001)	Lump Sum	1		
4.1	Reinforcing Steel (503.0001.001)	Lump Sum	1		
4.2	Drill and Bond Dowels (503.0003.001)	EACH	16		
5	Structural Steel (504.0001.001)	Lump Sum	1		
6	Aggregate Base Course, Grading D-1 (301.0002.001)	CY	75		
7	Class A Concrete (501.0001.001)	Lump Sum	1		
8	Hot Mix Asphalt, Type 2, Class A (401.0001.001)	Ton	5		
Total Base Bid :					

ADDITIVE ALTERNATE BID ITEMS ¹					
Item No.	Item Description	Unit	Quantity ²	Unit Bid Price	Amount Bid
A-1 ⁽³⁾	Controlled Low-Strength Material (CLSM) (205.0005.001)	CY	20		
A-2 ⁽⁴⁾	Class P Concrete (501.0001.002)	LS	1		
Total Additive Alternate Bid :					

NON-COLLUSION AFFIDAVIT

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

COMPANY NAME

BY AND FOR THE BIDDER

COMPANY ADDRESS

PRINTED NAME OF BIDDER

CITY, STATE, ZIP CODE

DATE OF BID

CONTACT PHONE NUMBER

CONTACT E-MAIL