



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

June 25, 2021

## **Invitation to Bid**

**#21-21-310140**

### **Fabrication and Supply of 125' Through Plate Girder Superstructures**

#### **Cover Sheet**

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

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

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

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

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

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

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

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

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

THIS IS NOT AN ORDER

INVITATION NUMBER: 21-21-310140

DATE OF INVITATION: June 25, 2021

SEALED BIDS WILL BE RECEIVED AT:

Alaska Railroad Corporation  
327 West Ship Creek,  
Anchorage, Alaska 99501

UNTIL 3:00pm AKST ON **July 20, 2021**, AT THAT  
TIME BIDS WILL BE PUBLICLY OPENED.

### **Fabrication and Supply of 125' Through Plate Girder Superstructures**

The Alaska Railroad Corporation ("ARRC") is soliciting bids from interested parties to supply the material as specified herein. Interested parties are invited to submit a bid to supply said items to ARRC. Bids must be submitted on the bid form contained herein and must be mailed or delivered to the above address. Bids received via facsimile transmission will be considered non-responsive. The bid shall be in a sealed envelope with the bid number 21-21-310140 clearly printed on the face of the envelope. Bids must be complete and in U.S. dollars. See instructions and conditions enclosed herein.

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

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

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

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

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

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

**Important:** Work associated with this bid may be funded in part by funds from the Federal Transit Administration (“FTA”), an operating administration of the United States Department of Transportation; and the Alaska Railroad Corporation (ARRC). This solicitation package contains some provisions that are designated as applicable to FTA, and ARRC funded projects, mixed funding. See **APPENDIX J**.

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



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

Please direct all responses and/or questions concerning this invitation to bid to Greg Goemer, Alaska Railroad Corporation, Supply Management, 327 W. Ship Creek Avenue, Anchorage, AK 99501, telephone number 907-265-2593, email address [GoemerG@akrr.com](mailto:GoemerG@akrr.com). Questions must be submitted in written form prior to July 15th. Questions submitted after that date will not be accepted.

Sincerely,

Greg Goemer  
Sr. Contract Administrator  
Alaska Railroad Corporation

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## Required Documents

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

1. Supply Bid Form: **APPENDIX D**
2. Cost Schedule: **APPENDIX H**
3. Contractors Responsibility Questionnaire: **APPENDIX I**
4. Federal Requirements: **APPENDIX J:**
  22. FTA BUY AMERICA REQUIREMENTS-49 USC §5323(j); 49 CFR Part 661
  25. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING-31 USC 1352, 49 CFR Part 20

### **POST AWARD DOCUMENTATION:**

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

## **APPENDIX A**

### **Minimum Qualifications**

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

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

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

## **APPENDIX B**

### **Standard Instructions and Conditions for the Submission of Bids**

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

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

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

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

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

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

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

**F.O.B. Point:** All prices quoted shall be F.O.B. Alaska Railroad Seattle, Washington.

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

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

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

**Submission of Bids/Proposals:**

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

**Explanation to Prospective Bidders/Offerors:**

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

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

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

**Preparation of Bids/Proposals**

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

**Evaluation of Bids/Proposals and Contract Award:**

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

**Reservations:**

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

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



**Aggrieved Bidder/Offeror:**

An aggrieved bidder/Offeror may protest an ARRC procurement action by filing a written protest with the procurement officer in accordance with the procedures and time limits specified in ARRC Procurement Rules 1800.1-1800.11.

**Incurred Costs:**

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

**Availability of Funds:**

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

**Public Information:**

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

**Price:**

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

## **APPENDIX C**

### **Scope of Work**

The Scope of Work for this contract consists of the fabrication, supply, and delivery of various steel assemblies associated with the construction of a 125' through plate girder bridge span as specified in the attached Alaska Railroad Corporation steel fabrication drawing set dated September 11, 2015 revised on May 12, 2021.

The ARRC intends to purchase from 1-3 125' Through-Plate-Girder structures and Elastic Bearing pad sets. The successful bidder will be notified of the Owner's intent prior to the issuance of a contract or Purchase Order.

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

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

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

## APPENDIX D

### Alaska Railroad Corporation Supply Bid Form

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_  
\_\_\_\_\_

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

In compliance with your Invitation for Bids No.: \_\_\_\_\_, dated \_\_\_\_\_, the Undersigned proposes to furnish and deliver all the supplies, materials or equipment and perform all the work required in said Invitation according to the specifications and requirements contained therein and for the amount and prices named herein as indicated on the Cost Schedule, which is made a part of this Bid.

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

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

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

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

#### NON-COLLUSION AFFIDAVIT

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

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

\_\_\_\_\_  
Name and Title of Person Signing

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
E-Mail Address

## APPENDIX E

### General Terms and Conditions

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

1. Definitions.

"ARRC" shall mean the Alaska Railroad Corporation.

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

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

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

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

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

4. Nondiscrimination.

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

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

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

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

5. Cancellation/Termination.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

## **APPENDIX F**

### **Special Conditions**

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

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

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

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

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

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

Material completion and shipment shall be on or before **March 1, 2022**, unless accepted and agreed upon otherwise by the Owner. This completion scope includes all work items contained within the Contract Documents properly completed, approved by the Owner and ready for shipment to the location designated herein.

**Liquidated Damages:** Extensions for late deliveries reasons will be reviewed on a case-by-case basis. If the Owner and the Fabricator cannot agree on amenable terms of an extension in accordance with Supplemental Condition **SC-03 – Contract Time, Extension**

of Contract Time and Suspension of Work then liquidated damages will be deducted from the Fabricator as outlined in Supplemental Condition SC-04 – Failure to Complete on Time

## **BASE BID ITEMS:**

### **Item No. 1 – 125' Through-Plate Girder (TPG)**

Work includes all equipment, materials, supervision, and labor required to fabricate the Through-Plate Girder (TPG) in accordance with the Plans, and the current edition of the American Railway Engineering and Maintenance-of-Way Association (AREMA) Manual for Railway Engineering – Chapter 15 Steel Structures.

American Institute of Steel Construction (AISC) Certification for IBR: Certified Bridge Fabricator – Intermediate (Major) level with a Fracture Critical Endorsement shall be provided to the Owner for review and approval prior to award. Fabrication and procurement of the ancillary items shown on the Plans that are required to install the steel plate girder in the field (*e.g.: beam supports, diaphragms, grillage, shim plates [if required], sole plates, fasteners*), are subsidiary to this Work. Testing of fracture critical members shall also be considered subsidiary to this Work. Furnish the Certification Reports for all materials in accordance Supplemental Condition SC-05 – Steel Structures.

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

Anchor rods shall be provided in the diameters and lengths indicated in the Plans. Each anchor bolt shall be shipped with two (2) hot-dip galvanized heavy hex nuts and a hot-dip galvanized flat washer. Fastener testing and inspection shall be performed by a certified third-party testing firm. Provide the test results to the Owner for review and approval. Reaming of holes is not acceptable, unless otherwise approved by the Engineer.

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

1. Radiographic Testing (RT) inspection of 100% of full penetration welds in girder webs and flanges.
2. Magnetic Particle Testing (MP) inspection of 100% of flange to web welds.
3. MP inspection of 100% of fillets welds on bearing stiffeners.
4. Ultrasonic Testing (UT) inspection on 25% of all other welds. If any defects are found, then 100% of the welds in this category shall undergo MP or UT inspection.

Notify the Owner a minimum of fourteen (14) days to when the fully-assembled structure is available for inspection. The Fabricator shall accommodate the Quality Assurance efforts of the

Owner or its designee at the Fabricator's facilities and those of any subcontractors within their plant. After the Owner has inspected, or waived its right to inspect the structure, disassemble the structure and match-mark the members as required.

Ship all structural hardware and structural steel components as indicated in the "TPG BILL OF MATERIALS – PER SPAN" shown on DWG No. 18 of the Plans. Provide the Owner with a bill of materials for all components provided, to include quantities and weights, as noted in the Plans. The Fabricator shall be responsible for preparing all materials for shipment.

Deliver all fabricated items, and the required ancillary items, FOB Seattle Washington. Subsidiary to this work shall be all temporary false work required to transport the components fabricated under this Contract. Upon receiving the items, said false work shall become the property of the Owner.

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

#### **Item No. 1.2 (504.0001.2) Elastomeric Bearing Pads, Set**

Work includes all equipment, materials, supervision, and labor required to fabricate four (4) each elastomeric bearing pads (per structure), as shown on DWG. 17 of the Plans, in accordance with Section 720 and AREMA Chapter 15, Part 5.

Elastomer materials shall conform to Supplemental Condition SC-06 – Bearings (.1.4.1) and AREMA Chapter 15, Part 5. Fabricate bearing pads in accordance with Supplemental Condition SC-06 – Bearings (.1.5) and AREMA Chapter 15, Part 5. Provide Grade 36 steel laminates conforming to ASTM A1011 and in accordance with Supplemental Condition SC-06 – Bearings and AREMA Chapter 15, Part 5. Pads shall be fabricated to the dimensions shown on the Plans and shall be within the tolerances established in Supplemental Condition SC-06 – Bearings (Table 2) and AREMA Chapter 15, Part 5. Provide certifications for the bearing pads in accordance with Supplemental Condition SC-06 – Bearings (2) and AREMA Chapter 15, Part 5.

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

#### **Additive Alternate Bid Items:**

#### **Item No. 4 (504.0001.5) Walkway and Handrail**

Work includes all equipment, materials, supervision, and labor required to furnish, fabricate, deliver all the components necessary to affix a walkway and handrail to the superstructure fabricated under this Contract in accordance with Supplemental Condition SC-05 – Steel Structures, the Plans, and the current edition of the American Railway Engineering and Maintenance-of-Way Association (AREMA) Manual for Railway Engineering – Chapter 15 Steel Structures.

Subsidiary to this Work shall be all ancillary items required to field install the fabricated components and delivery of all items FOB Seattle, Washington to include all temporary false work required to transport the components to their destination. Upon receiving the items, said false work shall become the property of the Owner.

Compensation shall be made per the agreed upon contingent sum price; in accordance with Supplemental Conditions SC-01 – Basis of Payment and SC-02 – Payment for Material On Hand.

**Item No. 5 (504.0001.6) Utility Chase**

Work includes all equipment, materials, supervision, and labor required to furnish, fabricate, deliver all the components necessary to affix a utility chase to the superstructure fabricated under this Contract in accordance with Supplemental Condition SC-05 – Steel Structures, the Plans, and the current edition of the American Railway Engineering and Maintenance-of-Way Association (AREMA) Manual for Railway Engineering – Chapter 15 Steel Structures.

Subsidiary to this Work shall be all ancillary items required to field install the fabricated components and delivery of all items FOB Seattle, Washington to include all temporary false work required to transport the components to their destination. Upon receiving the items, said false work shall become the property of the Owner.

Compensation shall be made per the agreed upon contingent sum price; and in accordance with Supplemental Conditions SC-01 – Basis of Payment and SC-02 – Payment for Material On Hand.

## **APPENDIX G**

### **Supplemental Conditions**

#### **SC-01 – Basis of Payment**

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

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

#### **SC-02 – Payment for Material On Hand**

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

- c. Store materials per the manufacturer's recommendations.

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

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

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

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

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

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

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

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

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

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

- a. Acts of God;
- b. Acts of the public enemy;
- c. Fires;
- d. Floods;
- e. Epidemics;



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

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

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

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

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

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

- 4. Suspension of Work. The Owner will suspend work on the project, in whole or in part, for such periods and for such reasons as the Owner determines to be reasonable, necessary, in the public interest, or for the convenience of the Owner.
  - a. The Owner will issue a written order to suspend, delay, or interrupt all or any part of the work. The Fabricator shall not be compensated for the suspension, delay, or interruption if it is imposed for a reasonable time under the circumstances.
  - b. Unless another Contract section specifically provides otherwise, the Fabricator will be compensated by equitable adjustment for a suspension, delay, or interruption of the work only if:
    - (1) The period of suspension, delay, or interruption is for an unreasonable time under the circumstances and another Contract section allows compensation in the event of a suspension, delay, or interruption of the work under the circumstances that actually caused the suspension, delay, or interruption; or
    - (2) The delay, suspension, or interruption results from the Owner's failure to fulfill a contractual obligation to the Fabricator within the time period specified in the Contract or, if no time period is specified, within a reasonable time.

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

#### **SC-04 – Failure to Complete on Time**

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

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

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

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

## **SC-05 – Steel Structures**

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

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

**MATERIALS.** Use materials that conform to the following:

Structural Steel	Supplemental Condition <u>SC-07 – Structural Steel</u>
Arc Welding Electrodes	Supplemental Condition <u>SC-07 – Structural Steel</u>
Fasteners	Supplemental Condition <u>SC-07 – Structural Steel</u>
Steel Grid Floors	Supplemental Condition <u>SC-07 – Structural Steel</u>
Steel Pipe	Supplemental Condition <u>SC-07 – Structural Steel</u>
Galvanizing	Supplemental Condition <u>SC-07 – Structural Steel</u>

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

### **FABRICATION.**

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

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

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

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

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

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

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

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

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

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

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

Rocking surfaces of rocker plates: **250**

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

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

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

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

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

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

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

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

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

4. Shop Splices. In addition to those shown on the Plans, girder webs and flanges may contain a maximum of 2 shop splices per plate per span. Indicate all splices on the shop drawings. These splices are subject to approval and are subject to the following limitations:

Make splices complete penetration butt welds. Grind flange splices flush. Grind web splices flush on the outside face of exterior girders only. Grind parallel to the longitudinal axis of the girder.

Do not place a bottom flange splice within the middle third of any span. Use tension flange splices only as shown on the Plans or as approved.

Completely weld each element of a girder, such as flange or web, before attaching it to another element.

Make all splices at least 6 inches from the nearest stiffener plate. Offset web and flange splices at least 6 inches.

5. **Bolt Holes.** Either drill or punch bolt holes. Make finished bolt holes  $1/16$  inch larger than the nominal diameter of the bolt. Ensure holes are clean cut and without burrs or ragged edges. Material with poorly matched holes will be rejected.

When material forming parts of a member is composed of not more than 5 thicknesses of metal, and whenever the thickness of the metal is not greater than  $3/4$  inch for structural carbon steel or  $5/8$  inch for alloy steel, either punch or drill the holes to full size.

When there are more than 5 thicknesses or when any of the main material is thicker than  $3/4$  inch in carbon steel, or  $5/8$  inch in alloy steel, or when required under paragraph 7 below, subpunch or subdrill the holes  $3/16$  inch smaller. After assembling, ream them to size or drill them from the solid to full size.

For punched holes, the diameter of the die must not exceed the diameter of the punch by more than  $1/16$  inch. Ream any holes that must be enlarged to admit bolts.

Ream holes cylindrical and perpendicular to the member. Direct reamers mechanically, where practicable.

Ream and drill using twist drills. Assemble connecting parts requiring reamed or drilled holes and securely hold them while reaming or drilling them. Match mark them before disassembling.

Subpunch (or subdrill if required) holes for field connections and field splices of arch members, continuous beams, towers (each face), bents, plate girders, and rigid frames while assembled in the shop. Obtain approval of the assembly, including camber, alignment, and accuracy of holes and milled joints before beginning reaming.

Subpunch and ream holes for floor beam and stringer field end connections to a steel template, or ream them while assembled. When partial assembly is permitted ream holes for web member connections with steel templates.

When using templates to ream field connections of web members of an arch, bent or tower, mill or scribe at least one end of each web member normal to the long axis of the member. Accurately set the templates at both ends from this milled or scribed end.

Ream or drill the full size of the field connection through templates after carefully locating the templates as to position and angle and firmly bolting them. Use exact duplicate templates used to ream matching members or the opposite faces of one member. Accurately locate templates for connections that duplicate so that like members are duplicates and require no matchmarking.

Accurately punch holes full-size, subpunch them, or subdrill them so that after assembling (before reaming), a cylindrical pin  $1/8$  inch smaller in diameter than the nominal size of the

punched hole may be entered perpendicular to the face of the member, without drifting, in at least 75 percent of the contiguous holes in the same plane. If the requirement is not fulfilled, the badly punched pieces will be rejected. If any hole will not pass a pin 3/16 inch smaller in diameter than the nominal size of the punched hole, the material will be rejected.

Ream or drill holes so that 85 percent of the holes in any contiguous group after being reamed or drilled show no offset greater than 1/32 inch between adjacent thicknesses of metal.

Provide in steel templates hardened steel bushings in holes accurately dimensioned from the center lines of the connection as inscribed on the template. Use the center lines to locate accurately the template from the milled or scribed ends of the members.

6. Shop Assembling. Completely shop assemble the entire structure, including the floor system. When the Contract Documents indicate "partial assembly," assemble continuous beams and plate girders in lengths of 3 or more abutting panels. The assembled length must be at least 125 feet.

Clean metal surfaces in contact before assembling them. Assemble, pin well, and firmly draw together the parts of a member with bolts before beginning reaming. Make milled ends of compression members in full bearing before starting reaming. Take apart assembled pieces, if necessary, to remove burrs and shavings produced by reaming. Keep the members free of twists, bends, and other deformities.

To prepare to shop bolt material punched full-size, spear-ream the bolt holes, if necessary, to admit the bolts. Make the reamed holes no more than 1/16 inch larger than the nominal diameter of the bolts.

Secure end connection angles, stiffeners, and similar parts using shipping bolts to prevent damage in shipment and handling.

Furnish a camber diagram showing the camber at each panel for each truss. Take the camber from actual measurement while the truss is assembled, or base it on calculated values when full assembly is not required.

Allow holes to drift during assembly only as needed to position the parts, and not enough to enlarge the holes or distort the metal. To enlarge holes to admit the bolts, ream them.

Match mark connecting parts assembled in the shop to allow for reaming holes in field connections. Furnish a diagram showing the marks.

7. Bolted Connections, High-Strength Bolts. Determine bolt lengths by adding the values given in Table SC04.2 – Bolt Length Determination to the total thickness of connected material. These values compensate for thickness of nut, bolt point, and washers. Add 5/32 inch to the grip length per each additional flat washer. Adjust the total length to the next longer 1/4 inch increment up to a 5 inch length and to the next longer 1/2 inch increment for lengths over 5 inches.

Fit bolted parts solidly together when assembling them and do not separate them by gaskets or other interposed compressible material. Place hardened washers under the turned element.

Table SC04.2 – Bolt Length Determination

<b>Bolt Diameter (inches)</b>	<b>Added Length (inches)</b>
1/2	11/16
5/8	7/8
3/4	1
7/8	1-1/8
1	1-1/4
1-1/8	1-1/2
1-1/4	1-5/8

Keep assembled joint surfaces, including those adjacent to washers, free of scale except tight mill scale. Clean off dirt, loose rust, burrs, and other defects that would prevent the parts from seating. Keep contact surfaces free of oil, paint, or lacquer.

When the outer face of the bolted parts has a slope of more than 1:20, use a smooth beveled washer in contact with the sloped surface.

Tighten fasteners to give at least the required minimum tension values shown in Table SC04.3 – Required Bolt Tension when the joint is completed. Use bolts and nuts made by the same manufacturer in a connection.

Table SC04.3 – Required Bolt Tension

<b>Bolt Size (inches)</b>	<b>Required Minimum Tension (pounds)</b>
3/4	28,400
7/8	39,250
1	51,500

Use zinc coated load indicating washers. Demonstrate the suitability of the device by testing a representative sample of at least three devices for each diameter and grade of fastener used in the structure. Test with a calibration device capable of indicating bolt tension. Include in the test assembly flat, hardened washers, if required in the actual connection, arranged as those in the actual connection to be tensioned. Demonstrate with the calibration test that the device indicates a tension at least 5 percent greater than that required by Table 504-2. Follow manufacturer's installation procedures when installing bolts in the calibration device and in all connections. Be careful to properly install flat, hardened washers when using load indicating devices with bolts installed in oversized or slotted holes and when using the load indicating devices under the turned element. The load indicating device will count as one washer for the purpose of determining bolt length.

Place the load indicating device under the bolt head and turn only the nut when tightening the bolt. The device must indicate full tensioning of the bolt when the opening reaches zero.

Install bolts in all holes of the connection and bring them to a snug tight condition. Then, tighten fasteners, progressing systematically from the most rigid part (usually near the center) of the connection to the free edges, or as directed. Keep previously tightened fasteners from relaxing. Multiple systematic tightening cycles may be required.

Do not reuse high-strength bolts. Remove previously fully tightened bolts that were loosened by tightening adjacent bolts. Replace them with new bolts, nuts, and load indicating devices.

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

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

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

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

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

Furnish all completed quality control inspection documents.

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

## **ERECTION.**

1. General. Provide the falsework and all tools, machinery, and appliances, including driftpins and fitting-up bolts, needed to perform the work efficiently. Erect the structural steel, remove the temporary construction, and do the work to complete the structure, as required by the Contract Documents. Make temporary field welds to structural steel according to the procedures required by these Specifications. Steel with sharp kinks or bends will be rejected.
2. Handling and Storing Materials. Store material on skids above the ground. Keep it clean and properly drained. Place girders and beams upright and shore them. Adequately support long members, such as columns and chords, on skids to prevent injury from deflection.



3. Assembling Steel. Accurately assemble the parts as shown on the Plans and follow match-marks. Handle the material carefully to avoid bending, breaking, or otherwise damaging the parts. Do not hammer if doing so will injure or distort the members. Clean bearing surfaces and surfaces to be in permanent contact before assembling the members.
4. Attachment of Formwork. When approved, use 1-inch maximum diameter holes in steel girder webs for attaching formwork. Place holes 6 inches minimum clear distance from all horizontal or vertical welds and space them at least 4 feet center to center. Drill or subpunch and ream holes. Do not provide empty bolt holes. Fill empty holes with tensioned high-strength bolts.

Include in the request enough detail of the formwork for determining the stresses that will be imposed on the girder.

## **SC-06 – Bearings**

**ELASTOMERIC BEARING PADS.** Elastomeric bearing pads include plain pads, consisting of elastomer only, and laminated pads with steel laminates.

1. General. Meet AASHTO M 251, with the following revisions:

### **4.1 Properties of the Elastomer**

Delete the first sentence and replace with the following: Use elastomeric compound in the construction of the bearings containing only virgin natural polyisoprene (natural rubber) as the raw polymer. Do not use neoprene. Properties and requirements elsewhere in AASHTO M 251 pertaining solely to polychloroprene (neoprene) do not apply.

Add the following:

Use elastomer compound classified as low temperature Grade 5 and meeting the requirements of paragraph 8.9.1.

## **5. Fabrication**

Add the following paragraph:

5.5. Fabricate pads over 3/4 inch thick with alternating laminations of elastomer and metal or fabric reinforcements. The outside laminations must be metal or fabric with a minimum elastomer cover as shown on the Plans.

## **Table 2 – Tolerances.**

Delete Item 6 and replace with the following:

6. Top, bottom, and edge cover of embedded laminates or connection members -0, +1/8 inch.
2. Certification. Furnish a Certified Test Report from the manufacturer or an independent testing laboratory containing a list of dimensional, chemical, metallurgical, electrical, physical, and other required test results of the specified material certifying that the product or assembly has passed all specified tests. Include the following:

- a. the project name and number;
- b. the manufacturer's name;
- c. the name of the product or assembly;
- d. a complete description of the material;
- e. country of origin;
- f. the lot, heat, or batch number that identifies the material;
- g. all required test results for the specified material from the same lot, heat, or batch defined herein; and
- h. a statement, signed by a person having legal authority to act for the manufacturer or the independent testing laboratory, that the test results show that the product or assembly to be incorporated into the project has been sampled and tested and the samples have passed all specified tests.

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

**EPOXY ADHESIVE FOR ELASTOMERIC BEARING PADS.** Meet AASHTO M 235, Type IV, Grade 3.

**POLYTETRAFLUOROETHYLENE (PTFE) BEARINGS.** PTFE bearing assemblies consist of elastomeric bearing pads, polytetrafluoroethylene surfacing, and stainless steel and steel plates.

1. Materials.

Elastomeric Bearing Pads	As specified herein
Stainless Steel Plates	ASTM A 240, Type 304
Steel Plates	ASTM A 1011, Grade 36

Use PTFE from virgin material (not reprocessed) meeting the requirements of ASTM D 4894 or D 4895, and **Table SC06.4 – Polytetrafluoroethylene (PTFE)**.

2. Fabrication. Fabricate the PTFE sliding surface with lubricant dimples having a maximum diameter of 0.32 inch, a minimum depth of 0.08 inch and a maximum depth of one half of the PTFE sheet thickness. Distribute the dimples uniformly within the area ¼ inch from the edges of the PTFE sheet and occupying between 20 percent and 30 percent of the PTFE sheet area.

For welding of structural steel, conform to the requirements of Supplemental Condition **SC-05 – Steel Structures**.

*Table SC06.4 – Polytetrafluoroethylene (PTFE)*

Test	Requirements	ASTM Method
Specific Gravity	2.13 - 2.19	D792
Peak Melting Temperature	623°F (±2°F)	D4894, D4895, or D5977
Tensile strength (Minimum)	2800 psi	D638 or D2256
Elongation (Minimum)	200%	D638 or D2256

Bond the PTFE to steel substrate under controlled conditions according to the written instructions of the manufacturer of the adhesive system. Use adhesive material meeting the requirements of the PTFE manufacturer.

Uniformly roughen the contact surfaces of PTFE sheet and steel plate to be bonded to a minimum roughness height value of 250 microinches.

Factory treat the side of the PTFE sheet to be bonded by the sodium naphthalene or sodium ammonia process, after the contact surface is roughened.

Fully bond the PTFE sheet in the recess. Ensure the PTFE surface is smooth and free from bubbles after completion of the bonding operation. PTFE sheets that are delaminated will be rejected.

Perimeter seal weld the stainless steel plate to the steel sole plate. Use stainless steel electrodes in accordance with the requirements of the electrode manufacturer. After the completion of the weld operation, ensure the stainless steel plate is smooth and free from waves.

Control the flatness of the bearing elements such that upon completion of the bearing assembly the PTFE/stainless steel sliding interface is in full bearing.

Provide a mating surface of the stainless steel plate with the PTFE surfacing with a surface finish of less than 8 microinches root-mean-square (rms), determined according to ASME B46.1. Do not exceed a first movement static coefficient of friction of 0.05 for the sliding element of the production bearings, when tested without the coating of silicone grease.

Fully vulcanize elastomeric bearing pads to the steel plates under factory controlled conditions. Provide a bond with a peel-strength of at least 30 pounds per inch as determined by AASHTO M 251, Appendix X2.

Prepare and paint metal surfaces, except stainless steel surfaces, of bearings exposed to the atmosphere in the completed work. Prepare and paint the surfaces according Supplemental Condition SC-05 – Steel Structures.

After installation of the bottom portion of the bearing assembly, apply a 1/16 inch thick coating of silicone grease to the entire PTFE surface and reassemble the bearing without damage to the mating sliding surfaces. Use silicone grease conforming to SAE AS8660.

At your expense and without contract extension time return damaged bearings and bearings with scratched mating surfaces to the factory for replacement or resurfacing.

Prior to proof testing, permanent die stamp all individual components on 2 of 4 sides with markings consisting of bearing number and contract number. Provide each bearing with a unique bearing number and match marks on plate edges to insure correct assembly at the job site.

3. Testing. Proof test and evaluate full sized PTFE bearings for compression and coefficient of friction in the presence of the Engineer, unless otherwise directed. Perform proof tests on samples randomly selected by the Engineer from the production bearings to be used in the work. Perform proof tests at an approved independent laboratory. If proof tests are not performed at the specified load, perform additional physical tests in the presence of the Engineer, unless otherwise directed, to demonstrate that the requirements for proof testing at

the specified load are satisfied. Give the Engineer at least seven (7) working days' notice before beginning proof testing.

Proof test one bearing per lot of production PTFE bearings. A lot is defined as 25 PTFE bearings or fraction thereof of the number of PTFE bearings shown on the Project Plans.

Clean the bearing surfaces prior to testing.

Proof test bearings after conditioning specimen for 12 hours at  $750 \pm 50^\circ\text{F}$ .

Perform the tests with the dead load as specified in the Contract for the bearing with the test load applied for 12 hours prior to friction measurement and the following:

Arrange the tests to allow measurement of the static coefficient of friction on the first movement of the bearing.

Measure the first movement static and dynamic coefficients of friction at a sliding speed not exceeding one inch per minute and do not exceed the specified coefficient of initial static friction.

Subject the test bearings to a minimum of 100 movements of at least one inch of relative movement at a sliding speed not exceeding 12 inches per minute. After cycling, measure again the first movement static and dynamic coefficients of friction at a sliding speed not exceeding one inch per minute and do not exceed the specified coefficient of initial static friction.

The proof tested bearings are to show no visible sign of: (1) bond failure of bearing surfaces, (2) separation or lift-off of plates from each other or from PTFE surfaces, (3) other defects. When a proof tested bearing fails to comply with the Contract Documents, test each bearing in that lot for acceptance.

Proof test results are to be certified correct and signed by the testing laboratory personnel who conducted the test and interpreted the test results. Include the bearing numbers of the bearings tested on the proof test results.

Test a minimum of one pad per lot for bond strength per AASHTO M 251. Test specimens are to show no indication of deterioration of elastomer or loss of bond between the elastomer and steel laminates.

Protect all PTFE and stainless steel surfaces from contamination and weather damage.

4. Certification. Furnish a Certified Test Report from the manufacturer or an independent testing laboratory containing a list of dimensional, chemical, metallurgical, electrical, physical, and other required test results of the specified material certifying that the product or assembly has passed all specified tests. Include the following:
  - a. the project name and number;
  - b. the manufacturer's name;
  - c. the name of the product or assembly;

- d. a complete description of the material;
- e. country of origin;
- f. the lot, heat, or batch number that identifies the material;
- g. all required test results for the specified material from the same lot, heat, or batch defined herein; and,
- h. a statement, signed by a person having legal authority to act for the manufacturer or the independent testing laboratory, that the test results show that the product or assembly to be incorporated into the project has been sampled and tested and the samples have passed all specified tests.

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

### **SC-07 – Structural Steel**

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

**GENERAL REQUIREMENTS.** Meet the following:

1. General requirements for delivery of rolled steel plates, shapes, and bars for structural ASTM A6
2. Structural Weathering Steel ASTM A709, Grade 50W
3. Structural Steel, Deck Plate ASTM A709, Grade 50 T3
4. Structural Steel, Fracture Critical Members ASTM A709, Grade 50 F3
5. Structural Steel, Other ASTM A709, Grade 36
6. Filler Metal for Applicable Arc-Welding Electrodes AWS Specifications
7. Stud Shear Connectors ASTM A108 Gr. 1015, or 1020
8. Raised Pattern Plate. Where raised pattern plate is shown on the Plans, use plates with a raised pattern surface meeting the following requirements:
  - a. Use diagonal type pattern, with the intersecting diagonals at right angles to one another. Use the same material for the raised portions of the pattern as the base metal of the plate. The raised pattern must be an inherent part of the plate. The pattern must be continuous throughout the surface of the plate and the projections along any diagonal must be spaced alternately with the projections along the normal diagonals.
  - b. Use plate with projections that are self-draining and self-cleaning and provide a skid-resistant surface from all angles of approach. The projections must have flat tops and be designed not to chip, crack, split, or buckle at their intersection with the base metal.

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

**FASTENERS.** Meet the following:

- |                                        |                               |
|----------------------------------------|-------------------------------|
| 1. High Strength Bolts                 | ASTM F3125, Grade A325 Type 3 |
| 2. Nuts                                | ASTM A563, Grade C3           |
| 3. Hardened Steel Washers              | ASTM F436, Type 3             |
| 4. Zinc Coated Load Indicating Washers | ASTM F959 Type 325            |

**STEEL GRID FLOORS.** Meet ASTM A709, Grade 36. If the material is not galvanized, ensure the steel has a copper content of 0.2 percent minimum.

Unless painting of floors is specified in the Special Provisions, open type floors must be galvanized.

**MACHINE BOLTS.** Meet ASTM A307.

**STEEL PIPE.** Meet ASTM A53 Grade B.

**GALVANIZING.** Hot-dip galvanize structural steel shapes, plates, bars and their products according to AASHTO M 111. Galvanize tubes and piles on inside and outside surfaces.

Hot-dip galvanize steel poles, mast arms, pedestals, and posts, according to AASHTO M 111. Submerge each component in the galvanizing kettle in one dip. Use only the dry kettle method of fluxing for high tower poles.

Hot-dip galvanize all anchor bolts, nuts, washers, tie-rods, clamps, and other miscellaneous ferrous parts in conformance with AASHTO M 232. After galvanizing, ensure that the bolt threads accept galvanized standard nuts without requiring tools or causing removal of protective coatings.

Galvanize rigid metal conduit in conformance with AASHTO M 232.

For steel bridge members, apply 10 mils zinc galvanizing by spray-metalizing process according to Steel Structures Painting Council's coating system guide SSPC-CS 23.00. Prepare surfaces before galvanizing according to Steel Structures Painting Council's surface preparation guide SSPC-SP 5, White Metal Blast Cleaning.

Repair damaged coatings according to ASTM A780 Annex A1 or Annex A3, except as described herein. Clean the damaged area according to SSPC-SP 3, Power Tool Cleaning for repairs meeting Annex A1 and SSPC-SP 5/NACE No. 1, White Metal Blast Cleaning for repairs meeting Annex A3.. Extend the cleaned area 1/2 inch to 3/4 inch into the undamaged section of the

coating. Keep the cleaned area dry and free of rust and soiling. Within 24 hours of cleaning, coat the cleaned section with zinc to a thickness of not less than 10 mils when using the method in Annex A3 and not less than 3 mils when using the method in Annex A1. Taper the thickness of the repair coating to match the original coating thickness at the edges of the cleaned section. Where zinc coating is to be metallized in accordance with Annex A3, use zinc wire containing not less than 99.98 percent zinc.

**CERTIFICATION.** Furnish a Certified Test Report from the manufacturer or an independent testing laboratory containing a list of dimensional, chemical, metallurgical, electrical, physical, and other required test results of the specified material certifying that the product or assembly has passed all specified tests. Include the following:

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

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

## APPENDIX H

### Cost Schedule

A bidder's failure to provide the information requested in this appendix will be cause for rejection of the offer on the basis of non-responsiveness. All prices quoted shall be FOB Alaska Railroad Seattle, Washington.

**Award Criteria:** An award will be made to the low, responsive, responsible bidder that meets the requirements as set forth in the specifications and compliance thereof.

The Alaska Railroad Corporation reserves the right to determine that all offered materials will serve the application intended. An award may be made in the aggregate of Base Bid and or any combination of Base Bid and Additive Alternates, whichever is deemed by the Contract Administrator to be in the best interest of the ARRC. The successful bidder shall hold unit prices of all additives firm for a period of ten (10) days from the date of bid opening. The bid award is contingent upon the availability of funds from either Federal Transit Administration (FTA), Federal Railroad Administration (FRA), Alaska Railroad Corporation (ARRC), or a combination thereof.

BASE BID ITEMS					
Item No.	Item Description	Unit	Quantity	Unit Bid Price	Amount Bid
1.1	125' Through-Plate Girder (TPG) - First	Lump Sum	1 ea		
1.2	Elastomeric Bearing Pads, Set - First	Lump Sum	1 ea		
Total Base Bid :					

ADDITIVE ALTERNATE BID ITEMS					
Item No.	Item Description	Unit	Quantity	Unit Bid Price	Amount Bid
2	125' Through-Plate Girder (TPG) - Second	Lump Sum	1		
2.1	Elastomeric Bearing Pads, Set - Second	Lump Sum	1		
3	125' Through-Plate Girder (TPG) - Third	Lump Sum	1		
3.1	Elastomeric Bearing Pads, Set - Third	Lump Sum	1		
4	Walkway and Handrail	Contingent Sum	3		
5	Utility Chase	Contingent Sum	3		
Total Additive Alternate Bid :					



**Delivery Date:**

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

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

\_\_\_\_\_ ARO

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

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

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

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

\_\_\_\_\_  
CITY, STATE, ZIP

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

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

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

## **APPENDIX I**

### **Contractor Responsibility Questionnaire**

#### **PART I – Instructions**

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

#### **PART II – Identity of Proposer**

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

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

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

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

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

7. Proposer's local or authorized point of contract address:

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

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

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

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

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

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

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

YES ☐ NO ☐

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

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

### **PART III – Contracting History**

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

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

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

#### **PART IV – Civil Actions**

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

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

#### **PART V – Compliance with Laws and Other Regulations**

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

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

#### **PART VI – Financial**

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

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

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

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

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

## **PART VII – Verification and Acknowledgement**

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

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

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

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

\_\_\_\_\_  
Signature of Certifying Individual

\_\_\_\_\_  
Date

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

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

### **NOTICE TO PROPOSERS**

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



## APPENDIX J

### Required Contract Provisions for Federal-Aid Contracts [Revised June 9, 2017]

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

**1. CARGO PREFERENCE REQUIREMENTS - 46 USC 55305; 46 CFR Part 381** [Applicable to all Federal-aid contracts involving equipment, materials or commodities which may be transported by ocean vessel]

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

**2. DEBARMENT, SUSPENSION, INELIGIBILITY & VOLUNTARY EXCLUSION - 2 CFR Part 180 & Part 1200; 2 CFR 200.213; Executive Orders 12549 & 12689** [Applicable to all Federal-aid contracts which exceed \$25,000]

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

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

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

The certification in this clause is a material representation of fact relied upon by the ARRC. If it is later determined by the ARRC that the Contractor, bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the ARRC, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor, bidder or proposer agrees to comply with the requirements of 2 CFR Part 180, subpart C, as supplemented by 2 CFR Part

1200, while its offer is valid and throughout the period of any contract that may arise from its offer. The contractor, bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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

**(1) Minimum wages** - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

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

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

(1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and

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

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

(4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of

receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or

(C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

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

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

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

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

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

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a

determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or

(C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

**(2) Withholding** - ARRC shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, ARRC may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

**(3) Payrolls and basic records** - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to ARRC for transmission to the Federal grantor agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

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

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal grantor agency or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

**(4) Apprentices and trainees -** (i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

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

**(6) Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

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

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

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

**(10) Certification of eligibility** - (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

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

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

**A. Overtime** (Applicable to construction and nonconstruction contracts)

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

**(2) Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

**(3) Withholding for unpaid wages and liquidated damages** - ARRC shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

**(4) Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

**(5) Payrolls and basic records** - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

**B. Contract Work Hours and Safety Standards Act** (Applicable to construction contracts only) (i) The Contractor agrees to comply with section 107 of the Contract Work Hours and Safety Standards Act, 40 USC § 333, and applicable DOL regulations, "Safety and Health Regulations for Construction" 29 CFR Part 1926. Among other things, the Contractor agrees that it will not require any laborer or mechanic to work in unsanitary, hazardous, or dangerous surroundings or working conditions.

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

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

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. The Contractor agrees to report each violation to ARRC and understands and agrees that ARRC will, in turn, report each violation as required to assure notification to the Federal grantor agency and the appropriate EPA Regional Office. (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal funds.

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

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

**7. ACCESS TO RECORDS AND REPORTS – 49 USC 5325(g); 2 CFR 200.333; 49 CFR Part 633** [Applicable to all Federal-aid contracts]

Access to Records - The following access to records requirements apply to this Contract:

1. Contractor agrees to provide ARRC, the Federal grantor agency, the Comptroller General, or any of their duly authorized representatives access to the Contractor's books, documents, papers and records which are directly pertinent to this contract for the purpose of making audit, examination, excerpts and transcriptions.

2. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

3. Contractor agrees to comply with the record retention requirements in accordance with 2 CFR 200.333. Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which



case Contractor agrees to maintain the same until ARRC, the Federal grantor agency, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

4. Contractor agrees to permit the Federal grantor agency and its contractors access to the sites of performance under this contract as reasonably may be required.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**13. CIVIL RIGHTS AND EQUAL OPPORTUNITY REQUIREMENTS – 49 USC 5332; 29 USC 623, 42 USC 2000e, 42 USC 6102, 42 USC 12112, 42 USC 12132, 29 CFR Part 1630, & 41 CFR Parts 60 et seq.** [Applicable to all Federal-aid contracts]

**Civil Rights** - The following requirements apply to the underlying contract:

1. Nondiscrimination - In accordance with 49 USC 5332 and Title VI of the Civil Rights Act, as amended, 42 USC 2000e, section 303 of the Age Discrimination Act of 1975, as amended, 42 USC 6102, and section 202 of the Americans with Disabilities Act of 1990, 42 USC 12132, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements the Federal grantor agency may issue.

2. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with 49 USC 5332 and Title VII of the Civil Rights Act, as amended, and 42 USC §2000e, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 USC 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements the Federal grantor agency may issue.

(b) Age - In accordance with the Age Discrimination in Employment Act, 29 USC 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 CFR Part 1625, the Age Discrimination Act of 1975, as amended, 42 USC 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 CFR Part 90, and 49 USC 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements Federal grantor agency may issue.

(c) Disabilities - In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 USC 794, the Americans with Disabilities Act of 1990, as amended, 42 USC 12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 USC 4151 *et seq.*, and 49 USC 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements the Federal grantor agency may issue.

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

**14. VIOLATION AND BREACH OF CONTRACT - 2 CFR 200.326; 2 CFR Part 200, App. II(A)**  
[Applicable to all Federal-aid contracts in excess of \$150,000]

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

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

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

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

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

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

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

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

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

**Claim Validity, Additional Information, & Project Manager's Actions** - The claim, in order to be valid, must not only show that the contractor suffered damages or delay but that those conditions were actually a result of the act, event or condition complained of and that the contract provides entitlement to relief to the contractor for such act, event, or condition. The Project Manager reserves the right to make written request to the contractor at any time for additional information which the contractor may possess relative to the claim. The contractor agrees to provide the Project Manager such additional information within 30 days of receipt of such a request. Failure to furnish such additional information may be regarded as a waiver of the claim. The claim, if not resolved by agreement within 60 days of its receipt, will automatically be forwarded to the Manager of Purchasing & Materials for formal written decision.

**Decision on Claim** - The contractor will be furnished the Manager of Purchasing & Materials' decision within the next 90 days, unless additional information is requested by the ARRC. The Manager of Purchasing & Materials' decision is final and conclusive unless fraudulent as to the Claim.

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

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

**15. NONSEGREGATED FACILITIES** [Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more]

1. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO Provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

2. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, or national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

3. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to the award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

**16. NATIONAL HISTORIC PRESERVATION ACT REQUIREMENTS - 16 USC 470 et seq.** [Applicable to all Federal-Aid contracts]

In the performance of this contract, neither Contractor nor its subcontractors shall take any action (which term includes but is not limited to the seeking of any required federal license or permit, and the extraction of material or natural resources from any source whatsoever) that may affect a district, site, building, structure or object that is included in or eligible for inclusion in the National Register of Historic Places without prior notice to ARRC and compliance with the requirements of the National Historic Preservation Act of 1966, 16 USC 470 et seq. Contractor is advised that both historic and cultural sites may be eligible for inclusion on the National Register.

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

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

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

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

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

b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 USC 40118) (Fly America Act) requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

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

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

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

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

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

**18. RECYCLED PRODUCTS - 42 USC 6962; 40 CFR PART 247; 2 CFR 200.322** [Applicable to all Federal-aid contracts for items designated by the EPA, for the purchase of \$10,000 or more of one of these items during the fiscal year]

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 USC 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products

Containing Recovered Materials,” 40 CFR Part 247. The Contractor agrees to include these requirements in each subcontract financed in whole or in part with Federal funds.

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

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

**20. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM** - 49 CFR Part 26. [Applicable to all FTA and FHWA funded contracts]

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

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

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

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

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

Unless a waiver has been granted by the FHWA, all steel and iron materials which are incorporated into the work, and the action of applying a coating to a covered material (i.e., steel and iron), shall be manufactured in the United States except that minor amounts of steel and iron materials of foreign manufacture may be used, provided the aggregate cost of such materials does not exceed one tenth of one

percent (0.1 percent) of the total contract amount, or \$2500, whichever is greater. Coating includes epoxy coating, galvanizing, painting, and any other coating that protects or enhances the value of a material subject to the requirements of this section. For the purposes of this section, the cost is the value of the products as they are delivered to the project. When steel and iron materials manufactured in the United States are shipped to a foreign country where non-steel or iron products are installed on or in them (i.e., electronic components in a steel cabinet), the steel and iron is considered to meet the requirements of this section. A certification of materials origin, attesting to compliance with this provision, shall be furnished to the Engineer prior to incorporating any steel or iron products into the project. Bidders may submit an alternate bid for the project based on the use of foreign iron or steel materials. In this event, the contract will be awarded to the bidder who submits the lowest total responsive bid based on furnishing domestic iron and steel materials unless such total bid exceeds the lowest total responsive bid based on furnishing foreign steel and iron materials by more than 25 percent.

**Certificate of Compliance with 23 CFR 635.410**

The bidder or offeror hereby certifies that it will comply with the requirements of 23 CFR 635.410.

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

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

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

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

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

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

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

**Certification requirement for procurement of steel, iron, or manufactured products:**

**Certificate of Compliance with 49 USC 5323(j)(1)**

The bidder or offeror hereby certifies that it will meet the requirements of 49 USC 5323(j)(1) and the applicable regulations in 49 CFR Part 661.6.

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

**Certificate of Non-Compliance with 49 USC 5323(j)(1)**

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 USC 5323(j) and 49 CFR 661.6, but it may qualify for an exception pursuant to 49 USC 5323(j)(2)(A), 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.

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

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

**Certificate of Compliance with 49 USC 5323(j)**

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

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

**Certificate of Non-Compliance with 49 USC 5323(j)**

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 USC 5323(j) and 49 CFR 661.11, but may qualify for an exception pursuant to 49 USC 5323(j)(2)(C), and the applicable regulations at 49 CFR 661.7.

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



**23. FRA BUY AMERICA REQUIREMENTS-SUPPLIES - 41 USC 10a-d; 48 CFR Part 25** [Applicable only to FRA funded contracts for the purchase of goods, supplies or equipment in excess of \$150,000]

(a) The FRA requires its grantees to comply with The Buy American Act (41 U.S.C. 10) which provides that preference be given to domestic end products.

*Components*, as used in this clause, means those articles, materials, and supplies incorporated directly into the end products.

*Domestic end product*, as used in this clause, means (1) an unmanufactured end product mined or produced in the United States, or (2) an end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as the products referred to in subparagraphs (b) (2) or (3) of this clause shall be treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

*End products*, as used in this clause, means those articles, materials, and supplies to be acquired for public use under this contract.

(b) The Contractor shall deliver only domestic end products, except those-

(1) For use outside the United States;

(2) That government agencies have determined are not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality. A current list of such items is contained in 48 CFR 25.108.

(3) For which the agency determines that domestic preference would be inconsistent with the public interest; or

(4) For which the agency determines the cost to be unreasonable under 48 CFR 25.105. The offered price of a domestic end product shall be determined to be unreasonable when the lowest acceptable domestic offer exceeds the lowest acceptable foreign offer, inclusive of duty, by more than 6 percent, if the domestic offer is from a large business or more than 12 percent, if the domestic offer is from a small business concern.

A bidder must submit to ARRC the Buy America certification (below) with its bid response for FRA funded supply contracts. Bids that are not accompanied by a completed Buy America certification may be rejected as nonresponsive.

**Certificate of Compliance with 41 USC 10a-d - Supplies**

The bidder or offeror hereby certifies that the products it proposes to supply hereunder comply with the requirements of 49 USC 10a-d and the applicable regulations in 48 CFR Part 25.

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

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

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

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

**24. FRA BUY AMERICA REQUIREMENT-CONSTRUCTION - 41 USC 10a-d; 48 CFR Part 25**  
[Applicable only to FRA funded construction contracts in excess of \$150,000]

(a) The FRA requires its grantees to comply with The Buy American Act (41 U.S.C. 10) which provides that preference be given to domestic construction materials. As used in this clause-

*Components* means those articles, materials, and supplies incorporated directly into construction materials.

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

*Domestic construction material* means (1) an unmanufactured construction material mined or produced in the United States, or (2) a construction material manufactured in the U.S., if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of cost of all its components. Materials of foreign origin of the same class or kind as the materials listed in 48 CFR 25.108 shall be treated as domestic.

(b)(1) The Buy American Act (41 USC 10a-10d) requires that only domestic construction material be used in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) The requirement in paragraph (b)(1) of this clause does not apply to the excepted construction materials or components listed by the Government as follows: NONE

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

(i) The cost would be unreasonable (the cost of a particular domestic construction material shall be determined to be unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent, unless the agency head determines a higher percentage to be appropriate);

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

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

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

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

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

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

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

**FOREIGN AND DOMESTIC CONSTRUCTION  
MATERIALS PRICE COMPARISON**

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

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

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

A bidder must submit to ARRC the Buy America certification (below) with its bid response for FRA funded construction. Bids that are not accompanied by a completed Buy America certification may be rejected as nonresponsive.

**Certificate of Compliance with 41 USC 10a-d - Construction**

The bidder or offeror hereby certifies that the construction materials it proposes to provide hereunder comply with the requirements of 49 USC 10a-d and the applicable regulations in 48 CFR Part 25.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**27. CERTIFICATION REGARDING COMPLIANCE WITH 49 CFR 26.49 - ESTABLISHMENT OF DBE GOAL** [Applicable to all FTA funded contracts for Transit Vehicles]

**Certificate of Compliance with 49 CFR 26.49**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

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

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

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

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

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

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

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

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

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

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