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ADDENDUM NO. 4

Invitation to Bid (ITB) 26-18-214518

Seward Freight Dock Expansion 1 Construction

Alaska Railroad Corporation

Date: June 8, 2026,

This Addendum is issued to provide clarification in response to bidder questions. All other terms and conditions of the referenced solicitation remain unchanged.

Point of Clarification: PND Engineers did attend the Mandatory Pre-bid Conference but are not an eligible Prime Bidder for this solicitation.

Dropbox Location of Addendum 4 AutoCAD DWG file for topography/bathymetry Documents:

<https://www.dropbox.com/scl/fo/pmp5ngudn2jziigmia4aq/AGkyIqJvhRGsi46kgWKUeTQ?rlkey=m3j4879k7ffqzy4c1mksd8fmo&st=pwugtejh&dl=0>

Questions and Answers:

39. Typical Armor Rock Section B-B shown on Sheet 12 illustrates a 15' wide toe trench present at the bottom of the armor rock slope. Please advise if it is acceptable to utilize the spoils excavated for this toe trench as backfill material.

Excavation spoils can only be used as backfill material if the spoils are tested and shown to meet the project specifications.

40. Based on the Typical Armor Rock Section B-B shown on Sheet 12 and the plan view layout illustrated on Sheet 10, it appears that the armor rock toe trench is to continue around and tie into the southernmost cell of the OCSP expansion. Insufficient information has been provided within the Section B-B Armor Rock cross section to determine how this toe trench will be positioned, due to the steeply dipping mudline present in this region as shown based on the contours on Sheet 10. Please confirm that the armor rock toe trench is to tie into the southernmost cell of the OCSP expansion. If so, please provide a new cross section of the armor rock slope and associated toe trench in this region to ensure the layout and associated quantity of necessary material can be understood by the Contractor.

Yes, the armor rock slope does extend to the end cell of the OCSP expansion. From the beginning of the 75-ft radius to the end of the radius where it ties into the end wall, both the armored slope and apron may transition to a maximum slope of 1.5:1 to accommodate the slope.

41. We are requesting clarification on the high mast and lowering device systems for Seward ARRC Freight Dock. We would propose a Carolina High Mast system with the poles, lowering device and motors, and luminaires from a single manufacturer. This matches the complete-system basis of the specified lines (Eagle High Mast, Holophane, and Millerbernd). Carolina High Mast is an established standard across North Slope installations, selected for its top-latching system, reliability, and redundant lowering device design. We're confident the system meets the characteristics of the specification. We can provide cut sheets, lowering device details, photometrics, and compliance documentation to support your review. Would Carolina High Mast be approved as an acceptable equal? If so, confirmation by addendum before the bid date would let all proposals reflect the same basis.

This is tentatively considered an equivalent substitute; however, approval[EG8.1][EG8.2] is pending formal review after Notice of intent to Award, and is required to meet the American manufacturing requirements of the funding source. Reference SSP SECTION 106 - CONTROL OF MATERIAL. A substitution of the lowering device may be accepted by the Owner only if sufficient information is submitted by the Contractor which clearly demonstrates to the Owner that the material or equipment proposed is equivalent or equal in all aspects to that named.

42. The project drawings contain limited cross sections and insufficient detail to accurately determine earthwork and fill materials quantities for bidding purposes. Due to the lack of information, bidders will likely make varying assumptions when performing quantity takeoffs. This ambiguity could result in significantly different calculated quantities which will directly impact pricing and limit the ability to provide consistent and competitive bids. Please provide the engineered (neat line) quantities for all required fill materials to achieve final grades. Provision of these quantities will help establish a consistent basis for bidding, ensure a level playing field among contractors, and minimize overall project costs.

To assist in the quantity, take offs, the AutoCAD DWG file for topography/bathymetry is included in this Addendum 4. Design Fill Quantities are provided below: Fill quantities are included in the Lump Sum price of "Item No. 6 – Sheet Pile Dock Extension". If quantities vary significantly from design documents, Contractor shall address this per ARR SSP "104-1.03 DIFFERING SITE CONDITIONS." For purpose of this contract, a differing site condition for fill quantity is defined as requiring more than 5%.

By using the data in the drawing, the bidders are accepting the following understanding and terms:

- 1. PND IS PROVIDING THIS ELECTRONIC DATA AS A CONVENIENCE TO THE RECIPIENT WITH KNOWLEDGE AND APPROVAL OF PND'S CLIENT. RECIPIENT AGREES THAT THE DATA TRANSFERRED PURSUANT TO THIS RELEASE WILL ONLY BE USED FOR THE ABOVE-NAMED PROJECT AND FOR NO OTHER PURPOSE. RECIPIENT ACKNOWLEDGES THAT THE DATA TRANSFERRED PURSUANT TO THIS RELEASE WAS DEVELOPED FOR ENGINEERING MEANS AND MAY NOT BE SUITABLE FOR OTHER USES, INCLUDING BUT NOT LIMITED TO: FABRICATION DETAILING, MODELING, SITE LAYOUT, PERMITTING, ETC. RECIPIENT FURTHER ACKNOWLEDGES THAT PND DOES NOT REPRESENT OR OTHERWISE GUARANTEE THAT THE DATA TRANSFERRED HEREUNDER CONTAINS COMPLETE AND*

ACCURATE INFORMATION. RECIPIENT ACKNOWLEDGES THAT IT SHALL MAKE AN INDEPENDENT DETERMINATION OF THE SUITABILITY AND ACCURACY OF ANY DATA RECEIVED HEREUNDER THAT IT SEEKS TO REVIEW AND RELY UPON FOR ANY PURPOSE.

- 2. THE RECIPIENT AGREES TO NOT RELEASE, CONVEY OR OTHERWISE DISCLOSE THE DATA RECEIVED HEREUNDER, OR ANY PORTION THEREOF, TO ANY THIRD PARTY WITHOUT WRITTEN PERMISSION OF PND. THE RECIPIENT SHALL TAKE ALL NECESSARY ACTION TO ENSURE THAT THE TERMS OF THIS RELEASE ARE BINDING ON ALL ITS EMPLOYEES, SUCCESSORS, ASSIGNEES, SUBCONTRACTORS AND ANY OTHER INDIVIDUAL OR ENTITY THAT IS GIVEN ACCESS TO THE DATA PROVIDED PURSUANT TO THIS RELEASE.*
- 3. SINCE DATA STORED ON ELECTRONIC MEDIA CAN DETERIORATE AND/OR BE MODIFIED WITHOUT PND EXPRESSED KNOWLEDGE; THE RECIPIENT AGREES THAT PND WILL NOT BE HELD LIABLE FOR THE COMPLETENESS OR CORRECTNESS OF THE ELECTRONIC DATA CONTAINED HEREIN AFTER ACCEPTANCE OF THE ELECTRONIC FILES. THE GRAPHICAL DATA CONTAINED MAY NOT BE DRAWN TO SCALE AND MAY BE ORGANIZED IN SUCH A WAY AS TO INTERACT WITH SOFTWARE OWNED AND/OR DEVELOPED BY OTHERS. PND MAKES NO WARRANTY AS TO THE COMPATIBILITY OF THESE FILES TO ANY OPERATING SYSTEM, SOFTWARE, OR SOFTWARE RELEASED OTHER THAN THOSE USED BY PND. PND RESERVES THE RIGHT TO, AT ITS DISCRETION; REMOVE AND/OR DIRECT THE REMOVAL OF ALL COMPANY NAMES, LOGO, BRANDING OR MARKINGS OF IDENTIFICATION OF ITS OWNERSHIP AND/OR INVOLVEMENT FROM THE SUBMITTED ELECTRONIC DATA.*
- 4. ANY USE BY RECIPIENT OF THE DATA IT RECEIVES HEREUNDER WILL BE AT THE RECIPIENT'S SOLE RISK AND SOLE LEGAL RESPONSIBILITY. BY ACCEPTANCE AND USE OF THIS DATA, THE RECIPIENT FURTHER AGREES THAT IT WILL DEFEND, INDEMNIFY AND HOLD HARMLESS PND, ITS OFFICERS, SUB CONSULTANTS, AGENTS, EMPLOYEES AND THEIR SUCCESSORS (PND), THE CLIENT AND THE OWNER FOR ANY AND ALL LOSSES, EXPENSES, LIABILITY, DEMANDS, DAMAGE, ANY AND ALL CLAIMS AND LAWSUITS (INCLUDING REASONABLE ATTORNEY'S FEES) MADE OR BROUGHT ON BEHALF OF THE USER ARISING OUT OF OR RELATED TO THE INFORMATION PROVIDED.*

43. Per Section 205 of the specifications, Recycled Concrete Aggregate (RCA) may be substituted for Select Material Type B in specific placement areas and between the elevations of 14' to 16.5' MLLW. These limitations mean that only a portion of the owner-provided stockpile of the RCA can be utilized for fill. Please consider a variance to the locations and elevations where RCA can be placed to allow for the entire volume of owner-provided RCA to be utilized. This will ultimately reduce project costs and minimize the amount of additional Select Material Type B that will need to be purchased to complete backfill operations per plan (insufficient owner provided materials exist to complete backfill operations).

RCA may be placed from ML to +16.5' elevation in the specified areas. RAP (Recycled Asphalt Pavement) may only be placed from +14.0' to +16.5' elevation. RAP is not an owner supplied material.

44. Section F- Special Conditions provides some information regarding anticipated Marine Vessel Traffic at the Seward Freight Dock and adjacent Passenger Dock. ARRC has advised the Contractor to plan for approximately 1 berthing event per week at the Freight Dock that will

necessitate removal of equipment and an up to 24-hour delay impact. The Special Conditions go on to further state regarding cruise ships servicing the Passenger Dock that "depending on the approaching ship size, the Contractor may be required to remove equipment which will interfere with ship/vessel berthing". While the provided link outlines that a total of 52 cruise ship berthing events will occur during the 2027 season, insufficient information has been provided to determine which cruise ships servicing the Passenger Dock will necessitate removal of equipment and/or project delay. Please advise an anticipated number of cruise ship berthing's at the Passenger Dock that will necessitate the Contractor to remove its equipment.

Contractor may assume that most two cruise ship days will require accommodation for cruise ship berthing to accommodate east-side berthing. Relocation need will depend on the position of the Contractor's equipment.

45. Will the Engineer/ARRC consider a variance to the specified gradation of Select Material, Type B to allow for the use of locally produced materials in Seward? Allowing a variance to the stated gradation will reduce overall project costs and stimulate the local Seward economy. Specifically, please consider increasing the allowable percentage of No. 200 fines and allow for some percentage of material over 6" to facilitate the use of locally produced fill materials.

Selected Material B gradation requirements will remain as specified. Owner Supplied material, i.e. Item No. OS01 Bulk Fill – Coal Yard, is available for use on the project and has been determined to meet Selected Material Type A & B gradation requirements.

46. Please confirm any sequencing or timing restrictions for the installation of the high mast light pole foundation pile and on-shore bollard pile relative to the installation and backfilling of the Open Cell Sheet Pile Bulkhead. Must vibrocompaction and/or OCSP settlement have occurred before the installation of these piles?

All vibrocompaction and layer compaction shall be complete prior to HML foundation pile installation.

47. Per Section C- Scope of Work, Pay Items A4 (Owner Requested Delay- Marine Construction Standby) and Item A5 (Protected Species Delay Over 24 Hours) are only to be paid in the event that owner requested or protected species delays exceed 24 hours. We believe this specification requirement to be defective and impracticable for the following reasons:
- a. Lack of measurable control- the Contractor has no ability to predict, quantify, or reasonably estimate the duration or frequency of owner-requested delays or delays associated with protected species at the time of bid.
 - b. Unclear tracking and attribution methodology- the specification does not define how delay durations will be tracked, verified, or attributed (e.g. how partial-day delays are accumulated or whether they are aggregated to meet the 24-hour threshold).
 - c. Uncompensated standby risk- the Contractor may be required to incur significant standby costs for delays under 24 hours, yet the specification provides no compensation for these impacts. This shifts uncontrollable risk to the Contractor without a reasonable basis for pricing.

- d. Inconsistent with actual cost impacts- standby costs are incurred based on actual downtime experienced, regardless of whether individual or cumulative delays exceed 24 hours. The current specification does not align with the real-time nature of marine construction operations.

Based on the above reasoning, the Contractor cannot reasonably and accurately account for standby costs given the inability to fully quantify these risks at bid time. We request that ARRC revise this specification such that the Contractor will be compensated based on the actual duration of impacts experienced, rather than only after exceeding an arbitrary 24 hour threshold.

The following changes will be incorporated into the conformed documents:

Item No. A4 – Owner Requested Delay - Marine Construction Stand-by: The delay will be considered measurable for payment if a cumulative delay over a 7-day period exceeds 24 hours. Contractor shall submit verification of the hours of actual delay with the request for payment.

Item No. A5 – Protected Species Delay over 24 hours – Marine Construction Standby-by
The Construction Permit includes requirements for observed protected species. Depending on the Contractor activity, species, and distance from the construction work being performed, a stoppage of in-water activity may be required. If an activity is halted due to the presence of a designated wildlife species, time of work stoppage and when work is resumed shall be recorded.

The Contractor shall include allowance for time and cost incurred in their bid for work stoppages of up to 24 hours. In the event the stoppage lasts longer than 24 hours, and this results in a delay of construction activities, the contractor may be compensated at a daily hourly rate. The hourly rates shall include equipment, staff time, and any impacts to project. Back-up for this item shall be provided prior to execution of Contract.

The delay will be considered measurable for payment if a cumulative delay over a 7-day period exceeds 24 hours. Contractor shall submit verification of the hours of actual delay of suspended WORK activities, detailing the time work was suspended and when WORK was resumed.

Substantial and Final completion will be extended an equal number of hours for Protected Species Delays.

Method of Measurement: hours (Hour)

ADDITIVE ALTERNATE BID ITEMS					
A5	Protected Species Delay over 24 hours– Marine Construction Stand-by	Hours	36		

48. Can off-road haul trucks be utilized to move owner-provided materials from their stockpiled locations to the project site?

Yes, in the Port only.

Please acknowledge receipt of this and all addenda in your firms Supply Bid Form (Form 395-0129).
Sincerely,


Contract Administration Specialist
Alaska Railroad Corporation