



**ARRC Passenger Coach Painting & Repair
ARR 351 & 552**

**INVITATION TO BID
24-41-212167**

JUNE 3, 2024



ALASKA RAILROAD CORPORATION
327 W. Ship Creek Ave.
Anchorage, AK 99501
ThompsonC@akrr.com
Phone 907-265-2355
Cell 907-854-3141

June 3, 2024

Invitation to Bid

#24-41-212167

ARRC Passenger Coach Painting & Repair ARR 351 & 552

Cover Sheet

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

Firms that have not returned this cover sheet will not be informed of addenda and will only be alerted to addenda by checking with the ARRC procurement officer or by checking ARRC's internet site: www.akrr.com, select Suppliers and then Solicitations. Bidders must acknowledge the receipt of all issued addenda 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



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THIS IS NOT AN ORDER

INVITATION NUMBER: 24-41-212167
DATE OF INVITATION: June 3, 2024

ARRC Passenger Coach Painting & Repair ARR 351 & 552

SEALED BIDS WILL BE RECEIVED AT:

Alaska Railroad Corporation
Attn. C. Lee Thompson
327 W. Ship Creek Avenue,
Anchorage, Alaska 99501

Offers will be received until 3:00 pm local time on June 27th, 2024.
At which time bids will be publicly opened.

IMPORTANT

The Alaska Railroad Corporation ("ARRC") is soliciting bids from interested parties to repaint and repair passenger coaches 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 24-41-212167 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 offer 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.

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 4.0% in federal fiscal years 2022-2024 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.

ALASKA BIDDERS' PREFERENCE

1. **ALASKA BIDDER PREFERENCE:** Award will be made to the lowest responsive and responsible bidder after an Alaska bidder preference of five percent (5%) has been applied. The preference will be given to a person who: (1) holds a current Alaska business license at the time designated in the invitation to bid for bid opening; (2) submits a bid for goods or services under the name on the Alaska business license; (3) has maintained a place of business within the state staffed by the bidder, or an employee of the bidder, for a period of six months immediately preceding the date of the bid; (4) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a limited liability company organized under AS 10.50 and all members are residents of the state, or is a partnership under AS 32.06 or AS 32.11 and all partners are residents of the state; and, (5) if a joint venture, is composed entirely of ventures that qualify under (1) - (4) of this subsection.

2. **ALASKA VETERAN PREFERENCE:** If a bidder qualifies for the Alaska bidder preference and is a qualifying entity as defined herein, they will be awarded an Alaska 6 veteran preference of five percent (5%). The preference will be given to a (1) sole proprietorship owned by an Alaska veteran; (2) partnership under AS 32.06 or AS 32.11 if a majority of the partners are Alaska veterans; (3) limited liability company organized under AS 10.50 if a majority of the members are Alaska veterans; or (4) corporation that is wholly owned by individuals and a majority of the individuals are Alaska veterans, and may not exceed \$5,000. The bidder must also add value by actually performing, controlling, managing, and supervising the services provided, or for supplies, the bidder must have sold supplies of the general nature solicited to other state agencies, other governments, or the general public. In order to receive the Alaska Bidder

Preference and/or Alaskan Veteran Preference, the bid must also include a statement certifying that the bidder is eligible to receive said preferences. The application of preferences is for bid evaluation purposes only.

Please direct all responses and/or questions concerning this invitation to bid to Lee Thompson, Alaska Railroad Corporation, Supply Management, 327 W. Ship Creek Avenue, Anchorage, AK 99501, telephone number 907-265-2355, email address ThompsonC@akrr.com. Questions must be submitted in written form prior to June 24th, 2024. Questions submitted after that date will not be accepted.

Sincerely,

C. Lee Thompson
Contract Administrator
Alaska Railroad Corporation

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SUBMITTALS: 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
2. Cost Schedule
3. Welding Qualifications
4. Bidder's Questionnaire

APPENDIX A:

SCOPE OF WORK / MINIMUM QUALIFICATIONS

Alaska Railroad ARR 351 Café and ARR 552 Coach Repair and Painting

Schedule:

The Contractor will have access to ARR 351 & ARR 552 in Anchorage, AK starting September 27th, 2024. Café Car and Coach must be returned to the ARRC Anchorage Car Shop no later than March 28th, 2025.

Tools and Materials

All tools and materials necessary to accomplish the repairs and painting described below are the responsibility of the contractor.

Overview of Scope

Cafe coach ARR 351 is constructed with steel sheeting over steel substructure and requires sandblasting exterior sheeting to bare metal, repair of corrosion at the lower sidesill, lower side skirts, coach end/side sheet corners, upper belt-rail and center belt-rail followed by body work and repainting to keep in good working order.

Coach ARR 552 is constructed with steel sheeting over steel substructure and requires sandblasting exterior sheeting to bare metal, repair of corrosion at the lower sidesill, coach end/side sheet corners, emergency exit window frames, in the vestibules and replacement of the vestibule stairs, side entrance Dutch and trap doors, followed by body work and repainting to keep in good working order.

Both cars will be provided to the Contractor with interiors intact and care must be taken to ensure that interior components are not damaged or adversely affected throughout the duration of the work. All costs associated with the repair or replacement of any portion of the interior as either a direct or indirect result of the work performed under this Contract will be the Contractor's responsibility.

Interior refurbishment work by others (not in this contract) is required to be performed on ARR 552 while the coach is at the contractor's facility. Access to the coach interior shall be permitted for this work and coordinated between both contractors.

In preparation for paint, the Contractor shall remove all windows (along with their associated gaskets), grab irons, exterior lighting (e.g. end lighting), louvers, trim, and any other appurtenances that are not intended to be painted. Dome windows on Coach ARR 552 are to remain installed and all exterior sealant is to be removed and reapplied. All items removed from the exterior of the coaches are to be labeled, stored and protected from damage until re-installation or return to ARRC. No parts are to be discarded until the coach is accepted as complete by ARRC's representative. Special care is to be taken when handling the windows. All removed painted parts are to be stripped and repainted per the specifications in Appendix B prior to reinstallation.

Coach exteriors are to be stripped of all coatings (including body filler) and repainted per Appendix B 'Specifications for Repainting of Passenger Cars and Locomotive Exteriors'. After removal of existing coatings, an assessment of the coach's structure is to be made by Owner's representative with the contractor. It is anticipated that removal of some additional components or decay (in excess of the minimum required for refinishing the exterior) will be necessary to complete the assessment, especially at the end sills. No structural repairs are anticipated that will affect service performance, collision loading, or crashworthiness of the coaches.

After assessment of the car structure, a general repair plan shall be prepared by the Contractor and agreed to by the Owners representative that addresses each failed or damaged item or member.

Minimum Qualifications

Contractor shall have its own rail accessible shop in which to perform all of the work required in this solicitation. Contractor's paint and repair facility shall meet all Local, State and Federal requirements for performing this work. Image is important to Alaska Railroad and as such the Contractor shall have a minimum of five (5) years' experience in painting and repair of heavy equipment. Experience painting railcars or locomotives is preferred. These minimum qualifications may not be satisfied by use of a sub-contractor.

Alaska Railroad employees must be allowed access to make repairs to car included in this contract while located at contractor's shop on an as-needed basis.

Requirements for Car-body Welding (Steel only)

Welding methods are restricted to shielded metal arc welding (SMAW), gas metal arc welding (GMAW), or flux core arc welding (FCAW). FCAW with dual shield is the preferred method.

Approved weld types include, but are not limited to: groove welds, fillet welds, plug welds, slot welds, and butt welds. The method of depositing metal shall be chosen to minimize warpage.

All welders performing work in accordance with listed welding procedures and types shall be qualified and copies of certifications must be provided to ARRC prior to beginning work.

Technique and Workmanship

Equipment: Welding and cutting equipment shall be so designed and manufactured and shall be in such condition as to enable qualified welders to obtain sound welds.

Welding Conditions: Welding shall be restricted to enclosed areas with temperatures not less than 50° Fahrenheit.

Discontinuity Repairs: The amount of metal removed shall be the minimum necessary to remove the discontinuity.

Weld Profiles: Face of fillet welds may be slightly convex, flat or slightly concave.

Repairs after welding

Joint preparation methods: Removal of weld material or portion of the base metal shall only be performed by machining, grinding, chipping, oxygen gouging, air arc, or plasma arc gouging. Unacceptable portion of the weld shall be removed without substantial removal of the base metal.

Extent of Repair: The contractor has the option of either repairing an unacceptable weld or removing and replacing the entire weld.

Distortion Control (Steel): Where required, steel members distorted by welding shall be straightened by mechanical means or by carefully supervised application of a limited amount of localized heating.

Arc Strikes: Arc strikes outside the area of permanent welds should be avoided on any base metal. Cracks or blemishes caused by arc strikes shall be ground to a smooth contour and inspected to ensure soundness.

Cleaning of Single Pass and Multi Pass Welds: Before welding over previously deposited metal, all slag shall be removed and the weld and adjacent base metal shall be clean. This requirement shall apply not only to successive layers but also to successive beads and to the crater area when welding is resumed after any interruption.

Weld Appearance: Weld splatter adhesions shall be removed by sanding or grinding, as required.

Weld Termination: Welds shall be terminated at the end of a joint in a manner that will ensure sound welds.

Scope of Work – Base Bid Items

Perform the following work on cafe coach ARR 351:

Upper Belt Rail Repair:

1. Sand blast all rust out of belt rail.
2. Inspect belt rail for scale and remove decay.
3. Apply weld-through primer paint coat per Alaska Railroad paint specification.
4. Install 2"x2"x1/8" ASTM A588 steel angle cover over the belt rail and stitch weld to keep angle from warping the side sheets. Weld gaps in stitch weld to provide continuous weld top and bottom. Provide taper to the angle at the ends of the car as shown in Attachment A.
5. Apply rust inhibiting primer paint coat to new angle per Alaska Railroad paint specification.

Center Belt Rail Repair:

1. Cut / grind off rivet heads making every effort to prevent rivet shanks from backing out of steel sheeting and structure.
2. Cut and remove side sheeting to expose Center belt line in lengths not exceed ten (10) feet long nor exceeding twelve (12) inches in height.
3. Weld all cut off rivet stems to underlying structure.
4. Inspect inner framing, sand blast, and repair or replace decayed steel parts as needed, install new steel angle backer behind cut sections to support new sheeting.
5. Coat all inner structure with rust inhibiting paint primer.
6. Weld on new 15 gage ASTM A606 side sheeting by stitch welding to old upper sheeting and plug welding to vertical supports keeping the sheeting from warping. Stitch weld in multiple passes to prevent warping until continuous weld is formed.
7. Leave the repaired end open from welding to allow removal of the adjoining section of side sheeting to expose the next section of Center Belt rail.
8. Repeat the previous steps until the Center Belt rail is repaired along entire length of coach, both sides.

Side Sill and End Sill Repairs

1. Block trucks solid.
2. Support side sill with jacks installed a maximum of four (4) feet on center, including additional jacks a minimum of four (4) feet beyond the limits of the repair. Supports shall be located to prevent sagging or distortion to any part of the passenger car while damaged areas are removed. Place supports in locations where contact with the car body structure has sufficient strength to carry the anticipated load without causing damage.
3. Mirror side sill supports on opposite side of coach to maintain side-to-side car balance.
4. Cut and remove lower 8" of side sheeting, both sides of car, in lengths not exceeding ten (10) feet.

5. Power tool clean or blast inner structure to bare metal and degrease. Grit blast exposed side sill to white metal. Any damage to underlying structure must be inspected with owner's representative and repaired as instructed.
6. If corrosion is found above the location of cut, remove additional side sheet as required above lower edge of sidesill frame, not exceeding twenty-four inches (24") in height above lower edge of sidesill.
7. Repair corrosion and decay found on vertical wall uprights.
8. Coat all exposed side sill & inner structure with weld-through primer prior to replacing side sheeting.
9. Replace side sheeting with 15ga ASTM A606. New sheeting to be stitch welded in multiple passes until continuous groove weld is formed to existing side sheeting at top and plug welded 4" O.C. to side sill structure as indicated in Attachment A.
10. Repeat steps 2-9 until all side and end sill repairs are made on both sides of coach.

Side Sheet Repairs:

1. Remove all plastic body filler to bare metal on side sheets of entire car.
2. Inspect coach side sheeting for corrosion and pin-holes with owner's representative.
3. Open up side sheeting by removing area surrounding pin-holes to extents of corroded metal. Note: it is likely that areas surrounding pin-holes will have large areas of corroded side sheeting from inside of coach that will not be visible until sheeting is removed. Sheeting to be removed around original pin-hole until removed area no longer shows evidence of corrosion.
4. Clean up inner sub-structure and coat with rust inhibiting paint primer.
5. Continuously weld in patch of 15ga ASTM A606 steel sheeting matching removed area.

End/Side Sheet Joint Reinforcement:

1. Following sand blasting and sheeting repairs weld ASTM A588 2"x2"x1/8" angle from bottom of side sill to lower edge of end sheet roof radius at all four corners. Stitch weld to prevent warping the side sheets then weld gaps in stitch weld to provide continuous weld top and bottom.

Bottom Side Skirts Repair:

1. Remove all plastic body filler.
2. Remove side skirts sheet metal.
3. Sand blast inner structure, remove obsolete stairs and decayed stair supports, replace all decayed steel and paint with primer.
4. Fabricate and install new side skirts from 15 gage ASTM A606 sheeting. Set back new skirts 1" inside of lower sidesill edge. Skim coat and paint.

Roof Seam Inspection and Sealing

1. Sand blast all roof panels and inspect with Owner's representative.
2. Replace or repair roof panels as directed by Owner's representative after inspection.

3. Reseal all roof seams with Sikaflex before painting.

Body Work

1. Remove all grab irons, twist-locks, blue flag brackets, letter boards and metal badges along car body as shown in Attachment A drawings.
2. Sand blast all painted surfaces and remove all plastic body filler down to bare metal. Assess the condition of side sheeting with Owner's representative.
3. Replace or repair side and end sheeting as indicated in Attachment A and as directed by Owner's representative. Side sill sheeting to be replaced with 15ga ASTM A606 (weathering steel).
4. Prime all surfaces.
5. Apply minimum amount of new body filler to provide a smooth to smooth-rolling exterior surface.

Window Frame Repair

1. Remove all coach windows. Use caution to avoid damaging any window glazings.
2. Sand blast or grind all window surrounds and adjacent sheeting to bare metal. Inspect for decay.
3. Replace sheeting and repair underlying structure where decay is found.
4. Paint exterior-exposed, bare-metal window frames to match window seals.
5. Reinstall windows using new ARRC rubber seals and Sikaflex.

Paint

1. After all coach repairs and improvements are made, paint car per Appendix B, 'Specifications for the repainting of passenger cars and locomotive exteriors' and Attachment A page 3, 'ARR 351 Paint and Stencil Arrangement'.

Perform the following work on cafe coach ARR 552:

Vestibule Stair Replacement (both sides of coach)

1. Remove existing vestibule side exit stair treads.
2. Cut and remove existing stair box at body transition line (12" below vestibule floor elevation).
3. Weld 1"x0.5"x36" tap plates to outside of remaining stair box (4 places).
4. Match drill and tap 1/4"-20 through new stair box (Add. Alt. 1 or by others).
5. Shim as needed to provide snug fit between existing stair box structure and new stair box and install into vestibule using 1/4"-20 18-8 Stainless steel button head Torx screws. Fasteners to be installed with Loctite Threadlocker Red 271 and torqued to 57 in-lb.

Vestibule Dutch Door and Trap Door Replacement (both sides of coach)

1. Remove existing trap doors, upper and lower Dutch doors. Retain all window glass and hardware for possible reuse.
2. Finish, paint and assemble new trap doors, upper and lower Dutch doors (add. alt. 1 or by others) per Attachment B.
3. Install trap doors, upper and lower Dutch doors per Attachment B.

Vestibule Improvements

1. Remove existing flooring, repair or replace underlying decayed metal.
2. Replace vestibule flooring with 3/16" 304SS diamond tread plate welded to existing structure.
3. Add 12ga stainless steel kick plate along base of forward vestibule wall per Attachment B page 2.
4. Remove existing end crossover plates.
5. Fabricate and install new crossover plates to match existing from 3/16" 304SS diamond tread plate.

End/Side Sheet Joint Reinforcement

1. Following sand blasting and sheeting repairs weld ASTM A588 2"x2"x1/8" angle from bottom of side sill to lower edge of end sheet roof radius at all four corners. Stitch weld to prevent warping the side sheets then weld gaps in stitch weld to provide continuous weld top and bottom.

Bottom Side Skirts Repair

1. Remove hinged lower side skirts.
2. Sand blast inner and outer surfaces, repair all areas effected by corrosion, replace all decayed metal supports and paint with primer.
3. Reassemble and paint.

Roof Seam Inspection and Sealing

1. Sand blast all roof panels and inspect with Owner's representative.
2. Replace or repair roof panels as directed by Owner's representative after inspection.
3. Reseal all roof seams with Sikaflex before painting.

Window Frame Repair

1. Remove all flat emergency exit side and upper windows.
2. Sand blast or grind all emergency exit window frames and adjacent sheeting to bare metal. Inspect for decay.
3. Replace sheeting and repair underlying structure where decay is found.
4. Reinstall windows using existing or new ARRC rubber seals (as available) and Sikaflex.

Dome Windows

1. Dome windows are not to be removed from Car Body. *USE CAUTION WHEN WORKING NEAR WINDOWS TO AVOID CAUSING ANY DAMAGE TO CURVED WINDOW GLASS.*
2. Scrape or manually remove all exterior window sealant.
3. Sand blast or grind exposed window surrounds and adjacent sheeting to bare metal. Inspect for decay.
4. Replace sheeting and repair underlying structure where decay is found.
5. Coat bare metal with primer.
6. Install new black Dowsil 795 Silicone Building Sealant continuously in a tidy manner around windows.

Body Work

1. Remove all grab irons, twist-locks, blue flag brackets, letter boards and metal badges along car body as shown in Attachment B drawings.
2. Sand blast all painted surfaces and remove all plastic body filler down to bare metal. Assess the condition of side sheeting with Owner's representative.
3. Replace or repair side and end sheeting as indicated in Attachment A and as directed by Owner's representative. Side sill sheeting to be replaced with 15ga ASTM A606 (weathering steel).
4. Prime all surfaces.
5. Apply minimum amount of new body filler to provide a smooth to smooth-rolling exterior surface.

Paint

1. After all coach repairs and improvements are made, paint car per Appendix B, "Specifications for the repainting of passenger cars and locomotive exteriors" and Attachment B page 3, "ARR 552 Paint and Stencil Arrangement".

Contract Schedule

Cars are available for work as shown in the table below:

CAR NUMBER	AVAILABLE STARTING	SUBSTANTIAL COMPLETION	FINAL COMPLETION
ARR 351	9/27/24		3/28/25
ARR 552	9/27/24		3/28/25

Milestone inspections

The Milestone Inspections listed below must be accomplished and signed off by ARRC representatives prior to starting the subsequent work. Work performed under future Milestones prior to approval of current Milestone may require rework to allow proper inspection:

1. Initial walkthrough
 - a. Inspect window glazing condition, interior condition, scope of work & expectations.
2. After sandblast
 - a. Identify corrosion and metal repairs.
3. After repairs and roof sealing
 - a. Metal repairs and roof sealing must be approved in bare-metal state prior to application of body filler or primer.
4. After bodywork and primer, before final paint.
5. After paint
 - a. Prior to Final Assembly to address any paint rework.
6. Final assembly / prior to delivery

Milestone inspections should be planned by the contractor roughly one week in advance of inspection date and include all ARRC stakeholder personnel.

Substantial Completion: Substantial Completion shall be on or before March 3, 2025, unless accepted and agreed upon otherwise by the Owner. This completion scope includes all work items contained within the Contract Documents, up to application of Final Paint, including any punch list items recorded during prior inspections.

Final Completion: Final Completion shall be on or before March 28, 2025, 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, fully serviceable for the intended use and ready to switch back to ARRC yard.

Liquidated Damages: Should the Final Completion Delivery Date be missed and if the Owner and the Contractor cannot agree on amenable terms of an extension then liquidated damages may be deducted.

Liquidated damages will be assessed in the sum of \$7,500 therein for each calendar day of delay beyond the date of Substantial Completion. Liquidated damages shall not, in any event, exceed twenty percent (20%) of the Contract Price.

End of Section

APPENDIX B

SPECIFICATIONS

SPECIFICATION FOR THE REPAINTING OF PASSENGER CAR AND LOCOMOTIVE EXTERIORS

Revision No. 4, June 2016

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1.0 GENERAL

1.1 Scope: This specification covers the surface preparation and coating application requirements for performing maintenance painting on the exterior of railroad passenger cars and locomotives for Alaska Railroad Corporation (ARRC). In this context, exterior refers to the sides, roof, ends, vestibule interior(s) and underframe equipment. Substrates include existing intact and adherent coating, high strength low alloy carbon steel, aluminum and durable epoxy body filler. Maintenance painting may include any of the following strategies: spot repairs, spot repairs and over coating, zone repairs and full removal and replacement.

Surface preparation shall include methods for spot repairs, spot repairs and over coating, zone repairs and full removal and replacement of existing coating systems.

Power Washing, LPWC	SSPC-SP WJ-4/NACE WJ-4
Solvent Cleaning	SSPC-SP 1
Hand and Power Tool Cleaning SSPC, SP 11	SSPC-SP 2, SSPC-SP 3, SSPC-SP 15,
Abrasive Blast Cleaning	SSPC- SP 7/NACE No. 4, SSPC-SP 6/NACE No. 3, SSPC-SP 16
Aluminum Preparation	ASTM D1730

Coating application methods include brush, roller, dauber, conventional spray, HVLP (high volume low pressure) spray, airless spray and plural component airless spray for polyurea application.

1.2 Reference Documents: The following is a listing of the publications referenced in this section of the Technical Specifications. Unless otherwise noted, the latest revision of the standards in effect at the time of bid shall apply. The absence of a reference otherwise identified does not negate the requirements or information therein.

American Society for Testing Materials

ASTM D1730 09	Standard Practices for Preparation of Aluminum and Aluminum-Alloy Surfaces for Painting
ASTM D 3359	Standard Test Methods for Measuring Adhesion by Tape Test
ASTM D 4138	Standard Test Methods for Measurement of Dry Paint Thickness of Protective Coating Systems by Destructive Means

ASTM D 4285	Standard Test Method for Indicating Oil or Water in Compressed Air
ASTM D 4414	Standard Practice for Measurement of Wet Film Thickness by Notch Gages
ASTM D 4417	Standard Test Methods for Field Measurement of Surface Profile of Blast Cleaned Steel. Method C
ASTM D 4541	Standard Test Method for Pull-Off Strength of Coatings Using Portable Adhesion Testers
ASTM D4752	Standard Test Method for Measuring MEK Resistance of Ethyl Silicate (Inorganic) Zinc-Rich Primers by Solvent Rub”
ASTM D 6386	Standard Practice for Preparation of Zinc (Hot-Dip Galvanized) Coated Iron and Steel Product and Hardware Surfaces for Painting
ASTM D 7091	Standard Practice for Nondestructive Measurement of Dry Film Thickness of Nonmagnetic Coatings Applied to Ferrous Metals and Nonmagnetic, Nonconductive Coatings Applied to Non-Ferrous Metals

SSPC: The Society for Protective Coatings (SSPC)

SSPC-SP 1	Solvent Cleaning
SSPC-SP 2	Hand Tool Cleaning
SSPC-SP 3	Power Tool Cleaning
SSPC-SP 15	Commercial Grade Power Tool Cleaning
SSPC- SP 7/ NACE No. 4	Brush-Off Blast Cleaning
SSPC-SP 6/ NACE No. 3	Commercial Blast Cleaning
SSPC-SP WJ-4/NACE WJ-4	Waterjet Cleaning of Metals WJ-4 – Light Cleaning
SSPC-SP 16	Brush-Off Blast Cleaning of Coated and Uncoated Galvanized Steel, Stainless Steels, and Non-Ferrous
Ferrous	Metals

SSPC-VIS 1 Visual Standard for Abrasive Blast Cleaned Steel

SSPC-VIS 3 Visual Standard for Hand and Power Tool Cleaned Steel

Equipment and Coating Manufacturer Published Instructions Code of Federal Regulations (CFR)

29 CFR 1910, Occupational Safety and Health Regulations for General Industry

29 CFR 1926, Occupational Safety and Health Regulations for the Construction Industry

40 FR 261-268, Resource Conservation and Recovery Act (RCRA)

2.0 MATERIALS: All supplied materials shall be finest quality, suitable for the intended purpose and supplied in original unopened containers. Provide Manufacturer's Warranties for coating performance including blisters and adhesion to properly prepared surfaces. All finish coating products shall also be supplied with the Manufacturer's Warranty for gloss and color retention. Provide manufacture technical data sheets and material safety data sheets for all materials supplied and incorporated into the work.

2.1 Abrasives: Supply abrasives meeting the requirements of SSPC-AB 1 (Mineral and Slag Abrasives) and/or SSPC-AB 4 (Recyclable Encapsulated Abrasive Media). In no case shall steel or iron abrasives be used on stainless steel, aluminum or galvanized surfaces.

2.1.1 Mineral abrasives shall be Type 1¹, Grade 1² Class A³ mineral abrasives per SSPC-AB 1 that will remove existing coating, rust, and scale from substrates to be prepared by abrasive blast cleaning. Abrasives shall be free of oil and meet the water soluble contaminant requirements of Section 4.1.4. When recyclable abrasives are used verify the cleaned recycled abrasive meets the requirements of 4.4 Quality Control Tests for Recycled Work Mix.

2.1.2 Encapsulated abrasive (e.g. Spongjet) shall contain mineral abrasives meeting the requirements of 2.1.1. and produce an anchor profile of 0.5 to 1.5 mils. Recycled and cleaned encapsulated abrasive media shall conform to the requirements of SSPC-AB 4 Sections 6.2.1.2 Test for Classifier Efficiency, 6.2.2 Water-Soluble Contaminants and 6.2.3 Oil Content.

2.2 Coatings and Thinners: Provide paints, coatings, thinners in original unopened containers. Products or product components that have exceeded their shelf life before the date of application shall not be used. Use only thinners recommended by the coating

¹ Natural mineral Abrasives

² Abrasives that produce surface profiles of 1.5 to 2.5 mils (38 to 64 micrometers [μm]) when tested in accordance with Section 4.1.8.

³ Containing no more than 1.0% free silica

manufacturer. The coating products listed herein are representative of the type and quality required for application. All coatings shall be provided by the same manufacturer⁴. Table 1 provides alternate systems by PPG Industries and Sherwin-Williams.

2.2.1 Substitutions - Materials specified are those which have been evaluated for the specific service. Products are listed to establish a standard of quality. ARRC approved equal(s) for each product may be substituted. Submit requests for material substitution no later than two weeks⁵ prior to date of surface preparation. No substitution of materials is allowed without ARRC written approval. All coatings shall be provided by the same manufacturer⁴. Products of manufacturers other than those specified or approved by ARRC will be accepted when proven to the satisfaction of the County they are equal in composition, durability, usefulness and convenience for the purpose intended. Substitutions will be considered provided the following minimum conditions are met:

The proposed coating or paint system shall have a dry film thickness (DFT) equal to or greater than that of the specified system.

The proposed coating or paint system shall employ an equal or greater number of separate coats.

The proposed coating or paint system shall employ coatings or paints of the same generic type.

All requests for substitution shall carry full descriptive literature and directions for application, along with complete information on generic type, non-volatile content by volume and a list of 10 similar projects, all at least three years old, where the coatings or paints have been applied to a similar exposure.

If the above mentioned data appears to be in order, ARRC may require that the Contractor provide certified laboratory data sheets showing the results of complete spectrographic and durability tests accomplished on the proposed substitute. An independent testing laboratory satisfactory to ARRC shall accomplish tests and all costs incurred in the testing program shall be borne by the Contractor. In any case, ARRC shall be sole and final judge of the acceptability of any proposed substitution. Requests for substitution must be approved in writing.

2.2.2 Primer: Primer coats may include wash primers for aluminum, galvanized and stainless substrates, epoxy primer for steel surfaces or penetrating sealers to serve as tie-coats for application over existing coatings.

⁴ Should use of materials from different manufacturers be requested include a letter from at least one of the manufacturers that states it will warranty against all compatibility related failures.

⁵ material availability may require a different lead time

Dupont WP™ Chrome-Free Wash/Etching Pre-Treatment Primer

Corlar® 2.1-St™ Satin High Solids Epoxy Mastic

Imron® Industrial Strength Low VOC Polyurethane Primer

DuPont™ Epoxy DTM Primer/Sealer 2510S/2540S/2570S/2580CR under filler

2.2.3 Intermediate Coat: Intermediate coats may include epoxy, polyurethane or moisture cure polyurethane to provide barrier protection and film build.

Corlar® 2.1-St™ Satin High Solids Epoxy Mastic

2.2.4 Finish Coat: The finish coat shall be a two component polyurethane product with excellent color retention weather resistance. Fluoropolymer coatings based on urethane chemistry may be submitted for review. Provide finish coating products in the colors required for the work. See Section 2.3 and Section 4.0 of this specification.

Imron® 3.5 HG™ +Polyurethane High Gloss Topcoat

Clear Coat- The clear coat shall be two-component polyurethane compatible with the finish coat

Imron® 3.5 HG-C™ High Gloss Clear Polyurethane

2.3 Colors: Provide finish coats to match the following color designations even if the coating supplier is not the manufacturer identified.

Aluminum: Seymour of Sycamore, Inc. #620-1411
Sherwin Williams B59S11

Other Colors:

Exterior Dupont Imron 5000 (numbers for Imron 3.5HG):

Yellow: 54701
Blue: 63203
Black: 24926
Silver: see Aluminum
Clear Coat: Imron 3.5HG-C clear

Interior Dulux Color Numbers:

Beige: LFQ4G34P (locomotive cabs and short hoods)
Grey: LF25W34P (locomotive engine rooms)

2.4 Caulks, Sealants and Body Fillers: Provide paintable caulks and sealants recommended by the coating manufacturer. Use high solids epoxy body putty suitable for repair of dents, buckles and depressions in the car bodies. Table 2 provides alternate products for use with PPG Industries systems.

Suitable products include:

DuPont™ Premier Filler™ LE 3401S™/LE 3404S™/ LE 3407S™ Urethane Primer Filler

DuPont Premium Lightweight Body Filler 313

3M™ Quick Grip Filler /3M™ Short Strand Fiberglass Reinforced Filler

3.0 EXECUTION

3.1 Workmanship: The performance of all work will be in accordance with industry standards, best practices and applicable state local and federal safety and environmental rules and regulations. Public image is very important to ARRC and the major purpose in undertaking this work is to promote that image including appearance and stewardship.

3.2 Surface Preparation

NOTE: The contractor is hereby advised that many passenger cars still in service were built long before lead-based paints went out of favor and it is most likely that such paint will be found on them.

3.2.1 Surfaces shall be prepared in accordance with paint manufacturer's requirements and recommendations to the extent that they exceed this specification. The contractor shall bring to the attention of ARRC's project manager for resolution any conflict between these specifications and the manufacturer's published data. Tables 3 and 4 provides summary directions for surface preparation based on the substrate and maintenance painting requirements. Do not conduct final surface preparation unless the substrate temperature is a minimum of 5°F above the dew point. Provide clean dry compressed air for all operations where air may be used for surface preparation, surface blow-down, and coating application.

3.2.2 Cleaning- Prior to beginning surface preparation power wash and solvent clean (SSPC-SP 1) all surfaces to be prepared and coated. Use cleaning aids acceptable to the Engineer as necessary to remove soot, soils, sap, and surface dirt. Do not conduct surface preparation unless the substrate temperature is a minimum of 5°F above the dew point.

3.2.3 Spot Repairs- All areas of rust, corrosion, defective paint, cracked, lifting, deformed or otherwise defective caulks, sealers and fillers and oxidation shall be removed. Exposed bare metal shall be solvent cleaned and prepared by abrasive blast cleaning (SSPC-SP 6) or may be prepared using power tool cleaning (SSPC-SP 11 or SSPC-SP 15). Produce an anchor profile of 1.5 to 2.0 mils as measured in accordance with ASTM D4417 Method C. Any defects on passenger cars requiring more than 1/8" of filler shall be brought to the attention of ARRC and work held pending a decision as to best method for repair.

Prepare existing adherent existing coating that will remain around the spot repair by sanding using hand or power tools (SSPC-SP 2 or SSPC-SP 3). Feather the edges of the coating around all spot repairs a minimum of 2 inches onto the existing coating and provide a smooth transition for the coating to be applied. Note that removed caulks, sealants and fillers will be replaced in kind. 3.2.3.

3.2.4 Spot Repairs and Overcoating- Perform spot repairs as required in Section 3.2.2. Adherent paint that will remain and be overcoated shall be etched or sanded in accordance with SSPC-SP 3 or SSPC-SP 7 for Steel and SSPC-SP 3 or SSPC-SP 16 for Aluminum and/or Stainless Steel.

3.2.5 Removal and Replacement- Complete or zone removal⁶ of the existing coatings shall be performed by abrasive blast cleaning in accordance with SSPC-SP 6. Provide an anchor profile of 1.5 to 2.0 mils as measured in accordance with ASTM D4417 Method C. Conduct the cleaning with care when moving from steel to aluminum or stainless steel surfaces to avoid excess damage and unacceptable anchor profiles.

3.2.6 Use of Abrasives- Whenever abrasive blasting is performed; protect all surfaces not to be painted from damage and contamination by abrasives. This shall include air intakes, vents, bright metal, glass, gaskets, machined surfaces and mechanical and electrical equipment. All dust, abrasives and other interference materials shall be removed before priming.

3.2.7 Cleanliness-Verify the degree of cleanliness meets the applicable surface preparation criteria. Use SSPC-Vis 1 as an aid in evaluating surfaces prepared by abrasive blast cleaning. Use SSPC-Vis 3 as an aid in evaluating surfaces prepared by hand and power tool cleaning.

3.3 Seams and Uneven Surfaces

All seams and uneven surfaces, dents (depressions) in surface shall be roughened, feathered out primed and filled with compatible body filler suitable for temperature extremes of -60 to +100 F. Some patch work may need to be continuous from seam to

⁶ Zone removal refers to large surface areas that require removal and replacement but not to the extent that the entire car requires maintenance painting. For example, the work may be limited to trucks or roofs.

seam, to prevent an undesirable finish variation. Old lettering (unless it is to be reapplied) shall be sanded out or filled so as to be illegible after application of the primer coat.

3.3.1 In preparation for painting, girder sheets shall be repaired and any loose side sheeting re-secured using fastening techniques standard to the car's original construction.

3.3.2 Holes, large dents, tears and corroded areas shall be patched (by welding with applicable type of stainless steel, aluminum or steel rod). Small dents (up to 1/8" deep) shall be filled using an epoxy or polyurethane body filler. Patch all damaged areas. Priming of mild carbon steel and non-ferrous metals shall be done before occurrence of any corrosion (detectable by eye or touch). Total film thickness of primer shall be 5 to 6 mils (wet) applied in one coat.

3.4 Application

3.4.1 All materials shall be applied and allowed to cure in strict accordance with manufacturer's requirements and recommendations. All applications and curing shall be done in a warm, dry and dust free atmosphere.

Ambient Conditions - Apply coatings under the following conditions unless the requirements of the coating manufacturer are more restrictive. .

Surface and Air Temperatures - Between 50°F and 110°F.

Relative Humidity - Less than 85%.

Dew Point - Surface temperature at least 5°F above the dew point temperature of the surrounding air.

Frost/Rain - Do not apply coatings to surfaces containing frost or during rain, fog, or similar conditions.

Remove and replace any paint that is exposed to unacceptable conditions (e.g. rain or dew) prior to adequate curing.

It is the responsibility of the contractor to assure that the old finish is compatible with the new materials for spot repairs and overcoating. Any rework necessary due to reaction between the two materials shall be performed at no charge to ARRC.

3.4.2 Pre-treat prepared bare aluminum surfaces with Dupont WP™ Chrome-Free Wash/Etching Pre-Treatment Primer

Primer	Urethane	DFT	3-5
Primer	Epoxy Mastic	DFT	5-8

3.4.3 Primer shall be applied immediately after completion of surface preparation. In the case of bare metal, it shall be completed before the formation of any oxides.

3.4.4 Total film thickness of primer shall be 5 to 6 mils.

3.4.5 Finish coat and lettering

3.4.6 Finish coats shall be applied well within the time limits after immediately prior coat as specified by the paint manufacturer.

3.4.7 Application shall consist of two coats totaling 1.5 to 2 mils DFT.

3.4.8 Lettering shall be applied as shown on the detailed diagram.

3.4.9 Required lettering and logos will be painted on and cleared over.

3.4.10 Edges of all logos and any other decals or Scotch-Lite shall be sealed with a coat of clear lacquer prior to final (clear) coat.

3.4.11 Final Coat: After all painting and lettering is complete the entire car body shall be given one coat of Dupont Imron 3.5 HG-C™ clear-coat within the recoat window of the pigmented finish coats. The finished product shall present a high gloss “wet” appearance.

4.0 Color Scheme

Paint scheme shall be as described on the specific painting diagram for the particular piece of equipment involved. The basic color scheme is described here for information only:

4.1 Aluminum, HSLA steel and flat panel Budd built (“smooth side”) passenger cars:

Car body:

Blue with two yellow strips (on sides only, corner post to corner post):

On girder sheet: $21\frac{7}{8}$ " wide from $57\frac{1}{4}$ " to $79\frac{1}{8}$ " Above Top of Rail (ATR).

On letter board: $3\frac{7}{8}$ " wide from $131\frac{7}{8}$ " to $135\frac{3}{4}$ " ATR.

Roof: Blue

Lettering:

Blue, on 21 7/8" yellow stripe as follows:

“ALASKA” in 9 1/4" (nominal) stylized font at left end of stripe (BR and AL), centered over truck.

Road number In 8" (nominal) stylized font, right end of strip (BR and AL), centered over truck.

Alaska Railroad logotype, 24" roundel, (yellow letters with open background allowing 63203 Blue to show), located at right end of each side (BL and AR) centered vertically on blue and horizontally 30" to the right of the visual end of the area (corner post or door post) if space permits, but not less than 21". (Omit where space is insufficient.)

4.2 Underframe equipment: Black. Protect all tags, nameplates and stainless steel. Do not paint these items.

4.3 Trucks: Silver (aluminum color enamel per 2.3 applied without primer)

4.4 Fluted Stainless steel passenger cars shall be unpainted except as follows:

Striping: A blue stripe shall run the full length of the letter board

Lettering: “ALASKA” in extended yellow stylized font visually centered⁷ on the letter board. Name or road number in yellow stylized font on a blue background

Logotype, underframe equipment and trucks: same as smooth side cars

5.0 QUALITY CONTROL

5.1 Contractor - The Contractor shall be held in strict accordance with the requirements and intent of the Specifications.

5.1.1 The Contractor shall perform and document Quality Control inspections and testing specified herein on all phases of surface preparation and coating application throughout the duration of the contract. Procedures or practices not specifically defined herein may be used provided they meet recognized and acceptable professional standards and are approved by ARRC.

Ambient Conditions – Sling Psychrometer, Electronic Gages

Cleanliness of compressed air supplies- ASTM D4285 at least once per shift

Degree of Cleanliness – As defined in the appropriate preparation standard aided by use of SSPC-Vis 1 and SSPC-Vis 3

⁷ On dome cars “visually centered” means centered on the dome.

Anchor Profile - ASTM D4417 Method C

Coating Mixing and Thinning - Products and thinner batch numbers

Include induction time and potlife as appropriate.

Coating Wet Film Thickness (WFT) - ASTM D4414

Coating Dry Film Thickness (DFT) - SSPC-PA 2, Level 3 Criteria

5.1.2 All materials furnished and all work accomplished under the Contract shall be subject to Quality Assurance (QA) inspections by ARRC at its discretion. The Contractor shall provide access and allow for adequate time to perform all inspections. ARRC will pay the cost of its own inspection.

5.1.3 Work accomplished in the absence of prescribed inspections and may be required to be removed and replaced under the proper inspection. The entire cost of removal and replacement, including the cost of all materials used in the work thus removed, shall be borne by the Contractor regardless of whether the work removed is found to be defective or not.

6.0 UNACCEPTABLE DEFECTS: Unacceptable defects in the applied coating system shall be corrected at no cost to ARRC. Unacceptable defects include deficiencies in surface preparation or coating application that are:

6.1 Detectable by touch or unaided eye at any distance such as:

Off spray or dry spray (rough, sandy finish)

Bubbles, blistering, cracked, lifting or peeling coating

Over-spray or any paint on bright metal, glass and surfaces not scheduled for painting

6.2 Visible from a distance of three feet or more in any lighting condition as determined by ARRC: These include:

Sags, curtains, runs or wrinkles

Air bubbles, pin holes, craters, fish eyes or other poor wetting

Blushing, color bleeding

Fuzzy color separation

Orange peel finish visible from a distance of 10 feet or greater

7.0 COMPLETION

7.1 All masking shall be removed and touch-up work complete before equipment is released or shipped to ARRC.

7.2 ARRC reserves the right to perform a final inspection before shipping is permitted.

8.0 WARRANTEE: The contractor shall warrantee the finish against defects in materials and workmanship for two years of normal service anywhere on the Alaska Railroad.

8.1 The Contractor warrantee shall include the adhesion of paint including bubbles, blisters, cracking, delamination, peeling and flaking between coats or between the underlying substrates and coating materials. If any repairs become necessary, the contractor shall perform the work at a time and place convenient to ARRC. ARRC shall make every effort to release the equipment to the contractor at a time and place convenient to the contractor, but actual performance will of necessity be constrained by operational considerations.

8.2 The coating manufacturer shall provide a ten year warranty against color or gloss change of the finish coat and clear coats following its inspection of the [completed] work.

Table 1 – Coatings and Thinners for the Exterior Surfaces of Rail Cars.

Coat	Manufacturer Product Recommendations		
	DuPont	PPG	SW
Primer	Dupont WP™ Chrome-Free Wash/Etching Pre-Treatment Primer	PPG Delfleet F4940 3.5 VOC Wash Primer See note 1.	E2G970 Chrome Free Wash Primer
	Corlar® 2.1-St™ Satin High Solids Epoxy Mastic	PPG Amercoat AT 370 Epoxy Primer	NP75 Epoxy Primer
	Imron® Industrial Strength Low VOC Polyurethane Primer	-	E2A819 Urethane Primer
	DuPont™ Epoxy DTM Primer/Sealer 2510S/2540S/2570S/2580CR (for under filler)	-	E2A960 Epoxy Sealer
Intermediate	Corlar® 2.1-St™ Satin High Solids Epoxy Mastic	PPG Amercoat 370 Epoxy Primer	NP75 Epoxy Primer
Finish	Imron® 3.5 HG™ +Polyurethane High Gloss Topcoat	PPG Amercoat 450H Polyurethane See Note 2.	Genesis® 3.5 Urethane Topcoat)
	-	PPG AUE 360 Polyurethane See Note 3.	-
Clear Coat	Imron® 3.5 HG-C™ High Gloss Clear Polyurethane	PPG AUE40 Industrial Clear	CC950 Clear coat

Note 1- Use only under Urethane Primers on Aluminum

Note 2- This product is recommended to be used without a clear coat.

Note 3- This finish coat product can be clear coated with PPG AUE40 Industrial Clear

Table 2 – Caulks, Sealants and Body Fillers for the Exterior Surfaces of Rail Cars.

	DuPont	PPG	SW
Caulks, Sealants and Body Fillers	DuPont™ Premier Filler™ LE 3401S™/LE 3404S™/ LE 3407S™ Urethane Primer Filler	PPG Delfleet F 3975 Urethane Surfacer	Request Recommendations
	DuPont Premium Lightweight Body Filler 313	Recommendation- Evercoat Quantum Filler	-

Table 3 – Surface Preparation and Maintenance Painting Guidance for the Exterior Surfaces of Rail Cars.

Exterior Railcar Substrate	Maintenance Painting	Surface Preparation	Bare Metal Treatment	Primer	Finish	Clear Coat
Aluminum	Spot	SP 2, SP 3, SP 15, SP 16	Wash Primer	Epoxy	Polyurethane	Polyurethane
	Zone	SP 2, SP 3, SP 15, SP 6	Wash Primer	Epoxy	Polyurethane	Polyurethane
	Overcoat	SP 2, SP3, SP 16	Wash Primer	Epoxy	Polyurethane	Polyurethane
	Replace	SP 6	Wash Primer	Epoxy	Polyurethane	Polyurethane
Steel	Spot	SP 2, SP 3, SP 15, SP 16	Epoxy	Epoxy	Polyurethane	Polyurethane
	Zone	SP 2, SP 3, SP 15, SP 6	Epoxy	Epoxy	Polyurethane	Polyurethane
	Overcoat	SP 2, SP3	Epoxy	Epoxy	Polyurethane	Polyurethane
	Replace	SP 6	Epoxy	Epoxy	Polyurethane	Polyurethane
Stainless Steel	Spot	SP 2, SP 3, SP 15, SP 16	Wash Primer	Epoxy	Polyurethane	Polyurethane
	Zone	SP 2, SP 3, SP 15, SP 6	Wash Primer	Epoxy	Polyurethane	Polyurethane
	Overcoat	SP 2, SP3, SP 16	Wash Primer	Epoxy	Polyurethane	Polyurethane
	Replace	SP 6	Wash Primer	Epoxy	Polyurethane	Polyurethane

Table 4 – Surface Preparation and Maintenance Painting Guidance for the Exterior HVAC Wells and Roofs.

Exterior	Maintenance Painting	Surface Preparation ¹	Bare Metal Treatment	Primer	Finish ²	Clear Coat
Railcar Roof	Spot	SP 2, SP 3, SP 15, SP 16	Immersion Grade Epoxy	Recommended Epoxy Primer	Polyurea	N/A
	Zone	SP 2, SP 3, SP 15, SP 6	Immersion Grade Epoxy	Recommended Epoxy Primer	Polyurea	N/A
	Replace	SP 6	Immersion Grade Epoxy	Recommended Epoxy Primer	Polyurea	N/A

1. Polyurea does not lend itself to overcoating.
2. Polyurea shall be used to line HVAC wells to achieve a water tight seal from standing water. Other roof top surfaces may be coated with the systems identified for the metal substrate of the roof.

APPENDIX C

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 must be F.O.B. Ex Works, facility that work is being performed at.

Evaluation Factors:

Per Alaska Railroad Procurement Rules 1300.4-A the following factors may be used in determining the low bid but not limited to:

- (8) Transportation charges (shipping costs for the coaches to and from the contactor)
- (10) other factors determined to be pertinent or peculiar to the procurement. (Airfare or other costs associated for inspections)

For the purposes of this bid the number of hours used to calculate the labor rate is based off the ARRC internal estimate. The estimated quantities of hours of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Amount. Payment to the Contractor shall be made only for the actual quantities of hours of Work performed and accepted or materials furnished, in conformance with the Contract Documents. Markup on materials will be limited to 10% and receipts will be required for payment.

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 and be in the best interest of the Alaska Railroad. Award will be made in the aggregate or by line item, whichever is deemed, by the Contract Administrator to be in the best interest of the ARRC. This may result in multiple awards, The bid award is contingent on the availability of Federal Transit Administration and Alaska Railroad Corporation funds.

Cost Schedule continued on next page

<u>Description</u>	<u>UOM</u>	<u>Price</u>
<u>Base bid items:</u>		
Item 1: ARR 351		
a. Disassembly, media blast and prep for painting:	LUMP SUM	\$ _____
b. Repairs:	LUMP SUM	\$ _____
c. Paint application and finishing:	LUMP SUM	\$ _____

Item 2: ARR 552		
d. Disassembly, media blast and prep for painting:	LUMP SUM	\$ _____
e. Repairs:	LUMP SUM	\$ _____
f. Paint application and finishing:	LUMP SUM	\$ _____

Add. Alt. items:

1. Fabrication of ARR 552 Trap Doors, Upper & Lower Dutch Doors per Attachment C - 'ARR 552 Add. Alt. 1 Part Fabrication Plans'.	LUMP SUM	\$ _____
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Lump Sum Total for ARR 351, ARR 552 & Add. Alt. 1 \$ _____

COMPANY NAME

SIGNATURE BY AND FOR THE BIDDER

COMPANY ADDRESS

PRINTED NAME OF ABOVE BIDDER

DATE OF BID

CONTACT PHONE NUMBER

CONTACT EMAIL & CELL NUMBER

APPENDIX D

BIDDERS 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

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 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 (see specific requirements below):

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.

C. NON-PUBLICLY TRADED COMPANIES WITHOUT AUDITED OR REVIEWED FINANCIAL STATEMENTS: Company generated financial statements, including balance sheet, statement of earnings and retained income for the most recent three years. The Chief Financial Officer of the corporation, a partner, or owner, as appropriate, must certify these financial statements.

D. SOLE PROPRIETORSHIPS: Refer to C. If financial statements are not generated, please fill out and sign the Financial Statement form attached hereto. Submit one form for each of the most recent three years.

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

PART VII -VERIFICATION AND ACKNOWLEDGMENT

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

STATE OF _____

COUNTY OF _____

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

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

Signature of Certifying Individual

Date

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

Signature of Notary

Notary Public in and for the State of _____

My Commission Expires: _____

NOTICE TO PROPOSERS

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

Financial Statement

To be completed by Proposers that do not produce company generated financial statements, including balance sheet, statement of earnings and retained income for the most recent three years (one sheet per year.)

ASSETS

Cash on Hand and in Banks	\$ _____
Account and Notes Receivable	\$ _____
Fixed Assets (net of depreciation)	\$ _____
Other Assets	\$ _____
Total Assets	\$ _____

LIABILITIES

Accounts Payable	\$ _____
Notes Payable to Banks in next twelve months	\$ _____
Notes Payable to Others	\$ _____
Taxes Payable	\$ _____
Long Term Liabilities (More than twelve months)	\$ _____
Other Liabilities	\$ _____
Total Liabilities	\$ _____

Net Worth	\$ _____
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INCOME FROM OPERATIONS

Revenue	\$ _____
Interest	\$ _____
Cost of Goods Sold (if appropriate)	\$ _____
Gross Profit	\$ _____
General & Administrative Expenses	\$ _____
Depreciation	\$ _____
Interest Paid	\$ _____
Net Gain or Loss	\$ _____

I hereby certify that the above information is true and accurate to the best of my knowledge and belief. I understand false statements may result in denial of a contract, and possible debarment for a period of five years.

Signature of Owner or Officer

Date Signed

Company Name

For the Year Ended

Federal ID

APPENDIX E

**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

Facsimile Number Form 395-0132

APPENDIX F

GENERAL TERMS AND CONDITIONS (General Service Contracts) (Revised 4/29/08)

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.

"Contractor" shall mean the person or entity entering into the contract to perform the work or services 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.

"Services" shall mean any work, labor, time, effort or other services furnished by Contractor to ARRC under the contract.

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

3. Claims. Any claim by Contractor for additional compensation or equitable adjustment arising under this contract which is not disposed of by mutual agreement must be made by Contractor 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 Contractor 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 Contractor 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 Contractor shall post in conspicuous places,

available to employees and applicants for employment, notices setting out the provisions of this paragraph.

4.2 The Contractor 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 Contractor 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 Contractor'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, Contractor shall be entitled to receive payment in accordance with the payment provisions of this contract for services rendered or 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 services.

5.2 In addition to ARRC's right to cancel 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:

(1) 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

(2) 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

(3) 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.

5.3 Upon receipt of a notice of cancellation or termination, Contractor shall immediately discontinue all service 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 reports, plans, drawings, specifications, data, summaries or other material and information, whether completed or in process, accumulated by Contractor in performance of the contract. In the event of termination for default, Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the amount to be paid on this contract exceeds the expense of finishing the work, compensation for additional managerial and administrative services and such other costs and damages as ARRC may suffer as a result of Contractor's default, such excess shall be paid to Contractor. If such expense, compensation, costs and damages shall exceed such unpaid balance, Contractor shall be liable for and shall pay the differences to ARRC. 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 Contractor 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. The hiring or use of outside services, subcontractors or consultants in connection with the work shall not be permitted without the prior written approval of ARRC. No such approval shall relieve Contractor from any of its obligations or liabilities under this contract.

7. Independent Contractor. The Contractor'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. The personnel performing services under this contract shall at all times be under Contractor's exclusive direction and control and shall be employees of the Contractor, and not of ARRC.

8. Payment of Taxes. As a condition of performance of this contract, the Contractor shall pay all federal, state, and local taxes incurred by the Contractor 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. Contractor shall exercise reasonable care and diligence to prevent any actions or conditions which could be a violation of Alaska Statute 39.52 et seq. Contractor 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 Contractor'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 Contractor or its employees violate the provisions of this section.

11. Non-Disclosure of Confidential Information. Contractor acknowledges and agrees that for and during the entire term of this contract, any information, data, figures, projections, estimates, reports and the like received, obtained or generated by Contractor pursuant to the performance of this contract shall be considered and kept as the private, confidential and privileged records of ARRC and will not be divulged to any person, firm, corporation, regulatory agency or any other entity except upon the prior written consent of ARRC. Furthermore, upon termination of this contract, Contractor agrees that it will continue to treat as private, privileged and confidential any information, data, figures, projections, estimates, reports and the like received, obtained or generated by Contractor during the term of the contract and will not release any such information to any person, firm, corporation, regulatory agency or any other entity, either by statement, deposition or as a witness except upon the express written authority of ARRC. ARRC shall be entitled to an injunction by any competent court to enjoin and restrain the unauthorized disclosure of such information.

Contractor's agreement of non-disclosure as specified in this section applies except to the extent required for (1) performance of services under this contract; (2) compliance with standards of conduct for preservation of the public safety, health, and welfare (so long as Contractor has given ARRC prior notice of the potential hazard and ARRC has had a reasonable opportunity to correct the hazard prior to disclosure); (3) compliance with a court order or subpoena directed against Contractor (so long as Contractor has given ARRC prior notice of such and ARRC has had an opportunity to contest the same in a court of law); or (4) Contractor's defense against claims arising from performance of services under this contract.

12. Covenant Against Contingent Fees. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, 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.

13. Standard of Performance. Contractor shall perform its services with care, skill and diligence in accordance with normally accepted industry standards and shall be responsible for the quality, accuracy, and completeness all services furnished under this Contract. Contractor shall comply with all applicable federal, state and local laws and ordinances, codes, and regulations in performing its services. If any failure to meet the foregoing standard of performance appears within one (1) year after the services are accepted by ARRC, Contractor shall, at a minimum, reperform the work at no cost to ARRC and shall reimburse ARRC for any additional costs that may be incurred by ARRC or any of its contractors or subcontractors as a result of such substandard work. If Contractor should fail to reperform the work, or if ARRC determines that

Contractor will be unable to correct substandard services before the time specified for completion of the project, if any, ARRC may correct such unsatisfactory work itself or by the use of third parties and charge Contractor for the costs thereof. The rights and remedies provided for in this section are in addition to any other remedies provided by law.

14. Warranty. In the event Contractor supplies equipment, goods, materials or other supplies in addition to services under this contract, Contractor warrants that said items: (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. Contractor 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.

15. Indemnification. Contractor shall defend, indemnify and hold ARRC harmless from and against all claims and actions asserted by a third party (or parties) and related damages, losses and expenses, including attorney's fees, arising out of or resulting from the services performed or neglected to be performed by Contractor or anyone acting under its direction or control or in its behalf in the course of its performance under this contract and caused by any error, omission or negligent act, provided that Contractor's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability based upon the independent negligence of ARRC. If there is a claim of, or liability for, the joint negligent error or omission of the Contractor and the independent negligence of ARRC, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. The term "independent negligence" is negligence other than ARRC's selection, administration, monitoring, or controlling contractor and in approving or accepting Contractor's work.

16. Insurance. Without limiting Contractor's indemnification, it is agreed that Contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this contract the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the Contractor's policy contains higher limits, ARRC shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the ARRC contracting officer prior to beginning work and must provide for a 30-day prior notice of cancellation, non-renewal or material change. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach and grounds for termination of the Contractor's services.

16.1 Workers' Compensation Insurance: The Contractor shall provide and maintain, for all employees of the Contractor engaged in work under this contract, worker's compensation insurance as required by applicable law. The Contractor shall be responsible for worker's compensation insurance for any subcontractor who directly or indirectly provides services under this contract. This coverage must include statutory coverage for states in which employees are engaging in work and employer's liability protection not less than \$100,000 per person, \$100,000 per occurrence. Where applicable, coverage for all federal acts (i.e. U.S.L. & H. and Jones Acts) must also be included.

16.2 Comprehensive (Commercial) General Liability Insurance: Covering all errors, omissions or negligent acts of the Contractor, its subcontractor(s) or anyone directly or indirectly employed by them, made in the performance of this contract which result in financial loss to ARRC. Said policy shall include premises-operations, independent contractors, products/completed operations, broad form property damage, blanket contractual and personal injury endorsements and shall name ARRC as an additional insured and contain a waiver of subrogation against ARRC and its employees. Combined single limits required are per the following schedule:

<u>Contract Amount</u>	<u>Minimum Required Limits</u>
Under \$100,000	\$ 500,000 per Occurrence/Annual Aggregate
\$100,000-\$499,999	\$1,000,000 per Occurrence/Annual Aggregate
\$500,000-\$999,999	\$2,000,000 per Occurrence/Annual Aggregate
Over \$1,000,000	Negotiable-Refer to Risk Management

16.3 Comprehensive Automobile Liability Insurance: Covering all owned, hired and non-owned vehicles with coverage limits not less than \$100,000 per person/\$300,000 per occurrence bodily injury and \$50,000 property damage. Said policy shall name ARRC as an additional insured and contain a waiver of subrogation against ARRC and its employees.

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

18. 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.

19. 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.

20. 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.

21. 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.

22. Conflict of Interest. Contractor 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 Contractor's employees and agents in their relationships with ARRC's employees, their families, vendors, subcontractors and third parties accomplishing work under this contract.
23. Publicity. Contractor shall not release any information for publication or advertising purposes relative to this contract or to the material, equipment and/or services furnished under this contract without the prior written consent of the ARRC.
24. Audit. ARRC has the right to audit at reasonable times the accounts and books of the Contractor in accordance with the provisions of ARRC Procurement Rule 1600.10.
25. Internal Controls and Record Keeping. Contractor 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.
26. Force Majeure. Neither ARRC nor Contractor 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 similar or dissimilar 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.
27. Permits and Licenses. The Contractor shall, at its own expense, obtain all necessary permits, licenses, certifications and any other similar authorizations required or which may become required by the government of the United States or any state or by any political subdivision of the United States or of any state except where laws, rules or regulations expressly require the ARRC to obtain the same.
28. Environmental Protection. When performing all obligations under the contract, Contractor shall comply with all specific instructions of ARRC with regard to environmental concerns, regardless of whether such instructions are based upon specific law, regulation or order of any governmental authority.
29. Set Off. If ARRC has any claim against the Contractor 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.
30. Observance of Rules. The Contractor's personnel performing work or services hereunder on ARRC's premises shall observe all fire prevention, security, and safety rules in force at the site of the work. ARRC may, in writing, require the Contractor to remove from the work site any employee ARRC deems to be incompetent, careless, or otherwise detrimental to the progress of the work, but ARRC shall have no duty to exercise this right.
31. 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.

32. Entire Agreement. This contract represents the entire and integrated agreement between ARRC and the Contractor 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 Contractor.

33. Key Personnel Changes. Contractor shall secure prior written approval from ARRC for any changes of key personnel assigned to perform services under this contract. ARRC reserves the right to reject any of Contractor's employees whose qualifications and/or experience in ARRC's good faith and reasonable judgment do not meet the standards necessary for the performance of the services required under this contract.