



ARRC SEWARD LIVING REEF CONSTRUCTION

**INVITATION TO BID
26-04-214208**

FEBRUARY 23, 2026

**ALASKA RAILROAD CORPORATION
327 WEST SHIP CREEK AVENUE
ANCHORAGE, ALASKA 99501**



February xx, 2026

**INVITATION TO BID
26-04-214208**

ARRC SEWARD LIVING REEF CONSTRUCTION

Response Required: This page must be completed and returned ensuring receipt of future addenda or additional information. Please email this form to HopeM@akrr.com.

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:

<https://www.alaskarailroad.com/corporate/procurement/solicitations>. Bidders are responsible for assuring they have all of the issued addenda. Bidders must acknowledge all issued addenda in their submittal.

Company _____

Address _____

Contact _____

Phone _____

Email _____

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THIS IS NOT AN ORDER

INVITATION TO BID NUMBER: 26-04-214208

ARRC SEWARD LIVING REEF CONSTRUCTION

DATE OF INVITATION TO BID: February 23, 2026

ALASKA RAILROAD CORPORATION
CONTRACTS SECTION
POST OFFICE BOX 107500
ANCHORAGE, ALASKA 99510-7500
ATTENTION: MICHELE HOPE (907) 265-4467
Hopem@akrr.com

BIDS WILL BE RECEIVED UNTIL 3:00 PM LOCAL TIME ON APRIL 13, 2026, via **Dropbox**, at which time bids will be publicly opened via Microsoft Teams and in person at 327 W. Ship Creek Avenue, Procurement Conference Room.

One electronic copy of your firm's Bid must be submitted using Dropbox. Bids shall be submitted to the Drobox link

<https://www.dropbox.com/scl/fo/rhhl3cs3ohf39e5qpz9d5/AloJc9fNPoMtaXB1bCmjO8l?rlkey=io1rn68aavviitoul3j784sj6&st=dxntdxpl&dl=0> by bid due date/time. The Dropbox submittal date/time will be used for the official receipt. Your bid package (qualifications and bids) must be complete. It is the bidder's responsibility to verify with the Contract Administrator that their Bid was received timely. If your firm has restrictions on Dropbox submittals you must contact your Contract Administrator at least 7 days prior to bid due date to discuss alternatives.

File naming convention shall be: Firm Name-ITB#-ITBName

The original copy (hard-copy) of your bid will need to be mailed by the date required for bids to the address provided below. The Dropbox submittal date/time will be used for the official receipt. Your proposal package (qualifications and proposals) must be complete.

Alaska Railroad Corporation
Attn. Michele Hope,
327 W. Ship Creek Avenue
Anchorage, Alaska 99501

Bids received by email transmission will not be considered for award. Bids shall be submitted on the forms furnished herein. Amendments or withdrawals must be received by ARRC's Contracts Section via Dropbox prior to the date and time listed above.

The Public Bid Opening will be held via Microsoft Teams and in person. You may attend the bid opening by pasting the following link into your web browser

Join:

<https://teams.microsoft.com/meet/26052650213477?p=zNwBg8dCaSrM8SBx24>

Meeting ID: 260 526 502 134 77

Passcode: zK7ZQ34p

IMPORTANT

Please Note New Requirement for FRA Drug & Alcohol Testing Compliance in Appendix B.

Completion Dates: All work shall be completed by December 31, 2026, with substantial completion by November 26, 2026. ARRC will identify interim completion dates, if any, in the Special Provisions.

Funding: ARRC internal funding.

Site Visit: A non-mandatory site visit will be held at **2:00 PM, March 17, 2026**. The meeting location will be in the parking area next to the Sea Life Center. Attendees will be responsible for their own transportation to the meeting location. Attendees should plan on being at the meeting location by 10:45 am. A representative of ARRC will conduct a safety briefing and will provide an escort onto ARRC property for the site visit. Hardhats, safety vests, protective footwear, and safety glasses will be required, and must be supplied by attendees. This is not a mandatory meeting, although interested firms are encouraged to participate.

Pre-Bid Conference: A pre-bid conference will be held at **2:00 PM, March 19 2026** via Microsoft Teams. You may attend the pre-bid conference by pasting the following link into your web browser

Join:

<https://teams.microsoft.com/meet/27076254090564?p=FxZL3EZ2xPnPSxQYOz>

Meeting ID: 270 762 540 905 64

Passcode: Fz2wp65H

This is not a mandatory meeting, although interested firms are encouraged to participate. A bidder's failure to attend the pre-bid conference will in no way relieve the bidder of the responsibility of performing the work in strict compliance with the true intent and meaning of the terms, conditions and specifications of this ITB.

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

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

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). 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 2025-2027 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, FEMA or the FHWA, it is imperative that you consult the Federal Terms and Conditions portion of this solicitation.



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

Please direct all responses and/or questions concerning this ITB to Michele Hope, Alaska Railroad Corporation, Contracts, 327 Ship Creek Avenue, Anchorage, AK 99501, telephone number 907-265-4467 or at email address HopeM@akrr.com.

Sincerely,

Michele Hope

Michele Hope
Senior Contract Administrator

INDEX

| | |
|------------|--|
| APPENDIX A | REQUIRED DOCUMENTS |
| APPENDIX B | BIDDERS INSTRUCTIONS & SPECIAL REQUIREMENTS (Construction) |
| APPENDIX C | FORMS |
| | BID FORMS |
| | 1. ARRC CONSTRUCTION BID FORM |
| | 2. BID SCHEDULE |
| | 3. ARRC BID BOND |
| | 4. ARRC - CONTRACTOR RESPONSIBILITY QUESTIONNAIRE |
| | ARRC SUBCONTRACTOR LIST - [First Tier Subcontractors Only] |
| | ARRC PAYMENT BOND |
| | ARRC PERFORMANCE BOND |
| | ARRC SAMPLE CONSTRUCTION CONTRACT |
| | <u>CONTRACT PROVISIONS & SPECIFICATIONS</u> |
| APPENDIX D | ARRC STANDARD SPECIFICATIONS FOR CONSTRUCTION |
| APPENDIX E | STATEMENT OF SERVICES |
| APPENDIX F | SPECIAL PROVISIONS |

ATTACHMENTS

1. ARRC Concept Plan Set
2. Seward Freight Dock Expansion Permit: POA-2024-00197 Permittee – Responsible Mitigation Plan: Seward Living Reef
3. State Wage Rates
State wage rates can be obtained at <https://labor.alaska.gov/lss/pamp600.htm> Use the State wage rates that are in effect 10 days before Bid Opening. Pamphlet 600, Issue 51.

APPENDIX A **REQUIRED DOCUMENTS**

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

1. Construction Bid Form - [Form 395-0121]
2. Bid Schedule
3. Bid Bond - [Form 395-0120]
4. Contractor Responsibility Questionnaire - [Form 395-0136]
5. Alaska Contractors License
6. Contractor Statement of Qualifications
7. Proposed Reef Concept Plan

REQUIRED AFTER NOTICE OF AWARD The successful proposer is required to complete and submit the following documents within **five (5) working days** after receipt of written notification:

1. Subcontractor List - [Form 395-0131]
2. Construction Quality Control (CQC) Plan
3. Contractor's Site Health & Safety Plan

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

1. Certificate of Insurance - [from Insurance Carrier]
2. Payment Bond - [Form 395-0126]
3. Performance Bond - [Form 395-0127]
4. Alaska Business Licenses
5. State of Alaska Department of Labor Notice of Work
6. Construction Contract - [Form 395-0122]; Notice to Proceed (from ARRC)
7. Escrow Documents deposited into Depository

POST AWARD DOCUMENTATION

1. Weekly Certified Payrolls
2. QA/QC Reports
3. Copy of State of Alaska Contractor Letter of Completion

APPENDIX B
BIDDERS INSTRUCTIONS & SPECIAL REQUIREMENTS
(CONSTRUCTION)

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

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

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

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

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

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

Qualification of Bidders: Pursuant to ARRC Procurement Rule 1600.3, before a Bid is considered for award, ARRC is requiring the Bidder to submit information regarding the Bidder's capability in all respects to fully perform the contract requirements or the individual integrity and reliability which will assure good faith performance.

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

Submission of Bids: Bids must be submitted as directed in the Invitation to Bid prior to the exact time set for opening bids. Late bids will not be considered.

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

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

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

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

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

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

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

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

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

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

- a. a requirement that all applicants present a negative pre-employment drug screen prior to being hired by the Contractor;

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

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

FRA Drug & Alcohol Testing Compliance. The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. part 219, produce any documentation necessary to establish its compliance with part 219, and permit any authorized representative of the Federal Railroad Administration (FRA), ARRC or its agents, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. part 219 and review the testing process.

The Contractor agrees further to submit the annual Management Information System (MIS) reports required by 49 C.F.R. 219.800 covering the previous calendar year to the FRA before March 15. The Contractor agrees further to include this provision in any subcontracts that involve the performance of Roadway Worker services for ARRC.

All contractors and subcontractors providing Roadway Worker services for ARRC will be required to register with Avetta, a third-party verification company that ARRC has engaged to verify and track contractor compliance with 49 C.F.R. Part 219 as well as other contractor responsibilities. The cost for each contractor to register will vary based on the services provided, and will be paid by the contractor directly to Avetta.

Resources to assist with registration: Avetta <https://www.avetta.com/>
 Avetta team at 800-506-7427.
 Part 219 questions: ARRC Compliance Manager at 907-265-2533.

Offer Acceptance Period: For the purpose of award, offers made in accordance with this ITB shall be good and firm for a period of sixty (60) days from the date of bid opening.

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

The plan must be compatible with ARRC Safety Policies. The plan must outline procedures for first aid, emergency response, chemical exposures, spills, site sign-in and requirements for site-safety briefings

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

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

As part of the contract the following will be required:

1. All contractors on a construction project funded in whole or in part with federal funds shall pay laborers and mechanics the higher of the two wages listed in this contract from the U. S. Department of Labor (www.access.gpo.gov/davisbacon/ or <http://www.gpo.gov/davisbacon/ak.html>) or from the DOLWD (www.labor.state.ak.us/lss/home.htm). Contractors on an ARRC-funded construction project shall pay laborers and mechanics the appropriate wage established by the DOLWD under the Little Davis Bacon Act.
2. All contractors employing laborers and mechanics on the project for must submit weekly certified payrolls that contain the information listed on the DOLWD Weekly Certified Payroll Form 07-6058, pages 1 and 2. Page 2 is the "Statement of Compliance" and must bear an original signature. The prime contractor is responsible for gathering the certified payrolls from each subcontractor and for submitting them, along with their own, to ARRC.
3. These weekly certified payrolls must be uploaded to ARRC's portal within seven days after the regular "payday" for that certified payroll at the following address:

Alaska Railroad Corporation
Attn: Certified Payroll Clerk
P.O. Box 107500
Anchorage, AK 99510-7500
Email: certifiedpayrollprocessor@akrr.com

The contractor and its subcontractors are also responsible for filing certified payrolls with DOLWD as required.

4. The certified payroll must be completely filled out by the contractor including, but not limited to:
 - i. **Contractor's complete name**, including joint ventures, Inc., LLC, etc.
 - ii. **Contractor's license number**, also called the contractor's registration number, is required in addition to a business license to do construction work in the state
 - iii. **Employee's**
 - a. Name
 - b. Address (domicile and mailing)
 - c. Social security number
 - d. Job classification
 - e. Hours worked
 - f. Wages/fringe benefits paid
 - iv. **Contracting agency project number**, which is the ARRC contract/purchase order number and is listed on the DOLWD finalized Notice of Work. This notice also lists the **DOLWD project number, project name, and location**. The prime contractor will supply all of this information to its subcontractors.
 - v. **Week ending date and payroll numbers**. The first week or part of a week of payroll will be designated as payroll number 1 for the first week, 2 for the second week, etc. until the final week worked on the project. If no work is completed during a given week, the contractor must nonetheless submit a certified payroll for that week, with the appropriate consecutive payroll number for that week, and write "No Work Performed" on payroll.
 - vi. The **Statement of Compliance** must be completely filled out indicating how fringe benefits are paid and listing the payroll period. The Statement of Compliance must be signed, dated, and filed within seven days of the payment date of the payroll.
 - vii. **Stamp or write "Confidential"** on the certified payroll to help insure the privacy of contractor employees.

Sample copies of DOLWD certified payroll forms with the "Statement of Compliance is shown in Figures 1 and 2 below.

Failure to timely submit complete and accurately filled out weekly certified payrolls to ARRC may result in the delay of payment on the contract.

APPENDIX C – FORMS

1. ALASKA RAILROAD CORPORATION - CONSTRUCTION BID FORM
2. BID SCHEDULE
Contractor's Statement of Qualifications
3. ALASKA RAILROAD CORPORATION - BID BOND
4. ALASKA RAILROAD CORPORATION - CONTRACTOR RESPONSIBILITY QUESTIONNAIRE
5. ALASKA RAILROAD CORPORATION - SUBCONTRACTOR LIST - [First Tier Subcontractors Only]
6. ALASKA RAILROAD CORPORATION - PAYMENT BOND
7. ALASKA RAILROAD CORPORATION - PERFORMANCE BOND
8. ALASKA RAILROAD CORPORATION - SAMPLE CONSTRUCTION CONTRACT

**Alaska Railroad Corporation
CONSTRUCTION BID FORM**

FIRM NAME _____

ADDRESS _____

To the CONTRACTING OFFICER, ALASKA RAILROAD CORPORATION:

In compliance with your Invitation to Bid Number, **26-04-214208**, the Undersigned proposes to furnish and deliver all the materials and do all the work and labor required in the construction of the **ARRC Seward Living Reef Construction**, located at or near **Seward, Alaska** according to the drawings and specifications and for the amount and prices named herein as indicated on the Cost Schedule, which is made a part of this Bid.

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

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

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

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

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

| Addenda No. | Date Issued | Addenda No. | Date Issued | Addenda No. | Date Issued |
|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|
| _____ | _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ | _____ |

NON-COLLUSION AFFIDAVIT

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

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

Signature

Name and Title of Person Signing

Telephone Number

Email

Form 395-0121 (12/99)

BID SCHEDULE

BID SCHEDULE: A Bidder's Failure to provide the information requested in this Appendix may be cause for rejection of the bid on the basis on non-responsiveness.

AWARD CRITERIA: A contract award resulting from this solicitation may be made to the low, responsive, responsible bidder who meets the requirements as set forth in this solicitation. The successful bidder shall hold unit prices firm for a period of thirty (30) days from the date of bid opening. Award is contingent on the availability of ARRC funds.

| Base Bid Items | | | | | |
|------------------------|--|----------|----------|----------------|------------|
| Item No. | Item Description | Unit | Quantity | Unit Bid Price | Item Total |
| 1 | Mobilization | Lump Sum | 1 | | |
| 2 | Fabrication of Structural Units (As Proposed by Contractor) | EA | | | |
| 3 | Fabrication of Spare Structural Units | EA | 3 | | |
| 4 | Transportation and Storage of Structural Units | Lump Sum | 1 | | |
| 5 | Deployment – Installation of Structural Units | Lump Sum | 1 | | |
| 6 | As-built plans | Lump Sum | 1 | | |
| 7 | Compliance with Permit Requirements and Contingency | Lump Sum | 1 | \$10,000 | \$10,000 |
| Total Base Bid: | | | | \$ | |

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

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

BIDDERS NAME AND ADDRESS

COMPANY NAME

SIGNATURE BY AND FOR THE BIDDER

COMPANY MAILING ADDRESS

PRINTED NAME OF ABOVE BIDDER

CITY, STATE ZIP CODE

DATE OF BID

CONTACT PHONE NUMBER

CONTACT E-MAIL

Contractor's Statement of Qualifications

Minimum Qualifications Requirement (Pass/Fail)

To be considered a **responsive and responsible Bidder**, each Bidder must submit a **Statement of Qualifications**, not to exceed **three (3) pages**, demonstrating the Bidder's ability to successfully complete the project. Qualifications of both the Prime Contractor and any subcontractors will be evaluated. Responses to the four criteria below must be provided.

Each of the following criteria will be evaluated on a **Pass/Fail (Yes/No)** basis.

A Bidder must receive a **"Pass/Yes" on all four (4) criteria** to be deemed a **Qualified Bidder** and advance to further consideration.

Pass/Fail Qualification Criteria

1. **Understanding of Artificial Reef Construction – Pass/Fail**

Bidder demonstrates sufficient understanding of artificial reef development/construction, deployment processes, installation methods, and applicable environmental or regulatory considerations.

2. **Fabrication of Similar Reef Units – Pass/Fail**

Bidder demonstrates prior experience in fabricating artificial reef units or similar marine structures. Include fabrication methods and relevant project experience.

3. **Marine Construction Experience – Pass/Fail**

Bidder demonstrates adequate experience performing construction activities in marine environments, including staging, vessel operations, underwater placement, or related marine logistical work.

4. **Knowledge of the Region – Pass/Fail**

Bidder demonstrates familiarity with regional marine conditions, including tides, weather patterns, logistical challenges, and applicable local permitting or regulatory requirements.

Only Bidders who receive a **Pass/Yes** in all categories will be considered qualified.

ALASKA RAILROAD CORPORATION – BID BOND

| | | | |
|---|----|---|-------------------|
| ITB #26-04-214208 ARRC Seward Living Reef Construction | | DATE BOND EXECUTED | |
| PRINCIPAL (Legal name and business address) | | TYPE OF ORGANIZATION | |
| | | <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> CORPORATION | |
| | | 9 STATE OF INCORPORATION | |
| SURETY(IES) (Name and business address) | | | |
| A. | B. | C. | |
| PENAL SUM OF BOND | | DATE OF BID | |
| <p>We, the PRINCIPAL and SURETY above named, are held and firmly bound to the Alaska Railroad Corporation (ARRC), in the penal sum of the amount stated above, for the payment of which sum will be made, we bind ourselves and our legal representatives and successors, jointly and severally, by this instrument.</p> <p>THE CONDITION OF THE FOREGOING OBLIGATION is that the Principal has submitted the accompanying bid or proposal in writing, date as shown above, on the following project: _____, in accordance with contract documents filed in the office of the Contracting Officer, and under the Invitation for Bids therefore, and is required to furnish a bond in the amount stated above.</p> <p>If the Principal's bid is accepted and he/she is offered the proposed contract for award, and if Principal fails to enter into the contract, then the obligation to ARRC created by this bond shall be in full force and effect.</p> <p>If the Principal enters into the contract, then the foregoing obligation is null and void.</p> | | | |
| PRINCIPAL | | | |
| Signature(s) | 1. | 2. | 3. Corporate Seal |
| Name(s) & Titles [Typed] | 1. | 2. | 3. |

| | | | | |
|----------------------------|---------------------|----|------------------------|--------------------|
| CORPORATE SURETY(IES) | | | | |
| S U R E T Y | Name of Corporation | | State of Incorporation | Liability Limit \$ |
| | Signature(s) | 1. | 2. | Corporate Seal |
| | Name(s) & Titles | 1. | 2. | |

| | | | |
|--|-----------------------------|----|----|
| | Name(s) & Titles [Typed] | 1. | 2. |
|--|-----------------------------|----|----|

| | | | | |
|---|-----------------------------|----|------------------------|-----------------------|
| CORPORATE SURETY (IES) | | | | |
| S U R E T Y C | Name of Corporation | | State of Incorporation | Liability Limit \$ |
| | Signature(s) | 1. | 2. | Corporate Seal |
| | Name(s) & Titles [Typed] | 1. | 2. | |

INSTRUCTIONS

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

Form 395-0120

**ALASKA RAILROAD CORPORATION
CONTRACTOR RESPONSIBILITY QUESTIONNAIRE**

PART I - INSTRUCTIONS

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

PART II - IDENTITY OF PROPOSER

1. Firm'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: (____) _____

7. Proposer's local or authorized point of contract address:
 Name: _____ Title: _____
 Address: _____
 Telephone Number: (____) _____ EMAIL: _____

8. How long has the Proposer been in business? _____
9. Has Proposer been in business under another name? If so, identify name and dates used.

10. Does your firm consider itself to be an MBE, WBE or DBE?
 YES NO
 If answer is "YES," attach a copy of certification.

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

PART III-CONTRACTING HISTORY

1. Has the Proposer been awarded any contracts within the last five years by ARRC, the State of Alaska, or any other public entity for the same or reasonably similar goods or services sought by this solicitation? If none, answer "No". If yes, on a separate sheet of paper describe those contracts beginning with the most recent. State the name of the contracting entity; give a brief description of the contract and the contract number, the dollar amount at award and at completion, date completed; state the contract period, the status of the contract, and the name, address, and telephone number of a contact person at the agency. Indicate if

award was made to Proposer as prime contractor or joint venture. Proposer need not provide more than three such descriptions.

YES NO

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

YES NO

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

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

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

YES NO

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

YES NO

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

YES NO

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

YES NO

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

YES NO

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

YES NO

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

YES NO

H. A public entity requested or required enforcement of any of its rights under

a surety agreement on the basis of your company's default or in lieu of declaring your company in default?

YES

NO

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

YES

NO

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

YES

NO

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

YES

NO

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

YES

NO

PART IV-CIVIL ACTIONS

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

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

YES

NO

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

YES

NO

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

YES NO

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

YES NO

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

YES NO

PART V-COMPLIANCE WITH LAWS AND OTHER REGULATIONS

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

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

YES NO

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

YES NO

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

YES NO

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

YES NO

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

YES NO

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

YES NO

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

YES NO

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

YES NO

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

YES NO

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

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

YES NO

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

YES NO

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

YES NO

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

YES NO

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

YES NO

PART VI-FINANCIAL

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

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

2. Proposer's Financial Statements may be requested:

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

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

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

PART VII - VERIFICATION AND ACKNOWLEDGMENT

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

STATE OF _____

COUNTY OF _____

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

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

Signature of Certifying Individual

Date

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

Signature of Notary

Notary Public in and for the State of _____

My Commission Expires: _____

NOTICE TO PROPOSERS

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

**ALASKA RAILROAD CORPORATION
SUBCONTRACTOR LIST**

[First Tier Subcontractors Only]

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

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

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

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

Or

Subcontractor List is as follows:

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

[CONTINUE SUBCONTRACTOR INFORMATION ON REVERSE]

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

COMPANY NAME

SIGNATURE BY AND FOR THE BIDDER

COMPANY ADDRESS

PRINTED NAME OF BIDDER

COMPANY ADDRESS

DATE OF BID

CONTACT PHONE NUMBER

CONTACT EMAIL

Form 395-0131

**ALASKA RAILROAD CORPORATION
PAYMENT BOND**

KNOW ALL PERSONS BY THESE PRESENTS:

That _____
of: _____ as Principal,
and _____
of: _____ as Surety,
firmly bound and held unto the Alaska Railroad Corporation in the penal sum of _____ Dollars (\$_____),
good and lawful money of the United States of America for the payment whereof, well and truly to be paid
to the Alaska Railroad Corporation, we bind ourselves, our heirs, successors, executors, administrators,
and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal has entered into a written contract with said Alaska Railroad Corporation,
on the _____ of _____, 20_____,
for _____, said work to be done
according to the terms of said contract. **ARRC Project: ITB 26-04-214208 ARRC Seward Living
Reef Construction.**

NOW, THEREFORE, the conditions of the foregoing obligation is such that if the said Principal shall comply
with all requirements of law and pay, as they become due, all just claims for labor performed and materials
and supplies furnished upon or for the work under said contract, whether said labor be performed and said
materials and supplies be furnished under the original contract, any subcontract, or any and all duly
authorized modifications thereto, then these presents shall become null and void; otherwise they shall
remain in full force and effect.

IN WITNESS WHEREOF, We have hereunto set our hands and seals this _____ day of
_____, 20_____.

Principal: _____

Address: _____

Telephone Number: _____

Contact Name: _____

By: _____

By: _____

Surety: _____

Address: _____

Contact Name: _____

By: _____

By: _____

The offered bond has been checked for adequacy under the applicable statutes and regulations:

Alaska Railroad Corporation [Authorized Representative] Date
(Instructions on Next Page)

INSTRUCTIONS

1. This form, for the protection of persons supplying labor and material, shall be used whenever a payment bond is required. There shall be no deviation from this form without approval from the Contracting Officer.
2. The full legal name, business address, telephone number, and point of contact of the Principal and Surety shall be inserted on the face of the form. Where more than a single surety is involved, a separate form shall be executed for each surety.
3. The penal amount of the bond, or in the case of more than one surety the amount of obligation, shall be entered in words and in figures.
4. The bond shall be signed by authorized persons. Where such persons are signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved, evidence of authority must be furnished.

Form 395-0126

**ALASKA RAILROAD CORPORATION
PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS:

That _____
of: _____ as Principal,
and _____
of: _____ as Surety,
firmly bound and held unto the Alaska Railroad Corporation in the penal sum of _____ Dollars (\$ _____),
good and lawful money of the United States of America for the payment whereof, well and truly to be paid
to the Alaska Railroad Corporation, we bind ourselves, our heirs, successors, executors, administrators,
and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal has entered into a written contract with said Alaska Railroad Corporation,
on the _____ of _____, 20____,
for _____,

said work to be done according to the terms of said contract. **ARRC Project: ITB 26-04-214208**

ARRC Seward Living Reef Construction.

NOW, THEREFORE, the conditions of the foregoing obligation is such that if the said Principal shall well
and truly perform and complete all obligations and work under said contract and if the Principal shall
reimburse upon demand of the Alaska Railroad Corporation any sums paid him/her which exceed the final
payment determined to be due upon completion of the project, then these presents shall become null and
void; otherwise they shall remain in full force and effect.

IN WITNESS WHEREOF, We have hereunto set our hands and seals this _____ day of _____, 20____.

Principal: _____

Address: _____

Telephone Number: _____

Contact Name: _____

By: _____

By: _____

Surety: _____

Address: _____

Contact Name: _____

By: _____

By: _____

The offered bond has been checked for adequacy under the applicable statutes and regulations:

Alaska Railroad Corporation

[Authorized Representative] Date

(Instructions on Next Page)

INSTRUCTIONS

1. This form shall be used whenever a performance bond is required. There shall be no deviation from this form without approval from the Contracting Officer.
2. The full legal name, business address, telephone number, and point of contact of the Principal and Surety shall be inserted on the face of the form. Where more than a single surety is involved, a separate form shall be executed for each surety.
3. The penal amount of the bond, or in the case of more than one surety the amount of obligation, shall be entered in words and in figures.
4. The bond shall be signed by authorized persons. Where such persons are signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved, evidence of authority must be furnished.

Form 395-0127

**ALASKA RAILROAD CORPORATION
CONSTRUCTION CONTRACT**

Contract Number: _____

This CONTRACT, between the ALASKA RAILROAD CORPORATION, herein called ARRC, acting by and through its Contracting Officer, and _____, a Corporation, incorporated under the laws of the State of Alaska, its successors and assigns, hereinafter called the Contractor, is effective the date of the signature of the Contracting Officer on this document.

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

WITNESSETH: That the Contractor, for and in consideration of the payment or payments herein specified and agreed to by ARRC, hereby covenants and agrees to furnish and deliver all the materials and to do and perform all the work and labor required in the construction of the following project:
_____ at the prices bid by the Contractor for the respective estimated quantities aggregating approximately the sum of: **Bid amount _____ dollars and /cents (\$_____.00)** for the Base Bid and such other items as are mentioned in the original Bid, which Bid and prices named, together with the Contract Documents (Invitation to Bid, Addenda & Contract) and Contractors Bid are made a part of this Contract and accepted as such, the project being situated at the Port of Anchorage, Alaska.

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

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

It is expressly understood and agreed that in case of the failure on the part of the Contractor, for any reason, except with the written consent of ARRC, to complete the furnishing and delivery of materials and the doing

and performance of the work before the aforesaid date, ARRC shall have the right to deduct from any money due or which may become due the Contractor, or if no money shall be due, ARRC shall have the right to recover liquidated damages as spelled out in General Conditions, Construction. The bonds given by the Contractor in the sum of: **100% of Bid Amount \$_____ Payment Bond, and 100% of Bid Amount \$_____ Performance Bond**, to secure the proper compliance with the terms and provisions of this Contract, are submitted herewith and made a part hereof.

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

CONTRACTOR

Name of Contractor

Signature

Date

Name and Title

(Corporate Seal)

ALASKA RAILROAD CORPORATION

Contracting Officer (Signature)

Date

Typed or Print Name

Form 395-0122

APPENDIX D
ARRC Standard Specifications for Construction, March 2025

The ARRC Standard Specifications for Construction, March 2025 Edition (Orange Book) can be downloaded from the following website:

<https://www.alaskarailroad.com/sites/default/files/procurement/2025%20ARRC%20SSC.pdf>

APPENDIX E **STATEMENT OF SERVICES**

ARRC Seward Living Reef Construction:

This project will construct an artificial marine reef "Reef" in Resurrection Bay, Seward, Alaska. The Reef in the shallow water, above El. -80.0, in the city owned tidelands, south of the downtown area and adjacent to the Alaska SeaLife Center. The project will provide compensatory mitigation for the expansion of the Seward Freight Dock, at the head of Resurrection Bay. Funding for design and construction will be provided by the Alaska Railroad (ARRC).

The Reef will be composed of structural units in clusters over an area of 2.80 acres. It is the first phase of potentially three phases of the Reef construction. Provisions are included for future phases to expand the reef by 1.95 acres. Future phases of the Reef will provide mitigation for future widening of the Seward Freight Dock.

The design of the Effective Reef utilizes the Reef Ball Foundation ©* technology for establishment of living shorelines habitats. * The Reef Ball Foundation is a nonprofit, tax-exempt charitable organization (tax identification number 65-0785751) under Section 501(c)(3) of the Internal Revenue Code. Donations are tax-deductible as allowed by law. The suggested layout utilizes the "Supra-Ball" units in clusters of approximately seven structural units per cluster. There is approximately 50' clearance between clusters. Clusters are primarily on low sloping sandy bottom between El -20.0-feet to El -80.0-feet MLLW.

Contractor shall coordinate work activities with ARRC staff including Project/Construction Management, the Seward SeaLife Center and the City of Seward for construction access, and local facilities staff for operational support and construction windows. Unless noted otherwise, the 2025 edition of the Alaska Railroad Corp Standard Specifications for Construction (ARRC SSC) are referenced as project specifications and shall be referenced as the ARRC SSC.

Alternative Reef Proposals (Optional)

This reef concept design has been accepted by the United State Army Corp of Engineers (Corp) for construction and as compensatory mitigation for the expansion of the Seward Freight Dock, at the head of Resurrection Bay.

Alternative Reef Systems may be considered. An alternative system shall:

- Be fabricated units designed for the purpose of creating an artificial reef
- Be constructed of concrete or material which will provide equal longevity and habitat.
- Have been successfully installed in similar marine habitats. (Minimum three examples)

If a bidder wishes to propose an alternative artificial reef system, they must notify the Contract Administrator within **28 calendar days** from date of advertisement of this intent. Notification will include a submittal demonstrating the alternative will provide equal or better habitat enhancement.

Contract Administrator will notify the Contractor if the alternative will be considered. If an Alternative Reef System is accepted for proposal, and is the firm selected for Award, the Award will be subject to approval by the U.S. Army Corp of Engineers (USACE) as an acceptable alternative prior to Award. ARRC may provide assistance with Corp coordination. If the Alternative Reef System is not accepted by the USACE, the next lowest responsible bidder will be accepted.

Bid Items

Item No. 1 – Mobilization:

Perform work and operations necessary to move personnel, equipment, supplies and incidentals to the project site; establish facilities, except those provided by the Owner's representative, and pay costs incurred, before beginning construction; complete similar demobilization activities; and furnish required submittals such as as-builts, certificates, payrolls, and equipment warranties as necessary.

The Owner's representative does not anticipate providing the Contractor with utilities, marine access equipment, or support facilities. Therefore, the Contractor shall anticipate providing their own equipment and facilities necessary to complete the work and/or provide for their employees. Contractor shall comply with the Alaska Department of Labor and Workforce Development requirements as noted herein.

Method of Measurement and Payment: (Lump Sum). Compensation shall be paid for at the agreed upon lump sum price in accordance with ARRC SSC Subsection 640-4.01.0

Item No. 2 – Construction Plans

Final plans. Contractor may: utilize the concept design based on "Supra-balls" structural type units as shown in the concept plan in Appendices; or substitute optional Reef Ball Corporation structural type units and revised quantities; or propose an alternative system.

1. The Supra-balls are based on the Reef Ball Corporation specifications included at: <https://reefinnovations.com/products-specs/reef-balls/supra-ball>

The clusters are designed for approximately seven units but may slightly vary for constructability. If the proposer wishes to install the Supra-balls reef per concept plan, the contractor will not be required to re-design the layout.

Contractor shall include a copy of the concept plan, with any significant modifications proposed, in the Bid Package to be deemed compliant.

Final Construction Plan submittal should not deviate substantially from concept plan.

2. If the proposer wishes to install a different Reef Ball Corporation size structural unit than shown on the concept plans, they may select a different size and number as noted in the 'Seward Freight Dock Expansion POA-2024-00197, Permittee - Responsible Mitigation Plan: Seward Living Reef'.

A summary of these is shown in Figure 1 - Reef Ball Corporation structural units.

For larger or smaller size units, less or more than seven to a cluster respectively, is acceptable. Allowances for future Phase 2 and Phase 3 of reef shall be included in the revised layouts.

Contractor shall include a revised concept plan showing proposed structural unit sizes and cluster layouts in the Bid Package to be deemed compliant.

Final Construction Plan submittal shall include finalized layouts.

| Reef Type | Pallet Ball | UltraBall | Supra Ball | Goliath Ball | |
|-----------------------|-------------|------------|------------|--------------|----------|
| Width - Diameter | 4 | 5 | 5.5 | 6 | Ft |
| Height | 2.83 | 3.83 | 4.25 | 4.83 | Ft |
| Weight (Min) | 1200 | 3000 | 4000 | 4000 | lbs |
| Surface Area | 75 | 150 | 180 | 230 | SF |
| Fish Foray = 3D* | 12.00 | 15.00 | 16.50 | 18.00 | FT |
| Fish foray area | 452 | 707 | 855 | 1017 | SF |
| Net Reef per cell | 527 | 857 | 1035 | 1247 | SF |
| Phase 1 - Area | 2.80 | 2.80 | 2.80 | 2.80 | Ac |
| Number of Balls | 231 | 142 | 118 | 98 | # |
| Clusters (7 Balls) | 33 | 20 | 17 | 14 | # |
| Phase 2 - Area | 1.72 | 1.72 | 1.72 | 1.72 | AC |
| Number of Balls | 142 | 87 | 72 | 60 | # |
| Phase 3 - Area | 0.23 | 0.23 | 0.23 | 0.23 | Ac |
| Number of Balls | 19 | 12 | 10 | 8 | # |

Figure 1 - Reef Ball Corporation structural units

3. If an alternative Artificial Reef System is requested and approved prior to proposal per the requirements of ALTERNATIVE REEF PROPOSALS, contractor shall develop a concept plan including approval for the alternative system shall include an Alternative Reef concept package with plans, specifications, and calculations. Allowances for future Phase 2 and Phase 3 of a reef shall be included in the alternative layouts.

If an Alternative Reef System is approval for proposal, Contractor shall include the Alternative Reef concept package in the Bid Package to be deemed compliant.

Final Construction Plan submittal shall include finalized layouts, details, calculations, and specifications.

Method of Measurement and Payment: (Lump Sum). No compensation will be made for concept plans or Alternative Reef Proposals. Compensation shall be paid upon approval of final reef construction plans / package.

Reference Material:

1. REEF Balls: The Reef Ball Foundation is a Public Non-Profit Organization. Their units are proprietary. <https://reefballfoundation.org/>
2. A Step-By-Step Guide for Grassroots Efforts to Reef Rehabilitation. A publication of the Reef Ball Foundation. Version 0.8.1 beta / 07/05/08
3. Guidelines for Marine Artificial Reef Materials. Second Edition. A Joint Publication of the Gulf and Atlantic States Marine Fisheries Commissions. January 2004

Item No. 3 – Fabrication of Structural Units

Fabrication of the Units shall be based on the recommendations of Guidelines for Marine Artificial Reef Materials and recommendations of The Reef Ball Foundation.

Contractor shall fabricate three (3) additional units as surplus for ARRC.

Submit shop plans, fabrication methods, and material data including concrete mix design for approval prior to fabrication.

Method of Measurement and Payment: (EA). Compensation shall be paid upon delivery to ARRC property or agreed upon staging area in Seward.

Item No. 4 – Deployment – Installation of Structural Units

Cluster centers shall be installed based on location of approved final plans with an allowable tolerance of eight (8) feet of specified center location.

Deployment of structural units may occur at the Seward freight dock without cost to contractor; however, berthing and loading of contractor vessels will be subject to dock availability. ARRC can provide tentative freight dock vessel schedules for coordination as they are updated.

Submit installation and deployment plans, including rigging, etc, for approval prior to fabrication.

Method of Measurement and Payment: (Lump Sum). Compensation shall be paid upon approval of reef installation.

Item No. 5 – As-built plans

Contractor shall prepare and submit “As-built” plans showing location of reef clusters and relative arrangement of structural units in the clusters. Submittals shall be in CAD or similar approved format.

Method of Measurement and Payment: (Lump Sum). Compensation shall be paid upon acceptance of plans.

Item No. 6 – Compliance with Permit Requirements and Contingency

ARRC will provide authorization for construction including planning and zoning modifications. Comply with requirements of the Army Corp of Engineers Permit for the Seward Freight Dock POA-2024-00197, and other standard construction permits.

Method of Measurement and Payment: (Time and Material). No additional compensation shall be paid for compliance with the Army Corp of Engineers Permit or other standard construction permits. An allowance for unforeseen permit compliance, site conditions, or project requirements is included and will be paid on a time and material basis as needed.

END OF STATEMENT OF SERVICES

APPENDIX F **SPECIAL PROVISIONS**

Work shall be completed in accordance with the project drawings and these special provisions. In the event of technical specification conflicts, the project drawings shall control.

It is recommended that the Contractor become familiar with the site conditions and review the existing site operations prior to bidding the work, to make their own assessment of what means and methods will be necessary to complete the work. It is recommended that prospective Contractors visit the site prior to bidding the work, particularly at a minus tide.

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

Quality Control: The Contractor shall be responsible for controlling the quality of the construction and all of the required materials that are not furnished by the Owner. The work noted herein requires documentation of conformance with material and installation specifications. Material documentation shall be furnished to the Owner prior to placement or use of the Contractor provided materials on-site. Contractor is to supply quality control procedures for approval a minimum of fifteen (15) days prior to commencing fabrication work.

ARRC Coordination: The Contractor shall coordinate the Construction Manager or designee for:

- Daily operations
- Use of Contractor staging/laydown area(s) in the ARRC Port of Seward
- Loading of reef structural units in and from ARRC facilities

Substantial Completion: Substantial Completion shall be on or before **November 26, 2026**, unless otherwise accepted and agreed upon by the Owner. This completion scope includes all work items contained within the Contract Documents, properly completed, approved by the Owner and fully serviceable for the intended use.

Final Completion: Final Completion of all work shall be on or before **December 31, 2026**.

Liquidated Damages: If the Owner and the Contractor cannot agree on amenable terms of an extension in accordance with subsection 108-1.06, then liquidated damages will be deducted from the Contractor as outlined in subsection 108-1.07 for the amounts outlined in Table 108-1 therein.

END OF SPECIAL PROVISIONS