

# **2024 ANCHORAGE STRIPING RAILROAD CROSSINGS**

**INVITATION TO BID NO. 2024C022**



**Municipality of Anchorage  
Traffic Engineering Department  
4700 Elmore Road  
Anchorage, AK 99507**

# **2024 ANCHORAGE STRIPING RAILROAD CROSSINGS**

**22-27**

**Invitation to Bid No. 2024C022**

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## **PROJECT MANUAL**

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**Municipality of Anchorage  
Traffic Engineering Department  
4700 Elmore Road  
Anchorage, Alaska 99507**



**MUNICIPALITY OF ANCHORAGE  
TRAFFIC ENGINEERING DEPARTMENT**

**2024 ANCHORAGE STRIPING RAILROAD CROSSINGS  
22-27**

MASTER INDEX

- I. INVITATION TO BID
- II. SPECIAL PROVISIONS
- III. SUBMITTAL LIST
- IV. ARRC TEMPORARY CONSTRUCTION PERMIT
- V. EQUAL EMPLOYMENT OPPORTUNITY SPECIAL PROVISIONS
- VI. MINIMUM RATES OF PAY
- VII. CONTRACT
- VIII. CONTRACT PERFORMANCE AND PAYMENT BOND
- IX. CERTIFICATE OF INSURANCE
- X. BID BOND
- XI. BIDDER'S CHECKLIST & RESPONSIBLE BIDDER QUESTIONNAIRE
- XII. BID PROPOSAL
- XIII. PLANS (8 SHEETS)



**MUNICIPALITY OF ANCHORAGE  
TRAFFIC ENGINEERING DEPARTMENT**

**2024 ANCHORAGE STRIPING RAILROAD CROSSINGS**

**22-27**

**I**

**INVITATION TO BID**



# MUNICIPALITY OF ANCHORAGE

## PURCHASING DEPARTMENT

Invitation to Bid

### No. 2024C022

Sealed bids will be received in accordance with the time schedule shown below by the Municipality of Anchorage at the Purchasing Department, 632 W. 6th Ave., Suite 520, Anchorage, Alaska 99501 for:

## **2024 ANCHORAGE STRIPING RAILROAD CROSSINGS**

Project work: Consisting of approximately 1,445 L.F. of Inlaid Traffic Markings; 15 Inlaid Traffic Marking Symbols; 420 S.Y. of Removal and Replacement of Asphalt Surfacing; Traffic Maintenance; and other related work.

ESTIMATED CONSTRUCTION COST: **Between: \$100,001 - \$ 500,000**

Site Visit: N/A

Pre-Bid Conference: 2:00 P.M. Local Time, April 4, 2024

Questions Due: 12:00 P.M. Local Time, April 9, 2024

Bid Opening: 2:00 P.M. Local Time, April 17, 2024

**All Pre-Bid Conferences and/or Bid Openings may be attended in person or via conference call at this number (907) 343-6089. You may call in five (5) minutes before any scheduled conference. EMAILED BIDS WILL NOT BE ACCEPTED.**

**ALL QUESTIONS SHALL BE SUBMITTED PRIOR TO THE QUESTION DUE DATE THIS WILL BE THE FINAL OPPORTUNITY TO ASK QUESTIONS OR REQUEST CLARIFICATIONS.**

Requests for interpretation or clarification of the bidding Documents shall be made in writing to the Purchasing Office ([wwpur@muni.org](mailto:wwpur@muni.org)). Please reference the Invitation to Bid Number & Project Title. Do not contact the specified department directly.

To maintain the project schedule, Interpretations, corrections, or changes to the Bidding Documents shall be made by Addendum and shall not be binding unless included in the Addendum. It is your responsibility to periodically check the website for addenda.



At the above indicated time, the bids will be opened publicly and read. Bids must be received by the Purchasing Officer prior to the time fixed for opening of the bids to be considered. Time of receipt will be as determined by the time stamp in the Purchasing Office, Suite 520.

The Municipality of Anchorage reserves the right to reject any and all bids and to waive any informalities in the bids. No bidder may withdraw his bid after the hour set for the opening of bids or before the award of contract unless said award is delayed for a period exceeding sixty (60) days from the time of the opening.

The Municipality shall not be responsible for bid preparation costs, nor for costs, including attorney fees, associated with any (administrative, judicial or otherwise) challenge to the determination of the lowest responsive and responsible bidder and/or award of contract, and/or rejection of bids. By submitting a bid, each bidder agrees to be bound in this respect and waives all claims to such costs and fees.

Contracts shall be awarded by written notice issued by the Purchasing Officer to the lowest responsive and responsible bidder; however, preference will be given to local bidders in compliance with Anchorage Municipal Code Section 7.20.040.

The Municipality of Anchorage assumes no responsibility for any interpretations or presentations made by any of its officers or agents unless such interpretations or presentations are made by written addendum to this Invitation to Bid.

Bonding Requirements are per MASS or as per special provisions

**THE MUNICIPALITY OF ANCHORAGE IS AN “EQUAL OPPORTUNITY EMPLOYER”**

PUBLISH ONE TIME

Date: March 26, 2024

Senior Buyer Assigned to this Project:  
Jared Brunelle



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Chris Hunter  
Deputy Purchasing Director

**MUNICIPALITY OF ANCHORAGE  
TRAFFIC ENGINEERING DEPARTMENT**

**2024 ANCHORAGE STRIPING RAILROAD CROSSINGS**

**22-27**

**II**

**SPECIAL PROVISIONS**



**MUNICIPALITY OF ANCHORAGE  
TRAFFIC ENGINEERING DEPARTMENT**

**2024 ANCHORAGE STRIPING RAILROAD CROSSINGS**

**22-27**

INDEX TO SPECIAL PROVISIONS

	<u>PAGE</u>
SECTION 95.01 LOCATION AND SCOPE.....	1
SECTION 95.02 REFERENCE TO MUNICIPALITY OF ANCHORAGE STANDARD SPECIFICATIONS.....	1
SECTION 95.03 TIME OF COMPLETION .....	2
SECTION 95.04 MODIFICATIONS AND/OR ADDITIONS TO MUNICIPALITY OF ANCHORAGE STANDARD SPECIFICATIONS.....	2
A. DIVISION 10 STANDARD GENERAL PROVISIONS .....	2
SECTION 10.00 ALL APPLICABLE M.A.S.S. ARTICLES .....	2
SECTION 10.03 AWARD AND EXECUTION OF CONTRACT .....	2
Article 3.4 Action on Bids.....	2
SECTION 10.04 SCOPE OF WORK.....	2
Article 4.8 Work Incidental to the Contract .....	2
Article 4.17 Utilities .....	2
SECTION 10.05 CONTROL OF WORK.....	4
Article 5.27 Liquidated Damages.....	4
SECTION 10.06 LEGAL RELATIONS AND RESPONSIBILITIES.....	4
Article 6.1 Laws to be Observed.....	4
Article 6.6 Permits.....	4
Article 6.9 Insurance .....	4

INDEX TO SPECIAL PROVISIONS (CONT.)

PAGE

B.	DIVISION 20 STANDARD CONSTRUCTION SPECIFICATIONS FOR EARTHWORK .....	5
	SECTION 20.22 LEVELING COURSE.....	5
	Article 22.2 Material .....	5
	Article 22.3 Construction.....	7
	Article 22.4 Measurement.....	7
C.	DIVISION 40 STANDARD CONSTRUCTION SPECIFICATIONS FOR ASPHALT SURFACING .....	8
	SECTION 40.01 GENERAL .....	8
	Article 1.7 Asphalt Price Adjustment.....	8
	SECTION 11.4 REMOVE AND REPLACE ASPHALT SURFACING.....	9
	Article 11.1 Description.....	9
	Article 11.3 Construction.....	10
	Article 11.4 Measurement.....	10
D.	DIVISION 70 STANDARD CONSTRUCTION SPECIFICATIONS MISCELLANEOUS .....	11
	SECTION 70.12 TRAFFIC MAINTENANCE .....	11
	Article 12.6 Public Notice.....	11

# MUNICIPALITY OF ANCHORAGE TRAFFIC ENGINEERING DEPARTMENT

## 2024 ANCHORAGE STRIPING RAILROAD CROSSINGS

22-27

### SPECIAL PROVISIONS

#### **SECTION 95.01 LOCATION AND SCOPE**

All proposed Work is located within the Municipality of Anchorage corporate limits and is more particularly located at Municipality of Anchorage maintained railroad crossings shown on the design drawings. The Work included under this Contract consists of furnishing all labor, materials, equipment, supervision, and other facilities necessary to successfully complete the Work set forth in the Drawings and Specifications. The Work included under this Contract consists of, but is not limited to:

- Inlaid methyl methacrylate striping of Alaska Railroad Corporation (ARRC) crossings
- Removal and replacement of asphalt surfacing

It is the responsibility of the bidder to prepare the bid so that all materials and/or fittings shall harmoniously conform to the intent of the Contract Drawings, Specifications, and Special Provisions.

#### **SECTION 95.02 REFERENCE TO MUNICIPALITY OF ANCHORAGE STANDARD SPECIFICATIONS**

This Contract is subject to and hereby incorporates by reference the Municipality of Anchorage Standard Specifications, dated 2015, hereinafter referred to as M.A.S.S.; APDES Permit AKS-052558; the Alaska Sign Design Specifications (ASDS) as adopted and amended by the Municipality; the Municipality of Anchorage Sign Manual; the Alaska Traffic Manual (ATM)-Manual on Uniform Traffic Control Devices (MUTCD) 2009 Edition, with the Alaska supplement (most current version); the National Electrical Safety Code (NESC) as amended and adopted by the Municipality; the National Electrical Code as amended and adopted by the Municipality of Anchorage; and the Edition of the Standard Specifications for Structural Supports for Highway Sign, Luminaires and Traffic Signals provided in the appropriate divisions. When conflicts exist between M.A.S.S. and the documents noted above, the requirements of the documents and the Special Provisions shall govern.

**SECTION 95.03 TIME OF COMPLETION**

This Project shall be completed within forty-five (45) calendar days after the Notice-to-Proceed is issued.

**SECTION 95.04 MODIFICATIONS AND/OR ADDITIONS TO MUNICIPALITY OF ANCHORAGE STANDARD SPECIFICATIONS**

The following listed provisions of M.A.S.S. are amended as hereinafter stated:

**A. DIVISION 10 STANDARD GENERAL PROVISIONS**

*Add the following Section:*

**SECTION 10.00 ALL APPLICABLE M.A.S.S. ARTICLES**

Delete all references to and requirements for compliance with Anchorage Municipal Code Chapter 7.60 the Disadvantaged/Women Owned Business (DBE/WBE) program and specifications.

**SECTION 10.03 AWARD AND EXECUTION OF CONTRACT**

**Article 3.4 Action on Bids**

*Delete the last paragraph and replace with the following:*

Unless otherwise specified in the Invitation to Bid, Notice of Award or rejection shall be given within sixty (60) days of Bid opening. The notice shall be in writing and signed by the Purchasing Officer or authorized designee. A Notice of Award shall constitute an acceptance of the Bid. No other act(s) of the Municipality or its representatives shall constitute an acceptance of a Bid. The acceptance of a Bid shall bind the successful Bidder to execute the Contract.

**SECTION 10.04 SCOPE OF WORK**

**Article 4.8 Work Incidental to the Contract**

*Add the following item:*

14. Coordination and required permitting, including traffic control, for Work on ARRC crossings.

**Article 4.17 Utilities**

**C. Gas**

*Add the following paragraphs:*

The Contractor shall download and follow the most current construction guidelines published by ENSTAR. Those guidelines can be downloaded from:

<https://www.enstarnaturalgas.com/safety-for-excavators-contractors/>

*Click on the link in the last sentence of the first paragraph.*

The Final Rule from the PHMSA website can be obtained from:

<https://www.phmsa.dot.gov/pipeline/excavator-final-rule/about-excavation-enforcement-final-rule>

*Click on the “Final Rule on Excavation Damage 80 FR 43836 Final Rule” link.*

D. Electrical and Telecommunications

*Add the following paragraphs:*

The Contractor shall download and follow the most current construction guidelines published by Chugach Electric Association. Those guidelines can be downloaded from:

<http://www.chugachelectric.com/member-services/regulations-requirements>

*Click on the link titled “Electrical Facility Clearance Requirements”.*

*The following contact information is provided as a courtesy to the Contractor and is the most currently available.*

Alaska Communication Systems (ACS) – Duilio Guerrero, 564-1522 or 230-8268

Anchorage Water & Wastewater Utility (AWWU) – Shawn Dooley, 564-2786

AT&T – Mike Barsalou, 264-7325

Chugach Electric Association (CEA) – Victor Willis, 230-7536

ENSTAR Natural Gas – Stan Staples, 334-7777

GCI – Steven Cranford, 868-6769

Municipal Street and Storm Drain Maintenance – Eric Hodgson, 343-8100

Municipal Street Light Maintenance – Jessica Michou, 343-8445

Municipal Traffic Signals Section – Levi Piehl, 343-8363

Solid Waste Services (SWS) – Evalu Filitaula, 343-6258 or 317-6863

Matanuska Electric Association (MEA) – John Foutz, 761-9265

Matanuska Telephone Assoc. (MTA) – Robbie Nash, 761-2704 or 355-1687



Eagle River Street & Storm Drain Maintenance – Anthony Winsor, 343-1512  
Alaska Waste – Josh James, 688-4446

## **SECTION 10.05 CONTROL OF WORK**

### **Article 5.27 Liquidated Damages**

*Add the following paragraph:*

The Owner may withhold from any progress payment the sum of \$500 per day as Liquidated Damages for each and every calendar day that the Substantial Completion Date is delayed beyond the Contract Completion Date. The Owner may withhold out of any progress payment the sum of \$250 per day as Liquidated Damages for each and every calendar day that the Final Acceptance Date is delayed beyond the Contract Completion Date. If no money is due Contractor, the Owner will have the right to recover said sums from Contractor, the Surety, or both.

## **SECTION 10.06 LEGAL RELATIONS AND RESPONSIBILITIES**

### **Article 6.1 Laws to be Observed**

*Add the following paragraph:*

Owner is not aware of any contaminated material within the project limits. If such material is encountered, Contractor shall notify the Engineer immediately for direction. This will be treated as a changed condition, unless the contamination was caused by Contractor's operation.

### **Article 6.6 Permits**

*Add the following paragraph:*

The Contractor shall obtain and pay for all required permits and authorizations, including traffic control, from ARRC to complete the Work. Where conflicts between ARRC permit and MASS exist, the ARRC permit requirements shall govern.

### **Article 6.9 Insurance**

*Add the following to the end of the first paragraph:*

The current requirements of the MOA (as noted in the MOA Insurance Supplement) and ARRC permit may not exactly align with MASS requirements. The higher minimum/more stringent insurance requirements shall govern.

**B. DIVISION 20 STANDARD CONSTRUCTION SPECIFICATIONS FOR EARTHWORK**

**SECTION 20.22 LEVELING COURSE**

**Article 22.2 Material**

*Add the following paragraphs after the second paragraph:*

Crushed waste glass (cullet) may be combined with soil-aggregate material and used in leveling course. If glass cullet is incorporated, leveling course shall contain not more than ten percent (10%) by weight glass cullet smaller than three-eighths-inch (3/8"). Contractor shall ensure that glass cullet is uniformly blended with natural soil aggregate material prior to project delivery and placement. Glass cullet must conform to the specifications in Subarticle G – Glass Cullet of this Article. In addition to the normal gradation documentation for classified fill or backfill, when glass cullet is used the Contractor shall provide documentation certifying that the glass cullet (1) is comprised only of eligible types of glass, (2) does not contain prohibited materials, (3) meets debris content requirement, and (4) meets blending percentage requirement to the Engineer prior to placement of the material.

Upon written approval by the Engineer, recycled concrete aggregate (RCA) may be substituted for leveling course, on an inch for inch basis. RCA shall conform to this specification.

*Add the following SubArticles:*

**D. Crushed Waste Glass (Cullet)**

Glass cullet shall be free of prohibited or hazardous substances and the cullet shall contain no more than two percent (2.0%) debris as determined in AASHTO M318.

Eligible glass products from which glass cullet may be produced include:

- food and beverage container glass;
- plain ceramic or china dinnerware; and
- building window glass.

Prohibited glass products include:

- automobile windshields or other glass from automobiles;
- light bulbs of any type;
- porcelain products;
- laboratory glass; or
- television, computer, or other cathode ray monitor tubes.

E. Recycled Concrete Aggregate

RCA shall consist of a manufactured aggregate material and natural aggregate particles derived from the crushing, processing and classification of Portland cement concrete construction debris recovered from roadways, sidewalks, building, bridges and other sources, which conforms to AASHTO M-319 - Reclaimed Concrete Aggregate for Unbound Soil-Aggregate Base Course, and this specification. This material shall not contain deleterious substances in excess of the following amounts by mass-weight:

<u>Deleterious Material</u>	<u>By weight</u> %
Bituminous concrete materials	5%
Brick or concrete masonry unit block	5%
Solid waste or hazardous materials	0%
Wood, metal, plaster, gypsum	0.1%

Both Coarse and Fine Aggregate shall conform to this specification and the quality requirements from AASHTO M-147 - Materials for Aggregate and Soil-Aggregate Subbase, Base, and Surface Courses. Additionally RCA shall have a minimum of seventy percent (70%) of particles with one or more mechanically fractured faces when the RCA is tested in accordance with AASHTO TP-61.

The Maximum Moisture Content is four percent (4.0%) for RCA.

The RCA Liquid Limit shall not exceed 35 when tested in accordance with AASHTO T-89 and the Plasticity Index of the fraction of RCA passing the No. 40 sieve shall not exceed 6 when tested in accordance with AASHTO T-90.

In accordance with ASTM 306, the percent of flat and elongated pieces in RCA shall not exceed eight percent (8%).

**Restrictions to Use of Recycled Concrete Aggregate:** RCA shall not be placed over a geotextile layer, gravel drain fields, drain field piping, subdrains, or open soil-lined stormwater retention or detention facilities, because soluble minerals rich in calcium salts and calcium hydroxide can be hydraulically transported from the recycled concrete aggregate. RCA is not approved for use within five feet (5') of metal culverts due to its high alkalinity and because recycled concrete aggregate in contact with aluminum or galvanized steel pipes can cause corrosion in the presence of moisture.

### **Article 22.3 Construction**

*Insert the following paragraph at the end of subArticle C. Placing:*

If used, any portion of the RCA which becomes segregated and/or develops zones of paste or crushed conglomerates during the distribution/compaction process shall be corrected by the Contractor. This correction process shall be conducted full depth and continue until the on-grade RCA meets this specification. The Engineer reserves the right to sample (or resample) the RCA for acceptance after it has been placed, watered and compacted.

*Add the following subArticle F:*

#### **F. Crushed Waste Glass (Cullet)**

Contractor shall not use leveling course incorporating glass cullet:

- within four feet (4') from the face of any embankment slope;
- within one hundred and fifty feet (150') of any surface water body;
- in embankment areas where culvert placement is required;
- in contact with any geotextile or geosynthetic material; or
- in any soil-aggregate base or subbase courses that are not covered by surfacing material.

### **Article 22.4 Measurement**

*Remove the first sentence and replace with the following:*

The leveling course shall be measured in tons of materials delivered and placed in accordance with these Specifications and adjusted for excess moisture as provided.

*Add the following after the last paragraph:*

Use of glass cullet and/or RCA is incidental to the bid item Leveling Course and no additional payments shall be made.

**C. DIVISION 40 STANDARD CONSTRUCTION SPECIFICATIONS FOR ASPHALT SURFACING**

**SECTION 40.01 GENERAL**

*Add the following Article:*

**Article 1.7 Asphalt Price Adjustment**

This provision provides a price adjustment for asphalt cement material by:

1. an increase to the contract amount, or
2. a deduction from the contract amount.

The provision shall apply to asphalt concrete pavement which:

- is a major bid item as defined in M.A.S.S. Division 10, Section 10.04, Article 4.5 – Increased Quantities;
- is placed in the second or later year of the contract;
- conforms to M.A.S.S. Division 40, Section 40.06 – Asphalt Concrete Pavement; and
- is paid pursuant to M.A.S.S. Division 40, Section 40.06 – Asphalt Concrete Pavement and Section 40.07 – Stone Mastic Asphalt Concrete Pavement.

This provision shall only apply to cost changes in the asphalt cement material that occurs between the date of bid opening and the date the asphalt material is incorporated into the project.

The asphalt price adjustment shall only apply when there is more than a seven and one-half percent (7.5%) increase or decrease in the Alaska Asphalt Material Price Index from the date of the bid opening to the date the asphalt material is incorporated into the project.

As used in this Article, the Alaska Asphalt Material Price Index is calculated bi-monthly on the first and third Friday of each month, and will remain in effect from the day of calculation until the next bi-monthly calculation. The Alaska Asphalt Material Price Index is posted on the ADOT&PF's Statewide Materials website, and is calculated according to the formula posted therein.

The Asphalt Price Adjustment (APA) payment is cumulative and is calculated with each progress payment. Asphalt material price index in effect on the last day of the pay period is used to calculate the price adjustment for asphalt cement material incorporated into the project during that pay period. The Municipality will increase or decrease payment under this contract by the amount determined with the following asphalt cement material price adjustment formula:

$$\text{APA } \{\text{price } \textit{increase/decrease}\}^* = [(\pm \text{ IPP } \mp \text{ IB}) - (0.075 * \text{ IB})] * Q * \% \text{ AC}$$

Where,

**Q** = quantity of asphalt concrete pavement incorporated into the project during the pay period, in tons, and documented by weight tickets;

**IB** = Index at bid: the bi-monthly Alaska asphalt material price index in effect on date of bid, in dollars per ton;

**IPP** = Index at Pay Periods: the bi-monthly Alaska asphalt material price index in effect on the last day of the pay period, in dollars per ton; and

**%AC** = percentage asphalt cement content in the asphalt concrete pavement, as determined by the average asphalt cement content in project's asphalt concrete quality control testing.

\* Note: a negative price adjustment (APA) results in a price reduction to the Contract.

Method of measurement for determining quantity, Q, is the weight of asphalt concrete pavement material that conforms to M.A.S.S. Division 40, Section 40.06 – Asphalt Concrete Pavement and is incorporated into the project.

No asphalt price adjustment will be paid based on estimated quantities.

Contingent Sum payment shall be made on the following basis:

The final asphalt price adjustment on a project is the aggregate of the price adjustments paid on a project's respective progress pay estimates, i.e.,

$$APA = APA_1 + APA_2 + \dots + APA_n$$

Where  $n$  = partial payment estimate number.

## **SECTION 11.4 REMOVE AND REPLACE ASPHALT SURFACING**

### **Article 11.1 Description**

*Replace the paragraph with the following.*

The Work under this Section consists of the performance of all Work required for removing, disposing of, and replacing existing asphaltic surfacing or cold mix asphalt, including leveling course and asphalt tack coat, as directed on the Drawings.

### **Article 11.3 Construction**

*Replace the third paragraph with the following.*

Contractor shall neatly and cleanly saw cut existing asphalt surfacing to be removed prior to removal. Saw cuts shall be the full depth of existing pavement and shall be straight and parallel. If any portion of the remaining asphalt surfacing is undercut by trenching operation, the Contractor shall saw cut, remove, and replace the affected area at their own expense.

*Delete the seventh paragraph.*

### **Article 11.4 Measurement**

*Replace the paragraph with the following.*

Removing, disposing of, and replacing existing asphalt surfacing and cold mix asphalt, including leveling course and asphalt tack coat, is measured per square yard, complete in place.

**D. DIVISION 70 STANDARD CONSTRUCTION SPECIFICATIONS  
MISCELLANEOUS**

**SECTION 70.12 TRAFFIC MAINTENANCE**

*Amend the following Article:*

**Article 12.6 Public Notice**

Delete the first paragraph, inclusive of the list of local officials and transportation organizations, and replace with the following:

The Work Site Traffic Supervisor shall give notices of changes, delays, or lane/road closures to the following local officials and transportation organizations including, but not limited to:

1. Anchorage Chamber of Commerce 272-2401
2. Alaska Travel Industry Association 929-2842
3. Alaska Trucking Association 276-1149
4. Alaska State Troopers 428-7200
5. Alaska Court System 264-8232
6. Anchorage Police Department 786-8500
7. Anchorage Fire Department 267-4950
8. Local Emergency Medical Services 267-4950
9. Anchorage Public Transportation 343-8253/8386
10. ASD Pupil Transportation 742-1207
11. U.S. Postal Service 266-3261
12. MOA Parks and Recreation
13. Local Schools and Universities
14. Volunteer Fire Departments (applicable if operating in the project area)
15. Local Solid Waste Utilities
16. Commercial Vehicle Enforcement 365-1203
17. Port of Alaska 343-6202
18. ARRC 265-2237

END OF SPECIAL PROVISIONS





**MUNICIPALITY OF ANCHORAGE  
TRAFFIC ENGINEERING DEPARTMENT**

**2024 ANCHORAGE STRIPING RAILROAD CROSSINGS**

**22-27**

**III**

**SUBMITTAL LIST**



## 2024 ANCHORAGE STRIPING RAILROAD CROSSINGS

22-27

### SUBMITTAL LIST

Job #: \_\_\_\_\_ Contractor: \_\_\_\_\_

Submittal Number	Rev.	Description
10.04.9		Private Property Disposal Site Permission; Fill Permit
10.04.12		Property Owner 48-Hour Closure Notice
10.04.13		Street Closures; Traffic Control Plan
10.04.15		Temporary Erosion and Sediment Control Plan
10.04.17		Utility Notification Verification
10.04.17		Pre-Construction Utility Inspection Report
10.04.17		Post-Construction Utility Inspection Report
10.04.19		Record Drawings
10.05.3		Construction Progress Schedule
10.05.3		Schedule of Values
10.05.4		Notice of Unusual Working Hours
10.05.7		Proposed Substitutions
10.05.9		Contractor's Authorized Representatives and Employees
10.05.10		Subcontractor's List
10.06.6		Contractor Obtained Permits (ROW, Noise, Electrical, Dewatering, etc.)
10.06.9		Certificate of Insurance
10.06.12		Certified Payroll
10.07.1		Material Weight Tickets
10.07.7		ADOL Notification of Compliance
10.07.7		Notarized Certificate of Compliance
20.02.4		Storm Water Pollution Prevention Plan (SWPPP)
20.02.16		SWPPP Inspection Reports
65.02.2		Survey Field Notes

Submittal Number	Rev.	Description
65.02.3		Party Chief's Daily Diary
65.02.13		Survey Electronic Data
65.02.16		Survey Quantity Measurements (Clearing, Clearing & Grubbing, Pavement Removal, Pavement Rotomilling, Pavement Reclamation, Road Excavation, Trench Excavation, Topsoil, Seeding, and other areas of misc. final surfacing application such as asphalt, concrete, RAP, etc. which are measured in SF or SY)
70.10.3		Manufacturer's Recommendations for Application of Methyl Methacrylate Traffic Markings
70.12.2		Traffic Control Plan (TCP)
70.12.4		Identify Work Site Traffic Supervisor/Telephone Number
70.12.6		Proof of Public Notice

NOTE: The above list of submittals is not all inclusive. In addition to the above, the Contractor is required to comply with all submittal requirements as required or identified in the plans, specifications, M.A.S.S., or as directed by the Engineer.

**MUNICIPALITY OF ANCHORAGE  
TRAFFIC ENGINEERING DEPARTMENT**

**2024 ANCHORAGE STRIPING RAILROAD CROSSINGS**

**22-27**

**IV**

**ARRC TEMPORARY CONSTRUCTION PERMIT**

ARRC Contract No. \_\_\_\_\_  
ARRC Milepost: Various  
Permit For: MOA 2023  
Anchorage Striping Railroad  
Crossings

### TEMPORARY CONSTRUCTION PERMIT

THIS TEMPORARY CONSTRUCTION PERMIT is made on the day executed by the last signatory hereto, by and between the ALASKA RAILROAD CORPORATION, a public corporation of the State of Alaska formed pursuant to AS 42.40 ("ARRC"), whose mailing address is P.O. Box 107500, Anchorage, Alaska 99510-7500 and \_\_\_\_\_, (check one)  a sole proprietorship or an individual  a general partnership  a(n) insert State limited partnership  a(n) insert State corporation  a governmental unit ("Permittee"), whose mailing address is \_\_\_\_\_.

1. GRANT OF PERMIT. ARRC hereby grants to Permittee a non-exclusive revocable permit ("Permit") to enter upon ARRC's real property in the vicinity of the following ARRC crossings:

<b>Description</b>	<b>ARRC MP</b>
E. Whitney Road	115.51
Ingra Street (APU and Main)	114.89/114.96
Cordova Street	114.68
N. C Street	114.42
Ocean Dock Road	113.92
Small Boat Launch Road	113.92

Locations more specifically shown on the drawing attached as Exhibit A (the "Permit Area") for the sole and limited purpose of constructing the Municipality of Anchorage, Anchorage Striping Railroad Crossings project (the "Project") and upon the terms and conditions set forth herein. Generally, the Permit Area is described as:

2. TERM. This Permit shall be for a term beginning on \_\_\_\_\_ and ending on \_\_\_\_\_, provided that ARRC shall have the absolute right to terminate this Permit upon five (5) days' written notice to Permittee; provided, however, that ARRC may terminate the Permit on less than five (5) days' notice if either (a) another provision of this Permit allows termination upon such shorter notice, or (b) ARRC reasonably determines that a shorter notice period is necessary due to circumstances that substantially endanger either the person or property of ARRC or a third party, or human health or the environment. Permittee shall have the absolute right to terminate this Permit upon five (5) days written notice. Any continued entry upon or use of the Permit Area by Permittee after the expiration of the original term of this Permit, absent prior ARRC approval, shall be under the same terms and conditions as this Permit.

3. PERMIT FEE. As consideration for this right of entry, Permittee shall pay One Thousand Seven Hundred and 00/100 Dollars (\$1,700.00) (one-time fee), due in advance to ARRC, receipt of which is acknowledged by the execution of this Permit by ARRC. The Permit fee is non-refundable notwithstanding any termination of this Permit, including but not limited to termination pursuant to Section 2 or Section 10 of this Permit.

4. PLANS AND SPECIFICATIONS FOR CONSTRUCTION.

4.01 Permittee shall perform all work on the Project, including but not limited to the construction of facilities described in Section 1, only in the location specifically shown in Exhibit A.

4.02 Prior to (i) advertising for bids for work on the Project, (ii) issuing any contract(s) for work on the Project or amendments thereto, (iii) issuing any change order(s) to its contractor(s) for work on the Project, and/or (iv) commencing itself any work on the Project, Permittee shall submit to ARRC for approval all plans and specifications for work on the Project and all amendments, additions or corrections thereto. Permittee agrees not to commence or cause to commence any such work or any associated work until approval for such work has been received from ARRC.

4.03 Permittee agrees that any work on the Project, including but not limited to any facility construction, shall be substantially in accordance with Permittee's plans and specifications as first approved by ARRC.

4.04 The Standard Specifications for Work on Railroad Property (the "Standard Specifications") attached hereto as Exhibit B are incorporated herein by reference. The current version of the Technical Standards for Roadways, Trails and Utility Facilities in ARRC Right-of-Way ("Technical Standards") are found on ARRC's website at [www.alaskarailroad.com](http://www.alaskarailroad.com) or a copy may be obtained by calling (907) 265-2347. Permittee agrees that all construction and associated work on the Project performed upon ARRC property shall be performed in accordance with (i) the Standard Specifications; (ii) for such activities within the ARRC right-of-way, the Technical Standards; and (iii) any supplemental conditions required by Section 15 of this Permit, including any revisions or supplements thereto in effect on the date any such activities are undertaken. Permittee agrees to include a version of the Standard Specifications, modified as appropriate to the particular contract and approved by ARRC, the Technical Standards (for work in the ARRC right-of-way) and any supplemental conditions under Section 15 in all contractual bid specifications which the Permittee may publish for work associated with the Project. In the event the Standard Specifications and/or the Technical Standards are revised or replaced by ARRC prior to termination of this Permit, Permittee agrees that any changes in or additions to work on ARRC property under this Permit shall be performed in accordance with such revised Standard Specifications and/or Technical Standards or replacement documents, provided that ARRC has made such revisions or replacements reasonably available to Permittee. Permittee shall be responsible for making itself aware of the Standard Specifications and Technical Standards and any revisions thereof or replacements therefor during the term of this Permit. If any term of this Permit conflicts with any provision in the Standard Specifications and/or the Technical Standards, the terms of this Permit shall control.

4.05 Permittee agrees to the supplemental terms or conditions, if any, stated in Section 15 of this Permit.



4.06 Permittee shall provide as-built prints of the Project to ARRC promptly upon completion of construction under this Permit. In addition to as-built prints, ARRC may, in its reasonable discretion, require Permittee to provide GPS data or other locational information regarding the completed Project, and Permittee agrees to provide such data or information upon request from ARRC.

5. FUTURE USE OF PERMIT AREA. Upon completion of the Project, the facilities located on the Permit Area will be governed by the terms of the Municipality of Anchorage's Blanket Agreement for storm drains, automatic crossing signals, bike/pedestrian crossings, road crossings, and roadways/trails on ARRC Property, ARRC Contract No. 5981.

6. ARRC USE. ARRC reserves for itself, its successors, assigns, permittees and licensees, the right to use the Permit Area for any purpose whatsoever, including without limitation transportation, communication, and transmission purposes, which shall be deemed to include but not be limited to the construction, maintenance and operation of existing and additional tracks, pipes, communication and power transmission lines, drainage ditches or any other facilities located upon, over, and beneath the Permit Area.

7. INDEMNIFICATION. Except as otherwise stated in this section, Permittee shall be liable for and agrees to release, indemnify, defend and hold harmless ARRC, its employees, officers and representatives from and against all losses and all claims, demands, payments, suits, actions, liabilities, judgments, damages, recoveries, fines, penalties, costs, legal expenses (including, but not limited to, reasonable attorney's fees), of whatever kind, including sums paid in settlements of claims, attorney fees, consultant fees, expert fees, or costs incurred, made, brought or recovered against ARRC by any person or entity, including but not limited to Permittee, its agents, contractors, subcontractors, employees or invitees, arising directly or indirectly from, or connected with (a) this Permit; (b) Permittee's use or occupation of the Permit Area; (c) Permittee's operations on other ARRC property; (d) any act or omission by Permittee, its bidders, contractors, subcontractors, agents, employees, invitees in the execution of the Project, work related to the Project, or in guarding the same; or (e) any failure of Permittee to comply with applicable laws, ordinances, rules, regulations, guidelines, or other requirements imposed by any government entity now or hereafter in effect, in connection with the performance of this Permit by Permittee. In furtherance of, and without limiting, the foregoing duties to release, indemnify, defend and hold harmless, Permittee shall assume complete liability for any and all claims resulting from the construction, reconstruction, maintenance, operation, use and existence of the facility located on, under, or over the Permit Area or otherwise arising from the Project. Permittee shall give ARRC reasonable notice of any claims or actions described above. Permittee shall use counsel reasonably acceptable to ARRC in carrying out its defense obligations under this Section 7. The provisions contained in this Section 7 shall not be given effect if the active negligence of ARRC or its employees is the sole proximate cause of any injury or damage done to the party asserting the claim. Permittee's agreement to the release, indemnity, defense and hold harmless obligations in this Section 7 is one of the considerations upon which this Permit is granted. The release, indemnity, hold harmless and defense obligations set forth in this Section 7 shall survive the expiration or earlier termination of this Permit.

8. COMPLIANCE WITH GOVERNMENTAL REQUIREMENTS. Permittee shall, at its expense, comply with all applicable laws, ordinances, rules, regulations, orders

and other requirements imposed by any government entity, regardless of when they become or became effective, including without limitation, those relating to health, safety, noise, environmental protection, waste disposal, and water and air quality, and shall furnish satisfactory evidence of such compliance upon request of ARRC. Should any discharge, leakage, spillage, emission, contamination or pollution of any type occur upon or from the Permit Area due to Permittee's use and occupancy thereof, Permittee shall, at its expense, clean and/or otherwise remediate the Permit Area to the satisfaction of the ARRC and any governmental body having jurisdiction thereover.

9. INSURANCE. Permittee shall procure and keep in full force and effect at all times while performing work on ARRC property the Commercial General Liability, Automobile Liability, Workers Compensation and Railroad Protective Liability insurance policies specified in Section 4.4 of the Standard Specifications attached as Exhibit B hereto, and shall in all other respects comply with the requirements set forth in Section 4 of the Standard Specifications. **Permittee's contractor may not enter upon or commence any work on ARRC Property until it has provided certificates to ARRC evidencing that it has obtained the required insurance.**

10. DEFAULT AND REMEDIES.

10.01 Default. The occurrence of any one or more of the following events shall constitute a material default by Permittee.

A. The failure by Permittee to make any payments required to be made by Permittee under this Permit and/or under the Standard Specifications referred to in paragraph 4.04 of this Permit, as and when due, where such failure shall continue for a period of five (5) days after written notice thereof from ARRC to Permittee.

B. The failure by Permittee to observe or perform any covenant, condition or provision of this permit which, in the reasonable opinion of ARRC, substantially endangers either the person or property of ARRC or a third party, or human health or the environment, where Permittee does not commence curing the default immediately upon written notice thereof from ARRC to Permittee or does not continue to complete the cure within such reasonable time period thereafter as is imposed by ARRC or any governmental body having jurisdiction in the matter.

C. Except as otherwise provided in this permit, the failure by Permittee to observe or perform any of the covenants, conditions or provisions of this permit to be observed or performed by Permittee, other than described in paragraphs (A) or (B) above, where such failure shall continue for a period of ten (10) days after written notice thereof from ARRC to Permittee.

D. The occurrence of any of the following: (i) the Permittee makes any general arrangement or general assignment for the benefit of creditors; (ii) Permittee becomes a debtor in bankruptcy; (iii) a trustee or receiver is appointed to take possession of substantially all of Permittee's assets; or (iv) substantially all of Permittee's assets are attached, executed upon or otherwise judicially seized.

E. Vacation or abandonment of the Project or the Permit Area by Permittee.

F. The discovery by ARRC that any financial statement, credit information or other financial information given to ARRC by Permittee, any assignee of Permittee, any successor in interest of Permittee or any guarantor of Permittee's obligation hereunder, was materially false at the time given.

10.02 Remedies. In the event of any material default by Permittee, ARRC may at any time thereafter, without notice or demand and without limiting ARRC in the exercise of any right or remedy which ARRC may have by reason of such default:

A. Terminate Permittee's rights under this Permit and pursue any other available remedies.

B. Maintain Permittee's rights under this permit in which case this Permit shall continue in effect. In such event ARRC shall be entitled to enforce all of ARRC's rights and remedies under this Permit, including the right to recover the payments due under this Permit and/or under the Standard Specifications referred to in paragraph 4.04 of this Permit.

C. Pursue any other remedy now or hereafter available to ARRC under the laws or judicial decisions of the State of Alaska.

10.03 Interest on Late Payments. Beginning the day after a payment is due, all unpaid charges and fees required by this permit shall accrue interest at the highest lawful contract rate in the State of Alaska as defined by AS 45.45.010(a) or any successor or replacement statute in effect at that time and as then amended. The accrual of such an interest charge does not waive, excuse or cure any default.

11. RESTORATION OF PERMIT AREA ON TERMINATION. Upon the expiration or termination of this permit, the Permittee shall remove from and off the Permit Area, all property owned or controlled by Permittee, except as may be otherwise agreed to by ARRC in writing or as may be provided in any other ARRC contract(s) referred to in Section 5 above. The Permittee shall restore the Permit Area to a condition reasonably satisfactory to ARRC. If Permittee fails to meet its obligations to remove its property and/or to restore the Permit Area under this Section 11, ARRC may perform such work at Permittee's expense. Until said property is removed and the Permit Area restored, either by Permittee or by ARRC at Permittee's expense, this Permit, with all terms contained herein, shall, at ARRC's option, remain in effect until said property is removed and the Permit Area is restored. The requirements of this Section are in furtherance of and not in limitation of any provision of the Standard Specifications referred to in paragraph 4.04 of this Permit.

12. NO WARRANTIES. ARRC does not warrant or represent that the Permit Area is safe, healthful or suitable for the purpose for which it is to be used under this Permit. The absence of markers does not constitute a warranty by ARRC that subsurface installations do not exist on, in or under the Permit Area or any part thereof.

13. ASSIGNMENT. This Permit is personal to Permittee and may not be assigned or transferred in any manner, including by operation of law, without prior written consent of ARRC. Any attempt to assign or transfer the Permit without such prior written consent shall cause an immediate termination of the Permit.

14. MISCELLANEOUS.

14.01 The captions of paragraphs in this Permit are for convenience of reference only and shall not be used in the construction of any term hereof.

14.02 The terms of this Permit shall inure to the benefit of any successors and assigns of ARRC, and, subject to the provisions of Section 13, to the successors and assigns of Permittee.

14.03 This Permit represents the entire agreement of the parties with respect to the subject matter thereof, and it may not be modified except by an agreement in writing signed by both parties.

14.04 Time is of the essence with respect to any obligations to be performed under this Permit.

15. SUPPLEMENTAL CONDITIONS.

15.01 All work on the Project must be coordinated with Andrew Reynolds, ARRC Project Manager, at (907) 265-2409.

15.02 Permittee shall be responsible for any coordination that may be required with any other impacted parties such as ARRC Permittees and/or the Department of Transportation & Public Facilities.

15.03 Should Contractor wish to utilize any ARRC property not currently identified, a separate agreement will be required.

15.04 ARRC flag protection is required for all work within twenty (20) feet of the tracks and when equipment can reach within 20 feet of the tracks and must be scheduled a minimum of ten (10) days in advance. Contact ARRC Project Manager to schedule flagging. See Subsection 3.3 and Section 6, Standard Specifications. All flagging requests and flagging must comply with ARRC's Railroad Flagging Policy for Contractors Working Within the ARRC Right-of-Way ("Flagging Policy"), a copy of which is available on ARRC's website at:

[https://www.alaskarailroad.com/sites/default/files/akrr\\_pdfs/FRM-PLCY\\_ARRC\\_Flagging\\_Request.pdf](https://www.alaskarailroad.com/sites/default/files/akrr_pdfs/FRM-PLCY_ARRC_Flagging_Request.pdf)

15.05 Contractor shall obey all stop signs at railroad crossings.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

**ALASKA RAILROAD CORPORATION**

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Andrew Donovan  
Director, Real Estate

**CONTRACTOR TBD**

Dated: \_\_\_\_\_

By: \_\_\_\_\_

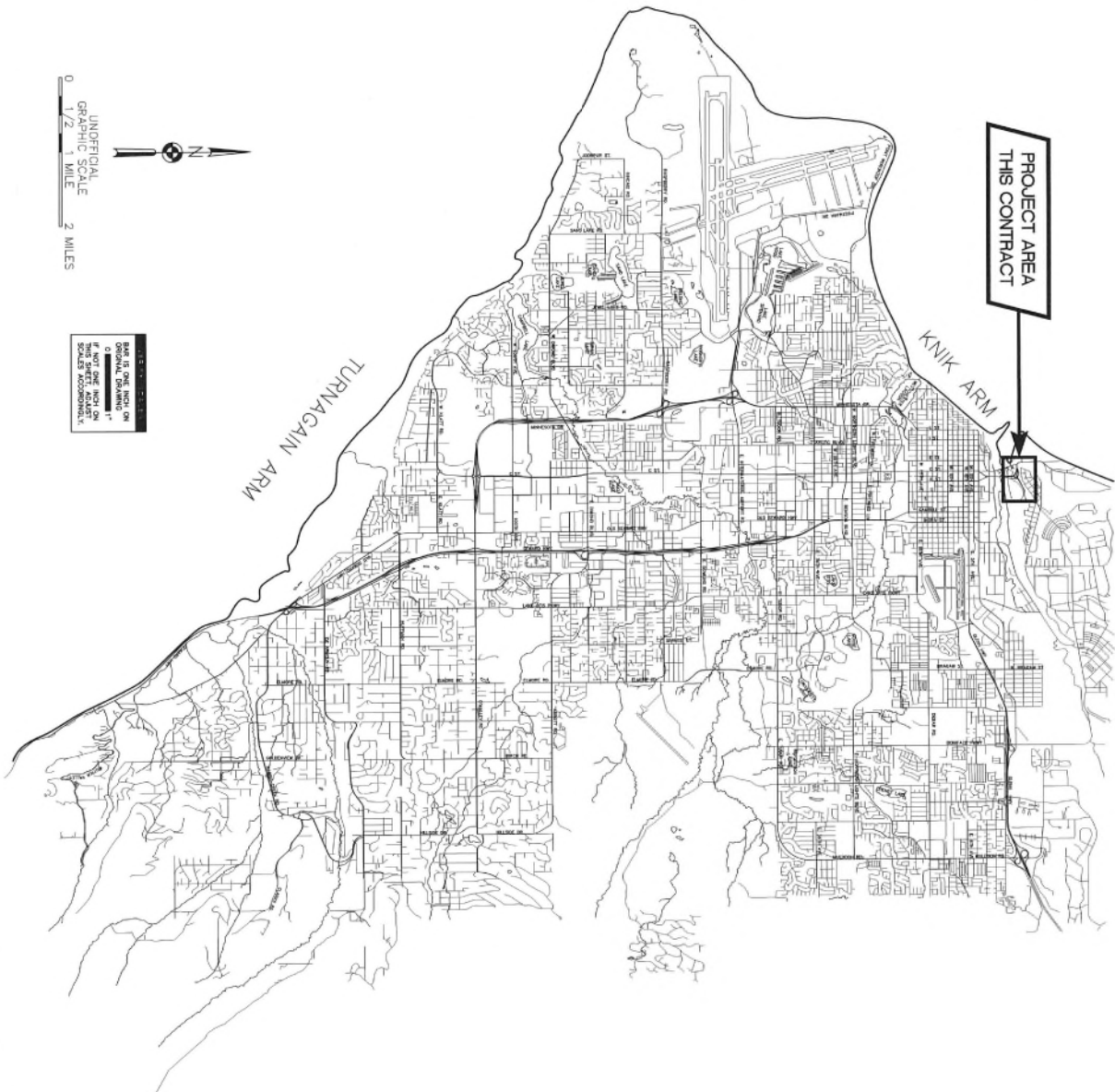
(Please SIGN Here)

\_\_\_\_\_  
(Please PRINT Name)

\_\_\_\_\_  
(Please PRINT Title)

Attachments:

- ✓ Exhibit A - Drawing
- ✓ Exhibit B - Standard Specifications, Rev. 01/05/2017



DATE IS ONE INCH ON ORIGINAL DRAWING IF NOT ONE INCH ON THIS SHEET ADJUST SCALES ACCORDINGLY



**MUNICIPALITY OF ANCHORAGE  
TRAFFIC ENGINEERING DEPARTMENT**

**2024 ANCHORAGE STRIPING  
RAILROAD CROSSINGS  
PROJECT 22-27**

APPROVED BY:

BRANDON TELFORD, P.E.  
ACTING MUNICIPAL ENGINEER

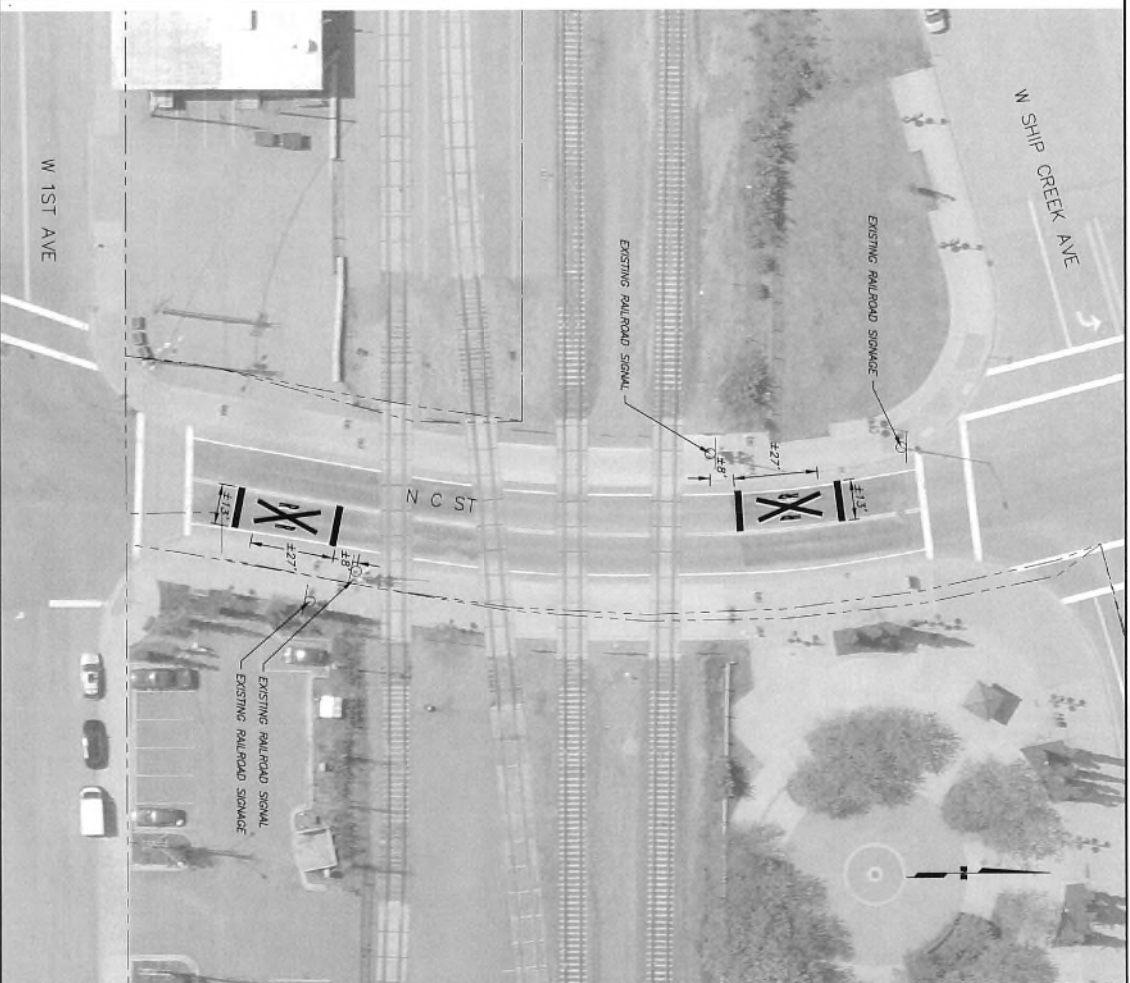
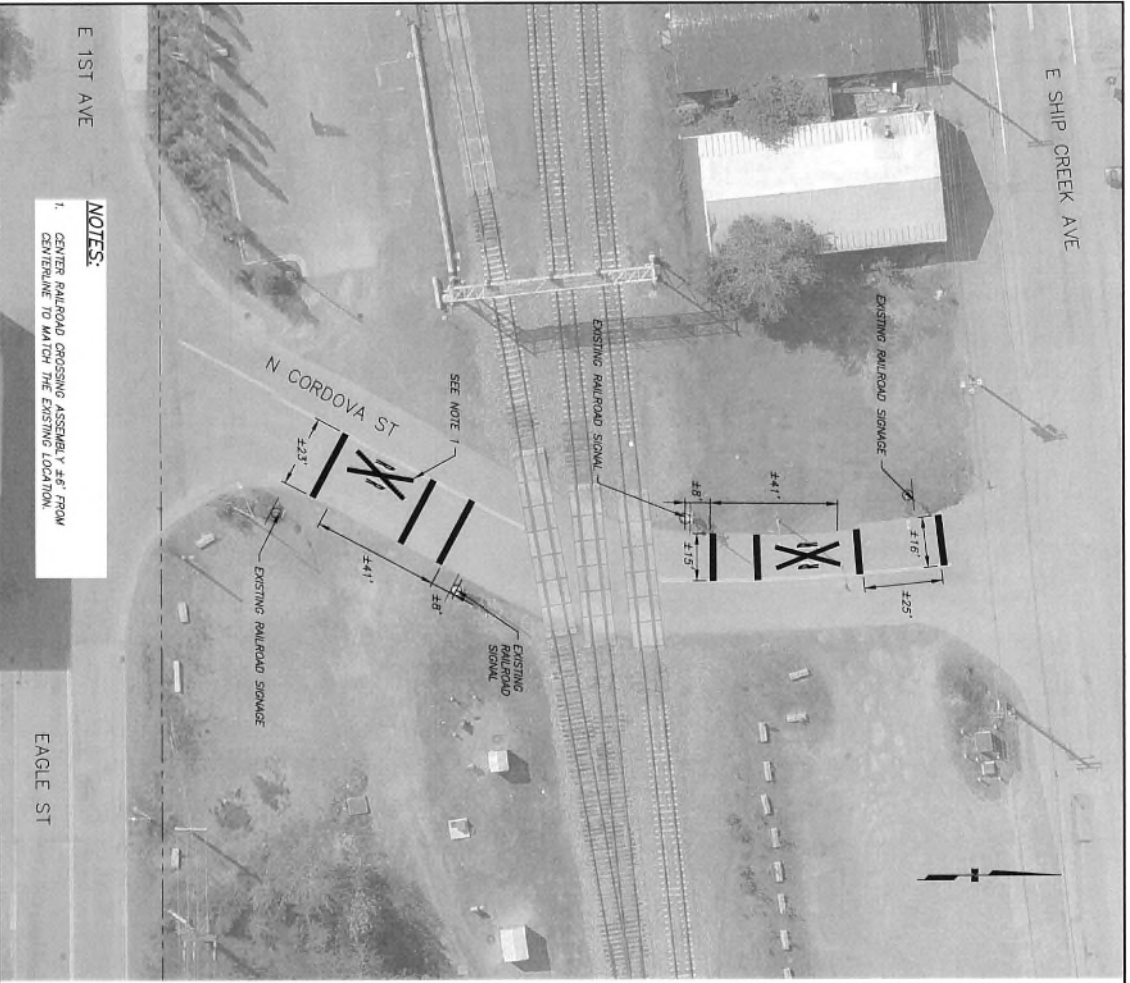
FILE NO.-











**NOTES:**  
 1. CENTER RAILROAD CROSSING ASSEMBLY 48' FROM CENTERLINE TO MATCH THE EXISTING LOCATION.

**RECORD DRAWING**

1. DATA PROVIDED BY: \_\_\_\_\_ TITLE: \_\_\_\_\_  
 THE MAIL SERVICE TO CERTIFY THAT THESE RECORD DRAWINGS ARE A TRUE AND ACCURATE REPRESENTATION OF THE PROJECT AS CONSTRUCTED.  
 CONTRACTOR: \_\_\_\_\_

2. DATA TRANSMITTED BY: \_\_\_\_\_ TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

3. BASED ON PREVIOUS FIELD OBSERVATIONS BY THE DESIGNER OR AN INDIVIDUAL UNDER HIS/HER DIRECT SUPERVISION, THE CONTRACTOR-PROVIDED DATA APPEARS TO REPRESENT THE PROJECT AS CONSTRUCTED.  
 DATA TRANSMITTED CHECKED BY: \_\_\_\_\_ TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_  
 BY: \_\_\_\_\_ TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

DATE	ISSUED	REVISION

NO.	DESCRIPTION	DATE

NO.	DESCRIPTION	DATE

NO.	DESCRIPTION	DATE

NO.	DESCRIPTION	DATE

NO.	DESCRIPTION	DATE

NO.	DESCRIPTION	DATE

**HDL ENGINEERING**

• CIVIL ENGINEERING  
 • GEOTECHNICAL  
 • ENVIRONMENTAL  
 3028 WILSON BLVD, SUITE 100  
 ANCHORAGE, ALASKA 99503  
 (907) 564-2780  
 WWW.HDL-ENG.COM

**CONSULTANT**

**TRAFFIC ENGINEERING DEPARTMENT**

21-27 2024 ANCHORAGE STRIPING RAILROAD CROSSINGS

**CORDOVA ST, C ST - CROSSING NO. 3, 4**

SCALE: HOR. 1"=40'  
 DATE: FEB. 2024  
 SHEET: 5 OF 8

FILE NO. -

**RECORD DRAWING**

1. DATA PROVIDED BY: \_\_\_\_\_ TITLE: \_\_\_\_\_

2. CHECKED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

3. BASED ON RECORD DATA OBSERVATIONS BY THE ENGINEER (OR AN APPROVAL UNDER DIRECT SUPERVISION), THE CONTRACTOR-PROVIDED DATA APPEARS TO REPRESENT THE PROJECT AS CONSTRUCTED.

4. CONTRACTOR-PROVIDED DATA APPEARS TO REPRESENT THE PROJECT AS CONSTRUCTED.

NO.	DATE	DESCRIPTION
1	02/26/24	ISSUED FOR CONSTRUCTION

NO.	DATE	DESCRIPTION
1	02/26/24	ISSUED FOR CONSTRUCTION

GRAPHIC SCALE

0 10 20 30 40 50

SCALE

RESPONSE

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

**HDL ENGINEERING**

4150 W. ALASKA STREET, SUITE 100  
ANCHORAGE, ALASKA 99515  
TEL: (907) 562-2200  
WWW.HDL-ENGINEERING.COM



TRAFFIC ENGINEERING DEPARTMENT

22-27 2024 ANCHORAGE STRIPING RAILROAD CROSSINGS

**STRIPING PLAN**

**OCEAN DOCK RD CROSSING--NO.5**

SCALE: HORIZ. 1"=30'

SCALE: VERT. 1"=4'

DATE: FEB. 2024

SHEET 6 OF 8

FILE NO. --



- NOTES:**
- EXISTING YELLOW CENTERLINE TRAFFIC MARKINGS TO REMAIN. DO NOT IMPACT DURING PAVEMENT REMOVAL.
  - LONGITUDINAL 4" TRAFFIC MARKINGS SHALL BE IN LANE WMA AT 125 WLS.
  - REMOVE AND REPLACE 2" OF LEADING COURSE, REMOVAL AND REPLACEMENT TRAILING COURSE IS CONSIDERED INCIDENTAL TO BID ITEM 4011 REMOVE AND REPLACE ASPHALT SURFACING AND NO SEPARATE PAYMENT SHALL BE MADE.
  - PAVEMENT SHALL MAINTAIN EXISTING THICKNESS BUT NOT EXCEED 4". IF THICKNESS EXCEEDS 5" (GRADE PAVEMENT IN TWO LIFTS WITH ASPHALT TACK COAT APPLIED BETWEEN LIFTS ASPHALT TACK COAT IS CONSIDERED INCIDENTAL TO BID ITEM 4011 REMOVE AND REPLACE ASPHALT SURFACING AND NO SEPARATE PAYMENT SHALL BE MADE.

REMOVE AND REPLACE 4.5" OF A.C. PAVEMENT, CLASS E. SEE NOTES.

MATCHLINE - SEE SHEET 7





MATCHLINE - SEE SHEET 6

MATCHLINE - SEE SHEET 8

**RECORD DRAWING**

1. DATA PROVIDED BY: \_\_\_\_\_ TITLE: \_\_\_\_\_

2. DATA TRANSMITTED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

3. BASED ON PREVIOUS DATA OBSERVATIONS BY THE ENGINEER (OR AN INDIVIDUAL UNDER HIS/HER DIRECT SUPERVISION), THE CONTRACTOR-PROVIDED DATA APPEARS TO REPRESENT THE PROJECT AS CONSTRUCTED.

DATE: \_\_\_\_\_

NO.	DATE	BY	DESCRIPTION

GRAPHIC SCALE: 0 20 40 60 FEET

VERTICAL SCALE: \_\_\_\_\_

**HDL ENGINEERING**

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• SURVEYING  
• ENVIRONMENTAL  
• GEOTECHNICAL

2022 WEST BAY BLVD, SUITE 100  
ANCHORAGE, ALASKA 99503  
PH: (907) 564-2200  
WWW.HDL-ENG.COM



TRAFFIC ENGINEERING DEPARTMENT

22-27 2024 ANCHORAGE STRIPING RAILROAD CROSSINGS

**OCEAN DOCK RD - CROSSING NO. 6**

SCALE: HOR: 1"=20' VERT: 1"=20'

DATE: FEB. 2024

SHEET 7 OF 8

FILE NO. -

- NOTES:**
- EXISTING LONGITUDINAL 4" TRAFFIC MARKINGS TO REMAIN. DO NOT IMPACT DURING PAVEMENT REMOVAL.
  - REMOVE AND REPLACE 2" OF LEISLING COURSE, BRUINAL AND REPAVEMENT OF LEISLING COURSE IS CONSIDERED INCIDENTAL TO BID ITEM 4011 REMOVE AND REPLACE ASPHALT SURFACING AND NO SEPARATE PAYMENT SHALL BE MADE.
  - PAVEMENT SHALL MATCH EXISTING THICKNESS BUT NOT EXCEED 4". IF THICKNESS EXCEEDS 3", PLACE PAVEMENT IN TWO LIFTS WITH ASPHALT TACK COAT APPLIED BETWEEN LIFTS. ASPHALT TACK COAT IS CONSIDERED INCIDENTAL TO BID ITEM 4011 REMOVE AND REPLACE ASPHALT SURFACING AND NO SEPARATE PAYMENT SHALL BE MADE.



**RECORD DRAWINGS**

1. ONLY DRAWINGS PROVIDED BY THE CLIENT ARE TO BE RECORDED. THESE RECORD DRAWINGS ARE A TRUE AND ACCURATE REPRESENTATION OF THE ORIGINAL DRAWINGS AND SHALL BE KEPT ON FILE BY THE CONTRACTOR.

2. DRAWINGS NOT RECORDED BY THE CONTRACTOR SHALL BE RECORDED BY THE ENGINEER (OR AN APPROVED DESIGN DIRECT SUPERVISOR). THE CONTRACTOR-PROVIDED DATA APPEARS TO REPRESENT THE PROJECT AS CONSTRUCTED. DATA PROVIDED CHECKED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

BY: \_\_\_\_\_ TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

DATE	DESCRIPTION

DATE	DESCRIPTION

DATE	DESCRIPTION

DATE	DESCRIPTION

DATE	DESCRIPTION

DATE	DESCRIPTION

DATE	DESCRIPTION

DATE	DESCRIPTION

**TRAFFIC ENGINEERING DEPARTMENT**

22-27 2024 ANCHORAGE STRIPING RAILROAD CROSSINGS

**STRIPING PLAN**

**OCEAN DOCK RD - CROSSING NO. 7**

SCALE: HORIZ. 1"=40' VERT. 1/4"=10'

DATE: FEB. 2024 BY: STY/S

SHEET 8 OF 8

FILE NO. -

## **Standard Specifications for Work on Railroad Property**

- Section 1. Definition of Terms
- Section 2. General Requirements
- Section 3. Safety Requirements
- Section 4. Insurance Requirements
- Section 5. Notice
- Section 6. Flag Protection and Protection of ARRC Traffic
- Section 7. Train Delays
- Section 8. Protection of ARRC Communication Lines
- Section 9. Road Crossings
- Section 10. Power and Communication Lines
- Section 11. Underground Utilities
- Section 12. Open Trenching
- Section 13. Excavations
- Section 14. ARRC Inspectors
- Section 15. Use of Explosives
- Section 16. Snow Removal
- Section 17. Clean-up
- Section 18. Record Drawings
- Section 19. Indemnity

## SECTION 1. DEFINITION OF TERMS

<u>ARRC</u>	Alaska Railroad Corporation, P.O. Box 107500, Anchorage, AK 99510-7500.
<u>ARRC Property</u>	all lands owned or withdrawn for the use of the ARRC, including the ARRC's track right-of-way and communications pole line right-of-way.
<u>Chief Engineer</u>	the person employed by the ARRC as head of its Engineering Department or Branch, or his/her authorized representative.
<u>Contractor</u>	any agent of the Permittee, including Contractors or subcontractors employed to construct, reconstruct, operate and/or maintain the Facility. The term "Contractor" shall be synonymous with the term "Permittee" when the Permittee performs the construction, reconstruction, operation and/or maintenance of the Facility with its own personnel.
<u>Director, Real Estate</u>	the person authorized by the ARRC to execute contractual real estate agreements on behalf of the ARRC.
<u>Facility</u>	any improvements owned by the Permittee/Contractor which are to be placed on ARRC property in accordance with written permission executed by ARRC and Permittee.
<u>Telecommunications Supervisor</u>	the person employed by the ARRC as head of its Signals and Telecommunications Department or Branch, or his/her authorized representative.
<u>Permittee/Contractor</u>	the person, company or governmental agency to whom the right to enter upon ARRC Property was given in the form of written permit, easement or contract executed by the ARRC and Permittee/Contractor.
<u>Track Work</u>	all work on the line from the top of subgrade to the top of rail, including geotextile, when required.
<u>Track Materials</u>	all hardware, excluding signals and controllers, associated with the running of a railroad.

## SECTION 2. GENERAL REQUIREMENTS

- 2.1 All construction, reconstruction, operation, and maintenance on ARRC Property shall be performed in compliance with these Standard Specifications for Work on Railroad Property, including all revisions thereto.
- 2.2 Failure to comply with these Standard Specifications for Work on Railroad Property shall result in the demand of ARRC to suspend all work on ARRC Property.
- 2.3 All work on or about ARRC Property shall be performed by experienced personnel in a safe and workmanlike manner in keeping with approved ARRC practices, and as specified herein. ARRC traffic and property shall be protected at all times.
- 2.4 The safety and continuity of the operation of the traffic of ARRC shall be of first importance and shall be at all times protected and safeguarded. The Permittee/Contractor and its subcontractors shall be required to perform and arrange their work accordingly. Whenever, in the opinion of the Chief Engineer or his or her representatives, the work or its performance may affect or involve the safety of ARRC's facilities and/or operation of its railroad, the method of doing such work shall first be submitted by the Permittee/Contractor to the Chief Engineer for his/her approval, without which it shall not be commenced or executed. The approval of the Chief Engineer, when given, shall not be considered as a release from responsibility or liability for any damage which ARRC may suffer, or for which it may be liable, as a result of the acts or omissions of the Permittee/Contractor, its subcontractors or employees.
- 2.5 Whenever, in the opinion of the Chief Engineer, the construction may cause a hazard to the safe operation of ARRC, ARRC may, in its discretion, place at the site of the work the required number of qualified employees to protect its operations. The providing of such employees and such other precautions as may be taken shall not relieve the Permittee/Contractor and its subcontractors from liability for the payment of damages caused by their operations. ARRC shall be the sole judge of the necessity for, and as to the number and classification of employees required. The Permittee/Contractor shall reimburse ARRC for the cost and expense incurred in providing such employees.

## SECTION 3. SAFETY REQUIREMENTS

- 3.1 The safety of personnel, property, rail operations, and the public is of paramount importance in the execution of any work on ARRC Property. The Permittee/Contractor shall comply with all Federal, State and local governmental regulations (e.g. OSHA, NESC, etc.) applicable to the construction, installation, or maintenance of any Facility. As reinforcement and in furtherance of overall safety measures to be observed by Permittee/Contractor (and not by way of limitation), the following special safety rules shall be followed while working on ARRC Property. Further railroad safety information may be obtained from the ARRC Safety Office at 907-265-2265. Safety information is also available on the ARRC website at [www.alaskarailroad.com](http://www.alaskarailroad.com).



- 3.2 ARRC flag protection is required before any activity can occur on or near a railroad operating facility such as a track, yard, bridge or shop building. For incidental work, such as surveying or inspection, an ARRC furnished flagman will provide a safety briefing prior to the commencement of the work. For any activity involving a disturbance or potential disturbance to the track, track embankment, or any railroad facility, ARRC may require the Permittee/Contractor to submit a specific Railroad Safety Plan prior to startup. Projects which involve activities which cross the tracks or are longitudinal to the tracks will require a specific Railroad Safety Plan and a one hour ARRC provided training course for Permittee/Contractor's project supervisors prior to the initiation of work on ARRC Property. Specific information on Railroad Safety Plans may be obtained from the ARRC Safety Office at 907-265-2265.
- 3.3 The Permittee/Contractor shall arrange for ARRC flag protection when performing any work within 20 feet of any track. All work within 20 feet of the track shall cease when a train passes and all Permittee/Contractor employees shall maintain a distance of at least 20 feet from the track until the train has safely passed. In addition, any work that could come within 20 feet of the track will cease when a train passes. For example, crane or pile driving activities shall stop when trains pass when the maximum boom and suspended load radius can come within 20 feet of the tracks. Pile driving shall not be done when trains are passing the work site. Vehicles and other construction equipment shall not be operated or parked closer than 20 feet from any track without ARRC flag protection.
- 3.4 In the event Permittee/Contractor will be performing construction or other activities on or in close proximity to a railroad track, the Permittee/Contractor shall be responsible for compliance with applicable Federal Railroad Administration's Roadway Worker Protection ("RWP") regulations (49 CFR 214, Subpart C) if its employees qualify as "Roadway Workers"<sup>1</sup>. Under 49 CFR 214, Subpart C, railroad contractors are responsible for the training of their employees on these regulations. All RWP related Work shall be conducted in strict compliance with the RWP safety standards set forth in 49 CFR 214, Subpart C and the Permittee/Contractor will be required to submit a Railroad Safety Plan to ARRC to demonstrate compliance with said safety standards prior to beginning any RWP related Work.
- 3.5 In the event Permittee/Contractor will be performing construction or other activities on a railroad bridge, the provisions of 49 CFR 214 regarding bridge worker safety shall apply. All bridge related work shall be conducted in strict compliance with the bridge worker safety standards set forth in 49 CFR 214 and the Permittee/Contractor will be required to submit a Railroad Safety Plan to ARRC to demonstrate compliance with said safety standards prior to beginning any bridge related work.

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<sup>1</sup> A Roadway Worker is any employee of a railroad, or of a contractor to a railroad, whose duties include inspection, construction, maintenance, or repair of railroad track, bridges, roadway, signal and communication systems, electric traction systems, roadway facilities, or roadway machinery on or near a track or with the potential of fouling a track.

## SECTION 4. INSURANCE REQUIREMENTS

- 4.1 The Permittee/Contractor shall procure and maintain at all times while performing work on ARRC Property, and be covered by the types of insurance with the minimum limits as specified in Section 4.4.
- 4.2 Each policy specified in Section 4.4 shall be: (1) endorsed to include ARRC as an additional insured with respect to the performance of the work; (2) endorsed whereby the insurance company will notify ARRC of any material change, cancellation, non-renewal or expiration of the insurance policy in writing not less than thirty (30) days prior to the effective date; (3) endorsed with a waiver of subrogation rights in favor of ARRC; and (4) endorsed with the Alaska Suit Endorsement.
- 4.3 Prior to commencement of any work on ARRC Property, the Permittee/Contractor, shall deliver to ARRC certificate(s) of insurance showing evidence of the insurance required in Section 4.4.
- 4.4 Alaska Railroad Corporation Minimum Insurance Requirements.
  - a. Commercial General Liability insurance with limits not less than \$5,000,000 per occurrence and \$10,000,000 aggregate for Bodily Injury and Property Damage, including coverage for Premises and Operations Liability, Products and Completed Operations Liability, Contractual Liability, and Broad Form Property Damage Liability. Coverage shall not contain any exclusions for Explosion, Collapse, Underground, Rail Operations, or Work on Railroad Property.
  - b. Automobile Liability insurance on all owned, non-owned, hired and rented vehicles with limits of liability of not less than \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage per each accident or loss.
  - c. Worker's Compensation insurance in accordance with the statutory coverages required by the State of Alaska and, where applicable, insurance in compliance with any other statutory obligations, whether State or Federal, pertaining to the compensation of injured employees assigned to the Work, including but not limited to Voluntary Compensation, Federal Longshoremen and Harbor Workers Act, and the Federal Employers Liability Act.
  - d. If any part of the work to be performed on ARRC Property is located within fifty feet (50') of a railroad track, then the Permittee/Contractor shall also obtain Railroad Protective Liability insurance (Alaska Railroad Corporation as named insured) with limits of liability of not less than \$5,000,000 Combined Single Limit for Bodily Injury and Property Damage per each accident or loss.

## SECTION 5. NOTICE

- 5.1 A pre-construction meeting shall be held with ARRC's Chief Engineer and representatives of the Permittee/Contractor and subcontractors prior to the commencement of any work on ARRC Property by the Permittee/Contractor or

its subcontractors. Permittee/Contractor should coordinate the pre-construction meeting with the Project Manager identified in the Permit issued for the work.

- 5.2 The Permittee/Contractor shall give written notice to the Chief Engineer not less than ten (10) days in advance of the commencement of any construction, reconstruction or major maintenance activity on ARRC Property, in order that the necessary arrangements may be made for the protection of ARRC's operations. This notice shall include a description of the proposed work on ARRC Property, schedule of work, and the names of any Permittee/Contractor's subcontractor who may also be working on ARRC Property.

## SECTION 6. FLAG PROTECTION AND PROTECTION OF ARRC TRAFFIC

- 6.1 Whenever ARRC flag protection is required, it will be provided by ARRC at Permittee/Contractor's expense. ARRC flag protection is to ensure the safe movement of trains and other rail traffic and shall be done in strict accordance with the ARRC rules on flagging. All flag protection must be scheduled prior to any work commencing within the ARRC right-of-way.
- 6.2 ARRC will, during the progress of the work, utilize as many qualified flag people as in the opinion of the ARRC may be required for the adequate protection of ARRC traffic. All expense for providing such flagpersons shall be paid by the Permittee/Contractor to ARRC.
- 6.3 The Permittee/Contractor shall arrange with ARRC to keep itself informed on the time of arrival of all trains and shall stop any of Permittee/Contractor's operations which might be or cause a hazard to the safe passage of the train past the site of the work from ten (10) minutes before the expected arrival of the train until it has safely passed.
- 6.4 Track outages will only be approved in exceptional cases for limited durations. Prior to a proposed track outage, the Permittee/Contractor shall submit a closure plan to ARRC. The plan will describe the work to be accomplished, the equipment, manpower and other resources required, and the work schedule. Once approved by ARRC, the Permittee/Contractor shall follow the plan. ARRC reserves the right to assume control of the work to reestablish rail service if the schedule is not met. Permittee/Contractor shall bear all costs and damages which may result from failure to meet the closure schedule, in addition to the train delay charges provided for herein.

## SECTION 7. TRAIN DELAYS

- 7.1 All work on ARRC Property shall be conducted in such a manner as to prevent delays to trains or other rail traffic operated by ARRC.
- 7.2 Should any of the Permittee/Contractor's or its subcontractor's actions or activities cause delays to trains or other rail or water traffic, the agreed amount of liquidated damages shall be at the following rates and shall be collected from the Permittee/Contractor by ARRC.

Passenger trains each: \$50 per minute of delay, 60-minute minimum charge.

All other rail traffic:	\$50 per minute for each delay over five minutes, 30-minute minimum charge.
Rail barges, or other	No charge for delays of one hour or less; \$1,000 per hour
Connecting Carrier Vessels:	for each hour or any part of an hour thereafter with a minimum charge of \$6,000.

- 7.3 Delay time will be taken from the train sheet in ARRC's Dispatcher's Office, Anchorage for all delays and such train sheet shall be the official document by which the length of time a train is delayed will be determined. If another crew is needed to relieve the original crew, the charge shall also apply to the second crew. If such delay causes a water carrier to miss a sailing, the liquidated damage computation of time covering the period of time to the next possible sailing time shall be in addition to the length of time determined by said train sheet.

## SECTION 8. PROTECTION OF COMMUNICATION LINES & FIBER OPTIC CABLE

- 8.1 All work on ARRC Property shall be conducted in such a manner as to protect ARRC's communication facilities at all times from outages resulting directly or indirectly from the Permittee/Contractor's or its subcontractor's operations.
- 8.2 Should any of the Permittee/Contractor or its subcontractor's operations cause outages to said communications facilities, the agreed amount of liquidated damages shall be at the following rates and shall be collected from the Permittee/Contractor:
- |                                   |                               |
|-----------------------------------|-------------------------------|
| Open wire communication circuits: | \$1.00 per minute per circuit |
| Communication cable:              | \$1.00 per minute per cable   |
- 8.3 A minimum charge of \$250.00 will be made for each outage plus the total repair costs. The outage time shall be that as established by ARRC's Test Board, Anchorage.
- 8.4 There shall be no equipment operated or excavation made within fifteen (15) feet of any ARRC communication pole guy, anchor, or other communications apparatus unless authorized in advance by the Telecommunications Supervisor.
- 8.5 Fiber optic cable systems are buried on ARRC's ROW Property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Contractor shall telephone the telecommunications company(ies) involved, arrange for a cable locator, and make arrangements for relocation or other protection of the fiber optic cable prior to beginning any work on ARRC's Property.

## SECTION 9. ROAD CROSSINGS

- 9.1 Whenever automatic railroad crossing signals are in the work area, these signals must remain in operating condition at all times. If, as a result of the Permittee/Contractor's or subcontractor's activities the signals become

inoperable, the crossing shall be continuously flag protected until the signals are again operable. See Section 6 for flagging specifications.

- 9.2 When regular railroad crossings are used as haul routes inside or outside the work area, flagpersons shall be provided by the Permittee/Contractor for said crossings in all situations at the discretion of the ARRC.
- 9.3 Temporary road crossings may be installed provided the Permittee/Contractor has acquired from ARRC a temporary road crossing permit for said crossing. If the crossing is not shown on the project plans as approved by ARRC, then it will be at ARRC's sole discretion whether to allow a later-requested crossing.
- 9.4 The temporary road crossing shall be constructed to the length and the standards specified in the temporary road crossing permit. All protective signs required by ARRC shall be provided and properly maintained by the Permittee/Contractor. The temporary road crossing shall be installed under ARRC flag protection in accordance with Section 6 of these specifications.
- 9.5 The flange ways of all road crossings used by the Permittee/Contractor or its subcontractor as haul routes or temporary road crossings shall be kept clean and free of gravel at all times and shall otherwise be maintained to the satisfaction of the Chief Engineer.
- 9.6 When a temporary road crossing is in use, ARRC flag protection shall be provided at all times. See Section 6 for specifications.
- 9.7 When a temporary or private road crossing is not in use, the Permittee/Contractor shall provide suitable barricades (gates with padlocks, posts driven into the ground, etc.) to prevent vehicular access to the crossing.
- 9.8 When not in use during the winter season, the temporary road crossing shall be removed. Upon completion of the work or termination of the crossing permit, the temporary crossing shall be removed and the area restored to its original condition.
- 9.9 The Permittee/Contractor agrees that all others using the private road crossing, except ARRC and its employees, shall be considered agents of the Permittee/Contractor.
- 9.10 Sight Triangles at road crossings shall be maintained by Permittee/Contractor free of vegetation and other obstructions to vision in accordance with the table entitled "Sight Triangle Distance" and as otherwise established and revised from time to time by ARRC. The Sight Triangle Distance table can be provided upon request.
- 9.11 Temporary public road crossings must be included in a traffic control plan submitted by the Permittee/Contractor to Alaska Department of Transportation (ADOT) for review and approval prior to constructing the crossing.

## SECTION 10. POWER AND COMMUNICATION LINES

- 10.1 All power and communication lines shall be designed and constructed in accordance with the current edition of the National Electric Safety Code (NESC).

- 10.2 Underground power and communication lines shall be installed in accordance with Section 11 of these specifications. Whenever an underground power or communication line crosses underneath a track, a casing pipe shall be installed for carrying such lines.
- 10.3 The minimum clearance above the top of rail of ARRC track shall be in accordance with the handbook referenced in Section 11.1, plus six (6) inches to allow for future grade raises.
- 10.4 The minimum clearance above ARRC communication lines shall be in accordance with the handbook referenced in Section 11.1.
- 10.5 Additional lines may not be added, or the characteristics of the line(s) changed without the prior written approval of ARRC's Director, Real Estate or Chief Engineer.
- 10.6 Wires shall be strung across ARRC tracks only when ARRC flag protection is provided in accordance with Section 6 of these specifications.
- 10.7 No wires shall be strung across ARRC's communications lines without first receiving prior written approval from ARRC's Telecommunication Supervisor, and such work must be accomplished only at a time and in a manner prescribed by said Telecommunication Supervisor.

#### SECTION 11. UNDERGROUND UTILITIES

- 11.1 All underground utilities, including culverts, pipelines, and underground power and communication lines, on ARRC Property shall conform to the current American Railway Engineering and Maintenance-of-way Association (AREMA) Manual for Railway Engineering.
- 11.2 Unless another method is authorized in advance and in writing by the Chief Engineer, all underground utilities shall be installed under tracks and roads by boring, jacking or tunneling.
- 11.3 Boring, jacking or tunneling shall be done under ARRC tracks only when ARRC flag protection is provided in accordance with Section 6 of these specifications.
- 11.4 The proposed plan for boring, jacking or tunneling shall be approved by the Chief Engineer prior to commencing the operation.
- 11.5 All boring, jacking or tunneling headings shall be continuously protected against any loss of ground material by shoring and/or cribbing as necessary.

#### SECTION 12. OPEN TRENCHING

- 12.1 Only when authorized in advance and in writing by ARRC shall any portion of the track be removed to allow trenching for installation of the Facility.
- 12.2 If allowed to open trench, the track may be removed from service only at the time authorized by the Chief Engineer and shall be restored to service within the time period specified by the Chief Engineer. Should the track not be restored to service within the time period specified, the agreed amount of liquidated damages shall be at the rate specified in the written authorization allowing the

open trenching or the liquidated damages in accordance with Section 7 of these specifications, whichever is greater, and shall be collected from the Permittee/Contractor.

- 12.3 All track work shall be accomplished by qualified track persons.
- 12.4 Only that portion of the track structure necessary to excavate, stockpile and install the Facility shall be removed. All track material removed shall be handled, stockpiled and relayed in a manner to avoid damage. Any material which may be damaged shall be replaced by the Permittee/Contractor at its own expense.
- 12.5 The backfill of the trench under the track and in the road bed prism shall be of the same type of material as taken out, except the top 2 feet shall be clean pit run gravel. Backfilling and compaction shall be in one-foot lifts with a compaction of 95% of maximum density in the area affecting the roadbed prism.
- 12.6 The ballast used in replacing the track shall be equal in depth and quality as that which was removed. The track shall be relayed and brought to original grade in accordance with standard ARRC practices. The track shall be resurfaced as often as necessary for a period of 12 months after completion of construction to remove any settlement that may have occurred.

#### SECTION 13. EXCAVATIONS

- 13.1 Unless authorized in advance and in writing by ARRC, the top of any excavation shall not be within 20 feet of the centerline of any track; nor shall any excavation exceed ten (10) feet in depth regardless of its proximity to track.
- 13.2 No water shall be allowed to stand in open excavations in the track area.
- 13.3 Bridging and shoring shall be adequate to safely carry ARRC traffic and the decision of the Chief Engineer pertaining to same shall be final.
- 13.4 All open excavations shall be continuously protected by flags, flares, barricades or watchpersons, as directed by ARRC.
- 13.5 No excavation shall be left open more than three days, unless authorized by the Chief Engineer.
- 13.6 ARRC embankments and cut slopes shall not be disturbed any more than necessary to accommodate the construction and shall be left in a stabilized condition.
- 13.7 ARRC ditches, culverts and roadways shall be kept clean and free of rock, gravel, construction debris and equipment at all times.

#### SECTION 14. ARRC INSPECTIONS

- 14.1 ARRC may furnish an inspector during the periods of construction on ARRC Property. The ARRC inspector will inspect the removal and replacement of tracks, excavation, backfill, necessary bridging for tracks, shoring, flagging, lighting, clearances, etc., when necessary. The ARRC inspector will work directly with the representative of the Permittee /Contractor and the decision of the ARRC inspector in matters pertaining to ARRC operations and safety shall be

final. In the event more than one shift is worked, an ARRC inspector will be required for each shift. Presence or absence of an ARRC inspector shall not relieve the Permittee /Contractor of liability for damage done to property of ARRC, or the property of ARRC lessees or permittees having installations on ARRC Property. All ARRC cost and expense for furnishing said inspector(s) shall be collected from the Permittee /Contractor.

#### SECTION 15. USE OF EXPLOSIVES

- 15.1 The use of explosives shall be done in compliance with all applicable Federal, State and local laws and ordinances regarding same.
- 15.2 No blasting of any kind will be permitted unless the Permittee/Contractor thoroughly safeguards the movement of trains and other rail traffic and personnel in the area where such blasting is being conducted. Before blasting, ARRC flag protection in accordance with Section 6 of these specifications shall be provided on each side of the blast area by the Permittee/Contractor. This flag protection shall not be removed until the track is inspected for damage from the blast.

#### SECTION 16. SNOW REMOVAL

- 16.1 Snow removal operations shall be conducted in such a manner as to not place snow (1) upon the tracks of ARRC; (2) where it interferes with the normal operation of the automatic crossing signals; or (3) where it impairs the visibility of either highway or rail traffic at the crossing.
- 16.2 Snow removal operations shall be conducted in accordance with Section 3 of these specifications.

#### SECTION 17. CLEAN-UP

- 17.1 At all times, all work and activities on ARRC Property shall be accomplished in such a manner as to keep the ARRC Property in a neat, orderly and safe condition satisfactory to ARRC.
- 17.2 Upon completion of Permittee/Contractor's work, all equipment and unused materials shall be removed and the ARRC Property shall be left in a neat and clean condition satisfactory to ARRC.
- 17.3 Should the Permittee/Contractor or its subcontractor fail to comply with Section 17.1 and 17.2 above, ARRC may perform the required clean-up. All ARRC costs and expenses for performing this work shall be collected from the Permittee /Contractor.

#### SECTION 18. RECORD DRAWINGS

- 18.1 Contractor shall provide record drawings (as-builts) of the Project to ARRC promptly upon completion of construction. In addition to record drawings, ARRC may, in its reasonable discretion, require Contractor to provide GPS data or other locational information regarding the completed Project and Contractor agrees to provide such data or information upon ARRC's request. The required method of submittal of record drawings is one hard copy for the ARRC file, to be mailed to



the ARRC Real Estate Department, and one digital copy in AutoCAD, which can be emailed to ARRC Land Services at [landservices@akrr.com](mailto:landservices@akrr.com).

## SECTION 19. INDEMNITY

- 19.1 To the extent not prohibited by applicable statute, Contractor shall indemnify, defend and hold harmless ARRC, its affiliates, and its and their officers, agents and employees (individually an "Indemnified Party" or collectively "Indemnified Parties") from and against any and all loss, damage, injury, death, liability, claim, demand, cost or expense (including, without limitation, attorney's, consultant's and expert's fees, and court costs), fine or penalty (collectively, "Loss") incurred by any person (including, without limitation, any Indemnified Party, Contractor, or any employee of Contractor or of any Indemnified Party) arising out of or in any manner connected with (i) any work performed by Contractor, or (ii) any act or omission of Contractor, its officers, agents or employees, or (iii) any breach of this Agreement by Contractor.
- 19.2 The right to indemnity under this Section 18 shall accrue upon occurrence of the event giving rise to the Loss, and shall apply regardless of any negligence or strict liability of any Indemnified Party, except where the Loss is caused by the sole active negligence of an Indemnified Party as established by the final judgment of a court of competent jurisdiction. The sole active negligence of any Indemnified Party shall not bar the recovery of any other Indemnified Party.
- 19.3 Contractor expressly and specifically assumes potential liability under this Section 18 for claims or actions brought by Contractor's own employees. Contractor waives any immunity it may have under worker's compensation or industrial insurance acts to indemnify the Indemnified Parties under this Section 18.
- 19.4 No court or jury findings in any employee's suit pursuant to any worker's compensation act or the Federal Employers' Liability Act against Contractor may be relied upon or used by Contractor in any attempt to assert liability against any Indemnified Party.
- 19.5 The provisions of this Section 18 shall survive the completion of any work performed by Contractor. In no event shall this Section 18 or any other provision herein be deemed to limit any liability Contractor may have to any Indemnified Party by statute or under common law.



**MUNICIPALITY OF ANCHORAGE  
TRAFFIC ENGINEERING DEPARTMENT**

**2024 ANCHORAGE STRIPING RAILROAD CROSSINGS**

**22-27**

**V**

**EQUAL EMPLOYMENT OPPORTUNITY SPECIAL PROVISIONS**



# **CONTRACT COMPLIANCE SPECIFICATIONS**

## **EQUAL EMPLOYMENT OPPORTUNITY**

### **SPECIAL PROVISIONS**

Every municipal contract shall include language substantially the same as the following: The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, marital status, or physical or mental disability. The contract will comply with all laws concerning the prohibition of discrimination including, but not limited to, Title 5 and Title 7 of the Anchorage Municipal Code.

Every municipal contract shall state, in all solicitations or advertisements for employees to work under the contract, that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, marital status, or physical or mental disability.



**MUNICIPALITY OF ANCHORAGE  
TRAFFIC ENGINEERING DEPARTMENT**

**2024 ANCHORAGE STRIPING RAILROAD CROSSINGS**

**22-27**

**VI**

**MINIMUM RATES OF PAY**





## Laborers' & Mechanics' Minimum Rates of Pay

Title 36. Public Contracts AS 36.05 & AS 36.10 Wage & Hour Administration Pamphlet No. 600 (Pamphlet 600) is hereby incorporated in its entirety. Pamphlet 600 is available for free download at <http://labor.state.ak.us/lss/pamp600.htm>.

The Municipality of Anchorage will include a paper copy of the wage rates in the signed Contract.



**MUNICIPALITY OF ANCHORAGE  
TRAFFIC ENGINEERING DEPARTMENT**

**2024 ANCHORAGE STRIPING RAILROAD CROSSINGS**

**22-27**

**VII**

**CONTRACT**



# CONTRACT

Invitation to Bid No. **2024C** \_\_\_\_\_

Contract No. **C-2024** \_\_\_\_\_

NAME AND ADDRESS OF CONTRACTOR:

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

Check appropriate box:

Incorporated in the State of

MUNICIPALITY OF ANCHORAGE, acting through \_\_\_\_\_ (hereinafter the Owner).

Contract for \_\_\_\_\_

**BID SCHEDULES**

**ITEMS**

**PLAN SHEET  
FILE NUMBERS**

**AMOUNT**

\$ \_\_\_\_\_

Total Amount : \$ \_\_\_\_\_

THIS CONTRACT, entered into by the MUNICIPALITY OF ANCHORAGE, ALASKA, acting through the Owner named above, and the individual, partnership, or corporation named above, hereinafter called the Contractor, WITNESSETH that the parties hereto do mutually agree as follows:

Statement of Work: The Contractor shall furnish all labor, equipment and materials and perform the Work above described, for the amount stated, in strict accordance with the Contract Documents.

## CONTRACT DOCUMENTS

- I. This CONTRACT consisting of 4 pages.
- II. The Bid Proposal Section \_\_\_ consisting of \_\_\_ pages numbered as \_\_\_, **as contained in ITB 2024C\_\_\_\_\_.**
- III. The Contract Performance and Payment Bond \_\_\_\_\_.
- IV. The Contractor's Certificate of Insurance Dated \_\_\_\_\_.
- V. Municipality of Anchorage Standard Specifications dated 2015 (MASS) Incorporated by Reference, **as contained in ITB 2024C\_\_\_\_\_.**
- VI. Specifications consisting of the following:  
Supplemental Provisions Section \_\_\_\_\_ consisting of \_\_\_\_\_ pages, with attachments Exhibit A through F, **as contained in ITB 2024C\_\_\_\_\_.**
- VII. Equal Opportunity Special Provisions and Forms Section \_\_\_\_\_ consisting of \_\_\_\_\_ pages, **as contained in ITB 2024C\_\_\_\_\_.**
- VIII. Disadvantaged/Women-Owned Business Enterprise (DBE/WBE) Specification Section \_\_\_\_\_ consisting of \_\_\_\_\_ pages, **as contained in ITB 2024C\_\_\_\_\_.**
- IX. The Laborers' and Mechanics' Minimum Rates of Pay dated September 1, 2015 Section \_\_\_\_\_ consisting of \_\_\_\_\_ pages, **as contained in ITB 2024C\_\_\_\_\_.**
- X. Submittal List Section \_\_\_\_\_ consisting of \_\_\_\_\_ page, **as contained in ITB 2024C\_\_\_\_\_.**
- XI. The Drawings consisting of \_\_\_\_\_ sheets numbered \_\_\_\_\_, **as contained in ITB 2024C\_\_\_\_\_.**

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the Contract Date entered below.

MUNICIPALITY OF ANCHORAGE, ALASKA

VENDOR \_\_\_\_\_

BY \_\_\_\_\_  
Signature

BY \_\_\_\_\_  
Signature

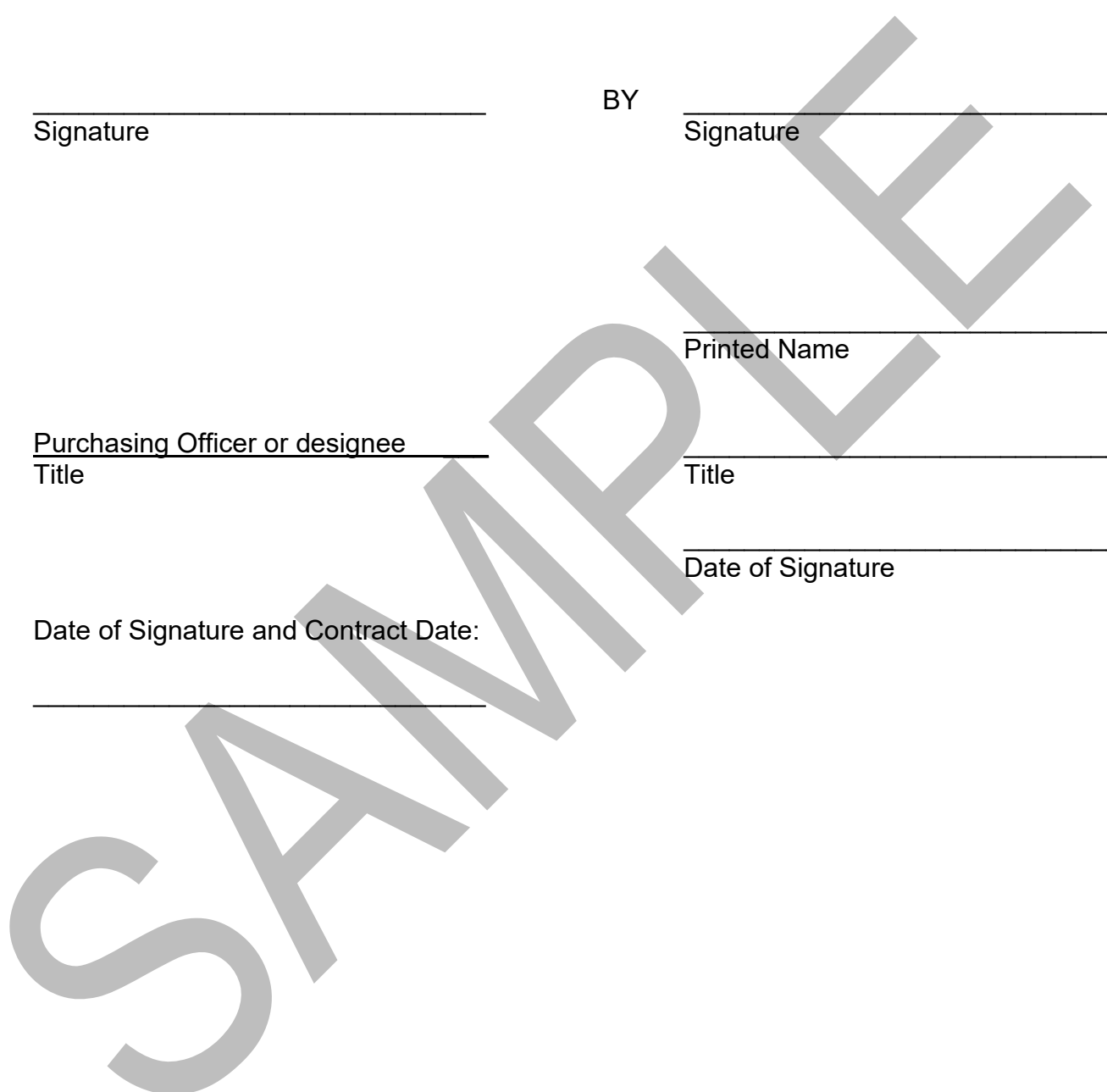
\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Purchasing Officer or designee  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date of Signature

Date of Signature and Contract Date:  
\_\_\_\_\_



**CONTRACT AND PERFORMANCE AND PAYMENT  
BOND SIGNATURE INSTRUCTIONS**

1. The full name and business of the Contractor shall be inserted on Page 1 of the Contract and on the Performance and Payment Bond, hereinafter the Bond.
2. Two copies of the Contract and the Bond shall be manually signed by the Contractor. If the Contractor is a partnership or joint venture, all partners or joint ventures shall sign the Contract and the Bond except that one partner or one joint venturer may sign for the partnership or joint venture when all other partners or joint venturers have executed a Power-of-Attorney authorizing one partner or joint venturer to sign. The Power-of-Attorney shall accompany the executed contract and the Bond.
3. If the Contractor is a corporation, the President of the corporation shall execute the Contract and the Bond unless a Power-of-Attorney or corporate resolution shall accompany the executed Contract and Bond.
4. The Bond shall be returned to the Purchasing Division undated. The Contract Date shall be inserted on the Contract when the Municipality signs the Contract and the Bond shall be dated the same as the Contract Date.



**MUNICIPALITY OF ANCHORAGE  
TRAFFIC ENGINEERING DEPARTMENT**

**2024 ANCHORAGE STRIPING RAILROAD CROSSINGS**

**22-27**

**VIII**

**CONTRACT PERFORMANCE AND PAYMENT BOND**



## CONTRACT PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, That we \_\_\_\_\_  
\_\_\_\_\_ of \_\_\_\_\_  
as Principal, and \_\_\_\_\_  
a corporation organized under the laws of the \_\_\_\_\_  
\_\_\_\_\_ and authorized to transact surety business in  
the State of Alaska, of \_\_\_\_\_  
as Surety, are held and firmly bound unto the MUNICIPALITY OF ANCHORAGE, as Oblige, in  
the full and just sum of \_\_\_\_\_  
(\$ \_\_\_\_\_) Dollars, lawful money of the UNITED STATES,  
for the payment which, well and truly to be made, we bind ourselves, our heirs, executors,  
administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION IS SUCH, that whereas the principal has entered into  
a certain contract dated the \_\_\_\_\_ date of \_\_\_\_\_  
20\_\_\_\_\_, with the Oblige for the construction of \_\_\_\_\_  
\_\_\_\_\_

which contract is hereby referred to and made a part hereof as fully and to the same extent as if  
copied at length herein.

NOW THEREFORE, if the Principal shall well and truly perform and fulfill all the undertakings,  
covenants, terms, conditions, and agreements of said contract, and shall promptly make  
payments to all persons supplying labor and material in the prosecution of the work provided for  
in said contract, during the original term of said contract and any extensions or modifications  
thereof that may be granted by the Municipality, with or without notice to the Surety, then this  
obligation to be void; otherwise to remain in full force and effect.

This obligation is made for the use of said Oblige and also for use and benefit of all persons who  
may perform any work or labor or furnish any material in the execution of said Contract and may  
be sued on thereby in the name of said Oblige.

The said Surety, for the value received, hereby stipulates and agrees that no change, extension  
of time, alteration or addition to the terms of the contract or to the work to be performed  
thereunder or the specifications accompanying the same, shall in anywise affect its obligations on  
this bond, and it does hereby waive notice of any such change, extension of time, alteration or  
addition to the terms of the contract or to the work or to the specifications.

Whenever Principal shall be, and declared by Obligee to be in default under the Contract the Obligee having performed Obligee's obligations thereunder, the Surety may promptly remedy the default or shall promptly:

1. Complete the Contract in accordance with its terms and conditions, or
2. Obtain a bid or bids for submission to Obligee for completing the Contract in accordance with its terms and conditions and upon determination by Surety of the lowest responsible bidder, or, if the Obligee elects, upon determination by Obligee and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Obligee and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price but not exceeding, including other costs and damages for which the Surety may be liable hereunder the amount set forth in the first paragraph hereof. The term "balance of the contract price" as used in this paragraph, shall mean the total amount payable by Obligee to Principal under the Contract and any amendments thereto, less the amount properly paid by Obligee to Principal.

IN TESTIMONY WHEREOF, the parties hereunto have caused the execution hereof in \_\_\_\_\_ original counterparts as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

WITNESS AS TO PRINCIPAL:

\_\_\_\_\_

(AFFIX CORPORATE SEAL)

\_\_\_\_\_

Principal Name

\_\_\_\_\_

Principal Signature

\_\_\_\_\_

Corporate Surety

\_\_\_\_\_

Surety Business Address

BY: \_\_\_\_\_

(Attorney-In-Fact)

(AFFIX SURETY SEAL)

**MUNICIPALITY OF ANCHORAGE  
TRAFFIC ENGINEERING DEPARTMENT**

**2024 ANCHORAGE STRIPING RAILROAD CROSSINGS**

**22-27**

**IX**

**CERTIFICATE OF INSURANCE**





## INSURANCE

By submitting a bid, the bidder agrees, if they are the successful bidder, to obtain and maintain the insurance required by this section. The bidder also agrees to provide the Municipality a copy of their Certificate of Liability Insurance prior to signing the contract and prior to commencement of any work under this contract.

**GENERAL:** The Contractor will not allow any subcontractor to commence work until the subcontractor has obtained insurance as listed in this section. The contractor and each subcontractor shall maintain this insurance throughout the life of this contract, including any maintenance and/or guarantee/warranty period. The contractor shall obtain separate insurance certificates for each contract.

**ADDITIONAL INSURED:** The Municipality of Anchorage shall be listed as an additional insured on all General and Auto Liability policies required by this contract. All policies shall contain a waiver of subrogation against the Municipality, except Professional Liability. All policies shall remain in effect during the life of the contract. The Contractors insurance certificate shall also indicate the Municipality of Anchorage as a certificate holder of the policy.

**WORKERS COMPENSATION:** The Contractor shall purchase and maintain during the life of this contract, workers compensation insurance for all employees who will work on this project and, if any work is sublet, the Contractor shall require the subcontractor similarly to provide such insurance. Employers' Liability with a minimum limit of \$500,000 shall be maintained and Workers Compensation with minimum limits as required by Alaska State Workers Compensation Statutes. The policy shall contain a waiver of subrogation against the Municipality.

**NOTICE TO "OUT-OF-STATE" CONTRACTORS WORKING IN ALASKA:** The Contractor shall provide evidence of Workers Compensation insurance, either State of Alaska Workers Compensation coverage or an endorsement to the Contractor's home state Workers Compensation policy, evidencing coverage for "other states" including Alaska, prior to execution of a contract or, if approved, before commencement of contract performance in Alaska.

**GENERAL LIABILITY:** The Contractor shall purchase and maintain, in force, during the life of this contract such general liability insurance as shall protect the Owner and the Contractor against losses which may result from claims for damages for bodily injury, including accidental death, as well as from claims for property damages which may arise from any operations under this contract whether such operations be those of the Contractor, a subcontractor or anyone directly or indirectly employed by either of them.

<b><u>Commercial General Liability</u></b>	<b><u>Minimum Limits</u></b>
Products/Completed Operations	\$2,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000
Medical Payments	\$5,000
<b><u>Commercial Auto Liability</u></b>	<b><u>Minimum Limits</u></b>
Combined single limit (Bodily Injury and Property Damage)	\$1,000,000
Including all owned, hired, and non-owned	
<b><u>Workers Compensation and Employers Liability</u></b>	<b><u>Minimum Limits</u></b>
Per Alaska statute	\$500,000
<b><u>Errors and Omissions</u></b>	<b><u>Minimum Limits</u></b>
Professional Liability (Not required unless limits appear in space provided)	
<b><u>Umbrella Liability</u></b>	<b><u>Minimum Limits</u></b>
(Not required unless limits appear in space provided)	
\$ _____ S.I.R.	

Each insurance policy required by this section shall require the insurer to give advance notice to the MOA/Contract Administrator prior to the cancellation of the policy. IF the insurer does not notify the MOA upon policy cancellation, it shall be the Contractor's responsibility to notify the MOA of such cancellation.



## **COMPLIANCE WITH LAWS**

The Contractor shall observe and abide by all applicable laws, regulations, ordinances and other rules of the State of Alaska and/or any political subdivisions thereof, or any other duly constituted public authority wherein work is done or services performed, and further agrees to indemnify and save the Municipality of Anchorage harmless from any and all liability or penalty which may be imposed or asserted by reason of the Contractor's failure or alleged failure to observe and abide thereby.

(Remainder of Page Initially left Blank)



**MUNICIPALITY OF ANCHORAGE  
TRAFFIC ENGINEERING DEPARTMENT**

**2024 ANCHORAGE STRIPING RAILROAD CROSSINGS**

**22-27**

**X**

**BID BOND**



**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, \_\_\_\_\_  
as Principal, and \_\_\_\_\_ a  
corporation organized under the laws of the \_\_\_\_\_ and  
authorized to transact surety business in the State of Alaska, of \_\_\_\_\_  
\_\_\_\_\_ as Surety, are held and firmly bound unto the MUNICIPALITY OF  
ANCHORAGE, as Obligee, in the full and just sum of \_\_\_\_\_  
\_\_\_\_\_ (\$ \_\_\_\_\_) Dollars, lawful  
money of the UNITED STATES, for the payment of which sum, well and truly to be made, we bind  
ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly  
by the presents.

WHEREAS, the said Principle is herewith submitting its proposal for \_\_\_\_\_  
\_\_\_\_\_.

The condition of this obligation is such that if the aforesaid Principal will, within the time required enter  
into a formal contract and give a good and sufficient bond to secure the performance of the terms and  
conditions of the contract, then this Obligation to be void; otherwise the Principal and Surety will pay  
unto to the Obligee the amount stated above.

Signed, sealed, and delivered \_\_\_\_\_, 20\_\_\_\_\_.

WITNESS AS TO PRINCIPAL:

\_\_\_\_\_

(AFFIX CORPORATE SEAL)

\_\_\_\_\_  
Contractor Name

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Corporate Surety

\_\_\_\_\_

\_\_\_\_\_  
Surety Business Address

BY: \_\_\_\_\_  
(Attorney-In-Fact)

(AFFIX SURETY SEAL)



**MUNICIPALITY OF ANCHORAGE  
TRAFFIC ENGINEERING DEPARTMENT**

**2024 ANCHORAGE STRIPING RAILROAD CROSSINGS**

**22-27**

**XI**

**BIDDER'S CHECKLIST & RESPONSIBLE BIDDER QUESTIONNAIRE**





## **BIDDER'S CHECKLIST** **INSTRUCTION TO BIDDER**

### **I. GENERAL:**

Bidders are advised that notwithstanding any instructions or implications elsewhere in this Invitation to Bid only the documents shown and detailed on this sheet need be submitted with and made part of their bid. Other documents may be required to be submitted after bid time, but prior to award. Bidders are hereby advised that failure to submit the documents shown and detailed on this sheet shall be justification for rendering the bid nonresponsive. Evaluation of bids for responsiveness shall be accomplished in accordance with Anchorage Municipal Code, Title 7.

### **II. REQUIRED DOCUMENTS FOR BID**

**NOTE:** "Only the following listed items as marked with an "X" are required to be completely filled out and submitted with the bid."

- Bid Proposal consisting of three (3) pages numbered BP- 1 of 3 through BP- 3 of 3. Bid Proposal Page 2 **must be manually signed.**
- Erasures or other changes made to the Bid Proposal Sheet must be initialed by the person signing the bid.
- Bid Bond, certified check, cashier's check, money order or cash shall be submitted with the bid in the amount indicated.
- All Addenda issued shall be acknowledged in the space provided on the Bid Proposal sheet or by manually signing the Addenda sheet and submitting it prior to the bid opening in accordance with Anchorage Municipal Code 7.20.020C.
- Certificate of Insurance (COI) **MUST** be submitted with the bid.
- A copy of your Business License **MUST** be submitted with bid.
- A copy of your SAM report **(If available)** should be submitted with bid.
- Your SAP vendor number **(If available)** should be submitted with bid.
- In accordance with AO No. 2019-130 (S), Anchorage Municipal Code 7.20.030 and 7.20.070, Contractor Questionnaire consisting of three (3) Pages, Prime Contractor Form Filled out by Prime Contractor **and** all known subcontractors.

**NOTICE:** As of December 3, 2019, there are new requirements for determining contractor responsibility. Please review AO NO. 2019-130 (S), AMC 7.20.030 and 7.20.070, and the attached Contractor Questionnaire before submitting a bid.

### **III. REQUIRED DOCUMENTS AFTER BID OPENING**

The following documents are required within five (5) working days of notification by the Purchasing Office. Failure, in whole or in part, to submit the documents required below shall be grounds to determine the Bidder as non-responsible.



**MUNICIPALITY OF ANCHORAGE  
TRAFFIC ENGINEERING DEPARTMENT**

**2024 ANCHORAGE STRIPING RAILROAD CROSSINGS**

**22-27**

**XII**

**BID PROPOSAL**



BID PROPOSAL  
(CERTIFICATION)

TO: MUNICIPALITY OF ANCHORAGE \_\_\_\_\_, 2024  
PURCHASING DEPARTMENT  
632 W. 6TH AVENUE, SUITE 520  
ANCHORAGE, ALASKA 99501

**SUBJECT: Invitation to Bid No. 2024C022**

**PROJECT TITLE: 2024 ANCHORAGE STRIPING RAILROAD CROSSINGS**

Pursuant to and in compliance with subject Invitation to Bid, and other bid documents relating thereto, the bidder hereby proposes to furnish all labor and materials and to perform all work for the construction of the above referenced project in strict accordance with the bid documents at the prices established in the Bid Proposal, page **BP- 1 of 3 through BP- 3 of 3** submitted herewith.

The bidder agrees, if awarded the contract, to commence and complete the work within the time specified in the bid documents.

**Basic Bid: Schedule A, Total:** \$ \_\_\_\_\_

The bidder acknowledges receipt of the following addenda:

Addenda No. _____	Addenda No. _____
Addenda No. _____	Addenda No. _____
Addenda No. _____	Addenda No. _____

Enclosed is a Bid Bond in the amount of \_\_\_\_\_.  
(Dollar Amount or Percentage of Bid)

Type of Business Organization

The bidder, by checking the applicable box, represents that it operates as ( ) a corporation incorporated under the laws of the State of \_\_\_\_\_, ( ) an individual, ( ) an LLC, ( ) a partnership, ( ) a nonprofit organization, or ( ) a joint venture. If a partnership or joint venture, identify all parties on a separate page.

**Is this project Federally Funded?**

Yes   
No

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

BID PROPOSAL  
(CERTIFICATION)  
Continued

**SUBJECT: Invitation to Bid No. 2024C022**

**PROJECT TITLE: 2024 Anchorage Striping Railroad Crossings**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Alaska Contractor's License Number

\_\_\_\_\_  
Company Name (Printed)

\_\_\_\_\_  
Employer's Tax Identification Number

\_\_\_\_\_  
Authorized Representative Signature

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Company **Mailing** Address

\_\_\_\_\_  
Company Phone Number

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

\_\_\_\_\_  
Company Fax Number

\_\_\_\_\_  
Company **Physical** Address  
(if different from mailing address)

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

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

**MUNICIPALITY OF ANCHORAGE  
TRAFFIC ENGINEERING DEPARTMENT  
2024 ANCHORAGE STRIPING RAILROAD MARKINGS  
22-27**

**Schedule A:**

ITEM NO.	SPEC. NO.	WORK DESCRIPTION	EST QTY	UNIT BID PRICE	TOTAL BID PRICE
A-1	20.02	Storm Water Pollution Prevention Plan (Type 1) per LS	1		
A-2	20.11	Grade Existing Surfaces per LF	125		
A-3	40.11 95.04	Remove and Replace Asphalt Surfacing (Class E) per SY	420		
A-4	65.02	Construction Survey Measurement per LS	1		
A-5	70.10	Traffic Markings (4" White) per LF	105		
A-6	70.11	Traffic Markings (4" Yellow) per LF	205		
A-7	70.10	Inlaid Traffic Markings (Methylemethacrylate, 4" White, 125 mil) per LF	15		
A-8	70.10	Inlaid Traffic Markings (Methylemethacrylate, 16" White, 250 mil) per LF	650		
A-9	70.10	Inlaid Traffic Markings (Methylemethacrylate, 24" White, 250 mil) per LF	780		
A-10	70.10	Inlaid Traffic Markings (Methylemethacrylate, Symbols, 250 mil) per EA	15		
A-11	70.12 95.04	Traffic Maintenance per LS	1		

TOTAL Schedule A: \_\_\_\_\_





**MUNICIPALITY OF ANCHORAGE  
TRAFFIC ENGINEERING DEPARTMENT**

**2024 ANCHORAGE STRIPING RAILROAD CROSSINGS**

**22-27**

**XIII**

**PLANS (8 SHEETS)**

Sheet 1	Title Sheet
Sheet 2	General Notes, Index, Legend Details, and Abbreviations
Sheet 3	Striping Plan E. Whitney Rd – Crossing No. 1
Sheet 4	Striping Plan N. Ingra St – Crossing No. 2
Sheet 5	Striping Plan Cordova St, C St – Crossing No. 3, 4
Sheet 6	Striping Plan Ocean Dock Rd – Crossing No. 5
Sheet 7	Striping Plan Ocean Dock Rd – Crossing No. 6
Sheet 8	Striping Plan Ocean Dock Rd – Crossing No. 7