# **ALASKA RAILROAD CORPORATION**



## **EXEMPT RATE MEMORANDUM NO. 2-AB**

(Cancels Exempt Rate Memorandum No. 2-AA)

LOCAL CHARGES AND PROVISIONS

FOR TRANSPORTATION OF FREIGHT, ALL KINDS (Except as Noted) IN TOFC/COFC SERVICE BETWEEN RAMP FACILITIES AT STATIONS SERVED BY ALASKA RAILROAD CORPORATION IN ALASKA

## SUBJECT TO CHANGE WITHOUT NOTICE

ISSUED: December 10, 2018

EFFECTIVE: January 1, 2019

**ISSUED BY:** 

Dale Wade Vice President, Marketing and Customer Service 327 W. Ship Creek Ave. Anchorage, AK 99501

RULES AND REGULATIONS - GENERAL	RULES AND CHARGES				
ITEM 5	ITEM 110				
METHOD OF CANCELLING ITEMS	GENERAL APPLICATION				
As this memorandum is supplemented, numbered items with letter suffixes cancel correspondingly numbered items in the original tariff or in a prior supplement. Letter suffixes will be used in alphabetical sequences starting with A. Example: Item 100-A cancels Item 100 and Item 200-B cancels Item 200-A in a prior supplement which in turn cancelled Item 200.	<ul> <li>The rules and charges in this memorandum apply to rail trailer-on-flatcar/container-on-flatcar (TOFC/COFC) transportation by rail of (See Exception):</li> <li>A. Freight-laden highway trucks, freight-laden trailers or freight-laden semi-trailers.</li> <li>B. The freight-laden container portion of highway truck, trailer, or semi trailer having a demountable chassis.</li> </ul>				
ITEM 100	C. Freight-laden multi-modal vehicle designed to operate				
EXPLANATION FOR USE	both as a highway truck, trailer, or semi trailer and as a railcar.				
EXPLANATION FOR USE	a ralicar.				
This memorandum sets forth the terms and conditions under which ARR will provide transportation of trailers and containers between specifically named intermodal ramp locations. Except as otherwise stated in specific items, service includes loading to rail car and unloading from rail car at respectively designated ramps. The provisions of this memorandum shall be incorporated by reference in a contract of carriage (Bill of Lading)	<ul> <li>D. Freight-laden intermodal container comparable in dimensions to a highway truck, trailer, or semi trailer and designed to be transported by more than one mode of transportation.</li> <li>E. Any of the foregoing types of equipment when empty and being transported incidental to its previous or subsequent use in TOFC/COFC service.</li> <li>Exception: The rules and charges in this memorandum do not apply to specialized equipment, such as low boys, drop decks and triple axel trailers.</li> </ul>				
by reference in a contract of carriage (Bill of Lading) executed by shipper and ARR for any transportation provided under this memorandum, and shall also be incorporated in all certificates, receipts, and other documents described within this memorandum.					
The ARR shall provide service under this memorandum as hirer only. The provisions of this memorandum and the transportation documents executed by shipper and ARR shall constitute the entire contract for transportation between the parties and any law relating to common carriers shall not apply. In the event the terms and conditions of such transportation documents conflict with those in this memorandum, the terms and conditions of this memorandum shall control. If any part, term, item or provision of this memorandum is held by a court or by any agency having or purporting to have jurisdiction over this memorandum or the shipper or	ITEM 120 EQUIPMENT Units must be furnished by shipper which are suitable for mechanical lifting and conform to AAR design specifications. ARR will not be responsible for damage caused by mechanical loading to units that are not suitable for mechanical loading. Such units will be accepted at owner's risk. Trailers with sliding axels must have the axels slid before tendering for shipment. Trailers with rear drop axels must have the axels chained before tendering for shipment.				
ARR, to be unenforceable, such part, item, term or provision	ITEM 130				
shall be considered severable from the rest of the memorandum.	LOADING, BLOCKING & BRACING				
	<ul> <li>Shipper shall ensure that lading of vehicles is properly distributed, secured and blocked to withstand the normal shock and vibration of rail transportation, and to permit safe movement by rail. When not so loaded, ARR may reject the shipment or arrange for reloading of the unit by an agent of and at the expense of the shipper.</li> <li>Shipper shall ensure that shipments loaded to open top trailers are loaded, blocked, braced and secured in compliance with provisions of ARR's "TOFC Loading and Securement Manual."</li> </ul>				
	All shipments moved pursuant to the terms of this memorandum shall be packaged by shipper in accordance with the provisions of the Uniform Freight Classification UFC 6000-Series in effect on the date of shipment.				

For explanation of Abbreviations and Reference Marks not explained herein, see last page of this tariff.

RULES AND CHARGES	RULES AND CHARGES
ITEM 140	ITEM 140 (Conťd)
LOSS OR DAMAGE TO LADING ARR shall only be liable for actual loss or damage as set forth in "49 USC 11706" for shipments made under this memorandum except for the following: ARR's liability shall not exceed \$50,000.00 per unit at charges named in, or otherwise governed by this memorandum. If shipment value exceeds \$50,000.00, consignor shall declare lading value and secure a special quote from ARR representative before tendering shipment. If consignor fails to comply, ARR's liability shall not exceed \$50,000.00. ARR's liability applies only to loss or damage while in	LOSS OR DAMAGE TO LADING Claims shall be filed in writing within nine (9) months of delivery date or reasonable time for delivery, and shall include copy of shipping order (Bill of Lading), invoice, inspection report, or other proof, and paid freight bill. ARR will not accept claims for less than \$250.00. ITEM 145 SHIPPING INSTRUCTIONS
ARR's control. If desired, consignor may request the ARR to provide a special quote for insurance on the declared value of TOFC/ COFC consignment over \$50,000.00 per unit. This request must be made at least five business days prior to shipment in writing. By accepting this offer, consignor recognizes its options under "49 USC 10502(e)" to choose terms for liability and claims outlined in 49 USC 11706, and acknowledges that by accepting this contract, it has chosen to accept the rates and terms for liability outlined in this memorandum, as opposed to the full liability rates available in ARR's published tariffs. ARR is not liable for loss, damage or delay to lading caused by act or default of consignor, act of God, public enemy, authority of law, riots, strikes, vandalism, inherent nature of commodity, or occurring when shipment is not in ARR's possession. ARR shall not be liable for improper loading, blocking or bracing, securement, or lack of protective covering. Consignor is responsible for all damages, except that caused by ARR negligence. ARR shall not be responsible for damages of any type resulting from delay in transportation of the shipment, unless otherwise specified. ARR shall not be liable until it takes actual possession, and ARR's liability shall cease when it tenders possession to another railroad, drayman, consignee or others for further handling. ARR will not be responsible for any damages considered special or consequential damages including but not limited to lost profits and alternate transportation costs, nor will ARR be responsible for any damages caused by any act or omission of the shipper or consignee. Consignor shall indemnify ARR and assume all legal defense against any third-party claims for loss, damage, or injury including attorneys fees, for failure to comply with its obligations under this memorandum. (Continued in next column)	<ul> <li>Proper shipping instructions are necessary for ARR to provide the correct transportation services and to invoice the appropriate rate. The Shipper is responsible for providing complete and accurate information on the shipping instructions and all shipments must be tendered with complete shipping instructions.</li> <li>ARR requires receipt of shipping instructions prior to shipment acceptance at an ARR facility or prior to dispatching empty equipment for ARR origin drayage. When delivering the equipment to an ARR facility, the drayman is required to provide the applicable:</li> <li>Shipper Intermodal facility destination Hazardous commodity declaration and Emergency Response Guide numbers</li> <li>When hazardous shipments are tendered to ARR all shipping instructions must be complete, including all the hazardous information or documentation, the actual hazardous commodity description and accurate applicable Emergency Response Guide numbers. Any type of FAK commodity description is prohibited for hazardous commodity description and accurate applicable Emergency Response Guide numbers. Any type of FAK commodity description is prohibited for hazardous commodities.</li> <li>Shipments arriving at ARR facilities with incomplete, missing, or incorrect shipping instructions may be held at origin and or destination until complete and correct shipping instructions are provided to ARR. Detention and storage charges will be assessed at origin and /or destination for shipments that are delayed while shipping instructions /documentation to an ARR Customer Service Representative. Shipper should send the required shipping instruction/documentation to an ARR Customer Service Representative prior to departure of equipment from ARR facility. If an ARR customer Support Representative or other ARR presonnel is involved in changing/completing the shipping instruction/ documentation a \$52.00, per document, charge will be assessed to the Shipper shipping instruction/</li> </ul>

For explanation of Abbreviations and Reference Marks not explained herein, see last page of this tariff.

#### **RULES AND CHARGES**

#### **ITEM 150**

#### LOAD SPECIFICATION

Without prior approval, shipments may not exceed the following size and weight limitations:

Turne	Minimums	Maximums				
Type of Unit	Length	Length	Width	Height	Gross Weight (Ibs)	
Semi Trailer/	20'	30'	8'6"	13'6"	60,000	
TOFC	30'1"	53'	8'6"	13'6"	70,000	
Intermodal	20'	30'	8'6"	9'	45,000	
Container/ COFC	30'1"	53'	8'6"	9'	55,000	

Subject to prior approval, shipments exceeding the above specifications, or which for any reason are unsuited for normal mechanical handling may be accepted and handled on a non-priority basis, subject to the following charges, which will be assessed separately and individually in addition to all other charges:

- All weight exceeding allowable gross weight (\$ per 100 pounds): \$3.56
- B. Shipments not suitable for normal mechanical handling, but suitable for rail ramp loading may be accepted at an additional per unit charge of: \$548.00
- C. Units of unusual size or dimension, or otherwise not suitable for vanlifter handling, but suitable for forklift handling may be accepted for shipment between Anchorage and Fairbanks, by prior arrangement only, at an additional per unit charge of: \$274.00
- D. When shipments exceed the maximum dimensions named in this item, the otherwise applicable Base Rate will be increased by the following percentages:

Trailer Contair exceed 8'6" wi	ners ling	Trailer exceedi 13' hig	ing	Contair exceed 9' hig	Trailers/ Containers exceeding 53' in length	
8'7" to 9'	10%	13'7" to 14'	11%	9'1" to 10'	10%	Call
9'1" to10'	17%	14'1" to 15'	19%	10'1" to 11'	18%	for quote
Over 10'	Call for quote	for		Over 11'	Call for quote	

- NOTE 1: Oversize arbitrary charges will be assessed separately and individually for each increment and each type of Over Dimension, and in addition to all other charges.
- NOTE 2: An additional charge will be assessed when oversized shipments necessitate a "10 MPH" or "Walking Speed" restriction. The shipper must contact the ARR Marketing Department for rates.

(Continued in next column)

#### **RULES AND CHARGES**

ITEM 150 (Cont'd)

#### LOAD SPECIFICATION

ARR reserves the right, in its sole discretion, to refuse any unit for transportation under this memorandum. Approval and acceptance of overweight or oversized units is at the sole discretion of ARR's appropriate personnel, and entirely dependent upon the unit and time-specific circumstances, including price agreement. Such acceptance and approval shall in no way be construed as universal nor imply any waiver of other charges, rules, or limitations.

For further information or to inquire regarding extraordinary service requirements, contact ARR's Marketing Department.

**ITEM 160** 

[I]

#### ADDITIONAL CHARGES

- 1. Except where more specifically provided in individual rate agreements, when shipments in the possession of ARR are discovered to be overweight or oversize, or to contain commodities named in Item 170, the following provisions will govern:
  - A. When non-compliance is discovered after the shipment has been accepted by ARR at origin or point of interchange, shipper will be given the opportunity to correct or reload the shipment. Consignor and/or consignee may not transfer lading from one vehicle to another on ARR premises without approval of ARR terminal manager.
  - B. When non-compliance is discovered en route, notification will be given the shipper, requesting disposition of the shipment. If within 48 hours after notice is given, the shipper fails or refuses to furnish instructions, ARR may take whatever steps it deems appropriate to safely move the shipment to destination or return it to origin at consignor's expense.
  - C. When non-compliance is discovered at destination, notice of the non-compliance will be given the shipper or consignee that additional charges are due.
  - D. ARR will charge the following accessorial and service charges in addition to all other applicable charges. These charges must be paid in full as advance charges prior to release of unit to consignee:
    - 1. Loading, re-loading, storage, detention, weighing, permitting and added transportation charges.
    - 2. Per unit service charge when non-compliance is discovered at:

Origin	\$193.00
En Route	\$549.00
Destination	\$549.00

(Continued on next page)

For explanation of Abbreviations and Reference Marks not explained herein, see last page of this tariff.

RULES AND CH	IARGES	RULES AND CHARGES				
ITEM 160 (Cont'd)		ITEM 180				
[I] ADDITIONAL CH	HARGES	PAYMENT OF CHARGES				
<b>2.</b> Trailers without axels slid or rea Item 120) will be charged acco	r drop axels chained (per rdingly.	ARR requires prior payment of charges for all services provided under the terms and conditions of this memorandum unless shipper receives credit approval from ARR's Accounting Department.				
Axels not slid	\$162.00					
Drop axels not chained	\$162.00	ITEM 190				
<ol> <li>If requested, trailers or contained be offloaded at origin for an ad-</li> </ol>	ers (time permitting) can ditional fee of \$162.00.	CLAIMS				
<ol> <li>Late Arrival Charge: Late trai delivered after the cutoff time for charged an additional \$120.00</li> </ol>	or accepting loads, will be per unit.	Claims for overpayment of freight charges must be filed in writing within one year from the date of original freight bill.				
<ol> <li>Hot Stow Service: If shipper retrailers at destination, trailers m Stow, and shipper will incur a \$ for such service. ARR supplies trailer stands for Hot Stow traile on a first-come first serviced ba Shipper should contact ARR C current Hot Stow booking and o</li> </ol>	hust be booked as Hot 52.00 per trailer charge is a limited number of ers, so Hot Stows will be asis. ustomer Service to obtain	ITEM 200 STORAGE If consignee is unable to accept units after notification of their availability for delivery, storage charges will be assessed as follows: \$60.00 (per unit per day, after free time has expired, for the first two days )				
ITEM 170		\$103.00 (per unit per day thereafter)				
<ul> <li>ARTICLES NOT A</li> <li>Except where specifically provided agreements or quotations, rates of when any of the following articles at A. Articles of extraordinary val Rule 3 of UFC.</li> <li>B. Hazardous waste or substa CFR 261.</li> <li>C. Hazardous materials, in bul</li> <li>D. Materials designated Class by U.S. Department of Tran Hazardous Materials Regul</li> <li>E. Iron or steel pipe or piling w containers or trailers.</li> <li>NOTE: ARR reserves the right at refuse to accept any article above.</li> </ul>	d, or in individual rate r charges will not apply are included in the lading: ue as described under ince as listed in Title 40 k. A or Class B explosives isportation (DOT) ations, Title 49 CFR. then loaded on open top its sole discretion to	Forty-eight hours free time will be allowed and computed from 7:00 am of the following day after notification. The above named rates will also apply for detention of ARR owned chassis or units for pickup or delivery, except that time will be computed from the first 7:00 AM after placement. Additional handling, pickup, delivery or redelivery services, or attempts will be charged at equipment and manpower rates named in this memorandum in addition to storage and detention charges. When empty units which have been tendered to ARR for return movement are picked up or otherwise diverted by consignor before return movement is effected, storage rates named in this item will apply with no allowance for free time.				
For explanation of Abbreviations a	nd Reference Marks not e	xplained herein, see last page of this tariff.				

RULES AND CHARGES
ITEM 400
DEFINITION OF TERMS
Holiday - New Year's Day President's Day Memorial Day Independence Day Columbus Day Cotober Holiday - New Year's Day Third Monday in February Last Monday in May July 4 First Monday in September Second Monday in October
Veteran's Day November 11 Thanksgiving Day Fourth Thursday in November Christmas Day December 25
Holidays which fall on a Saturday or Sunday will be observed on the preceding Friday or the following Monday, respectively.
Ramp - Area designated by ARR for handling intermodal trailers and containers
Shipper - Consignor, Consignee, Connecting carrier, or their agent
Unit - Trailer or Container approved by ARR and described in ITEM 110

	ULES AND C	CHARGES			RU	LES ANI	D CHA	RGES		
ITEM 500 [l]				ITEM 1000						
ACCESSORIAL EQUIPMENT AND LABOR				SPECIFIC LINE HAUL CHARGES						
The following charges for accessorial services will apply at equipment and labor rates where reference is made to this item or when additional services are performed which are not specifically covered in this memorandum. The furnishing of equipment and labor is dependent			Bookings are subject to space availability for common carrier convenience. Rates named herein will apply on shipments booked and tendered to ARR under this Memorandum.							
on availability. Tim of dispatch and wil dispatch.	ne will be com	puted from t	he time	From	То	Volume per Year	Equip- ment Size	Rate Per Unit (\$)	Loaded Returns (\$)	Subject To Note
When equipment is separately for equi rates. Equipment	pment and op	perator at app	olicable hourly	Anchorage	Whittier	Any Quantity	Up to 48'	867.00	867.00	2,3,4,5
EQUIPMENT	CHARGES - NOT INCL		(LABOR)							
(The Minimu	m Charge will one quarte	be applicabl	le rate for			Any Quantity	53'	1021.00	1021.00	2,3,4,5
FORKLIFT										
Capacity	3 Tons	15 Tons	Over 15 Tons	Whittier	Anchorage	Any	Up to	867.00	867.00	2,3,4,5
Rates per hour (\$)	91.00	137.00	180.00		5	Quantity	48'			,-, ,-
VANLIFTER										
Capacity	N/A					Any	53'	1021.00	1021.00	2,3,4,5
Rates per hour (\$)	272.00					Quantity				
LABOR CHARGES (\$ Per Hour) (The Minimum Charge will be the applicable rate for one hour)				Anchorage	Fairbanks	Any Quantity	Up to 48'	1086.00	542.00	1,2,3,4, 5
Location	Straight Time	Overtime	Double Time			Any	53'	1284.00	642.00	
Anchorage	81.00	121.00	162.00			Quantity				5
Fairbanks	83.00	124.00	166.00							
				Fairbanks	Anchorage	Any Quantity	Up to 48'	1086.00	1086.00	1,2,3,4, 5
						Any Quantity	53'	1284.00	1284.00	1,2,3,4, 5
					(Co	ntinued o	on next	page)		

	RU	LES ANI	D CHARGE	S		EXPLANA	TION OF ABBREVIATIONS AND REFERENCE MARKS
[1]							EXPLANATION
Bookings a carrier con shipments Memorand Note 1: Co The rates I supersede Specific Co Casing; Fr	SPECIFIC LINE HAUL CHARGES (Cont'd) bokings are subject to space availability for common arrier convenience. Rates named herein will apply on hipments booked and tendered to ARR under this emorandum. bote 1: Commodity Exceptions: he rates below are listed as "Commodity Exceptions" and upersede the Fairbanks rates otherwise contained herein: becific Commodities, VIZ: Iron or Steel Pipe, Piling or asing; Freight All Kinds, in loads exceeding maximum mensions named in Item 150.				on on is" and herein: or	AAR ARR CFR NOS STB STCC UFC [A] [C] [D] [I] [R]	Association of American Railroads Alaska Railroad Corporation Code of Federal Regulations Not otherwise Specified Surface Transportation Board Standard Transportation Commodity Code Uniform Freight Classification, UFC 6000- series Addition/New Change in wording resulting in neither an increase or decrease in charges Cancel/Eliminated Increase Reduction/Decrease
Between	And	Volume	Rate	Loaded Returns	Subject to Notes	%	Percent
Anchorage	Fairbanks	Any Quantity	1561.00	Not Available	2,3,4	( <u>Undersco</u>	red portion denotes change/addition.)
(t Note 3: E R o P 3 S N e m s P Note 4: D R o 0 Note 5: O S	elsewf o) Shipme named ampty Retu- tates includ f origin. U rovisions c 0 days of I ubstitution lo combina mpty units nay exceed hipped in t eriod. Dunnage R tates includ f no more rigin (subje versize Sh	here in thi ents exce I in Item 1 urning Uni de return Jnits auth of this not oaded mo of like un ation of in shipped d the num he immed eturned: des return than 10,0 ect to con ipments:		dum. num dimer neturn unde endered wi empty pos illowed. rn) loads a 30-day per bund loads ading 30-day taining dur unit to ram ote 3).	nsions er thin itioning. nd iod ed units ay		