

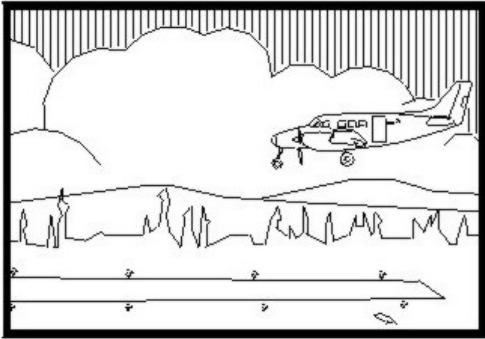
INVITATION TO BID

MAINTENANCE & OPERATIONS

SPECIFICATIONS & BID DOCUMENTS

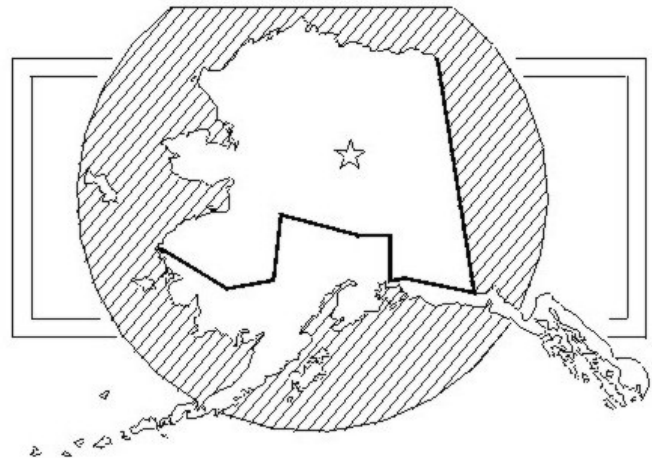
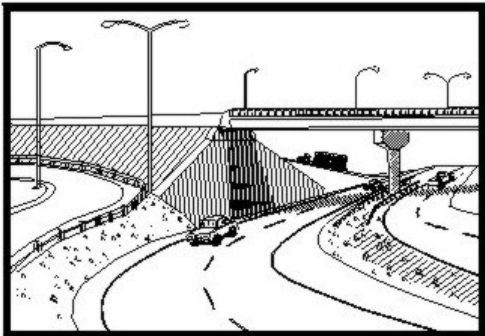
PROJECT: Rural Airport Maintenance Contract – Birch Creek Airport, Alaska

PROJECT NO. 2523N002

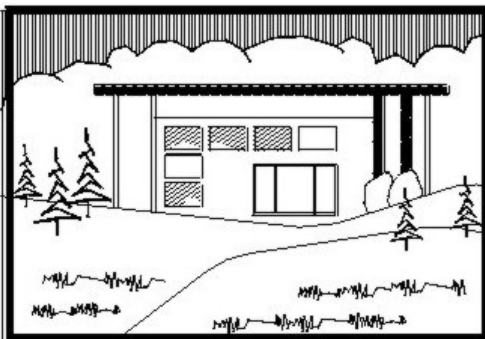


STATE OF ALASKA

Department of Transportation
And Public Facilities



Northern Region



DATE: July 14, 2022

INVITATION FOR BIDS**Reference Project No:** 2523N002**Date:** July 14, 2022

Name and Location of Project:

Rural Airport Maintenance
Birch Creek Airport
Birch Creek, Alaska 99740

Department or Agency:

State of Alaska
Department of Transportation and Public Facilities
Supplies and Services

Procurement Officer: Eric Johnson, Northern Region**Issuing Office:** Supplies & Services, 2301 Peger Road, Fairbanks Alaska 99709

Description of Work: The work shall consist of routine summer and winter maintenance of all runways, taxi-ways, aprons. State-owned equipment and State-owned buildings located on the airport facility, in accordance with the contract specifications.

Contract Period: From October 1, 2022 through September 30, 2023, with the option to renew for five (5) additional (1) one-year periods, at the sole discretion of the State.

Sealed bids, in single copy for performing all work required for the above project are hereby invited. ***Bids will be opened publicly at 10:00 AM local time, at 2301 Peger Road, Fairbanks, Alaska, on August 4, 2022.***

SUBMISSION OF BIDS

ALL BIDS INCLUDING ANY AMENDMENTS OR WITHDRAWALS MUST BE RECEIVED PRIOR TO BID OPENING. BIDS SHALL BE SUBMITTED ON THE FORMS FURNISHED AND MUST BE IN A SEALED ENVELOPE MARKED OR EMAILED AS FOLLOWS:

YOUR ADDRESS & PHONE NUMBER**Project Name & Number:**Rural Airport Maintenance ServicesBirch Creek, AlaskaITB Number: 2523N002

State of Alaska
Department of Transportation
& Public Facilities
2301 Peger Road
Fairbanks, Alaska 99709-5399

Bids, amendments or withdrawals may be submitted by fax, hand delivered, mailed in a sealed envelope, or emailed. Confidentiality can only be assured for sealed quotes. Bids transmitted by mail must be received at the above-specified address no later than the scheduled time of bid opening. Hand delivered or faxed bids, amendments or withdrawals must be received by the Procurement Officer listed on this ITB, prior to the scheduled time of bid opening. Facsimile communications must be addressed to **Eric Johnson** Fax No. (907) 451-2313, Email: dotnrprocurement@alaska.gov

The Department hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this Invitation, Disadvantaged Business Enterprises (DBEs) will be afforded full opportunity to submit bids and will not be discriminated against on the grounds of race, color, national origin or sex in consideration for an award.

NOTICE TO BIDDERS

Bidders are hereby notified that data to assist in preparing bids is available as follows:

The Contractor is hereby notified that all records pertaining to the development of this project are available for inspection at the Department of Transportation and Public Facilities, Supplies and Services, 2301 Peger Road, Fairbanks, AK 99709.

Plans and Specifications may be obtained upon request from:

Department of Transportation & Public Facilities
2301 Peger Road
Supply & Services Section
Fairbanks, Alaska 99709-5399
dotnrprocurement@alaska.gov

Phone: (907) 451-5102

All questions concerning bidding procedures should be directed to the Procurement Officer.

Bidders requesting assistance, either in viewing the project or obtaining pre-bid information, must make arrangements at least 48 hours in advance with the Project Manager:

**Northern Region Rural Aviation Superintendent
Department of Transportation & Public Facilities
2301 Peger Road
Fairbanks, AK 99709
Phone: (907) 451-2226**

REQUIRED FOR BID

Bids may not be considered if the following documents are not completely filled out and submitted at the time of bid opening:

1. Proposal Form, (prices are to be entered on this document and page 2 must be signed).
2. Non-Collusion Declaration
3. Contractor's Questionnaire
4. Contract Technical Specifications– ***Each page of the Contract Technical Specifications MUST be initialed by the Contractor showing that they have read, understand and will comply with the terms of the contract. If this document is not fully initialed your bid may be deemed non-responsive and rejected.***

**NORTHERN REGION MAINTENANCE & OPERATIONS
AIRPORT MAINTENANCE**

INSTRUCTIONS TO BIDDERS

1. SPECIAL INFORMATION

A. Location: Birch Creek Airport, Birch Creek, Alaska

B. Equipment: Equipment at this location shall be: State Furnished.

C. Job Site Visit: Bidders are strongly encouraged to visit the work site(s) prior to the scheduled bid opening to inform themselves of all conditions under which work is to be performed.

2. Bidders are requested to carefully review this invitation. Questions, objections or comments should be made in writing and received by the Contracting Officer no later than ten (10) days prior to the Bid Opening, so that any necessary amendments may be published and distributed to bidders to prevent the opening of a defective bid upon which award cannot be made, but which will result in the exposure of bidders' prices. Bidders' pretests based upon any omission, or errors, or the content of the Invitation for Bids may be disallowed if not made known prior to the Bid Opening.

Do not put the bid number and opening date on the envelope if you are requesting bid information. Envelopes with bid numbers will not be opened until the scheduled date and time. Do not include in the envelope any bids for other work.

3. Pursuant to AS 36.30.560 and AS 36.30.565 an interested party may protest award of this contract. The protest shall be filed with the Procurement Officer in writing and include the following information:

- (1) Name, address and telephone number of the protester;
- (2) The signature of the protester or the protester's representative;
- (3) Identification of the contracting agency and the solicitation or contract at issue;
- (4) A detailed statement of the legal and factual grounds of the protest, including copies of relevant documents;
- (5) The form of relief requested.

The protest must be filed within 10 days after a notice of Intent to Award the contract is issued.

4. PREPARATION OF BIDS

- A. Bidders are instructed to use the attached bid forms for submitting bids. Bids shall be submitted on the forms furnished or copied thereof, and must be manually signed in ink. If erasures or other changes appear on the forms, each such erasure or change must be initialed by the person signing the proposal. The bidder shall specify in form proposal a price in figures.
- B. Conditional or alternative bids will be rejected as non-responsive.
- C. Bids, amendments or withdrawals may be submitted by fax, hand delivered, or mailed in a sealed envelope. Confidentiality can only be assured for sealed quotes. Facsimile communications must be addressed to the Contracting Officer listed on the bid. ***Facsimile No. (907) 451-2313. It is strongly suggested that a follow up call be made to insure that all bids submitted by fax have been received.*** Facsimile modifications of bids already submitted will be considered, provided they are received at the DOT&PF bid receipt location prior to the time set for opening the bids.

5. BIDDERS QUALIFICATIONS

Before a bid is considered for award, the bidder may be requested by the Department to submit a statement of facts, in detail, as to Bidder's previous experience in performing comparable work, the Bidder's business and technical organization, financial resources, and equipment available to be used in performing the contemplated work.

Prior to award of the contract, a State representative may inspect the equipment the Bidder proposes to use in fulfilling his obligations under the contract. If, at the discretion of the inspector, the equipment is determined to be inadequate to perform the contract, the Bidder shall be given a five (5) day correction period to repair or replace the equipment and to be re-inspected. Failure after the second inspection will result in rejection of the bid and award will be made to the next lowest bidder, subject to inspection as stipulated above.

The Department reserves the right to disqualify a bidder or refuse to issue a proposal for any of the following reasons:

- A. Uncompleted work of a bidder which, in the judgment of the Department, might hinder or prevent the prompt completion of additional work if awarded.

- B. Failure to pay, or satisfactorily settle, all bills due for labor and material on previous contracts in force at the time of issuance of proposals.
- C. Failure to comply with any qualification requirements of the Department.
- D. Default under previous contracts, or fraud or dishonesty in the performance of previous contracts.
- E. Unsatisfactory performance on previous work.
- F. Failure to reimburse the State for monies owed on any previous contracts.
- G. More than one bid for the same work from an individual, firm, or corporation under the same or different name.
- H. Evidence of collusion among bidders. Participants in such collusion will receive no recognition as bidders for any future work of the Department until any such participant shall have been reinstated as a qualified bidder.

Nothing contained in this section shall deprive the Department of its discretion in the matter of determining the lowest responsive, responsible bidders.

6. SUBMISSION OF BIDS

All bids including any amendments or withdrawals must be received prior to bid opening. Bids shall be submitted on the form furnished and must be in a sealed envelope marked and addressed as follows:

YOUR ADDRESS AND PHONE NUMBER

Birch Lake Airport Maintenance

Bid Number: **2523N002**

Bid amendments or withdrawals may be submitted by fax, hand delivered, or mailed in a sealed envelope. Confidentiality can only be assured for sealed quotes. Bids transmitted by mail must be received at the above specified address no later than the scheduled time of bid opening. Facsimile communications must be addressed to **Eric Johnson, Facsimile No. (907) 451-2313.**

7. ADDENDA REQUIREMENTS

The bid documents provide for acknowledgement individually of all addenda to the invitations and/or specifications on the signature page or the Proposal. All addenda shall be acknowledged on the Proposal or by facsimile prior to the scheduled time of Bid Opening.

Every effort will be made by the Department to insure that Plan holders receive all addenda when issued. Addenda will be sent to the address of the individual or company requesting proposal and Contract documents. Failure of a Bidder to acknowledge receipt of any addenda could result in the rejection of their proposal.

8. RECEIPT AND OPENING OF BIDS

- A. All bids, including any amendment or withdrawal, must be received by the Department prior to the scheduled time of Bid Opening. Any bid, amendment, or withdrawal which has not been actually received by the Department prior to the time of the scheduled bid opening will not be considered.
- B. No responsibility will attach to any officer or employee for the Department for the premature opening of, or failure to open a bid improperly addressed or identified.
- C. The Department reserves the right to waive any technicality in bids received when such waiver is deemed by the Contracting Officer to be in the best interest of the State.

9. WITHDRAWAL OF BIDS

Bids may be withdrawn by written or facsimile request received from a bidder prior to the time fixed for opening. Negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.

10. BIDDERS PRESENT

At the time fixed for bid opening, bids will be made public for examination and the information of bidders and others properly interested, who may be present either in person or by representative.

11. BIDDERS INTERESTED IN MORE THAN ONE BID

If more than one bid is offered by any one party, by or in the name of his or their clerk or partner, all such bids will be rejected. A party who has quoted prices to a bidder is not thereby disqualified from quoting prices to other bidders or from submitting a bid directly for the work.

12. REJECTION OF BIDS

The Department reserves the right to reject any and all bids when such rejection is deemed by the Contracting Officer to be in the best interest of the State; to reject the bid of a bidder who has previously failed to perform properly, or complete on

time, contract of a similar nature; to reject the bid of a bidder who is not, in the opinion of the Contracting Officer, in a position to perform the Contract; and to reject a bid as non-responsive where the bidder fails to furnish the required documents listed on the Required Document Page, fails to complete required documents in the manner directed, makes unauthorized alterations to the bid documents, or is otherwise determined to be an unqualified bidder.

13. AWARD OF CONTRACT

- A. The Letter of Award, if the Contract is to be awarded, will be issued to the lowest responsive, responsible, and qualified bidder as soon as practical and usually within 40 calendar days after opening of proposals.
- B. All bidders will be notified of the Department's Intent to Award the Contract and the successful Bidder will be requested to execute certain documents, including, but not limited to, the Contract form.
- C. The Contract will be awarded to the successful bidder following receipt by the Department of all required documents, properly executed, within the time specified in the Intent to Award. Failure to enter into a Contract within the time specified in the Intent to Award shall be grounds for forfeiture of the bid security (if required) and consideration of the next bidder for award.
- D. For the purpose of award, offers made in accordance with this Invitation for Bids shall be good and firm for a period of forty (40) days from the date of bid opening.

14. Pursuant to AS 36.30.115(a) prior to the close of business on the fifth working day after the apparent low bidder has been identified in the notice of intent to award, the apparent low bidder must complete the Subcontractor List provided in this invitation and submit it to the Department. If the apparent low bidder does not intend to subcontract any work on this contract, a statement to that effect is required prior to the due date of the list. Failure to submit the list with all required information by the due date shall result in the bidder being declared non-responsive.

A Bidder may replace a listed Subcontractor who:

- (1) Fails to comply with AS 08.18;
- (2) Files for bankruptcy or becomes insolvent;
- (3) Fails to execute a contract with the Bidder involving performance of the work for which the Subcontractor was listed and the Bidder acted in good faith;

- (4) Fails to obtain bonding, if required;
- (5) Fails to obtain insurance acceptable to the Department, if required;
- (6) Fails to perform the Contract with the Bidder involving work for which the Subcontractor was listed;
- (7) Must be replaced in order for the prime Contractor to satisfy required State and/or Federal affirmative action requirements;
- (8) Refuses to agree or abide with the Bidder's labor agreement; or
- (9) Is determined by the Contracting Officer not to be responsible.

A bidder who attempts to circumvent the requirements of AS 36.30.115 by listing as a subcontractor another who, in turn sublets the majority of the work required under the contract violates AS 36.30.115.

If the contract is awarded to a bidder who violates this section, the Contracting Officer may:

- (1) cancel the contract; or
- (2) after notice and a hearing, assess a penalty on the bidder in an amount that does not exceed 10 percent of the value of the subcontract at issue.

15. ALASKA BIDDERS PREFERENCE

In determining the low bidder for State funded projects, a 5% bid preference will be given to Alaska bidders, as required under AS 36.30.170.

REQUIRED DOCUMENTS

Required for Bid

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

- 1. Proposal Form, (prices are to be entered on this document and page 2 must be signed).
- 2. Non-Collusion Declaration
- 3. Contractor's Questionnaire
- 4. Contract Technical Specifications– ***Each page of the Contract Technical Specifications MUST be initialed by the Contractor showing that they have read, understand and will comply with the terms of the contract. If this document is not fully initialed your bid may be deemed non-responsive and rejected.***

Required for Award

In order to be awarded the contract, the successful bidder must completely fill out and submit the following documents within the time specified in the Intent to Award letter:

1. Proof of Insurance
2. Alaska Business License
3. Copy of current Insurance Certificate (may be waived).

CONTRACTOR'S QUESTIONNAIRE

PROJECT NAME: Rural Airport Maintenance Contract, Birch Creek, Alaska

BID NUMBER: 2523N002

Contractor shall provide complete and adequate information to the questions set forth below, to facilitate a determination of responsiveness and responsibility.

Contractors are to use supplemental pages if needed, to provide complete responses to the questions asked. General statements such as "As Required" or "As Needed" are NOT considered complete or adequate responses.

All information is considered essential, and failure to provide a response may be justification for rejection of the bid.

1. Name of Firm: _____

Mailing Address: _____

Location Address: _____

Business Telephone Number: _____

EMA: _____

Type of Business: (Check One)

	<u>TITLE</u>	<u>NAME</u>
_____ Sole Owner	_____	_____
_____ Partnership	_____	_____
_____ Joint Venture	_____	_____
_____ Corporation (Membership Organization)	_____	_____

NOTE: FAILURE TO COMPLETE ALL ITEMS MAY BE JUSTIFICATION TO REJECT BID.

2. List all principals in the company and their work experience in the performance of Airport Maintenance Services:

3. Is Airport Maintenance Services a Full Time _____ or a Part Time _____ business of the Bidder? (Check One)

4. Airport Maintenance Contracts presently being performed by the Bidder:

Contract Description _____

Reference Contact _____ (Required); Telephone No. _____ (Optional)

Contract Description _____

Reference Contact _____ (Required); Telephone No. _____ (Optional)

Contract Description _____

Reference Contact _____ (Required); Telephone No. _____ (Optional)

All other Contracts performed by the Bidder during the past two years:

Contract Description _____

Reference Contact _____ (Required); Telephone No. _____ (Optional)

Contract Description _____

Reference Contact _____ (Required); Telephone No. _____ (Optional)

Contract Description _____

Reference Contact _____ (Required); Telephone No. _____ (Optional)

NOTE: FAILURE TO COMPLETE ALL ITEMS MAY BE JUSTIFICATION TO REJECT BID.

CONTRACTOR'S QUESTIONNAIRE (Continued)

5. List of Equipment owned and to be dedicated to this Contract:
(Contractor-Furnished Contracts Only)

<u>Item</u>	<u>Age</u>	<u>Condition</u>	<u>Number Required</u>
(Example: JD 450 Crawler Tr.	3 yrs.	Good, Reconditioned, 6 mo ago	1 each)

NOTE: CONTRACTORS MUST LIST ALL EQUIPMENT NEEDED TO PERFORM THIS CONTRACTUAL REQUIREMENT, TO INCLUDE, BUT NOT LIMITED TO, THE 2-WAY AIR-TO-GROUND RADIO AND A 35 MM CAMERA.

6. Supplies/Material Date: (List all items to be furnished, which were considered a cost item in the bid preparation.)

NOTE: FAILURE TO COMPLETE ALL ITEMS MAY BE JUSTIFICATION TO REJECT BID.

SITE VISIT DECLARATION

I Certify that the following named individual(s) conducted a pre-bid visit of the Airport.

Signature

Date

Printed or Typed Name and Title

Date(s) and individual(s) that visited site:

Name: _____ Date: _____

Name: _____ Date: _____

Name: _____ Date: _____

Name: _____ Date: _____

NOTE: FAILURE TO COMPLETE ALL ITEMS MAY BE JUSTIFICATION TO REJECT BID.

<h1 style="text-align: center;">PROPOSAL</h1>	CONTRACT NO.
	DATE OF CONTRACT October 1, 2022
NAME AND ADDRESS OF CONTRACTOR	CHECK APPROPRIATE BOX <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Incorporated in the State of <input type="checkbox"/> Joint Venture
DEPARTMENT OR AGENCY: State of Alaska, Department of Transportation and Public Facilities	
CONTRACT FOR (Work to be performed): The routine summer and winter maintenance of all runways, taxiways, aprons, State-owned equipment and State-owned buildings located on the airport facility, in accordance with the Contract Specifications.	
LOCATION: Birch Lake, Alaska	
AMOUNT OF CONTRACT (Express in figures): \$ _____ Per month \$ _____ Per year	
ADMINISTRATION DATA (optional) Federal Tax ID Number:	
<p>THIS CONTRACT, entered into this date by the State of Alaska, hereinafter called the State, represented by the Procurement Officer executing this contract, and the individual, partnership, or corporation named above, hereinafter called the Contractor, witness that the parties hereto do mutually agree as follows:</p> <p>STATEMENT OF WORK: The Contractor shall furnish all labor, and if required, equipment and materials, and perform the work above described for the amount stated above in strict accordance with the specifications and conditions all of which are made a part hereof and designated as follows:</p> <p>CONTRACT PERIOD: October 1, 2022 through September 30, 2023 with the option to renew under the same Terms and Conditions. Renewals to be exercised solely at the State's discretion.</p> <p>PROJECT MANAGER: Frances Law PHONE: (907) 451-2226 FAX: (907) 451-5131 EMAIL: frances.law@alaska.gov</p>	
CONTRACT EFFECTIVE DATE: October 1, 2022	CONTRACT EXPIRATION DATE: September 30, 2023

In witness whereof, the parties hereto have executed this contract as of the date entered on the first page hereof.

STATE OF ALASKA

CONTRACTOR

By: _____

By: _____

—

(Signature)

(Signature)

(Typed or Printed Name)

(Typed or Printed Name)

NR Procurement Officer

(Title)

(Title)

(Date)

(Date)

INSTRUCTIONS

1. This form shall be used, as required by State regulations, for contracts for the construction, alteration, or repair of public buildings or works.
2. The full name and business address of the Contractor must be inserted in the space provided on the face of the form. The Contractor shall sign in the space provided above with his usual signature and typewrite or print name under all signatures to the contract and bonds.
3. An officer of a corporation, a member of a partnership, or an agent signing for the Contractor shall place his signature, typed or printed name, and title after the word "By" under the name of the Contractor. A contract executed by an attorney or agent on behalf of the Contractor shall be accompanied by two authenticated copies of his power of attorney, or other evidence of his authority to act on behalf of the Contractor.

NON-COLLUSION DECLARATION

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

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

Company Name or Contractor

Signature

Printed Name

Title of Person Signing

Phone Number

Fax Number

Email address

This document must be completed and returned with your bid in order to be considered responsive. Any submitted bids that do not include this signed document may be rejected.

NORTHERN REGION MAINTENANCE & OPERATIONS AIRPORT MAINTENANCE CONTRACT

GENERAL PROVISIONS & TECHNICAL SPECIFICATIONS

(I) INTENT OF CONTRACT

The intent of the contract is to provide all duties necessary to maintain the **Birch Lake Airport** during the term of this contract. Work may consist of routine summer and winter maintenance as specified in the scope of this contract by a Department of Transportation Representative which includes but not limited to airport area maintenance, preventative maintenance on Department owned equipment, building structures, roadways and bridges located on airport property unless otherwise designated.

During the course of this agreement and in accord with the terms of this contract, the Contractor will coordinate with and take direction from the Department Representative or his/her designee for the area identified within this contract. This is an integrated contract between the Department and the Contractor. This contract may only be amended by a change order solely initiated by the State of Alaska. This contract is severable, if one provision of this contract is found to be unenforceable; it shall not relieve the Contractor from performing all other provisions of this Contract.

(II) CONTRACTOR CONFROMITY

Each page of the Contract Technical Specifications must be initialed by the Contractor showing that they have read, understand and will comply with the terms of the contract. Any page that is not initialed shall be addressed with the Contractor for verification that an error was not made. If the Contractor refuses to initial any page of these specifications this may be cause for the Department to reject the bid.

(III) ALTERATION OF WORK AND QUANTITIES

AKDOT reserves the right to make alterations of work and quantities as necessary or desirable to complete the work originally intended in an acceptable manner. Alterations of work and quantities that are within the original scope of the contract shall be covered by "Change Orders".

Should the alteration of work not be part of the original scope of work, such excess altered work shall be covered by a Supplemental Agreement. The Contractor and the Department Representative shall agree on a cost for the excess altered work. If the Contractor and the Department are unable to agree on a unit adjustment, the AKDOT reserves the right to make other arrangements for its completion.

(IV) EXTRA WORK

Should the contract require the Contractor to perform an item of work for which no basis of payment has been provided in the original contract, previously issued change orders or supplemental agreements, the same shall be called Extra Work. Extra Work that is within the general scope of the contract shall be covered by written change order. Change orders for such extra work shall contain agreed unit prices for performing the change order work in accordance with the requirements specified in the order.

Extra work that is necessary for acceptable completion of a project, but is not within the original scope of work shall be covered by a Supplemental Agreement. Any claim for payment of extra work that is not covered by a change order or a supplemental agreement shall be rejected by AKDOT.

(V) CONTRACT WORK AREA

All runways, Department access roads, bridges, parking aprons, taxiways, lighting systems, wind cones and Department buildings within the airport boundaries. It is the Contractor's responsibility to contact the Airport Manager (Department Representative) to clarify the work area boundaries.

(VI) CONTRACT PERIOD

The Contract period shall be from October 1, 2022 through September 30, 2023 with the option to renew for five (5) additional one-year renewal options solely at the discretion of the Department.

(VII) SERVICE PERIOD

The Contractor shall perform all duties necessary to maintain and operate the Birch Lake Airport during the Service Period of June through July of each year. The airport shall be kept accessible 7 days a week, [12] months per year, unless an emergency or routine maintenance prevents the airport from being open. To the greatest extent practical, the Contractor is to provide that level of performance, which will insure the safe and convenient use of the airport by the public.

(VIII) CONTRACTOR AND EMPLOYEE QUALIFICATION

Contractor, subcontractors, and all employees shall be capable and experienced in operation of heavy equipment and preferably have some type of aviation background. This experience can either be work experience at an airport and/or a pilot's license. The Contractor shall submit a list of qualified personnel who will be operating equipment. All personnel will be required to pass a verbal and operational test prior to operating equipment on the airport. The Department reserves the right to require the removal of any worker from the work area whom it deems incompetent, insubordinate, or otherwise objectionable.

(IX) REPRESENTATIVE

The Contractor or a competent Representative will be available to the job site at all times during the period of the contract. A competent Representative must be empowered to act for the Contractor and must be fluent in both written and spoken English to adequately perform the contracted services. The Contractor shall furnish and update, as appropriate, a telephone number and answering machine or a reliable message phone number by which the Contractor or his authorized Representative can be contacted in order to respond to an unusual condition or accident at the airport. The Contractor/Representative will respond to the Department Representative within 4 hours of any answering machine and or /messages received. If the Contractor has a Representative to perform daily maintenance, the Contractor (principal officer) must personally perform one on-site inspection every two- (2) weeks from July 1 through June 30 and with a record of the inspections submitted to the Airport Manager. Failure to do so may result in the termination of the contract. When the Contractor absents himself from his normal place of business, the Contractor shall, prior to absenting himself, provide the Department Representative with the business and/or personal telephone numbers of a competent person who has full authority to act for the Contractor in the conduct of this contract. The Contractor shall make a reasonable attempt to contact the Airport Manager or his designee at least once per day to report current conditions and status. This may be done via email, telephone or fax.

(X) AUTHORITY OF DEPARTMENT REPRESENTATIVE

The Department Representative or his/her designees shall address any and all questions which may arise as to the quality and acceptability of work performed. The Department Representative shall decide on all questions, which may arise as to the interpretation of the specifications or plans relating to the work, and the fulfillment of the contract on the part of the Contractor.

(XI) INSPECTION OF WORK

All materials and each part or detail of work shall be subject to inspection by the Department Representative or his/her designee. The Department Representative shall be allowed access to all parts of

the work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

(XII) DEFECTIVE WORK (DAMAGE AND PROTECTION)

Deficiencies in the work observed during inspection of the facility by the Department Representative or his/her designee will be brought to the Contractor's attention by written departmental notification. If, in the discretion of the Department, the Contractor has presented a hazardous situation that could result in injury to the public and/or Departmental Employee, the Department reserves the right to immediately correct the deficiency, using the most expedient method available (Department employee or private Contractor), and deduct the costs incurred from monies owed the Contractor. Should the Department be forced to hire outside forces all costs will be deducted from the Contractor payments. The Contractor shall, at his own expense, remedy and correct any defect in his work or in articles which he provides in connection with the defect as it is brought to his attention. He shall, without additional cost to the Department, make good and be fully responsible for all injury or damage to persons or property, which may result from his fault or negligence or that of his employees. This includes damages resulting from the use of materials and equipment or from workmanship which is inferior, defective, or not in accordance with the terms and conditions of this contract. If the Contractor fails to meet the above requirements and fails to correct such deficiency within the time set forth by the Department Representative, the Department may terminate the contract and/or obtain the contract services from other sources and hold the original Contractor responsible for any excess costs and deduct these costs from any payments due the Contractor.

(XIII) EXCLUSION

- A. Work stipulated in this contract is not required on State land, which is leased to another party. When such areas are under the control of a lessee, the lessee is responsible for maintaining all aircraft maneuvering surfaces on the leased property.
- B. No work is required for the repair of radio operated electrical devices, with the exception of fuse replacement, circuit breaker resetting, and bulb replacement.

(XIV) INDEMNIFICATION

The Contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the Contractor under this agreement. The Contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the Contractor and the independent negligence of the Contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "Contracting agency", as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the Contracting agency's selection, administration, monitoring, or controlling of the Contractor and in approving or accepting the Contractor's work.

(XV) INSURANCE REQUIREMENT

Without limiting Contractor's indemnification, it is agreed that Contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the Contractor's policy contains higher limits, the Department shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the Contracting Officer prior to beginning work and must provide for a 30-day prior notice of cancellation, nonrenewal or material change of conditions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the Contractor's services. All insurance policies shall comply with, and be issued by insurers licensed to transact the business of insurance under AS 21.

Workers' Compensation Insurance: The Contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the State of Alaska.

Commercial Automobile Liability Insurance: covering all vehicles used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$1,000,000, combined single limit per occurrence.

Personal Automobile Liability Insurance: The Contractor shall provide a copy of personal automobile liability with minimum coverage limits of \$300,000 combined single limit per occurrence. If the Contractor will not utilize personal automobiles or travels to and from work on a snow mobile, ATV, bicycle or walks, then the Contractor shall provide a written statement as such.

The Department of Transportation and Public Facilities shall be named as an additional insured for all automobile liability coverages. All of the above insurance coverages shall be considered to be primary and non-contributory to any other insurance carried by the State of Alaska, whether through self-insurance or otherwise.

In addition to providing the above coverage, the Contractor shall, in any contract or agreement with subcontractors performing work, require that all indemnities and waivers of subrogation it obtains, and that any stipulation to be named as an additional insured it obtains, also be extended to waive rights of subrogation against the State of Alaska and to add the State of Alaska as additional named indemnitee and as additional insured.

Evidence of Contractor's ability to obtain insurance shall be furnished to the Department prior to award. Evidence of Insurance shall be furnished to the Department prior to issuance of a Notice to Proceed. Such evidence, executed by the carrier's Representative and issued to the Department, shall consist of a certificate of insurance or the policy declaration page with required endorsements attached thereto which denote the type, amount, class of operations covered, effective (and retroactive) dates, and dates of expiration. Acceptance by the Department of deficient evidence does not constitute a waiver of contract requirements.

When a certificate of insurance is furnished, it shall contain the following statement:

"This is to certify that the policies described herein comply with all aspects of the insurance requirements of **Birch Lake Rural Airport Maintenance Contract.**"

(XVI) BUSINESS LICENSE REQUIREMENT

Prior to award of the contract the low bidder must show evidence of holding a valid Alaska business license and any necessary applicable professional licenses required by Alaska Statute. Bids must be submitted under the name as appearing on the person's current Alaska business license in order to be considered responsive. Offerors should contact the Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing, P. O. Box 110806, Juneau, Alaska 99811-0806, for information on these licenses. Acceptable evidence of an Alaska Business License is:

- Canceled check for the business license fee;
- Copy of the business license application with a receipt date stamp from the State of Alaska business license office;
- Receipt form the State of Alaska business license office for the license fee;

- Copy of the bidder's valid business license;
- Sworn notarized affidavit that the bidder has applied and paid for a business license.

(XVII) TERMINATION

A. The Department may terminate the contract by giving seven (7) days' notice to the Contractor if:

- (1.) The Contractor fails to comply with the terms of this contract. In this event, the Contractor shall forfeit the performance bond, if required.
- (2.) The Contractor fails to begin work under this contract within the time specified in the contract documents.
- (3.) The Contractor fails to conduct and record the on-site inspections as defined in this contract.
- (4.) The Contractor performs this work in an unsuitable manner or discontinues the prosecution of said work as defined in this contract.
- (5.) The Contractor performs this work in an unsafe manner placing any parties involved in this contract at risk.
- (6.) The Contractor makes an assignment for the benefit of creditors without the consent of the Contracting Officer.
- (7.) The Contractor fails to attend training courses as directed by the Department unless specifically excused by the Department Representative.
- (8.) The Contractor disregards Regulatory Requirement of any public body having jurisdiction at Airport location.
- (9.) The Contractor allows any assessed final judgment to stand unsatisfied for a period of 60 days.

B. The Department may terminate this contract in writing by providing thirty (30) days' notice, at any given time, if the funding for the contract, as allocated by the Alaska Legislature, is insufficient for continuation of the contract. This Contract is contingent upon funding of the Department's Operating Budget.

C. The Contractor may terminate the contract by giving thirty (30) days written notice to the Department Representative, with no penalty or forfeiture of performance bond, if one is required.

D. The Contractor will forfeit the performance bond, **if required**, if the Contractor ceases providing the services required in accord with the terms of this contract, unless the Contractor has provided the Department with a written thirty (30) days termination notice and continued to perform the required services during the thirty (30) day period.

E. The Department may terminate the contract in whole or in part for the convenience of the Department.

F. If there is any damage, waste, theft and etc. by the Contractor or knowingly allows such activities, the contract may be immediately terminated by the Department. Examples are, but not limited to, damage beyond normal wear and tear to any equipment, structure or infrastructure, unauthorized consumption/use of any utility such as electricity or fuel, any type of damage of navigational aids and lights, and etc.

(XVIII) PAYMENTS

- A. If a Contractor uses a subcontractor or employee to perform the work or a portion of the work required under this contract, the subcontractor or employee must receive payment from the Contractor at least monthly. In the event the Contractor fails to pay the subcontractor or employee within seven days following receipt of the quarterly payment from the Department, the Department reserves the right to withhold any payment from the Contractor until such time the subcontractor or employee is paid.
- B. The Department reserves the right to withhold payment for contractual services of the Contractor and/or all subcontractors or employees who fail to attend all required training.
- C. Liquidated damages may be assigned for willful failure to comply with the terms of this contract.
- D. Payments to the Contractor by the Department for services provided under the terms of this contract will be based on monthly statements submitted by the Contractor to the Department Representative. The statement will be due no later than the tenth (10) calendar day of each month.
- E. Hour meter reading, equipment/license number and type of equipment for each piece of equipment shall be included with each monthly statement. The spaces for fuel used and estimated fuel remaining shall be completed on each monthly statement. Payment will not be processed without this information.
- F. The Department reserves the right to withhold payment of contractual services from the Contractor and/or all subcontractors or employees who perform any unauthorized alterations to State property or equipment in order to pay for repairs to reinstate to the original condition.
- G. The annual prices bid by the Contractor referenced on the Quote Submittal shall be inclusive of one full 12 month State of Alaska Fiscal Year period. Any contract duration which does not contain 12 full months of the State of Alaska's Fiscal Year shall be prorated beginning the Date of Award and paid accordingly with this contract and technical specifications.
- H. **Direct Deposit:** If the Contractor has not previously established direct deposit for payments with the State of Alaska, the Contractor's shall complete the Electronic Payment Agreement, currently located at http://doa.alaska.gov/dof/forms/resource/EDI_agreement.pdf and either mail or fax the completed form to the address or fax number as indicated.
- I. Payment will be made in accordance with AS 37.05.285 (a)(2).
- J. Prices are to remain firm for the first year of the contract. Price increases may be requested once per year for each renewable option. No retroactive price increases shall be granted. The Department has Thirty (30) days to approve the requested price increases.

(XIX) CONTRACTOR RESPONSIBILITIES

- A. **WORK OUTLINE:** The Contractor will be responsible for the services described below unless the Department Representative modifies the scope of work through a change order or a supplemental agreement.
- B. **DAILY INSPECTION SERVICES:** The Contractor shall conduct daily inspections of the airport by using a Department provided Daily Inspection Checklist. This completed checklist shall be kept on record for 12 months. The checklist shall note items that need repair, cleaning or replacement. The list will be used for reference when the Contractor performs maintenance in accordance with the terms of this contract. It should also be used as a reference when the Contractor notifies the Department

Representative of problems or conditions beyond the Contractor's capability. The Contractor shall conduct daily inspections of the airport and roadway(s) and note the following on a written list:

1. Operation of lighting systems and/or reflective cones, broken or burned out or missing equipment. If four lights in a row or eight lights total are inoperative and cannot be repaired and/or replaced, the Contractor will issue a Notice to Airman (NOTAM) to the appropriate Automated Flight Service Station (AFSS) or contact the Department Representative in order to enable the Representative to issue an appropriate Notice to Airman (NOTAM) placing the airport lighting system out of service.
 2. General conditions of the runway surface, parking apron, taxiway, roads, windsock(s), threshold panels and drainage. During the inspection particular emphasis should be given to potholes, icy or slippery conditions, the windsock(s) and the debris on or near these areas and/or structures. All deficiencies shall be repaired and/or removed as required.
 3. Contractor must be familiar with the location of all usable aircraft tie downs provided by the Department. This will allow the Contractor to make these tie downs available for a reasonably coordinated request.
 4. The Contractor shall report discrepancies requiring Department maintenance support to the Department Representative as soon as possible.
- C. **TRASH REMOVAL:** The Contractor shall provide, as needed, trash removal at the airport. Trash/debris shall be collected and removed from the airport and roadway property. Trash shall be disposed of at the nearest local sanitary landfill approved for disposal of garbage. The Contractor shall not allow trash to accumulate on State Property
- D. **TOOLS AND MISCELLANEOUS SUPPLIES:** The Contractor shall be responsible for furnishing and maintaining all minor hand tools and related safety equipment necessary for performance of this contract. The Contractor shall also furnish the following supplies: hand cleaner, paper towel, plastic liners for trash and any other minor supply items necessary for day to day compliance with this contract. The Department shall furnish supply items such as fuel, oil, lubricants, antifreeze and associated filters for use on all Department supplied equipment. Cutting edges and fasteners will also be provided for Department equipment. All items that are the responsibility of the Contractor must be included in the overall contract cost
- E. **SUPPLY AND EQUIPMENT STORAGE:** Department-owned storage space may be available for storage of Department-owned equipment, materials, and supplies used in the performance of this contract only. Items other than those owned by the Department shall not be stored Department Building without written consent of the Department Representative. The Contractor shall maintain all building spaces in a neat and orderly manner at all times

Prior to parking inside the Snow Removal Equipment Building (SREB), all equipment shall be cleared of excess snow and debris

If the airport has a heated equipment storage building, the Department may fill the fuel storage tanks as required with heating fuel. This will normally be accomplished at the beginning of each contract year unless otherwise specified by the Airport Manager. Heat in the SREB will be turned on four (4) hours prior to and 12 hours after snow removal operations. The Contractor shall maintain the storage space in a neat and orderly manner at all times. If equipment is not in use for extended periods, heaters should be turned off to conserve fuel.

The Contractor shall not use the electrical equipment room for storage. Storage of equipment, supplies, tools, etc. inside the electrical equipment room is prohibited

- F. NOTICE TO AND RELATIONS WITH THE PUBLIC:** The Department will provide a sign that the Contractor shall post in a readily visible and conspicuous location, outside of the airport maintenance facility or at the local Post Office.
- G. OTHER EMPLOYMENT:** The Contractor, if an individual, shall report other employment on the attached Notification of Employment Statement. This Statement must be forwarded to the Contracting Officer listed on this contract.
- H. TAXES:** The Contractor shall pay any federal, state, or local taxes incurred by it during performance of this contract
- I. ASSIGNMENT OF CONTRACT RESPONSIBILITIES:** The Contractor shall not subcontract this contract without the prior approval of the Department Representative. The Contractor shall be responsible for all aspects of this contract. Subcontractors shall be identified by the Contractor in accordance with the Standard Specifications for Airport Construction, Section 80, Prosecution and Progress at <http://www.dot.state.ak.us/stwddes/dcspsecs/assets/pdf/aptspecs/airportspecs.pdf> and Alaska Statute 36.30.115.

The Contractor shall submit a Contractor Self Certification for Subcontractors and Lower Tier Subcontractors, Form 25D-042, before the Contractor or any subcontractor subcontracts, sells, transfers, assigns, or otherwise disposes of the Contract or any portion of the Contract. The Department has authority to review subcontracts and to deny permission to subcontract work. The Department may penalize the Contractor for false statements or omissions made in connection with Form 25D-042.

- J. OTHER EQUIPMENT USED OR LEASED BY CONTRACTOR:** Unless authorized by the Department, if the Contractor leases any equipment from third parties for the performance of this contract, the Contractor will be solely responsible for reimbursement of any expense or liability associated with the rental agreement.
- K. WORK PERFORMED BY THE CONTRACTOR BEYOND THE SCOPE OF CONTRACT:** Any additional services performed by the Contractor, which require additional compensation, must be approved in writing by the Department, and signed by the Department Representative prior to commencement of any work.
- L. TRAINING:** The Contractor and any subcontractor may be required to attend Airport related training. The Department will notify the Contractor of the required training and will make all travel arrangements. All costs incurred will be the responsibility of the Department. Refusal to participate in State of Alaska provided training may result in termination of the contract. Contractors who fail to provide timely notification of cancellation of training attendance may be held financially responsible for the cost of the training.
- M. PRE-EXISTING DAMAGE:** The Contractor shall perform an initial inspection of all Department buildings, lighting systems, tanks and equipment associated with this contract for pre-existing damage. The Contractor shall document identified damage and submit the list to the Department Representative within one (1) week of contract activation
- N. GENERAL RESPONSIBILITIES:**
- 1. AIRCRAFT ACCIDENT AT THE AIRPORT:** If there is an aircraft accident or incident on the airport, the Department Representative must be notified as soon as possible.

- a. In the event a major accident occurs where serious injuries, or fatalities are involved, the Contractor will attempt to rope off the immediate area of the accident in an effort to keep unauthorized persons away. The Contractor will attempt to prevent persons from entering the accident area, except for law enforcement officers, local rescue and medical personnel, National Transportation and Safety Board (NTSB) representatives, State Division of Risk Management, and DOT/PF representatives.
 - b. The Contractor shall provide as much information as possible to the Department Representative concerning the accident. It is imperative that the weather and runway conditions be noted at the time of the accident. Photographs shall be taken of the accident aircraft, the surrounding area and any scattered pieces of wreckage. Pictures shall be taken from four (4) different directions, to provide a perspective of the accident from all viewpoints.
 - c. The Department Representative will assist the Contractor in completing a DOT/PF furnished aircraft accident report form
2. **STORING AND ORDERING SUPPLIES:** The Contractor is responsible for assuring all supplies and parts are stored properly labeled and stocked in a safe and practical manner. This includes new and used fuels, oils and lubricants, and replacement parts. The Contractor shall notify the Department Representative when parts and supplies are required, in a manner to assure timely procurement and delivery. The Contractor shall not order fuel from any source other than the Department Representative. If fuel is ordered other than through a Department Representative the Contractor shall be financially responsible and no reimbursement shall be made.
3. **SPILLS ON AIRPORT PROPERTY:** If a spill of any petroleum products including oils, fuels, lubricants, or solvents occurs on State property, the Contractor is responsible for assessing and containment of the spill and immediately notifying the Alaska Department of Environmental Conservation at (907) 269-3063 in Anchorage during normal business hours and (800) 478-9300 outside normal business hours in accordance with AS 46.03.755 and 18 AAC 75 Article 3 and the Alaska Department of Transportation Representative. The Contractor shall cordon off any spill site, photograph the area, and prepare a written statement of the event as soon after the event as practicable. The Contractor shall complete the Alaska Department of Environmental Conservation Oil & Hazardous Substances Spill Notification Form located at http://dec.alaska.gov/spar/PPR/docs/ADEC%20Spill%20Notification%20Form_rev06162014.pdf and fax to (907) 269-7648 and to the Alaska Department of Transportation Representative

In the event the Contractor, Contractor's Representative, subcontractors, or any employee causes a spill of fuel or other contaminants, the Contractor is responsible for reporting, containing, and cleanup of the spill. All costs associated with the cleanup of the spill, and any remediation that results from the spill shall be at no additional cost to the Department

4. **ELECTRICITY:** Where Department furnished electricity is not available, the Contractor will be responsible for providing electrical power for pre-heating Department equipment during winter months. The Contractor would supply a power source with a minimum of 2,000 watts/120 volts to plug in and pre-heat each piece of equipment

The Contractor shall be responsible for the judicious use of electricity whether it is Department or Contractor furnished at the airport SREB(s). SREB lights will remain off when not in use

5. **VANDALISM:** The Contractor will, to the best of its ability, protect all airport property from damage or vandalism and promptly inform the Department Representative and local law enforcement of any such occurrence.

6. **TRAFFIC FLOW:** The Contractor will perform the required services to assure a minimum amount of interference with aircraft or vehicle operations. The Contractor must clear the runway and move all equipment outside the lights when advised or aware that an aircraft needs to land or depart. In the event there is a safety reason for not complying, the Contractor shall immediately notify the landing aircraft of the situation.
7. **INVENTORY OF STATION MATERIALS:** The Contractor will be responsible for the sensible use of Department supplied materials, supplies, and parts shipped to the station. The Contractor will also maintain an inventory list of these items. The Contractor will note on the list whenever new items are received and added to the inventory, and when an item has been used.
8. **NOTICE TO AIRMEN (NOTAMS):** The Contractor is responsible for issuance of NOTAMS for the airport. If unable, the Contractor shall contact the Department Representative for assistance with the NOTAMS. The Department Representative may require the Contractor to issue NOTAMS directly to the FAAs light Service Station (FSS), under certain circumstances
9. **RUNWAY CONDITION AND CLOSURE PROCEDURES:** The Contractor shall follow the procedure for the issuance of NOTAMS.
 - a. Before beginning any work on the runway the Contractor shall contact the Automated Flight Service Station (AFSS) or the Department Representative to issue a Notice to Airman (NOTAM) stating "Personnel and Equipment on the Runway". When the work is completed the NOTAM shall be canceled by contacting the AFSS or Department Representative.
 - b. Before entering the runway, the Contractor shall make a "blind" radio transmission on the appropriate Common Traffic Advisory Frequency (CTAF) to announce his/her intentions. *For example: "Allakaket Traffic, Department Maintenance Grader is on the runway grading the surface."* After completing his/her work operation on the runway he will make a subsequent "blind" notice of his/her departure.
 - c. If at any time the Contractor determines that the runway is unsafe for use by aircraft, he shall contact the Department Representative or Automated Flight Service Station (AFSS) by the quickest means possible to inform them of the unsafe condition(s) and/or runway closures.
 - d. If it is necessary to close the runway due to unsafe conditions, climatic conditions, or work in progress the Department Representative shall be notified immediately.
10. **MAINTENANCE OF DEPARTMENT EQUIPMENT:** Only persons authorized by the Department Representative shall operate Department furnished equipment. The Contractor shall assure that Department furnished equipment is used only for airport and road maintenance associated with this contract. The Contractor will comply with the following:
 - a. Check coolant, hydraulic system, battery, air filter gauge and oil levels before starting equipment to be certain that all are in the recommended operating range
 - b. The equipment will be greased a minimum of once per week when being used. Transmission and final drives must be checked at this time. Check and/or replace oil and oil filters at factory recommended intervals. Used oil and oil filters shall be stored in suitable leak-proof containers within the equipment storage building. Check air filter gauges and inspect cutting edges and bolts as necessary. No material shall be dumped within or outside the building. The Department will be responsible for disposal of these materials.

- c. Hour meter readings for each piece of equipment shall be recorded on the Daily Checklist form in Appendix B.
- d. Prior to parking inside the Snow Removal Equipment Building (SREB), all equipment shall be cleared of excess snow and debris.
- e. Cutting edges will be changed whenever they are worn to within 1/4 inch of the moldboard.
- f. The fan belt and alternator belt shall be tight for proper cooling and battery charging. Should batteries become discharged they will be protected from freezing.
- g. Before freeze up begins, the Department Equipment Fleet will fill equipment with an antifreeze mixture that assures protection to at least minus 50 degrees Fahrenheit. At this time, a check of the radiator and all hoses for leaks and loose hose clamps shall be made. Used antifreeze shall be collected and stored in suitable leak-proof containers. No waste material shall be dumped within or outside the building. Inspect and test cranking and charging systems and all accessory heaters.
- h. Air cleaners must be checked and cleaned after or during each operation if conditions are severe. Otherwise, on heavy equipment, check every sixteen- (16) hours of use.
- i. All vertical exhaust pipes (stacks) shall be protected with rain caps or otherwise protected when the equipment is not being operated.
- j. If there are any problems with equipment that the Contractor is unable to repair, the Contractor will advise the Department Representative immediately. For example: If the cutting edges of a blade are worn, after notification, replacement edges will be sent to the Contractor who will replace the worn edges. If the Contractor is unable, for any reason, to perform work of this type the Department Representative shall be notified.
- k. The Contractor shall provide his own tools for performing routine equipment maintenance on Department supplied equipment. During non-routine maintenance such as an engine replacement, Department crews with appropriate tools will be sent to the site to accomplish the work.
- l. During the term of this contract, the Department may add, delete or substitute items of equipment. However, all such changes will be reasonable and not add to the Contractor's maintenance burden.
- m. The Department shall furnish all necessary fuel, oil, other lubricants, antifreeze and associated filters for use on all Department supplied equipment. The Contractor is responsible for these items when Contractor furnished equipment is required and/or used in accordance with the terms of this contract.
- n. In the event the Contractor or Contractor's Representative causes a spill of fuel or other contaminate, the Contractor is responsible for reporting, containing, and cleanup of the spill. All costs associated with the cleanup of the spill, and any remediation that results from the spill shall be at no additional cost to the Department.

O. MAINTENANCE FUNCTIONS

1. GENERAL MAINTENANCE ACTIVITIES: The Contractor will provide assistance to Department employees dispatched to the airport for maintenance and/or repairs. The Contractor will perform minor building maintenance as necessary to ensure the safety of the building and State property.

2. WINTER MAINTENANCE:

a. AIRPORTS:

- i. The Contractor shall begin snow control efforts at a time no later than when two (2) inches of snow or one half (1/2) inch of slush has accumulated on runway or taxiway surfaces. In all cases, the contractor shall begin snow removal efforts with sufficient time to allow completion of normal snow removal on the runway, taxiway and apron surfaces before the first scheduled air carrier flight departure or arrival. Snowdrifts and berms will not be allowed to develop on the airport's aircraft movement areas (inside the edge lights or cones) unless the storm is so severe that reasonable efforts to remove snow are unsuccessful. In these conditions, the Contractor may cease snow removal operations until the storm subsides to the point where snow removal efforts are effective. If such a condition develops the contractor will issue a Notice to Airman (NOTAM) to the appropriate Automated Flight Service Station (AFSS) or contact the Department representative in order to enable the representative to issue an appropriate Notice to Airman (NOTAM) describing the condition.
- ii. Runway, Taxiway and Safety Area shall be plowed free of loose snow full width and length. Snow shall be placed off aircraft movement areas so as not to create any hazardous conditions, future drifting and maintenance problems
- iii. Apron(s) will be plowed free of loose snow. Snow control on apron(s) will begin after the runway(s) and taxiway(s) have been plowed
- iv. Loose snow must be removed from the threshold markers, runway lights, reflectors, and all NAVAIDS using caution to avoid damaging or destroying these fixtures.
- v. After snow control efforts are completed all equipment will be returned to the SREB.
- vi. When present, slush shall be removed from the runway unless the surface is soft enough for the equipment to cause rutting. During spring break up or periods of heavy rain; runway, taxiway and apron shoulders and adjacent ditches will be cleared to assist drainage.
- vii. The Contractor will assure all cone markers or visibility enhancers and marker panels are positioned on the airport in accordance with the Appendix A "Airport Marking Standards for Unpaved Airports".

b. ROADWAYS

- i. Snow plowing operations will begin on roads only after airport snow control efforts have been completed

Snow control on roads need not begin until four (4) inches of loose snow has accumulated on the surface. Once roadway snow control has begun, snow and ice will be removed to the greatest extent reasonably possible.

- ii. During spring break up and periods of heavy rain, road shoulders and ditches will be graded and any debris removed to assist drainage.
- iii. If provided by the Department, culvert thaw wires will be activated by the Contractor when surface ice appears in drainage ditches and be de-activated by the Contractor when spring thaw has begun. The Contractor will notify the Department Representative **BEFORE** activating any thaw wires.

3. SUMMER MAINTNENANCE: Summer maintenance is only required if ***Service Period dates include May 1 through September 30.***

a. AIRPORTS:

- i. All areas on the airport where aircraft operate, except private leasehold property, will be maintained clear of rocks two (2) inches or more in diameter and any foreign objects. These areas will be maintained free of holes or depressions that exceed 3 inches in depth which may affect directional control of an aircraft. Should potholes, ruts, etc. develop, they will be smoothed out as soon as possible.
- ii. Once each summer, all brush and weeds will be cut around the runway, ramps, taxiways, runway and taxiway lighting and threshold markers and the SREB. The Contractor shall conduct minor brush cutting one hundred (100) feet beyond the edges of the runway and one thousand (1,000) feet beyond the thresholds/ends, unless these dimensions encroach upon other than airport property, in which case, cutting will terminate at the property line. All major brush cutting will be at the discretion of the Department and will be directed either by a Supplemental Agreement or new bid process.
- iii. Should potholes, ruts, or similar surface features develop, they shall be back filled and compacted with approved runway surface material.

b. DRAINAGE DITCHES – CULVERTS: All drainage ditches and culverts will be cleared of any debris that might obstruct drainage. The Contractor will notify the Department Representative if during routine inspection, a collapsed, blocked or otherwise obstructed culvert is discovered which is beyond the Contractor's ability to repair.

c. ROADWAYS:

- i. The Contractor will assist a Department Representative to maintain roadways in a smooth graded state over the entire width of the existing road surface. Roadways shall be crowned and sloped to allow proper drainage.
- ii. The roadway surface will be kept free of rocks three (3) inches or more in diameter.
- iii. All brush or trees must be maintained cut to ground level for a minimum distance of eight (8) feet from the edge of the traveled roadway surface.
- iv. Equipment will not be driven outside the limits above for clearing purposes without proper coordination with the Department Representative for permitting purposes.

d. **BRIDGE MAINTENANCE:** After spring breakup, the Contractor shall perform a thorough inspection of any bridges and associated apparatuses including approaches and decking. The Contractor will perform minor maintenance on any Department bridges that are on roadways covered by the terms of this contract. This maintenance will involve washed-out approaches, replacing deck planks or guardrail sections. If bridge repair is necessary, the Department will provide all materials for the Contractor to use when repairing bridge(s). If during routine inspection the Contractor notes major damage to bridge(s), the Contractor will immediately notify the Department Representative

4. **SIGNS, LIGHTS, MARKERS, & REFLECTORS:** The Department is responsible for the initial placement of windsocks, threshold markers, runway lights, reflectors, and signs. The Contractor will be responsible for replacing any damaged, missing, or burnt out items of this type in accordance with the Appendix C – Lighting / Visual Aids. Light lens **MUST** be replaced with the same color and style as the original.

Runway and taxiway lighting repairs by the contractor will be limited to those items on the lights above ground level unless there is direct coordination with the Department Representative and consultation with an electrician.

The Contractor will request from the Department representative any materials necessary to repair or replace these items. The Department will provide these materials unless the damage is due to negligence on part of the Contractor. In the event these items are damaged by the Contractor negligence, the Contractor will replace these items at no additional cost to the Department.

During the Contractor's routine inspections, any of these items needing repair will be marked on the inspection checklist.

(XX) DEPARTMENT RESPONSIBILITIES

A. DEPARTMENT REPRESENTATIVE:

The Department has assigned **the office of Rural Aviation District Superintendent, (907) 451-2226** as the Department Representative who will be available, during reasonable time periods, in order to provide coordination and direction to the Contractor concerning matters related to the terms and conditions of this contract

B. NOTAMS:

The Contractor shall advise the Department Representative of any hazardous conditions on the airport and will issue a NOTAM describing the condition. However, due to the remote nature of the Airport, lack of continual monitoring and unreliable communication facilities, it is often difficult to assure that NOTAMs are published for all conditions. Therefore, the Department will assure that a notice is continually published within the "Supplement Alaska" which advises pilots to use caution when operating into the Airport due to the frequent lack of surveillance for airport hazards. Pilots will also be advised to provide their own airport condition inspections before operating at the airport.

(XXI) DEFINITIONS

As used in this contract the following terms are defined as follows:

AKDOT. Alaska Department of Transportation & Public Facilities.

ADDENDA. Clarifications, corrections, or changes to the plans, specifications or other contract documents issued graphically or in writing by the Department after the advertisement but prior to the opening of proposals.

ADVERTISEMENT. The public announcement, as required by law, inviting bids for work to be performed or materials to be furnished.

AIRCRAFT MOVEMENT AREA. Runways, taxiways, and other areas of an airport that are used for taxiing, takeoff, and landing of aircraft, exclusive of loading ramps and aircraft parking areas.

AWARD. The acceptance, by the Department, of the successful bid. The award is effective upon execution of the contract by the Contracting Officer.

BIDDER. An individual, firm, corporation or any acceptable combination thereof, or joint venture submitting a bid for the advertised work.

CHANGE ORDER. A written order by the Department covering changes to the contract, within its general scope, and establishing the basis of payment and time adjustment, if any, for the work affected.

CONTRACT. The written agreement between the Department and the Contractor setting forth the obligations of the parties for the performance of the work. The contract includes the Invitation For Bids, Instructions to Bidders, Proposal, Maintenance Contract Form, Technical Specifications, and any Special Provisions, Drawings, Plans, Addenda, any change orders, directives or supplemental agreements that are required to complete the work in an acceptable manner, all of which constitute one instrument.

CONTRACTING OFFICER. The person authorized by the Commissioner to enter into and administer the contract on behalf of the Department. He has authority to make findings, determinations and decisions with respect to the contract and, when necessary, to modify or terminate the contract.

CONTRACTOR. The individual, partnership, firm, corporation, or any acceptable combination thereof, contracting with the Department for performance of prescribed work.

DEPARTMENT. The Alaska Department of Transportation and Public Facilities and its agents, officers, and employees.

EXTRA WORK. An item of work not provided for in the contract as awarded but found essential by the Contracting Officer for the satisfactory completion of the contract within its intended scope.

FSS. Federal Aviation Administration Flight Service Station

INVITATION FOR BIDS. The advertisement for proposals for all work or materials on which bids are required.

NOTAM. Notice to Airmen

NOTICE OF INTENT TO AWARD. The written notice by the Department announcing the apparent successful Bidder and establishing the Department's intent to award the Contract when all required conditions are met.

NOTICE TO PROCEED. A written notice to the Contractor to begin the work and establishing the date on which Contract time begins.

PROPOSAL. The offer of a bidder, on the prescribed forms, to perform the work at the price quoted.

SREB. Snow Removal Equipment Building

SPECIFICATIONS. A general term applied to all directions, provisions and requirements pertaining to performance of the work.

STATE. The State of Alaska acting through its authorized representatives, agents, officers, and employees.

SUBCONTRACTOR. An individual, partnership, firm, corporation or any acceptable combination thereof to which the Contractor sublets part of the contract.

SUBLET. The act of the Contractor entering into a contract with a subcontractor for the purpose of having the subcontractor perform the work or a portion of the work.

WORK. Work is the act of, and the result of, performing services, furnishing labor, furnishing equipment, furnishing supplies, and incorporating materials into the runway as required by the contract, and performing all other duties and obligations required by the contract.

(XXII) ATTACHMENTS

Attachment A – Airport Marking Standards for Unpaved Airports

Attachment B – Daily Checklist

Attachment C – Lighting / Visual Aids

Attachment D – Airport Public Notice of Representation

Attachment E – Notification of other Employment

Attachment A

AIRPORT MARKING STANDARDS FOR UNPAVED AIRPORTS

(Supersedes Design Memo No.1)

The following standards for runway markers will be used by Department of Transportation and Public Facilities (DOT&PF) staff in the design, construction, and maintenance of unpaved airports. These standards will be implemented when designing new airport improvement projects and maintaining all existing DOT&PF unpaved airports, AS ADEQUATE FUNDLING ALLOWS. Ultimately, all DOT&PF unpaved airports will be marked according to standards described below and shown in Figures 1 through 5. These standards have been reviewed and found acceptable by the FAA and supersede previous standards described in Aviation Design Memo.1. The standards begin with definitions of runway and runway safety area because the placement of markers depends on the designation of the boundaries of these areas.

Runway: A defined rectangular maneuvering area on an airport prepared and maintained for the landing or takeoff operations of aircraft. The runway is the only portion of an airport that should be used for aircraft landing and takeoffs. The runway is distinct and should be distinguished from other surfaces such as taxiways or safety areas and maintained accordingly. The dimensions of a runway are defined on the Airport Layout Plan (ALP) or, where an ALP does not exist, is outdated or is incorrect, the dimensions should be determined after consultation with the FAA. After the runway's length or width is established, these dimensions must be published in the Airports Facility Directory (Alaska Supplement) and the Airport Master Record (Form 5010). Subsequent changes to the runway length or width also must be promptly noted in these publications. Guidelines criteria used for determining runway dimensions on the different classes of airports may be found in FAA Advisory Circulars No. 150/5300-12 and 150/5300-4B.

Runway Safety Area: A rectangular area, centered on the runway centerline, which includes the runway (and stop way, in present) and runway shoulders. Safety areas are not intended for normal aircraft operations but enhance the safety for airplanes which undershoot, overrun, or veer off the runway and it provides accessibility for fire fighting and rescue equipment during such incidents. The safety area is cleared, drained, graded, and may be turfed, and must not have any potentially hazardous ruts, depressions, humps, or other surface variations. Safety areas are designed and maintained to support the movement of any aircraft allowed to use the airport without causing substantial damage. If a safety area cannot be maintained to this standard, the unusual and hazardous condition must be noted or the dimensions of the safety area must be reduced to include only the area that can be maintained free of conditions that might cause substantial damage to an aircraft. On airports which provide snow removal services the FAA regulations and advisory circulars required that snow be removed from safety areas only to the extent that aircraft on the runway do not make contact with snow banks. However, it is advisable to maintain the safety areas off the thresholds clear of significantly large snow banks and assure that all lights and markers are visible.

Guideline criteria used for determining safety area dimensions on the different classes of airports may be found in the FAA Advisory Circulars No. 150-5300-12 and 150-5300-4B. As is often the case in Alaska, it sometimes is impractical to construct an airport in accordance with these particular standards. In those instances, the FAA will work with airport operations on a case-by-case basis in order to establish alternative dimensions.

Threshold Marker Panels: Thresholds shall be marked with panels 2' high by 8' long. The panels shall consist of a white reflectorized background with orange reflectorized chevrons as illustrated in Figure 4. The panels shall be placed perpendicular to the runway centerline and in line with the runway threshold cone markers. If the runway has no lights/cone markers in place, threshold marker panels should be installed so that they will not have to be relocated whenever cone markers are added.

The inside edge of the panel shall be 15" from the extended designated edge of the runway. As illustrated in figures 1 and 2, at most airports the inside edge of the panels will normally be 5' outside of the outermost threshold light/ or cone marker. More than 5' distance should separate the inside edge of the panel and the outermost threshold light/cones if these lights/cones are placed closer than 10' to the designated runway edge.

On runways with narrow safety areas, it may be necessary to position the panel on supports or wing ramps outside of the safety area in order to maintain a 15' clearance from the runway edge (Figures 1 and 2).

Threshold cone markers shall be placed "outboard" only when the threshold is displaced or a taxiway exits the threshold (see "Threshold Cone Markers"). In these instances the marker panels may be placed more than 15' from the extended edge of the runway. Figure 3 illustrates where marker panels should be placed if threshold or cones are "outboarded".

If marker panels are mounted in a manner that allows for removal while maintenance upon the runway is being performed, care should be taken to assure that other fixed points of reference are available to guide crews relocating the panels and/or cone markers. The permanent fixed mounting of marker panels produces an additional benefit for maintenance crews by providing them with easily recognizable reference points which they can use to locate the designated boundaries of the usable runway and reference when relocating cone markers.

Runway Edge Cone Markers: Runway edges are delineated by orange cone markers with white reflective bands. Cone markers are a visual substitute for or in addition to lights and are positioned as if they are lights. The cone markers shall not be less than 14" nor exceed 36" in height, be frangible, and the reflective band shall be high intensity sheeting of sufficient width to meet FAA specifications for reflective markers (AC 150/5345-39B). The commonly used 36" high cone marker which has weighted (usually sand filled) breakaway base is ideal for this purpose.

Each longitudinal row of edge cone markers shall be parallel to the centerline and from 0' to 10' outside the edge of the designated runway. The area between the edge of the designated runway and the cone markers must support the aircraft's weight without causing substantial damage to the aircraft. If the

area between the cone markers and the edge of the designated runway cannot support an aircraft, markers should be positioned the same as lights, AC 150/5340-24 can be used as further reference when making these installations.

Taxiway Edge Cone Markers: Taxiway edges shall be delineated by using orange cone markers with blue reflective bands. The cones shall be placed not more than 10' from the edge of the designated taxiway surface and spaced longitudinally not more than 200' apart, the same as taxiway lights. The longitudinal spacing of the cone markers is influenced by the physical layout of taxiways. AC 150/5340-24 should be consulted if an airport has a confusing mixture of taxiways and aprons.

Runway Threshold Cone Markers: In order to further enhance threshold recognition for pilots and to supplement the presence of the threshold markers panels, cone markers shall be used to identify the runway threshold. Threshold cone markers shall be positioned the same as threshold lights in accord with AC 150/5340-24. Threshold cone markers shall use green and red reflective bands. Only the red color shall be visible from the runway side while only green shall be visible from the approach path.

On a runway exclusively used for visual operations, a total of 6 cone markers on each end shall be used; on an instrumented runway, 8 cones shall be used. It is advisable to use 8 threshold cone lights whenever there is any likelihood that a navigation aid and commissioned approach may be placed in service at the airport.

The cone markers shall be placed in a line perpendicular to the extended runway centerline and 2' – 10' off the designated ends of the runway. The outermost runway threshold cone markers shall be placed in line with the runway edge cone markers and the remaining runway threshold cone markers shall be spaced evenly at 10' intervals from the outermost cone marker toward the runway centerline (See figures 1 and 2). In all cases the two innermost runway threshold cone markers shall be separated at least 20' to allow for the passage of airport maintenance equipment.

On very narrow runway if the 10' spacing between runway threshold cone markers does not allow a 20' wide separation between innermost cone markers all of the runway threshold cone markers shall be spaced less than 10' apart in order to maintain the 20' separation in the center. If less than 10' spacing is used, it is important to assure that equal distance separates all cone markers. Marker spacing shall be as close to 10' apart as possible and in these particular instances the center area shall be exactly 20' wide.

Positioning threshold cone markers in outboard locations in order to achieve a wide center gap at the runway end shall not occur unless it is necessary to displace a threshold or establish a taxiway which exists in the threshold area. In these cases additional cone markers shall be placed along the edges of the displaced area or taxiway. When thresholds are displaced or relocated all cone markers shall be positioned in accord with the applicable standards outlined within AC 150-5340-24 (See Figure 3). Due to the complexities involved with this type of marking the FAA's Airport Division should be consulted.

Combined Cone Marker and Light Installations: Where runway lights are in place on unpaved airports, cone markers shall also be used to increase the daylight visibility of the thresholds and edges therefore

minimizing the potential of pilots misidentifying runway alignment or runway ends. It should be noted that these standards allow installation of cones without lights but require cone whenever an airport has lights in place. When lights and cones are in place on unpaved runways the cone markers may be:

- (1) Preferable, cone markers with tips removed can be placed over the light so that the light protrudes through the top of the cone and is readily visible to pilots (see Figure 5), or (2) placed in line with and immediately outboard (away from centerline) of each light. (Note: In the case when the cone is adjacent to and outboard of the light the cone could be slightly more than ten feet from the designated runway edge.) Since the heights of light fixtures vary (light heights vary from 14" to 30") it will not be practical to cut the top off the 36" high cones with weighted bases. In this case it is advisable to remove the tops from less expensive shorter ones.

Cone markers placed over the lights are intended for daylight operations only; the lights are used for after dark guidance. Hence, while reflective banks may be used, they are not required in these instances. Banks on the cones will correspond to the color of the respective light's lens.

Deviations: These standards deviate from the FAA Advisory Circulars in the following areas:

- (1) These standards allow for less than 10' spacing between threshold lights/cone markers on narrow runways. This condition is not addressed in the AC 150/5340-24.
- (2) AC 150-5340-24 recommends that a maximum height of light fixtures to be no greater than 14" when the fixture is placed 5' closer to the runway edge. Two inches (2") may be added to the light's height for every foot the light is moved outward from the runway edge until the 10' maximum distance is reached. However, at the 10' position a light 30" high is allowed.

AC 150/5345-39B which deals with retro-reflective markers calls for minimum and maximum heights of 14" and 30" but does not stipulate which positions the different height markers should occupy.

These standards allow cones 36" in height to be placed at any approved edge/threshold marker position, regardless of the distance from the runway, since it is improbable that the material they are constructed from would cause significant damage to an aircraft.

- (3) AC 150-50B suggests that on unpaved airports panel type markers be placed on the edge of the designed runway. These standards place the panel markers at least 15' further away from the actual operating surface of the runway in order to reduce the likelihood that an aircraft will strike panels.

Daily Inspection Checklist

Date: _____

Time: _____

Airport: Birch Creek

Inspector: _____

Weather: _____

	INSPECTION			NOTAMS	CONDITIONS or CORRECTIVE ACTION
	ITEMS	S	U	ISSUE XLED DATE DATE	
Facilities	1.) State Buildings general condition				
	2.) Doors				
	3.) Heaters				
	4.) Lighting				
	5.) Electrical				
	6.) Floors				
	7.) Cleanliness				
Surface Condition	1.) Ruts/Humps/depressions				
	2.) surface cracking				
	3.) Safety area free of obstructions				
	4.) Threshold markings				
	5.) Loose Rocks				
	6.) Compaction				
	7.) Ponding on surfaces				
Lighting	1.) Missing lights				
	2.) Inoperative lights				
	3.) Wind sock lights				
	4.) Rotating Beacon				
	5.) Obstruction Lights				
Indicator Aids	1.) Wind Sock operational				
	2.) Wind Sock condition				
	3.) REILs/VASIs/PAPIs				
	4.) Edge Cones/bands				
	5.) Segmented Circle				
Snow and Ice Control	1.) Runway Surface				
	2.) Snow berm setback/height				
	3.) Taxiway/apron surface				
	4.) Lighting & Signs Obscured				
Brush Control	1.) Safety areas				
	2.) Around lighting				
	3.) Segmented Circle				
Equipment	1.) Small equipment				
	2.) Snow Removal equipment				



Figure 660-1
Typical Threshold Detail
No Scale



Figure 660-2
Threshold Reflective Marker Details
No Scale



Figure 660-3
Reflective Cone Marker with Light
No Scale



Figure 660-4
Example Detail for Runway/Taxiway Edge Reflective Marker
No Scale

BIRCH CREEK AIRPORT PUBLIC NOTICE OF REPRESENTATION

Please call the below named Airport Contractor for the reporting of concerns or information on the above named contract.

Contractor: _____
Name (printed)

Phone: _____

Location where Contractor can be contacted: _____

If you are unable to contact the Contractor, please call the Airport Manager

_____ at _____.
(Name) (Phone #)

Contractor is required per terms and conditions of the contract to post this notice in a readily visible and conspicuous location, outside of the Airport Maintenance Facility or at the local Post Office.

Notification of Employment Statement

Mail or Fax to:

Department of Transportation & Public Facilities

- Supplies and Services – Attn: Eric Johnson

2301 Peger Road

Fairbanks, AK 99709

(907) 451-5102 (voice) - (907) 451-2313 (fax)

In accordance with Contract Number _____, I am providing notice of employment for compensation outside the scope of this contract. (Note: You are not required to disclose volunteer work unless it is a potential conflict with your State duties or you receive any type of compensation, including travel or meals.)

This employment or service consists of the following (describe in detail, attach separate sheet as needed):

Hours and days of the week _____

If you work as an independent contractor or a consultant, please attach a list of your clients.

Note: If your outside job duties are the same or similar to your State service, or if you will be dealing with people or entities with whom you deal or may deal as part of your official duties, you must explain why no potential conflict exists between your outside employment and your official duties. If a potential conflict exists, you must refrain from taking any action until it is approved by your designated ethics supervisor. (See AS 39.52.210.)

I certify that I will not use or allow the use of any State owned/operated facilities, supplies, equipment, vehicles, or personnel time and effort for any employment outside State service, and that my outside duties will not affect my usual State duties or duty hours in this Department. I certify to the best of my knowledge that my statement is true, correct, and complete. In addition to any other penalty or punishment that may apply, the submission of a false statement is punishable under AS 11.56.200 - AS 11.56.240.

(Signature)

(Date)

(Printed Name)

DOT&PF

Contractor: Please note that any change in your outside service or employment must be reported when it occurs and forwarded to the Regional Procurement Officer listed on the Contract.