

**Invitation for Quotes
Small Procurement for Construction**

**Alaska Veterans and Pioneer Home
Safety Fencing
Project No. ANC 23-28C**

You are invited to submit a quote to provide all labor, supervision, materials and permits to; install a security fence on the campus of the AVPH in Palmer Ak.

Quotes must be received before 2:00 PM local time June 29, 2023, by EMAIL Only at the address listed in the bid documents.

A site visit is scheduled for Wednesday, June 21 at 10:00 AM at 250 E. Fireweed, Palmer AK. 99645.

The project completion date is: 90 days after award.

Please direct all project or site related inquiries to Michael Fleming, Project Manager at (907) 269-7820 or michael.fleming@alaska.gov

Issued: June 15, 2023

Invitation for Quotes Small Procurement for Construction

Alaska Veterans and Pioneer Home Safety Fencing Replacement Project No. ANC 23-28C

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Issued: June 15, 2023

Scope of Work

**Alaska Veterans & Pioneer Home
Security Fence
Project No. ANC 23-28C**

PROJECT: Security Fence

FACILITY NAME: Alaska Veterans & Pioneer Home

PROJECT MANAGER: Michael Fleming, DFCS Project Manager
907 269-7820 michael.fleming@alaska.gov

FACILITY CONTACT: Craig Tallman, Maintenance Foreman
907 761-6531 craig.tallman@alaska.gov

ADDRESS: 250 E. Fireweed Ave, Palmer, Ak. 99645

SCOPE OF WORK:

Per the plans & Specifications Provide all labor, supervision, materials and permits to:

- Deliverables.
 - Project Schedule – prior to start of project
 - Install site perimeter fencing
 - Install approximately 800 LF of chain link fencing in accordance with proposal.
 - Install 3 ea., Access gates
 - Remove of and dispose of project debris
 - Redlines and construction drawing changes
 - Copies of permits
- Additive Alternate #1:
 - Provide and install approximately 500 lf of Split Rail Fencing

General Notes:

1. Contractor to obtain all necessary permits prior to starting construction.
2. All quantities shown herein are approximate. Contractor shall verify all quantities.
3. Locations depicted for the sidewalks and other existing features are approximate.
4. Contractor shall erect chain link fencing as determined by site visit and conferences with the Building Manager and Project Manager
5. Maintain access at entrance and exits throughout normal business hours.
6. Bidders shall determine the quantities of work to be done and materials to be furnished under the contract.
 - a. Bidders shall base their bid price on their estimated quantities.

7. Except as provided in specifications or special provisions, no allowance shall be made to the contractor for any increased expenses, loss of expected reimbursement or loss of anticipated profits suffered or claimed, from alterations in the quantities.
- Contractor verifications:
 - Utility locations and other existing features as depicted on the drawings are approximate.
 - Existing Utilities:
 - Contractor shall coordinate work accordingly with appropriate agencies, borough officials regarding overhead electrical, underground electrical and telecommunications lines and poles located within the project area.
 - Contractor shall comply with applicable Federal, State and local statutes, codes and guidelines and the electrical facility clearance requirements of the governing utility.
 - Hand digging is required within two feet of buried electrical cable.
 - Contractor shall be responsible for determining the exact location of all existing utilities within the limits of construction, whether or not said utilities are depicted on the plans. This responsibility includes contacting utility companies for locations or potholing prior to construction. Any damage to existing utilities during construction is the responsibility of the contractor.
 - Contractor shall follow all City of Palmer regulations for noise; hours of operations; and dust control
 - Cleanup and Topsoil:
 - Work and materials required for removal of liter, or debris that exits within the project limits shall be considered incidental to the contract or project. No separate payment shall be made.
 - Minimize off-site vehicle tracking of sediments; sweep the site entrances and exits during construction when soils accumulate to depths greater than one-fourth (1/4") inch.
 - Water exposed soils as necessary to control dust generation.
 - Construction activities shall be monitored on a daily basis to determine if tracking of dirt, material and debris onto adjacent roadways has occurred.
 - Any necessary cleanup shall be accomplished on a daily basis.
 - Contractor shall restore disturbed property and grounds to pre-construction condition(s) or better, unless otherwise directed by the project engineer or project manager.
 - Payment for restoration of disturbed property shall be considered incidental to the contract or project and no separate payment shall be made.
 - Excavation and Fill:
 - No organic or other deleterious material shall be utilized for backfill.
 - Dewatering is not anticipated for this project. If dewatering is required, water resulting from contractors dewatering effort may not be pumped or otherwise diverted into existing storm drains or sewers unless permits are obtained by the contractor, including, but not limited to, those required by the local government.
 - Contractor shall provide copies of necessary permits and approvals to the project engineer or project manager.
 - Attachments:



**STATE OF ALASKA
DEPARTMENT OF FAMILY & COMMUNITY SERVICES
FMS FACILITIES**

**SMALL PROCUREMENT QUOTE SUBMITTAL
(CONSTRUCTION RELATED)**

[per AS 36.30.320(a)]

Project Name & No.: <u>Alaska Veterans and Pioneer Home Security Fence # ANC 23-28C Addendum</u> Location: <u>250 E Fireweed Palmer, Ak. 99645</u>	Procurement Agency and Address: <u>State of Alaska, DFCS/FMS Facilities</u> <u>3601 C Street, Suite 390</u> <u>Anchorage, AK 99503</u> <u>(907) 269-7820 / Fax: (907) 334-2689</u> michael.fleming@alaska.gov																				
Contracting Officer: Janelle Earls, Division Operations Manager	Date of Issuance: June 15, 2013 Bid is Due: June 29, 2013 @ 2:00 pm																				
QUOTE: Offerors must read all attachments to this schedule. Provide all labor, supervision, permits and materials to; Install a Security Fence on the Campus of the AVPH in Palmer Ak. See scope of work.																					
<table style="width:100%; border: none;"> <tr> <td style="width:70%;">a. Lump Sum Total Basic Bid</td> <td style="width:30%; text-align: right;">\$ _____</td> </tr> <tr> <td>b. Additive Alternate #1 Bid</td> <td style="text-align: right;">\$ _____</td> </tr> <tr> <td>c. Alaska Bidder's Preference - (5% of Basic Bid)</td> <td style="text-align: right;">\$ _____</td> </tr> <tr> <td>d. Alaska Bidder's Preference for (5% of Additive Alternate #1)</td> <td style="text-align: right;">\$ _____</td> </tr> <tr> <td>e. Alaska Veterans Preference - 5% of Basic Bid (May not exceed \$5,000)</td> <td style="text-align: right;">\$ _____</td> </tr> <tr> <td>f. Alaska Veterans Preference – 5% of Basic Bid + Additive Alt #1 (May not exceed \$5,000)</td> <td style="text-align: right;">\$ _____</td> </tr> <tr> <td>g. Alaska Products Preference - (Attach worksheet(s))</td> <td style="text-align: right;">\$ _____</td> </tr> <tr> <td>h. Adjusted Basic Bid: (a - c - e - g - j)</td> <td style="text-align: right;">\$ _____</td> </tr> <tr> <td>i. Adjusted Basic Bid + Adjusted Add. Alt #1: (a + b - c - d - f - g)</td> <td style="text-align: right;">\$ _____</td> </tr> <tr> <td>j. Adjusted Basic Bid + Adjusted Add. Alt #1 + Adjusted Add. Alt #2 (a + b - c - d - e - f - g - h - i - j)</td> <td style="text-align: right;">\$ _____</td> </tr> </table>		a. Lump Sum Total Basic Bid	\$ _____	b. Additive Alternate #1 Bid	\$ _____	c. Alaska Bidder's Preference - (5% of Basic Bid)	\$ _____	d. Alaska Bidder's Preference for (5% of Additive Alternate #1)	\$ _____	e. Alaska Veterans Preference - 5% of Basic Bid (May not exceed \$5,000)	\$ _____	f. Alaska Veterans Preference – 5% of Basic Bid + Additive Alt #1 (May not exceed \$5,000)	\$ _____	g. Alaska Products Preference - (Attach worksheet(s))	\$ _____	h. Adjusted Basic Bid: (a - c - e - g - j)	\$ _____	i. Adjusted Basic Bid + Adjusted Add. Alt #1: (a + b - c - d - f - g)	\$ _____	j. Adjusted Basic Bid + Adjusted Add. Alt #1 + Adjusted Add. Alt #2 (a + b - c - d - e - f - g - h - i - j)	\$ _____
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I have reviewed the bid documents, with addenda _____, and understand the scope of services and conditions required for Project number ANC 23-28C . I agree to furnish all necessary labor, materials, and equipment for the above amount(s). The Work shall be accomplished in a professional manner acceptable to the Procurement Officer.																					
Contractor _____ Contractor Reg. No. _____ Authorized Signature _____ Title _____ Address _____ Business License # _____ EIN or SSN _____ Phone # _____ Offeror is Claiming: <input type="checkbox"/> Alaska Bidder Preference <input type="checkbox"/> Alaska Products Pref. (worksheet) <input type="checkbox"/> Alaska Veteran Preference																					
..... Procurement Officer: _____ Date of Receipt of Bid: _____																					

Offeror to Complete this Portion



STATE OF ALASKA
DEPARTMENT OF FAMILY & COMMUNITY SERVICES
FMS FACILITIES

INVITATION FOR QUOTES FOR
A SMALL PROCUREMENT
(CONSTRUCTION RELATED)

[per AS 36.30.320(a)]

Project Name & No.: <u>Alaska Veterans & Pioneer Home – Safety Fence, Project # 23-28C-Addendum</u> Location <u>250 Fireweed Avenue, Palmer AK, 99645</u>	Procurement Agency and Address: <u>State of Alaska, DFCS/FMS Facilities</u> <u>3601 C Street - Suite 390</u> <u>Anchorage, AK 99801</u> <u>(907) 269-7820</u> michael.fleming@alaska.gov
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Contracting Officer: <u>Janelle Earls, Division Operations Mgr</u>	Date of Issuance: <u>6/15/2023</u>
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DESCRIPTION OF WORK, REQUIRED COMPLETION DATE, LISTING OF ATTACHMENTS:

Provide all labor, supervision, permits and materials to; Install a Security Fence on the Campus of the AVPH in Palmer Ak. and Additive alternate for a split rail fence. See scope of work for additional mandatory compliance.

Quotes that exceed \$25,000 must file mandatory bi-weekly certified payrolls - See SPECIAL NOTICE TO BIDDERS for other pertinent DOLWD requirements. Work shall be completed by **August 30, 2023**

To be considered responsive, Contractor must provide a current copy of their business license and any required registrations with their Quote Submittal.

The Project cost estimate is: under \$ 10,000 10,001 - \$ 50,000 \$50,001-\$ 100,000 \$100,001-\$ 200,000 *

***Base Bid Quotes in excess of \$200,000 will be deemed non-responsive.**

Davis-Bacon Wages (Title 36.05) will be required if the project cost is \$25,000 or more. At that amount, online filing with Dept. of Labor and certified payrolls will also be required by the contractor.

The following insurance is required: Workers Comp General Liability Automobile

Quotes for furnishing all labor, equipment and materials and performing all work for the above Project are invited. All quotes must be received before **2:00 PM** local time on the **6/29/23**. Late quotes cannot be accepted. Disadvantaged Business Enterprises (DBE's) may submit quotes and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award which results from this invitation. Any errors, omissions, or questions pertaining to solicitation procedures or project requirements, requests for additional documents, or inquiries pertaining to site conditions or scheduled visits must be made to: Michael Fleming, BMS at email michael.fleming@alaska.gov or telephone at 1 (907) 269-7820. Applicable provisions of AS 36.30 and 2 AAC 12 govern this solicitation.

SUBMITTAL OF QUOTES: Quotes for this project must be submitted in the manner noted below. All contractors must familiarize themselves with the *Instructions to Bidders*, page 2 of this form, prior to submitting their quote.

- VERBAL QUOTES SHALL BE GIVEN TO _____ AT THE ABOVE NOTED TELEPHONE NUMBER, PRIOR TO THE STATED DEADLINE.
- WRITTEN QUOTES, INCLUDING AMENDMENTS OR WITHDRAWALS, MUST BE RECEIVED PRIOR TO THE ABOVE NOTED DEADLINE. QUOTES MUST BE SUBMITTED ON FORM SPC-002, QUOTE SUBMITTAL, ATTACHED.

Written quotes will be submitted by email to michael.fleming@alaska.gov.

Quote for Project:	Procurement Agency Address:
Name: <u>Alaska Veterans & Pioneer Home Security Fence</u>	<u>Dept. of Family & Community Services/Facilities</u>
Number: <u>ANC 23-28C</u>	<u>3601 C Street Suite 390</u>
Attn: <u>Michael Fleming, BMS</u>	<u>Anchorage, AK 99501</u>

Quote amendments or withdrawals must be made in writing to the individual of the Procurement Agency receiving the quotes and must be received prior to the time for quote submittal.



STATE OF ALASKA
DEPARTMENT OF FAMILY & COMMUNITY SERVICES
FMS FACILITIES

INVITATION FOR QUOTES FOR
A SMALL PROCUREMENT
(CONSTRUCTION RELATED)

INSTRUCTIONS TO BIDDERS

The State of Alaska desires that all contractors submitting quotes on construction contracts are given a fair and equal opportunity to compete. Contractors are required to follow these instructions:

REVIEW THE PROJECT DOCUMENTS: Most construction projects in excess of \$1,000 will have some type of written documentation prepared expressly for the work. If you are asked to submit a quote and no written information has been provided, you should ask the procurement agency for written documentation. If the scope of services has been described to you verbally, and you are selected for contract award, you must ensure that the information of the services to be performed (scope of work) is put in writing prior to accepting the contract. When providing a quote, carefully review and consider all materials related to the solicitation and work of the contract. **By submitting a quote the contractor warrants that they are familiar with the project requirements, have visited or otherwise examined the site, and are aware of the conditions to be encountered.** Contractors can verify the contents and completeness of their documents by contacting the procurement agency individual named on the front of this form.

SUBMITTING THE QUOTE: The quote must be submitted in one of the following formats as called for in the invitation:

1. **VERBAL** – in addition to the quote, the contractor must provide the following information: (1) their valid Alaska Business License number, (2) if applicable, proof that they are an Alaskan Veteran Bidder, (3) if applicable, valid Contractor's Registration number, (4) their intended use of Alaskan products, (5) the carrier's name and policy number for their Workers' Comp Insurance (or a statement of sole proprietorship, if applicable), (6) mailing address, and (7) the Employer (Tax) Identification Number or Social Security Number. The Procurement Agency will enter this information on the quote schedule.
2. **WRITTEN** - if a written quote is solicited, the contractor must complete, in ink or typewritten, the *Small Procurement Quote Submittal Form* SPC-002. Failure to acknowledge receipt of addenda or to execute the form correctly and completely may disqualify the quote.

NOTE: The Department of Labor requires a contractor to be licensed and registered for the required type of work prior to submitting a quote. If the procurement agency determines that the contractor is improperly registered or licensed, their quote may be deemed nonresponsive.

SUBCONTRACTOR LISTING: Subcontractors intended to be utilized on this contract must be listed in the response to the solicitation. Work shall not be awarded to any subcontractor without prior approval from the procurement agency. Subcontractors may be added or removed only as approved by the procurement agency.

DETERMINATION OF THE LOWEST RESPONSIBLE QUOTE AND CONTRACT AWARD: Following receipt and determination of all **responsive** oral, written or sealed quotes, the procurement agency will compare the quotes and determine the lowest quote. If the procurement agency discovers a discrepancy between the unit price and the extended amount; the unit price will prevail. Conditioned quotes, unless expressly requested, will not be considered. When the quote schedule is composed of a basic amount with alternates, the procurement agency will base its determination of the low quote and the amount of the contract award solely upon those quotes, basic and alternates that are priced within the extent of available construction funds. Alternates will be considered for award in the order listed, except that if the order of award is not affected, the award may include any combination of funded alternates, or none, as may be in the best interest of the procurement agency.

When determining the lowest quote, the procurement agency will also give a 5% Alaska Bidder, 5% Alaska Veteran preference, and an appropriate Alaska Products preference to quotes designating the applicability of any of these preferences. To qualify for the Alaska Bidder preference (per AS 36.30.170) the person must (1) hold a current Alaska business license, (2) submit the quote for goods or services under the name appearing on the business license, (3) has maintained a place of business within the state staffed by the bidder, or an employee of the bidder, for a period of six months immediately preceding the date of the quote; (4) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a limited liability company organized under AS 10.50 and all members are residents of the state, or is a partnership under AS 32.05 or AS 32.11 and all partners are residents of the state; and, (5) if a joint venture, is composed entirely of venturers that qualify under (1) - (4) of this subsection. AS 36.30.170(b). If a bidder qualifies for the Alaska Bidder preference, under AS 36.30.170(b), and is a qualifying entity as defined in AS 36.30.175, they will be awarded an Alaska Veteran preference of five percent (5%). The preference will be given to a (1) sole proprietorship owned by an Alaska Veteran; (2) partnership under AS 32.06 or AS 32.11 if a majority of the partners are Alaska Veterans; (3) limited liability company organized under AS 10.50 if a majority of the members are Alaska Veterans; or (4) corporation that is wholly owned by individuals and a majority of the individuals are Alaska Veterans.

Upon request, a booklet fully describing the Alaska Products preference program is available from the procurement agency.

The procurement agency will make a determination of **responsibility** as required by 2 AAC 12.500. If the lowest contractor is declared responsible, the procurement agency will execute the *Notice of Award / Notice to Proceed*, Form SPC-003, and send it to the contractor for acknowledgement. If the lowest contractor is found to be nonresponsive, this process will be repeated with the second lowest contractor -- and so on until the lowest responsive and responsible contractor is determined.

NOTICE OF AWARD AND PROTEST: A written notice will be provided on all awards exceeding \$25,000 (2 AAC 12.400(h)). All protests must be filed with the Commissioner of the procurement agency (or designee) and copied to the Procurement Officer. Protest procedures are described in AS 36.30.560 and 2 AAC 12.695. The extent of the protest remedy is limited to quote preparation costs (AS 36.30.585).

NOTICE TO BIDDERS

In order for bids to be considered responsive, the following items must be completed on the Small Procurement Quote Submittal (Construction Related) form (Form SPC-002):

1. Complete all prices and figures as indicated on the Quote Submittal (Form SPC-002) portion of the form, unless indicated otherwise.
2. Complete the Contractor's firm name and authorized signature lines.
3. Enter a valid Alaska Business License number and, if applicable, a valid Contractor's Registration number.
4. Include a current copy of your Contractors license and any required registrations with the Small Procurement Quote Submittal (Construction Related) form (Form SPC-002)

ALASKAN PREFERENCES

Alaska Bidders Preference

To qualify for the Bidder's Preference (per AS 36.30.170), the bidder must:

1. Hold a current Alaska Business License.
2. Submit the bid under the name appearing on the license.
3. Has staffed and maintained a place of business in Alaska for the previous six (6) months.
4. Is incorporated or qualified to do business under the laws of the State.

Alaska Veterans Preference

To qualify for the Veterans Preference (per AS 36.30.175), the bidder must:

1. Qualify for the Alaska Bidder's Preference
2. Add value by actually performing the services or have prior experience in selling the supplies.
3. Qualify as an Alaska Veteran
4. The value of the preference cannot exceed \$5,000.

Alaska Products Preference

If applicable, the use of Alaska Products can be claimed on the Alaska Products Preference Worksheet (Form SPB -007). Eligible products can be obtained by contacting the local Department of Commerce & Economic Development office. **WARNING:** If the use of Alaska Products is claimed, the contractor will be mandated to use the specified products in the performance of the contract.

The Adjusted Basic Bid amount will be used for the determination of the low responsive bidder. Once determined, the contract will be awarded for the Total Basic Bid Amount.

CONTRACT AWARD

The apparent low responsive bidder will be required to submit the following documents prior to Contract Award:

1. Project specific requirements, if any, as noted on the Invitation for Quotes.
2. A Certificate of Insurance indicating the insurance coverage outlined on the Invitation for Quotes.
3. Current copies of both the valid Alaska Business License and, if applicable, a copy of the valid Contractor's Registration; and
4. List all subcontractors to be used on the project (form included in bid packet).
5. Copy of a completed Notice of Work form filed with the Dept. of Labor **if required** (see Special Notice to Bidders in packet).



STATE OF ALASKA
DEPARTMENT OF FAMILY & COMMUNITY SERVICES
ALASKA PRODUCTS PREFERENCE WORKSHEET
SMALL PROCUREMENT CONTRACT
(CONSTRUCTION RELATED)

Project Name: Alaska Veterans & Pioneer Home Safety Fence

Project Number: ANC 23-28C

Procurement Agency: DFCS/FMS Facilities Contractor: _____

PRODUCT	MANUFACTURER	CLASS & PREFERENCE PERCENTAGE	TOTAL DECLARED VALUE	REDUCTION AMOUNT
			TOTAL	



ALASKA VETERAN'S PREFERENCE AFFIDAVIT

In response to the Invitation to Bid for:

Alaska Veterans & Pioneers' Home – Safety Fence – Project #ANC 23-28C

I certify under penalty of perjury that _____
(Name) qualifies for the Alaska Veteran's Preference under the following conditions:

(a) If a bidder qualifies under AS 36.30.170(b) as an Alaska bidder and is a qualifying entity, a five percent bid preference shall be applied to the bid price (preference may not exceed \$5,000). In this subsection, "qualifying entity" means a:

- (1) Sole proprietorship owned by an Alaska Veteran.
- (2) Partnership under AS 32.06 or AS 32.11 if a majority of the members are Alaska Veteran's.
- (3) Limited Liability Company organized under AS 10.50 if a majority of the individuals are Alaska Veterans.
- (4) Corporation that is wholly owned by individuals and a majority of the individuals are Alaska veterans.

(b) To qualify for a preference under this section, a bidder must add value by the bidder itself actually performing, controlling, managing and supervising a significant part of the services provided, or the bidder must have sold supplies of the general nature solicited to other state agencies, governments, or the general public.

(c) In this section, "Alaska Veteran" means an individual who is a:

- (1) Resident of this state; and
- (2) Veteran; means an individual who:

(A) Served in the:

- (i) Armed Forces of the United States, including a reserve unit of the United States armed forces; or
- (ii) Alaska Territorial Guard, the Alaska Army National Guard, the Alaska Air National Guard, or the Alaska Naval Militia; and

(B) Was separated from the service under a condition that was not dishonorable.

Authorized Signature

Printed Name

Date



**STATE OF ALASKA
DEPARTMENT OF FAMILY AND COMMUNITY SERVICES**

**NOTICE OF AWARD (NOA)
SMALL PROCUREMENT CONTRACT
(CONSTRUCTION RELATED)**

[per AS 36.30.320]

Project Name & No.: <u>Alaska Veterans and Pioneer home Safety Fence – ANC 23-28C</u> Location: <u>250 E. Fireweed Ave, Palmer, Ak. 99645</u>	Procurement Agency and Address: Dept. of Family & Community Services FMS Facilities 3601 C Street, Suite 390 Anchorage, AK 99503 michael.fleming@alaska.gov
Contracting _____ Officer's Signature: Janelle Earls, Division Operations Mgr	Date of Issuance: 05/ /2023

TO: _____ _____ _____	FOR: Work related to Basic Bid of: <u>ANC 23-28C</u> including the basic quote. and alternate quote item(s): _____	<table border="1"> <tr> <td>The Contractor Must Submit:</td> </tr> <tr> <td>Insurance</td> </tr> <tr> <td>Bonding*</td> </tr> <tr> <td>Certified Wages**</td> </tr> <tr> <td>Subcontractor List***</td> </tr> </table>	The Contractor Must Submit:	Insurance	Bonding*	Certified Wages**	Subcontractor List***
The Contractor Must Submit:							
Insurance							
Bonding*							
Certified Wages**							
Subcontractor List***							
<p>* Bonding - If contract bid amount exceeds \$100,000, Performance & Payment Bonds will be required for 100% of bid amount. ** Certified Wages – Contracts over \$25,000 require bi-weekly Certified Payroll be submitted to the Dept. of Labor (see Special Instructions to Bidders form) *** Subcontractor List – Contractor will be required to submit a Subcontractor list if they are utilized</p>							
<p>Your quote in the amount of \$ _____ submitted on 05/ /2023, is accepted for performance of the Work described in the attached Invitation for Quotes (Form SPC-001), and the quote as submitted on the <i>Small Procurement Quote Submittal</i> (Form SPC-002), which are a part of this Contract.</p>							
<p>The Contractor must sign, date, and return this document by EMAIL ONLY to: michael.fleming@alaska.gov . The Procurement Officer will then sign and return a copy to the Contractor, and the Award will be deemed made.</p>							
<p><i>The Work of this contract may not commence until the Notice to Proceed (NTP) is issued.</i></p>							
Contractor's Signature of Contract Award Acceptance: _____		Date : _____					
NOTICE TO UNSELECTED OFFERORS ON PROJECTS OVER \$ 25,000							
<p>In accordance with the protest rights afforded under 2 AAC 12.400(d)(2)(B) & (3), a copy of this Notice of Award is hereby provided to those individuals and businesses who submitted a response to the initial solicitation on which this award is made.</p>							



STATE OF ALASKA DEPARTMENT OF FAMILY AND COMMUNITY SERVICES

NOTICE OF AWARD (NOA) SMALL PROCUREMENT CONTRACT (CONSTRUCTION RELATED)

GENERAL CONDITIONS

[Construction Procurement under AS 36.30.320]

These terms, conditions and requirements apply to the Contract Documents describing the Work for the Project. If any provision of these Contract Documents is declared by a court to be illegal or in conflict with any law, the validity of the remaining provisions and the ensuing rights and obligations of the Parties to the contract shall not be affected.

Whenever used in these Contract Documents, the following terms shall have the indicated meaning. Any term not so defined shall have its ordinary meaning.

- **Approved or Approval** - means written approval by the Procurement Officer or authorized representative.
- **Award** - means the written acceptance of the lowest responsive and responsible quote by the Procurement Agency.
- **Contract Documents** - includes the *Invitation for Quotes for a Small Procurement*, Form SPC-001 (with Instructions - if issued), the *Notice of Award / Notice to Proceed*, Form SPC-003, any addenda, written changes, or attachments as noted in the description of the Work.
- **Procurement Officer** - the person authorized to enter into and administer the contract on behalf of the Procurement Agency.
- **Parties to the Contract** - includes the Procurement Agency, the owner Agency representing the State of Alaska, and the Contractor, being the entity contracting with the owner Agency for performance of the Work.
- **Project** - The total construction, of which the Work performed under the Contract, is the whole or part.
- **Project Manager** - the Procurement Officer's authorized representative, responsible for Contract administration.
- **Work** - is the act of, and the result from, performing services, furnishing labor, furnishing and incorporating materials and equipment into the Project and performing other duties and obligations, all as required by the Contract Documents.

1. The Procurement Officer (or authorized representative) has the authority to make findings, determinations and decisions with respect to the contract; to Approve materials, Work and payment; therefore, and to modify or terminate the contract on behalf of the Procurement Agency.
2. The Contractor shall have sole responsibility for the means, methods, sequences, or procedures of construction and safety precautions related to the Project. The Contractor shall conduct all Work in such a manner that protects the public and State resources.
3. The Contractor must comply with all applicable laws, regulations, codes, ordinances and written directives issued by the Procurement Officer. In addition, the Contractor must obtain applicable licenses and permits; provide supervision, labor, tools, and new materials (except as may otherwise be provided by the Procurement Agency); and utilize Alaska Products and Wood Products when applicable (see AS 36.05.010 & AS 36.30.322). **Hazardous Materials:** The CONTRACTOR is to be aware under 29 CFR 1926.1101(k)(2)(ii) Construction Industry Standards, any building or facility constructed prior to 1980 may contain suspected Hazardous Materials. All known or perceived known Hazardous Materials information will be provided by the DEPARTMENT's facility staff to the CONTRACTOR upon request. Any new suspected Hazardous Materials encountered by the CONTRACTOR shall be made known to the DEPARTMENT within 3 business days of discovery. Once notified the DEPARTMENT will have an Environmental Assessment completed to verify if hazardous materials exist.
4. The Contractor shall not award Work to any subcontractor without prior Approval from the Procurement Officer.
5. The Procurement Agency reserves the right to make written changes to the Contract Documents for modifications within the general scope of the Work.
6. Any act or occurrence be it a result of an emergency, differing site condition or change order, which may form the basis of a claim for a price or time adjustment must be reported immediately to the Procurement Officer.
7. **The Department of Labor and Workforce Development, Wage and Hour Administration, must be notified in accordance with AS 36.05.010 and AS 36.05.030 if the resulting contract for repairs or construction exceeds \$25,000.** The Contractor must comply with the requirements noted within the Department of Labor packet entitled, "Laborers' & Mechanics' Minimum Rates of Pay." To obtain a copy of the referenced packet, contact the Procurement Agency or the Department of Labor.
8. The primary contractor working on public construction projects with an amount of \$25,000 or more must file a Notice of Work and pay a one percent fee based on the estimated value of work performed by the prime contractor and one percent of the value of each subcontractor's price, to the Department of Labor and Workforce Development, Wage and Hour Administration (DOLWD) - The maximum fee is \$5,000.00. The notice and fees must be filed with the DOLWD before work commences on the project.

Upon completing the construction project, the primary contractor must file a Notice of Completion (NOC) and make payment of any additional fees due to increases in the contract amounts due the primary contractor. Contractor must file the Notice of Work and Notice of Completion online. Please call the Dept. of Labor for instructions and/or assistance in filing (<http://labor.alaska.gov/lss/whhome.htm>).

9. The Contractor shall indemnify, save harmless, and defend the Procurement Agency, its agents and its employees in accordance with Appendix B1. Furthermore, the Contractor shall, prior to the Award of the contract, provide proof of Workmen's Compensation, General Liability, and Automobile Insurance in amounts as applicable under Appendix B1. These coverages shall remain in force for the duration of the Contract.
10. The Contractor shall remedy all defects in materials or workmanship that develop within a period of one year from the date of final payment.
11. The Procurement Agency will make final payment to the Contractor following approval of completion of all Work and the Contractor's submittal of all releases, warranties, record documents, permits and invoices. Liens or other claims relating to the Project may be withheld from final payment if written notice is first given to the Contractor. Acceptance of the final payment will constitute the Contractor's waiver to future claims.
12. Any dispute arising out of this Contract, which cannot be satisfactorily remedied by the Parties to the Contract, shall be resolved under

**APPENDIX B'
BONDS, INDEMNITY, AND INSURANCE**

Article 1. Bonds

If Required and Noted on Page one of the Notice of Award Form SPC-003, the CONTRACTOR shall furnish Performance and Payment Bonds, each in an amount as shown on the Contract as security for the faithful performance and payment of all CONTRACTOR'S obligations under the Contract Documents. These bonds shall remain in effect for one year after the date of Final Acceptance and until all obligations under this Contract, except special guarantees as per 12.7, have been met. All bonds shall be furnished on forms provided by the DEPARTMENT (or copies thereof) and shall be executed by such Sureties as are authorized to do business in the State of Alaska. The Contracting Officer may at his option copy the Surety with notice of any potential default or liability.

At the option of the CONTRACTOR, bonds may be provided by individual Surety the adequacy of which shall be determined by the Contracting Officer. Any costs incurred by the CONTRACTOR or individual Surety shall be borne by the CONTRACTOR. Where individual Sureties are used, two individual Sureties must each provide the State of Alaska with security equal to the amount of each bond by one, or a combination of, the following methods:

- a. Escrow account in the name of the DEPARTMENT for the duration of the Contract. Acceptable securities would include, but not necessarily be limited to: Cash; treasury notes; bearer instruments having a specific value, or; money market certificates.
- b. First *Deed of Trust* with the DEPARTMENT designated as beneficiary, against the unencumbered value of the real property located within the State of Alaska or an agreement by any second party, including deeds of trust, mortgage, lien or judgment interests to subrogate their interests to that of the State of Alaska in the real property which has been offered by the individual Surety.

A title insurance policy with the State of Alaska as a named beneficiary and a current (within 3 months) professional appraisal or assessed valuation will be required to ascertain the true value of the property offered as collateral. If buildings or other valued improvements are involved then fire and casualty insurance with the State of Alaska as a named insured and in limits and coverages acceptable to the Contracting Officer shall be required. The appraiser shall acknowledge in writing that the appraisal is prepared for the benefit of the DEPARTMENT and the DEPARTMENT has the right to rely on its contents. This *Deed* must be recorded in the recording office where the property is located.

With respect to clauses "a" and "b" above, the *Deed of Trust* or other accepted security shall not be released until 12 months after Final Acceptance of the Project and settlement of all outstanding claims.

Replacement of Bond and Surety:

If the Surety on any bond furnished in connection with this Contract is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of paragraph 5.2, or otherwise becomes unacceptable to the DEPARTMENT, or if any such Surety fails to furnish reports as to his financial condition as requested by the DEPARTMENT, the CONTRACTOR shall within five days thereafter substitute another bond and Surety, both of which must be acceptable to DEPARTMENT.

An individual Surety may be replaced by a corporate Surety during the course of the Contract period. If the Surety desires to dispose of the collateral posted, the DEPARTMENT may, at its option, accept substitute collateral.

Article 2. 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.

Article 3. Insurance

Without limiting Contractor's indemnification, it is agreed that Contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this 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 state 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, non-renewal 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.

3.1 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.**

3.2 Commercial General Liability Insurance: covering all business premises and operations used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000, combined single limit per occurrence.

- **The State of Alaska must be named as additional insured.**

3.3 Commercial Automobile Liability Insurance: covering all vehicles used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000, combined single limit per occurrence.

DRAWING LOCATION: E:\work\21050000027 Al Veterans & Pioneers Home Parking Lot & Sidewalk Repairs\Civil\Striping\VLStriping.dwg
 DATE: 7/19/2014 4:32 PM
 SCALE: N/A
 LAYOUT: H1

EXCLUDED BY DATE: 7/19/2014
 EXCLUDED BY: N/A

SCALE: N/A

LAYOUT: H1

DATE: 7/19/2014 4:32 PM

SCALE: N/A

LAYOUT: H1

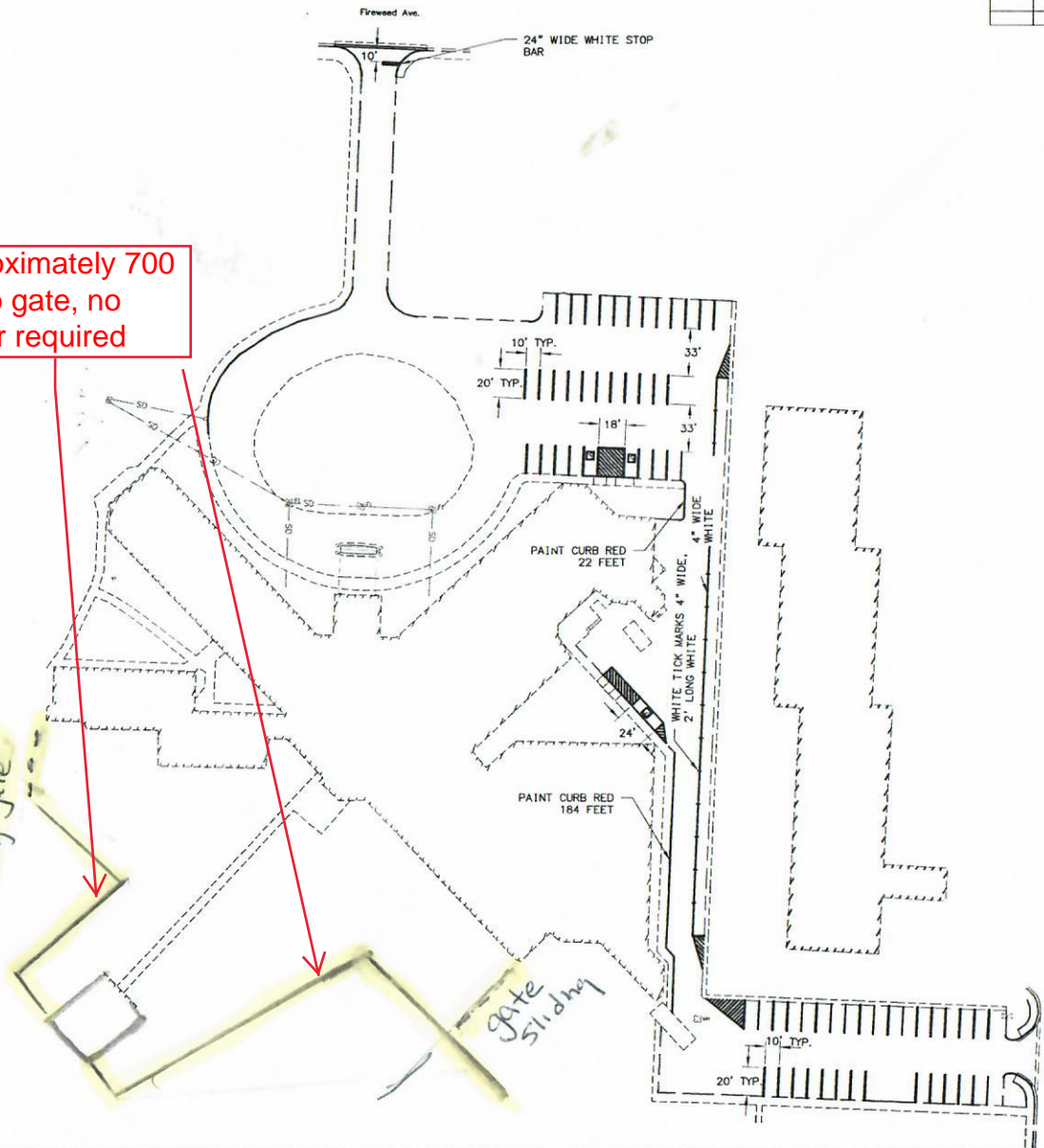
DATE: 7/19/2014 4:32 PM

SCALE: N/A

Approximately 700 lf, two gate, no power required

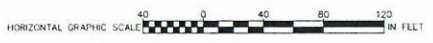
striking gate

gate striking



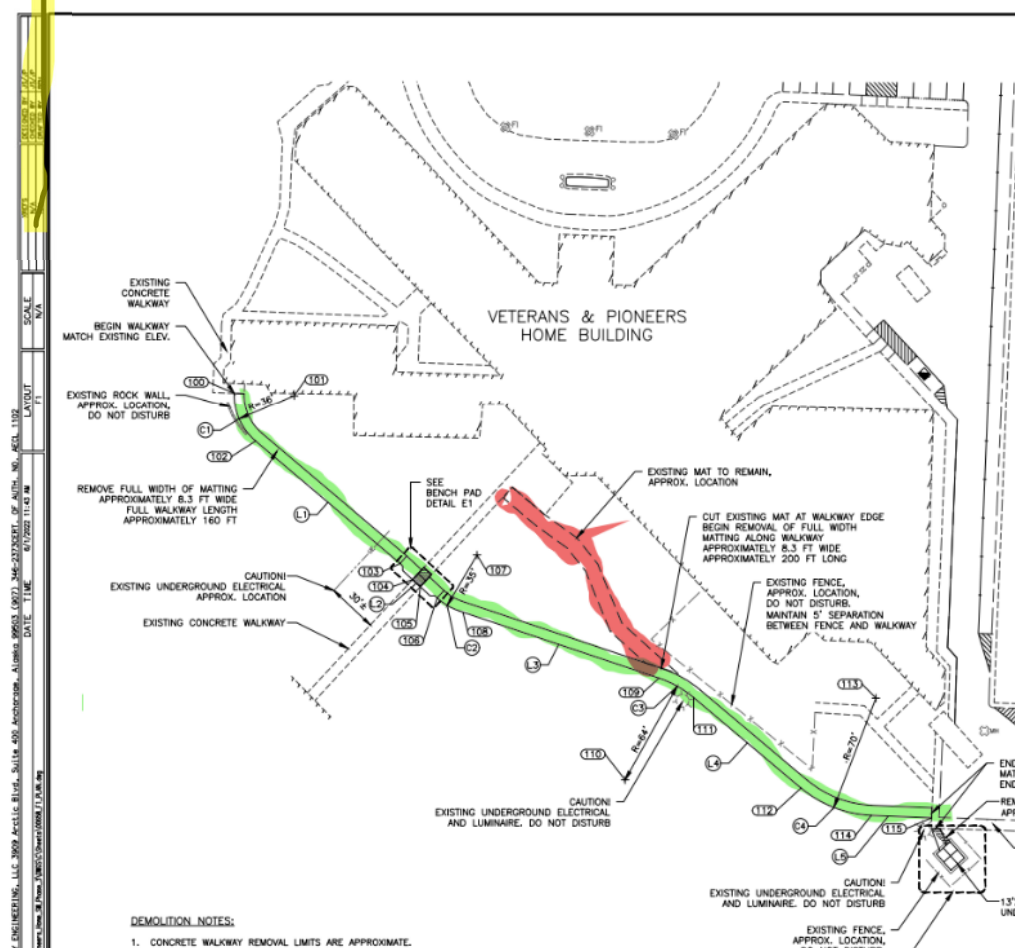
REVISIONS			STATE	PROJECT DESIGNATION	YEAR	SHEET NO.	TOTAL SHEETS
NO.	DATE	DESCRIPTION	ALASKA	ANC 14-17P	2014	H1	H1

- NOTES:
1. ALL STRIPING SHALL BE YELLOW 4 INCH WIDE LINES UNLESS OTHERWISE SPECIFIED.
 2. ALL DIAGONAL STRIPING FOR LOADING OR NO PARKING AREAS SHALL BE 4 INCH WIDE YELLOW LINES SPACED 2 FEET APART AT A 45 DEGREE ANGLE AS SHOWN ON THE PLAN.
 3. INCLUDE PAINTED ACCESSIBLE PARKING SYMBOLS AS INDICATED ON THE PLANS. THE ACCESSIBLE SYMBOLS SHALL HAVE A 4.5' X 4.5' BLUE LEGEND AND WHITE SYMBOL.
 4. PERPENDICULAR PARKING STALL DIMENSIONS SHALL BE 10 FEET WIDE AND 20 FEET LONG.
 5. PARALLEL PARKING STALLS SHALL BE 8 FEET WIDE AND 23 FEET LONG.
 6. CURB FOR ACCESSIBLE PARKING SPOTS SHALL BE PAINTED BLUE.
 7. CURB RADIUS SHALL BE PAINTED YELLOW UNLESS OTHERWISE SPECIFIED.
 8. CURB ADJACENT TO NO PARKING AREAS SHALL BE PAINTED RED.



PLANS DEVELOPED BY:
 STATE OF ALASKA
 DEPARTMENT OF HEALTH AND
 SOCIAL SERVICES
**ALASKA VETERANS & PIONEERS
 HOME PARKING LOT & SIDEWALK
 REPAIRS**
STRIPING PLAN

KINNEY ENGINEERING, LLC



REVISIONS		STATE	PROJECT DESIGNATION	YEAR	SHEET NO.	TOTAL SHEETS
NO.	DATE	DESCRIPTION	ALASKA	ANC 22-43P	2022	F1 F1

POINT SUMMARY			
POINT	NORTHING	EASTING	DESCRIPTION
100	9784.802	4775.761	PC / ME
101	9783.353	4811.732	RADIUS POINT
102	9755.818	4788.540	PT
103	9682.762	4875.274	BEGN BENCH PAD
104	9673.102	4882.669	
105	9668.975	4887.332	
106	9662.250	4897.470	PC
107	9687.828	4921.360	RADIUS POINT
108	9653.748	4912.914	PT
109	9614.434	5030.517	PC
110	9553.736	5010.226	RADIUS POINT
111	9602.784	5051.339	PT
112	9548.823	5115.714	PC
113	9602.469	5160.682	RADIUS POINT
114	9532.526	5157.849	PT
115	9531.058	5194.119	ME

* SEE SHEET A2 FOR SURVEY CONTROL

LINE AND CURVE LAYOUT TABLE						
SEGMENT NAME	FROM POINT #	RADIUS POINT	TO POINT #	LENGTH	RADIUS	REMARKS
C1	100	101	102	33'	36'	ME AT POINT 100
L1	102	---	103	126'	---	
L2	103	---	106	30'	---	SEE DETAIL ON E1
C2	106	107	108	15'	35'	
L3	108	---	109	127'	---	
C3	109	110	111	24'	64'	
L4	111	---	112	84'	---	
C4	112	113	114	46'	70'	
L5	114	---	115	36'	---	ME AT POINT 115

DEMOLITION NOTES:
1. CONCRETE WALKWAY REMOVAL LIMITS ARE APPROXIMATE.



Semi decorative – split rail type fence as part of the original legislative funding request.



State of Alaska
 Department of Administration
Substitute Form W-9

Questions? Email DOA.DOF.Vendor.HelpDesk@alaska.gov

RETURN COMPLETED FORM TO:

Department of Administration
 Division of Finance
 P.O. Box 110204
 Juneau, AK 99811-0204
 Or FAX to: (907) 465-2169

DO NOT send to IRS

Taxpayer Identification Number (TIN) Verification

The Internal Revenue Service requires the State of Alaska to issue 1099 forms when payments to individuals, partnerships or limited liability companies for rents, services, prizes, and awards meet or exceed \$600.00 for the year. An IRS Form 1099 is not required when payments are specifically for merchandise or made to some types of corporations.

Print or Type

Please see attachment or reverse for complete instructions

Legal Name (as shown on your income tax return)	State of Alaska Vendor Number (if known)
Business Name , if different from above (use if doing business as (DBA) or enter business name of Sole Proprietorship)	Entity Designation (check only one type) <input type="radio"/> Individual / Sole Proprietor <input type="radio"/> Partnership <input type="radio"/> General Corporation <input type="radio"/> Medical Corporation <input type="radio"/> Legal Corporation <input type="radio"/> Limited Liability Company – Individual <input type="radio"/> Limited Liability Company – Partnership <input type="radio"/> Limited Liability Company – Corporation <input type="radio"/> Government Entity <input type="radio"/> Estate / Trust <input type="radio"/> Organization Exempt from Tax - Nonprofit (under Section 501 (a)(b)(c)(d))
Primary Address (for 1099 form) PO Box or Number and Street, City, State, Zip + 4	Exemption (See Instructions) <input type="text"/> Exempt payee code (if any) <input type="text"/> Exemption from FATCA Reporting Code (if any)
Remit Address (where payment should be mailed, if different from Primary Address) PO Box or Number and Street, City, State, Zip + 4	

Taxpayer Identification Number (TIN) Provide Only One (If sole proprietorship provide EIN, if applicable)

Social Security Number (SSN)	Employer Identification Number (EIN)
-------------------------------------	---

If Change of Ownership or Entity Designation	Date of Change:
Previous Owner / Business Name	Previous Taxpayer Identification Number (TIN)

Certification

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number, **AND**
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, **AND**
3. I am a U.S. person (including a U.S. resident alien), **AND**
4. The FATCA code(s) entered on this form (if any) indicating I am exempt from FATCA reporting is correct.

Printed Name	Printed Title	Telephone Number
Signature	Date	Email Address

Instructions for Completing Taxpayer Identification Number (TIN) Verification (Substitute W-9) -- Page 1

Legal Name

As registered with the Internal Revenue Service (IRS)

- Individuals: Enter First Name MI Last Name
- Sole Proprietorships: Enter First Name MI Last Name
- LLC Single Owner: Enter owner's First Name MI Last Name
- All Others: Enter Legal Name of Business

Business Name

- Individuals: Leave blank
- Sole Proprietorships: Enter Business Name
- LLC Single Owner: Enter LLC Business Name
- All Others: Complete only if doing business as a DBA

Primary Address

Address where 1099 tax form should be mailed.

Remit Address

Address where payment should be mailed. Complete only if different from primary address.

State of Alaska Vendor Number

Your vendor number is an eight character alphanumeric code assigned to your company in the State of Alaska's accounting system. You may contact us at the email address listed on the form if you do not know your vendor number.

Entity Designation

Check *ONE* box which describes the type of business entity.

Taxpayer Identification Number

LIST ONLY ONE: Social Security Number OR Employer Identification Number. See "What Name and Number to Give the Requester" at right.

If you do not have a TIN, apply for one immediately. Individuals use federal form SS-05 which can be obtained from the Social Security Administration. Businesses and all other entities use federal form SS-04 which can be obtained from the Internal Revenue Service.

Change of Ownership or Entity Designation

This information is requested to allow taxable income to be reported correctly for both the new and old entities.

Certification

You must cross out item 2 if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to furnish your correct TIN to persons who must file information

returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, or contributions you made to an IRA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not furnish a TIN to a payer. Certain penalties may also apply.

What Name and Number to Give the Requester

<u>For this type of account:</u>	<u>Give name and SSN of:</u>
Individual	The individual
Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
Sole proprietorship or Single-Owner LLC	The owner ¹
<u>For this type of account:</u>	<u>Give name and EIN of:</u>
Sole Proprietorship or Single-Owner LLC	The owner ³
A valid trust, estate, or pension trust	Legal entity ⁴
Corporation or LLC electing corporate status on Form 8832	The corporation
Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
Partnership or multi-member LLC	The partnership
A broker or registered nominee	The broker or nominee
Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ **You must show your individual name**, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) **Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Instructions for Completing Taxpayer Identification Number (TIN) Verification (Substitute W-9) -- Page 2

Exemptions

If you are exempt from backup withholding and/or Foreign Account Tax Compliance Act (FATCA) reporting, enter in the Exemptions box any code(s) that may apply to you. See **Exempt payee code** and **Exemption from FATCA reporting code** below.

Exempt payee code

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
2. The United States or any of its agencies or instrumentalities
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities
5. A corporation
6. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
7. A futures commission merchant registered with the Commodity Futures Trading Commission
8. A real estate investment trust
9. An entity registered at all times during the tax year under the Investment Company Act of 1940
10. A common trust fund operated by a bank under section 584(a)
11. A financial institution
12. A middleman known in the investment community as a nominee or custodian
13. A trust exempt from tax under section 664 or described in section 4947

Exemption from FATCA reporting code

The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

- A. An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B. The United States or any of its agencies or instrumentalities
- C. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- D. A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)
- E. A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)
- F. A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
- G. A real estate investment trust
- H. A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I. A common trust fund as defined in section 584(a)
- J. A bank as defined in section 581
- K. A broker
- L. A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M. A tax exempt trust under a section 403(b) plan or section 457(g) plan



Laborers' & Mechanics' Minimum Rates of Pay

Effective April 1, 2014
Issue 28

**Title 36. Public Contracts
AS 36.05 & AS 36.10
Wage & Hour Administration
Pamphlet No. 600**



**ALASKA DEPARTMENT OF LABOR
& WORKFORCE DEVELOPMENT**



THE STATE
of **ALASKA**
GOVERNOR SEAN PARNELL

**Department of Labor and
Workforce Development**

Office of the Commissioner

Post Office Box 111149
Juneau, Alaska 99811
Main: 907.465.2700
fax: 907.465-2784

April 1, 2014

TO ALL CONTRACTING AGENCIES:

At the Alaska Department of Labor and Workforce Development, our goal is putting Alaskans to work. This pamphlet is designed to help contractors awarded public construction contracts understand the most significant laws of the State of Alaska pertaining to prevailing wage and resident hire requirements.

This pamphlet identifies current prevailing wage rates and resident hire classifications for public construction contracts (any construction projects awarded by the State of Alaska or its political subdivisions, such as local governments and certain non-profit organizations).

Because these rates may change, this publication is printed in the spring and fall of every year, so please be sure you are using the appropriate rates. The rates published in this edition become effective April 1, 2014.

All projects with a final bid date of April 11, 2014, or later, must pay the prevailing wage rates contained in this pamphlet. As the law now provides, these rates will remain stable during the life of a contract or for 24 calendar months, whichever is shorter. **The date the prime contract is awarded is the date from which the 24 months will be counted.** Upon expiration of the initial 24-month period, the latest wage rates issued by the department shall become effective for a subsequent 24-month period or until the original contract is completed, whichever occurs first. This process shall be repeated until the original contract is completed.

The term "original contract", as used herein, means the signed contract that resulted from the original bid and any amendments, including changes of work scope, additions, extensions, change orders, and other instruments agreed to by the parties that have not been subject to subsequent open bid procedures.

If a higher federal rate is required due to partial federal funding or other federal participation, the higher rate must be paid.

For additional copies of this pamphlet, contact the nearest office of the Division of Labor Standards and Safety, Wage and Hour office or visit the Internet site at:

<http://labor.state.ak.us/lss/pamp600.htm>

For questions regarding prevailing wage or resident hire requirements, please contact the nearest Wage and Hour office. These offices are listed on Page xi.

Sincerely,

A handwritten signature in cursive script that reads "Dianne Blumer".
Dianne Blumer
Commissioner

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Note to Readers: The statutes and administrative regulations listed in this publication were taken from the official codes, as of the effective date of the publication. However, there may be errors or omissions that have not been identified and changes that occurred after the publication was printed. This publication is intended as an informational guide only and is not intended to serve as a precise statement of the statutes and regulations of the State of Alaska. To be certain of the current laws and regulations, please refer to the official codes.

EXCERPTS FROM ALASKA LAW

(The following statute (36.05.005) applies to projects bid on or after October 20, 2011)

Sec. 36.05.005. Applicability.

This chapter applies only to a public construction contract that exceeds \$25,000.

Sec. 36.05.010. Wage rates on public construction.

A contractor or subcontractor who performs work on a public construction contract in the state shall pay not less than the current prevailing rate of wages for work of a similar nature in the region in which the work is done. The current prevailing rate of wages is that contained in the latest determination of prevailing rate of wages issued by the Department of Labor and Workforce Development at least 10 days before the final date for submission of bids for the contract. The rate shall remain in effect for the life of the contract or for 24 calendar months, whichever is shorter. At the end of the initial 24-month period, if new wage determinations have been issued by the department, the latest wage determination shall become effective for the next 24-month period or until the contract is completed, whichever occurs first. This process shall be repeated until the contract is completed.

Sec. 36.05.040. Filing schedule of employees, wages paid, and other information.

All contractors or subcontractors who perform work on a public construction contract for the state or for a political subdivision of the state shall, before the Friday of every second week, file with the Department of Labor and Workforce Development a sworn affidavit for the previous reporting period, setting out in detail the number of persons employed, wages paid, job classification of each employee, hours worked each day and week, and other information on a form provided by the Department of Labor and Workforce Development.

Sec. 36.05.045. Notice of work and completion; withholding of payment.

- (a) Before commencing work on a public construction contract, the person entering into the contract with a contracting agency shall designate a primary contractor for purposes of this section. Before work commences, the primary contractor shall file a notice of work with the Department of Labor and Workforce Development. The notice of work must list work to be performed under the public construction contract by each contractor who will perform any portion of work on the contract and the contract price being paid to each contractor. The primary contractor shall pay all filing fees for each contractor performing work on the contract, including a filing fee based on the contract price being paid for work performed by the primary contractor's employees. The filing fee payable shall be the sum of all fees calculated for each contractor. The filing fee shall be one percent of each contractor's contract price. The total filing fee payable by the primary contractor under this subsection may not exceed \$5,000. In this subsection, "contractor" means an employer who is using employees to perform work on the public construction contract under the contract or a subcontract.
- (b) Upon completion of all work on the public construction contract, the primary contractor shall file with the Department of Labor and Workforce Development a notice of completion together with payment of any additional filing fees owed due to increased contract amounts. Within 30 days after the department's receipt of the primary contractor's notice of completion, the department shall inform the contracting agency of the amount, if any, to be withheld from the final payment.
- (c) A contracting agency
 - (1) may release final payment of a public construction contract to the extent that the agency has received verification from the Department of Labor and Workforce Development that
 - (A) the primary contractor has complied with (a) and (b) of this section;
 - (B) the Department of Labor and Workforce Development is not conducting an investigation under this title; and
 - (C) the Department of Labor and Workforce Development has not issued a notice of a violation of this chapter to the primary contractor or any other contractors working on the public construction contract; and

- (2) shall withhold from the final payment an amount sufficient to pay the department's estimate of what may be needed to compensate the employees of any contractors under investigation on this construction contract, and any unpaid filing fees.
- (d) The notice and filing fee required under (a) of this section may be filed after work has begun if
 - (1) The public construction contract is for work undertaken in immediate response to an emergency; and
 - (2) The notice and fees are filed not later than 14 days after the work has begun.
- (e) A false statement made on a notice required by this section is punishable under AS 11.56.210.

Sec. 36.05.060. Penalty for violation of this chapter.

A contractor who violates this chapter is guilty of a misdemeanor and upon conviction is punishable by a fine of not less than \$100 nor more than \$1,000, or by imprisonment for not less than 10 days nor more than 90 days, or by both. Each day a violation exists constitutes a separate offense.

Sec. 36.05.070. Wage rates in specifications and contracts for public works.

- (a) The advertised specifications for a public construction contract that requires or involves the employment of mechanics, laborers, or field surveyors must contain a provision stating the minimum wages to be paid various classes of laborers, mechanics, or field surveyors and that the rate of wages shall be adjusted to the wage rate under AS 36.05.010.
- (b) Repealed by §17 ch 142 SLA 1972.
- (c) A public construction contract under (a) of this section must contain provisions that
 - (1) the contractor or subcontractors of the contractor shall pay all employees unconditionally and not less than once a week;
 - (2) wages may not be less than those stated in the advertised specifications, regardless of the contractual relationship between the contractor or subcontractors and laborers, mechanics, or field surveyors;
 - (3) the scale of wages to be paid shall be posted by the contractor in a prominent and easily accessible place at the site of the work;
 - (4) the state or a political subdivision shall withhold so much of the accrued payments as is necessary to pay to laborers, mechanics, or field surveyors employed by the contractor or subcontractors the difference between
 - (A) the rates of wages required by the contract to be paid laborers, mechanics, or field surveyors on the work; and
 - (B) the rates of wages in fact received by laborers, mechanics, or field surveyors.

Sec. 36.05.080. Failure to pay agreed wages.

Every contract within the scope of AS 36.05.070 shall contain a provision that if it is found that a laborer, mechanic, or field surveyor employed by the contractor or subcontractor has been or is being paid a rate of wages less than the rate of wages required by the contract to be paid, the state or its political subdivision may, by written notice to the contractor, terminate the contractor's right to proceed with the work or the part of the work for which there is a failure to pay the required wages and to prosecute the work to completion by contract or otherwise, and the contractor and the contractor's sureties are liable to the state or its political subdivision for excess costs for completing the work.

Sec. 36.05.090. Payment of wages from withheld payments and listing contractors who violate contracts.

- (a) The state disbursing officer in the case of a state public construction contract and the local fiscal officer in the case of a political subdivision public construction contract shall pay directly to laborers, mechanics, or field surveyors from accrued payments withheld under the terms of the contract the wages due laborers, mechanics, or field surveyors under AS 36.05.070.
- (b) The state disbursing officer or the local fiscal officer shall distribute to all departments of the state government and to all political subdivisions of the state a list giving the names of persons who have disregarded their obligations to employees. A person appearing on this list and a firm, corporation,

partnership, or association in which the person has an interest may not work as a contractor or subcontractor on a public construction contract for the state or a political subdivision of the state until three years after the date of publication of the list. If the accrued payments withheld under the contract are insufficient to reimburse all the laborers, mechanics, or field surveyors with respect to whom there has been a failure to pay the wages required under AS 36.05.070, the laborers, mechanics, or field surveyors have the right of action or intervention or both against the contractor and the contractor's sureties conferred by law upon persons furnishing labor or materials, and in the proceedings it is not a defense that the laborers, mechanics, or field surveyors accepted or agreed to accept less than the required rate of wages or voluntarily made refunds.

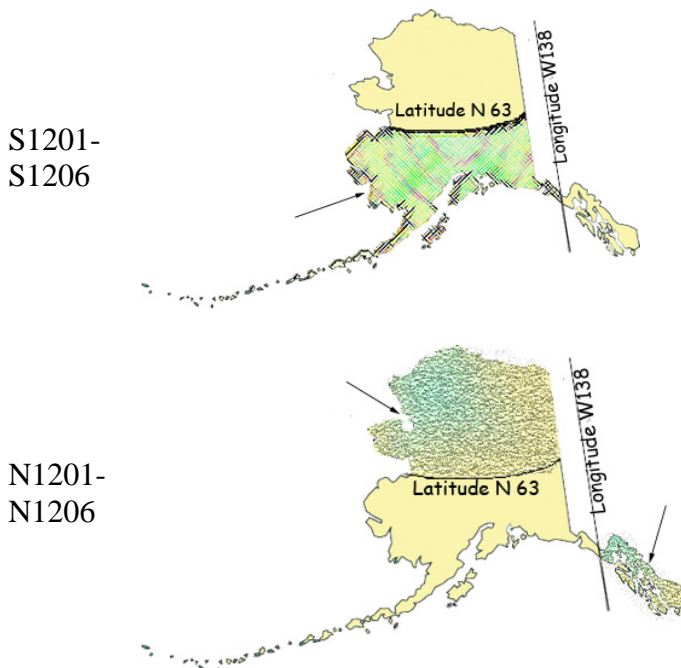
Sec. 36.05.900. Definition.

In this chapter, "contracting agency" means the state or a political subdivision of the state that has entered into a public construction contract with a contractor.

ADDITIONAL INFORMATION

LABORER CLASSIFICATION CLARIFICATION

The laborer rates categorized in class code S1201-S1206 apply in one area of Alaska; the area that is south of N63 latitude and west of W138 Longitude. The laborer rates categorized in class code N1201-N1206 apply in two areas of Alaska; the Alaska areas north of N63 latitude and east of W138 longitude. The following graphic representations should assist with clarifying the applicable wage rate categories:



ACCOMMODATIONS AND PER DIEM

The Alaska Department of Labor and Workforce Development has adopted a per diem requirement for blocklayers, bricklayers, carpenters, dredgemen, heat & frost insulators/asbestos workers, ironworkers, laborers, operative plasterers & cement masons, painters, piledrivers, power equipment operators, roofers, surveyors, truck

drivers/surveyors, and tunnel workers. This per diem rate creates an allowable alternative to providing board and lodging under the following conditions:

Employer-Provided Camp or Suitable Accommodations

Unless otherwise approved by the Commissioner, the employer shall ensure that a worker who is employed on a project that is 65 road miles or more from the international airport in either Fairbanks, Juneau or Anchorage or is inaccessible by road in a 2-wheel drive vehicle and who is not a domiciled resident of the locality of the project shall receive meals and lodging. Lodging shall be in accordance with all applicable state and federal laws. In cases where the project site is not road accessible, but the employee can reasonably get to the project worksite from their permanent residence within one hour, the Commissioner may waive these requirements for that employee upon a written request from the employer.

The term “domiciled resident” means a person living within 65 road miles of the project, or in the case of a highway project, the mid-point of the project, for at least 12 consecutive months prior to the award of the project. However, if the employer or person provides sufficient evidence to convince the department that a person has established a permanent residence and an intent to remain indefinitely within the distance to be considered a “domiciled resident,” the employer shall not be required to provide meals and lodging or pay per diem.

Where the employer provides or furnishes board, lodging or any other facility, the cost or amount thereof shall not be considered or included as part of the required prevailing wage basic hourly rate and cannot be applied to meet other fringe benefit requirements. The taxability of employer provided board and lodging shall be determined by the appropriate taxation enforcement authority.

Per Diem

Employers are encouraged to use commercial facilities and lodges; however, when such facilities are not available, per diem in lieu of meals and lodging must be paid at the basic rate of \$75.00 per day, or part thereof, the worker is employed on the project. Per diem shall not be allowed on highway projects west of Livengood on the Elliott Highway, at Mile 0 of the Dalton Highway to the North Slope of Alaska, north of Mile 20 on the Taylor Highway, east of Chicken, Alaska, on the Top of the World Highway and south of Tetlin Junction to the Alaska-Canada border.

The above-listed standards for room and board and per diem only apply to the crafts as identified in Pamphlet 600, *Laborers’ and Mechanics’ Minimum Rates of Pay*. Other crafts working on public construction projects shall be provided room and board at remote sites based on the department’s existing policy guidelines. In the event that a contractor provides lodging facilities, but no meals, the department will accept payment of \$36 per day for meals to meet the per diem requirements.

APPRENTICE HIRING REQUIREMENTS

On July 24, 2005, Administrative Order No. 226 established a 15 percent goal for hiring apprentices in certain job categories on highway, airport, harbor, dam, tunnel, utility or dredging projects awarded by the Alaska Department of Transportation and Public Facilities that exceed \$2.5 million. This Order will apply to all projects in the referenced categories that are advertised after September 1, 2005. On these projects, the hours worked by apprentices will be compared to the hours worked by journeyman level workers to determine if the 15 percent goal has been met. This on-the-job training goal is critical to ensure that the Alaska work force is prepared for the future. For additional details, contact the nearest Wage and Hour office at the address listed on Page xi of this publication. Administrative Order No. 226 may be viewed in its entirety on the Internet at <http://www.gov.state.ak.us/admin-orders/226.html> or call any Wage and Hour office to receive a copy.

APPRENTICE RATES

Apprentice rates at less than the minimum prevailing rates may be paid to apprentices according to an apprentice program which has been registered and approved by the Commissioner of the Alaska Department of Labor and Workforce Development in writing or according to a bona fide apprenticeship program registered with the U.S. Department of Labor, Office of Apprenticeship. **Any employee listed on a payroll at an apprentice wage rate who is not registered as above shall be paid the journeyman prevailing minimum wage in that work classification.** Wage rates are based on prevailing crew makeup practices in Alaska and apply to work performed regardless of either the quality of the work performed by the employee or the titles or classifications which may be assigned to individual employees.

FRINGE BENEFIT PLANS

Contractors/subcontractors may compensate fringe benefits to their employees in any one of three methods. The fringe benefits may be paid into a union trust fund, into an approved benefit plan, or paid directly on the paycheck as gross wages.

Where fringe benefits are paid into approved plans, funds, or programs including union trust funds, the payments must be contributed at least monthly. If contractors submit their own payroll forms and are paying fringe benefits into approved plans, funds, or programs, the employer's certification must include, in addition to those requirements of 8 AAC 30.020(c), a statement that fringe benefit payments have been or will be paid at least monthly. Contractors who pay fringe benefits to a plan must ensure the plan is one approved by the Internal Revenue Service and that the plan meets the requirements of 8 AAC 30.025 (eff. 3/2/08) in order for payments to be credited toward the prevailing wage obligation.

SPECIAL PREVAILING WAGE RATE DETERMINATION

Special prevailing wage rate determinations may be requested for special projects or a special worker classification if the work to be performed does not conform to traditional public construction for which a prevailing wage rate has been established under 8 AAC 30.050(a) of this section. Requests for special wage rate determinations must be in writing and filed with the Commissioner at least 30 days before the award of the contract. An applicant for a special wage rate determination shall have the responsibility to support the necessity for the special rate. An application for a special wage rate determination filed under this section must contain:

- (1) a specification of the contract or project on which the special rates will apply and a description of the work to be performed;
- (2) a brief narrative explaining why special wage rates are necessary;
- (3) the job class or classes involved;
- (4) the special wage rates the applicant is requesting, including survey or other relevant wage data to support the requested rates;
- (5) the approximate number of employees who would be affected; and
- (6) any other information which might be helpful in determining if special wage rates are appropriate.

Requests made pursuant to the above should be addressed to:

Director
Alaska Department of Labor and Workforce Development
Labor Standards & Safety Division
Wage and Hour Administration
P.O. Box 111149
Juneau, AK 99811-1149

-or-

Email: anchorage.lss-wh@alaska.gov

**LABOR STANDARDS REGULATIONS
NOTICE REQUEST**

If you would like to receive *notices of proposed changes to regulations* for Wage and Hour or Mechanical Inspection, please indicate below the programs for which you are interested in receiving such notices, print your name and email or mailing address in the space provided, and send this page to:

Alaska Department of Labor and Workforce Development
Labor Standards & Safety Division
Wage and Hour Administration
1251 Muldoon Road, Suite 113
Anchorage, AK 99504-2098
Email: anchorage.lss-wh@alaska.gov

For *REGULATIONS* information relating to any of the following:

- Wage and Hour Title 23 Employment Practices
- Wage and Hour Title 36 Public Works
- Employment Agencies
- Child Labor
- Employment Preference (Local Hire)
- Plumbing Code
- Electrical Code
- Boiler/Pressure Vessel Construction Code
- Elevator Code
- Certificates of Fitness
- Recreational Devices

Request any of the following *PUBLICATIONS* by checking below:

- | | |
|--|---|
| <input type="checkbox"/> Wage and Hour Title 23 Employment Practices | <input type="checkbox"/> Public Construction Pamphlet |
| <input type="checkbox"/> Minimum Wage & Overtime Poster | <input type="checkbox"/> Public Construction Wage Rates |
| <input type="checkbox"/> Child Labor Poster | <input type="checkbox"/> Child Labor Pamphlet |

PLEASE NOTE: DUE TO INCREASED MAILING AND PRINTING COSTS, ONLY ONE OF EACH PUBLICATION REQUESTED WILL BE MAILED TO YOU. IF YOU WISH TO RECEIVE ADDITIONAL COPIES OR SUBSEQUENT PUBLICATIONS, PLEASE CONTACT OUR OFFICE AT (907) 269-4900.

Name: _____

Mailing Address: _____

Email Address: _____

EMPLOYMENT PREFERENCE INFORMATION
(EFFECTIVE August 16, 2013)

By authority of AS 36.10.150 and 8 AAC 30.064, the Commissioner of Labor and Workforce Development has determined the 15 boroughs and census areas listed below to be Zones of Underemployment. A Zone of Underemployment requires that Alaska residents who are eligible under AS 36.10.140 be given a minimum of 90 percent employment preference on public works contracts throughout the state in certain job classifications. This hiring preference applies on a project-by-project, craft-by-craft or occupational basis and must be met each workweek by each contractor/subcontractor.

For additional information about the Alaska resident hire requirements, contact the nearest Wage and Hour Office in Anchorage at (907) 269-4900, in Fairbanks at (907) 451-2886 or in Juneau at (907) 465-4248.

The following classifications qualify for a minimum of 90 percent Alaska resident hire preference:

Aleutians East Borough: Plumbers and Pipefitters

Aleutians West Borough: Painters

Bethel Census Area: Culinary Workers, Foremen and Supervisors, Mechanics, Painters, Surveyors, Tug Boat Workers

Denali Borough: Carpenters

Dillingham Census Area: Carpenters, Culinary Workers, Electricians, Equipment Operators, Foremen and Supervisors, Laborers, Mechanics, Truck Drivers, Tug Boat Workers

Hoonah-Angoon Census Area: Carpenters, Culinary Workers, Electricians, Equipment Operators, Foremen and Supervisors, Laborers, Mechanics, Painters, Truck Drivers

Nome Census Area: Carpenters, Culinary Workers, Electricians, Equipment Operators, Foremen and Supervisors, Laborers, Mechanics, Surveyors, Truck Drivers, Tug Boat Workers, Welders

Northwest Arctic Borough: Carpenters, Culinary Workers, Electricians, Equipment Operators, Foremen and Supervisors, Plumbers and Pipefitters, Surveyors, Truck Drivers, Tug Boat Workers, Welders

Petersburg Borough: Culinary Workers, Engineers and Architects, Foremen and Supervisors, Laborers

Prince of Wales-Hyder Census Area: Carpenters, Culinary Workers, Electricians, Equipment Operators, Foremen and Supervisors, Laborers, Mechanics, Surveyors, Truck Drivers, Welders

Skagway: None

Southeast Fairbanks Census Area: Carpenters, Culinary Workers, Equipment Operators, Laborers, Painters, Truck Drivers

Wade Hampton Census Area: Carpenters, Electricians, Engineers and Architects, Mechanics, Roofers

Yakutat: None

Yukon-Koyukuk Census Area: Culinary Workers, Electricians, Foremen and Supervisors, Painters, Plumbers and Pipefitters, Surveyors, Truck Drivers, Tug Boat Workers, Welders

This determination is effective August 16, 2013, and remains in effect until June 30, 2015.

The first person on a certified payroll in any classification is called the "first worker" and is not required to be an Alaskan resident. However, once the contractor adds any more workers in the classification, then all workers in the classification are counted, and the 90 percent is applied to compute the number of required Alaskans to be in compliance. To compute the number of Alaskan residents required in a workweek in a particular classification, multiply the number of workers in the classification by 90 percent. The result is then rounded down to the nearest whole number to determine the number of Alaskans that must be employed.

If a worker works in more than one classification during a week, the classification in which they spent the most time would be counted for employment preference purposes. If the time is split evenly between two classifications, the worker is counted in both classifications.

If you have difficulty meeting the 90 percent requirement, an approved waiver must be obtained before a non-Alaskan resident is hired who would put the contractor/subcontractor out of compliance (8 AAC 30.081 (e) (f)). The waiver process requires proof of an intensive search for qualified Alaskan workers. To apply for a waiver, contact the nearest Wage and Hour Office for instructions.

Here is an example to apply the 90 percent requirement to four carpenter workers. Multiply four workers by 90% and drop the fraction ($.90 \times 4 = 3.6 - .6 = 3$). The remaining number is the number of Alaskan resident carpenters required to be in compliance in that particular classification for that week.

The penalties for being out of compliance are serious. AS 36.10.100 (a) states "A contractor who violates a provision of this chapter shall have deducted from amounts due to the contractor under the contract the prevailing wages which should have been paid to a displaced resident, and these amounts shall be retained by the contracting agency." If a contractor/subcontractor is found to be out of compliance, penalties accumulate until they come into compliance.

If you have difficulty determining whether a worker is an Alaska resident, you should contact the nearest Wage and Hour Office. Contact Wage and Hour in Anchorage at (907) 269-4900, in Fairbanks at (907) 451-2886, or in Juneau at (907) 465-4842.

**Alaska Department of Labor and Workforce Development
Labor Standards & Safety Division
Wage and Hour Administration**

Web site: <http://labor.state.ak.us/lss/pamp600.htm>

Anchorage

1251 Muldoon Road, Suite 113
Anchorage, Alaska 99504-2098
Phone: (907) 269-4900

Email:
anchorage.lss-wh@alaska.gov

Juneau

1111 W. 8th Street, Suite 302
Juneau, Alaska 99801
Phone: (907) 465-4842

Email:
juneau.lss-wh@alaska.gov

Fairbanks

Regional State Office Building
675 7th Ave., Station J-1
Fairbanks, Alaska 99701-4593
Phone: (907) 451-2886

Email:
fairbanks.lss@alaska.gov

DEBARMENT LIST

AS 36.05.090(b) states that “the state disbursing officer or the local fiscal officer shall distribute to all departments of the state government and to all political subdivisions of the state a list giving the names of persons who have disregarded their obligations to employees.”

A person appearing on the following debarment list and a firm, corporation, partnership, or association in which the person has an interest may not work as a contractor or subcontractor on a public construction contract for the state or a political subdivision of the state for three years from the date of debarment.

Company Name

Date of Debarment

Debarment Expires

No companies are currently debarred.

SPECIAL NOTICE TO BIDDERS

NEW "LITTLE DAVIS BACON ACT" CHANGES FILING PROCESS AND ASSESSES SPECIAL FEES ON PUBLIC WORKS CONSTRUCTION PROJECTS

The news release concerning these changes is at: <http://labor.state.ak.us/news/2003/news03-23.htm>

Governor Sean Parnell signed changes to CSHB 155 into law on July 22, 2011 (effective October 20, 2011), in addition to Governor Murkowski CSHB 155 changes on June 16, 2003 (effective July 2, 2003). The new laws allow contractors working on certain public construction projects to file bi-weekly versus weekly-certified payrolls to the Alaska Department of Labor and Workforce Development (DOLWD), filing requirements **and** it levies filing fees.

- **What does this change accomplish?**

State Funded Projects - Instead of submitting certified payrolls weekly, prime Contractors working on State funded public construction projects are now allowed to file certified payrolls every other week - bi-weekly payroll reports on State funded project shall not contain Social Security Numbers. In conjunction with this statutory change, the DOLWD is revising the certified payroll form. The revised certified payroll form is available at: <http://www.labor.state.ak.us/lss/lssforms.htm>

Federally Funded Projects - Federal weekly payroll filing requirements under 29 CFR 5.5 (a) (3) are not changed by this new law. But, the assessment of a one percent fee based on the estimated value of work performed and of the value of each subcontractor's price now applies (see below).

And, Federal Statute and form 25D-55 still require Social Security Numbers for the certified weekly payroll reports submitted on Federally funded projects.

- **Are there special forms to file and fees to pay?**

Effective October 20, 2011, the prime Contractor working on any public construction project exceeding \$25,000 must file a "Notice of Work" and a "Notice of Completion" form with the DOLWD.

A one percent filing fee will be assessed on contracts with an amount of \$25,000 or more. The fee will be based on the estimated value of work to be performed by the prime contractor, and one percent of the value of each subcontractor's price. The maximum fee is \$5,000.00.

Amounts paid to owner/operators who do not use employees are exempt from the filing fee.

The Contractor must provide to the Contracting Agency a copy of the "Notice of Work" form that has been date stamped as received by the DOL along with confirmation of fee payment before work on the project may commence.

And, the Contractor must file a "Notice of Completion" with the DOLWD when work is completed. The Contracting Agency will not perform the "close-out for final project completion" until notice from the DOLWD that they have processed the Contractors "Notice of Completion" form. The "Notice of Work" and "Notice of Completion" forms are available at: <http://www.labor.state.ak.us/lss/lssforms.htm>

- **What about emergency work and projects bid opened before July 1, 2003?**

There are special provisions for filing the "Notice of Work" and the payment of fees for an emergency response project. Contractors have 14 days after starting work in which to file the "Notice of Work" and pay the fees on an emergency response project.

A prime Contractor under a contract that had a final bid date before July 1, 2003 will not be required to pay a filing fee, regardless of when the work starts.

- **How can I find out more about this new law?**

Contact the Dept. of Labor Workforce and Development, Wage and Hour Administration at:

Juneau	907.465.4842
Anchorage	907.269.4900
Fairbanks	907.451.2886

Online Certified Payroll Frequently Asked Questions

1. Do I have to use the Online CP system?

If you are awarded an Alaska Department of Transportation and Public Facilities (DOTPF) project they will be requiring you to submit online certified payrolls in the very near future. Otherwise filing online is optional. The transfer will be gradual. The Department of Labor and Workforce Development (DOLWD) will still accept hardcopy certified payrolls. DOLWD will eventually require it. Check with your local DOLWD regional office or the Labor home page for further updates.

2. How do I electronically file my certified payrolls?

It's easy! <https://myalaska.state.ak.us/home/app>. Click on "LSS-Online Filing Services". If you don't already have a My Alaska account, you'll have to create one. If more than one person in your company enters the certified payroll information, you can create the level of security within your company necessary to verify who submitted the information

3. Who do I contact if I have a problem entering my CPs into the new online system?

Call your Wage and Hour office that is within the project region, or send an email to:

- Anchorage.LSS-WH@alaska.gov
- Juneau.LSS-WH@alaska.gov
- Fairbanks.LSS_WH@alaska.gov

4. How do I get My Alaska Employer Identification Number (AK ID)?

Apply online at: <https://myalaska.state.ak.us/home/app?service=external/launch&pubid=tos>

5. How do I get my Employer Identification Number (EIN)?

This is a Federal Employer ID number that you should obtain when you start a business. Most all businesses in the State of Alaska, EIN number start with "2-." If you do not have one, please email the Employment Security Tax Division at esd.tax@alaska.gov or contact:

Phone: (907) 465-2757
Toll Free: (888) 448-3527
(888) 448-2937
Relay Alaska TDD/TTY/TT
Services: 1-800-770-8973
Fax: (907) 465-2374

Mailing Address:
Alaska Department of Labor and
Workforce Development
Employment Security Tax
PO Box 115509
Juneau, AK 99811-5509

6. Am I the prime contractor?

You are the prime contractor only if you have received a contract from the State of Alaska or a subsidiary of the State.

7. Am I a sub-contractor?

You are a Subcontractor if you are contracted by another contractor to do a portion of the work. Both the Prime and the Subcontractors are required by law to submit certified payrolls.

8. What is a Notice of Work (NOW)?

A Notice of Work is the document that is filed with the DOLWD upon notice of award of a public works project from the contracting agency. Go to <http://labor.alaska.gov/lss/forms/notice-of-work.pdf> to download a copy of the form. Once the NOW is filed and the filing fee is paid as required by AS 36.05.045, DOLWD will issue a temporary NOW to the contractor who can then notify the contracting agency that they are in compliance, and thus allows the contractors to begin work on their project. The DOLWD has up to 10 business days (not including weekends/holidays) to process your Notice of Work and assign DOL # to the project from the date of receipt.

9. What is a Notice of Completion (NOC)?

The Notice of Completion is the document that is filed with DOLWD upon completion of the project. Go to <http://labor.alaska.gov/lss/forms/not-comp-pub-wrks.pdf> to download a copy of the form. This is where the prime contractor would note any change orders that occurred over the life of the public works project. Once the NOC is filed, and DOLWD approves it, the contractor can submit the finalized approved NOC to the contracting agency for final payment of their contract. The Department has 30 days to process your Notice of Completion.

10. What is the Contracting Agency (CA) Number?

This is the number given to the prime contractor from the agency that issues the contract for public construction.

11. What is a Temporary Identification Number (TDN)?

This is a number assigned to a project, by the online certified payroll program, after the prime contractor notified DOLWD.

12. What is a DOLWD public works project number?

This is a number assigned by Wage and Hour Administration for each public project