



**Council Members**

- Chris Napoli (Seat A) • Bill Rodawalt (Seat B) • Kaleb Westfall (Seat C)
- Curt Armstrong (Seat D) • Andy Anderson (Seat E) • Gregg Marxmiller (Seat F)

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**DILLINGHAM CITY COUNCIL**

***Participate by dialing 888-392-4560; meeting code 57103  
Please MUTE your phone upon entering the call***

<b>SPECIAL COUNCIL MEETING</b>	<b>5:30 P.M.</b>	<b>AUGUST 14, 2020</b>
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- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. APPROVAL OF AGENDA**
- 4. CITIZEN'S DISCUSSION (Prior Notice or Agenda Items)**
- 5. SPECIAL BUSINESS**
  - a. Adopt Action Memorandum No. 2020-05; Award a Contract for Lake Road Fire Hall Addition Project
- 6. COUNCIL COMMENTS**
- 7. MAYOR'S COMMENTS**
- 8. ADJOURNMENT**

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**City of Dillingham Action Memorandum**

Agenda of: August 14, 2020

2020-05

**Action Memorandum No.** \_\_\_\_\_

**Subject:**

Award a Contract for Lake Road Fire Hall Addition Project

City Manager: Recommend Approval

Signature: \_\_\_\_\_

**Fiscal Note:**  Yes  No

**Funds Available:**  Yes  No

**Other Attachments:**

- Bidding Summary

**Summary Statement:**

This action memorandum authorizes administration to sign a contract with the lowest bidder for the construction of the Lake Road Fire Hall Addition. ITB 2020-01 was advertised in ADN on June 2 and June 9, 2020. Notices were posted in three public places, and the ITB was advertised on the City website. The original deadline was June 25 at 4:00 PM. When the City received no bids by that morning, the deadline was extended until July 9 at 4:00 PM. When no bids were received on July 9, the City engaged LCG Lantech to directly solicit bids. Two bids were received by the deadline on August 7 at 4:00 PM and a bidding summary is attached.

The bid from Wolverine was the only responsive bid and was also the lowest bid. Wolverine can be expected to begin the project immediately upon contract execution, with a substantial completion date of January 2021.

Although the bid (including both alternates) is higher than the engineer's estimate, the overall GO bond revenue raised for FY19 CIP projects, is expected to cover the difference.

(Such publication shall be made twice, with at least one week, but not more than two weeks, intervening between publications, and there shall be sufficient time between the date of last publication and the bid opening for preparation of bids, which time shall not be less than two weeks.)

Action Memorandum No. 2020-05

Summary Statement continued:

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PASSED and APPROVED by a duly constituted quorum of the Dillingham City Council  
on \_\_\_\_\_.

\_\_\_\_\_  
Mayor

ATTEST:

[SEAL]

\_\_\_\_\_  
City Clerk

Route to	Department Head	Date
X	Finance Director	8/13/2020
X	City Clerk	8/13/2020

City of Dillingham  
Fiscal Note

Agenda Date: August 14, 2020

Wolverine Supply, Inc Contract for Lake Road Fire Hall Addition Project

ORIGINATOR: Finance Director

FISCAL ACTION (TO BE COMPLETED BY FINANCE)		FISCAL IMPACT <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
AMOUNT REQUESTED: \$744,000		FUNDING SOURCE	
FROM ACCOUNT		Project	
7131 8710 20 27 3023 0	Firehall Project	LakeRoad Firehall Addition Project funded by GO Bond	
TO ACCOUNT:	VERIFIED BY: Anita Fuller	Date: 1/30/2020	

EXPENDITURES

OPERATING	FY21	FY22	FY23	FY24
7131 8710 20 27 3023 0	\$ 744,000.00	\$ -		
	-	-		
TOTAL OPERATING	\$ 744,000.00	\$ -	\$ -	\$ -

CAPITAL	\$ -			
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REVENUE	-			
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FUNDING

General & Special Rev. Funds				
State/Federal Funds				
Go Bond				
Go Bond	744,000.00			
TOTAL FUNDING	\$ 744,000.00	\$ -	\$ -	\$ -

POSITIONS

Full-Time				
Part-Time				

Analysis: (Attach a separate page if necessary) AM 2020-05

PREPARED BY: Anita Fuller August 13, 2020

DEPARTMENT: Finance

APPROVED BY: \_\_\_\_\_ Page 5 of 23

City of Dillingham  
Fiscal Note Analysis

Agenda Date: August 14, 2020

Wolverine Supply, Inc Contract for Lake Road Fire Hall Addition Project

ANALYSIS: AM 2020-05

Go Bond Project Amounts	4,053,941.00
Streets Project	3,409,941.00
JJC Contract	(2,194,737.00)
JJC Change Order	(480,979.00)
Inspection and Construction Support <i>(Includes PND contract of \$79,893)</i>	(222,528.00)
JJC Additional work on D Street	<u>(140,000.00)</u>
Available Funding	<u>371,697.00</u>
Firehall Addition Project	644,000.00
Amount Spent (LCG and Wages)	(18,946.82)
Wolverine Bid	<u>(744,000.00)</u>
Overage of Funding	<u>(118,946.82)</u>
Total Go Bond Funding Available	<u><u>252,750.18</u></u>

CITY OF DILLINGHAM  
 LAKE ROAD FIRE HALL ADDITION  
 CONTRACTOR BID TABULATION SHEET  
 AUGUST 7, 2020, 4:00 PM

	Bid Form Complete & Dated	AK Contractor Certificate of Registration	AK Business License	Acknowledgment of Addenda	Bid Bond	Base Bid	Alternate #1	Alternate #2
Wolverine Supply, Inc.	X	X	X	X	X	\$687,000.00	\$20,000.00	\$37,000.00
Kuchar Construction	X			X		\$909,964.00	OMITTED	OMITTED

## BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

### ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to:

City Of Dillingham, Planning Department  
Attn: Cynthia Rogers  
P.O. Box 889 (mail)  
141 Main Street (physical)  
Dillingham, AK 99576

1.02 The Owner is:

City Of Dillingham  
P.O. Box 889 (mail)  
141 Main Street (physical)  
Dillingham, AK 99576

1.03 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

### ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
- C. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;

### ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

3.01 *Lump Sum Bids*

A. Bidder will complete the Work in accordance with the Contract Documents for the following lump sum (stipulated) price(s):

1. Lump Sum Price (Single Lump Sum)

Lump Sum Bid Price	\$ 687,000. <sup>00</sup>
Additive Alternate #1 Lump Sum Bid Price	\$ 20,000. <sup>00</sup>
Additive Alternate #2 Lump Sum Bid Price	\$ 37,000. <sup>00</sup>

**ARTICLE 4—TIME OF COMPLETION**

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

**ARTICLE 5—BIDDER’S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA**

- 5.01 *Bid Acceptance Period*
  - A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.
- 5.02 *Instructions to Bidders*
  - A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.
- 5.03 *Receipt of Addenda*
  - A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
One	06/10/20
Two	06/20/20
Three	06/25/20

**ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS**

- 6.01 *Bidder’s Representations*
  - A. In submitting this Bid, Bidder represents the following:
    - 1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
    - 2. Bidder has visited the Site (or had the opportunity to do so), conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
    - 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
    - 4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
    - 5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### 6.02 *Bidder's Certifications*

##### A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 6.02.A:
  - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
  - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.

- c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
- d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

Bidder hereby submits this Bid as set forth above:

Bidder:

Wolverine Supply, Inc.

(typed or printed name of organization)

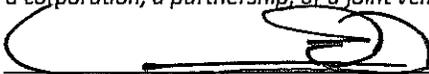
By: Michelle Clapp  
(individual's signature)

Name: Michelle Clapp  
(typed or printed)

Title: Vice President  
(typed or printed)

Date: July 29, 2020  
(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:   
(individual's signature)

Name: Marc Van Buskirk  
(typed or printed)

Title: Secretary  
(typed or printed)

Date: July 29, 2020  
(typed or printed)

Address for giving notices:

5099 E. Blue Lupine Drive, Wasilla, Alaska 99654

Bidder's Contact:

Name: Ashlee Stetson  
(typed or printed)

Title: Contract Manager  
(typed or printed)

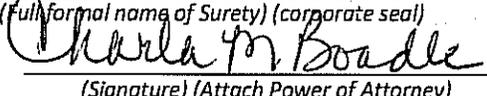
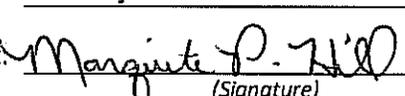
Phone: (907) 373-6572 ext 1

Email: ashlee@wsiak.com

Address: 5099 E. Blue Lupine Drive  
Wasilla, Alaska 99654

Bidder's Contractor License No.: (if applicable) 340

**BID BOND (PENAL SUM FORM)**

<p><b>Bidder</b>                  Name: Wolverine Supply, Inc.                  Address <i>(principal place of business)</i>:                  5099 E. Blue Lupine Dr.                  Wasilla AK 99654-8419</p>	<p><b>Surety</b>                  Name: The Ohio Casualty Insurance Company                  Address <i>(principal place of business)</i>:                  175 Berkeley Street                  Boston MA 02116</p>
<p><b>Owner</b>                  Name: <b>City of Dillingham</b>                  Address <i>(principal place of business)</i>:  <b>P.O. Box 889 (mailing)</b>  <b>141 Main Street (physical)</b>  <b>Dillingham, AK 99576</b></p>	<p><b>Bid</b>                  Project <i>(name and location)</i>:  <b>ITB 2020-01 Lake Road Fire Hall Addition</b>  <b>Dillingham, Alaska</b></p> <p style="text-align: right;">Bid Due Date: <b>Thursday, June 25, 2020, 4:00 PM AKST</b></p>
<p><b>Bond</b>                  Penal Sum: Five Percent of The Total Amount Bid-----<i>(5%)</i>-----                  Date of Bond: July 27, 2020</p>	
<p>Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.</p>	
<p><b>Bidder</b>                  Wolverine Supply, Inc.  <hr/>                 By: <u></u>  <i>(Signature)</i>                  Name: <u>Michelle Clapp</u>  <i>(Printed or typed)</i>                  Title: <u>Vice President</u>  <hr/>                 Attest: <u></u>  <i>(Signature)</i>                  Name: <u>Marc Van Buskirk</u>  <i>(Printed or typed)</i>                  Title: <u>Secretary</u></p>	<p><b>Surety</b>                  The Ohio Casualty Insurance Company  <hr/>                 By: <u></u>  <i>(Signature) (Attach Power of Attorney)</i>                  Name: <u>Charla M. Boadle</u>  <i>(Printed or typed)</i>                  Title: <u>Attorney-In-Fact</u>  <hr/>                 Attest: <u></u>  <i>(Signature)</i>                  Name: <u>Marquita P. Hill</u>  <i>(Printed or typed)</i>                  Title: <u>Witness</u></p>
<p><i>Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.</i></p>	

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
  - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2. All Bids are rejected by Owner, or
  - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8203400

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Charla M. Boadle, James Dinneen, John L. Green

all of the city of Spokane state of WA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 30th day of March, 2020.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: [Signature of David M. Carey]

David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 30th day of March, 2020 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: [Signature of Teresa Pastella]
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 27th day of July, 2020.



By: [Signature of Renee C. Llewellyn]

Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Alaska Business License # 21686

Alaska Department of Commerce, Community, and Economic Development  
Division of Corporations, Business and Professional Licensing  
P.O. Box 110806, Juneau, Alaska 99811-0806

This is to certify that

**WOLVERINE SUPPLY, INC.**

5099 E BLUE LUPINE DRIVE SUITE 201 WASILLA AK 99654

owned by

**WOLVERINE SUPPLY, INC.**

is licensed by the department to conduct business for the period

November 29, 2018 through December 31, 2020  
for the following line of business:

23 - Construction

This license shall not be taken as permission to do business in the state without having complied with the other requirements of the laws of the State or of the United States.  
This license must be posted in a conspicuous place at the business location.  
It is not transferable or assignable.

Mike Navarre



# STATE OF ALASKA

Department of Commerce, Community, and Economic Development  
 Division of Corporations, Business, and Professional Licensing

## Regulation of Construction Contractors and Home Inspectors

Licensed: **WOLVERINE SUPPLY, INC.**

License Type: **General Contractor With Residential Contractor Endorsement**

Status: **Active**

Doing Business As: **WOLVERINE SUPPLY INC**

Commissioner: Mike Navarre

### Relationships

RelationType	License #	License Type	Owners/Entities	Name/DBA	Designations	
					Type	Group
Electrical Administrator Assignee	EAD01178	Electrical Administrator	Dagwood Shoemaker		No designations found	
Residential Endorsement Assignee	RESR1175	Residential Contractor Endorsement	BILL VAN BUSKIRK			
Residential Endorsement Assignee	RESR2515	Residential Contractor Endorsement	BRUCE VAN BUSKIRK			

WOLVERINE SUPPLY INC  
 5099 E BLUE LUPINE DR  
 WASILLA, AK 99654-5419

Wallet Card

**State of Alaska**  
 Department of Commerce, Community, and Economic Development  
 Division of Corporations, Business, and Professional Licensing  
 Regulation of Construction Contractors and Home Inspectors  
**WOLVERINE SUPPLY, INC**  
 DBA: WOLVERINE SUPPLY INC  
 As  
 General Contractor With Residential Contractor Endorsement

Page 17 of 23 License CON.G149	Effective 11/14/2018	Expires 12/31/2020
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## BID FORM FOR CONSTRUCTION CONTRACT

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### ARTICLE 2—ATTACHMENTS TO THIS BID

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- A. Required Bid security;
- B. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
- C. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;

### ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

3.01 *Lump Sum Bids*

A. Bidder will complete the Work in accordance with the Contract Documents for the following lump sum (stipulated) price(s):

1. Lump Sum Price (Single Lump Sum)

Lump Sum Bid Price	\$ 909,964.00
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**ARTICLE 4—TIME OF COMPLETION**

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with ~~Paragraph 15.06 of the General Conditions~~ on or before the dates or within the number of calendar days indicated in the Agreement. **Modification: Substantial completion on 9/1/2021**  
**This bid is for a 5/3/2021 project start date.**
- 4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

**ARTICLE 5—BIDDER’S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA**

5.01 *Bid Acceptance Period*

- A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

- A. Bidder hereby acknowledges receipt of the following Addenda:

<b>Addendum Number</b>	<b>Addendum Date</b>
1	06/10/2020
2	06/20/2020
3	06/25/2020

**ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS**

6.01 *Bidder’s Representations*

- A. In submitting this Bid, Bidder represents the following:
1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
  2. Bidder has visited the Site (or had the opportunity to do so), conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
  4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
  5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the ~~Contract Times~~ <sup>\*\*2021 project\*\*</sup>, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### 6.02 *Bidder's Certifications*

##### A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 6.02.A:
  - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
  - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.

- c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
- d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

**\*\*\*\*\*PLEASE NOTE\*\*\*\*\***

This bid submission has the following modifications to the original RFP-

Project start date is 5/3/2021, and substantial completion of 9/01/2021, unless otherwise agreed upon.

Bid bond, and P&P bond available upon request.--LP

Bidder hereby submits this Bid as set forth above:

Bidder:

Kuchar Construction, LLC

*(typed or printed name of organization)*

By:

Lucas Parker

*(individual's signature)*

Name:

Lucas Parker

*(typed or printed)*

Title:

Project Manager

*(typed or printed)*

Date:

08/07/2020

*(typed or printed)*

*If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.*

Attest:

*(individual's signature)*

Name:

*(typed or printed)*

Title:

*(typed or printed)*

Date:

*(typed or printed)*

Address for giving notices:

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

Bidder's Contact:

Name:

Lucas Parker

*(typed or printed)*

Title:

Project Manager

*(typed or printed)*

Phone:

907-354-6005

Email:

lucas@kucharconstruction.com

Address:

Po Box 770508 Eagle River, AK 99577

Bidder's Contractor License No.: (if applicable)

939873 (AK)

**Mayor**  
Alice Ruby

**Manager**  
Tod Larson



**Dillingham City Council**  
Chris Napoli  
Bill Rodawalt  
Kaleb Westfall  
Curt Armstrong  
Andy Anderson  
Gregg Marxmiller

## MEMORANDUM

**Date:** August 12, 2020  
**To:** Tod Larson, City Manager  
**From:** Cynthia Rogers, Planning Director  
**Subject:** ITB 2020-01, Lake Road Fire Hall Addition, Recommendation

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The voters approved a GO Bond in the amount of \$644,000 for the Lake Road Fire Hall Addition in the spring of 2019. An evaluation team was assembled, including Public Works, Fire, and Planning. After several meetings during the early summer of 2019, the group came to the conclusion that the existing designs from LCG Lantech, Inc. omitted components that were highly desirable for reduction to heating costs through increased energy efficiency:

- Additive Alternate 1: Add radiant floor heat PEX tubing and two manifolds
- Additive Alternate 2: Add boilers, pumps and related equipment for radiant floor heat system

LCG Lantech, Inc. and HMS, Inc. updated the designs and specifications and produced an updated engineer's estimate (Bid Summer 2020) with Base Bid and Add Alternates as follows:

- Base Bid - \$561,096
- Add Alternate 1 - \$20,382
- Add Alternate 2 - \$83,758
- Total Estimated Construction Cost - \$665,236
- Cost Per Square Foot - \$395.97/SF
- Gross Floor Area – 1,680/SF

After competitive sealed bids were sought and not received for the solicitation in June, which was extended into July, we worked with LCG Lantech, Inc. on a direct solicitation. We received two bids, only one of which was responsive, including the ability to achieve substantial completion by January 1, 2021 (150 Days) and Final Feb 1, 2021 (180 Days). The bid amount was \$744,000 (including both bid alts), \$78,764 over the engineer's estimate, and \$100,000 over the GO bond revenue set aside to pay for the project. I am recommending that the City contract with Wolverine Supply, Inc. as the lowest responsible bidder for the following reasons:

- Wolverine has successfully completed other City and local projects
- The City may be able to negotiate the total contract amount down by providing housing
- Due to the high cost of construction in rural Alaska, the City is unlikely to receive a more competitive bid by postponing a solicitation into 2021
- Barring any unforeseen circumstances, the City is able to cover the additional costs through overall GO Bond revenue available

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City of Dillingham Page 1 of 1  
*Our Vision. To have an infrastructure and city workforce that supports a sustainable, diversified and growing economy. We will partner with others to achieve economic development and other common goals that assure a high quality of living, and excellence in education.*