

TO: Pete Miller
 FROM: Dr. Paige McNulty
 DATE: June 8, 2022
 RE: Roofing Replacement - Maintenance Building - R8 - Phase 3

Project Executive Summary

Note: All proposals, quotes, RFPs are solicited and evaluated by GCSC staff.

Project Title: Roof Replacement and Window/Wall System Maintenance Building	
Item	Notes
Approval Needed	Full DUAB
Timeline	October, 2022 through August, 2023
Terms of Contract	GCSC will pay for the project once the work is completed.
Total Cost	Maintenance Building, R8 - \$2,314,000 and R-1-A - \$455,500 = Total \$2,769,500
Cost Savings	N/A.
Fund	Fund 1065
Procurement Procedure	Request for Proposals (RFP)/ Open Bid
Recommended Vendor	Knickerbocker Roofing & Paving Co., Inc - 16851 S. Lathrop Ave., Harvey, IL 60426
Denied Vendors	Korellis, 1333 169th Street, Hammond, IN 46324 (While three (3) Roofing Contractors picked up construction documents, only two (2) contractors submitted bids)
Location	GCSC Building, Grounds and Maintenance, 3840 Georgia Street, 46409
Allowability	Local operations funds; If approved within future 1065 plan, then repair, renovation, or other improvements to school buildings and property being used for educational purposes as of July 1, 2020.
Description	GCSC, based on facility assessments and master facility plans, is replacing existing flexible sheet roofing and removing/replacing the window and wall panel systems at the Building, Grounds and Maintenance location due to aging, years of neglect, and hazardous conditions.
Rationale	The past and present conditions of building roofs throughout the district have led to consistent leaking, mold/mildew build up, and limited use of space. Roof upgrades will enable safe use of inside areas, materials, and equipment while securely maintaining healthier work environments for all.
Audience	GCSC District

CONTRACTOR AGREEMENT

This Agreement is entered into between the Gary Community School Corporation (the “School Corporation”) and **Knickerbocker Roofing & Paving Co., Inc.** (the “Contractor”) on the dates set forth below.

- 1. Description of Project and Scope of Work:** The School Corporation and Contractor agree that the Contractor shall perform the work set forth in the “Project Description and Scope of Work” in Exhibit A of this Agreement, which is attached hereto and incorporated herein by reference.
- 2. Contract Term:** The work to be performed under this Agreement shall commence within **30** calendar days of the last signatory to this Agreement. The work shall be completed within **270 (from start date of work)** calendar days. The term of this Agreement may be extended by written mutual agreement of the parties.
- 3. Timeline for Project:** The work performed by the Contractor shall be carried out in accordance with the timeline set forth in Exhibit B of this Agreement, which is attached hereto and incorporated herein by reference. If the scope of work is not substantially completed by the date set forth in Exhibit B, then the Contractor agrees to pay liquidated damages to the School Corporation in the sum of **\$1,000.00** a week.
- 4. Change Orders:** Any changes or modifications to the scope of work, the timeline for the project, payment terms or any other aspect of this Agreement must be made in writing and signed by an authorized representative for each party to this Agreement.
- 5. Payments:** In exchange for the work performed by Contractor pursuant to this Agreement, the School Corporation agrees to pay a total contract price in the sum of **\$2,769.500.00** which shall be paid in accordance with the invoicing and payment schedule in Exhibit C, which is attached hereto and incorporated herein by reference. Contractor shall issue an invoice to the School Corporation for each payment due at least **30** days prior to the due date in which the School Corporation must pay each invoice.
- 6. Permits and Other Requirements:** Contractor shall obtain all permits, certifications and/or other documents required to complete the project through the appropriate local, state or federal agencies. Contractor must present to the School Corporation a valid copy of all required permits, certifications or other documents as proof that it has fulfilled the requirements of this provision of the Agreement.
- 7. Criminal History Background Check:** Contractor shall have an expanded criminal history background check completed on any employee or agent of Contractor who will be performing work under this Agreement and will be having contact with students. Such expanded criminal history background check must be completed prior to commencement of work under this Agreement. Contractor shall pay all costs associated with the criminal history background check required pursuant to this provision. Contractor shall provide documentation of the results of all expanded criminal history background checks to the Business Office of the School Corporation. A copy of the criminal history background

checks will be made for the School Corporation's file and the original returned to the Contractor. Contractor understands and agrees that this Agreement is contingent upon acceptable results of the criminal history background check. If the results of such background checks are unacceptable to the School Corporation in the School Corporation's sole discretion, then the School Corporation may immediately terminate this Agreement and all obligations of the parties under this Agreement shall immediately cease.

8. **Indemnification:** Contractor agrees to indemnify and hold the School Corporation harmless from any and all claims, liabilities, damages and expenses (including attorneys' fees) that may be incurred by or asserted against the School Corporation on account of or arising out of any act or omission by Contractor or anyone acting on the Contractor's behalf in conjunction with the performance of the services contemplated by this Agreement.
9. **Insurance:** Contractor shall obtain and maintain general liability insurance in the minimum amount of **\$1,000,000.00**. Contractor shall provide the Business Office of the School Corporation with a copy of his/her/its general liability insurance coverage showing the coverage specified is in force and effect throughout the entire time in which Contractor is performing work under this Agreement. Contractor shall also provide to the Business Office of the School Corporation written proof of worker's compensation insurance coverage for all employees who perform work for the Contractor pursuant to this Agreement.
10. **Termination:** This Agreement may be immediately terminated by the School Corporation if Contractor defaults under the terms of this Agreement and does not remedy such default within **5** days of being provided written notice by the School Corporation of the default. In the event the School Corporation would be unable to fund this Agreement, then the School Corporation may immediately terminate this Agreement and its relationship with Contractor with or without advance notice. In the event the School Corporation terminates this Agreement, then Contractor shall only receive compensation for work performed up through the date of termination of this Agreement.
11. **Claims and Disputes:** All disputes between the parties will be submitted to a court with jurisdiction in Lake County, Indiana.
12. **Independent Contractor Status:** Contractor acknowledges that his/her/its status is that of an INDEPENDENT CONTRACTOR and that nothing contained herein is intended to create any other type of relationship with the School Corporation, specifically including an employer-employee relationship between the Contractor and/or any of Contractor's employees, representatives and/or agents with the School Corporation. Contractor understands and acknowledges that he/she/it is not permitted to make any representation that he/she/it is an employee, agent or representative of the School Corporation.
13. **Employment Eligibility Verification:** The Contractor swears or affirms under the penalties of perjury that the Contractor does not knowingly employ an unauthorized

alien. The Contractor further agrees that:

- A. The Contractor shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined by law. The Contractor is not required to participate should the E-Verify program cease to exist. Additionally, the Contractor is not required to participate if the Contractor is self-employed and does not employ any employees.
- B. The Contractor shall not knowingly employ or contract with an unauthorized alien. The Contractor shall not retain an employee or contract with a person that the Contractor subsequently learns is an unauthorized alien.
- C. The Contractor shall require his/her/its subcontractors, who perform work under this Agreement, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor. The School Corporation may terminate for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the School Corporation.

14. Severability: The parties agree that each and every paragraph, sentence, clause, term and provision of this Agreement is severable and that, in the event any portion of this Agreement is adjudged to be invalid or unenforceable, the remaining portions thereof shall remain in full force and effect to the fullest extent permitted by law.

15. Nondiscrimination: Pursuant to the Indiana Civil Rights Law, specifically including IC § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Contractor covenants that it shall not discriminate against any employee or applicant for employment relating to this Agreement with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Contractor certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this paragraph may be regarded as a material breach of this Agreement, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the School Corporation and any applicant or employee of the Contractor or any subcontractor.

16. Miscellaneous: This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of such together shall constitute one and the same instrument. The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

17. Governing Law: This Agreement shall be interpreted in accordance with and be governed exclusively by the laws of the State of Indiana.

18. Entire Agreement: This Agreement constitutes the complete agreement between the parties with regard to the subject matter addressed herein, shall supersede any and all previous agreements and/or commitments, whether oral or written, between the parties and shall not be amended or modified absent an agreement signed by both parties. The parties further agree that no verbal or other statements, discussions, or impressions, other than those provisions contained in this Agreement, have been relied upon by either party in executing this Agreement.

19. Compliance with Laws. The Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Agreement shall be reviewed by the School Corporation and the Contractor to determine whether the provisions of this Agreement require formal modification.

IN WITNESS WHEREOF, the parties have signed, or caused a duly authorized agent thereof to sign, this Agreement on their behalf and thereby acknowledge their intent to be bound by its terms and conditions.

**GARY COMMUNITY SCHOOL
CORPORATION**

By: _____
Authorized Representative

Approval Date: _____

**KNICKERBOCKER ROOFING &
PAVING CO., INC.**

By: _____
Authorized Representative

Approval Date: _____

EXHIBIT A

Project Description and Scope of Work

Project Description:

GCSC, based on facility assessments and master facility plans, is replacing the existing flexible sheet roofing and removing/replacing the window and wall panel systems at the Building, Grounds and Maintenance location.

Scope of Work:

See attached (Conditions for all contracted work.)

EXHIBIT B

Project Timeline

Work shall commence on receipt of roofing materials and will be carried out in phases in accordance with the following schedule:

Phase 1:

Ordering of roofing materials (July, 2022 thru October, 2022)

Phase 2:

Roofing project completion - 270 Days (October, 2022 thru July, 2023)

Project Flexibility Options:

- Building, Grounds, & Maintenance Building - R8 and R-1-A Projects - Roofing/Window/Wall replacement

[Add additional phases as applicable to the project.]

All work to be performed under this Agreement shall be substantially completed no later than 60 days from the receipt of roofing materials. For purposes of this Agreement, “substantial completion” shall mean the entire project and scope of work set forth in Exhibit A have been completed and the School Corporation may occupy and use the building or portion of the building subject to this Agreement for its intended purpose.

EXHIBIT C**Payment Schedule**

Invoice Issuance Date by Contractor	Payment Due Date by School Corporation	Payment Amount
Materials billed once received. Upon completion of roof/window/wall replacement - Phase 3 Project: R8	Within 30 days of submission of invoice	Base Work R-8 - \$2,314,000 R-1-A - \$455,500 Total - \$2,769,500

Bid Bond

CONTRACTOR:

(Name, legal status and address)
Knickerbocker Roofing and Paving Co., Inc.
16851 South Lathrop Avenue
Harvey, IL 60426

SURETY:

(Name, legal status and principal place of business)
Western Surety Company: Corporation
151 N. Franklin Street
Chicago, IL 60606

OWNER:

(Name, legal status and address)
Gary Community School Corporation
900 Gerry Street
Gary, IN 46407

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

BOND AMOUNT: Five Percent of the Amount of Bid----- (--5%--)

PROJECT:

(Name, location or address, and Project number, if any)
Roof Replacement 2022- Phase 3

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 7th day of June, 2022.


(Witness)

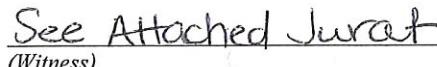
Knickerbocker Roofing and Paving Co., Inc.

(Seal)



(Title) Vice President

Western Surety Company


(Witness)


(Seal)

(Title) Courtney A. Flaska, Attorney In Fact

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Surety Company Acknowledgement

STATE OF **ILLINOIS**
COUNTY OF **COOK** SS:

On this 7th day of June, 2022 before me personally appeared Courtney A. Flaska, to me known, who, being by me duly sworn, did depose and say: that (s)he resides at Schaumburg, Illinois, that (s)he is the **Attorney in Fact** of Western Surety Company, the corporation described in and which executed the annexed instrument; that (s)he knows the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that (s)he signed his/her name thereto by like order; and that the liabilities of said corporation do not exceed its assets as ascertained in the manner provided by law.

Samantha Bradtke
Notary Public in and for the above County and State

My Commission Expires: 06/23/25



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

J. S. Pohl, James L Sulkowski, Carol A Dougherty, R B Schutz, Christine Eitel, Sherene L Hemler, Mike Pohl, Kirk Liskiewitz, Courtney A Flaska, Brien Spoden, Lucianne Bischoff, Samantha Bradtke, Individually

of Schaumburg, IL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 21st day of June, 2021.

WESTERN SURETY COMPANY



Paul T. Bruflat, Vice President

State of South Dakota } ss
County of Minnehaha }

On this 21st day of June, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 7th day of June, 2022.

WESTERN SURETY COMPANY



L. Nelson, Assistant Secretary

SECTION 00 4150
CONTRACTOR'S BID SUPPLEMENT TO FORM 96

THIS FORM IS TO BE USED AS A SUPPLEMENT TO FORM 96 (CURRENT EDITION) AND SHALL BE INCLUDED WITH CONTRACTOR'S BID.

TO:

Board of School Trustees
Gary Community School Corporation
9th Avenue, Gerry Street
Gary, Indiana 46406

FOR:

Gary Community School Corporation
Roof Replacement 2022 - Phase 3

Project R-8 - Maintenance Building

Bid Date: June 7, 2022 at 11:00am CST

Contractor shall make copies of this form for use at each Bid Opening

THE FOLLOWING DOCUMENTS, EITHER ENCLOSED HEREIN OR OBTAINED SEPARATELY, SHALL BE INCLUDED WITH THE BIDDERS PROPOSAL IN ORDER TO QUALIFY AS A RESPONSIBLE BID.

FORM NO. 96 (CURRENT EDITION) as prescribed by Indiana State Board of Accounts

CONTRACTOR'S BID SUPPLEMENT TO FORM 96

5% BID BOND or CERTIFIED CHECK for 5% of the Bid

RECORD OF CONTACTED MINORITY BUSINESS ENTERPRISES (MBE) & EMERGING BUSINESS ENTERPRISES (EBE)

CERTIFICATE(S) OF INSURANCE

LIST OF SUBCONTRACTORS

NON-COLLUSION AFFIDAVIT

EXPECTED CONSTRUCTION SCHEDULE

PURSUANT TO NOTICES GIVEN, THE UNDERSIGNED PROPOSES TO FURNISH ALL MATERIALS AND LABOR NECESSARY TO COMPLETE THE FOLLOWING WORK ACCORDING TO DRAWINGS AND SPECIFICATIONS AND ADDENDUM (RECEIPT OF SAID ADDENDUM BEING ACKNOWLEDGED) AS PREPARED BY MARTINRILEY ARCHITECTS|ENGINEERS. OUR BID(S) ARE AS FOLLOWS:

PROJECT R-8: MAINTENANCE BUILDING

Base Work R-8: The removal of existing flexible sheet roofing (ballasted and fully adhered) and built-up roof systems down to structural deck and installation of new fully adhered EPDM roof system on roof areas <1>, <2>, <3>, <4>, <5>, <6>, <7>, <8>, <9>, <10>, <11>, and <12>

Two million three hundred fourteen thousand Dollars \$ 2,314,000.00

(Amount in words)

(Figures)

1.01 ALTERNATE R-1-A:

Alternate R-1-A: The removal of window system and wall panel system and replacement with new window system and wall panel system at walls adjacent to roof area <6> below and <7>, <8>, <9> above.

Hundred

Four hundred fifty five thousand Five Dollars \$ 455,500

(Amount in words)

(Figures)

UNIT PRICE : IF EXTRA WORK IS NECESSARY OR REQUESTED, SUCH WORK SHALL BE COMPLETED ACCORDING TO WRITTEN INSTRUCTIONS OF THE ARCHITECT/CONSULTANT AND OWNER FOR THE FOLLOWING UNIT PRICE:

The bidder shall state the amount to remove existing damaged or deteriorated metal decking and replace with new 22 ga 1-1/2" metal decking to match existing. New decking shall be installed and fastened per industry standards

ADD\$ 14.00 per square foot

The bidder shall state the amount to remove existing damaged or deteriorated wood plank decking and replace with new to match existing. New decking shall be installed and fastened per industry standards

ADD\$ 12.00 per board foot

The bidder shall state the amount to remove existing damaged or deteriorated cementitious wood fiber decking and replace with new to match existing. New decking shall be installed and fastened per industry standards

ADD\$ 20.00 per square foot

The bidder shall state the amount to remove any damaged or deteriorated wood blocking and replace with new exterior grade treated lumber to match existing.

ADD\$ 12.00 per board foot

The bidder shall state the amount to remove damaged or deteriorated roof drain (4") and replace with new cast-iron roof drain to match existing size +10' of new insulated schedule 40 PVC drain line to match existing size tying into existing horizontal drain line with no-hub adapter

ADD\$ 3,800.00 each

The bidder shall state the amount to provide additional brick replacement

ADD\$ 65.00 per brick

The bidder shall state the amount to provide additional masonry expansion joints

ADD\$ 39.00 per lineal foot

The bidder shall state the amount to provide additional mortar replacement at head/bed joints of brick veneer

ADD\$ 12.00 per lineal foot

ADD\$ 24.00 per square foot

ADDENDA: THE UNDERSIGNED HERE ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDUM(S) COVERING REVISIONS TO THE DRAWINGS AND/OR SPECIFICATIONS, THE COST OF SUCH REVISIONS, IF ANY, BEING INCLUDED IN THE BID SUM QUOTED ABOVE:

Addendum No. 1 Dated 5/18/2022

Addendum No. 2 Dated 6/2/2022

Addendum No. 3 Dated 6/3/2022

COMPLETION TIME: THE UNDERSIGNED AGREES TO BEGIN WORK PROMPTLY AND HAVE THE WORK SUBSTANTIALLY COMPLETED WITHIN THE TIME PERIOD IDENTIFIED IN THE INSTRUCTION TO BIDDERS COMPLETION TIME SCHEDULE.

CONTRACTOR'S STATEMENT OF PREBID CONFERENCE ATTENDANCE: THE BIDDER HEREBY STATES THAT THE FOLLOWING INDIVIDUALS REPRESENTING THEIR FIRM, HAVE ATTENDED THE PREBID CONFERENCE AND HAVE CONVEYED TO THEM THE SALIENT INFORMATION CONTAINED IN THE DRAWINGS AND SPECIFICATIONS AND THE INTENT OF THE OWNER AND ARCHITECT TO THEM:

STEVE DREBS - PROJECT MANAGER

(Name and Title)

(Name and Title)

GUARANTEE OF PRICES: BY SIGNING THEIR PROPOSALS, THE BIDDERS AGREE TO GUARANTEE THEIR PRICES FOR SIXTY (60) CONSECUTIVE DAYS FROM SUBMITTAL DATE AND TO ENTER INTO AGREEMENT WITH THE OWNER TO PERFORM THE WORK FOR THE STATED BID SUMS AT ANY TIME DURING THIS PERIOD.

LEGAL STATUS OF BIDDERS: UNDERSIGNED BIDDER WILL RECEIVE SERVED OR MAILED COMMUNICATIONS AT THE FOLLOWING LEGAL ADDRESS:

STREET 16851 LATHROP AVENUE
CITY HARVEY STATE IL ZIP 60426

THE UNDERSIGNED DECLARES THEIR LEGAL STATUS AS:

CORPORATION

(Sole Proprietor, Partnership, or Corporation)

ORGANIZED UNDER THE LAWS OF THE STATE
OF ILLINOIS

NAMES AND ADDRESS OF ALL PARTIES WHO ARE PARTIED TO THIS PROPOSAL:

KNICKERBOCKER ROOFING AND PAVING CO. INC.

(Name of Entity)

16851 LATHROP AVENUE HARVEY, IL 60426

(Address)

Brian J Cronin Vice President

(Name and Title)

Brian J Cronin

(Signature)

SIGNED AND SEALED THIS

3rd DAY OF

June 2022

CONTRACTOR'S STATEMENT OF PERFORMANCE AND LABOR/MATERIAL PAYMENT BONDS: THE BIDDER HEREBY STATES THAT THE BONDS REQUIRED FOR THIS PROJECT WILL BE PROVIDED BY AND UNDERWRITTEN BY THE FOLLOWING COMPANY AND THAT THIS COMPANY IS RATED A OR A+ BY BEST INSURANCE REPORTS.

WESTERN SURETY COMPANY : CORPORATION

(Name and Title)

151 NORTH FRANKLIN STREET CHICAGO, IL 60606

(Address)

1.02

END OF SECTION



CONTRACTOR'S BID FOR PUBLIC WORK - FORM 96

State Form 52414 (R2 / 2-13) / Form 96 (Revised 2013)
Prescribed by State Board of Accounts

PART I

(To be completed for all bids. Please type or print)

Date (month, day, year): June 7th, 2022

1. Governmental Unit (Owner): Board of School Trustees - Gary Community School Corporation
2. County: Lake County
3. Bidder (Firm): Knickerbocker Roofing and Painting Co. Inc.
Address: 11851 Lathrop Avenue
City/State/ZIPcode: Harvey, IL 60426
4. Telephone Number: 708-389-7260
5. Agent of Bidder (if applicable): _____

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of Roof Replacement 2022 Phase 3-Project R-8-Maintenance Building (Governmental Unit) in accordance with plans and specifications prepared by Martin Riley Architects and Engineers and dated 05/04/2022 for the sum of Two Million Four Hundred Forty Thousand 2,440,000.00.

The undersigned further agrees to furnish a bond or certified check with this bid for an amount specified in the notice of the letting. If alternative bids apply, the undersigned submits a proposal for each in accordance with the notice. Any addendums attached will be specifically referenced at the applicable page.

If additional units of material included in the contract are needed, the cost of units must be the same as that shown in the original contract if accepted by the governmental unit. If the bid is to be awarded on a unit basis, the itemization of the units shall be shown on a separate attachment.

The contractor and his subcontractors, if any, shall not discriminate against or intimidate any employee, or applicant for employment, to be employed in the performance of this contract, with respect to any matter directly or indirectly related to employment because of race, religion, color, sex, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS (If applicable)

I, the undersigned bidder or agent as a contractor on a public works project, understand my statutory obligation to use steel products made in the United States (I.C. 5-16-8-2). I hereby certify that I and all subcontractors employed by me for this project will use U.S. steel products on this project if awarded. I understand that violations hereunder may result in forfeiture of contractual payments.

ACCEPTANCE

The above bid is accepted this _____ day of _____, _____, subject to the following conditions: _____

Contracting Authority Members:

PART II

(For projects of \$150,000 or more - IC 36-1-12-4)

Governmental Unit: Board of School Trustees-Gary Community School Corporation

Bidder (Firm) Knickbocker Roofing & Paving Co. Inc.

Date (month, day, year): JUNE 7th, 2022

These statements to be submitted under oath by each bidder with and as a part of his bid.
Attach additional pages for each section as needed.

SECTION I EXPERIENCE QUESTIONNAIRE

1. What public works projects has your organization completed for the period of one (1) year prior to the date of the current bid?

Contract Amount	Class of Work	Completion Date	Name and Address of Owner
\$ 3,054,000.00	Roofing	04/2021	College of Lake County 19351 W. Washington St. Grayslake, IL 60030
\$ 1,368,000.00	Roofing	12/2021	Chicago Park District 514 N. Fairbanks Chicago, IL 60605
\$ 2,024,000.00	Roofing	12/2021	Chicago Public Schools 1/2 W. Madison St. Chicago, IL 60602
\$ 848,000.00	Roofing	03/2022	Champaign County 1716 E. Washington St. Urbana, IL 61802

2. What public works projects are now in process of construction by your organization?

Contract Amount	Class of Work	Expected Completion Date	Name and Address of Owner
\$ 2,207,500.00	Roofing	09/2023	Chicago Public Schools 42 W. Madison St. Chicago, IL 60602
\$ 1,113,000.00	Roofing	05/2023	Cook County 118 N. Clark St. Chicago, IL 60602
\$ 885,000.00	Roofing	10/2022	Chicago Public Schools 42 W. Madison St. Chicago, IL 60602
\$ 819,100.00	Roofing	10/2022	Chicago Public Schools 42 W. Madison St. Chicago, IL 60602

3. Have you ever failed to complete any work awarded to you? NO If so, where and why?

4. List references from private firms for which you have performed work.

Palmer House Hotel - Eric Tschudy - (312) 917-3413

Northwestern University - Robert Carlton - (847) 467-7499

Community Specialists - (312) 583-1720 Natalie Prapac

Our Lady of Perpetual Help (847) 652-6608 Mike Hrvojeric

University of Chicago - Art Delmuro (773) 884-0391

SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE

1. Explain your plan or layout for performing proposed work. (Examples could include a narrative of when you could begin work, complete the project, number of workers, etc. and any other information which you believe would enable the governmental unit to consider your bid.)

Work would begin in October 2022 and complete by end of August 2023
We will provide 7-10 workers each day plus subcontractors. All work will
be done in accordance with OSHA Safety Requirements. See attached
for information about Knickerbockers team and company history.

2. Please list the names and addresses of all subcontractors (i.e. persons or firms outside your own firm who have performed part of the work) that you have used on public works projects during the past five (5) years along with a brief description of the work done by each subcontractor.

Katco Plumbing - 415 S. William St. Mt. Prospect, IL - Plumbing

Durango Painting - 28410 Costal Drive, Aurora IL 60503 - Painting

Midwest Mechanical Group Inc - 801 Parkview Blvd, Lombard, IL - HVAC

Berglund Construction - 8410 S. Chicago Ave. Chicago, IL 60617 - Masonry

M&D Environmental - P.O. Box 759, Homewood, IL 60430 - Asbestos Removal

3. If you intend to sublet any portion of the work, state the name and address of each subcontractor, equipment to be used by the subcontractor, and whether you will require a bond. However, if you are unable to currently provide a listing, please understand a listing must be provided prior to contract approval. Until the completion of the proposed project, you are under a continuing obligation to immediately notify the governmental unit in the event that you subsequently determine that you will use a subcontractor on the proposed project.

Garrison Construction 3965 Harrison St. Gary, IN 46408 Demo/Rough Carpentry.

No Bond Required. Saws, Grinders, Dumpsters ; Katco Development Inc.

415 S. Williams St. Mount Prospect IL 60056 HVAC/Plumbing No Bond Required.

Welder, Hand Tools, Piping. Hi-Lo Building Restoration 1301 S. Stephen Dr. Palos Park IL

60464. No Bond Required. Grinders, Mixers, Scaffolding ; Vac-It All Services Inc.

4533 Green Park Rd. St. Louis, MO 63128 : Gravel Removal. No bond required. Vacuum, Hoses

4. What equipment do you have available to use for the proposed project? Any equipment to be used by subcontractors may also be required to be listed by the governmental unit.

Crane, cutters, Beam, Saws, Grinders, Scaffolding, Mixers,
Dumpsters, Dumptrucks, Safety Rails, Harnesses, Mobile
Tie off Carts, Shakers.

5. Have you entered into contracts or received offers for all materials which substantiate the prices used in preparing your proposal? If not, please explain the rationale used which would corroborate the prices listed.

Yes.

SECTION III CONTRACTOR'S FINANCIAL STATEMENT

Attachment of bidder's financial statement is mandatory. Any bid submitted without said financial statement as required by statute shall thereby be rendered invalid. The financial statement provided hereunder to the governing body awarding the contract must be specific enough in detail so that said governing body can make a proper determination of the bidder's capability for completing the project if awarded.

SECTION IV CONTRACTOR'S NON – COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

SECTION V OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated at HARVEY, IL this 3rd day of JUNE, 2022

KNICKERBOCKER ROOFING AND PAVING CO. INC.

(Name of Organization)

By Brian J. Cronin
Vice President

(Title of Person Signing)

ACKNOWLEDGEMENT

STATE OF Illinois)
COUNTY OF COOK)
ss

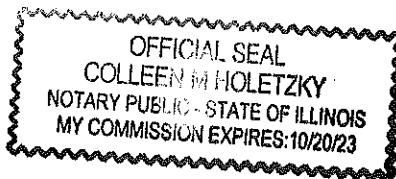
Before me, a Notary Public, personally appeared the above-named Brian J. Cronin and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to before me this 3 day of June, 2022.

Amber Shatzky
Notary Public

My Commission Expires: Oct. 20, 2023

County of Residence: Cook



BID OF

Knickertcker Roofing & Paving Co. Inc.
(Contractor)

16851 Lathrop Ave.
(Address)

Harvey, IL 60426

FOR

PUBLIC WORKS PROJECTS

OF

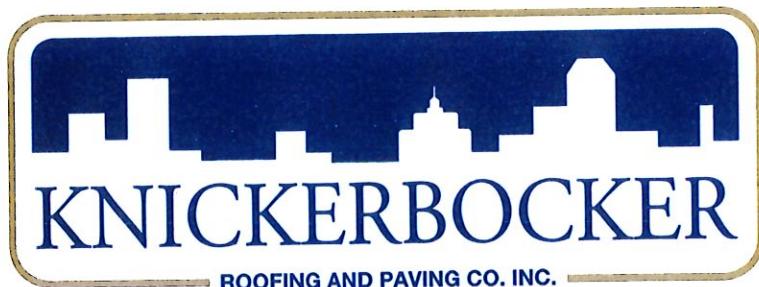
Gary Community School Corporation

Roof Replacement 2022 - Phase 3

Project R & Maintenance Building

Filed _____

Action taken _____



**16851 South Lathrop Avenue • Harvey, IL 60426-6030
(708) 339-7260 • FAX (708) 339-3806
STATE OF ILLINOIS LICENSE #104.003433**

06/07/2022

RE: Roof Replacement 2022 Phase – Project R-8- Maintenance Building

Knickerbocker has not contacted any Women Minority Business Enterprises (WMBE) or Emerging Business Enterprises (EME) in regards to this project.

**CHRISTOPHER M. CRONIN • ROBERT C. CRONIN • PAUL V. CRONIN
MARK A. CRONIN, III • MARK W. MORAN • BRIAN J. CRONIN
OVER 125 YEARS OF SERVICE**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/01/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER DSP Insurance 1900 E. Golf Road Suite 650 Schaumburg IL 60173	CONTACT NAME: Jeannene Miller PHONE (A/C. No/Ext): (847) 934-6100 FAX (A/C. No): (847) 934-6186 E-MAIL ADDRESS: jmiller@dspins.com	
	INSURER(S) AFFORDING COVERAGE NAIC # INSURERA: Transportation Insurance Compa 20494 INSURERB: National Fire Insurance Compan 20478 INSURERC: Continental Insurance Co. 35289 INSURERD: Continental Casualty Company 20443 INSURERE: INSURERF:	
INSURED Knickerbocker Roofing & Paving Co., Inc. 16851 South Lathrop Avenue Harvey IL 60426	INSURERB: National Fire Insurance Compan 20478 INSURERC: Continental Insurance Co. 35289 INSURERD: Continental Casualty Company 20443 INSURERE: INSURERF:	

COVERAGEs

CERTIFICATE NUMBER: Cert ID 30722

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
D	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab		GL6046008365	03/01/2022	03/01/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Each occurrence)	\$ 1,000,000
						MED EXP (Any one person)	\$ 300,000
						PERSONAL & ADV INJURY	\$ 10,000
						GENERAL AGGREGATE	\$ 1,000,000
						PRODUCTS - COMPIOP AGG	\$ 2,000,000
						Empl. Benefits Liab	\$ 1,000,000
						COMBINED SINGLE LIMIT (If a accident)	\$ 1,000,000
B	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	BUA6045906353	03/01/2022	03/01/2023	BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE		CUE6046029717	03/01/2022	03/01/2023	EACH OCCURRENCE	\$ 10,000,000
						AGGREGATE	\$ 10,000,000
							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N N/A	WC6046008351	03/01/2022	03/01/2023	<input checked="" type="checkbox"/> PER STATUTE E.I. EACH ACCIDENT E.I. DISEASE - EA EMPLOYEE E.I. DISEASE - POLICY LIMIT	OTH- ER \$ 1,000,000 \$ 1,000,000 \$ 1,000,000
B	Leased & Rented Equip		C6045906353	03/01/2022	03/01/2023	Per Item \$2500. Ded ACV	\$ 235,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 National Fire Ins. Co. Policy #C6045906353 03/01/22 - 03/01/23 Installation
 Floater-Maximum Amount \$500,000-Covered Property in Transit \$100,000-Any One Storage

CERTIFICATE HOLDER

CANCELLATION

Proof of Insurance	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE 	

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Independent Accountants' Review Report

To the Board of Directors of
Knickerbocker Roofing and Paving Co., Inc. and Knickerbocker Sheet Metal Co., Inc.

We have reviewed the accompanying consolidated balance sheet of Knickerbocker Roofing and Paving Co., Inc. and Knickerbocker Sheet Metal Co., Inc. (collectively, the Companies) as of April 30, 2021 and the related consolidated statements of income, changes in equity, and cash flows for the year then ended and the related notes to the consolidated financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of the consolidated financial statements that are free from material misstatement whether due to fraud or error.

Accountants' Responsibility

Our responsibility is to conduct the review in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the consolidated financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

Accountants' Conclusion

Based on our review, we are not aware of any material modifications that should be made to the accompanying consolidated financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

Supplementary Information

The Supplementary information is presented for purposes of additional analysis and is not a required part of the basic consolidated financial statements. The information is the representation of management. We have reviewed the information and, based on our review, we are not aware of any material modifications that should be made to the information in order for it to be in accordance with accounting principles generally accepted in the United States of America. We have not audited the information and, accordingly, do not express an opinion on such information.

Baker Tilly US, LLP

Chicago, Illinois
July 22, 2021

Baker Tilly US, LLP, trading as Baker Tilly, is a member of the global network of Baker Tilly International Ltd., the members of which are separate and independent legal entities.

Knickerbocker Roofing & Paving Co., Inc. and Knickerbocker Sheet Metal Co., Inc.

Consolidated Balance Sheet

April 30, 2021

Assets

Current Assets

Cash and cash equivalents	\$ 1,945,281
Contracts receivable, net	3,515,182
Contract assets:	
Retainage receivable	653,530
Costs and estimated earnings in excess of billings on uncompleted contracts	384,433
Inventory	249,196
Other current assets	51,188
Income taxes receivable	40,540
Due from related parties	4,625
	<hr/>
Total current assets	6,843,955
	<hr/>
Property and Equipment, Net	757,883
	<hr/>

Other Assets

Cash surrender value of life insurance	1,401,230
	<hr/>
Total assets	\$ 9,003,068

Liabilities and Equity

Current Liabilities

Short term debt	\$ 159,029
Accounts payable and accrued liabilities	1,846,330
Accounts payable, Knickerbocker Sheet Metal	37,370
Accrued expenses:	
Salaries and wages	177,653
Retirement plan and trust contribution	287,360
Property and payroll taxes	611,801
Accrued real estate taxes	36,233
Deferred tax liability	29,411
Accrued expenses, Knickerbocker Sheet Metal	84,024
Billings in excess of costs and estimated earnings on uncompleted contracts	1,089,067
	<hr/>
Total current liabilities	4,358,278

Long-Term Liabilities

Long term debt	2,065,200
	<hr/>
Total liabilities	6,423,478

Equity

Knickerbocker Roofing & Paving Co., Inc. shareholders' equity:

Common stock	25,000
Preferred stock	12,100
Treasury stock	(733,150)
Additional paid-in capital	126,500
Retained earnings	2,792,017
	<hr/>
Total Knickerbocker Roofing & Paving Co., Inc. shareholders' equity	2,222,467
	<hr/>
Noncontrolling interests	357,123
	<hr/>
Total equity	2,579,590
	<hr/>
Total liabilities and equity	\$ 9,003,068

Knickerbocker Roofing & Paving Co., Inc. and Knickerbocker Sheet Metal Co., Inc.

Consolidated Statement of Income
Year Ended April 30, 2021

Revenues	\$ 23,575,589
Less subcontract work	<u>1,492,650</u>
Total revenues	22,082,939
Cost of Revenues	<u>18,859,190</u>
Gross profit	3,223,749
Selling and Administrative Expenses	<u>2,936,466</u>
Income from operations	<u>287,283</u>
Other Income (Expense)	
Interest, net	(87,447)
Rental income	<u>3,582</u>
Net other income (expense)	<u>(83,865)</u>
Income before provision for income taxes	203,418
Income Tax Expense	<u>42,754</u>
Net income	160,664
Net Income Applicable to Noncontrolling Interests	<u>10,420</u>
Net income applicable to Knickerbocker Roofing & Paving Co., Inc.	150,244
Preferred Dividend Distributions	<u>(17,780)</u>
Net income attributable to common shareholders	<u>\$ 132,464</u>

ESTIMATED CONSTRUCTION SCHEDULE

PROJECT NAME

Gary Community School Corporation
Roof Replacement - Phase 3

PROJECT OWNER

Gary Community School Corporation

PROJECT START DATE

10/17/2022

PROJECT END DATE

6/30/2023

TASK DESCRIPTION	START DATE	END DATE	DURATION in days
Roof Area 1	10/17/22	10/26/22	8
Roof Area 2	10/27/22	11/2/22	5
Roof Area 3	11/3/22	11/8/22	4
Roof Area 4	11/9/22	11/16/22	5
Roof Area 5	11/17/22	11/22/22	4
Roof Area 6	3/1/23	4/3/23	24
Roof Area 7	3/1/23	4/3/23	24
Roof Area 8	3/1/23	4/3/23	24
Roof Area 9	3/1/23	4/3/23	24
Roof Area 10	4/4/23	4/11/23	6
Roof Area 11A/11B	4/11/23	5/31/23	36
Roof Area 12	6/1/23	6/8/2023	6
Details/Closeout/Final Inspection	6/9/23	6/30/23	16

ROOFING CONTRACTOR'S INSTALLER'S CERTIFICATION**5.01 THE FOLLOWING IS REQUIRED FROM THE SPECIFIED ROOFING SYSTEM MANUFACTURER FOR EACH PROJECT WITH BID PACKAGE.**

A. Project

Name: Roof Replacement 2022 - Phase 3

B. Building's

Name: Maintenance Building - 3840 Georgia Street, Gary, IN 46407C. Be advised that as of this date June 3, 2022, the following

D. Roofing

Contractor Knickerbocker Roofing and Paving Co. Inc.

E. (contractor's name)

F. 16851 Lathrop Avenue, Harvey, IL 60426 is fully certified

G. (contractor's address)

H. to install and repair any and all roofing systems warranted and without warranty as offered by:

I. Sika Sarnafil

J. (name of manufacturer)

K. Tami Miller

L. (Manufacturer's Authorized Warranty Representative's Signature)

M. Tami Miller

N. (Print or Type Name)

O. Assistant Technical Manager - Midwest

P. (Title)

Q. Date: June 3, 2022**END OF SECTION**

SECTION 00 4150
CONTRACTOR'S BID SUPPLEMENT TO FORM 96

THIS FORM IS TO BE USED AS A SUPPLEMENT TO FORM 96 (CURRENT EDITION) AND SHALL BE INCLUDED WITH CONTRACTOR'S BID.

TO:

Board of School Trustees
Gary Community School Corporation
9th Avenue, Gerry Street
Gary, Indiana 46406

COPY

FOR:

Gary Community School Corporation
Roof Replacement 2022 - Phase 3

Project R-8 - Maintenance Building
Bid Date: June 7, 2022 at 11:00am CST
Contractor shall make copies of this form for use at each Bid Opening

THE FOLLOWING DOCUMENTS, EITHER ENCLOSED HEREIN OR OBTAINED SEPARATELY, SHALL BE INCLUDED WITH THE BIDDERS PROPOSAL IN ORDER TO QUALIFY AS A RESPONSIBLE BID.

FORM NO. 96 (CURRENT EDITION) as prescribed by Indiana State Board of Accounts
CONTRACTOR'S BID SUPPLEMENT TO FORM 96
5% BID BOND or CERTIFIED CHECK for 5% of the Bid
RECORD OF CONTACTED MINORITY BUSINESS ENTERPRISES (MBE) & EMERGING BUSINESS ENTERPRISES (EBE)
CERTIFICATE(S) OF INSURANCE
LIST OF SUBCONTRACTORS
NON-COLLUSION AFFIDAVIT
EXPECTED CONSTRUCTION SCHEDULE

PURSUANT TO NOTICES GIVEN, THE UNDERSIGNED PROPOSES TO FURNISH ALL MATERIALS AND LABOR NECESSARY TO COMPLETE THE FOLLOWING WORK ACCORDING TO DRAWINGS AND SPECIFICATIONS AND ADDENDUM (RECEIPT OF SAID ADDENDUM BEING ACKNOWLEDGED) AS PREPARED BY MARTINRILEY ARCHITECTS|ENGINEERS. OUR BID(S) ARE AS FOLLOWS:

PROJECT R-8: MAINTENANCE BUILDING

Base Work R-8: The removal of existing flexible sheet roofing (ballasted and fully adhered) and built-up roof systems down to structural deck and installation of new fully adhered EPDM roof system on roof areas <1>, <2>, <3>, <4>, <5>, <6>, <7>, <8>, <9>, <10>, <11>, and <12>

Two Million, Four Hundred Eighty-One Thousand, Nine Hundred Sixty-Three and 00/100 Dollars \$ 2,481,963.00

(Amount in words)

(Figures)

1.01 ALTERNATE R-1-A:

Alternate R-1-A: The removal of window system and wall panel system and replacement with new window system and wall panel system at walls adjacent to roof area <6> below and <7>, <8>, <9> above.

Five Hundred Forty-Nine Thousand, Four Hundred Sixty-Nine and 00/100 Dollars \$ 549,469.00

(Amount in words)

(Figures)

UNIT PRICE : IF EXTRA WORK IS NECESSARY OR REQUESTED, SUCH WORK SHALL BE COMPLETED ACCORDING TO WRITTEN INSTRUCTIONS OF THE ARCHITECT/CONSULTANT AND OWNER FOR THE FOLLOWING UNIT PRICE:

The bidder shall state the amount to remove existing damaged or deteriorated metal decking and replace with new 22 ga 1-1/2" metal decking to match existing. New decking shall be installed and fastened per industry standards

ADD\$ 17.50 per square foot

The bidder shall state the amount to remove existing damaged or deteriorated wood plank decking and replace with new to match existing. New decking shall be installed and fastened per industry standards

ADD\$ 6.50 per board foot

The bidder shall state the amount to remove existing damaged or deteriorated cementitious wood fiber decking and replace with new to match existing. New decking shall be installed and fastened per industry standards

ADD\$ 45.00 per square foot

The bidder shall state the amount to remove any damaged or deteriorated wood blocking and replace with new exterior grade treated lumber to match existing.

ADD\$ 12.00 per board foot

The bidder shall state the amount to remove damaged or deteriorated roof drain (4") and replace with new cast-iron roof drain to match existing size +10' of new insulated schedule 40 PVC drain line to match existing size tying into existing horizontal drain line with no-hub adapter

ADD\$ 3,750.00 each

The bidder shall state the amount to provide additional brick replacement

ADD\$ 15.75 per brick

The bidder shall state the amount to provide additional masonry expansion joints

ADD\$ 18.00 per lineal foot

The bidder shall state the amount to provide additional mortar replacement at head/bed joints of brick veneer

ADD\$ 175.00 per lineal foot

ADD\$ 20.00 per square foot

ADDENDA: THE UNDERSIGNED HERE ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDUM(S) COVERING REVISIONS TO THE DRAWINGS AND/OR SPECIFICATIONS, THE COST OF SUCH REVISIONS, IF ANY, BEING INCLUDED IN THE BID SUM QUOTED ABOVE:

Addendum No. 1 Dated 5-18-2022

Addendum No. 2 Dated 6-02-2022

Addendum No. 3 Dated 6-03-2022

COMPLETION TIME: THE UNDERSIGNED AGREES TO BEGIN WORK PROMPTLY AND HAVE THE WORK SUBSTANTIALLY COMPLETED WITHIN THE TIME PERIOD IDENTIFIED IN THE INSTRUCTION TO BIDDERS COMPLETION TIME SCHEDULE.

CONTRACTOR'S STATEMENT OF PREBID CONFERENCE ATTENDANCE: THE BIDDER HEREBY STATES THAT THE FOLLOWING INDIVIDUALS REPRESENTING THEIR FIRM, HAVE ATTENDED THE PREBID CONFERENCE AND HAVE CONVEYED TO THEM THE SALIENT INFORMATION CONTAINED IN THE DRAWINGS AND SPECIFICATIONS AND THE INTENT OF THE OWNER AND ARCHITECT TO THEM:

Ryan Frost, Project Manager

(Name and Title)

(Name and Title)

GUARANTEE OF PRICES: BY SIGNING THEIR PROPOSALS, THE BIDDERS AGREE TO GUARANTEE THEIR PRICES FOR SIXTY (60) CONSECUTIVE DAYS FROM SUBMITTAL DATE AND TO ENTER INTO AGREEMENT WITH THE OWNER TO PERFORM THE WORK FOR THE STATED BID SUMS AT ANY TIME DURING THIS PERIOD.

LEGAL STATUS OF BIDDERS: UNDERSIGNED BIDDER WILL RECEIVE SERVED OR MAILED COMMUNICATIONS AT THE FOLLOWING LEGAL ADDRESS:

STREET 4050 W. 4th Ave., Suite B

CITY Gary STATE IN ZIP 46406

THE UNDERSIGNED DECLARES THEIR LEGAL STATUS AS:

Corporation

(Sole Proprietor, Partnership, or Corporation)

ORGANIZED UNDER THE LAWS OF THE STATE
OF Indiana

NAMES AND ADDRESS OF ALL PARTIES WHO ARE PARTIED TO THIS PROPOSAL:

Korellis Roofing, Inc.

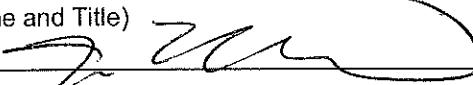
(Name of Entity)

4050 W. 4th Ave., Suite B, Gary, IN 46406

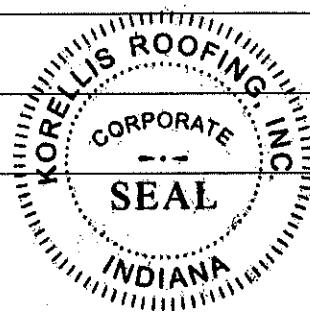
(Address)

John Ziolkowski, President

(Name and Title)



(Signature)



SIGNED AND SEALED THIS

7th DAY OF

June 20 22

CONTRACTOR'S STATEMENT OF PERFORMANCE AND LABOR/MATERIAL PAYMENT BONDS: THE BIDDER HEREBY STATES THAT THE BONDS REQUIRED FOR THIS PROJECT WILL BE PROVIDED BY AND UNDERWRITTEN BY THE FOLLOWING COMPANY AND THAT THIS COMPANY IS RATED A OR A+ BY BEST INSURANCE REPORTS.

Employers Mutual Casualty Company

(Name and Title)

P.O. Box 712, Des Moines, IA 50303

(Address)

1.02

END OF SECTION

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Korellis Roofing, Inc.
4050 W. 4th Ave., Suite B
Gary, IN 46406

OWNER:

(Name, legal status and address)
Gary Community School Corporation
9th Avenue & Gerry Street
Gary, IN 46406

SURETY:

(Name, legal status and principal place of business)

Employers Mutual Casualty Company
P.O. Box 712
Des Moines, IA 50306-0712
Mailing Address for Notices
1411 Opus Place, Ste. 450
Downers Grove, Illinois 60515

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: \$ 5% Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Project R-8 - Maintenance Building - Roofing and Related Work for Gary Community School Corporation
Roof Replacement 2022 Phase 3

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 7th day of June, 2022


(Witness) Alexandria Gust

Korellis Roofing, Inc.

(Principal)

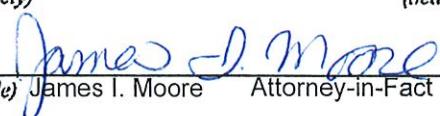
(Seal)

By: 
(Title) John Ziolkowski, President

Employers Mutual Casualty Company

(Surety)

(Seal)

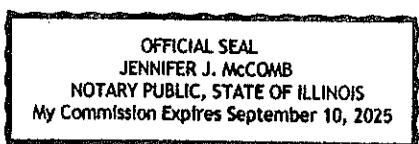
By: 
(Title) James I. Moore Attorney-in-Fact

State of Illinois
County of DuPage

SURETY ACKNOWLEDGEMENT (ATTORNEY-IN-FACT)

I, Jennifer J. McComb Notary Public of DuPage County, in the State of Illinois , do hereby certify that James I. Moore Attorney-in-Fact, of the Employers Mutual Casualty Company who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered said instrument, for and on behalf of the Employers Mutual Casualty Company for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Downers Grove in said County, this 7th day of June , 2022 .





Notary Public _____ Jennifer J. McComb _____
My Commission expires: September 10, 2025 _____

CERTIFICATE OF AUTHORITY INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation
4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

James I. Moore

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the following Surety Bond:

Surety Bond Number: Bid Bond
 Principal : Korellis Roofing, Inc.
 Obligee : Gary Community School Corporation

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

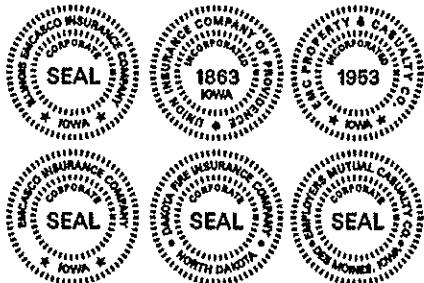
AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

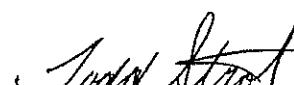
RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 1st day of July, 2018.

Seals



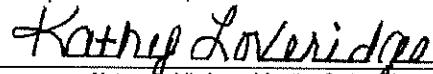

Bruce G. Kelley, CEO, Chairman of Companies 2, 3, 4, 5 & 6; President of Companies 1, 2 & 6; Treasurer of Companies 1, 2, 3, 4 & 6



Todd Strother,
Senior Vice President

On this 1st day of July, 2018 before me a Notary Public in and for the State of Iowa, personally appeared Bruce G. Kelley and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President and Treasurer, and/or Senior Vice President, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Bruce G. Kelley and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2022.



Notary Public in and for the State of Iowa

CERTIFICATE

I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 1st day of July, 2018, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 7th day of June, 2022.



Vice President