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CONTRACTORS BID FOR PUBLIC WORK

Form No. 96 (Revised 2009)

BID OF
Gatlin Plumbing & Heating, Inc.

(Contractor)

1111 East Main St.

(Address)

Griffith, IN 46319

FOR

PUBLIC WORKS PROJECTS

OF

Forest/Hohman Alley
Sanitary Sewer Replacement
Town of Munster, Lake County, Indiana

Filed October 9, 2019

Action Taken _____

CONTRACTOR'S BID FOR PUBLIC WORK - FORM 96

PART I

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

Date: October 9, 2019

1. Governmental Unit (Owner): Town of Munster
2. County: Lake County
3. Bidder (Firm): Gatlin Plumbing & Heating, Inc.
Address: 1111 East Main St.
City/State: Griffith, IN 46319
4. Telephone Number: 219.924.6972
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 the Town of Munster (Governmental Unit) in accordance with request for quotes dated October 1, 2019 for the sum of
\$ 82,000.00

Eighty Two Thousand dollars and NO cents

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 \$100,000 or more – IC 36-1-12-4)

Governmental Unit: Town of Munster

Bidder (Firm): Gatlin Plumbing & Heating, Inc.

Date: October 9, 2019

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
\$ 276,000.00	Sanitary Sewer	Nov. 2017	Sewer Replacement-Myrtle Ave.- City of Hammond
628,322.00	San/Water/Storm	Dec. 2017	2017 Street Improvements- Town of Dyer
967,335.00	Storm Sewer	Oct. 2017	Bypass Force Main - City of Lake Station
231,800.00	Storm Sewer	Dec. 2017	Drainage Improvements-Summit St.- & Merrillville Rd.-City of Crown Point

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
\$2,883,020.00	Water Main	Oct. 2019	Water Main Replacement - City of Crown Point
404,000.00	Storm Sewer	Dec. 2019	Roundabout - Town of Cedar Lake
2,008,450.00	San/Storm Sewer	Dec. 2019	Central Ave. Improvements- City of Portage
885,000.00	Water Main	Oct. 2019	5th St./81st St.-Watermain Improvements - Town of Highland

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

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

First Group Engineering	Jack Pearman
McMahon & Associates	John Sturgill
Rieth Riley	Harrington Williams
Robinson Engineering	Joseph Nordman
Walsh & Kelly	Jeff Swan

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, completed the project, number of workers, etc. and any other information which you believe would enable the governmental unit to consider your bid.)

Per Plans & Specifications - working to timely completion.

2. Please list the names and addresses of 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.

SEE ATTACHED LIST !

- 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 expect to 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.

To be provided when low bidder.

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

SEE ATTACHED LIST!

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.

GATLIN PLUMBING & HEATING, INC.

Over Eighty Years in Business - Starting in 1938
IN Plumbing License # 81009039

1111 EAST MAIN ST.
GRIFFITH, IN 46319-2897
Email: gatlinplumbing@comcast.net

PHONE: 219.924.6972
FAX: 219.924.1401
website: gatlinplumbing.com

Subcontractors used in the past five years:

Slusser's Green Thumb, Inc. -
(Landscaping)
P.O. Box 33
Logansport, IN 46947

Walsh & Kelly -
(Asphalt & Concrete)
1700 East Main St.
Griffith, IN 46319

Coex, Inc. -
(Concrete)
1050 S. Cline Ave.
Schererville, IN 46375

Alex Metz Sewers, Inc. -
(Video/Flushing)
1601 Louisiana St.
Gary, IN 46407

Dave's Tree Service, Inc. -
(Tree Removal)
10302 Applewood Ct.
Munster, IN 46321

Construction Video Media, Inc. -
(Video)
P.O. Box 90
Romeo, MI 48065

Midwestern Electric, Inc. -
(Street Lighting)
1620 East Chicago Ave.
East Chicago, IN 46312

Hook's Concrete
(Concrete)
P.O. Box 492
Glenwood, IL 60425

Diamond Coring -
(Concrete Coring)
11800 South Ewing Ave.
Chicago, IL 60617

Midwest Mole, Inc. -
(Boring & Tunneling)
2460 N. Graham Ave.
Indianapolis, IN 46218

Hawk Enterprises, Inc. -
(Street Lighting & Surveying)
1850 E. North St.
Crown Point, IN 46307

Procision Boring, Inc. -
(Boring & Tunneling)
P.O. Box 8347
Gurnee, IL 60031

Rieth Riley Construction
(Asphalt & Concrete)
7500 W. 5th Ave.
Gary, IN 46406

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Griffith, IN 46319
www.gatlinplumbing.com

IN. PLUMBING LIC. #81009039

PHONE: 219.924.6972
FAX: 219.924.1401
gatlinplumbing@comcast.net

EQUIPMENT LIST

QUANTITY	ITEM	DESCRIPTION, SIZE CAPACITY, ETC.	CONDITION	YEARS OF SERVICE	PRESENT LOCATION
1	Case	Backhoe	Good	10+	Yard
1	John Deere 410	Backhoe	Fair	10+	Yard
2	John Deere 310	Backhoe	Good	8	Yard
1	John Deere 650	Dozer	Good	10+	Crown Point - 133rd
1	John Deere 350	Dozer	Good	10+	Yard
1	Hitachi EX400	Excavator	Good	10+	Yard
1	John Deere 450	Excavator	Good	10+	Yard
1	John Deere 270	Excavator	Good	10+	Yard
1	John Deere 245	Excavator	Good	2	Crown Point - 133rd
1	John Deere 240	Excavator	Good	8	Portage - Central Avenue
1	John Deere 225	Excavator	Good	2	Crown Point - 133rd
1	John Deere 200	Excavator	Good	5	Crown Point - 133rd
1	John Deere 200	Excavator	Good	10	Yard
1	John Deere 160	Excavator	Good	9	Munster - Main Street
1	John Deere 135	Excavator	Good	6	East Chicago - Indy Blvd
1	John Deere 85	Excavator	Good	2	Crown Point - Joliet Street
1	Kobelco 85	Excavator	Good	1	Yard
1	John Deere 50	Excavator	Good	6	Yard
1	Cat 977	Loader	Good	10+	Yard
2	John Deere 544	Loader	Good	6	Crown Point - 133rd
1	John Deere 544	Loader	Good	2	Yard
1	John Deere 624	Loader	Good	4	Crown Point - Joliet Street
1	John Deere 644	Loader	Fair	15	Yard
1	Kawasaki	Loader	Fair	15	Yard
1	Ford	Semi Tractor	Good	10+	Yard
1	Mack	Tractor/Semi	Good	10+	Yard
1	Mack	Tri Axle	Good	5	Yard
2	Volvo	Tri Axle	Good	10+	Yard
1	Peterbilt	Semi Tractor	Good	7	Yard

An Equal Employment Opportunity Employer

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 IV OATH AND AFFIRMATION

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

Dated at 10:00 a.m. this 9th day of October, 2019



Gatlin Plumbing & Heating, Inc.

(Name of Organization)

By Clara Murphy

Clara Murphy

Secretary/Treasurer

(Title of Person Signing)

ACKNOWLEDGEMENT

STATE OF Indiana)

COUNTY OF Lake)

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

Subscribed and sworn to before me this 9th day of October, 2019

Patricia Centkowski

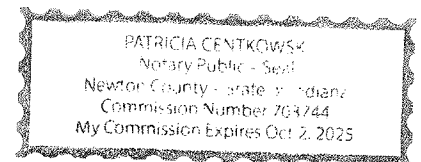
Notary Public

Patricia Centkowski

My Commission Expires: October 2, 2025

County of Residence: Newton

END OF SECTION



CNA SURETY

Bid Bond

Bond No. ---

CONTRACTOR:

(Name, legal status and address)

Gatlin Plumbing & Heating, Inc.
1111 E Main Street
Griffith, IN 46319

SURETY: Western Surety Company: South Dakota Corporation

(Name, legal status and principal place
of business)

151 N. Franklin Street
17th Floor
Chicago, IL 60606

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.

OWNER:

(Name, legal status and address)

Town of Munster
1005 Ridge Road
Munster, IN 46321

BOND AMOUNT: Ten Percent (10%) of Amount Bid

PROJECT:

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

Forest/Hohman Alley - Sanitary Sewer Replacement

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 09 day of October, 2019

Park Cinkowski
(Witness)

Donna J. Williamson
(Witness) Donna J. Williamson

Clara Murphy
(Principal) Clara Murphy (Seal)

Secretary/Treasurer
(Title)

Western Surety Company

(Surety) *Daniel J. Markovich* (Seal)

(Title) Daniel J. Markovich, Attorney-in-Fact

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

Donna J Williamson, Daniel J Markovich, Individually

of Munster, IN, 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 19th day of October, 2018.



WESTERN SURETY COMPANY

Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 19th day of October, 2018, 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

June 23, 2021



J. Mohr
J. Mohr, 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 09 day of October, 2019.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.