

- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "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;
 - 3. "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; and
 - 4. "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.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

UNIT PRICE BID

| Item Description | Estimated Quantity | Unit | Unit Price | Total Price |
|---|--------------------|------|------------|---------------------|
| Remove and replace five inch (5") thick regular Portland cement concrete sidewalk complete, including concrete removal, earthwork, base material, compaction, and all other work incidental thereto | 15,000 | SF | \$18.00 | \$270,000.00 |
| Remove and replace approximately 1,000 square feet of seven inch (7") thick reinforced Portland cement concrete sidewalk complete including concrete removal, earthwork, base material, compaction, and all other work incidental thereto | 1,000 | SF | \$32.00 | \$32,000.00 |
| TOTAL BID | | | | \$302,000.00 |

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be started by June 15, 2024 and substantially complete by July 31, 2024 and ready for final payment by August 15, 2024. Contractor to provide a schedule at the pre-construction meeting.
- 6.02 For each calendar day including Saturdays, Sundays, and Holidays, that work shall remain uncompleted after August 15, 2024, a sum of one-thousand dollars (\$1,000) per day will be

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 OF PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated at Gary, IN this 21st day of February, 2024

Gariup Construction Co., Inc.
(Name of Organization)
By [Signature]
Matthew Gariup, Treasurer
(Title of Person Signing)



ACKNOWLEDGEMENT

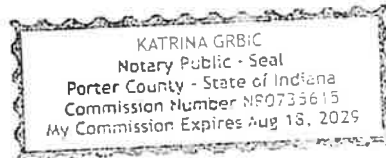
STATE OF INDIANA)
COUNTY OF LAKE)

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

Subscribed and sworn to before me this 21st day of February, 2024

[Signature]
Katrina Grbic Notary Public

My Commission Expires: August 18, 2029
County of Residence: Porter



AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)
Gariup Construction Co., Inc.

3965 Harrison Street
Gary, IN 46408

OWNER:

(Name, legal status and address)
Town of Munster, Lake County, Indiana

1005 Ridge Road
Munster, IN 46321

BOND AMOUNT: Ten percent of the accompanying bid, including all accepted alternates (10%)

PROJECT:

(Name, location or address, and Project number, if any)
2024 Sidewalk Replacement Program

SURETY:

(Name, legal status and principal place of business)
Continental Casualty Company

151 N. Franklin Street
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.

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 21st day of February 2024


(Witness)


(Witness)

Gariup Construction Co., Inc.
(Principal)


(Title)
Continental Casualty Company
(Surety)


(Title)
Brenda Johnston
Attorney-in-Fact



Init.

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Michael M Bill, Edward L Mournighan, Michael H Bill, Cynthia L Jenkins, Ginger J Krahn, Sheree Hsieh, Brenda Johnston, Cindy H Stelhorn, Kimberly E Kinkead, Rebecca A Virt, Elexis Brooke Richards, Michael J Marsella, Anthony Robert Baumgartner, Emily Daughetee, Individually

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

- In Unlimited Amounts -

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

This Power of Attorney is made and executed pursuant to and by authority of the By-Laws and Resolutions, printed below, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 10th day of November, 2023.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

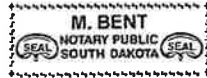
Larry Kasten Vice President (with signature)

State of South Dakota, County of Minnehaha, ss:

On this 10th day of November, 2023, before me personally came Larry Kasten 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 a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.

My commission expires

March 2, 2026



M. Bent Notary Public (with signature)

CERTIFICATE

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Laws and Resolutions of the Board of Directors of the insurance companies printed below are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 21st day of February 2024



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

D. Johnson Assistant Secretary (with signature)

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF EACH OF CONTINENTAL CASUALTY COMPANY, NATIONAL FIRE INSURANCE COMPANY OF HARTFORD, and AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA (as defined above, the "CNA Companies"):

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of each of the above CNA Companies at a meeting held on May 12, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of each of the CNA Companies.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of each of the above Companies by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of each of the above CNA Companies by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Addendum

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents and reference items identified in the Bidding Documents, and hereby following Addenda:

| Addendum No. | Addendum Date |
|--------------|---------------|
| 1 | 2/20/2024 |
| | |
| | |

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. 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 any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. 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.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.

ARTICLE 4 – BIDDER’S CERTIFICATION

4.01 Bidder certifies that:

- A. 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;

The Bid is to be submitted on photocopies of this Bid Form.

BID FORM

Total Amount of Bid \$ 302,000.00

Contractor's Name Gariup Construction Co., Inc.

Telephone 219-887-5233

**PROJECT IDENTIFICATION: 2024 Sidewalk Replacement Program
Town of Munster, Indiana**

BIDS TO BE OPENED: February 21, 2024 at 10 AM at Town of Munster Town Hall, Main Meeting Room

TABLE OF ARTICLES

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| Article 2 – Bidder’s Acknowledgements..... | 1 |
| Article 3 – Bidder’s Representations..... | 2 |
| Article 4 – Bidder’s Certification..... | 2 |
| Article 5 – Basis of Bid..... | 3 |
| Article 6 – Time of Completion..... | 3 |
| Article 7 – Attachments To This Bid..... | 4 |
| Article 8 – Bid Submittal..... | 5 |

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to: **Town of Munster
Clerk-Treasurer’s Office
1005 Ridge Road
Munster, IN 46321**

1.02 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 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for 60 days after the day of Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

deducted from monies due the Contractor, not as a penalty, but as liquidated damages. No exception to this provision will be made except for delays occasioned by actions of the Town or conditions beyond the control and without the fault of the Contractor, such as acts of God, acts of public enemy, acts of Government, fires, floods, epidemics, strikes, or extraordinary delay in procurement of critical materials. For a strike to be considered as a reason for extension of time, it must be general in nature and not one that can be considered to be under the control of the Contractor.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are attached to and made a condition of this Bid:

- A. Required Bid security.
- B. Indiana State Form 96
- C. Properly executed and notarized E-Verify Affidavit.
- D. Evidence of authority to conduct business as corporation in Indiana

ARTICLE 8 – BID SUBMITTAL

8.01 This Bid submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____ (SEAL)
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____ (SEAL)

By: _____
(Signature of general partner - attach evidence of authority to sign)

Name (typed or printed): _____

A Joint Venture

Name of Joint Venturer: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner - attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature - attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____


(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

A Corporation

Corporation Name: Gariup Construction Co., Inc. (SEAL)

State of Incorporation: Indiana

Type (General Business, Professional, Service, Limited Liability): General Business

By: 
(Signature - attach evidence of authority to sign)

Name (typed or printed): Matthew Gariup

Title: Treasurer

Attest: 
Denise Kennedy (Signature of Corporate Secretary)



Date of Qualification to do business in Indiana is 02 / 05 / 1959
(State Where Project is Located)

8.02 Contact Information

Bidder's Business Address: 3965 Harrison Street (46408) P.O. Box 64879

Phone: 219-887-5233 Facsimile: 219-9814-3679 E-mail: _____

Submitted on February 21, 20 2024.

State Contractor License No. 4300 Munster (If applicable)



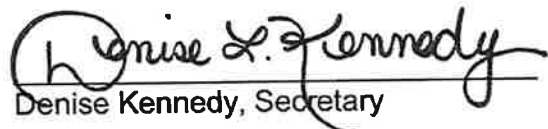
TO WHOM IT MAY CONCERN:

This is to certify that the bearer of this letter is Matthew Gariup, and the undersigned further certifies that said Matthew Gariup is duly authorized by the Directors of Gariup Construction Co., Inc. to sign and execute all contracts and other obligations, for and on behalf of said Corporation without limitation.

This is to further certify that the undersigned is the duly elected and now serving as Secretary of said Corporation and, as such officer, has in her possession, the corporate records of said Corporation, including among said records, a resolution authorizing the said Matthew Gariup as above stated and that said resolution has not been superseded by any other rescinding resolution.

Dated this 21st day of February 2024




Denise Kennedy, Secretary

An Equal Opportunity Employer

BID OF

Gariup Construction Co., Inc.

(Contractor)

3965 Harrison Street (46408) P.O. Box 64879
Gary, IN 46401-0879

(Address)

FOR

PUBLIC WORKS PROJECTS

OF

2024 Sidewalk Replacement Program

Town of Munster, Lake County, Indiana

Filed _____

Action Taken _____

CONTRACTOR'S BID FOR PUBLIC WORK - FORM 96

PART I

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

Date: February 21, 2024

1. Governmental Unit (Owner): Town of Munster

2. County: Lake County

3. Bidder (Firm): Gariup Construction Co., Inc.

Address: 3965 Harrison Street (46408) P.O. Box 64879

City/State: Gary, IN 46401-0879

4. Telephone Number: 219-887-5233

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 this Bid Proposal Packet dated February 2024 for the sum of: Three hundred and two thousand dollars
\$ 302,000.00

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: Town of Munster

Bidder (Firm): Gariup Construction Co., Inc.

Date: February 21, 2024

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 |
|-----------------|---------------|-----------------|---|
| 1,700,500.00 | Institutional | 2023 | Portage HS Exterior Envelope, Portage, IN |
| 3,554,500.00 | Institutional | 2023 | Lowell HS Trades Building, Lowell, IN |
| 4,951,500.00 | Institutional | 2023 | Morton HS and Scott MS Renovations, Hammond, IN |
| 6,287,500.00 | Bridge | 2023 | Little Calumet Pedestrian Bridge, Hammond, IN |

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 |
|-----------------|---------------|--------------------------|---|
| 10,567,500.00 | Institutional | 2024 | Westchester Intermediate School, Chesterton, IN |
| 7,679,500.00 | Institutional | 2024 | Colonel John Wheeler MS Addition Crown Point, IN |
| 8,379,500.00 | Institutional | 2024 | Crown Point School Corp. New Admin. Ctr. Crown Point, IN |
| 2,167,500.00 | Heavy | 2024 | Portage Evergreen Park Renovations, Portage, IN |

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.

| | | |
|-----------------------|------------------|-------------------|
| Community Hospital | Munster, IN | Mr. Dave Otte |
| Carmelite Home | East Chicago, IN | Ms. Dee Young |
| 18th Street Brewery | Hammond, IN | Mr. Drew Fox |
| One Source | Griffith, IN | Dr. Frank Messana |
| Cargill Bioindustrial | Chicago, IL | Mr. David Adam |

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.)

Gariup will mobilize the project with an adequate number of crewmen and an array of qualified suppliers and subs to insure successful completion of the project in the allotted time frame.

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.

Gariup typically subcontracts work such as painting, flooring, glazing, HVAC, plumbing and electrical work. Complete list can be supplied at owner's request upon notification of award of intent to award.

- 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.

Gariup typically does not require bonds from these parties if they are reputable and their bid amount is competitive with other bids received. Sublist to be submitted within time stated in specifications.

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.

Most of the equipment for this project will be utilized from our extensive inventory of well-maintained equipment.

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.

Standard Questionnaires and Financial Statement for Bidders

Prescribed by

THE STATE BOARD OF ACCOUNTS OF INDIANA

For use in investigating and determining the qualifications of bidders on public construction when the aggregate cost of any such work or improvement will be Five Thousand Dollars or more.

These statements to be submitted under oath by each bidder with and as a part of his bid, as provided by Chapter 306, page 1248, Acts of 1947

Submitted to Town of Munster

By Gariup Construction Co., Inc.

A Corporation
 A Co-partnership
 An Individual

Address 3965 Harrison St. P.O. Box 64879

Date submitted February 21, ~~19~~ 2024

Filed _____

Sec. 2 of an Act entitled "AN ACT concerning the awarding of contracts for the performance of public work and authorizing the board of accounts to prescribe certain forms to be used in ascertaining the responsibility of contractors who submit bids for the performance of such work, providing for plans and specifications, providing for bids repealing certain laws and declaring an emergency." (Approved March 13, 1947.)

Sec. 2. Whenever the aggregate costs of any work or improvement will be five thousand dollars (\$5,000.00) or more, for the purpose of enabling such board, commission, trustee, officer or agent to ascertain and determine which of the bidders submitting bids for the performance of any such public work is, in the judgment of such board, commission, trustee, officer or agent, the lowest and/or best bidder and to exercise intelligently the discretion hereby conferred on such board, commission, trustee, officer or agent each bidder shall be required to submit under oath with and as a part of his bid a statement of his experience, his proposed plan for performing such work and the equipment which he has available for the performance of such work and a financial statement. The statements hereby required shall be submitted on forms which shall be prescribed by the state board of accounts. The forms so prescribed shall be designated, respectively, as the experience questionnaire, the plan and equipment questionnaire and the contractor's financial statement, and shall be based, so far as applicable, on the standard questionnaires and financial statement for bidders as approved and recommended by the joint conference on construction practices, for use in investigating the qualifications of bidders on public construction work, and the forms so prescribed are hereby prescribed as the forms which shall hereafter be used by all such boards, commissions, trustees, officers and agents in obtaining the information which is required in the administration of this act. If the information submitted by any bidder on the forms herein prescribed is found, on examination, to be unsatisfactory, the bid submitted by such bidder shall not be considered. (Burns Statutes 1933, Sec. 53-109) Sec. 2, Chapter 306, Acts of 1947.

TO THE BIDDER—

The following forms of questionnaires and financial statement are prescribed by the State Board of Accounts in conformity with the statute set out on the preceding page.

These forms, properly filled out and attested, must accompany each bid of five thousand dollars or more on any public work.

The forms are designed to cover all contracts for all kinds of work and the bidder is required to answer such questions as are pertinent to the work upon which he is bidding. The purpose of the questionnaire and financial statement, as set forth in the law, is to enable the awarding body to determine the qualifications of the bidder to carry out successfully the contract if the same is awarded to him.

The bidder will find it to his advantage to answer fully all questions coming within the range of the work upon which he is bidding. Particular attention should be given the "Financial Statement" and the details relative to the assets and liabilities set out. This form is made in extensive detail so that the bidder may explain his assets and liabilities in proper sequence and in a uniform manner.

KENNETH R. BEESLEY,
State Examiner

Submitted by Gariup Construction Co., Inc.

- A Corporation
- A Co-partnership
- An Individual

Principal Office at 3965 Harrison St. Gary, IN 46408

To Town of Munster

EXPERIENCE QUESTIONNAIRE

The signatory of this questionnaire guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

1. How many years has your organization been in business as a general contractor under your present business name? 63
2. How many years experience in General construction work has your organization had: (a) As a general contractor 89 years (b) As a sub-contractor 89 years
3. What projects has your organization completed?

| CONTRACT AMT. | CLASS OF WORK | WHEN COMPLETED | NAME AND ADDRESS OF OWNER |
|---------------|---------------|----------------|---|
| 1,700,500.00 | Institutional | 2023 | Portage H Exterior Envelope, Portage, IN Bridge |
| 3,554,500.00 | Institutional | 2023 | Lowell HS Trades Building, Lowell, IN |
| 4,951,500.00 | Institutional | 2023 | Morton HS and Scott MS Renovations, Hammond, IN |
| 6,287,500.00 | Bridge | 2023 | Little Calumet Pedestrian Bridge, Hammond, IN |

3-A. What projects has your organization now in process of construction?

| CONTRACT AMT. | CLASS OF WORK | WHEN TO BE COMPLETED | NAME AND ADDRESS OF OWNER |
|---------------|---------------|----------------------|--|
| 10,567,500.00 | Institutional | 2024 | Westchester Intermediate School, Chesterton, IN |
| 7,679,500.00 | Institutional | 2024 | Colonel John Wheller MS Addition, Crown Point, IN |
| 8,379,500.00 | Institutional | 2024 | Crown Point School Corp. New Admin Ctr., Crown Point, IN |
| 2,167,500.00 | 2,167,500.00 | 2024 | Portage Evergreen Park Renovations, Portage, IN |

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

5. Has any officer or partner of your organization ever been an officer or partner of some other organization that failed to complete a construction contract? No If so, state name of individual, other organization and reason therefor

6. Has any officer or partner of your organization ever failed to complete a construction contract handled in his own name? No If so, state name of individual, name of owner and reason therefor

7. In what other lines of business are you financially interested? None

8. For what corporations or individuals have you performed work, and to whom do you refer?.....

| | | |
|-----------------------|------------------|-------------------|
| Community Hospital | Munster, IN | Mr. Dave Otte |
| Carmelite Home | East Chicago, IN | Ms. Dee Young |
| 18th Street Brewery | Hammond, IN | Mr. Drew Fox |
| One Source | Griffith, IN | Dr. Frank Messana |
| Cargill Bioindustrial | Chicago, IL | Mr. David Adam |

9. For what cities have you performed work and to whom do you refer?.....

| | | |
|--------------------------|-------------------------|-----------------------|
| Town of Chesterton, IN | Town Engineer | Mr. Mark O'Dell, P.E. |
| City of East Chicago, IN | Port Authority Member | Mr. Milton Reed |
| City of Hamond, IN | Mayor | Mr. Thomas McDermott |
| Town of Munster | Council Member - Ward 1 | Mr. John Reed |
| City of Valparaiso, IN | City Administrator | Mr. Mike Iesson |
| City of Portage, IN | Mayor | Ms. Sue Lynch |

10. For what counties have you performed work and to whom do you refer?.....

| | | |
|-------------------|------------------------------------|----------------|
| Lake County, IN | Lake County Board of Commissioners | Mr. Kyle Allen |
| Porter County, IN | Porter County Commissioners | Mr. Jeff Good |

11. For what State bureaus or departments have you performed work and to whom do you refer?.....

| | |
|--|-----------------|
| State of Indiana Department of Natural Resources | Mr. Dale Gick |
| State of Indiana Department of Transportation | Mr. Chris Serak |

12. Have you ever performed any work for the U. S. Government? Yes

If so, when and to whom do you refer? 2021 Indiana Dunes National Park Boardwalk Replacement - Mr. Craig Bryant

13. What is the construction experience of the principal individuals of your organization?

| INDIVIDUAL'S NAME | PRESENT POSITION OR OFFICE | YEARS OF CONSTRITION EXPERIENCE | MAGNITUDE AND TYPE OF WORK | IN WHAT CAPACITY |
|-------------------|----------------------------|---------------------------------|--------------------------------|------------------|
| Alex M. Gariup | President/CEO | 38 | Mgmt. Asst./Field Supt. | Full |
| Matthew Gariup | Treasurer/CFO | 36 | Mgmt. Asst./Field Supt. | Full |
| Denise Kennedy | Controller/Corporate | 36 | Controller/Corporate Secretary | Full |
| Darren Demaree | Sr. Project Manager | 32 | Senior Project Manager | Full |
| Scott Hubbard | Sr. Project Manager | 31 | Senior Project Manager | Full |
| Eric Robinson | General Field Supt. | 30 | General Field Superintendent | Full |
| Peter Blachut | Senior Estimator | 33 | Senior Estimator | Full |
| Josh Crandall | Estimator | 17 | Estimator | Full |

PLAN AND EQUIPMENT QUESTIONNAIRE

The signatory of this questionnaire guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

1. In what manner have you inspected this proposed work? Explain in detail.

Analyzed plans, specifications and examined jobsite. Utilize modern Preconstruction bid solicitation software to invite subcontractors and suppliers to provide pricing. Summarize internal estimates and external pricing and formulate a final bid amount.

2. Explain your plan or layout for performing the proposed work

We propose to perform as much of the work as economically possible with our own forces in a manner consistent with good construction practices, scheduling, etc. to be finalized after award of contract.

3. The work, if awarded to you, will have the personal supervision of whom?

One of our experienced Superintendents.

*4. Do you intend to do the hauling on the proposed work with your own forces?

If so, give amount and type of equipment to be used As required

*5. If you intend to sublet the hauling or perform it through an agent, state amount of sub-contract or agent's contract, and if known, the name and address of sub-contractor or agent, amount and type of his equipment and financial responsibility. Gariup shall self-perform any hauling on the project.

* Items 4, 5, 6 and 7 may not be applicable in all building contracts; if not, omit.

*6. Do you intend to do the grading on the proposed work with your own forces? Yes
 If so, give type of equipment to be used Grading work is commonly completed with the use of excavators, bulldozers and vibrating compaction equipment.

*7. If you intend to sublet the grading or perform it through an agent, state amount of sub-contract or agent's contract, and, if known, the name and address of sub-contractor or agent, amount and type of his equipment and financial responsibility _____

8. Do you intend to sublet any other portions of the work? Yes If so, state amount of sub-contract, and, if known, the name and address of the sub-contractor, amount, and type of his equipment and financial responsibility. Gariup typically subcontracts work such as painting, flooring, glazing, HVAC, plumbing and electrical work.

9. From which sub-contractors or agents do you expect to require a bond? _____
Gariup typically does not require bonds from these parties if they are reputable and their bid amount is competitive with other bids received.

10. What equipment do you own that is available for the proposed work?

| QUANTITY | ITEM | DESCRIPTION, SIZE, CAPACITY, ETC. | CONDITION | YEARS OF SERVICE | PRESENT LOCATION |
|----------|---|-----------------------------------|-----------|------------------|------------------|
| | ***ALL EQUIPMENT IS LISTED AND/OR EXPLAINED ON PAGE 12, ITEM #11*** | | | 11*** | |
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11. What equipment do you intend to purchase for use on the proposed work, should the contract be awarded to you?


| QUANTITY | ITEM | DESCRIPTION, SIZE, CAPACITY, ETC. | APPROXIMATE COST |
|----------|------|--|------------------|
| | | NONE, unless some equipment would be required on this contract | |
| | | Any additional equipment necessary would also be rented with optional purchase rights. | |
| | | | |
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12. How and when will you pay for the equipment to be purchased? Cash on date of purchase.

13. Do you propose to rent any equipment for this work? If so, state type, quantity and reasons for renting. We will rent any equipment required to complete the project in an expeditious manner as soon as progress requires same.

14. Have you made contracts or received firm offers for all materials within prices used in preparing your proposal? Yes
Do not give names of dealers or manufacturers

Dated at Gary, IN this 21st day of February, 19 2024

By Gariup Construction Co., Inc.
(Name of Organisation)

Matthew Gariup, Treasurer
(Title of Person Signing)



STATE OF INDIANA
COUNTY OF LAKE } ss:

Matthew Gariup being duly sworn, deposes and says that he is
Treasurer of the above Gariup Construction Co., Inc.
(Name of Organisation)

and that the answers to the questions in the foregoing questionnaires and all statements therein contained are true and correct.

Subscribed and sworn to before me this 21st day of February, 19 2024

Katrina Grbic
Katrina Grbic
Notary Public

My Commission expires August 18, 2029
County of Residence: Porter County, Indiana

KATRINA GRBIC
Notary Public - Seal
Porter County - State of Indiana
Commission Number NP0735615
My Commission Expires Aug 18, 2029

Contractor's Financial Statement

Submitted by Gariup Construction Co., Inc.
 A Corporation
 A Co-partnership
 An Individual

with principal office at 3965 Harrison St. (46408) P.O. Box 64879 Gary, IN 46401-0879

To Town of Munster

Condition at close of business December 31, 192022

| | Dollars | | | | | | Cts. |
|--|---------|---|---|---|---|---|------|
| | 6 | 7 | 6 | 9 | 9 | 2 | |
| ASSETS | | | | | | | |
| 1. Cash: (a) On hand \$ <u>6,750</u> , (b) In bank \$ <u>6,763,176</u> , (c) Elsewhere \$ _____ | | | | | | | |
| 2. Notes receivable (a) Due within 90 days _____ (b) Due after 90 days _____ (c) Past due _____ | | | | | | | |
| 3. Accounts receivable from completed contracts, exclusive of claims not approved for payment _____ | 4 | 6 | 1 | 8 | 7 | 0 | 0 |
| 4. Sums earned on uncompleted contracts as shown by engineer's or architect's estimate _____ (a) Amount receivable after deducting retainage _____ (b) Retainage to date, due upon completion of contracts _____ | 5 | 9 | 6 | 3 | 5 | 9 | 5 |
| 5. Accounts receivable from sources other than construction contracts _____ | 1 | 8 | 2 | 7 | 4 | 4 | 4 |
| 6. Deposits for bids or other guarantees: (a) Recoverable within 90 days _____ (b) Recoverable after 90 days _____ | 1 | 0 | 9 | 7 | 4 | 5 | 3 |
| 7. Interest accrued on loans, securities, etc. _____ | | | | | | | |
| 8. Real estate: (a) Used for business purposes _____ (b) Not used for business purposes _____ | | | 2 | 8 | 1 | 4 | 4 |
| 9. Stocks and bonds: (a) Listed—present market value _____ (b) Unlisted—present value _____ | | 6 | 8 | 8 | 7 | 9 | 0 |
| 10. Materials in stock not included in Item 4 (a) For uncompleted contracts (present value) _____ (b) Other materials (present value) _____ | | | | 3 | 5 | 0 | 0 |
| 11. Equipment, book value _____ | 1 | 1 | 9 | 7 | 8 | 2 | 2 |
| 12. Furniture and fixtures, book value _____ | | 8 | 7 | 3 | 4 | 7 | 9 |
| 13. Other assets _____ | | | | | | | |
| Total assets | 23 | 0 | 9 | 0 | 0 | 7 | 4 |
| LIABILITIES | | | | | | | |
| 1. Notes payable: (a) To banks regular _____ (b) To banks for certified checks _____ (c) To others for equipment obligations _____ (d) To others exclusive of equipment obligations _____ | | 1 | 3 | 7 | 0 | 2 | 1 |
| 2. Accounts payable: (a) Not past due _____ (b) Past due _____ | 6 | 2 | 2 | 8 | 5 | 7 | 9 |
| 3. Real estate encumbrances _____ | 9 | 3 | 2 | 0 | 1 | 0 | 3 |
| 4. Other liabilities _____ | | | | | | | |
| 5. Reserves _____ | | 4 | 4 | 5 | 8 | 0 | 0 |
| 6. Capital stock paid up: (a) Common _____ (b) Common _____ (c) Preferred _____ (d) Preferred _____ | 6 | 8 | 3 | 8 | 5 | 4 | 4 |
| 7. Surplus (net worth) _____ | | | | | | | |
| Total liabilities | 23 | 0 | 9 | 0 | 0 | 7 | 4 |
| CONTINGENT LIABILITIES | | | | | | | |
| 1. Liability on notes receivable, discounted or sold _____ | | | | | | | |
| 2. Liability on accounts receivable, pledged, assigned or sold _____ | | | | | | | |
| 3. Liability as bondsman _____ | | | | | | | |
| 4. Liability as guarantor on contracts or on accounts of others _____ | | | | | | | |
| 5. Other contingent liabilities _____ | | | | | | | |
| Total contingent liabilities | | | | | | | |

DETAILS RELATIVE TO ASSETS

| | | | |
|----------|---|--|-----------|
| 1 | (a) on hand | | \$ 6,750 |
| | Cash (b) deposited in banks named below | | 6,763,176 |
| | (c) elsewhere (state where) | | |

| NAME OF BANK | LOCATION | DEPOSIT IN NAME OF | AMOUNT |
|----------------------|------------------|-------------------------------|-----------|
| JP Morgan Chase Bank | Merrillville, IN | Gariup Construction Co., Inc. | 1,845,592 |
| First Merchants | Merrillville, IN | Gariup Construction Co., Inc. | 2,810,653 |
| Fidelity Investments | Cincinnati, OH | Gariup Construction Co., Inc. | 2,106,931 |

| | | | |
|-----------|--|--|----|
| 2* | (a) due within 90 days | | \$ |
| | Notes receivable (b) due after 90 days | | |
| | (c) past due | | |

| RECEIVABLE FROM: NAME AND ADDRESS | FOR WHAT | DATE OF MATURITY | HOW SECURED | AMOUNT |
|-----------------------------------|----------|------------------|-------------|--------|
| | | | | |
| | | | | |
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| | | | | |

Have any of the above been discounted or sold? _____ If so, state amount, to whom, and reason _____

| | | |
|-----------|---|--------------|
| 3* | Accounts receivable from completed contracts exclusive of claims not approved for payment | \$ 4,618,700 |
|-----------|---|--------------|

| NAME AND ADDRESS OF OWNER | NATURE OF CONTRACT | AMOUNT OF CONTRACT | AMOUNT RECEIVABLE |
|---------------------------|--------------------|--------------------|-------------------|
| (Schedule Attached) | | | |
| | | | |
| | | | |
| | | | |

Have any of the above been assigned, sold, or pledged? No If so, state amount, to whom, and reason _____

| | | |
|-----------|---|--------------|
| 4* | Sums earned on uncompleted contracts, as shown by engineer's or architect's estimate: | |
| | (a) Amount receivable after deducting retainage | \$ 5,963,595 |
| | (b) Retainage to date due upon completion of contract | 1,827,444 |

| DESIGNATION OF CONTRACT AND NAME AND ADDRESS OF OWNER | AMOUNT OF CONTRACT | AMOUNT EARNED | AMOUNT RECEIVED | RETAINAGE | | AMOUNT EXCLUSIVE OF RETAINAGE |
|---|--------------------|---------------|-----------------|-----------|--------|-------------------------------|
| | | | | WHEN DUE | AMOUNT | |
| (Schedule Attached) | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

Have any of the above been sold, assigned, or pledged? _____ If so, state amount, to whom, and reason _____

* List separately each item amounting to 10 per cent or more of the total and combine the remainder.

Gariup Construction Co., Inc.
Contractor's Financial Statement
Schedule 3 Accounts Receivable Completed Contracts

| Customer Name | Nature of Contract | Contract | Completed Contract Amount Due |
|--|--------------------|----------------------|-------------------------------|
| East Chicago Building Dept. | Improvements | \$ 1,485,102.00 | \$ 55,666.00 |
| City of East Chicago Bldg Dept | Improvements | 2,414,823 | 127,975 |
| City of East Chicago Office of | Improvements | 117,559 | 117,559 |
| Hanover Community School Corp. | Renovation | 1,539,489 | 112,996 |
| Tri-Creek School Corporation | Renovation | 4,245,069 | 258,894 |
| Porter County Library | Improvements | 26,720 | 2,999 |
| City of Portage | Renovation | 1,789,115 | 106,012 |
| Town of Dyer | Improvements | 2,499,847 | 319,534 |
| City of Hammond Public Works | Improvements | 904,748 | 283,757 |
| City of Portage | Improvements | 714,901 | 83,624 |
| Lake County Commissioners | Improvements | 136,700 | 6,835 |
| School City of Hammond | Renovation | 5,091,113 | 28,798 |
| Merrillville Community School | Repairs | 55,850 | 52,990 |
| City of Hammond Water Works | Improvements | 392,854 | 39,497 |
| Skillman Corporation | Renovation | 2,918,011 | 388,908 |
| Mechanical Concepts Inc. | Maintenance | 19,884 | 19,884 |
| Saint Mary Medical Center | Renovation | 545,582 | 113,107 |
| Town of Schererville | Improvements | 149,436 | 7,504 |
| Community Healthcare System | Maintenance | 81,076 | 61,685 |
| City of Hammond Board of Publi | Improvements | 6,287,500 | 951,305 |
| Portage Township Schools | Improvements | 1,761,772 | 87,285 |
| Bypass Partners | Maintenance | 7,959 | 7,959 |
| Saint Catherine Hospital | Renovation | 344,800 | 19,940 |
| Gatlin Plumbing and Heating | Maintenance | 18,023 | 901 |
| Indiana Department of Transportation | Improvements | 787,500 | 38,709 |
| Circle R Mechanical, Inc. | Improvements | 346,263 | 3,431 |
| Little Calumet River Basin | Improvements | 379,450 | 71,544 |
| Leopardo Companies | Improvements | 700,469 | 3,570 |
| Gatlin Plumbing and Heating | Maintenance | 55,000 | 57,560 |
| Continental Electric Co. Inc. | Improvements | 27,600 | 20,700 |
| Community Healthcare System | Improvements | 135,162 | 72,453 |
| Café Borgia | Maintenance | 678 | 678 |
| School City of Hammond | Maintenance | 67,113 | 65,515 |
| Community Diagnostic Center | Maintenance | 640 | 640 |
| City of Portage | Improvements | 2,850,900 | 664,460 |
| Craig Bowers | Maintenance | 3,200 | 3,200 |
| Portage Township Schools | Renovation | 209,500 | 19,127 |
| Little Calumet River Basin | Maintenance | 190,373 | 72,823 |
| Robert Tiberi | Maintenance | 501 | 501 |
| Gatlin Plumbing and Heating | Maintenance | 6,897 | 6,897 |
| Community Foundation of NWIN | Building | 19,840,341 | 54,999 |
| Gary Sanitary District | Improvements | 63,500 | 63,500 |
| Accomplished Mechanical Industries, Ltd. | Maintenance | 9,700 | 9,700 |
| Accomplished Mechanical Industries, Ltd. | Maintenance | 7,700 | 7,700 |
| Cargill, Inc. | Concrete Pad | 10,075 | 10,075 |
| Lake Station Community Schools | Improvements | 37,600 | 33,587 |
| Drew Fox | Maintenance | 5,709 | 5,709 |
| Crown Point Police Department | Renovation | 41,480 | 2,145 |
| Lake County Public Library | Improvements | 653,876 | 5,718 |
| Duneland School Corporation | Renovation | 1,586,500 | 24 |
| Cargill, Inc. | Improvements | 13,846 | 13,846 |
| Cargill, inc. | Improvements | 9,470 | 3,925 |
| Duneland School Corporation | Maintenance | 4,658 | 4,658 |
| Saint Mary Medical Center | Maintenance | 45,692 | 45,692 |
| Totals | | \$ 61,639,325 | \$ 4,618,700 |

Gariup Construction Co., Inc.
Schedule 4 - Accounts Receivable Uncompleted Contracts
December 31, 2022

| Designation of Contract and For Whom Performed | Amount of Contract | Amount Billed | Amount Received | Retainage | Amount Due Exclusive of Amount Retained |
|--|----------------------|----------------------|----------------------|---------------------|---|
| Lake County Commissioners | \$ 283,850 | \$ 176,550 | \$ 164,085 | \$ 8,010 | \$ 4,455 |
| School City of Hammond | 5,062,314 | 5,009,638 | 4,503,164 | 250,482 | 255,992 |
| Lake County Commissioners | 1,044,809 | 990,024 | 886,908 | 47,048 | 56,068 |
| Portage Schools Learning Lab | 2,685,844 | 2,661,844 | 2,528,752 | 133,092 | - |
| Karen Jesso | 1,597,503 | 1,122,138 | 892,942 | - | 229,196 |
| Duneland School Corporation | 483,500 | 478,500 | 430,650 | 47,850 | - |
| Duneland School Corporation | 10,742,500 | 6,186,770 | 5,530,876 | 309,339 | 346,555 |
| Circle R Mechanical | 300,000 | 144,200 | 129,780 | 14,420 | - |
| Skillman Corporation | 8,009,210 | 4,585,118 | 3,892,816 | 229,256 | 463,046 |
| Crown Point Community School | 8,489,360 | 3,619,627 | 2,879,869 | 180,981 | 558,776 |
| Saint Mary Medical Center | 864,950 | 313,725 | 77,989 | 31,373 | 204,363 |
| Lake County Public Library | 702,950 | 692,550 | 399,466 | 34,627 | 258,457 |
| Community Foundation of NWIN | 19,840,341 | 4,875,008 | 2,027,437 | 487,501 | 2,360,070 |
| Crown Point Community School | 2,723,031 | 729,301 | 123,386 | 36,465 | 569,450 |
| 1Source | 560,185 | 504,167 | - | - | 504,167 |
| Porter Township School Corporation | 9,646,500 | 170,000 | - | 17,000 | 153,000 |
| Totals | \$ 73,036,847 | \$ 32,259,160 | \$ 24,468,120 | \$ 1,827,444 | \$ 5,963,595 |

DETAILS RELATIVE TO ASSETS (Continued)

5* | Accounts receivable not from construction contracts \$ 1,097,453

| RECEIVABLE FROM: NAME AND ADDRESS | FOR WHAT | WHEN DUE | AMOUNT |
|-----------------------------------|---------------|----------|-----------|
| Miscellaneous Receivables | Miscellaneous | | 9,609 |
| Employee Retention Credit | | | 1,087,844 |
| | | | |
| | | | |
| | | | |
| | | | |

What amount, if any, is past due \$

6 | Deposits with bids or otherwise as guarantees \$

| DEPOSITED WITH: NAME AND ADDRESS | FOR WHAT | WHEN RECOVERABLE | AMOUNT |
|----------------------------------|----------|------------------|--------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

7 | Interest accrued on loans, securities, etc. \$

| ON WHAT ACCRUED | TO BE PAID WHEN | AMOUNT |
|-----------------|-----------------|--------|
| | | |
| | | |
| | | |
| | | |
| | | |

8 | Real estate book value { (a) Used for business purposes \$ 28,144
 (b) Not used for business purposes

| DESCRIPTION OF PROPERTY | IMPROVEMENTS | | TOTAL BOOK VALUE |
|-------------------------|------------------------|------------|------------------|
| | NATURE OF IMPROVEMENTS | BOOK VALUE | |
| 1 Building Improvement | | | 28,144 |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |
| 6 | | | |
| 7 | | | |

| LOCATION | HELD IN WHOSE NAME | ASSESSED VALUE | AMOUNT OF ENCUMBRANCES |
|------------|---------------------|----------------|------------------------|
| 1 Gary, IN | Gariup Construction | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |
| 6 | | | |
| 7 | | | |

* List separately each item amounting to 10 per cent or more of the total and combine the remainder.

9

Stocks and bonds: (a) Listed—present market value \$ 688,790
 (b) Unlisted—present value 1,494

| | DESCRIPTION | ISSUING COMPANY | LAST INT. OR DIV. PAID | | PAR VALUE | PRESENT MARKET VALUE | QUANTITY | AMOUNT |
|---|-----------------------------|---------------------------|------------------------|---|-----------|----------------------|----------|---------|
| | | | DATE | % | | | | |
| 1 | Healthcare Inc. Account | Northstar Reality Finance | | | 2.93 | | 18,532 | 54,300 |
| 2 | ES Global Credit OPP Fund A | ES Investments | | | 9.21 | | 1,386 | 6,528 |
| 3 | See Attached Statement | Fidelity Investments | | | | | | 627,962 |
| 4 | Silver Bars | | | | | | 411 oz | 1,494 |
| 5 | | | | | | | | |
| 6 | | | | | | | | |
| 7 | | | | | | | | |

| | WHO HAS POSSESSION | IF ANY ARE PLEDGED OR IN ESCROW, STATE FOR WHOM AND REASON | AMOUNT PLEDGED OR IN ESCROW |
|---|--------------------|--|-----------------------------|
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |
| 6 | | | |
| 7 | | | |

10 Materials in stock and not included in Item 4, Assets: \$ 3,500
 (a) For use on uncompleted contracts (present value)
 (b) Other materials (present value)

| DESCRIPTION OF MATERIAL | QUANTITY | PRESENT VALUE | |
|-------------------------|----------|---------------------------|-----------------|
| | | FOR UNCOMPLETED CONTRACTS | OTHER MATERIALS |
| | | | |
| | | | |
| | | | |
| | | | |

11* Equipment at book value \$ 1,197,822

| QUANTITY | DESCRIPTION AND CAPACITY OF ITEMS | AGE OF ITEMS | PURCHASE PRICE | DEPRECIATION CHARGED OFF | BOOK VALUE |
|----------|-----------------------------------|--------------|----------------|--------------------------|------------|
| | | | | | |
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Are there any liens against the above? If so, state total amount \$

Gariup Construction Co., Inc.
Fidelity Investments
December 31, 2022
Schedule 10

| ISSUING COMPANY | DESCRIPTION | QUANTITY | Present Market Value | | Book Value | |
|---|-------------|----------------|----------------------|-------------------|---------------|-------------------|
| | | | UNIT | AMOUNT | UNIT | AMOUNT |
| CDs | | | | | | |
| PNC Bank National Assn Wilmington DE | CD | 250,000 | 1 | 250,178 | 1 | 250,000 |
| Morgan Stanley Private Bank | CD | 250,000 | 1 | 250,270 | 1 | 250,000 |
| Equity ETPs | | | | | | |
| Vanguard Mid-Cap Growth Index | ETPF | 100 | 179.76 | 17,976 | 236.74 | 23,674 |
| Vanguard Mid-Cap Value Index | ETPF | 165 | 135.24 | 22,314 | 151.34 | 24,971 |
| Vanguard Adminral FDS Inc. Small Cap 600 Growth | ETPF | 110 | 186.39 | 20,503 | 230.01 | 25,301 |
| Vanguard S&P Small-Cap 600 V | ETPF | 135 | 157.05 | 21,202 | 182.56 | 24,646 |
| Vanguard S&P 500 Value Index | ETPF | <u>325</u> | <u>140.06</u> | <u>45,519</u> | <u>152.89</u> | <u>49,689</u> |
| Totals | | <u>500,835</u> | | <u>\$ 627,962</u> | | <u>\$ 648,281</u> |

DETAILS RELATIVE TO ASSETS (Continued)

12 | Furniture and fixtures at book value \$ 19,727

13 | Other assets \$ 873,479

| DESCRIPTION | AMOUNT |
|---|---------|
| Cash Surrender Value - Officer's Life Insurance | 350,469 |
| Right of Use Assets | 429,186 |
| Deferred Tax Credits, Prepaid Expenses & Misc. | 93,824 |

TOTAL ASSETS : 23,090,074

DETAILS RELATIVE TO LIABILITIES

1 | Notes payable { (a) To banks, regular \$ 137,021
 (b) To banks for certified checks 120,027
 (c) To others for equipment obligations
 (d) To others exclusive of equipment obligations

| TO WHOM: NAME AND ADDRESS | WHAT SECURITY | WHEN DUE | AMOUNT |
|---------------------------|---------------|----------|---------|
| First Merchants Bank | Equipment | 12/08/23 | 137,021 |
| John Deere Financial | Equipment | 07/08/23 | 120,027 |

2 | Accounts payable { (a) Not past due \$ 6,228,579
 (b) Past due

| TO WHOM: NAME AND ADDRESS | FOR WHAT | DATE PAYABLE | AMOUNT |
|-----------------------------|----------|--------------|--------|
| List Available Upon Request | | | |

3 | Real estate encumbrances (See Item 8, Assets) \$

4 | Other liabilities \$ 9,320,103

| DESCRIPTION | AMOUNT |
|---|-----------|
| Payroll Withholdings - 170,379; Accrued Expenses - 6,213,015; Operating Lease Liability - 429,187 | 6,812,581 |
| Billing in Excess of Cost & Estimated Earnings | 2,317,825 |
| Deferred Income Tax | 189,697 |

5 | Reserves \$

| INTEREST | INSURANCE | BLDGS. & FIXT. | PLANT DEPR. | TAXES | BAD DEBTS | | |
|----------|-----------|----------------|-------------|-------|-----------|----|----|
| \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ |

6 | Capital stock paid up { (a) Common \$ 445,800
 (b) Preferred

7 | Surplus \$ 6,838,544

TOTAL LIABILITIES : 23,090,074

If a corporation answer this:

Amount for which incorporated \$500,000

Capital paid in cash \$ 250,000

When incorporated February 5, 1959

In what state Indiana

Names and titles of all persons having authority to execute and receipt estimate vouchers and to conduct other business for the corporation, including its officers, the signatures of whom are legally binding.

Alex M. Gariup, President

Matthew Gariup, Treasurer

Denise Kennedy, Secretary

Do you have necessary "certificate of authority" to transact corporate business in this state, under the terms of

Chapter 215, Acts of 1929, and acts amendatory thereto? _____

If a co-partnership answer this:

Date of organization _____

State whether co-partnership is general, limited or association _____

Give the names, addresses and proportional interests of all parties:

| Name | Address | Share |
|--------------|--------------|-----------------|
| <u>_____</u> | <u>_____</u> | <u>\$ _____</u> |
| <u>_____</u> | <u>_____</u> | <u>\$ _____</u> |
| <u>_____</u> | <u>_____</u> | <u>\$ _____</u> |
| <u>_____</u> | <u>_____</u> | <u>\$ _____</u> |
| <u>_____</u> | <u>_____</u> | <u>\$ _____</u> |
| <u>_____</u> | <u>_____</u> | <u>\$ _____</u> |
| <u>_____</u> | <u>_____</u> | <u>\$ _____</u> |
| <u>_____</u> | <u>_____</u> | <u>\$ _____</u> |
| <u>_____</u> | <u>_____</u> | <u>\$ _____</u> |

The name of the partnership firm under which the above partners are operating is _____

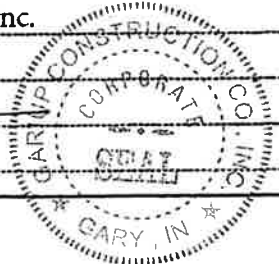
Give names and titles of all persons having authority to execute and receipt estimate vouchers and to conduct other business for the partnership, the signatures of whom are legally binding.

The undersigned hereby declares that the foregoing is a true statement of the financial condition of the individual, co-partnership or corporation herein first named, as of the date herein first given; that this statement is for the express purpose of inducing the party to whom it is submitted to award the submitter a contract; and that any depository, vendor or other agency herein named is hereby authorized to supply such party with any information necessary to verify this statement.

Gariup Construction Co., Inc.

NOTE: A co-partnership must give firm name and signatures of all partners. A corporation must give full corporate name, signature of official and affix corporate seal.

Matthew Gariup, Treasurer



Affidavit for Individual

STATE OF _____ } ss:
COUNTY OF _____ }

_____ being duly sworn, deposes and says that the foregoing financial statement, taken from his books, is a true and accurate statement of his financial condition as of the date thereof and that the answers to the foregoing interrogatories are true.

Subscribed and sworn to before me this

_____ day of _____ 19____

(Applicant must sign here)

Notary Public

Affidavit for Co-Partnership

STATE OF _____ } ss:
COUNTY OF _____ }

_____ being duly sworn, deposes and says that he is a member of the firm of _____; that he is familiar with the books of the said firm showing its financial condition; that the foregoing financial statement, taken from the books of the said firm, is a true and accurate statement of the financial condition of the said firm as of the date thereof and that the answers to the foregoing interrogatories are true.

Subscribed and sworn to before me this

_____ day of _____ 19____

(Member of firm must sign here)

Notary Public

Affidavit for Corporation

STATE OF INDIANA } ss:
COUNTY OF LAKE }

Matthew Gariup

being duly sworn, deposes and says that he is

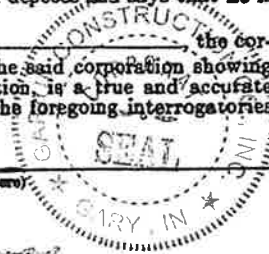
Treasurer of the Gariup Construction Co., Inc. the corporation described in and which executed the foregoing statement; that he is familiar with the books of the said corporation showing its financial condition; that the foregoing financial statement, taken from the books of the said corporation, is a true and accurate statement of the financial condition of said corporation as of the date thereof and that the answers to the foregoing interrogatories are true.

Subscribed and sworn to before me this

21st day of February 18, 2024

(Officer must sign here)

Matthew Gariup, Treasurer



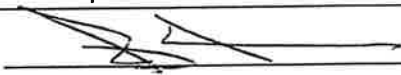
Katrina Grbic
Katrina Grbic
My Commission Expires: August 18, 2029
County of Residence: Porter Co., IN

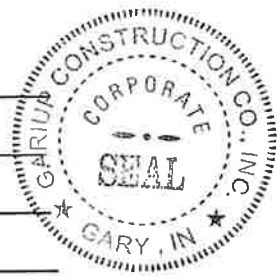
Notary Public

KATRINA GRBIC
Notary Public - Seal
Porter County - State of Indiana
Commission Number NP0735615
My Commission Expires Aug 18, 2029

E-VERIFY AFFIDAVIT

As required by Indiana Code 22-5-1.7-11 for certain contracts executed after June 20, 2011, the Contractor entering into a contract with the Owner is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify Program. Contractor shall affirm, prior to entering into its contract with the Owner, that the Contractor will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify Program, and submit a properly notarized E-Verify Affidavit to the Owner, which shall affirm the Contractor does not knowingly employ an unauthorized alien. The Contractor is not required to verify the work eligibility status of all its newly hired employees through the E-Verify Program if the E-Verify Program no longer exists.

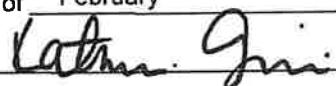
(Contractor): Gariup Construction Co., In.
 By (Written Signature): 
 (Printed Name): Matthew Gariup
 (Title): Treasurer



Important - Notary Signature and Seal Required in the Space Below

STATE OF INDIANA)
) SS:
 COUNTY OF LAKE)

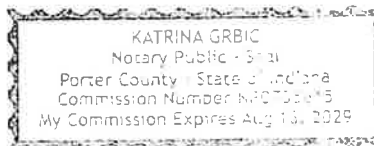
Subscribed and sworn to before me this 21st day of February, 2024

(Signed) 

(Printed) Katrina Grbic

My commission expires: August 18, 2029 Resident of Porter County

August 18, 2029



**State of Indiana
Office of the Secretary of State**

CERTIFICATE OF EXISTENCE

To Whom These Presents Come, Greeting:

I, DIEGO MORALES, Secretary of State of Indiana, do hereby certify that I am, by virtue of the laws of the State of Indiana, the custodian of the corporate records and the proper official to execute this certificate.

I further certify that records of this office disclose that

GARIUP CONSTRUCTION CO INC

duly filed the requisite documents to commence business activities under the laws of the State of Indiana on February 05, 1959, and was in existence or authorized to transact business in the State of Indiana on February 07, 2024.

I further certify this Domestic For-Profit Corporation has filed its most recent report required by Indiana law with the Secretary of State, or is not yet required to file such report, and that no notice of withdrawal, dissolution, or expiration has been filed or taken place. All fees, taxes, interest, and penalties owed to Indiana by the domestic or foreign entity and collected by the Secretary of State have been paid.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, February 07, 2024

Diego Morales

DIEGO MORALES
SECRETARY OF STATE

194285-063 / 20243604723

All certificates should be validated here: <https://bsd.sos.in.gov/ValidateCertificate>

Expires on March 08, 2024.