

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

BID FORM

Total Amount of Bid \$ 560,000.00

Contractor's Name Gariup Construction Co., Inc.

Telephone 219-887-5233

PROJECT IDENTIFICATION: 2023 Sidewalk Replacement Program
Town of Munster, Indiana

BIDS TO BE OPENED: May 17, 2023 at 10 AM at Town of Munster Town Hall, Main Meeting Room

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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.

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 any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

Addendum No.	Addendum Date
None	

- 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;

- 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	17,000	SF	\$30.00	\$510,000.00
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	\$50.00	\$50,000.00
TOTAL BID				\$560,000.00

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 September 1, 2023 and substantially complete by October 20 and ready for final payment by October 27, 2023. Contractor to provide a schedule at the pre-construction meeting (anticipated on June 14 or within 2 weeks of Bid Award).
- 6.02 For each calendar day including Saturdays, Sundays, and Holidays, that work shall remain uncompleted after October 20, 2023, a sum of one-thousand dollars (\$1,000) per day will be

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]
(Signature - attach evidence of authority to sign)

Name (typed or printed): Matthew Gariup

Title: Treasurer

(CORPORATE SEAL)

Attest: [Signature: Denise Kennedy]
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
Gary, IN 46401-0879

Phone: 219-887-5233 Facsimile: 219-981-3679 E-mail: matthew.gariup@gariup.com

Submitted on May 17, 20 23

State Contractor License No. 4300 - Munster (If applicable)

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., Inc.

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 17th day of May, 2020 ~~23~~

(Signed)

(Printed) Sunday Detamore

My commission expires:

January 17, 2024

Resident of Newton





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 17th day of May, 2023.




Denise Kennedy, Secretary

An Equal Opportunity Employer

BID OF

Gariup Constrution Co., Inc.

(Contractor)

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

(Address)

Gary, IN 46401-0879

FOR

PUBLIC WORKS PROJECTS

OF

2023 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: May 17, 2023

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 for the sum of (written in English):

Five hundred sixty thousand dollars
also denoted numerically in currency as::

\$ 560,000.00

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: May 15, 2023

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
2,469,700.00	Heavy	2022	Dyer Central Park Improv. Dyer, IN
1,430,500.00	Institutional	2022	Hanover Central HS Site Improvements, Cedar Lake, IN
1,569,500.00	Institutional	2022	Portage City Hall Renovations, Portage, IN
1,496,500.00	Institutional	2022	Schererville Fire Station #3 Add/Renov Schererville, 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
6,287,500.00	Bridge	2023	Little Calumet Pedestrian Bridge Hammond, IN
10,567,500.00	Institutional	2023	Westchester Intermediate School Chesterton, IN
7,679,500.00	Institutional	2023	Colonel John IM1eeler MS Addition Crown Point, IN
8,379,500.00	Institutional	2023	Crown Point School Corp. New Admin. Ctr. Crown Point, 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.
- | | | |
|---------------------------------|--------------------|--------------------------|
| <u>Calumet Brewery</u> | <u>Hammond, IN</u> | <u>Mr. Marc Kiernan</u> |
| <u>Catholic Diocese of Gary</u> | <u>Gary, IN</u> | <u>Mr. Anthony Bonta</u> |
| <u>Community Hospital</u> | <u>Munster, IN</u> | <u>Mr. Dave Otte</u> |
| <u>Comprehensive Care</u> | <u>Gary, IN</u> | <u>Dr. Frank Messana</u> |
| <u>Legacy, LLC</u> | <u>Munster, IN</u> | <u>Mr. Bob Tiberi</u> |

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 or 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.

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 17th day of May, 2023

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 17th day of May, 2023

[Signature]
Sunday Detamore Notary Public

My Commission Expires: January 17, 2024

County of Residence: Newton



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 May 17, ~~19~~ 2023

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
19,479,500.00	Institutional	2021	New Hammond High School
1,999,700.00	Bridge	2021	Bridge #264 Lake County, Indiana
1,077,500.00	Heavy	2021	Marquette Trail, Burns Harbor, Indiana
2,347,500.00	Institutional	2021	Portage High School Pool Renovation

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
6,287,500.00	Bridge	2022	Little Calumet Pedestrian Bridge - Hammond, IN
10,567,500.00	Institutional	2023	Westchester Intermediate School - Chesterton, IN
7,679,500.00	Institutional	2023	Colonel John Wheeler MS Addition - Crown Point, IN
8,379,500.00	Institutional	2023	Crown Point School Corp. - New Admin. Ctr. - Crown Point, 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?

Calumet Breweries	Hammond, IN	Mr. Marc Kiernan
Catholic Diocese of Gary	Gary, IN	Mr. Anthony Bonta
Community Hospital	Munster, IN	Mr. Dave Otte
Comprehensive Care	Gary, IN	Dr. Frank Messana
Legacy, LLC	Munster, IN	Mr. Bob Tiberi
Mike Anderson Chevrolet	Merrillville, IN	Mr. Mike Anderson

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 Hammond, IN	Mayor	Mr. Thomas McDermott
Town of Munster	Council Member - Ward 1	Mr. John Reed
City of Valparaiso, IN	City Administrator	Mr. Mike Ileson
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 CONSTRUCTION EXPERIENCE	MAGNITUDE AND TYPE OF WORK	IN WHAT CAPACITY
Alex M. Gariup	President/CEO	39	Mgmt. Asst./Field Supt.	Full
Matthew Gariup	Treasurer/CFO	34	Mgmt. Asst./Field Supt.	Full
Denise Kennedy	Controller/Corporate	35	Controller/Corporate Secretary	Full
Danica Demaree	Sr. Project Manager	32	Senior Project Manager	Full
Scott Hubbard	Sr. Project Manager	31	Senior Project Manager	Full
Eric Robinson	General Field Supt.	25	General Field Superintendent	Full
Peter Blachut	Senior Estimator	35	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.

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

7

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.	

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? Do not give names of dealers or manufacturers Yes

Dated at Gary, IN this 17th day of May

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

By [Signature]
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 17th day of May

Sunday Detamore
Sunday Detamore

My Commission expires January 17, 2024

County of Residence: Newton Co., Indiana



Contractor's Financial Statement

Submitted by Gariup Construction Co., Inc.

☒ A Corporation
☐ A Co-partnership
☐ An Individual

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

To Town of Munster

Condition at close of business

19

ASSETS		Dollars							Cts.
1. Cash: (a) On hand \$ <u>4,150</u> , (b) In bank \$ <u>4,350,684</u> , (c) Elsewhere \$		4	3	5	4	8	3	4	
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		3	3	7	6	8	6	7	
4. Sums earned on uncompleted contracts as shown by engineer's or architect's estimate									
(a) Amount receivable after deducting retainage		3	0	7	6	1	8	1	
(b) Retainage to date, due upon completion of contracts		5	3	4	8	1	3		
5. Accounts receivable from sources other than construction contracts					5	4	2		
6. Deposits for bids or other guarantees: (a) Recoverable within 90 days									
(b) Recoverable after 90 days									
7. Interest accrued on loans, securities, etc.					7	3	3		
8. Real estate: (a) Used for business purposes			1	6	4	2	1		
(b) Not used for business purposes									
9. Stocks and bonds: (a) Listed—present market value		7	4	9	5	4	7		
(b) Unlisted—present value				1	4	9	4		
10. Materials in stock not included in Item 4 (a) For uncompleted contracts (present value)				3	5	0	0		
(b) Other materials (present value)									
11. Equipment, book value		8	0	1	1	6	8		
12. Furniture and fixtures, book value			2	2	5	7	8		
13. Other assets		5	1	3	4	3	0		
Total assets									
LIABILITIES									
1. Notes payable: (a) To banks regular			2	6	7	5	8	2	
(b) To banks for certified checks									
(c) To others for equipment obligations									
(d) To others exclusive of equipment obligations									
2. Accounts payable: (a) Not past due		4	1	7	6	7	2	9	
(b) Past due									
3. Real estate encumbrances									
4. Other liabilities		2	7	7	6	5	8	5	
5. Reserves									
6. Capital stock paid up: (a) Common			4	4	5	8	0	0	
(b) Common									
(c) Preferred									
(d) Preferred									
7. Surplus (net worth)		5	7	8	5	4	1	2	
Total liabilities		13	4	5	2	1	0	8	
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	\$ 4,150
	Cash (b) deposited in banks named below	4,350.684
	(c) elsewhere (state where)	

NAME OF BANK	LOCATION	DEPOSIT IN NAME OF	AMOUNT
J.P. Morgan Chase Bank	Merrillville, IN	Gariup Construction Co., Inc.	1,051,729
First Merchants	Merrillville, IN	Gariup Construction Co., Inc.	1,269,971
Fidelity Investments	Cincinnati, OH	Gariup Construction Co., Inc.	2,028,984

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

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	\$ 3,376,867
-----------	--	--------------

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		\$ 3,076,181
	(b) Retainage to date due upon completion of contract		534,813

DESIGNATION OF CONTRACT AND NAME AND ADDRESS OF OWNER	AMOUNT OF CONTRACT	AMOUNT EARNED	AMOUNT RECEIVED	RETAINAGE		AMOUNT EX-CLUSIVE 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
School City of Hammond	Renovations	\$ 25,147,125	\$ 777,230
Trustees of Indiana University	Improvements	425,650	2,458
Tri-Creek School Corporation	Renovations	3,624,967	35,500
Town of Schererville	Renovations	1,480,590	1
Town of Munster	Improvements	112,200	64,201
Town of Griffith	Improvements	697,500	49,423
Town of Dyer	Improvements	2,355,456	135,459
St. Catherine Hospital Purchasing	Renovations	1,110,653	396,253
South Newton School Corp	Renovations	1,625,500	79,370
Skillman Corporation	Renovations	2,860,000	45,759
Saint Mary Medical Center	Renovations	613,540	53,762
Portage Township Schools	Improvements	4,890,652	356,442
Portage County Library	Improvements	24,970	1,249
NorthShore Health Centers	Renovations	498,948	285,096
Merrillville Community Schools	Renovations	55,850	27,093
Mechanical Concepts	Renovations	107,048	75,267
Little Calumet River Basin	Improvements	56,550	2,511
Lake County Commissioners	Improvements	1,512,305	57,659
Indiana Department of Transportation	New Trail	973,000	209,915
Gatlin Plumbing	Renovations	6,904	6,904
Gary Sanitary District	Renovations	1,111,323	78,281
E.C. Babilla	Improvements	18,918	18,918
Duneland School Corp	Improvements	29,506	29,506
Dr. Foreit	Improvements	2,414	2,414
Community Healthcare System	Renovations	421,884	34,525
City of Hammond Water Works	Improvements	567,500	104,862
City of Hammond Public Works	Improvements	525,735	30,504
City of Hammond Building Department	Renovations	60,500	14,919
City of Gary Building Department	Improvements	5,799	5,799
City of East Chicago Building Department	Improvements	3,899,925	183,642
City of East Chicago	Improvements	1,944,293	194,039
Chuck Babilla	Improvements	1,659	1,659
Bypass Partners	Improvements	5,094	5,094
Bob Tiberi	Improvements	954	954
Bill Neff	Improvements	10,199	10,199
Totals		\$ 56,785,110	\$ 3,376,867

Gariup Construction Co., Inc.**Schedule 4 - Accounts Receivable Uncompleted Contracts****December 31, 2021**

Designation of Contract and For Whom Performed	Amount of Contract	Amount Billed	Amount Received	Retainage	Amount Due Exclusive of Amount Retained
Hanover Community School Corporation	\$ 1,497,759	\$ 1,363,907	\$ 1,008,755	\$ 68,195	\$ 286,956
Town of Schererville	1,480,590	1,454,090	1,246,970	72,705	134,416
Tri-Creek School Corporation	3,589,467	2,499,677	2,081,255	124,984	293,438
City of Portage	1,689,095	1,241,546	703,172	62,077	476,297
Gary Sanitary District	1,033,042	745,042	493,311	74,504	177,227
City of Portage	714,901	695,095	94,572	69,510	531,013
Lake County Commissioners	136,700	27,500	-	2,375	26,125
Lake County Commissioners	271,955	48,500	17,100	2,425	28,975
School City of Hammond	4,951,500	1,180,772	-	59,039	1,121,733
	<u>\$ 15,365,009</u>	<u>\$ 9,256,129</u>	<u>\$ 5,645,134</u>	<u>\$ 534,813</u>	<u>\$ 3,076,181</u>

DETAILS RELATIVE TO ASSETS (Continued)

5* | **Accounts receivable not from construction contracts** \$ 542

RECEIVABLE FROM: NAME AND ADDRESS	FOR WHAT	WHEN DUE	AMOUNT
Miscellaneous Receivables	Miscellaneous		542

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.** \$ 733

ON WHAT ACCRUED	TO BE PAID WHEN	AMOUNT
Escrow Accounts		733

8 | **Real estate book value** { (a) Used for business purposes \$ 16,421
(b) Not used for business purposes

DESCRIPTION OF PROPERTY	IMPROVEMENTS		TOTAL BOOK VALUE
	NATURE OF IMPROVEMENTS	BOOK VALUE	
1 Building Improvement			16,421
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.

Gariup Construction Co., Inc.

Fidelity Investments

December 31, 2021

Schedule 10

ISSUING COMPANY	DESCRIPTION	QUANTITY	Present Market Value		Book Value	
			UNIT	AMOUNT	UNIT	AMOUNT
Mutual Funds						
Bond Funds						
Pimco Short Term Class A	Bond Fund	32,518.74	9.77	\$ 317,708	9.87	\$ 320,969
Pimco Income Fund CL A	Bond Fund	<u>29,170.39</u>	11.94	<u>348,294</u>	12.11	<u>353,306</u>
Totals		61,689.13		<u>\$ 666,003</u>		<u>\$ 674,275</u>

DETAILS RELATIVE TO ASSETS (Continued)

12 Furniture and fixtures at book value \$ 16,421

13 Other assets \$ 513,430

DESCRIPTION	AMOUNT
Cash Surrender Value - Officer's Life Insurance	338,723
Costs & Estimated Earnings in Excess of Billing	5,431
Deferred Tax Credits, Prepaid Expenses & Misc.	169,276

TOTAL ASSETS \$ 13,452,108

DETAILS RELATIVE TO LIABILITIES

1 Notes payable { (a) To banks, regular \$ 267,582
(b) To banks for certified checks
(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	267,582
SBA PPP Loan	N/A	04/15/22	1,797

2 Accounts payable { (a) Not past due \$ 4,176,729
(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 \$ 2,776,585

DESCRIPTION	AMOUNT
Payroll Withholdings - 168,500; Accrued Expenses - 2,258,711	2,127,211
Billing in Excess of Cost & Estimated Earnings	264,482
Deferred Income Tax	84,892

5 Reserves \$

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

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

7 Surplus \$ 5,785,412

TOTAL LIABILITIES \$ 13,452,108

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
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$

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.

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.

Gariup Construction Co., Inc.

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 the 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

17th day of May 2024

(Officer must sign here)

Matthew Gariup, Treasurer



Sunday Detamore
My Commission Expires: January 17, 2024
County of Residence: Newton Co., IN

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

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)
2023 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 17th day of May 2023


(Witness)


(Witness)

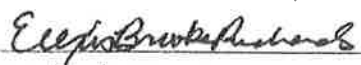
Gariup Construction Co., Inc.
(Principal)

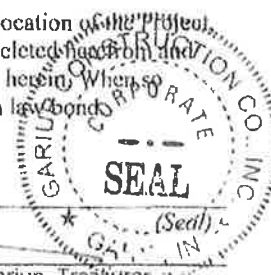
(Title)

Matthew Gariup, Treasurer

Continental Casualty Company

(Surety)


(Title) Elexis Brooke Richards
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

Edward L Mournighan, Ginger J Krahn, Michael H Bill, Michael M Bill, Cynthia L Jenkins, Sheree Hsieh, Cindy H Stellhorn, Brenda Johnston, Kimberly E Kinkead, Rebecca A Virt, Michael J Marsella, Anthony Robert Baumgartner, Elexis Brooke Richards, Emily Daughettee, 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-Law and Resolutions, printed on the reverse hereof, 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 21st day of December, 2022.

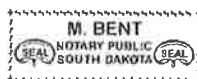


Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Paul T. Bruflat
Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 21st day of December, 2022, 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 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
M. Bent Notary Public

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-Law and Resolution of the Board of Directors of the insurance companies 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 insurance companies this 17th day of May, 2023.



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

D. Johnson
D. Johnson Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

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 the Company 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 Paul T. Bruffat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of Continental Casualty Company.

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 the Company 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.

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

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 the Company by unanimous written consent dated May 10, 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 Paul T. Bruffat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of National Fire Insurance Company of Hartford.

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 the Company 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.

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

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 the Company by unanimous written consent dated May 10, 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 Paul T. Bruffat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of American Casualty Company of Reading, Pennsylvania.

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 the Company 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.

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 May 16, 2023.

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, May 16, 2023

Diego Morales

DIEGO MORALES
SECRETARY OF STATE

194285-063 / 20233184156

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

Expires on June 15, 2023.



Town of Munster Contractor Registration

2023

This certifies that

GARIUP CONSTRUCTION CO INC

Is registered with the Town of Munster, Office of Community
Development in compliance with Munster Code, Article IV, Division 2.

Expires: 12/31/2023

Registration Number: 4300

This Contractor Registration grants its holder the opportunity to perform contractual work within the Town of Munster in conformance to all applicable laws of this jurisdiction. Failure to conform shall cause suspension or revocation of this Contractor Registration in accordance with the Municipal Code, Sec. 10-146.

Chief Building Inspector