FLORIDA BID BOND

	BOND NO. N/A
	AMOUNT: \$ 5% of Bid
KNOW ALL MEN BY THESE PRESENTS, that	
Giannetti Contracting Corporation	
hereinafter called the Contractor (Principal), and	
Liberty Mutual Insurance Company	
a corporation duly organized and existing under and by Florida, hereinafter called the Surety, and authorized to Florida, as Surety, are held and firmly bound unto The (Obligee), in the sum of: Five Percent of Accompanying	transact business within the State of City of Key West as Owner
DOLLARS (\$ 5%	of Bid), for the
payment for which we bind ourselves, our heirs, execut assigns, jointly and severally, firmly by these presents.	tors, administrators, successors, and
THE CONDITION OF THIS BOND IS SUCH THAT:	
WHEREAS, the Principal is herewith submitting his or	its Bid Proposal for Construction of

WHEREAS, the Principal is herewith submitting his or its Bid Proposal for Construction of the George Street Stormwater Basin Improvements, Key West, Florida, said Bid Proposal, by reference thereto, being hereby made a part hereof.

WHEREAS, the Principal contemplates submitting or has submitted a bid to the Obligee for the furnishing of all labor, materials (except those to be specifically furnished by the Owner), equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Proposal and the detailed Drawings and Specifications, entitled:

GEORGE STREET STORMWATER BASIN IMPROVEMENTS

WHEREAS, it was a condition precedent to the submission of said bid that a cashier's check, certified check, or bid bond in the amount of 5 percent of the base bid be submitted with said bid as a guarantee that the Bidder would, if awarded the Contract, enter into a written Contract with the Owner for the performance of said Contract, within 10 working days after written notice having been given of the award of the Contract.

427475 OCTOBER 29, 2011 ©COPYRIGHT 2011 CH2M HILL

FLORIDA BID BOND 00 43 13 - 1 NOW, THEREFORE, the conditions of this obligation are such that if the Principal within 10 consecutive calendar days after written notice of such acceptance, enters into a written Contract with the Obligee and furnishes the Performance and Payment Bonds, each in an amount equal to 100 percent of the awarded base bid, satisfactory to the Owner, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the Obligee and the Surety herein agrees to pay said sum immediately upon demand of the Obligee in good and lawful money of the United States of America, as liquidated damages for failure thereof of said Principal.

Signed and sealed this 29th day of November , 20 11

GIANNETTI CONTRACTING CORPORATION

Principal

Richy Gunnett, Pierident LIBERTY MUTUAL INSURANCE COMPANY

Surety

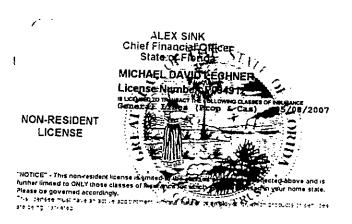
Attorney In Fact

Michael D. Lechner

END OF SECTION



Attached is your FL Department of Financial Services license. Please remember to sign the back of your card. If you have any questions please contact the FL Department of Financial Services at (850) 413-3137.



THIS POWER OF ALTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.	105500
This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the man	485502
This Power of Attorney limits the acts of those named herein, and they have no authority to hind the Company except in the man	anor and to the

extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY **BOSTON, MASSACHUSETTS POWER OF ATTORNEY**

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company
pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint T. R. GUY, PAUL M. HURLEY.
C. A. JOHNSON, LINDA L. AUSTIN, ANNE BARICK, MARGARET M. KOHLOFF, ROBERT D. HEUER, MICHELLE BUECHEL, MICHAEL D. LECHNER,
KRISTYN M. LANGBEEN, ALL OF THE CITY OF TROY, STATE OF MICHIGAN

each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneysin-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, David M. Carey, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

o confirm the validity of this Power of Attorney IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this day of _____ day of _



LIBERTY MUTUAL INSURANCE COMPANY

i-610-832-8240 between 9:00 am and 4:30 nm FST on anv hiisiness dav

David M. Carey, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA COUNTY OF MONTGOMERY

On this 20th _ day of _ September _, before me, a Notary Public, personally came David M. Carey, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF Phave hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Teresa Pasiella, Notary Public Plymouth Twp., Montgomery County My Commission Expires Mar. 28, 2013

Member, Pennsylvania Association of Notaries

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in-full-force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 29th NOUR MORC, 2011.



Gregory W. Davenport, Assistant Secretary

BIDDER'S CHECKLIST

(Note: The purpose of this checklist is to serve as a reminder of major items to be addressed in submitting a bid and is not intended to be all inclusive. It does not alleviate the Bidder from the responsibility of becoming familiar with all aspects of the Contract Documents and proper completion and submission of his bid.)

Ι.	All Contract Documents thoroughly read and understood.	[X]
2.	All blank spaces in Proposal filled in, using black ink.	\bowtie]
3.	Total and unit prices added correctly.	[X]
4.	Addenda acknowledged.	[X]
5.	Subcontractors are named as indicated in the Proposal.	$[\chi]$
6.	Experience record included.	
7.	Bid signed by authorized officer.	[X]
8.	Bid Bond completed and executed, including power-of-attorney dated the same date as Bid Bond.	[X]
9.	Bidder familiar with federal, state, and local laws, ordinances, rules and regulations affecting performance of the work.	[X]
10.	Bidder, if successful, able to obtain and/or demonstrate possession of required licenses and certificates within (10) ten calendar days after receiving a Notice of Award.	[*]
H.	Bid submitted intact with the volume containing the Bidding Requirements, Contract Forms, and Conditions of the Contract and six copies Podacio # 2	[X]
12.	Bid Documents submitted in sealed envelope and addressed and labeled in conformance with the instructions in the Invitation to Bid.	[×]
13.	Bidder must provide satisfactory documentation of State Licenses.	f× 1

NOTE TO BIDDER: Use preferably BLACK ink for completing this Bid form.

BID FORM

To:	The City of Key West
Address:	525 Angela Street, Key West, Florida 33040
Project Title:	ITB #12-005/George Street Stormwater Basin Improvements
CH2M HILL Project No.:	427475
City of Key West Project No.	: ST 0802
Bidder's person to contact for	additional information on this Bid:
Name: R10	Ky L GIANNETTI
	4 772-8104

BIDDER'S DECLARATION AND UNDERSTANDING

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this Bid are those named herein, that this Bid is, in all respects, fair and without fraud, that it is made without collusion with any official of the Owner, and that the Bid is made without any connection or collusion with any person submitting another Bid on this Contract.

The Bidder further declares that he has carefully examined the Contract Documents for the construction of the project, that he has personally inspected the site, that he has satisfied himself as to the quantities involved, including materials and equipment, and conditions of work involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the Work and to identify the said quantities with the detailed requirements of the Contract Documents, and that this Bid is made according to the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Bid.

The Bidder further agrees, as evidenced by signing the Bid, that if awarded a Contract, the Florida Trench Safety Act and applicable trench safety standards will be complied with.

CONTRACT EXECUTION AND BONDS

The Bidder agrees that if this Bid is accepted, he will, within 10 days, not including Sundays and legal holidays, after Notice of Award, sign the Contract in the form annexed hereto, and will at that time, deliver to the Owner examples of the Performance Bond and Payment Bond required herein, and evidence of holding required licenses and certificates, and will, to the extent of his Bid, furnish all machinery, tools, apparatus, and other means of construction and do the Work and furnish all the materials necessary to complete all work as specified or indicated in the Contract Documents.

CERTIFICATES OF INSURANCE

Bidder agrees to furnish the Owner, before commencing the Work under this Contract, the certificates of insurance as specified in these Documents.

START OF CONSTRUCTION AND CONTRACT COMPLETION TIMES

The Bidder agrees to begin work within 10 calendar days after the date of the Notice to Proceed and to achieve Substantial Completion within <u>425</u> calendar days from the date when the Contract Times commence to run as provided in paragraph 2.03.A of the General Conditions, and Work will be completed and ready for final payment and acceptance in accordance with paragraph 14.07 of the General Conditions within <u>455</u> calendar days from the date when the Contract Times commence to run.

LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract, Owner and Bidder recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in paragraph Start of Construction and Contract Completion Times above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. Owner and Bidder also recognize the delays, expense, and difficulties involved in proving in a legal or other dispute resolution proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Bidder agree that as liquidated damages for delay (but not as a penalty) Bidder shall pay Owner \$3,000.00 per day for each day that expires after the time specified for substantial completion.

After Substantial Completion, if Bidder neglects, refuses, or fails to complete the remaining Work within the Contract Times or any Owner-granted extension thereof, Bidder shall pay Owner \$1,000.00 for each day that expires after the time specified in paragraph Start of Construction and Contract Completion Times, above for completion and readiness for final payment. Liquidated damages shall run concurrent.

Owner will recover such liquidated damages by deducting the amount owed from the final payment or any retainage held by Owner.

BID FORM 00 41 13 - 2 (REV. 1) 427475 NOVEMBER 16, 2011 ©COPYRIGHT 2011 CH2M HILL

ADDENDA

The Bidder hereby acknowledges that he has received Addenda No's,,
, (Bidder shall insert No. of each Addendum received) and agrees that all
addenda issued are hereby made part of the Contract Documents, and the Bidder further
agrees that his Bid(s) includes all impacts resulting from said addenda.

SALES AND USE TAXES

The Bidder agrees that all federal, state, and local sales and use taxes are included in the stated Bid Prices for the Work. Cash allowances DO NOT include any sales and use tax. Equipment allowance includes taxes as shown in Equipment Suppliers' Bid.

PUBLIC ENTITY CRIMES

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

COMBINED UNIT PRICE AND LUMP SUM WORK

The Bidder further proposes to accept as full payment for the Work proposed herein the amounts computed under the provisions of the Contract Documents. For unit price bid items, the estimate of quantities of work to be done is tabulated in the Proposal and, although stated with as much accuracy as possible, is approximate only and is assumed solely for the basis of calculation upon which the award of Contract shall be made. For lump sum bid items, it is expressly understood that the amounts are independent of the exact quantities involved. The Bidder agrees that the amounts for both unit price and lump sum work represent a true measure of labor and materials required to perform the Work, including all allowances for overhead and profit for each type of work called for in these Contract Documents. The amounts shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.

UNIT PRICE SCHEDULE

Unit prices have been computed in accordance with Paragraph 11.03.C of the General Conditions and Section 01025, Measurement and Payment, Paragraph 1.07B.

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

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BID FORM 00 41 13 - 3 (REV. 1)

CONTINGENCY ALLOWANCE

Bidder further agrees that the amount shown is an estimated amount to be included in the Total Base Bid for unforeseen conditions and conflicts. Bidder further acknowledges that payment will be based on actual costs as determined in conformance with the Contract Documents and as authorized by Change Order. The Owner will negotiate with the Contractor how each Contingency Allowance will be spent prior to performing the work.

BUILDING PERMIT ALLOWANCE

Bidder further acknowledges that this amount shown is an estimated amount to be included in the Total Base Bid for the Building Permit required by the City of Key West and any Regulatory Agency Permit(s). Bidder acknowledges that payment will be based on actual cost for the permit(s).

KEY ENERGY SERVICE ALLOWANCE

Bidder further agrees that the amount shown is an estimated amount to be included in the Total Base Bid to cover payment to Key Energy Service for electrical service. Bidder further acknowledges that payment will be based on actual amount paid as indicated by appropriate invoice.

	UNIT PRICE BID SCHEDULE				
Item No.	Description	Estimated Quantity	Unit	Bid Unit Price	Extended Bid Unit Price
1	General				
1.1	Performance and Payment Bonds	1	EA	37,130.w	37,130.W
1.2	Mobilization	1	LS	144,000.00	144,000,00
1.3	Demobilization	1.	LS	16,500. W	16,500.00
1.4	General and Supplementary Conditions	1	LS	183,731.90	183,731.90
1.5	MOT	1	LS	26,400,00	26,400.00
1.6	Certified AutoCad As-built	1	LS	4343.35	4343.35
1.7	Surveyor	1	LS	5610.00	5610.00
2	Trench Excavation, Backfill and Storm Pipe				
2.1	24-inch PVC SDR 41 Storm Pipe				
2.1.1	4 to 6 Feet Deep	100	LF	281.64	28.163.97
2.1.2	6 to 8 Feet Deep	70	LF	299,97	28,163,97

	UNIT PRICE BID SCHEDULE				
Item No.	Description	Estimated Quantity	Unit	Bid Unit Price	Extended Bid Unit
2.2	30-inch PVC SDR 51 Storm Pipe				
2.2.1	4 to 6 Feet Deep	1,180	LF	326.33	385,069.01
2.2.2	6 to 8 Feet Deep	300	LF	344.66	103,398,90
2.2,3	8 to 10 Feet Deep	100	LF	454.66	45,466.30
2.3	24-inch CLDI Storm Pipe			,	
2.3.1	4 to 6 Feet Deep	55	LF	219.08	12,049,38
2.4	18-inch CPE Storm Pipe		<u> </u>		
2.4.1	4 to 6 Feet Deep	210	LF	137.23	28,818.23
2.5	24-inch CPE Storm Pipe			<u> </u>	
2.5.1	4 to 6 Feet Deep	100	LF	149.10	14,909.97
2.5.2	6 to 8 Feet Deep	70	LF	167.43	11,720.31
2.6	30-inch CPE Storm Pipe	.,,	_		
2.6.1	4 to 6 Feet Deep	20	LF	176.02	3520.39
2.6.2	6 to 8 Feet Deep	20	LF	194.35	3887.06
2.7	36-inch CPE Storm Pipe				- 40
2.7.1	4 to 6 Feet Deep	75	LF	220.25	16,518.73
3	Catch Basins, Inlets, and Manholes				7-3 71 0 2 7 3
3.1	Type J-8 MH	4	EA	4722.56	18,890.24
3.2	Inlet Type F	7	EA	3854.11	26,978,76
4	Pump Station with Diversion Structure and Vortex Unit	1	LS		1,798,023.00
5	Stormwater Wells				
5.1	Installation of Wells	2	EA	41,800.W	83,600.00
5.2	Wellhead Structure	2	EA	31,713.24	63,426.48
5.3	Well Testing	2	EA	4400.00	8800.00

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BID FORM 00 41 13 - 5 (REV. 1)

	UNIT PRICE BID SCHEDULE				
Item No.	Description	Estimated Quantity	Unit	Bid Unit Price	Extended Bid Unit
6	Dewatering	1	LS	23,000.00	25,000.ω
7	Florida Trench Safety Act Compliance	1	LS	4600,W	4600.00
8	Pavement				
8.1	Pavement Removal and Replacement	2500	SY	99.07	247,675,00
8.2	Pavement 70 Mils Thermoplastic Stripping	500	LF	5,50	2750.00
9	Concrete				
9.1	Sidewalk (4-inch depth)	7000	SF	8.84	61,880.00
9.2	Driveway (6-inch depth)	700	SF	8.54	5,975,20
9.3	FDOT Type F Curb, Mod (4") (Valley Gutter and Type D Included)	1700	LF	40.46	68,788.80
9.4	Water Meter Box Replacement	1	EA	280.90	280.90
10	Buried V-405 Valves				
10.1	24-inch Valve	1	EA	16,488.30	16,488.30
10.2	30-inch Valve	1	EA	26,792.90	26,992.90
11	2-inch Manual Air Release Assembly	3	EA	8392.94	25,178.82
12	Pipeline Abandonment	1	LS	1303.45	7303.45
13	Demolition	1	LS	5040.w	5040.00
14	Water Service Removal and Replacement	10	EA	1417.79	14,17,90
15	Sanitary Sewer Service Removal and Replacement	10	EA	1445.14	14,451.40
16	Emergency Generator with Concrete Platform	1	LS	299,056,0	-
17	Outfall Structure at Pond	1	LS	19,885,12	19,885,12
18	Soft Digs	20	EA	385.00	7700.10
	Total of All Extended Bid Unit Prices \$ 3.943,242.42				

Contingency Allowance			\$200,000.00
Building Permit Allowance			\$50,000.00
Key Energy Service Allowance			\$45,000.00
The Bidder agrees to accept as full pay herein specified and as shown on the D	ment for the Work proposed Prawings, the following Total	under this F Base Bid a	Project, as mount:
Four Million Twoffundred Thirt. (Amount write	Eight Thousand TwoHundrad. ten in words has precedence)	Forty Two	Dollars
and Forty Two Cents	· · · · · · · · · · · · · · · · · · ·	4,238,	242.42
	TOTAL BASE BID		8,242.42
SUBCONTRACTORS			
The Bidder further proposes that the fo awarded subcontracts for the following awarded the Contract:	llowing subcontracting firms portions of the Work in the e	or business vent that th	es will be e Bidder is
General Asphalt Name			
4850 NW 72nd Ave Street	Miani	PL	33(66 Zip
		State	Zip
Charley Toppino & Suns Name	Inc.	_	
Po Box 787	Key West	IL.	33041
Street	City ¹	State	Zip
Trio Development Name			
1701 NW 22nd Ct.	Pompano Beach	FL	33069
Street	City	State	Zip

Street

State

Name			
Street	City	State	Zip
	NOTUBLE CO GOYAL		
BLASOE HO	ver LLC	whose a	address is
1080 KITS BIV.	6 \$ 500 Troy City	State	18081 Zip
<u>Bidder</u>			
The name of the Didden sub-	material and the control of the cont		
CONTRACTIN	mitting this Bid is GIAU	doing	
	3 corporprovi	doing	business at
Street which is the address to which Contract shall be sent.	City hall communications concerned v	doing I State with this Bid and with	Zip
Street which is the address to which Contract shall be sent. The names of the principal of	3 COMPONDION STULLING MC. GLATS City	doing I State with this Bid and with	Zip
Street which is the address to which contract shall be sent. The names of the principal of partnership, or of all persons	City h all communications concerned voifficers of the corporation submitting interested in this Bid as principal	doing Ti State with this Bid and with ng this Bid, or of the sare as follows:	Zip
Street which is the address to which Contract shall be sent. The names of the principal of	City h all communications concerned voting interested in this Bid as principal entire the corporation submitting interested in this Bid as principal entire the corporation submitting interested in this Bid as principal entire the corporation submitting interested in this Bid as principal entire the corporation submitting interested in this Bid as principal entire the corporation submitting interested in this Bid as principal entire the corporation submitting interested in this Bid as principal entire the corporation submitting interested in this Bid as principal entire the corporation submitting interested in this Bid as principal entire the corporation submitting interested in this Bid as principal entire the corporation entire the corporation submitting interested in this Bid as principal entire the corporation e	doing Ti State with this Bid and with ng this Bid, or of the sare as follows:	Zip

If So	ole Proprietor or Partnership
IN WITNESS hereto the undersig	ned has set his (its) hand this day of 20
	Signature of Bidder
	Title
	If Corporation
IN WITNESS WHEREOF the undexecuted and its seal affixed by its 20 [].	dersigned corporation has caused this instrument to be study authorized officers this 23 day of Vovers
(SEAL)	GIOUNETTI CONTROTTINE
	Name of Corporation By:
	Title: Tresicat Attest:
	Secretary

END OF SECTION

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)
	: SS
COUNTY OF MONROE)

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

Sworn and subscribed before me this

<u>23_</u>day of <u>سیر</u>

NOTARY PUBLIC, State of Florida

at Large

NICHOLAS J. APOSTOL Notary Public, State of Michigan **County of Macomb**

My Commission Expires Jan. 5, 2012

My Commission Expires: Acting In the County of_

END OF SECTION

SWORN STATEMENT UNDER SECTION 287.133(3)(A) FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1.	This sworn statement is submitted with Bid or Proposal for George Street Stormwater Basin Improvements, City of Key West, Florida
2.	This sworn statement is submitted by 612000000000000000000000000000000000000
	whose business address is 43405,45 Dr Stothing Height
	and (if applicable) its Federal Employer
	Identification Number (FEIN) is 38-2477235
	(If the entity has no FEIN, include the Social Security Number of the individual signing this
	sworn statement
3.	My name is (please print name of individual signing)
	(please print name of individual signing)
	and my relationship to the entity named above is
4.	I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any bid or contract for goods or services to be provided to any public or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, material misrepresentation.
5.	I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication guilt, in any federal or state trial court of record relating to charges brought by indictment information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
5.	I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means
	1. A predecessor or successor of a person convicted of a public entity crime; or
	2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public

entity crime in Florida during the preceding 36 months shall be considered an affiliate.

- 1. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- 8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

There has been a proceeding concerning the conviction before a hearing of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

The person or affiliate has not been put on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

 $1 - 2 \le -11$

(date)

COUNTY OF MORONS

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

(name of individual signing) who, after first being sworn by me, affixed his/her

signature in the space provided above on this 23 of None

My commission expires:

NICHOLAS J. APOSTOL
Notary Public, State of Michigan
County of Macomb
My Commission Expires Jan. 5, 2012
Acting in the County of

NOTARY PUBLIC

PUBLIC ENTITY CRIMES 00 43 17 - 2

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CITY OF KEY WEST INDEMNIFICATION FORM

The Contractor shall indemnify and hold harmless the City of Key West, its officers, and employees, from liabilities, damages, losses and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of this agreement. Except as specifically provided herein, this agreement does not require Contractor to indemnify the City of Key West, its employees, officers, directors, or agents from any liability, damage, loss, claim, action or proceeding.

These indemnifications shall survive the term of this agreement. In the event that any action or proceeding is brought against the City of Key West by reason of such claim or demand, Contractor shall, upon written notice from the City of Key West, resist and defend such action or proceeding by counsel satisfactory to the City of Key West.

The indemnification provided above shall obligate Contractor to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at the City of Key West's option, any and all claims of liability and all suits and actions of every name and description covered above which may be brought against the City of Key West whether performed by Contractor, or persons employed or utilized by Contractor.

The Contractor's obligation under this provision shall not be limited in any way by the agreed upon Contract Price as shown in this agreement, or the Contractor's limit of or lack of sufficient insurance protection.

CONTRACTOR: GIQUNGTI WATROOT, LO	SEAL:	
C340 SIMS Dr STOrLING HCI: Address	3~75, M.	48313
RM M		
Signature		
Print Name		
Title		
DATE: 11-23-2011		

DATE:

CITY OF KEY WEST WELL DRILLER CERTIFICATION

I certify under penalty of law that this document and all attachments were prepared by me or under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based upon my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

I	•	_am a duly licensed Florida Water Wel	1		
Contractor whose contraction as required by Florida State control and physical superv	Statute 373 into a bu	nt and employees are properly structure isiness unit operating under my direct	ed		
Business Name;	Florida Wa	Florida Water Well Contractor License Number:			
Street Name and Number:		·			
City:	State:	Zip Code:			
Telephone:	Facsimile:				

I hereby certify that I am familiar with and agree to abide by all applicable local, state,

and federal regulations pertaining to repair, installation, and construction, of wells within the State of Florida for the duration of this contract: George Street Stormwater Basin Improvements for the City of Key West. I shall abide by the applicable regulations and where occasional conflicts may occur exist between the City's bid specifications and any and all applicable local, state, and federal, regulation(s) the pertinent applicable regulation(s) shall control. These include but are not limited to the following requirements:

- a. Chapter 62-528 UIC Well Regulations, Florida Administrative Code and water well construction standards.
- b. Chapter 62-531 Water Well Contractor Licensing Requirements
- c. Chapter62-532 Water Well Permitting and Construction Requirements
- d. ASTM C150 Specifications for Portland Cement
- e. AWWA A100 Standards for Water Wells.
- f. These include but are not limited to the following requirements:
 - Neat Cement to be from bottom of casing to top of casing (60 feet).

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WELL DRILLER CERTIFICATION 00 43 19 - 1

- Neat Cement to be completed in appropriate methods utilizing tremie pipe.
- No Additives may be used in the neat cement without the FDEP permission. Based on site conditions documented by geophysical logs.
- Maintenance of geophysical logs is required.
- g. Licensed Well Driller shall be on site at all times during well operations.
- h. Well driller to submit FDEP well completion report with SFWMD well completion report within 2 days of completion to FDEP.

Signature	Title	
Sworn and subscribed before me this, 20	day of	
NOTARY PUBLIC, State of Florida at Large		
My Commission Expires:		

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 (See reverse for public burden disclosure.)

a. contract b. grant c. cooperative agreement	a. bid/offer/application b. initial award c. post-award		a. initial filing b. material change For Material Change Only:
d. Ioan e. Ioan guarantee f. Ioan insurance			year quarter date of last report
4. Name and Address of Repor	ting Entity:	5. If Reporting	Entity in No. 4 is Subawardee,
□ □ □ Prime Subawardee	•	Enter Name and Addres	es of Prime
Tier	, if	and radics	is of Filme.
known:			
Congressional District, if know		Congression	al District, if known:
6. Federal Department/Agency:		7. Federal Prog	gram Name/Description:
		CFDA Numb	er, <i>if applicable:</i>
8. Federal Action Number, if known	own:	9. Award Amor	unt, if known:
		\$	

10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):
(attach Continuation Sheet(s)	SF-LLLA, if necessary)
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: Print Name: Title: Telephone No.: Date:
Federal Use Only:	Authorized for Local Reproduction Standard Form – LLL (Rev 7 – 97)

FORM DEP 55-221 (01/01)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

- Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
- 2. Identify the status of the covered Federal action.
- 3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by the reporting entity for this covered Federal action.
- Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
- If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
- 6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
- 7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

- 8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
- 9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
- 10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
 - (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
- 11. The certifying official shall sign and date the form, print his/her name, title and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

Form DEP 55-221 (01/01)

NON-COLLUSION DECLARATION AND COMPLIANCE WITH 49 CFR §29.

	ITEM/SEGMENT NO.: F.A.P. NO.: PARCEL NO.: COUNTY OF: BID LETTING OF:
1, RICKY LGDUNGTH	hereby
declare that I am (NAME)	of GIONNETTI CONTROCT is
Of STO-LING HEIGHTS MI	(FIRM)
and that I am the person responsible within my fi amount of this Bid on this State Project.	

I further declare that:

- 1. The prices(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition with any other contractor, bidder or potential bidder.
- 2. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to the bid opening.
- 3. No attempt has been made or will be made to solicit, cause or induce any other firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.
- 4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid.
- 5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit a complementary bid on this project.
- 6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary bid, or agreeing to do so, on this project.
- 7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this Declaration.

- 8. As required by Section 337.165, Florida Statutes, the firm has fully informed the Department of Transportation in writing of all convictions of the firm, its affiliates (as defined in Section 337.165(l)(a), Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract or for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees of the firm or affiliates who were convicted of contract crimes while in the employ of another company.
- 9. I certify that, except as noted below, neither my firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of Federal funds:
- (a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR §29.110(a), by any Federal department or agency;
- (b) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against him or her for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State or local government transaction or public contract; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- (c) is presently indicted for or otherwise criminally or civilly charged by a Federal, State or local governmental entity with commission of any of the offenses enumerated in paragraph 9(b) of this certification; and
- (d) has within a three-year period preceding this certification had one or more Federal, State or local government public transactions terminated for cause or default..
- 10. I(We), certify that I(We), shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract by any Federal Agency unless authorized by the Department.

Where I am unable to declare or certify as to any of the statements contained in the above stated paragraphs numbered (1) through (10), I have provided an explanation in the "Exceptions" portion below or by attached separate sheet.

EXCEPTIONS:

(Any exception listed above will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate to whom it applies, initiating agency and dates of agency action.

Providing false information may result in criminal prosecution and/or administrative sanctions.)

I declare under penalty of perjury that the foregoing is true and correct.

CONTRACTOR: Granneft; Contracting Corp

BY: Ricky L. G. D. Lett. President witness: Multiple Witness: Witness: Witness: Signature

Executed on this 23 day of weekler 2011

FAILURE TO FULLY COMPLETE AND EXECUTE THIS DOCUMENT MAY RESULT IN THE BID BEING DECLARED NONRESPONSIVE

FLORIDA TRENCH SAFETY ACT COMPLIANCE Trench Excavation Safety System and Shoring

CERTIFICATION

All excavation, trenching, and related sheeting, bracing, etc. on this project shall conform to the requirements of the Florida Trench Safety Act (90-96, CS/SB 2626), which incorporates by reference, OSHA's excavation safety standards, 29 CFR 1926.650 Subpart P including all subsequent revisions or updates to the these standards.

By submission of this bid and subsequent execution of this Contract, the undersigned certifies compliance with the above mentioned standards and further stipulates that all costs associated with this compliance are detailed below as well as included in their lump sum bid amount.

	Summary of Costs:				
	Trench Safety Measure	Units	Quantity	Unit Cost	Extended Cost
	ASIDE/Shier	Tt	2300	<u> </u>	4,000-
	В		 .	· · · · · ·	
	Signature 11-23-11 Date		· ·		
	STATE OF MICHINE	22			
	COUNTY OF MAC				
	PERSONALLY APPEAREI	BEFORE M	E, the undersigne	d authority,	
Rica	Space,	_, who, after f	irst being sworn b	y me affixed his	/her signature in the
	provided above on the 2-3	day of NO	VC150 ,2	20 <u>/1</u> .	
	Notary Public >	 Notary Publ 	AS J. APOSTOL lic, State of Michig ity of Macomb	an	(Seal)
		My Commiss	ion Expires Jan. 5, inty of	2012	
	427475			EI ODIDA	TRENCH CARRY

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FLORIDA TRENCH SAFETY ACT COMPLIANCE 00 44 03 - 1

SUSPENSION AND DEBARMENT CERCIFICATION

CHREIFICATION RECOMENSES DEBOSES OF A SPECIMENCE GIBILITY NO DOLLNEARY ENGINEERS OF A SPECIMEN PROPERTIES.

18 VINACTIONS

a long undersegond hereby certifies that is offer at a prints posterpals is presently debarred, suspended, proposed for debarment, deceased inclipable, or voluntarily excluded from participation in this translation by any findmal department or agency.

if the matersioned also contine that it and its print pals:

- cal Have not within a three-seat period proceding the secretic stree-been concented **of or** 3 at a civil pulgment re**ndered**.
- greest them for commission of trial or a crame diotense in commettee; with obtaining, attempting to obtain or performing a public rhederal. State or local) transaction or centract under a public triusaction, violation of hederal or State and strust statutes or commission of embezzionent, theft, forgery, bribery, talsification or destruction of tecords, making false statements, or receiving stolen property.
- (b) Are not presently indicted for or otherwise criminally or ceality charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2 (a) of this Certification; and
- (c) Have not within a three year period preceding this certification had one or more public transactions (f) dotal. State or local) terminated for cause or default.

Where the endersign shis anable to cartify to any of the statements in this certification, as expanation shall be as a hed to this pertification.

Date of these day of, 20
By
Authorized Statisture/Contractor
RKKY L C. Dres ett. V
GIDNILLTI CONTRACTINO
Contractor's Firm_Name
<u>(340 5/MS DC</u>
Street Address
STURING HELDATS MI 48313
Na Marie Suite Number
954 972-8104
City State / pry inde
Area Code/Telephone Number

427475

00 44 04

GIANNETTI CONTRACTING CORPORATION PENDING AND CURRENT PROJECTS

UAZ 307 & 315 WATER & SEWER IMPROVEMENTS \$5,674,404.00

BROWARD COUNTY

17,000 LF OF 8"- 12" GRAVITY SEWER, 340 SEWER LATERALS, 20,000 LF OF 6" - 12" WATER MAIN, 290 WATER SERVICES, ABANDON OF 22,000 LF OF EXISTING WATER MAIN, PROPOSED LIFT STATION, REPLACEMENT PF PUMPS @ EXISTING LIFT STATIONS, 2000 LF OF FORCEMAIN, ROADWAY EXCAVATION AND REPLACEMENT OF BASE AND ASPHALT APPROXIMATELY 49,000 SY

99% COMPLETED AS OF NOVEMBER 1, 2011

BROADVIEW PARK BID PACK # 3 NEIGHBORHOOD IMPROVEMENT PROJECTS \$13,319,000.00

BROWARD COUNTY

45,000 LF OF SANITARY SEWER, 1032 SEWER LATERALS, 20,000 LF OF STORM SEWER AND EXFILTRATION TRENCH. 6200 LF OF FORCE MAIN. LIFT STATION. EXCAVATION AND REPLACEMENT OF 150,000 SY OF ROADWAYS. SIDEWALKS DRIVEWAYS, CURBS AND GUTTERS.

90% COMPLETED AS OF 8-1-11
ESTIMATED COMPLETION NOVEMBER 1, 2011

UAZ 308 WATER & SEWER IMPROVEMENTS \$6,488,392.00

BROWARD COUNTY

16,500 LF OF SANITARY SEWER, 340 SEWER LATERALS, 19,800 FEET OF WATERMAIN
1300 LF OF FORCE MAIN. LIFT STATION. EXCAVATION AND REPLACEMENT OF 65,000 SY OF ROADWAYS. SIDEWALKS DRIVEWAYS, CURBS AND GUTTERS.

60% COMPLETED AS OF NOVEMBER 1, 2011 ESTIMATED COMPLETION MAY 2012

NORTH COUNTY NEIGHBORHOOD IMPROVEMENT PROJECT BID PACK #11 \$17,700,000.00

BROWARD COUNTY

49,000 OF WATERMAIN, 45,000 LF OF RECLAIMED WATERMAIN, 29,350 LF OF RCP STORM SEWER WITH EXFILTRATION TRENCHES, 44,870 LF OF SANUTARY SEWER UP TO 16' DEPTHS, 1630 LF OF FORCEMAIN, 750 SEWER LATERALS WITH PRIVATE SIDE SEWER TO HOMES, 780 WATER SERVICES INCLUDING PRIVATE PROPERTY SIDE & CONNECTION TO EX HOME. 124,000 SY OF ROADWAY REPLACEMENT, 33,000 SY OF DRIVEWAY REPLACEMENT, 40,000 SY OF SIDEWALK REPLACEMENT AND 122,000 SY OF SOD AND SWALE RESTORATION

PROJECT START DATE OCTOBER 15, 2011 ESTIMATED COMPLETION OCTOBER 2014

GIANNETTI CONTRACTING CORPORATION EQUIPMENT LIST 2008

CAT 375 L EXCAVATOR
CAT 330 L EXCAVATOR
KOMATSU PC-400 EXCAVATOR
KOMATSU PC-200 LC5 EXCAVATOR

KOMATSU PC-200-6B EXCAVATOR NSLEY 800 EXCAVATOR SAT IT-28 LOADER WITH BROOM & FORKS

ÇAT 930 LOADER

SAT 936 LOADER SAT 938 LOADER

SAT 950 B LOADER

CAT 966 LOADER

KOMATSU WA-250 LOADER

COMATSU D-21P DOZER

CAT D-5 XLHST DOZER

COMATSU D61PX-12 DOZER

SRESSER TD12C DOZER

DRESSER 850 GRADER

CASE 580K 4 X 4 COMB. BACKHOE COMATSU WB-150 COMB. BACKHOE

CAT 416 COMB. BACKHOE

CAT D-250 ARTICULATED TRUCK FORD BROOM TRACTOR

AYMOR SWEEPER

FORD F-1700 TRACTOR

INGERSOLL RAND SD-40D ROLLER HAMM 2420 ROLLER 10" ATLANTIC WELLPOINT PUMP 10" SUCTION HEADER 20' LENGTHS 10" DISCHARGE 20' LENGTHS

4" JET PUMP DIESEL RICHMOND 30" BORING MACHINE

AMERICAN 60" BORING MACHINE 6" - 60" AUGERS VARIOUS SIZES ARROW CONCRETE BREAKER

DIAL A GRADE PIPE LASER DEUTZ SOLAR ARROW BOARD

TRAFFIC SIGNS

BARRICADES CORRALS

6" HYDRAUILC PUMP

3" ELECTRIC PUMP 3" TRASH PUMP 2" ELECTRIC PUMP

2" TRASH PUMP 2000 GALLON WATER TANKER

PETERBUILT TRACTOR FREHAUF DUMP TRAILER

TALBERT LOWBOY TRAILER DIAMOND RIO BOOM TRUCK

WMC TRAILER 10 TON DIESEL PICKUP TRUCK

CUT OFF SAW TRENCH BOX 24' X 8'

MATTS

STEEL PLATES GENERAC GT-45 GENERATOR

JACK HAMMER

AIR COMPRESSOR MORBARK 2400 CHIPPER



Florida Department of Transportation

RICK SCOTT GOVERNOR 605 Suwannee Street Tallahassee, FL 32399-0450 OFFICE OF THE SECRETARY

March 24, 2011

GIANNETTI CONTRACTING CORPORATION 6340 SIMS DRIVE STERLING HEIGHTS MI 48313

RE: CERTIFICATE OF QUALIFICATION

Dear Sir/Madam:

The Department of Transportation has qualified your company for the amount and the type of work indicated below. Unless your company is notified otherwise, this rating will expire 5/30/2012. However, the new application is due 3/31/2012.

In accordance with S.337.14 (1) F.S. your next application <u>must be</u> filed within (4) months of the ending date of the applicant's audited annual financial statements and, if applicable, the audited interim financial statements. Section 337.14 (4) F.S. provides that your certificate will be valid for 18 months after your financial statement date. This gives a two month period to allow you to bid on jobs as we process your new application for qualification. To remain qualified with the Department, a new application must be submitted subsequent to any significant change in the financial position or the structure of your firm as described in Section 14-22.005(3), Florida Administrative Code.

Your company's maximum capacity rating has been established. To access it, please log into the Contractor Prequalification Application System via the following link:

https://www3.dot.state.fl.us/ContractorPreQualification/

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

FDOT APPROVED WORK CLASSES: DRAINAGE, FLEXIBLE PAVING, GRADING

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FDOT APPROVED SPECIALITY CLASSES OF WORK: WATER MAINS, SEWER

GIANNETTI CONTRACTING CORPORATION March 24, 2011 Page two

You may apply, in writing, for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code. Please be advised if certification in additional classes of work is desired, documentation is needed to show that your company has done such work with your own forces and equipment or that experience was gained with another contractor and that you have the necessary equipment for each additional class of work requested.

Sincerely,

Juanita Moore, Manager Contracts Administration Office

JM:cj

GIANNETTI CONTRACTING CORPORATION FINANCIAL STATEMENTS AND SUPPLEMENTARY INFORMATION Years Ended November 30, 2010 and 2009

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INDEPENDENT AUDITORS' REPORT

To the Board of Directors of Giannetti Contracting Corporation Sterling Heights, Michigan

We have audited the accompanying balance sheets of Giannetti Contracting Corporation, a Michigan corporation, as of November 30, 2010 and 2009, and the related statements of operations, retained earnings and cash flows for the years then ended. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly in all material respects, the financial position of Giannetti Contracting Corporation, as of November 30, 2010 and 2009, and the results of its operations and its cash flows for the years then ended in conformity with accounting principles generally accepted in the United State of America.

IANNUZZI : MANETTA & COMPANY, P.C.

Homony Himselton in import 13

February 15, 2011

GIANNETTI CONTRACTING CORPORATION BALANCE SHEETS November 30, 2010 and 2009

	2010	2009
ASSETS		
CURRENT ASSETS		
Cash	\$ 347,446	\$ 287,601
Accounts receivable	, ,	
Trade	3,229,723	2,902,403
Retained	554,981	569,679
. Unbilled		311,552
Other	15,513	49,182
Inventory	154,000	823,713
Inventory of unapproved change orders		508,276
Costs and estimated earnings in excess of billings		86,145
Prepaid expenses	43,849	
Prepaid income taxes	4,144	<u>4,816</u>
Total Current Assets	4,349,656	5,543,367
FIXED ASSETS		
Machinery and equipment	2,818,241	2,707,335
Transportation equipment	790,605	744,102
Office equipment	34,461	31,180
Leasehold improvements	7,226	7,226
Total	3,650,533	3,489,843
Less: Accumulated depreciation	2,640,064	2,386,076
Net Fixed Assets	1,010,469	1,103,767
OTHER ASSET	•	
Federal tax deposit	_ 20,513	15,678
r ddorai tax ddpoait	20,313	13,078
TOTAL AGOSTO		
TOTAL ASSETS	<u>\$5,380,638</u>	<u>\$6,662,812</u>

	2010	2009
LIABILITIES AND STOCKHOLDERS' EC	NUITY	
CURRENT LIABILITIES State and federal payroll taxes Current maturities of long-term debt Accounts payable Customer deposits Billings in excess of costs and estimated earnings Accrued expenses Distributions payable	\$ 5,448 217,852 1,231,191 707,643 151,374	\$ 4,689 250,635 1,309,563 418,235 425,259 270,188
Total Current Liabilities	2,313,508	2,678,569
LONG-TERM DEBT, less current maturities	31,464	175,043
TOTAL LIABILITIES	2,344,972	2,853,612
STOCKHOLDERS' EQUITY Capital stock - Authorized 50,000 common shares at \$1 par value. Issued and outstanding 25,500 shares. Additional paid-in capital Retained earnings	25,500 57,000 <u>2,953,166</u>	25,500 57,000 <u>3,726,700</u>
TOTAL STOCKHOLDERS' EQUITY	3,035,666	3,809,200
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	<u>\$5,380,638</u>	<u>\$6,662,812</u>

GIANNETTI CONTRACTING CORPORATION STATEMENTS OF OPERATIONS Years Ended November 30, 2010 and 2009

	2010	2009
REVENUES	\$8,872,104	\$9,655,450
COST OF REVENUES	8,035,187	7,768,548
GROSS PROFIT	836,917	1,886,902
GENERAL AND ADMINISTRATIVE EXPENSES	936,830	<u>963,058</u> .
NET OPERATING INCOME (LOSS)	(<u>99,913</u>)	923,844
OTHER INCOME AND EXPENSE Interest income Interest expense Loss on disposition of fixed assets Total Other Income and Expense	1,293 (31,124) ————————————————————————————————————	17,328 (28,437) (39,052) (50,161)
NET INCOME (LOSS) BEFORE INCOME TAXES	(129,744)	873,683
INCOME TAXES	672	(1,488)
NET INCOME (LOSS)	(<u>\$ 130,416</u>)	<u>\$ 875,171</u>

GIANNETTI CONTRACTING CORPORATION STATEMENTS OF RETAINED EARNINGS Years Ended November 30, 2010 and 2009

	2010	2009
BALANCE, DECEMBER 1,	\$3,726,700	\$3,718,054
Net income (loss)	(130,416)	875,171
	•	
Distributions	(<u>643,118</u>)	(866,525)
BALANCE, NOVEMBER 30,	<u>\$2,953,166</u>	\$3,726,700

30

GIANNETTI CONTRACTING CORPORATION STATEMENTS OF CASH FLOWS Years Ended November 30, 2010 and 2009

	2010	2009
CASH FLOWS FROM OPERATING ACTIVITIES		
Net income (loss)	(\$ 130,416)	\$ 875,171
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation	253,988	268,462
Loss on disposition of fixed assets		39,052
(Increase) decrease in assets:		00,002
Accounts receivable	32,599	(157,850)
Costs and estimated earnings in excess of billings	86,145	(86,145)
Inventory	1,177,989	(1,331,989)
Prepaid expenses	(43,177)	7,293
Increase (decrease) in liabilities:	•	·
State and federal payroll taxes	759	(2,084)
Accounts payable	(197,186)	188,002
Customer deposits	(418,235)	418,235
Billings in excess of costs and estimated earnings	. 707,643	(113,497)
Accrued expenses	(<u>425,259</u>)	405,259
Net cash provided by operating activities	<u>1,044,850</u>	509,909
CASH FLOWS FROM INVESTING ACTIVITIES		
Capital expenditures	/ '05'400	/ 440.000
Net activity on loan to stockholder	(65,129)	(119,390)
Proceeds from disposition of fixed assets		3,727
Federal tax deposits	 / 4 00EV	39,800
· · · · · · · · · · · · · · · · · · ·	(4,835)	(7,149)
Net cash used by investing activities	(<u>69,964</u>)	(83,012)
CASH FLOWS FROM FINANCING ACTIVITIES		
Principal payments on long-term debt	/ 271 022)	/ 045 405)
Distributions	(271,923) (643,118)	(245,435)
	(043,110)	(<u>27,100</u>)
Net cash used by financing activities	(<u>915,041</u>)	(272,535)
NET INCREASE IN CASH	59,845	154,362
CASH, DECEMBER 1,	287,601	133,239
CASH, NOVEMBER 30,	\$ 347,446	<u>\$ 287,601</u>

NOTE 1: DESCRIPTION OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The Company is primarily engaged in the installation of underground sewer and water supply systems in Southeast Michigan and Florida.

The following is a summary of the Company's significant accounting policies:

Revenue Recognition

The Company records revenue on construction contracts by the percentage of completion method. The percentage of completion is determined by the ratio of costs incurred to estimates of total costs to be incurred. Losses on contracts are provided for in their entirety when estimates indicate that a loss will be incurred. Changes in job performance, job conditions, and estimated profitability may result in revisions to costs and income, which are recognized in the period in which the revisions are determined. A contract is considered complete when all costs except insignificant items have been incurred or when the work performed under the contract has received final acceptance from the owner. Because of the inherent uncertainties in estimating costs and revenues, it is reasonably possible that the estimates used will change within the near term.

Concentration of Risk

The Company maintains their cash balances in a single financial institution. The balances, at times, may exceed federally insured limits.

Accounts Receivable

The Company considers accounts receivable to be fully collectible based on prior experience of collections; accordingly, no allowance for doubtful accounts has been provided.

Fixed Assets

Machinery, transportation equipment, office equipment and leasehold improvements are recorded at cost and are depreciated using the straight-line method over the following estimated useful lives:

	Years
Machinery and equipment	5 - 10
Transportation equipment	5
Office equipment	5
Leasehold improvements	5

NOTE 1: DESCRIPTION OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - Continued

Fixed Assets - Continued

Maintenance, repairs and renewals, including replacement of minor items to physical properties, are charged to income; major additions to physical properties are capitalized.

Depreciation expense was \$253,988 and \$268,462 for the years ended November 30, 2010 and 2009, respectively.

Inventory

Inventory consists of material and expenses incurred for specific contract which have not been installed as of the date of the financial statements. Inventory is valued at actual cost.

Income Taxes

The Company has elected by unanimous consent of its stockholders to be taxed as an "S" Corporation under provisions of the Internal Revenue Code. Under those provisions, the Company does not pay federal corporate income taxes on its taxable income. Instead, the stockholders are liable for individual federal income taxes on their respective shares of the Company's taxable income.

The Company has adopted accounting rules that prescribe when to recognize and how to measure the financial statement effects of income tax positions taken or expected to be taken on its income tax returns. These rules require management to evaluate the likelihood that, upon examination by relevant taxing jurisdictions, those income tax positions would be sustained. Based on that evaluation, the Company only recognizes the maximum benefit of each income tax position that is more than 50% likely of being sustained. To the extent that all or a portion of the benefits of an income tax position are not recognized, a liability would be recognized for the unrecognized benefits, along with any interest and penalties that would result from disallowance of the position. Should any such penalties and interest be incurred, they would be recognized as operating expenses.

Based on the results of management's evaluation, adoption of the rules did not have a material effect on the accompanying financial statements. Consequently, no liability is recognized in the accompanying balance sheets for unrecognized income tax positions. Further, no interest or penalties have been accrued or charged to expense as of November 30, 2010, or for the year then ended. With limited exceptions, the Company is no longer subject to federal tax audits for years prior to 2007 and state tax audits for years prior to 2006.

Customer Deposits

Customer deposits consist of billing on contracts that were not substantially started as of the date of the financial statements.

NOTE 1: DESCRIPTION OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - Continued

Cash Flows

For purposes of the Statements of Cash Flows, the Company considers all highly liquid debt instruments purchased with a maturity of three months or less to be cash equivalents.

Subsequent Events

Management has evaluated subsequent events through February 15, 2011, the date on which the financial statements were available to be issued.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Reclassification

Certain 2009 balances have been reclassified to conform to 2010 presentation.

NOTE 2: NOTES PAYABLE

NO. LO PARABLE	2010	2009	
Long-term debt:			
Note payable to Ford Motor Credit, payable in monthly installments of \$476, including interest at 3.0%, final payment due July, 2011, secured by a vehicle with a cost of \$15,562.	\$ 13,728	\$	
Note payable to Ford Motor Credit, payable in monthly installments of \$681, including interest at 1.9%, final payment made April, 2010, secured by a vehicle with a cost of \$36,278.		3,390	
Note payable to Caterpillar Financial, payable in monthly installments of \$1,245, including interest at .94%, final payment made July, 2010, secured by equipment with a cost of \$44,173.	, : ,	8,687	

NOTE 2: NOTES PAYABLE - Continued

		2010	2009
Note payable to Ford Motor Credit monthly installments of \$577, includinterest at 6.0%, final payment due secured by a vehicle with a cost of \$3	ling imputed May, 2012,	9,602	15,746
Note payable to Wells Fargo Equipments payable in monthly installments including interest at 4.0%, final payable, 2011, secured by equipment w \$39,128.	of \$1,699, ayment due	13,391	32,822
Note payable to Caterpillar Financial monthly installments of \$2,879, include at 3.15%, final payment due Decer secured by equipment with a cost of \$2.000.	ding interest mber, 2011;	33,971	66,890
Note payable to Chase Auto Financia monthly installments of \$571, included to 5.59%, final payment due Massecured by a vehicle with a cost of \$3	ling interest arch. 2013.	13,964	19,861
Note payable to Komatsu Financial, monthly installments of \$2,689, included 6.0%, final payment due July, 20 by equipment with a cost of \$91,337.	ding interest	21,039	48,631
Note payable to Komatsu Financial, monthly installments of \$2,175, included 6.0%, final payment due July, 20 by equipment with a cost of \$73,743.	ding interest	17,018	39,337
Note payable to Komatsu Financial, monthly installments of \$7,002, include at 6.0%, final payment due June, 20 by equipment with a cost of \$231,540.	ling interest	48,046	120,238
Note payable to TCF Bank, payable installments of \$1,836, including interestinal payment due June, 2011, see vehicle with a cost of \$90,824.	est at 5.5%.	9,055°.	29,960
Note payable to TCF Bank, payable installments of \$1,995, including 4.75%, final payment due August, 20 by a vehicle with a cost of \$81,124.	interest at	47.000	10.1.5
-, = 12.11.00 π, α 000ε οι ψο 1, 124,		17,600	40,116

NOTE 2:	NOTES PAYABLE - Continued
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	2010	2009
Note payable to TCF Bank, payable in monthly installments of \$2,863, including interest at 5.5%, final payment due January, 2012, secured by		
equipment with a cost of \$115,482.	51,902	
Total	249,316	425,678
Less: Current maturities of long-term debt	217,852	250,635
Long-term debt	<u>\$ 31,464</u>	<u>\$ 175,043</u>
Annual maturities of long-term debt are as follows:		
Year Ending November 30,		
2011	\$ 217,852	
2012	29,204	
2013	2,260	
Total	<u>\$ 249,316</u>	

NOTE 3: UNUSED FINANCING COMMITMENT

At November 30, 2010, the Company has a \$500,000 unused equipment line of credit and a \$500,000 unused working capital line of credit with TCF Bank to be drawn upon as needed, with interest at the prime rate less .5%, not to go below 4.25%. The lines of credit are secured by substantially all the assets of the Company and the personal guarantee of a stockholder.

NOTE 4: COSTS AND ESTIMATED EARNINGS ON UNCOMPLETED CONTRACTS

	2010	2009
Costs incurred on uncompleted contracts	\$6,871,255	\$2,132,230
Estimated earnings (loss)	334,676	(56,289)
Total	7,205,931	2,075,941
Less: Billings	7,913,574	1,989,796
Total	(<u>\$ 707,643</u>)	<u>\$ 86,145</u>

NOTE 4: COSTS AND ESTIMATED EARNINGS ON UNCOMPLETED CONTRACTS

	2010		2009	
Included in the accompanying balance sheets as follows:				•
Costs and estimated earnings in excess of billings	\$		\$	86,145
Billings in excess of costs and estimated earnings	(70)7 <u>,643</u>)		
Total	(<u>\$ 70</u>	<u> </u>	<u>\$</u>	<u>86,145</u>

NOTE 5: MAJOR CUSTOMERS

Revenues with one customer represented 81% of total revenues for the year ended November 30, 2010.

Accounts receivable with two customers represented 96% of the total accounts receivable as of November 30, 2010.

NOTE 6: EMPLOYEE BENEFIT PLAN

The Company maintains individual retirement accounts for eligible employees. The Company's contributions to the Plan are 100% of the employee's contribution, not to exceed 3%. The total contributions were \$5,731 for the year ended November 30, 2009.

NOTE 7: RELATED PARTY TRANSACTIONS

The Company is engage in transactions with related entities. The following is a summary of transaction with those entities for the years ended November 30, 2010 and 2009:

Subcontract	2010	2009
DBF Construction Company, LLC MG Contracting, LLC	\$ 89,435 <u>63,864</u>	\$
Total	<u>\$ 153,299</u>	<u>\$</u>
Housing Expense Giannetti Contracting of Florida	<u>\$ 35,412</u>	<u>\$</u>

Included in accounts payable are amount due in the normal course of business to DBF Construction Company, LLC. The payable balance is \$26,778 as of November 30, 2010.

NOTE 8: BACKLOG

The following schedule summarizes changes in backlog on contracts during the year ended November 30, 2010. Backlog represents the amount of revenue the Company expects to realize from work to be performed on uncompleted contracts in progress at year end and from contractual agreements on which work has not yet begun.

Balance, December 1, 2009 New contracts during the year	\$ 521,655 19,255,832
Contract adjustments	<u>933</u> ,031
Less: Revenue earned during the year	20,710,518 8,872,104
Balance, November 30, 2010	<u>\$11,838,414</u>

The Company also entered into additional contracts with estimated revenues of \$1,784,000 through February 15, 2011.

NOTE 9: COSTS INCURRED ON UNAPPROVED CHARGE ORDERS

For the year ended November 30, 2009, the Company has incurred costs on unapproved charge orders totaling \$508,276. This amount represents contract costs incurred on charge orders that are yet to be approved by the owners of the corresponding construction project where the costs were incurred.

NOTE 10: INCOME TAXES

The current provision for state income taxes is \$672 and (\$1,488) for the years ended November 31, 2010 and 2009, respectively.

NOTE 11: SUPPLEMENTAL INFORMATION TO STATEMENTS OF CASH FLOWS

The Company paid cash for interest of \$31,124 and 28,437 for the years ended November 30, 2010 and 2009, respectively.

Non-cash Investing and Financing Activities

The Company financed the purchase of fixed assets of \$95,562 and \$39,128 during the years ended November 30, 2010 and 2009, respectively.

NOTE 11: SUPPLEMENTAL INFORMATION TO STATEMENTS OF CASH FLOWS - Continued

The Company incurred distributions payables of \$270,188 during the year ended November 30, 2009.

The Company distributed accounts receivable - related party to a stockholder for \$567,670 during the year ended November 30, 2009.

SUPPLEMENTARY INFORMATION

IANNUZZI MANETTA © COMPANY"

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INDEPENDENT AUDITORS' REPORT ON SUPPLEMENTARY INFORMATION

To the Board of Directors of Giannetti Contracting Corporation Sterling Heights, Michigan

Our report on our audit of the basic financial statements of Giannetti Contracting Corporation for the year ended November 30, 2010 and 2009 appears on page 3. That audit was made for the purpose of forming an opinion on the basic financial statements taken as a whole. The supplementary information is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and, in our opinion, is fairly stated in all material respects in relation to the basic financial statements taken as a whole.

IANNUZZI * MANETTA & COMPANY, P.C.

Edming Monetta or Company 12

February 15, 2011

GIANNETTI CONTRACTING CORPORATION DUE ON CONTRACTS November 30, 2010

	Billings on Completed Contracts	Billings on Uncompleted Contracts	Contract Retention	Billings Currently Due
The Fodale Group 16 Mile Warehouse TDS Water and Storm	\$ 108,000 32,000	·	 69	\$ 108,000 32,000
City of Miami N. Bayshore Drainage Improvements	483,073		75,322	407,751
Board of Commissioners Broward County UA2 315/307 Broadview Park NIP BP #3 West Region	11	784,684 2,363,908	243,726 235,933	540,958 2,127,975
Miscellaneous and small jobs	13,039	-		13,039
TOTAL DUE ON CONTRACTS	\$ 636,112	\$3,148,592	\$ 554,981	\$3,229,723

GIANNETTI CONTRACTING CORPORATION CONTRACTS IN PROGRESS November 30, 2010

	Board of Commissio UAZ 315/307	Board of Commissioners Broward County UAZ Broadview Park NIP 315/307 BP #3 West Region	Total
TOTAL CONTRACT AMOUNT	\$5,949,973	\$13,094,372	\$19,044,345
Estimated contract costs	5,781,742	11,914,472	17,696,214
ESTIMATED CONTRACT PROFIT	168,231	1,179,900	1,348,131
Cost incurred to November 30, 2010	4,944,533	1,926,722	6,871,255
Gross profit earned to November 30, 2010	143,871	190,805	334,676
TOTAL COSTS AND PROFIT EARNED TO NOVEMBER 30, 2010	5,088,404	2,117,527	7,205,931
Progress billings to November 30, 2010	5,089,578	2,823,996	7,913,574
BILLINGS IN EXCESS OF COSTS AND ESTIMATED EARNINGS	\$ 1.174	\$ 706,469	\$ 707,643

GIANNETTI CONTRACTING CORPORATION REVENUES, COST OF REVENUES AND GROSS PROFIT

	Year En	Year Ended November 30, 2010	r 30, 2010	From Ince	From Inception to November 30, 2010	nber 30 2010
	Revenues	Cost of Revenues	Gross Profit	Revenues	Cost of Revenues	Gross Profit (Loss)
City of Miami N. Bayshore Drainage Improvements	\$ 630,789	\$ 616,854	\$ 13,935	\$ 1,506,429	\$ 1,608,667	(\$ 102,238)
City of Fort Lauderdale Davie Boulevard 54" Forcemain	823,897	534,647	289,250	2,024,198	1,675,064	349,134
Board of Commissioners Broward County UAZ 315/307 Broadview Park NIP BP #3 West Region	5,088,404 2,117,527	4,944,533	143,871 190,805	5,088,404 2,117,527	4,944,533	143,871 190,805
Miscellaneous small jobs	211,487	12,431	199,056	211,487	12,431	199,056
TOTAL REVENUES, COST OF REVENUES AND GROSS PROFIT	\$8,872,104	\$8,035,187	\$ 836,917	\$10,948,045	\$10,167,417	\$ 780,628

GIANNETTI CONTRACTING CORPORATION COST OF REVENUES Years Ended November 30, 2010 and 2009

	2010	2009
Depreciation	\$ 249,737	\$ 260,182
Direct labor	1,348,795	1,058,892
Equipment rental	121,261	64,652
Equipment transportation costs	65,422	70,712
Gas and oil	376,806	196,789
Housing expense	104,474	211,721
Insurance	414,777	291,912
Materials	2,824,294	3,408,602
Officers' salaries	97,600	109,246
Plans and permits	353,511	31,051
Repairs and maintenance	326,626	184,760
Shop supplies	39,631	52,217
Subcontract	2,087,517	1,709,576
Taxes - Payroll	145,586	95,510
Yard wages	54,150	22,726
Reimbursed expenses	(575,000)	
TOTAL COST OF REVENUES	<u>\$8,035,187</u>	<u>\$7,768,548</u>

GIANNETTI CONTRACTING CORPORATION GENERAL AND ADMINISTRATIVE EXPENSES Years Ended November 30, 2010 and 2009

	2010	2009
Automobile Bad debt expense	\$ 10,786 142,353	\$ 11,336
Commission Contributions	-1,175	2,786 1,732
Depreciation Dues and subscriptions	4,251 8,155	8,280 10,067
Employee benefit plan Gas and oil	19,443	5,7 <u>31</u> 16,863
Insurance Licenses	91,234 21,019	59,548 9,032
Office expense Office salaries	59,321 41,510	62,385 147,207
Officers' salaries Professional fees	298,007 95,508	349,106 90,071
Rent Taxes - General	4,149 18,923	4,466 17,905
Taxes - Payroll Telephone	26,285 26,533	37,915 36,452
Travel and entertainment Utilities	49,221 18,957	71,969 20,207
TOTAL GENERAL AND ADMINISTRATIVE EXPENSES	\$ <u>936,830</u>	<u>\$ 963,058</u>

Experience and Qualifications of Key Individuals:

Nick Apostol: Vice President. Over 20 years of construction experience including: laborer, superintendent, estimator and project manager. Currently holds a Residential Builders License in Michigan. Currently manages several underground and grading projects.

Is certified by FDOT & American traffic safety services association, as a worksite traffic safety supervisor & traffic control technician.

Richie Gibbs: Project Superintendent & Project Manager. 15 years of experience including: laboring foreman, pipe layer, operator, & superintendent, currently supervising several crews.

Is certified by FDOT & American traffic safety services association, as a worksite traffic safety supervisor & traffic control technician.

Anthony Donofrio. Project Superintendent. Over 25 years of construction experience including a Master Plumber, has worked in virtually all phases of underground and general trades construction.

Ricky L Giannetti. President & Project Manager. 15 years of experience includes laboring, estimating, project management, & previous ownership. Currently holds State of Florida contractors license in underground utility and excavation, commercial builder, & a general contractor.

Is certified by FDOT & American traffic safety services association, as a worksite traffic safety supervisor & traffic control technician.

GIANNETTI CONTRACTING CORPORATION PROJECT REFERENCES

FLORIDA KEYS AQUEDUCT AUTHORITY

12,500,000.00

()

RAY SHIMOKUBO (305) 296-2454

INSTALLATION OF 38,000 LF OF 8" GRAVITY SEWER WITH 400 SEWER LATERLAS, 11,000 LF OF LOW PRESSURE FORCE BIG COPPITT WASTEWATER SEWER COLLECTION SYSTEM ROCKLAND KEY, ROCKLAND GULF, & GEIGLER KEY MAIN 2" - 8", SANITARY LIFT STATIONS 7 EACH, 24,000 LF OF 4" - 8" WATERMAIN, 36,000 LF OF 4" - 8" REUSE WATERMAIN AND 730 WATER & RECLAIM WATER SERVICES.

CAPITAL IMPROVEMENTS PROGRAM LARRY BOWER (954) 520-1713 CITY OF FORT LAUDERDALE

DAVIE BLVD 54" FORCE MAIN EXTENSION

INSTALLATION OF 600 LF OF 54" FORCEMAIN, 140 LF OF 48" FORCEMAIN, 240 LF OF 36" FORCEMAIN, & 640 LF OF 16" FORCEMAIN. TAPPING SLEEVE AND VALVE CONNECTIONS FROM 16" TO 54", SHEET PILING, AND PAVEMENT RESTORATION INCLUDING OVERLAY.

COMPLETED11-1-09

CITY OF MIAMI

NORTH BAYSHORE DR IMPROVEMENTS

STORM SEWER REPLACEMENT WITH DRAINAGE WELLS, EXCAVATION AND EMBANKMENT, CONCRETE CURBS AND GUTTERS, SIDEWALKS, ASPHALT ROADWAY REPLACEMENT, LANDSCAPING @ NORTH BAYSHORE DR APPROXIMATLEY 3,000 FEET OF ROADWAY & UTILITIES ASSOPCIATED WITH.

\$1,672,000.00

\$1,257,935.00

DEPARTMENT OF VETERANS ADMINISTRATION

9,800,000.00

FRANK ROMANIA (248) 396-8635

GREAT LAKES NATIONAL CEMETERY PHASE 1

10' X 10' BOX CULVERT INSTALLATION, CONSTRUCTION OF THE FOLLOWING BUILDINGS: PUMP HOUSE, WITH CURB AND GUTTER & SIDEWALKS, INSTALLATION OF 5,200 CRYPTS, 10" - 24" STORM SEWER, SITE BALANCING, MASS GRADING, & EXCAVATION FOR 30 ACRES, ONE MILE OF NEW ROADWAYS PUBLIC INFORMATION CENTER, ADMINISTRATION BUILDING, AND TWO COMMITTAL SHELTERS, SITE LANDSCAPING, IRRIGATION, SIGNAGE

PUBLIC INFORMATION CENTER BUILDING CONSISTED OF FOOTERS, & POURED WALLS 16 COLUMS, AND CMU BLOCK BUILDING SIZE 2,700 SF COMMITTAL SHELTERS # 1 & 2 CONSISTED OF FOOTERS, & POURED WALLS OVER 325 LF INCLUDING 12 RADIUS POURED WALLS PUMPM HOUSE CONSISTED OF FOOTERS, & POURED WALLS OVER 50 LF ONE 8' DIA WET WELL 500 SF OF CMU MASONRY MIAN ENTRY WALL CONSISTED OF FOOTERS, & POURED WALLS. 2 RADIUS WALL & 1 STRAIGHT WALL TOTAL OF 75 LF POW MIA ASSEMBLY AREA CONSISTED OF FOOTERS, & POURED WALLS OVER 200 LF PROPANE TANK ENCLOSURE CONSISTED OF FOOTERS, & POURED WALLS 25 LF COLUMBARIUM CONSISTED OF FOOTERS, & POURED WALLS OVER 400 LF

10' X 10' BOX CULVERT WITH 2 POURED CONCRETE ENDWALLS

6 STRAIGHT WALL & 16 COLUMS

THE ABOVE CONSTRUCTION CONSISTED OF OVER 1,100 CY OF POURED IN PLACE CONCRETE WALL & FOOTINGS UP TO 2' THICK, &B POURED SLABS ON GRADE

CITY OF HOLLYWOOD (ESSD)

1,500,000.00

420,000.00

MARCUS PERRERA (954)921-3930

REUSE LINE SOUTH ROUTE

3 MILES OF 24" RECLAIMED DIP WATER MAIN

GOLF COURSE MODIFICATION PHASE 2 REUSE WATER MAIN

3,000 LF OF 8" RECLAIMED WATER MAIN PLUS EXCAVATION OF 2 ACRE POND WITH PVC LINER & IRRIGATION PUMP STATION

15TH AVE RELIEF FORCE MAIN WITH 36" SLIP LINING & 48" JACK AND BORE 18,000 LF OF 36" DIP FORCE MAIN WITH 48" JACK AND BORE @ HOLLYWOOD BLVD 140 LF 1000 LF OF 36" HDPE SLIPLINING		\$ 2,900,000.00
50TH AVE FORCE MAIN 2,500 LF OF 8" PVC FORCE MAIN		\$ 160,000.00
CITY OF DEERFIELD BEACH		m (2 m
ANTHONY VIOLA ENGINEER @ TIME OF CONSTRUCTION (954) 480-4270 CURRENT CONTACT IS TODD DARCY		
BARWAL ESTATES WATER MAIN IMPROVEMENTS		\$ 185,000.00
FLORIDA KEYS AQUEDUCT AUTHORITY		
TOM MORGAN (305) 296-2454		
24" WATER MAIN INSTALLATION FROM MILE MARKER 12.5 TO STOCK ISLAND 38,000 LINEAR FEET OF 24" DIP WATER MAIN ALONG US1 DOT ROW, 7 METER VAULTS & 1 BRIDGE CROSSING	G	\$ 3,300,000.00
LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT		
PAUL BRIENZA OR CLINTON YERKES (561) 747-5700 EXT # 3		
JUPITER RIVER ESTATES SANITARY SEWER SYSTEM 18,000 LF OF 8" GRAVITY SEWER WITH MANHOLES AND1 FIBERGLASS PUMP STATION	₩.	1,515,000.00
CITY OF MIAMI BEACH		
KEVIN PERKINS (305) 673-7550 EXT # 6609		
16" WATER MAIN @ HAWTHORNE AVE		
WATER MAIN ON VENETIAN CAUSEWAY AND BRIDGE PORTIONS		780,000.00
INSTALLATION OF 16" WATER MAIN 12" 10" & 8" FORCE MAIN	ω	1,400,000.00

ON THE VENETIAN CAUSEWAY BRIDGE AND LAND PORTIONS 1 SUBAQUEOS CROSSING

CLINTON TOWNSHIP

l (586) 791-1766	MANTED MAKIN
JANICK	SECTION 26 & 27 WATER MAIN
MIKE	AECT.

8750 LF OF 8" - 12" DIP WATER MAIN & 171 WATER SERVICES

1,050,000.00

₩

750,000.00

1,300,000.00

2,200,000.00

SECTION 35 WATER MAIN

9100 LF OF 8" - 12" DIP WATER MAIN & 125 WATER SERVICES

CITY OF TROY

SECTION 10 WATER MAIN AND DRAINAGE

BILL JAWLICK

6,600 LF OF 8" - 12" DIP WATER MAIN AND 7,200 LF OF 8" - 12" STORM SEWER

POWERS DRAIN

8,400 LF OF 24" - 48" RCP & 23,000 LF OF 8" - 21" STORM SEWERS

OAKLAND COUNTY DRAIN COMMISSION (OCDC)

MIKE MCMAHON (248) 858-0958

REWOLD DRAIN

6,100 LF OF 12" - 21" RCP STORM SEWER

3,000 LF OF 24" - 36" RCP STORM SEWER 3,200 LF OF 48" - 96" RCP STORM SEWER

2 POURED IN PLACE CONCRETE ENDWALLS SERVING A 96" STORM SEWER & ONE 72" STORM SEWER

1 CHAMBER MANHOLE SERVING 1 EACH 66" STORM SEWER & 1EACH 72" STORM SEWER OUTLET & 1 EACH 96" STORM SEWER

4 BAR SCREENS 25' x 8' OVER EXISTING AND PROPOSED CHAMBERS INSTALLATION OF RIP RAP IN EXISTING DRAINAGE CHANNEL 14,000 SF

THE ABOVE WAS PERFORMED IN THE MAIN DRAINAGE RIVER REQUIRING DEWATERING AND DIVERSION OF THE WATER FLOWS

2,100,000.00

ROCHESTER HILLS WATER AND SEWER EXTENSIONS NO. 5 2,500 LF OF 8" - 12" DIP WATERMAIN, 3,700 LF OF 8" GRAVITY SEWER, 40,000 SY OF ROADWAY REMOVAL AND REPLACEMENT WITH CURB AND GUTTER AND ASPHALT, 660 LF OF 12" - 21" RCP STORM SEWER 400 LF OF 16" JACK & BORE	OK & BORE	65	650,000.00
HENNESSEY ENGINEERS			
JOHN HENNESSEY (734) 692-3300			
DISTRICTS 16, 17, & 18 WATER MAIN 38,000 LF OF 12" & 16" DIP WATER MAIN		S	2 840 000 00
MAYBEE RD RELOCATION 7100 LF OF ROADWAY REPLACEMENT WITH DRAINAGE, WATER MAIN, EXCAVATION AND ROAD RESHAPING, LAND BALANCING, CURB AND GUTTER, & NEW ASPHALT ROADWAY			1,200,000.00
EAGLE RIDGE 30 ACRES OF 'SITE BALANCING, EXCAVATION, CLEARING AND GRUBBING , INSTALLATION OF 2 MILES OF NEW ROADWAY, 15" - 36" STORM SEWER, 12" DIP WATER MAIN, 6" DRAIN TILE ALONG ROAD, SANITARY SEWER AND PUMP STATION, 72" UNDERGROUND RETENTION BASIN		æ <u>←</u>	1,800,000.00
CITY OF BIRMINGHAM			
PAUL OMEARA (248) 644-3865			
SOUTHLAWN BLVD RELIEF SEWER 3,100 LF OF 12" - 24" GRAVITY SEWER, 2,700 LF OF 8" DIP WATERMAIN WATER AND SEWER SERVICES, 12,000 SY OF PAVMENT REMOVAL AND REPLACEMENT WITH CURB AND GUTTER.		↔	1,200,000.00
CITY OF CLAWSON HARRY DRINKWINE (248) 288-3222 6,320 LF OF 8" - 16" DIP WATER MAIN			
CITY OF ROCHESTER HILLS		₩.	1,280,000.00
LOMOND LANE & VARDON DR WATERMAIN EXTENSION TRACEY BALINT, P.E. (248) 656-4685			

880,000.00	a	,,000 LF OF 20" FORCEMAIN EXTENSION, ONE 30" DIRECTIONAL BORE CASING PIPE WITH 20' CARRIER PIPE TOTAL OF
		SITY OF HALLANDALE BEACH GORDON DOBBINS
		20" FORCE MAIN EXTENSION
		CITY OF HALLANDALE BEACH
800,000.00	ω	WIDENING OF 3,000 LF OF RAODWAY WITH EXCVATIONS, STORM SEWERS, CURBS AND GUTTERS, TRAFFIC SIGNALAZATION, ASPHALT PAVING & OVERLAY, & STRIPING.
		FOWN OF JUPITER, STEVE MONTEYMAYOR (561) 741-2580
		SOUTH PENNOCK LANE IMPROVEMENTS
		TOWN OF JUPITER
2,378,000.00	69	INSTALLATION OF 12,000 LF OF 14" WATERMAIN AND FORCEMAIN BY DIRECTIONAL DRILL INSTALLATION OF 1,400 LF OF WATERMAIN OPEN CUT METHOD
		INDIAN RIVER COUNTY, LARRY BROWN (772) 770-5300
		COUNTY ROUTE 510 WATERMAIN AND FORCEMAIN
		INSTALLATION OF 21,000 LF OF 4 - 8" VACUUM SEWER ALONG WITH 256 VACUUM PITS. PUMPING STATION BELOW AND ABOVE GRADE BUILDING = 1,500 SF, LATERLAS ON PRIVATE PROPERTY SIDE FOR 413 RESIDENTS, 2,100 LF OF 8" FORCE MAIN, 1 JACK AND BORE
5,786,421.00		INDIAN RIVER COUNTY, LARRY BROWN (772) 770-5300 ECKLER ENGINEERING, DON ECKLER (954) 510-4700
		MITIGATED SEWER ROCKRIDGE SUBDIVISION
		INDIAN RIVER COUNTY UTILITIES DEPARTMENT
232,000.00	UT ALONG WITH	INSTALLATION OF 1500 LF OF 10" HDPE WATERMAIN BY DIRECTIONAL BORE & 500 LF OF 8" DIP WATERMAIN VIA OPEN CUT ALONG WITH WATER SERVICES AND HYDRANTS AND CONNECTIONS

232,000.00

500 LF ACROSS US HWY 1, PAVEMENT RESTORATION AND REPAIRS.

JACK AND BORES PERFORMED

FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY

STATE RD 836 MIAMI 220 LF OF 24"

STATE RD 836 MIAMI 240 LF OF 24"

HOLLYWOOD BLVD @ 15TH AVE:140 LF OF 48"

FOREST HILL BLVD @ US 441 PALM BEACH COUNTY 220 LF OF 54"

LAKE WORTH BLVD @ US 441 PALM BEACH COUNTY 240 LF OF 54"

CENTRAL BLVD @ PGA BLVD 180 LF OF 48"

MILITARY TRAIL @ PGA BLVD 220 LF 0F 48"

INTERSTATE 95 @ PGA BLVD 400 LF OF 48"

ROW EASEMENT BROWARD COUNTY FLORIDA @ GRIFFIN RD. 220 LF 16"

VARIOUS BORES PERFORMED FOR OTHER CONTRACTORS AND MUNICIPALITIES

WILTARY TRAIL @ SOUTHERN BLVD 40 LF OF 12"

100 LF OF 16" GRAVITY SEWER BORE ROCHESTER HILLS OAKLAND COUNTY MICHIGAN

DIRECTIONAL BORES PERFORMED

500 LF OF 10" WATERMAIN CITY OF ROCHESTER HILLS, MICHIGAN

20 LF OF 2" WATER @ GREAT LAKES NATIONAL CEMETERY INTO EXISTING BUILDING

800 LF OF GRAVITY SEWER 10' BROWARD COUNTY FLORIDA @ GRIFFIN RD.

FOREST HILL BLVD @ US 441 PALM BEACH COUNTY 500 LF OF 6"

LAKE WORTH BLVD @ US 441 PALM BEACH COUNTY 500 LF OF 6"

CENTRAL BLVD @ PGA BLVD 400 LF OF 6"

MILITARY TRAIL @ PGA BLVD 500 LF OF 6"

INTERSTATE 95 @ PGA BLVD 1200 LF OF 6"

DISTRICTS 16, 17, & 18 WATERMIAN ASH TOWNSHIP MICHIGAN

5000 LF OF 8" - 16" WATERMAIN, 1000 LF OF 8" GRAVITY SEWER

1400 LF OF 10" HDPE GRAVITY SEWER CITY OF SOUTHFIELD MICHIGAN

240 LF OF 8" GRAVITY SEWER LATERALS 6 TOTAL SHELBY TOWNSHIP MICHIGAN

400 LF 10" WATERMAIN CLINTON TOWNSHIP MICHIGAN

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### State of Florida Department of State

I certify from the records of this office that GIANNETTI CONTRACTING CORPORATION is a corporation organized under the laws of the State of Florida, filed on May 16, 2007.

The document number of this corporation is P07000058861.

I further certify that said corporation has paid all fees due this office through December 31, 2011, that its most recent annual report was filed on January 6, 2011, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of Florida, at Tallahassee, the Capital, this the Seventh day of January, 2011



<u>Services Ferrally</u> Secretary of State

Authentication ID: 100190040671-010711-P07000058861

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.

https://efile.sunbiz.org/certauthver.html