PROPOSAL SUBMITTED BY



GIANNETTI CONTRACTING CORPORATION

1801 NW 18 STREET
POMPANO BEACH, FLORIDA 33069
PHONE: 954-972-8104
FAX: 954-972-8108

PROPOSAL SUBMITTED TO:

CITY OF HOLLYWOOD

City Hall
2600 Hollywood Boulevard
Hollywood, Florida 33020

PROJECT NAME:

WATER MAIN REPLACEMENT PROGRAM
MOFFETT STREET TO HOLLYWOOD BOULEVARD
From S. Florida Highway to the Intracoastal Waterway

PROJECT NO. 14-5122

Date and Time:

NOVEMBER 21, 2017 at 2:00 p.m.

PROPOSAL

TO THE MAYOR AND COMMISSIONERS CITY OF HOLLYWOOD, FLORIDA

SUBMITTED November 16, 2017

Dear Mayor and Commissioners:

The undersigned, as BIDDER, hereby declares that the only person or persons interested in the Proposal as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this Proposal or in the Contract to be entered into; that this Proposal is made without connection with any other person, company or parties making a Bid or Proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The BIDDER further declares that he has examined the site of the Work and informed himself fully in regard to all conditions pertaining to the place where the Work is to be done; that he has examined the Drawings and Specifications for the Work and contractual documents relative thereto, including the Notice to Bidders, Instructions to Bidders, Proposal Bid Form, Approved Bid Bond, Information required from bidders, Local Preference, Exhibit A-D, Trench Safety Form, Form of Contract, Performance Bond, Payment Bond, General, Supplementary and Technical Specifications, Addenda, Drawings and has read all of the Provisions furnished prior to the opening of bids; and that he has satisfied himself relative to the work to be performed.

The undersigned BIDDER has not divulged to, discussed or compared his bid with other bidders and has not colluded with any other BIDDER of parties to this bid whatever.

If this Proposal is accepted, the undersigned BIDDER proposes and agrees to enter into and execute the Contract with the City of Hollywood, Florida, in the form of Contract specified; of which this Proposal, Instructions to Bidders, General Specifications, Supplementary Conditions and Drawings shall be made a part for the performance of Work described therein; to furnish the necessary bond equal to one hundred (100) percent of the total Contract base bid, the said bond being in the form of a Cash Bond or Surety Bond prepared on the applicable approved bond form furnished by the CITY; to furnish all necessary materials, equipment, machinery, tools, apparatus, transportation, supervision, labor and all means necessary to construct and complete the work specified in the Proposal and Contract and called for in the Drawings and in the manner specified; to commence Work on the effective date established in the "Notice to Proceed" from the ENGINEER; and to substantially complete all Contract Work within 910 days with final completion within 940 days, and stated in the "Notice to Proceed" or pay liquidated damages for each calendar day in excess thereof, or such actual and consequential damages as may result there from, and to abide by the Local

| | No. 1 | Dated Nov | ember 10, 2017 |
|--------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | No. Z | Dated No | ember 10, 2017 |
| | No | Dated | 100 |
| | | | |
| Contrac orescril oayable | ct and the Bon- bed Contract for thereon, sha se, the check o | d within ten (10) ca rms, the check or Bid II be paid into the | of failure on his part to execute the said lendar days after being presented with the Bond accompanying his bid, and the money funds of the City of Hollywood, Florida mying this Proposal shall be returned to the |
| Attache | ed hereto is a ce | rtified check on the | |
| | | В | ank of |
| | all restances | | |
| or appr | oved Bid Bond | or the sum of | |
| | | | |
| 10 per accordi | rcent of proposing to the condit | sed bid submitted ions under the Instru | Dollars (\$ ctions to Bidders and provisions therein. |
| accordi | If a Bidder is a below, together Contracts on partnership, the signature(s) of the partnership | ions under the Instru- a corporation, the leg er with signature(s) behalf of the corpo he true name of the f the partner or partno; and if the Bidder is | Dollars (\$ ctions to Bidders and provisions therein. al name of the corporation shall be set forth of the officer or officers authorized to sign oration and corporate seal; if Bidder is a ne firm shall be set forth below with the ers authorized to sign Contracts in behalf of an individual, his signature shall be placed of the general partners. |
| accordi | If a Bidder is a below, together Contracts on partnership, the signature (s) of the partnership below; if a partnership below; if a partnership to the partnership below; if a | ions under the Instru- a corporation, the leg er with signature(s) behalf of the corpo he true name of the f the partner or partno; and if the Bidder is | ctions to Bidders and provisions therein. al name of the corporation shall be set forth of the officer or officers authorized to sign oration and corporate seal; if Bidder is a ne firm shall be set forth below with the ers authorized to sign Contracts in behalf of s an individual, his signature shall be placed |
| accordi | If a Bidder is a below, together Contracts on partnership, the signature (s) of the partnership below; if a partnership below; | ions under the Instructions under the Instruction, the leger with signature(s) behalf of the corporate true name of the the partner or partner; and if the Bidder is thership, the names of the corporate or the partnership, the names of the corporate or the corpo | ctions to Bidders and provisions therein. al name of the corporation shall be set forth of the officer or officers authorized to sign oration and corporate seal; if Bidder is a ne firm shall be set forth below with the ers authorized to sign Contracts in behalf of s an individual, his signature shall be placed |
| accordi | If a Bidder is a below, together Contracts on partnership, the signature (s) of the partnership below; if a partnership below; | ions under the Instructions under the Instruction, the leger with signature(s) behalf of the corporate true name of the the partner or partner; and if the Bidder is thership, the names of the corporate or the partnership, the names of the corporate or the corpo | al name of the corporation shall be set forth of the officer or officers authorized to sign oration and corporate seal; if Bidder is a see firm shall be set forth below with the ers authorized to sign Contracts in behalf of an individual, his signature shall be placed of the general partners. |

Preference.

| RIETORSHIP OR OPERATES UNDER A | 4 |
|--------------------------------|-------------------------------------------------------------------------------------------|
| (Name of Firm) | |
| (Address) | |
| (Signature of Individual) | _(SEAL) |
| ******* | |
| (Name of Firm) A Partnership | |
| (Address) | |
| By: (SEAL) (Partner) | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | (Name of Firm) (Address) (Signature of Individual) *********************************** |

| WHEN THE BIDDER IS A JOINT VENTURE: | | | | | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------|--|--|--|--|
| | (Correct Name of Corporation | | | | |
| | By: (SEAL) (Address) | | | | |
| | (Official Title) | | | | |
| | As Joint Venture (Corporate Seal) | | | | |
| Organized under the laws of the State ofby the law to make this bid and perform all V required under the Contract Documents. WHEN THE BIDDER IS A CORPORATION: | ************ | | | | |
| | Giannetti Contracting Corporation (Correct Name of Corporation | | | | |
| | By: | | | | |
| | (SEAL) Richard Gibbs, III | | | | |
| | President | | | | |
| | (Official Title) | | | | |
| | 1801 NW 18 St, Pompano Beach, FL 3306 | | | | |
| | (Address of Corporation) | | | | |
| Organized under the laws of the State of | Florida authorized | | | | |
| by the law to make this bid and perform all V required under the Contract Documents. | Vork and furnish materials and equipment | | | | |

CERTIFIED COPY OF RESOLUTION OF

| BOARD OF DIRECTORS | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|-------------------------------|
| Giannetti Contracting Corporation | | |
| (Name of Corporation) | | |
| RESOLVED that Richard Gibbs, III | | |
| (Person Authorized to Sign) | | |
| | tti Contractii | ng Corporation |
| (Title) (Name of Corporation) | | |
| be authorized to sign and submit the Bid or Propect: | posal of this o | corporation for the following |
| CITY OF HOLL | YWOOD | |
| WATER MAIN REPLACE | MENT PROG | |
| Moffett Street to Holly | | |
| from S. Federal Highway to th CITY PROJECT N | | vvaterway |
| | | |
| The foregoing is a true and correct copy of the | Resolution ad | opted by: |
| Giannetti Contracting Corportion | at a m | eeting of its Board of |
| (Name of Corporation) | 400000 | 22,000 |
| Directors held on the September day of | 1 | , 20 <u>15</u> . |
| Nicholas Apostol | | |
| Title: Vice President / Secretary | | |
| (SEAL) | | |
| The state of the s | | |
| The above Resolution MUST BE COMPLETED | if the Bidder i | s a Corporation. |
| | | |

- END OF SECTION -

CITY OF HOLLYWOOD DEPARTMENT OF PUBLIC UTILITIES ENGINEERING & CONSTRUCTION SERVICES DIVISION

PROPOSAL BID FORM

Project No.: 14-5122

Project Name: Water Main Replacement Program

Moffett Street to Hollywood Boulevard

from S. Federal Highway to the Intracoastal Waterway

If this Proposal is accepted, the undersigned Bidder agrees to complete all work under this contract within <u>940</u> calendar days following the issuance of the Notice to Proceed. UNIT PRICE PREVAILS OVER TOTAL PRICE. All entries on this form must be typed or written in block form in ink. Quantities provided are for information purposes. Full descriptions of the pay items are provided in Section 01025, "Basis of Payment".

WATER MAIN PAY ITEMS

| No. | Description | Qty | <u>Unit</u> | Unit Price | <u>Total</u> |
|-----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|-------------|------------|--------------|
| 1. | Furnish and install 16" DI restrained- joint pipe and fittings for water main where horizontal separation between proposed water mains and existing sanitary/storm sewers is less than that required by Chapter 62-555.314 | | | | |
| | (FAC) and as shown on the plans | 201 | LF | 200 | 52260 |
| 2. | Furnish and install 16" Gate Valves for water main | 2 | LF | 7948 | 15936 |
| 3. | Connect proposed 16" DI water main to existing 16" HDPE water main at STA 85+27 of Washington Street | 1 | EA | 10538 | 10.538 |
| 4. | Furnish and install 12" C900 PVC pipe and DI fittings for water main | 18,069 | LF | 76 | 1373244 |
| 5. | Furnish and install 12" DI restrained- joint pipe and fittings for water main where horizontal separation between proposed water mains and existing sanitary/storm sewers is less than that required by Chapter 62-555.314 | 2.765 | l E | 107 | D05855 |
| | (FAC) and as shown on the plans | 2,765 | LF | _101 | 270005 |

CITY OF HOLLYWOOD DEPARTMENT OF PUBLIC UTILITIES ENGINEERING & CONSTRUCTION SERVICES DIVISION

| 6. | Furnish and install 12" Gate Valves for water main | 47 | EA 3600 | 169200 |
|-----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|-----------------|---------|
| 7. | Connect proposed 12" C900 PVC water main to existing 24" water main using 24"x12" Tapping sleeve, 12" tapping valve and 12" gate valve at the east side of the intersection of S. Federal Hwy and Funston Street (near STA 30+33) | 1 | ea <u>16839</u> | 16839 |
| 8. | Connect proposed 12" C900 PVC and DI water mains to existing 12" and 16" water mains on Washington Street between STA 9+40.55 and STA 65+07 and on S. 14 th Avenue (near STA 35+20) | 5 | EA 5515 | 27575 |
| 9. | Connect proposed 12" C900 PVC water main along S.14th Avenue to existing 6" PVC water mains | 3 | EA <u>4785</u> | 14355 |
| 10. | Furnish and install 8" C900 PVC pipe and DI fittings for water main | 45,659 | LF | 2282950 |
| 11. | Furnish and install 8" DI restrained- joint pipe and fittings for water main where horizontal separation between proposed water mains and existing sanitary/storm sewers is less than that required by Chapter 62-555.314 (FAC) as shown on the plans | 24,438 | LF70_ | 1710660 |
| 12. | Furnish and install 8" Gate Valves for water main | 164 | EA 2266 | 371624 |
| | | | | |

CITY OF HOLLYWOOD DEPARTMENT OF PUBLIC UTILITIES ENGINEERING & CONSTRUCTION SERVICES DIVISION

| 13. | Connect proposed 8" C900 PVC water main to the existing 24" water main by furnishing and installing 24"x8" tapping sleeve, 8" tapping valve and 8" gate valve along Funston St. | 3 | EA 14283 42849 |
|-----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|-----------------------------|
| 14. | Connect proposed 8" C900 PVC or DI water main to the existing 16" water main by furnishing and installing 16"x8" tapping sleeve, 8" tapping valve and 8" gate valve along S. 14 th Avenue | 8 | EA <u>9775</u> <u>78200</u> |
| 15. | Connect proposed 8" C900 PVC and DI water mains to existing 8" C900 PVC water mains from City Project 13-5119 north of Hollywood Blvd. along 17th, 15th, 13th, 11th, 10th and 8th Avenues | 7 | EA 4883 34181 |
| 16. | Connect proposed 8" C900 PVC and DI water mains along S. Federal Hwy to existing 6" and 8" water mains at Van Buren Street (STA 56+93) and Alley South of Harrison Street (STA 58+61) | 2 | EA 9964 19928 |
| 17. | Connect proposed 8" C900 PVC water main to existing 4", 6" and 8" water mains | 19 | EA 4859 92321 |
| 18. | Connect proposed 6" branch from proposed 8" water main to existing 6" water main by furnishing and installing 6"x6" tapping sleeve, 6" tapping valve and 6" gate valve along Alley S. of Funston St. near STA: 30+00 | 1 | EA <u>7801</u> <u>7801</u> |
| | | | |

CITY OF HOLLYWOOD DEPARTMENT OF PUBLIC UTILITIES ENGINEERING & CONSTRUCTION SERVICES DIVISION

| 19. | Furnish and install 6" C900 PVC pipe and DI fittings for water main | 2,101 | LF _44_ | 92444 |
|-----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|----------------|---------|
| 20. | Furnish and install 6" DI restrained- joint pipe and fittings for water main where horizontal separation between proposed water main and existing sanitary/storm sewers is less than that required by Chapter 62-555.314 | | | |
| | (FAC) | 3,997 | LF <u>52</u> | 207844 |
| 21. | Furnish and install 6" Gate Valves for water main | 34 | EA | 60112 |
| 22. | Furnish and install 4" C900 PVC pipe and DI fittings for water main | 14,566 | LF | 436980 |
| 23. | Furnish and install 4" DI restrained- joint pipe and fittings for water main where horizontal separation between proposed water main and existing sanitary/storm sewers is less than that required by Chapter 62-555.314 (FAC) | 25,969 | lf <u>.52,</u> | 1350388 |
| 24. | Furnish and install 4" Gate Valves for water main | 125 | EA 1546 | 193250 |
| 25. | Connect proposed 4" C900 PVC or DI water main to the existing 16" water main by furnishing and installing 16"x4" tapping sleeve, 4" tapping valve and 4" gate valve along S. 14 th Avenue | 6 | EA 8191 | 49146 |
| 26. | Cut existing 6" to 8" water services at the property lines and reconnect to new C-900 PVC/D.I.P. water mains at locations shown on the plans | 8 | EA <u>5382</u> | 43056 |
| | | | | |

CITY OF HOLLYWOOD DEPARTMENT OF PUBLIC UTILITIES ENGINEERING & CONSTRUCTION SERVICES DIVISION

| 27. | Cut existing 3"-4" water services at the property lines and reconnect to new C-900 PVC/D.I.P. water mains at locations shown on the plans | 12 | EA 3152 37824 |
|-----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|------------------|
| 28. | Cut existing 1"-2" water services and reconnect to new C-900 PVC/D.I.P. water mains at locations shown on the plans | 2,555 | EA 968 2473240 |
| 29. | Furnish and install fire hydrant assemblies | 169 | EA 8019 1355211 |
| 30. | Furnish and install fire hydrant assemblies and connect to existing 16" water main along S. 14 th Avenue with 16"x6" tapping sleeve, 6" tapping valve and 6" gate valve | 10 | EA 14811 148110 |
| 31. | Remove existing fire hydrant assemblies | 110 | EA 1472 161920 |
| 32. | Furnish and install 1" HDPE water service for 5/8" or 1" meters | 13 | EA 1867 24271 |
| 33. | Furnish and install 2" HDPE water service for 1-1/2" or 2" meters | 1 | EA 7028 14056 |
| 34. | For abandoning all existing 2" water mains in place (unless specifically identified on the plans to remain) | 1 | LS 8125 8125 |
| 35. | For abandoning all existing 4" and larger water mains, hydrant mains and services in place (unless specifically identified on the plans to remain) | 1 | LS 400000 400000 |
| 36. | For cutting, removing and plugging existing connections to the existing 24" water main at the main | 4 | EA 10230 40920 |

CITY OF HOLLYWOOD DEPARTMENT OF PUBLIC UTILITIES ENGINEERING & CONSTRUCTION SERVICES DIVISION

| 37. | For cutting, removing and plugging existing connections to the existing 16" water main at the main | 6 | EA 553 | 0.33180 |
|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|---------------|-----------|
| 38. | Furnish and install 16" line stops | 2 | | 7 25474 |
| 39. | Furnish and install 12" line stops | 2 | EA 908 | 1 18162 |
| 40. | Temporary repair of existing 1" to 2" water services in Alleys damaged by the Contractor's operations | 255 | EA <u>594</u> | 151470 |
| 41. | Permanent repair of existing 4" to 8" sanitary sewer service laterals in Alleys, damaged by the Contractor's operations. | 255 | EA <u>876</u> | 223380 |
| 42. | For rerouting of existing 1" to 2" diameter private water services and relocation of existing water meters from property interiors to front property lines for addresses described in Section 1025. | 14 | EA 203 | 7 28518 |
| | SUBTOTA | | , MAAIN | 1/102 207 |

CITY OF HOLLYWOOD DEPARTMENT OF PUBLIC UTILITIES ENGINEERING & CONSTRUCTION SERVICES DIVISION

PROPOSAL BID FORM

SITE RESTORATION PAY ITEMS

| No | Description | Qty | <u>Unit</u> | Unit Price | <u>Total</u> |
|-----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|-------------|------------|--------------|
| 43. | Construct 2-inch thick (SP 9.5) asphaltic concrete structural course for trench restoration in streets and avenues within City of Hollywood rights-of-way | 66,255 | LF | 26 | 1722630 |
| 44. | Construct 3-inch thick (min.) SP 9.5 (Traffic B) asphaltic concrete structural course for trench | | | | |
| | restoration within FDOT rights-of-way | 7,480 | LF | 47 | 351560 |
| 45. | For restoration of alley pavement where shown on plans | 77,619 | SY | 27 | 2095713 |
| 46. | Installation of geotextile filter fabric within water main trench where over-excavation is required due to unsuitable soils | 76,800 | LF | 3_ | 230400 |
| 47. | Removal and disposal of unsuitable soils encountered during water main construction and replacement with acceptable backfill material | 32,000 | CY | _33 | 1056000 |
| 48. | For milling of existing asphaltic concrete structural course (nominal 1" thick) for permanent asphalt pavement repairs in streets and avenues within City of Hollywood | | | 0 | |
| | rights-of-way and FDOT right of way | 179,576 | SY | | 354152 |

CITY OF HOLLYWOOD DEPARTMENT OF PUBLIC UTILITIES ENGINEERING & CONSTRUCTION SERVICES DIVISION

| 49. | Construct 1-inch thick SP 9.5 (Traffic B) asphaltic concrete structural course for permanent pavement repairs in streets and avenues within City of Hollywood rights-of-way | 156,976 | sy | 7 | 1098832 |
|-----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|------|------|----------|
| 50. | Construct 1-inch thick FC-9.5 friction course (Traffic B) for permanent pavement repairs within FDOT rights-of-way | 22,600 | sy | 11_ | 248600 |
| 51. | Replace all existing thermoplastic or painted pavement markings, reflective pavement markers, speed humps, traffic signal loop detector assemblies and traffic signs damaged, removed or obliterated by the Contractor's operation, or as indicated on the plans | 1 | LS_3 | 6000 | 0_300000 |
| 52. | Remove and replace existing plain concrete sidewalks, thickened edge sidewalks, driveway approaches, aprons and pavement 4 to 6 inches thick damaged by the utility installation. | 1,301 | SY | 70 | 91070 |
| 53. | Remove and replace existing concrete curbs and gutters of all standard FDOT types damaged by the utility installation. | 1,271 | LF | 48 | 80012 |
| 54. | Replace existing brick pavers, color concrete, and other specialty paving in public right-of-way removed or damaged by the utility installation. | 2,753 | SY | 82 | 225746 |

CITY OF HOLLYWOOD DEPARTMENT OF PUBLIC UTILITIES ENGINEERING & CONSTRUCTION SERVICES DIVISION

| 55. | Replace existing landscaping and irrigation on Hollywood Blvd. removed or damaged by the utility installation. | ì | ıs 40719 | 40719 |
|-----|------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|--------------|--------|
| 20 | | | | |
| 56. | Restoration of existing concrete pavement, brick pavers and/or other specialty paving removed during rerouting of water services within private properties | 1,887 | sy <u>80</u> | 150960 |
| 57. | Restoration of existing asphalt pavement removed during re-routing of water services within private properties | 814 | sy <u>44</u> | 35816 |
| | SUBTOTAL SITE | RESTORA | ATION 8,069 | 8,206. |

CITY OF HOLLYWOOD DEPARTMENT OF PUBLIC UTILITIES ENGINEERING & CONSTRUCTION SERVICES DIVISION

PROPOSAL BID FORM

GENERAL PAY ITEMS

| No. | Description | Qty | <u>Unit</u> | Unit Price | Total |
|-----|-------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|-------------|------------|---------|
| 58. | Mobilization / Demobilization | 1 | LS | 250000 | 2500000 |
| 59. | Provide traffic control during construction within City of Hollywood right of way | 1 | LS | 20000 | 200000 |
| 60. | Provide traffic control during construction within FDOT right of way | 1 | LS | 150000 | 150000 |
| 61. | Furnish and Install temporary pavement markings for roads to receive first lift of asphalt and be opened to traffic prior to final lift of asphalt pavement | 1 | LS | 125000 | 125000 |
| 62. | Consideration for Indemnification in accordance with the Supplementary General Conditions | 1 | LS | \$10.00 | \$10.00 |
| | SUBTO | TAL GEN | IERAL _ | 2975 | 5,010. |

CITY OF HOLLYWOOD **DEPARTMENT OF PUBLIC UTILITIES ENGINEERING & CONSTRUCTION SERVICES DIVISION**

PROPOSAL BID FORM

ALLOWANCE PAY ITEMS

| No. | Description | Qty | <u>Unit</u> | Unit Price | <u>Total</u> |
|-----|-------------------------------------------------------------------------------------------------------------------------------|-----|-------------|--------------|--------------|
| 63. | Cost allowance for work as directed by the Engineer and upon authorization by the Owner due to unforeseen conditions | 1 | LS | \$500,000.00 | \$500,000.00 |
| 64. | Cost Allowance for permits, licenses and fees | 1 | LS | \$300,000.00 | \$300,000.00 |

SUBTOTAL ALLOWANCE

GRAND TOTAL 26,036, 613

GRAND TOTAL (IN WRITING) Twenty Six Million Thirty Sixthousand Six hundred Thirteen dollars & Zero Cents

APPROVED BID BOND

(Construction)

STATE OF FLORIDA

KNOW ALL MEN BY THESE PRESENTS:

| That we, Giannetti Contracting Corporation | , as Principal, |
|------------------------------------------------------------------------|-------------------|
| and Liberty Mutual Insurance Company | , as Surety, |
| are held and firmly bound unto the City of Hollywood in the sum of | |
| Ten Percent of the Amount of Bid Dollars (\$10% | _) lawful money |
| of the United States, amounting to 10% of the total Bid Price, for the | payment of said |
| sum, we bind ourselves, our heirs, executors, administrators, and sur | ccessors, jointly |
| and severally, firmly by these presents. | |
| THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the | ne principal has |
| submitted the accompanying bid, dated November 16, | 20 <u>17</u> for |

WATER MAIN REPLACEMENT PROGRAM Moffett Street to Hollywood Boulevard from S. Federal Highway to the Intracoastal Waterway CITY PROJECT NO. 14-5122

NOW, THEREFORE, if the principal shall not withdraw said bid within 90 days after date of the same and shall within ten days after the prescribed forms are presented to him for signature, enter into a written contract with the CITY, in accordance with the bid as accepted, and give bond with good and sufficient surety or sureties, and provide the necessary Insurance Certificates as may be required for the faithful performance and proper fulfillment of such Contract, then this obligation shall be null and void.

Approved Bid Bond

In the event of the withdrawal of said bid within the specified period, or the failure to enter into such contract and give such bond and insurance within the specified time, the principal and the surety shall pay to the City of Hollywood the difference between the amount specified in said bid and such larger amount for which the City of Hollywood may in good faith contract with another party to perform the work and/or supply the materials covered by said bid.

| IN VVIINESS VVHEREOF, the above | ve bound parties have executed this statement under their |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------|
| several seals this 16th | |
| day of November , 2 | 20 <u>17</u> , the name and corporate seal of each corporate party |
| being hereto affixed and these pres | ents duly signed by its undersigned representative, pursuant |
| to authority of its governing body. | |
| WHEN THE PRINCIPAL IS AN IND | IVIDUAL: |
| Signed, sealed and delivered in the | presence of: |
| | |
| | |
| Witness | Signature of Individual |
| | |
| Address | - |
| | |
| | Printed Name of Individual |
| | |
| | |
| Add to a section of the section of t | _ |
| Witness | |
| | _ |
| Address | |
| | |

| WHEN THE PRINCIPAL IS A CORPORA | TION: |
|---------------------------------------------|------------------------------------------------------|
| Attest: | |
| Mulat | Giannetti Contracting Corporation |
| Secretary | Name of Corporation |
| | 6340 Sims Drive |
| | Business Address |
| | Sterling Heights, MI 48313 |
| | By: (Affix Corporate Seal) |
| | Printed Name |
| | President |
| | Official Title |
| | |
| CERTIFICATE AS | TO CORPORATE PRINCIPAL |
| Wich Apostol | , certify that I am the secretary of the |
| Corporation named as Principal in the atta | ached bond; that Richard Gibbs III |
| | on behalf of the Principal, was then President |
| | I know his signature, and his signature thereto is |
| | igned, sealed and attested for and on behalf of said |
| Corporation by authority of its governing t | |

Secretary

TO BE EXECUTED BY CORPORATE SURETY: Attest: Liberty Mutual Insurance Company Corporate Surety Nick Ashburn 175 Berkeley Street **Business Address** Boston, MA 02116 (Affix Corporate Seal) Holly Nichols Attorney-in-Fact Guy Hurley, LLC Name of Local Agency 1080 Kirts Blvd., Suite 500 **Business Address** Troy, MI 48084 STATE OF MICHIGAN Before me, a Notary Public, duly commissioned, qualified and acting, personally appeared, to me well known, who being by me first duly sworn upon oath says that he is the attorney-in-fact for the Liberty Mutual Insurance Company that the has been authorized by Liberty Mutual Insurance Co. ___ to execute the forgoing bond on behalf of the CONTRACTOR named therein in favor of the City of Hollywood, Florida. Subscribed and sworn to before me this 16th day of November 20 17 Notary Public, State of Michigan

My Commission Expires:

Notary Public - State of Michigan
County of Oakland
My Commission Expires 5-25-2020
Acting in the County of Oakland

- END OF SECTION -

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7871289

Liberty Mutual Insurance Company The Ohio Casualty Insurance Company

West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Anne Barick; Edward J. Wood; Holly Nichols; Jason Rogers; Mark Madden; Michael D. Lechner; Nick Ashburn; Paul M. Hurley; Richard S. McGregor; Robert D. Heuer

each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge all of the city of Troy _, state of MI and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 22nd 2017 _day of _August

MSU INSU 1912 1991

STATE OF PENNSYLVANIA COUNTY OF MONTGOMERY

The Ohio Casualty Insurance Company Liberty Mutual Insurance Company West American Insurance Company

David M. Carey, Assistant Secretary

_, 2017, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance On this 22nd day of August Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA

Notarial Seal Teresa Pastella, Notary Public Upper Merion Twp., Montgomery County My Commission Expires March 28, 2021 leresa Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day. ARTICLE IV - OFFICERS - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

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 attorneys-in-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.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-infact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that 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.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this



Renee C. Llewellyn, Assistant Secretary

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INFORMATION REQUIRED FROM BIDDERS

GENERAL INFORMATION

The Bidder shall furnish the following information. Failure to comply with this requirement may cause its rejection. Additional sheets shall be attached as required.

| | tractor's Name/Address: Giannetti Contracting Corporation |
|------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | 1801 NW 18 Street |
| | Pompano Beach, FL 33069 |
| | e-mail address: 954-972-8104 info@giannetticorp.com |
| Cor | ntractor's License (attach copy): _CGC 1519762 |
| Prin | nary Classification: <u>General Contractor</u> |
| Bro | ward County License Number (attach copy): 180-271092 |
| _ | ntract: 34 years |
| | the names and titles of <u>all</u> officers of Contractor's firm: |
|] | the names and titles of <u>all</u> officers of Contractor's firm: Richard Gibbs, III President / Treasurer |
| _] | the names and titles of <u>all</u> officers of Contractor's firm: |
| _] | the names and titles of <u>all</u> officers of Contractor's firm: Richard Gibbs, III President / Treasurer |
| | the names and titles of <u>all</u> officers of Contractor's firm: Richard Gibbs, III President / Treasurer Nicholas Apostol Vice President / Secretary me of person who inspected site or proposed work for your firm: |
| I I | the names and titles of <u>all</u> officers of Contractor's firm: Richard Gibbs, III President / Treasurer Nicholas Apostol Vice President / Secretary |

| Have you ever failed to c | omplete work | awarded to yo | ou; if so, where | and wny? | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|-------------------------------------------|-----------------------------------------------------------------------------|-----------------------------------------------------|--|--|
| Name three individuals o | or corporation | ns for which yo | ou have perforn | ned work and | | |
| to which you refer: | • | · | · | | | |
| Tom Walker, Florida Keys Aqueduct, 941-724-9853 twalker@fkaa.com | | | | | | |
| Pat MacGregor, Browa | d County V | VWS, 954-831 | 0904 pamacş | gregor@brow | | |
| | | • | 6 1101 1. | | | |
| Daniel Comerford, Jup List the following informations of this proportion of the pro | ation concerr | ning all contrac | ts on hand as o | of the date of | | |
| Daniel Comerford, Jup List the following informations submission of this property | ation concerr | ning all contrac | ts on hand as | of the date of | | |
| Daniel Comerford, Jup List the following informates submission of this proper coventures). | ation concerr osal (in case City | ning all contract Total Contract Value | ts on hand as one, list the informated Date of | of the date of mation for all % Completion | | |
| Daniel Comerford, Jup List the following informates submission of this propertures). Name of Project | ation concerr osal (in case City | ning all contract Total Contract Value | ts on hand as one, list the informated Date of | of the date of mation for all % Completion | | |
| Daniel Comerford, Jup List the following informate submission of this propertures). Name of Project See Current Pro | osal (in case City ject List att | ning all contract Total Contract Value | ts on hand as one, list the information Contracted Date of Completion | of the date of mation for all % Completion | | |
| Daniel Comerford, Jup List the following informate submission of this propertures). Name of Project See Current Pro | city City ject List att | Total Contract Value ached. | ts on hand as one, list the informated Contracted Date of Completion ssary) | of the date of mation for all % Completion | | |

00420-2

What equipment will you purchase for the proposed work?

12.

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NOTE:

If requested by CITY, the Bidder shall furnish a notarized financial statement, references and other information, sufficiently comprehensive to permit an appraisal of its current financial condition.

LIST OF SUBCONTRACTORS

The Bidder shall list below the name and address of each Subcontractor who will perform work under this Contract in excess of one-half percent of the total bid price, and shall also list the portion of the work which will be done by such Subcontractor. After the opening of Proposals, changes or substitutions will be allowed with written approval of the City of Hollywood. Subcontractors must be properly licensed and hold a valid Hollywood Certificate of Competency.

| 1. | Work to be Performed milling and paving | Subcontractor's Name / Address E & N Construction |
|-----|-----------------------------------------|-------------------------------------------------------------------------------------|
| | | 2660 NW 15 Street, Suite 108 Pompano Beach, FL 33069 |
| 2. | Survey | Compass Point 3195 N. Powerline Road #112 |
| | | Pompano Beach, FL 33069 |
| 3. | Striping | Line Design Solutions 2436 N Federal Highway # 426 Lighthouse Point, FL 33064 |
| 4. | | Lighthouse Point, FL 33064 |
| | | |
| 5. | | |
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| 10. | | |
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- END OF SECTION -

NOTE: Attach additional sheets if required.

LOCAL PREFERENCE

Pursuant to §38.50 of the City of Hollywood Code of Ordinances, the City shall grant a preference to local Hollywood vendors if their initial bid is within 5% of the bid of the lowest responsive responsible bidder that is a non-local Hollywood vendor. The preference shall allow the local Hollywood vendor to submit a second and final offer, which must be at least 1% less than the bid of the lowest responsible responsive non-local Hollywood vendor to be awarded. The local Hollywood vendor shall have the burden of demonstrating that it maintains a permanent place of business with full-time employees within the City limits and has done so for a minimum of one (1) year prior to the date of issuance of a bid or proposal solicitation within Hollywood, Florida. All supporting documentation (e.g. City of Hollywood valid local business tax receipt) for local preference eligibility must be received with the bid package prior to the bid opening date and time.

TRENCH SAFETY FORM

This form must be completed and signed by the Bidder. Failure to complete this form may result in the bid being declared non-responsive.

Bidder acknowledges that he/she has read and fully understands all requirements of Chapter 553, Part III of the Florida Statutes, titled "Trench Safety Act", and that all such requirements of this chapter shall remain in effect during the period of construction of the project. The Bidder by signing and submitting the bid is, in writing, assuring that it will perform any trench excavation in accordance with applicable trench safety standards. The Bidder further identifies the following separate item of cost of compliance with the applicable trench safety standards as well as the method of compliance:

Slope and Bank

Total \$ 68,782.

Bidder acknowledges that this cost is included in the applicable items of the Proposal and in the Grand Total Bid Price. Failure to complete the above will result in the bid being declared non-responsive.

The Bidder is, and the Owner and Engineer are not, responsible to review or assess Bidder's safety precautions, programs or costs, or the means, methods, techniques or technique adequacy, reasonableness of cost, sequences or procedures of any safety precaution, program or cost, including but not limited to, compliance with any and all requirements of the "Trench Safety Act". Bidder is, and the owner and Engineer are not, responsible to determine if any safety related standards apply to the project, including but not limited to, the "Trench Safety Act".

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Witness Signature

Marcials Witness Printed Name

Witness Address

November 16, 2107

Date

Contractor's Signature

Richard Gibbs, III

Printed Name

President

Title

November 16, 2017

Date

- END OF SECTION -

ADDENDA TO BID

WATER MAIN REPLACEMENT PROGRAM

Moffett Street to Hollywood Boulevard from S. Federal Highway to the Intracoastal Waterway

CITY PROJECT No. 14-5122

| I, Richard Gibbs, III | , legal representative of |
|-------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| referenced project, acknowledge that I hat to date by the Engineer, which amends to | , prospective bidder/Contractor for the above ave received and carefully reviewed all addenda issue the scope of work for the above referenced project, and was accounted for in the bid amounts submitted |
| addenda issued to date by the Engineer | responsibility of the bidder to ensure that all bid for the above referenced project is attached to the bid to be missing by the Engineer, the bid may be |
| Signed, sealed and delivered in the pres | ence of: |
| (Witness) | Giannetti Contracting Corporation CONTRACTOR (Name of Firm) (SEAL) |
| (Withess) | (Signature of Individual) Richard Gibbs, III |

SUPPLEMENTARY CONDITIONS (CONSTRUCTION)

Florida Department of Environmental Protection

State Revolving Fund Program

Supplementary Conditions

for

Formally Advertised

Construction Procurement

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FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION SUPPLEMENTARY CONDITIONS

The intent of the Florida Department of Environmental Protection (FDEP) Supplementary Conditions is to complement and supplement other provisions of the Bidding Documents. However, if there is any conflict between the FDEP Supplementary Conditions and other provisions of the Bidding Documents, the FDEP Supplementary Conditions shall take precedence over the other provisions except when the other provisions are similar to, but more stringent than, the FDEP Supplementary Conditions. When other provisions of the Bidding Documents are similar to, but more stringent than, the FDEP Supplementary Conditions, the more stringent provisions shall apply.

ARTICLE 1 - DEFINITIONS

Wherever used in these Supplementary Conditions (except in the appendices to these Supplementary Conditions), the following terms have the meanings indicated, which are applicable to both the singular and plural thereof.

- 1.1 Addendum -A written or graphic instrument that is issued prior to the opening of bids and that clarifies, corrects, or changes the Bidding Documents.
- 1.2 Agreement or Contract The written agreement between the Owner and the Contractor covering the Work to be performed and furnished; these Supplementary Conditions and other Contract Documents are attached to the Agreement/Contract and made a part thereof as provided therein.
- 1.3 Bid The offer or proposal of a bidder submitted on the prescribed form and setting forth the price(s) for the Work to be performed and furnished.
- 1.4 Bidder Any person, firm, or corporation that submits a bid directly to the Owner.
- 1.5 Bidding Documents The Advertisement for Bids or the Invitation to Bid, the Instructions to Bidders or the Information for Bidders, the Bid Form, the proposed Contract Documents, and all addenda.
- 1.6 Bond An instrument of security.
- 1.7 Change Order A document that is recommended by the Engineer and signed by the Contractor and the Owner; that authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Time; and that is issued on or after the Effective Date of the Agreement/Contract.
- 1.8 Contract Documents The Agreement/Contract; the Contractors Bid when attached as an exhibit to the Agreement/Contract; the Performance and Payment Bond(s); the General Conditions; the Supplementary Conditions (including these Supplementary Conditions); the Specifications (written technical descriptions of material, equipment, construction systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto); the Drawings (drawings that show the character and scope of the Work to be performed and furnished); all addenda that pertain to the Contract Documents; and all change orders.
- 1.9 Contract Time The number of days or the date stated in the Contract Documents for completion of the Work.
- 1.10 Contractor The person, firm, or corporation with whom or which the Owner enters into the Agreement/Contract.
- 1.11 Effective Date of the Agreement/Contract The date indicated in the Agreement/Contract on which the Agreement/Contract becomes effective, or if no such date is indicated in the Agreement/Contract, the date on which the Agreement/Contract is signed and delivered by the last of the two parties to sign and deliver the Agreement/Contract.
- 1.12 Engineer The person, firm, or corporation named as such in the Contract Documents.
- 1.13 Minority Business Enterprise (MBE) A historically Black college or university or a business that is (a) certified as socially and economically disadvantaged by the Small Business Administration, (b) certified as an MBE by a state or federal agency, or (c) an independent business concern which is at least 51-percent owned and controlled by minority group members. (A minority group member is an individual who is a citizen of the United States and one of the following: [i] Black American; [ii] Hispanic American [with origins from Puerto Rico, Mexico, Cuba, or South or Central America]; [iii] Native American [American Indian, Eskimo, Aleut, or native Hawaiian]; or [iv] Asian-Pacific American

[with origins from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the U.S. Trust Territories of the Pacific, Northern Marianas, Laos, Cambodia, Taiwan, or the Indian Subcontinent].)

- 1.14 Notice to Proceed -The written notice given by the Owner to the Contractor fixing the date on which the Contract Time will commence to run and on which the Contractor shall start to perform its obligations under the Contract Documents.
- 1.15 Owner The local government (municipality, county, district, or authority; or any agency thereof; or a combination of two or more of the foregoing acting jointly) with which the Florida Department of Environmental Protection (FDEP) may execute, or has executed, a State Revolving Fund loan agreement and for which the Work is to be provided.
- 1.16 Project The total construction or facilities described in a State Revolving Fund loan agreement between the FDEP and the Owner, of which the Work to be provided under the Contract Documents may be the whole or a part.
- 1.17 Sponsor The recipient of the State Revolving Fund loan agreement that provides funds for the project.
- 1.18 Subcontract A direct contract between a subcontractor and the Contractor, or any other subcontractor at any tier, for the furnishing of goods (material and equipment) or the performance of services (including construction) necessary to complete the Work.
- 1.19 Subcontractor A person, firm, or corporation having a direct contract with the Contractor, or any other subcontractor at any tier, for the furnishing of goods (material and equipment) or the performance of services (including construction) necessary to complete the Work.
- 1.20 Successful Bidder The lowest responsive, responsible bidder to whom or which the Owner intends to award the Agreement/Contract.
- 1.21 Women Business Enterprise (WBE) A business that is (a) certified as a WBE by a state or federal agency or (b) an independent business concern which is at least 51-percent owned and controlled/operated by women. (Determination of whether a business is at least 51-percent owned by women shall be made without regard to community property laws [e.g., an otherwise qualified WBE that is 51-percent owned by a married woman in a community property state will not be disqualified because the married woman husband has a 50-percent interest in the married woman share of the business; similarly, a business that is 51-percent owned by a married man and 49-percent owned by women will not become a qualified WBE by virtue of the married man wife having a 50-percent interest in the married man share of the business].)
- 1.22 Work The entire completed construction or the various separately identifiable parts thereof required to be performed and furnished under the Contract Documents; Work is the result of performing services, furnishing labor, furnishing material and equipment, and incorporating material and equipment into the construction as required by the Contract Documents.

ARTICLE 2 - PRIVITY OF AGREEMENT/CONTRACT

2.1. The Owner expects to finance this Agreement/Contract with assistance from the FDEP, which administers a State Revolving Fund loan program supported in part with funds directly made available by grants from the United States Environmental Protection Agency (USEPA). Neither the State of Florida nor the United States (nor any of their departments, agencies, or employees) will be a party to this Agreement/Contract or any lower-tier subcontract.

ARTICLE 3 - PROCUREMENT REQUIREMENTS

3.1. This Agreement/Contract and the Owner solicitation and award of this Agreement/Contract are subject to requirements contained in Chapter 62-503 (Revolving Loan Program) and/or Chapter 62-552, Florida Administrative Code as applicable.

ARTICLE 4 - RESOLUTION OF PROTESTS AND CLAIMS/DISPUTES

Resolution of Protests Concerning the Owner Solicitation and/or Award of this Agreement/Contract:

- 4.1. Protests concerning the Owner solicitation and/or award of this Agreement/Contract must be filed in writing with the Owner to be considered.
- 4.2. All timely written protests concerning the Owner solicitation and/or award of this Agreement/Contract are to be resolved in accordance with the Owner dispute resolution process. A copy of the ordinance(s), resolution(s), or written policy (policies) that set forth the Owner dispute resolution process is included elsewhere in the Bidding Documents or is to be made available by the Owner upon request.
- 4.3. Neither the (FDEP) nor the USEPA will become a party to, or have any role in resolving, protests concerning the Owners solicitation and/or award of this Agreement/Contract. Protest decisions made by the Owner cannot be appealed to the FDEP or the USEPA.

Resolution of Claims and Disputes Between the Owner and the Contractor:

- 4.4. Unless otherwise provided in the Contract Documents, all claims and disputes between the Owner and the Contractor arising out of, or relating to, the Contract Documents or the breach thereof are to be decided by arbitration (if the Owner and the Contractor mutually agree) or in a court of competent jurisdiction within the State of Florida.
- 4.5. Neither the FDEP nor the USEPA will become a party to, or have any role in resolving, claims and disputes between the Owner and the Contractor.

ARTICLE 5 - CHANGES TO THE BIDDING AND CONTRACT DOCUMENTS

5.1. All changes to the Bidding Documents made subsequent to the FDEPs acceptance of the Bidding Documents and prior to the opening of bids are to be documented via addendum (addenda) to the Bidding Documents; all changes to the Contract Documents made after the opening of bids are to be documented by change order(s) to the Contract Documents. The Owner shall submit all addenda and change orders to the FDEP.

SECTION 00810

ARTICLE 6 - BONDS AND INSURANCE

Bid Guarantees:

6.1. Each bidder bid is to be accompanied by a bid guarantee made payable to the Owner in an amount at least equal to five percent of the bidder maximum bid price and in the form of a certified check or bid bond.

Performance and Payment Bond(s):

6.2. The Contractor shall furnish a combined performance and payment bond in an amount at least equal to 100 percent of the Contract Price (or, if required elsewhere in the Contract Documents, the Contractor shall furnish separate performance and payment bonds, each in an amount at least equal to 100 percent of the Contract Price) as security for the faithful performance and payment of all the Contractors obligations under the Contract Documents. This(these) bond(s) are to be delivered to the Owner by the Contractor along with the executed Agreement/Contract. The Owner shall forward a copy of this (these) bond(s) to the FDEP.

Insurance:

6.3. The Owner and/or the Contractor (as required elsewhere in the Contract Documents) shall purchase and maintain, during the period of construction, such liability insurance as is appropriate for the Work being performed and furnished and as will provide protection from claims that may arise out of, or result from, the Contractorsperformance and furnishing of the Work (whether the Work is to be performed or furnished by the Contractor or any subcontractor at the Work site) and the Contractors other obligations under the Contract Documents. This insurance is to include workerscompensation insurance, comprehensive general liability insurance, comprehensive automobile liability insurance, and contractual liability insurance applicable to the Contractorsindemnification obligations and is to be written for not less than the limits of liability and coverages determined by the Owner or required by law, whichever is greater.

- 6.4. The Owner and/or the Contractor (as required elsewhere in the Contract Documents) shall purchase and maintain, during the period of construction, property insurance upon the Work at the Work site in an amount equal to the full replacement cost of the Work or the full insurable value of the Work. This insurance is to include the interests of the Owner, the Contractor, and all subcontractors at the Work site (all of whom are to be listed as insured or additional insured parties); is to insure against the perils of fire and extended coverage; and is to include "all-risk" insurance for physical loss or damage due to theft, vandalism and malicious mischief, collapse, water damage, and/or all other risks against which coverage is obtainable.
- 6.5. Before any Work at the Work site is started, the Contractor shall deliver to the Owner certificates of insurance that the Contractor is required to purchase and maintain in accordance with Paragraphs 6.3 and 6.4 of this Article and other provisions of the Contract Documents, and the Owner shall deliver to the Contractor certificates of insurance that the Owner is required to purchase and maintain in accordance with Paragraphs 6.3 and 6.4 of this Article and other provisions of the Contract Documents.

ARTICLE 7 - AWARD OF AGREEMENT/CONTRACT

7.1. If this Agreement/Contract is awarded, it is to be awarded to the lowest responsive, responsible bidder. A fixed price (lump sum or unit price or both) agreement/contract is to be used. A clear explanation of the method of evaluating bids and the basis for awarding this Agreement/Contract are included elsewhere in the Bidding Documents. All bids may be rejected when in the best interest of the Owner. After the contract has been awarded, the Owner shall give the Contractor a notice to proceed fixing the date on which the Contract Time will commence to run. The Owner shall forward a copy of this notice to proceed to the FDEP.

ARTICLE 8 - ITEMIZED CONSTRUCTION COST BREAKDOWN; CONSTRUCTION AND PAYMENT SCHEDULES

- 8.1. The Contractor shall submit to the Owner, within ten calendar days after the Effective Date of this Agreement/Contract, an itemized construction cost breakdown and construction and payment schedules.
 - 8.1.1. The itemized construction cost breakdown, or schedule of values, is to include quantities and prices of items aggregating the Contract Price and is to subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices are to include an appropriate amount of overhead and profit applicable to each item of Work.
 - 8.1.2. The construction, or progress, schedule is to indicate the Contractors estimated starting and completion dates for the various stages of the Work and is to show both the projected cost of Work completed and the projected percentage of Work completed versus Contract Time.
 - 8.1.3. The payment schedule is to show the Contractor projected payments cumulatively by month.

ARTICLE 9 □FDEP/USEPA ACCESS TO RECORDS AND PROJECT SITE

9.1. Authorized representatives of the Owner, the FDEP, and the USEPA shall have access to, for the purpose of inspection, the Work site(s), any books, documents, papers, and records of the Contractor that are pertinent to this Agreement/Contract at any reasonable time. The Contractor shall retain all books, documents, papers, and records pertinent to this Agreement/Contract for a period of five years after receiving and accepting final payment under this Agreement/Contract.

NOTE: ARTICLE 10 ONLY APPLIES TO FEDERAL CAP GRANT PROJECTS

ARTICLE 10 - DISADVANTAGED BUSINESS ENTERPRISES

10.1 A goal of five percent of the Contract Price is established for Minority Business Enterprise (MBE) participation in the Work, and a goal of five percent of the Contract Price is established for Women Business Enterprise (WBE) participation in the Work. If bidders or prospective contractors (including the Contractor) intend to let any lower-tier goods

or services (including construction) subcontracts for any portion of the Work, they shall physically include these percentage goals for MBE and WBE participation in all solicitations for subcontracts and shall take good faith efforts to assure that MBEs and WBEs are utilized, when possible, as sources of goods and services. Good faith efforts are to include the following:

- 10.1.1. Require Disadvantaged Business Enterprises (DBEs) are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
- 10.1.2. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- 10.1.3. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
- 10.1.4. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
- 10.1.5. Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 10.1.6. If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs 10.1.1 through 10.1.5 of this section.
- 10.2. Within ten calendar days after being notified of being the apparent Successful Bidder, the apparent Successful Bidder shall submit to the Owner documentation of the affirmative steps it has taken to utilize Minority and Women Business Enterprises (MBEs and WBEs) in the Work and documentation of its intended use of MBEs and WBEs in the Work. The Owner shall keep this documentation on file and shall forward to the FDEP a copy of the apparent Successful Bidder documentation concerning its intended use of MBEs and WBEs in the Work.

ARTICLE 11 - DEBARMENT AND SUSPENSION (EXECUTIVE ORDER 12549)

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

- 11.1. The bidder certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- 11.2. Where the bidder is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
- 11.3. The bidder also certifies that it and its principals:
 - 11.3.1. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3.2. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph 11.3.1 of this certification; and
 - 11.3.3. Have not within a three-year period preceding this proposal had one or more public transactions (federal, state or local) terminated for cause or default. Where the bidder is unable to certify to any of the above, such owner shall attach an explanation to this proposal.

- 11.3.4. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- 11.3.5. The bidder shall incorporate the foregoing requirements 11.1 through 11.3 in all subcontracts.

ARTICLE 12 - EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)

- 12.1. Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246). (Applicable to contracts/subcontracts exceeding \$10,000)
 - 12.1.1. The Offerors or Bidders attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.
 - 12.1.2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractors aggregate workforce in each trade on all construction work in Florida, are as follows:

Goal for female participation: 6.9 percent statewide

Goal for minority participation: (See Appendix B at FDEP-20 for goals for each county)

These goals are applicable to all the Contractors construction work (whether or not it is federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor © compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor © goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

- 12.1.3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.
- 12.1.4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is the State of Florida.
- 12.1.5. Contractors shall incorporate the foregoing requirements in all subcontracts.
- 12.2. Equal Opportunity Clause (Applicable to contracts/subcontracts exceeding \$10,000)

During the performance of this contract, the contractor agrees as follows:

12.2.1. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

- 12.2.2. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The notice can be obtained online at http://www.eeoc.gov/employers/upload/eeoc_self_print_poster.pdf. The Contractor shall state that all qualified applicants be considered without regard to race, color, religion, sex or national origin.
- 12.2.3. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- 12.2.4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers representatives of the contractors commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 12.2.5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 12.2.6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 12.2.7. In the event of the contractor noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 12.2.8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs 12.2.1 through 12.2.8 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
- 12.3. The Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)
 - 12.3.1. As used in these specifications:
 - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - c. "Employer identification number" means the Federal Social Security number used on the Employer Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - d. "Minority" includes:
 - Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

- (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
- 12.3.2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
- 12.3.3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractors or Subcontractors failure to take good faith efforts to achieve the Plan goals and timetables.
- 12.3.4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction Contractors performing construction work in geographical areas where they do not have a federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the FEDERAL REGISTER in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
- 12.3.5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor so obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
- 12.3.6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
- 12.3.7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractors employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractors obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations responses.

- c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractors employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 12.3.7b above.
- f. Disseminate the Contractor EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractors EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractors EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor work force.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor sobligations under these specifications are being carried out.

- n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- p. Conduct a review, at least annually, of all supervisors adherence to and performance under the Contractors EEO policies and affirmative action obligations.
- 12.3.8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (12.3.7a through 12.3.7p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractors minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractors and failure of such a group to fulfill an obligation shall not be a defense for the Contractors noncompliance.
- 12.3.9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
- 12.3.10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- 12.3.11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
- 12.3.12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
- 12.3.13. The Contractor, in fulfilling its obligation under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
- 12.3.14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

- 12.3.15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).
- 12.4. Pursuant to 41 CFR 60-1.7, if the price of this bid exceeds \$10,000, the bidder, by signing and submitting this proposal, certifies the following:
 - 12.4.1. Affirmative action programs pursuant to 41 CFR 60-2 have been developed and are on file;
 - 12.4.2. Documentation of a previous contract or subcontract subject to the equal opportunity clause is available;
 - 12.4.3. All reports due under the applicable filing requirements have been filed with the Joint Reporting Committee, the Deputy Assistant Secretary or the Equal Employment Opportunity Commission; and
 - 12.4.4. Each prospective <u>construction</u> subcontractor that may be awarded a lower-tier <u>construction</u> subcontract with a price exceeding \$10,000 shall meet the above requirements 12.4.1 through 12.4.3.
- 12.5. Pursuant to 41 CFR 60-1.8, if the price of this bid exceeds \$10,000, the bidder, by signing and submitting this proposal, certifies the following:
 - 12.5.1. That he/she does not maintain or provide for his/her employees any segregated facility at any of his/her establishments;
 - 12.5.2. That he/she does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained;
 - 12.5.3. That he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments;
 - 12.5.4. That he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained;
 - 12.5.5. That a breach of this certification is violation of the Equal Opportunity Clause of this contract; and
 - 12.5.6. That he/she will obtain identical certifications from proposed Subcontractors prior to the award of Subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his/her files.

As used in this certification, the term [segregated facilities [means any waiting rooms, work eating areas, time clocks, locker rooms, and other storage or dressing areas, transportation and housing facilities provided for employees which are in fact segregated on the basis of race, color, religion, or otherwise.

- 12.6. If the price of this Agreement/Contract exceeds \$10,000, the Owner shall give written notice to the Director of the Office of Federal Contract Compliance Programs within ten working days of award of this Agreement/Contract. The notice is to include the name, address, and telephone number of the Contractor; the employer identification number of the Contractor; the dollar amount of this Agreement/Contract; the estimated starting and completion dates of this Agreement/Contract; the number of this Agreement/Contract; and the geographical area in which the Work is to be performed.
- 12.7. If the price of this Agreement/Contract equals or exceeds \$50,000 and if the Contractor has 50 or more employees, the Contractor shall electronically file Standard Form 100 (EEO-1) online at https://egov.eeoc.gov/eeo1/eeo1.jsp within 30 calendar days after the award of this Agreement/Contract, unless the Contractor has submitted such a report within 12 months preceding the date of award of this Agreement/Contract. In addition, the Contractor shall ensure that each construction subcontract with a price equaling or exceeding \$50,000 also electronically files this form within 30 calendar days after the award to it of the lower-tier construction subcontract, unless the construction subcontract, unless the construction subcontract within 12 months preceding the date of award of the lower-tier construction subcontract.

ARTICLE 13 - IMMIGRATION REFORM AND CONTROL ACT OF 1986 (STATE OF FLORIDA EXECUTIVE ORDER 11-116)

The Immigration Reform and Control Act of 1986 prohibits employers from knowingly hiring illegal workers. The Contractor shall only employ individuals who may legally work in the United States □either U.S. citizens or foreign citizens who are authorized to work in the U.S. The Contractor shall use the U.S. Department of Homeland Security's E-Verify Employment Eligibility Verification system (http://www.uscia.gov/portal/site/uscis) to verify the employment eligibility of:

- · all new employees, during the term of this Agreement, to perform employment duties within Florida; and,
- all new employees (including subcontractors and subrecipients) assigned by the Contractor to perform work pursuant to this Agreement.

The Contractor shall include this provision in all subcontracts/subgrants it enters into for the performance of work under this Agreement.

ARTICLE 14 DENVIRONMENTAL COMPLIANCE

The Contractor, and all subcontractors at any tier, shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857[h]), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738 (Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans), and 40 CFR Part 15.

ARTICLE 15 FEDERAL LABOR STANDARDS PROVISION

Contracts being constructed with assistance from the State Revolving Fund Program are currently required to comply with the Federal Labor Standards Provisions as provided in Appendix C. Signing Appendix A certifies compliance with these provisions.

ARTICLE 16 □AMERICAN IRON AND STEEL PROVISION

Contracts being constructed with assistance from the State Revolving Fund Program are currently required to comply with The American Iron and Steel Provision as provided in Appendix D. Signing Appendix A certifies compliance with these provisions.

ARTICLE 17 - PROHIBITED LOCAL GOVERNMENT CONSTRUCTION PREFERENCES

- A. Pursuant to Section 255.0991, F.S., for a competitive solicitation for construction services in which 50 percent or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation, a state, college, county, municipality, school district, or other political subdivision of the state may not use a local ordinance or regulation that provides a preference based upon:
 - 1. The contractor's maintaining an office or place of business within a particular local jurisdiction;
 - 2. The contractor's hiring employees or subcontractors from within a particular local jurisdiction; or
 - 3. The contractor's prior payment of local taxes, assessments, or duties within a particular local jurisdiction.
- B. For any competitive solicitation that meets the criteria in Paragraph A., a state college, county, municipality, school district, or other political subdivision of the state shall disclose in the solicitation document that any applicable local ordinance or regulation does not include any preference that is prohibited by Paragraph A.

APPENDIX A TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION SUPPLEMENTARY CONDITIONS

CERTIFICATION OF COMPLIANCE WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION SUPPLEMENTARY CONDITIONS

This certification relates to a construction contract proposed by City of Hollywood, Florida,

(insert the name of the Owner)

which expects to finance the proposed construction contract with assistance from the Florida Department of Environmental Protection (which administers a State Revolving Fund loan program supported in part with funds directly made available by grants from the United States Environmental Protection Agency). I am the undersigned prospective construction contractor or subcontractor.

I certify that I have read the Florida Department of Environmental Supplementary Conditions and agree to incorporate the following articles into the bid and/or contract:

ARTICLE 11 DEBARMENT AND SUSPENSION (EXECUTIVE ORDER 12549)

ARTICLE 12 EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)

ARTICLE 13 IMMIGRATION REFORM AND CONTROL ACT OF (STATE OF FLORIDA EXECUTIVE ORDER

11-116)

ARTICLE 14 ENVIRONMENTAL COMPLIANCE

ARTICLE 15 FEDERAL LABOR STANDARDS PROVISION

ARTICLE 16 AMERICAN IRON AND STEEL PROVISION

I agree that I will obtain identical certifications from prospective lower-tier <u>construction</u> subcontractors prior to the award of any lower-tier <u>construction</u> subcontracts with a price exceeding \$10,000. I also agree that I will retain such certifications in my files.

November 16, 2017

(Signature of Authorized Official)

Richard Gibbs, III President

(Name and Title of Authorized Official [Print or Type])

Giannetti Contracting Corporation

(Name of Prospective Construction Contractor or Subcontractor [Print or Type])

1801 NW 18 Street, Pompano Beach, FL 33069
(Address and Telephone Number of Prospective Construction Contractor or Subcontractor [Print or

Type])

38-2477625

(Employer Identification Number of Prospective Construction Contractor or Subcontractor)

APPENDIX B TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION SUPPLEMENTARY CONDITIONS

GOALS AND TIMETABLES FOR MINORITIES AND FEMALES

[Note: These goals and timetables are the goals and timetables referred to in Paragraph 2 of the "Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)"; these goals and timetables are to be included in all FDEP assisted <u>construction</u> contracts and subcontracts with a price exceeding \$10,000 and in all solicitations for such contracts and subcontracts.]

The following goals and timetables for female utilization shall be included in all federal and federally assisted construction contracts and subcontracts in excess of \$10,000. The goals are applicable to the contractor aggregate on-site construction workforce whether or not part of that workforce is performing work on a federal or federally assisted construction contract or subcontract.

Timetable Goals (percent)

Indefinite 6.9

Area covered: Goals for Women apply nationwide.

Goals for minority utilization can be found in the Department of Labor's Technical Assistance Guide for Federal Construction Contractors (May 2009), available on the internet at

http://www.dol.gov/ofccp/TAguides/consttag.pdf. These goals shall be included for each craft and trade in all federal or federally assisted construction contracts and subcontracts in excess of \$10,000 to be performed in the respective geographical areas. The goals are applicable to each nonexempt contractors total onsite construction workforce, regardless of whether or not part of that workforce is performing work on a federal, federally assisted or non-federally related project, contract or subcontract.

Construction contractors which are participating in an approved Hometown Plan (see 41 CFR 60-4.5) are required to comply with the goals of the Hometown Plan with regard to construction work they perform in the area covered by the Hometown Plan. With regard to all their other covered construction work, such contractors are required to comply with the applicable SMSA or EA goal contained in this Appendix.

APPENDIX C TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION SUPPLEMENTARY CONDITIONS

Davis-Bacon Requirements

FEDERAL LABOR STANDARDS PROVISIONS

(Davis-Bacon Act, Copeland Act, and Contract Works Hours & Safety Standards Act)

The Project to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such federal assistance.

1 Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act, 29 CFR Part 3, the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR Part 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- (ii) (a) The sponsor, on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The FDEP shall approve a request for an additional classification and wage rate and fringe benefits; therefore, only when the following criteria have been met:
 - (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (2) The classification is utilized in the area by the construction industry; and
 - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the sponsor(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the sponsor to the FDEP. The FDEP will transmit the request to the Administrator of the Wage and Hour Division, employment Standards Administration, U. S. Department of Labor. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional

classification action within 30 days of receipt and so advise the FDEP or will notify FEDP within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

- (c) In the event that the Contractor, the laborers or mechanics to be employed in the Classification or their representatives, and the sponsor do not agree on the proposed classification and wage rate (including the amount designed for fringe benefits, where appropriate), the FDEP shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of FDEP, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)
- (d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account, assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding.

The sponsor shall, upon written request of the EPA or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, EPA may, after written notice to the contractor, sponsor, applicant, or owners, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017).

- The contractor shall submit weekly for each week in which any contract work is performed, a copy of all payrolls to the sponsor. Such documentation shall be available upon request by FDEP. As to each payroll copy received, the sponsor shall provide a certification that the project is in compliance with the requirements of 29 CFR 5.5(a)(1) with each disbursement request. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a)(3)(I), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead, the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site http://www.dol.gov/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current addresses of each covered worker, and shall provide them upon request to the sponsor for transmission to the FDEP or EPA if requested by EPA, the FDEP, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsor. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149).
- (b) Each payroll submitted shall be accompanied by a Statement of Compliance, signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (1) That the payroll for the payroll period contains the information required to be provided under 29 CFR Part 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR Part 5.5 (a)(3)(I), and that such information is correct and complete;
- (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;
- (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (c) The weekly submission of a properly executed certification set forth on the reverse side of Option Form WH-347 shall satisfy the requirement for submission of the Statement of Compliance required by paragraph A. 3(ii)(b) of this section.
- (d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.
- (iii) The contractor or subcontractor shall make the records required under paragraph A.3(I) of this section available for inspection, copying, or transcription by authorized representatives of the FDEP or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FDEP may, after written notice to the contractor, or sponsor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request to make such records available may be grounds for debarment action pursuant to 29 CFR Part 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U. S. Department of Labor, the Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio

of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program, shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with the determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U. S. Department of Labor, the Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program the contract will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (iii) Equal Employment Opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act Requirements.

The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

6. Subcontracts.

The contractor or subcontractor will insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(I) through (10) and such other clauses as EPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

7. Contract Termination, Debarment.

A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3 and 5 are herein incorporated by referenced in this contract.

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the sponsor, FDEP, EPA, the U. S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

- (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded EPA contracts or participate in EPA programs pursuant to Executive Order 12549.
- (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded EPA contracts or participate in EPA programs pursuant to Executive Order 12549.
- (iii) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U. S. C. 1001. Additionally, U. S. Criminal Code, Section 1010, Title 18, U. S. C., Federal Housing Administration transactions, provides in part □Whoever, for the purpose of . . . influencing in any way the action of such Administration . . . makes, utters or publishes any statement, knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both □

11. Complaints, Proceedings, or Testimony by Employees.

- A. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this contract are applicable shall be discharged or in any other manner discriminated against by the contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this contract to his employer.
- **B.** Contract Work Hours and Safety Standards Act. The sponsor shall insert the following clauses set forth in paragraphs B.(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by item 3 above or 29 CFR 4.6. As used in the paragraph, the terms laborers and mechanics include watchmen and guards.
- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.
- (3) Withholding for unpaid wages and liquidated damages. The sponsor, upon written request of the FDEP or an authorized representative of the Department of Labor, may withhold or cause to be withheld, from any moneys payable on

account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contract, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety

- (1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
- (2) The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly part 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54.83 State 96).
- (3) The contractor shall include the provisions of this Article in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

12. Guidance to Contractor for Compliance with Labor Standards Provisions

a) Contracts with Two Wage Decisions

If the contract includes two wage decisions, the contractor, and each subcontractor who works on the site, must submit either two separate payrolls (one for each wage decision) or one payroll which identifies each worker twice and the hours worked under each wage decision. One single payroll, reflecting each worker once, may be submitted provided the Contractor uses the higher rate in the wage decisions for each identical job classification. However, where a job classification is not listed in a wage decision and is needed for that portion of the work, the classification must be added to the wage decision. A worker may not be paid at the rate for a classification using the hourly rate for that same classification in another wage decision. After the additional classification is approved, the contractor may pay the higher of the two rates and submit one payroll, if desired.

b) Complying with Minimum Hourly Amounts

- 1) The minimum hourly amount due to a worker in each classification is the total of the amounts in the Rates and Fringe Benefits (if any) columns of the applicable wage decision.
- 2) The contractor may satisfy this minimum hourly amount by any combination of cash and bona fide fringe benefits, regardless of the individual amounts reflected in the Rates and Fringe Benefits columns.
- 3) A contractor payment for a worker which is required by law is not a fringe benefit in meeting the minimum hourly amount due under the applicable wage decision. For example, contractor payments for FICA or unemployment insurance are not a fringe benefit; however, contractor payments for health insurance or retirement are a fringe benefit. Generally, a fringe benefit is bona fide if (a) it is available to most workers and (b) involves payments to a third party.
- 4) The hourly value of the fringe benefit is calculated by dividing the contractor's annual cost (excluding any amount contributed by the worker) for the fringe benefit by 2080. Therefore, for workers with overtime, an additional payment may be required to meet the minimum hourly wages since generally fringe benefits have no value for any time worked over 40 hours weekly. (If a worker is paid more than the minimum rates required by the wage decision, this should not be a problem. As long as the total wages received by a worker for straight time equals the hours worked times the minimum hourly rate in the wage decision, the requirement of the Davis-Bacon and Related Acts has been satisfied.)

c) Overtime

For any project work over 40 hours weekly, a worker generally must be paid 150% of the actual hourly cash rate received, not the minimum required by the wage decision. (The Davis-Bacon and Related Acts only establishes minimum rates and does not address overtime. The Contract Work Hours Act contains the overtime requirement and uses basic rate of pay as the base for calculation, not the minimum rates established by the Davis-Bacon and Related Acts.)

d) Deductions

Workers who have deductions, not required by law, from their pay must authorize these deductions in writing. The authorization must identify the purpose of each deduction and the amount, which may be a specific dollar amount or a percentage. A copy of the authorization must be submitted with the first payroll containing the deduction. If deducted amounts increase, another authorization must be submitted. If deducted amounts decrease, no revision to the original authorization is needed. Court-ordered deductions, such as child support, may be identified by the responsible payroll person in a separate document. This document should identify the worker, the amount deducted and the purpose. A copy of the court order should be submitted.

e) Classifications Not Included in the Wage Decision

If a classification not in the wage decision is required, please advise the owner's representative in writing and identify the job classification(s) required. In some instances, the state agency may allow the use of a similar classification in the wage decision.

Otherwise, the contractor and affected workers must agree on a minimum rate, which cannot be lower than the lowest rate for any trade in the wage decision. Laborers (including any subcategory of the laborer classification) and truck drivers are not considered a trade for this purpose. If the classification involves a power equipment operator, the minimum cannot be lower than the lowest rate for any power equipment operator in the wage decision. The owner will provide forms to document agreement on the minimum rate by the affected workers and contractor.

The U.S. Department of Labor (USDOL) must approve the proposed classification and rate. The contractor may pay the proposed rate until the USDOL makes a determination. Should the USDOL require a higher rate, the contractor must make wage restitution to the affected worker(s) for all hours worked under the proposed rate.

f) Supervisory Personnel

Foremen and other supervisory personnel who spend at least 80% of their time supervising workers are not covered by the Davis-Bacon and Related Acts. Therefore, a wage decision will not include such supervisory classifications and their wages are not subject to any minimums under the Davis-Bacon and Related Act or overtime payments under the Contract Work Hours and Safety Standards Act. However, foremen and other supervisory personnel who spend less than 80% of their time engaged in supervisory activities are considered workers/mechanics for the time spent engaged in manual labor and must be paid at least the minimum in the wage decision for the appropriate classification(s) based on the work performed.

g) Sole Proprietorships / Independent Contractors / Leased Workers

The nature of the relationship between a prime contractor and a worker does not affect the requirement to comply with the labor standards provisions of this contract. The applicability of the labor standards provisions is based on the nature of the work performed.

If the work performed is primarily manual in nature, the worker is subject to the labor standards provisions in this contract. For example, if John Smith is the owner of ABC Plumbing and performs all plumbing work himself, then Mr. Smith is subject to the labor standards provisions, including minimum wages and overtime. His status as owner is irrelevant for labor standards purposes.

If a worker meets the IRS standards for being an independent contractor, and is employed as such, this means that the worker must submit a separate payroll as a subcontractor rather than be included on some other payroll. The worker is still subject to the labor standards provisions in this contract, including minimum wages and overtime.

If a contractor or subcontractor leases its workers, they are subject to the labor standards provisions in this contract, including minimum wages and overtime. The leasing firm must submit payrolls and these payrolls must reflect information required to determine compliance with the labor standards provisions of this contract, including a classification for each worker based on the nature of the work performed, number of regular hours worked, and number of overtime hours worked.

h) Apprentices / Helpers

A worker may be classified as an apprentice **only if participating in a federal or state program**. Documentation of participation must be submitted. Generally, the apprentice program specifies that the apprentice will be compensated at a percentage of journeyman rate. For Davis-Bacon Act purposes, the hourly rate cannot be lower than the percentage of the hourly rate for the classification in the applicable wage decision.

If the worker does not participate in a federal or state apprentice program, then the worker must be classified according to duties performed. This procedure may require classification in the trade depending on tools used, or as a laborer if specialized tools of the trade are not used. The contractor may want to consult with the Wage and Hour Division of the U.S. Department of Labor located in most large cities regarding the appropriate classification.

Presently, no worker may be classified as a helper. As with apprentices not participating in a formal apprentice program, the worker must be classified according to duties performed and tools used.

APPENDIX D TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION SUPPLEMENTARY CONDITIONS

American Iron and Steel Requirement

The Contractor acknowledges to and for the benefit of the City of Hollywood(Xowner□) and the State of Florida (the □State□) that it understands that iron and steel products to be installed as a part of this contract must be in compliance with the requirements in H.R. 3547, □Consolidated Appropriations Act, 2014, □(Appropriations Act). H.R. 3547 includes the following language in Division G, Title IV, Sec. 436, under the heading, "Use of American Iron and Steel,":

- (a) (1) None of the funds made available by a State water pollution control revolving fund as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.) or made available by a drinking water treatment revolving loan fund as authorized by section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j-12) shall be used for a project for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used in the project are produced in the United States.
- (2) In this section, the term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.
- (b) Subsection (a) shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency (in this section referred to as the "Administrator") finds that--
 - (1) applying subsection (a) would be inconsistent with the public interest;
- (2) iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
- (3) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.
- (c) If the Administrator receives a request for a waiver under this section, the Administrator shall make available to the public on an informal basis a copy of the request and information available to the Administrator concerning the request, and shall allow for informal public input on the request for at least 15 days prior to making a finding based on the request. The Administrator shall make the request and accompanying information available by electronic means, including on the official public Internet Web site of the Environmental Protection Agency.
 - (d) This section shall be applied in a manner consistent with United States obligations under international agreements.

Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

For waivers to these requirements based on (2)(b) above, contact Sheryl Parsons at USEPA Region IV. She can be reached by phone at (404) 562-9337.



CITY OF HOLLYWOOD DEPARTMENT OF PUBLIC UTILITIES

ENGINEERING AND CONSTRUCTION SERVICES DIVISION

1621 N. 14th Avenue Hollywood, FL 33022 Phone (954) 921-3930 Fax (954) 921-3258

ADDENDUM NO. 2

Item 3

Minority And Women's Business Enterprise Participation Certificate

MINORITY AND WOMEN'S BUSINESS ENTERPRISE PARTICIPATION

| Project Sponsor: Project Number: Contract Description: from S Federal Highway to | | City of Hollywood | | | | | | |
|-----------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------|--------------------------------------------------|--------------------------------------------------------------------------------|--|--|--|--|
| | | City Project No. 14-5122 | | | | | | |
| | | Water Main Replacement Program Moffett Street to Hollywood Boulevard | | | | | | |
| | | the Intracoastal Waterway | | | | | | |
| | | | | omen's Business Enterprise participation west, responsive, responsible bidder, | | | | |
| | Giann | etti Contr | acting Corporation | | | | | |
| | | | (Firm's Name | :) | | | | |
| and it has be | | d to ens | ure that the bidder has s | atisfactorily carried out the following | | | | |
| Included qualified minority and women's businesses on solicitation lists. | | | | | | | | |
| 2) | Solicited | Solicited minority and women's businesses whenever they are potential sources. | | | | | | |
| 3) | Divided total requirements, when economically feasible, into small tasks or quantities to permit maximum participation by minority and women's businesses. | | | | | | | |
| 4) | Where feasible, established delivery schedules which will encourage participation by minority and women's businesses. | | | | | | | |
| 5) | Business | s Develo | | U.S. Department of Commerce's Minority and the U.S. Small Business s. | | | | |
| (Note: The make it avai | | | | documentation in the project file and | | | | |
| | | Color I have I have in | s made a good faith effo on in this contract. | ort to facilitate Minority and Women's | | | | |
| | | | | recipient, hereby certify that all knowledge and belief. | | | | |
| | 00 | TE | | November 21, 2017 | | | | |
| | (Sign | ature) | Richard Gibbs, III | (Date) | | | | |
| | | | | | | | | |
| | | Presider | nt of Giannetti Contracting C | prporation | | | | |
| | | | ame and Title of Autho | | | | | |
| | (May | or, City | Manager, Commission | er, President, owner, etc.) | | | | |



STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD 2601 BLAIR STONE ROAD TALLAHASSEE FL 32399-0783 (850) 487-1395

APOSTOL, NICHOLAS JAMES GIANNETTI CONTRACTING CORPORATION 6340 SIMS DR STERLING HEIGHTS MI 48313

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CGC1519762

ISSUED: 08/28/2016

CERTIFIED GENERAL CONTRACTOR APOSTOL, NICHOLAS JAMES GIANNETTI CONTRACTING CORPORATION

IS CERTIFIED under the provisions of Ch. 489 FS.
Expiration date: AUG 31, 2016 L1608280002999

DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER

CGC1519762

The GENERAL CONTRACTOR Named below IS CERTIFIED Under the provisions of Chapter 489 FS. Expiration date: AUG 31, 2018



APOSTOL, NICHOLAS JAMES
GIANNETTI CONTRACTING CORPORATION
1801 NW 18TH AVENUE
POMPANO BEACH FL 33069



BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 - 954-831-4000 VALID OCTOBER 1, 2017 THROUGH SEPTEMBER 30, 2018

DBA:
Business Name: GIANNETTI CONTRACTING CORPORATION

Receipt #: 180-271092 GENERAL CONTRACTOR

Business Type:

Owner Name: NICHOLAS JAMES APOSTOL

Business Location: 1801 NW 18 ST

POMPANO BEACH

Business Opened:08/12/2015

State/County/Cert/Reg:CGC1519762

Exemption Code:

Business Phone: 9547928104

Rooms

Seats

Employees 6

Machines

Professionals

| | For Vending Business Only | | | | | | | |
|------------|-----------------------------------|---------|---------|-------------|-----------------|------------|--|--|
| | Number of Machines: Vending Type: | | | | | | | |
| Tax Amount | Transfer Fee | NSF Fee | Penalty | Prior Years | Collection Cost | Total Paid | | |
| 27.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 27.00 | | |

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT

WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

GIANNETTI CONTRACTING CORPORATION 6340 SIMS DR STERLING HEIGHTS, MI 48313

Receipt #01A-16-00006578 Paid 07/18/2017 27.00

2017 - 2018



RICK SCOTT GOVERNOR 1005 Suvannee Street Fullahussee, FL 32300-0.150 RACHEL D. CONE INTERIM SECRETARY

April 5, 2017

GIANNETTI CONTRACTING CORPORATION 6340 SIMS DR STERLING HEIGHTS MI 48313

RE: CERTIFICATE OF QUALIFICATION

Dear Sir/Madam:

The Department of Transportation has qualified your company for the type of work indicated below. Unless your company is notified otherwise, this Certificate of Qualification will expire 5/30/2018. However, the new application is due 3/31/2018.

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.

If your company's maximum capacity has been revised, you can access it by logging 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, GRADING, WATER MAINS, SEWER

You may apply 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 (F.A.C.), by accessing your most recently approved application as shown above and choosing "Update" instead of "View." 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.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

Alan Autry, Manager

Contracts Administration Office

AA:cj

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, 2017, that its most recent annual report/uniform business report was filed on August 30, 2017, and that 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 the State of Florida at Tallahassee, the Capital, this the Thirtieth day of August, 2017



Cen Deforman Secretary of State

Tracking Number: CU1251500885

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

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

CONSENT RESOLUTION OF THE SHAREHOLDERS OF GIANNETTI CONTRACTING CORPORATION

This Consent Resolution of the Shareholders of Giannetti Contracting Corporation, a Michigan corporation (the "Corporation") is approved as of this 1st day of September, 2015 by the undersigned Shareholders.

The purpose of this Consent Resolution is to set forth the Officers of Giannetti Contracting Corporation as of the date hereof. The undersigned Shareholders, being all the Shareholders of Giannetti Contracting Corporation, hereby agree as follows:

IT IS HEREBY RESOLVED, that the following individuals shall act as Officers of the Corporation:

INDIVIDUAL

OFFICE

Richard Gibbs III

President / Treasurer

Nicholas Apostol

Vice President / Secretary

IT IS HEREBY FURTHER RESOLVED, that the following Officer are hereby elected and shall serve on behalf of the Corporation until such time as duly removed by the Shareholders.

Richard Gibbs III. President, Treasurer and

Shareholder

Nicholas Apostol, Vice President, Secretary, and

Shareholder

Angelina Gjannetti, Director and Co-Trustee of the Ricky L. Giannetti Family Trust,

Dated August 1, 2006, Shareholder

Frank lannuzzi, Co-Trustee of the Ricky L.

Giannetti Family Trust, Dated August 1, 2006, Shareholder

GIANNETTI CONTRACTING CORPORATION COMPLETED PROJECT REFERENCES

BROWARD COUNTY WATER AND WASTEWATER SERVICES 2555 WEST COPANS ROAD, POMPANO BEACH, FLORIDA 33069

PAT MACGREGOR, P.E. 954-831-0904 pamacgregor@broward.org

COUNTY NEIGHBORHOOD IMPROVEMENT PROJECT BID PACK #11 - BID NO. 1152/8629

\$17,613,539.50

SCOPE OF WORK: 49,000 OF WATERMAIN, 45,000 LF OF RECLAIMED WATERMAIN, 29,350 LF OF STORM SEWER, 44,870 LF OF SANITARY SEWER UP TO 16' DEPTHS, 1,630 LF OF FORCEMAIN, 750 SEWER LATERALS WITH PRIVATE SIDE SEWER TO HOMES, 780 WATER SERVICES INCLUDING PRIVATE PROPERTY CONNECTIONS TO EXISTING 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.

COMPLETED SEPTEMBER 2014

BROADVIEW PARK BID PACK # 3 NEIGHBORHOOD IMPROVEMENT PROJECT

\$13,919,000.00

SCOPE OF WORK: 45,000 LF OF SANITARY SEWER, 1,032 SEWER LATERALS, 20,000 LF OF STORM SEWER. 6,200 LF OF FORCE MAIN, LIFT STATION, AND 150,000 SY OF NEW ROADWAYS, SIDEWALKS, DRIVEWAYS, CURBS AND GUTTERS.

COMPLETED APRIL 2013

AIR RELEASE VALVE REPAIR REPLACEMENT ON SAMPLE RD

\$177,675.00

SCOPE OF WORK: REMOVAL AND REPLACEMENT OF 11 AIR RELEASE VALVES AND STRUCTURES LOCATED IN SAMPLE ROAD RIGHT-OF-WAY.

COMPLETED DECEMBER 2012

UAZ 308 WATER & SEWER IMPROVEMENTS

\$6,488,392.00

SCOPE OF WORK: 16,500 LF OF SANITARY SEWER, 340 SEWER LATERALS, 19,800 FEET OF WATERMAIN, 1,300 LF OF FORCE MAIN, LIFT STATION, EXCAVATION AND REPLACEMENT OF 65,000 SY OF NEW ROADWAYS, SIDEWALKS, DRIVEWAYS, CURBS AND GUTTERS.

COMPLETED JUNE 2012

UAZ 303 WATER & SEWER IMPROVEMENTS

\$1,782,302.00

SCOPE OF WORK: 3,400 LF OF GRAVITY SANITARY SEWER, WITH 18 LATERALS AND MODIFICATIONS OF 2 LIFT STATIONS, 8,000 LF OF 4" - 16" WATER MAIN, 34 WATER SERVICES, CUTTING CAPPING, AND ABANDONMENT OF EXISTING WATER MAINS

COMPLETED MARCH 2012

UAZ 307 & 315 WATER & SEWER IMPROVEMENTS

\$5,674,404.00

SCOPE OF WORK: 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 OF PUMPS AT EXISTING LIFT STATIONS, 2,000 LF OF FORCEMAIN, ROADWAY EXCAVATION AND REPLACEMENT OF BASE AND ASPHALT APPROXIMATELY 49,000 SY

COMPLETED NOVEMBER 2011

CITY OF NORTH LAUDERDALE 701 SOUTHWEST 71ST AVENUE, NORTH LAUDERDALE, FLORIDA 33068

GEORGE KRAWCZYK 954-597-4756 gkrawczyk@nlauderdale.org

HIGHLAND COURT IMPROVEMENTS

\$274,611.00

SCOPE OF WORK: WATERMAIN WITH SERVICES, STORM SEWER, SANITARY SEWER WITH LATERALS, PARKING LOT REPLACEMENT, CONCRETE CURBS GUTTERS AND SIDEWALKS FOR HIGHLAND COURT COMPLEX

COMPLETED JANUARY 2013

CENTRAL BROWARD WATER CONTROL DISTRICT 8020 STIRLING ROAD, HOLLYWOOD, FLORIDA 33023 DON SHAVER 954-739-6400 dshaver@craventhompson.com

N-30 CANAL CULVERT EXTENSION

\$747,000.00

SCOPE OF WORK: 2,534 LF OF 60" RCP STORM SEWER, WITH HEADWALL & PRECAST STRUCTURES

COMPLETED APRIL 2013

PALM BEACH COUNTY WATER UTILITIES DEPARTMENT 8100 FOREST HILL BOULEVARD, WEST PALM BEACH, FLORIDA 33413

JOE TANACREDI 561-493-6088 jtanacredi@pbcwater.com

BELVEDERE HOMES PHASE 2

\$3,894,000.00

SCOPE OF WORK: 5,800 LF OF 15" - 48" STORM SEWER, 16,000 LF OF WATERMAIN 8" - 12" DIAMETER, 14,000 LF OF 8" VACUUM SEWER, VACUUM PITS AND LATERALS, WATER SERVICES, ROADWAY RESTORATION, SWALE GRADING, DRIVEWAYS, AND SIDEWALK REPLACEMENT.

COMPLETED FEBRUARY 2013

FLORIDA KEYS AQUEDUCT AUTHORITY 1100 KENNEDY DRIVE, KEY WEST, FLORIDA 33041 JOE IVEY 305-295-2158 jivey@fkaa.com ENGINEER: CH2MHill

CUDJOE REGIONAL WASTEWATER INNER ISLANDS COLLECTION SYSTEM & TRANSMISSION SYSTEM

\$35,722,810.00

NOTICE TO PROCEED: 1/24/2013 1080 DAYS COMPLETION: 12/2015

SCOPE OF WORK: 15,600 LF OF WATERMAIN, 164,625 LF OF FORCEMAIN & TRANSMISSION MAIN, 73,880 LF OF GRAVITY SEWER, 33 SANITARY LIFT STATIONS, 7,100 LF OF 8" HDPE SLIP LINING, DIRECTIONAL BORING, 2 MASTER LIFT STATIONS, 33 DEWATERING INJECTION WELLS, 572 GRINDER PUMP STATIONS, 2 BRIDGE CROSSINGS, TRENCH RESTORATION, ASPHALT MILLING AND OVERLAY

COMPLETED DECEMBER 2015

CUDJOE REGIONAL WASTEWATER COLLECTION SYSTEM DESIGN BUILD PROJECT FOR OUTER ISLANDS OSCAR BELLO 954-650-0164 oscar.bell@reynoldscon.com

\$14,591,360.93

CONTRACTOR: REYNOLDS CONST. (FORMERLY LAYNE) SUB-CONTRACTOR: GIANNETTI CONTRACTING

NOTICE TO PROCEED: 5/2014

DAYS

SCOPE OF WORK: 8,000 LF OF WATERMAIN, 5,000 LF OF FORCEMAIN 50,000 LF OF GRAVITY SEWER, 18 SANITARY LIFT STATION, 18 DEWATERING INJECTION WELLS, TRENCH RESTORATION, AND ASPHALT OVERLAY.

COMPLETED SUMMER 2016

FLORIDA KEYS AQUEDUCT AUTHORITY 1100 KENNEDY DRIVE, KEY WEST, FLORIDA 33041 RAY SHIMOKUBO 305-296-2454 rshimokubo@fkaa.com

BIG COPPITT WASTEWATER SEWER COLLECTION SYSTEM ROCKLAND KEY, ROCKLAND GULF, & GEIGLER KEY

\$12,500,000.00

SCOPE OF WORK: INSTALLATION OF 38,000 LF OF 8" GRAVITY SEWER WITH 400 SEWER LATERALS, 11,000 LF OF LOW PRESSURE FORCE 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.

COMPLETED NOVEMBER 2009

24" WATER MAIN INSTALLATION FROM MILE MARKER 12.5 TO STOCK ISLAND TOM MORGAN 305-296-2454

\$3,300,000.00

SCOPE OF WORK: 38,000 LINEAR FEET OF 24" DIP WATER MAIN ALONG US1 DOT RIGHT-OF-WAY, 7 METER VAULTS & 1 BRIDGE CROSSING

COMPLETED 1998

CITY OF FORT LAUDERDALE

100 NORTH ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301

JEAN EXAMOND (561) 577-5427 CAPITAL IMPROVEMENT'S PROGRAM LARRY BOWER (954) 520-1713

SHADY BANKS SMALL WATER MAIN REPLACEMENT PROJECT # 11471

\$1,149,074.00

SCOPE OF WORK: 7,000 LF OF 6" - 8" WATER MAIN REPLACEMENT, WITH 134 WATER SERVICES, ASPHALT TRENCH PATCH, ASPHALT OVERLAY, CUT PLUG AND GROUT ABANDONMENT OF EXISTING WATER MAINS

COMPLETED JANUARY 2014

EMERGENCY 18" SEWER REPAIRS ON NE 19TH AVE

\$433,200.00

SCOPE OF WORK: REPLACE APPROXIMATELY 400 LF OF COLLAPSED 18" SANITARY SEWER WITH BYPASS PUMPING, ASPHALT TRENCH REPLACEMENT, ASPHALT OVERLAY

COMPLETED OCTOBER 2012

EMERGENCY REPAIRS AT WWTP

\$69,678.00

SCOPE OF WORK: EMERGENCY REPAIRS TO EXISTING 48" - 60" WATER MAIN AT WWTP. INSTALL 460 FEET OF FLANGED AND MJ 48" DIP WATERMAIN WITH REMOVAL OF EXISTING 54" & 60" PCCP. CONNECTION TO EXISTING 48" & 60" WATER MAINS

COMPLETED 2011

DAVIE BLVD 54" FORCE MAIN EXTENSION

\$1,672,000.00

SCOPE OF WORK: 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.

COMPLETED NOVEMBER 2009

CITY OF MIAMI 1100 KENNEDY DRIVE, KEY WEST, FLORIDA 33041

NORTH BAYSHORE DRIVE IMPROVEMENTS

\$1,257,935.00

SCOPE OF WORK: STORM SEWER REPLACEMENT WITH DRAINAGE WELLS, EXCAVATION AND EMBANKMENT, CONCRETE CURBS AND GUTTERS, SIDEWALKS, ASPHALT ROADWAY REPLACEMENT, LANDSCAPING AT NORTH BAYSHORE DRIVE APPROXIMATELY 3,000 FEET OF ROADWAY & UTILITIES ASSOCIATED WITH RESTORATION.

COMPLETED DECEMBER 2009

INDIAN RIVER COUNTY UTILITIES DEPARTMENT 1801 27th STREET, VERO BEACH, FLORIDA 32960 LARRY BROWN 772-770-5300 ECKLER ENGINEERING, DON ECKLER 954-510-4700

MITIGATED SEWER ROCKRIDGE SUBDIVISION

\$6,700,000.00

SCOPE OF WORK: 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, LATERALS ON PRIVATE PROPERTY FOR 413 RESIDENTS, 2,100 LF OF 8" FORCE MAIN, 1 JACK AND BORE

COMPLETED DECEMBER 2007

COUNTY ROUTE 510 WATERMAIN AND FORCEMAIN INDIAN RIVER COUNTY, LARRY BROWN 772-770-5300

\$2,378,000.00

SCOPE OF WORK: INSTALLATION OF 12,000 LF OF 14" WATERMAIN AND FORCEMAIN BY DIRECTIONAL DRILL INSTALLATION OF 1,400 LF OF WATERMAIN OPEN CUT METHOD

COMPLETED DECEMBER 2008

DEPARTMENT OF VETERANS ADMINISTRATION STATE OF MICHIGAN JIM HESS AT URS CORORATION (248) 204-5900

GREAT LAKES NATIONAL CEMETERY PHASE 1

\$9,800,000.00

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

COMPLETED JUNE 2007

TOWN OF JUPITER 210 MILITARY TRAIL, JUPITER, FLORIDA 33458

STEVE MONTEMAYOR (561) 741-2580

SOUTH PENNOCK LANE IMPROVEMENTS

\$800,000.00

SCOPE OF WORK: WIDENING OF 3,000 LF OF ROADWAY WITH EXCAVATIONS, STORM SEWERS, CURBS AND GUTTERS, TRAFFIC SIGNALAZATION, ASPHALT PAVING & OVERLAY & STRIPING.

COMPLETED DECEMBER 2008

CITY OF HALLANDALE BEACH 400 SOUTH FEDERAL HIGHWAY, HALLANDALE, FLORIDA 33009 GORDON DOBBINS

20" FORCE MAIN EXTENSION

\$880,000.00

SCOPE OF WORK: 2,000 LF OF 20" FORCEMAIN EXTENSION, ONE 30" DIRECTIONAL BORE CASING PIPE WITH 20' CARRIER PIPE TOTAL OF 500 LF ACROSS US HWY 1, PAVEMENT RESTORATION AND REPAIRS.

COMPLETED DECEMBER 2008

CITY OF HOLLYWOOD 2600 HOLLYWOOD, FLORIDA 33021

CLECE AURELUS, PE 954-921-3930 caurelus@hollywoodfl.org

WATER MAIN REPLACEMENT PROGRAM PHASE 1 HOLLYWOOD BLVD TO JOHNSON ST FROM N 46TH AVE TO N 52ND AVE

\$2,363,773.00

SCOPE OF WORK: 27,000 LF OF 4" - 12" WATERMAIN WITH 150 WATER SERVCES, CUT, CAP AND GROUT ABANDONMENT OF EXISTING WATERMAINS, ASPHALT TRENCH REPLACEMENT, AND ASPHALT OVERLAY

COMPLETED JULY 2014

WATER MAIN REPLACEMENT PROGRAM-SHERIDAN ST to PERSHING ST - N 22 AVENUE to N 24 AVENUE

\$2,868,708.00

SCOPE OF WORK: 28,500 LF OF 4" - 8" WATERMAIN, 8 INCH HDPE DIRECTIONAL DRILLING, 356 WATER SERVICES, AND 46,000 SY ROAD RESTORATION.

NOTICE TO PROCEED: JUNE 2015 365 DAYS COMPLETION: JULY 2016

WATER MAIN REPLACEMENT PROGRAM PHASE II, NORTH 72ND AVE - NORTH 76TH AVE FROM POLK ST TO JOHNSON ST

\$3,684,607.50

SCOPE OF WORK: 27,025 LF OF 4" - 12" WATERMAIN WITH 377 WATER SERVICES AND 605 RESIDENTIAL HOME CONNECTIONS, ASPHALT TRENCH REPLACEMENT, AND ASPHALT OVERLAY

NOTICE TO PROCEED: 8/2014 365 DAYS COMPLETION: 8/2015

Richard Gibbs, III, President/Treasurer 1801 NW 18th STREET

POMPANO BEACH, FLORIDA 33069 Ph: 954-972-8104 Fax: 954-972-8108

richie@aiannetticorp.com



Richie Gibbs has over 22 years' construction experience as a project manager, estimator, superintendent, foreman, and general partner, in the underground construction industry with governmental agencies in Florida and Michigan. Richie also has experience in commercial construction including custom home building in Michigan and Florida over the past 21 years. Richie is "hands-on" with all current projects in the South Florida area.

EMPLOYMENT:

Giannetti Contracting Corp. 1995 - Present

Chief Operating Officer/ Treasurer/ President

RECENT PROJECTS:

Florida Keys Aqueduct Authority – Cudjoe Inner Islands 2013 – 2016 Contract \$45,119,495.13.

Environmentally sensitive complete sewer replacement for Cudjoe, Upper Sugarloaf, and Summerland Keys. The
transmission main along US-1 is also being replaced from MM 19 to 25.Project includes over 300,000 LF of water
main, low pressure force main, open cut force main, gravity sewer main, slip lining, and directional bores from 1-1/2"
to 16" in diameter. Project also includes 31 area lift stations and 2 master lift stations and 200,000 SY of 1" Asphalt
Overlay. The project is currently over 90% completion.

Broward County - North County Neighborhood Improvements Bid Pack # 11 - 2011 - 2014 Contract Amount: \$17,807,186.

Project included over 188,000 LF of new drainage, water main, gravity sewer main, force main, reclaimed water
main from 4" to 48" in diameter. Over 124,000 SY of new roadway construction, sidewalks, driveway aprons, and
sodded swales where also installed throughout entire neighborhood.

Palm Beach County Water Utilities Department – Belvedere Homes Phase 2 - 2012-2013 Contract Amount: \$ 4,252,998.

Over 24,000 LF of new drainage, water main, and vacuum sewer main from 4" to 42" in diameter. Project also
included 1" milling and overlay as well as over 16,000 SY of new roadway construction, sidewalks, driveway aprons,
and sodded swales were also installed throughout entire neighborhood.

Broward County - Utility Analysis Zone Improvement Program (UAZ) 308 - 2011-2013 Contract Amount: \$6,488,292.

Project included over 50,000 LF of new water main, gravity sewer main, and force main from 6" to 10" in diameter.
 Over 50,000 SY of new roadway construction, sidewalks, driveway aprons, and sodded swales where also installed throughout entire neighborhood.

Broward County – Broadview Park Neighborhood Improvement Project – Bid Pack #3 - 2010 - 2013 Contract Amount: \$13,261,559.

Project included over 72,000 LF of new drainage, gravity sewer main, and force main from 8" to 24" in diameter.
 Over 150,000 SY of new roadway construction, sidewalks, driveway aprons, and sodded swales where also installed throughout entire neighborhood.

Broward County – Utility Analysis Zone Improvement Program (UAZ) 307 & 315 - 2009 - 2011 Contract Amount: \$5,949,866.

Project included over 38,000 LF of new water main, gravity sewer main, and force main from 4" to 12" in diameter.
 Over 36,000 SY of new roadway construction, sidewalks, driveway aprons, and sodded swales where also installed throughout entire neighborhood.

LICENSES AND CERTIFICATIONS:

OSHA Qualified Person

Nicholas J. Apostol, V.P. / Secretary 1801 NW 18th STREET POMPANO BEACH, FLORIDA 33069

Ph: 954-972-8104 Fax: 954-972-8108





Nick Apostol has over 29 years' underground utility construction experience with governmental agencies and also commercial vertical construction as project manager, estimator, superintendent, foreman, general partner and controller. As Vice President and Controller of Giannetti Contracting, Nick oversees all contracts, pay estimates and financials for both Michigan and Florida.

EMPLOYMENT:

Giannetti Contracting Corp. 1990 - Present

Vice-President / Secretary

Oakland County Drain Commissioners

Oakland, MI

1988-1990

Construction Inspector

RECENT PROJECTS:

Florida Keys Aqueduct Authority - Cudjoe Inner Islands 2013 - 2016 Contract \$45,119,495.13.

Environmentally sensitive complete sewer replacement for Cudjoe, Upper Sugarloaf, and Summerland Keys. The transmission main along US-1 is also being replaced from MM 19 to 25. Project includes over 300,000 LF of water main, low pressure force main, open cut force main, gravity sewer main, slip lining, and directional bores from 1-1/2" to 16" in diameter. Project also includes 31 area lift stations and 2 master lift stations and 200,000 SY of 1" Asphalt Overlay. The project is currently over 90% completion.

Broward County - North County Neighborhood Improvements Bid Pack # 11 - 2011 - 2014 Contract Amount: \$17,807,186.

Project included over 188,000 LF of new drainage, water main, gravity sewer main, force main, reclaimed water main from 4" to 48" in diameter. Over 124,000 SY of new roadway construction, sidewalks, driveway aprons, and sodded swales where also installed throughout entire neighborhood.

Broward County - Utility Analysis Zone Improvement Program (UAZ) 308 - 2011-2013 Contract Amount: \$6,488,292.

Project included over 50,000 LF of new water main, gravity sewer main, and force main from 6" to 10" in diameter. Over 50,000 SY of new roadway construction, sidewalks, driveway aprons, and sodded swales where also installed throughout entire neighborhood.

Palm Beach County Water Utilities Department - Belvedere Homes Phase 2 - 2012 - 2013 Contract Amount: \$4,252,998.

Over 24,000 LF of new drainage, water main, and vacuum sewer main from 4" to 42" in diameter. Project also included 1" milling and overlay as well as over 16,000 SY of new roadway construction, sidewalks, driveway aprons, and sodded swales were also installed throughout entire neighborhood.

Broward County - Broadview Park Neighborhood Improvement Project - Bid Pack #3 - 2010 - 2013 Contract Amount: \$13,261,559.

Project included over 72,000 LF of new drainage, gravity sewer main, and force main from 8" to 24" in diameter. Over 150,000 SY of new roadway construction, sidewalks, driveway aprons, and sodded swales where also installed throughout entire neighborhood.

EDUCATION:

Central Michigan University, Bachelor of Science, Construction Technology, 1989,

LICENSES AND CERTIFICATIONS: Florida General Contractor, Michigan Licensed Residential Builder, OSHA Qualified Person, Florida Stormwater Inspector, ATTSA Florida Advanced

VICTOR G. MENOCAL 1801 NW 18th STREET POMPANO BEACH, FLORIDA 33069 Ph: 954-972-8104 Fax: 954-972-8108



Mr. Menocal has over 19 years' experience in construction management since Feb. 1998. He has the experience of overseeing projects ranging from \$1.5 million up to \$177 million. Mr. Menocal has completed over 200,000 LF of water main 8-inch diameter or greater. Furthermore, he has over 8 years of Design/Build experience. The project scopes ranges from water main, gravity sewer, force mains, drainage, pump stations, lift stations, directional drilling, streetscape improvements, lighting, traffic signal improvements, ITS, neighborhood improvements and bridges. His experience includes approximately nine major neighborhood improvement projects of over 1,200 homes each. Mr. Menocal has an excellent knowledge of construction software such as Primavera Project Planner, SureTrak, Microsoft Projects, Expedition, E-Builder and others.

EMPLOYMENT:

Giannetti Contracting Corp. 2016 - Present Senior Project Manager

Ric-Man International, Inc. – Pompano Beach, FL Project Manager, up to \$21M in projects (2009-2016)

Condotte America – Miami, FL Project Manager, up to \$177M in projects (2008-2009)

A² Group, Inc. – Miami, FL Project Manager, up to \$200M in projects (1999-2008)

RECENT PROJECTS:

Project: Town of Surfside Utility Upgrade Project

Owner: Town of Surfside

Reference: Randy Stokes - 954-494-7497 Construction Cost: \$18.3 Mil - 2014

Role: Senior Project Manager

Description: Project consisted of water, drainage, and roadway infrastructure improvements to a neighborhood composed of 770 residences and 35 businesses. Water construction included installing 34,000 feet of new 8-inch DIP (connecting hundreds of homes in both the front and rear) and abandoning 17,000 feet of existing water main. Drainage construction included installing 17,000 feet of 18- to 54-inch HDPE and RCP; connecting over 250 structures and 6 pump stations. Roadway construction included 134,000 SY of roadwork, 6,000 SY of sidewalks & driveways, 2,500 feet of curb & gutter, 24,000 SY of swale reconstruction, planting or relocating over 1,100 trees. This project required major coordination with homeowners, businesses, two schools, a hospital, and public transportation to minimize our impact on residents and commerce.

Project: Section 5 Project Installation of 48-Inch PCCP

Owner: Miami-Dade Water & Sewer Department

Reference: George Aguiar (786-229-0859), Pedro Vigil (305-205-5152), Nelson Cespedes (786-552-8142), Larry Goodwin

(786-295-3754)

Construction Cost: \$450,000 - 2015 (200 LF of 48" PCCP)

Role: Sr. Project Manager/Construction Manager

Description: This project was performed for Condotte/CAC/DeMoya, J.V. and it was located on NW 72nd Avenue from NW 8th Street thru NW 12th Street. The project consisted of 48" PCCP including restrained pipe, fittings, closures and connections to existing 48" PCCP. The path of the pipe was on NW 72nd Ave a 6 lane road with extreme heavy traffic. Several businesses existed along the path requiring difficult coordination and access at all times. The worked involved; critical demolition of existing PCCP, removing sewage from existing pipe, sheeting and shoring, extensive de-watering, deep excavations, installation of access manholes and air releases, dealing with heavy traffic, working on weekends, nights and multiple crews. Difficult utility support and crossings. The project had tight time restraints due to existing lines requiring minimal shut down period. We succeeded in completing the Installation and connection within the scheduled time frame.

Project: Sunset Islands 3 & 4 Infrastructure Imp.

Owner: City of Miami Beach

Reference: Fernando Paiva, Project Manager - 305-970-9815

Construction Cost: \$7.7 Mil - Ongoing **Role:** Senior Design/Build Project Manager

Description: Design / Build Project which consists of pavement reconstruction, overhead utility undergrounding, sidewalk construction, water main improvements, water meter replacement, water service conversation from rear easements to right-of-way, storm drainage infrastructure including 2 pump stations, sanitary sewer lining, new conduits, conductors and services points for retrofitting existing lighting system and streetscape/planting improvements.

Project: Broadview Park BP 2 NIP Owner: Broward County WWSS

Reference: Pat Sweet, Project Manager - 954-931-3732

Construction Cost: \$17.2 Mil - 2010

Role: Project Manager

Description: Project consisted of sewer and drainage infrastructure improvements to a neighborhood of 760 homes. Sewer installation included 36,500 feet of 6- to 20-inch PVC and DIP gravity sewer with 150 manholes, 3 sewer lift stations, and 14,500 feet of 6- to 12-inch force main. Drainage installation included 16,700 feet of 15- to 24-inch RCP and HDPE pipe and 170 structures. The project required the full reconstruction of 100,000 SY of asphalt including two 1-1/2 inch lifts. This design also included the reclaiming of 65,000 SY of swales for drainage storage.

Project: SW 6 & 7 Utilities Extension Project Area 3

Owner: City of Cape Coral

Reference: Paul Clingham - 239-574-0464 Construction Cost: \$9.7 Mil - 2015

Role: Senior Project Manager

Description: The project consisted of potable water, irrigation, sanitary sewer, stormwater drainage, and hardscape infrastructure improvements to a neighborhood composed of 844 homes and 2 bridges in Cape Coral, Florida. Potable water improvements included installing 39,800 feet of 6- to 8-inch PVC water main with 438 services for 734 meters, 34 fire hydrants, and an aerial crossing. Irrigation improvements included installing 43,790 feet of reclaimed 4- to 16-inch irrigation mains with 498 irrigation services for 844 meters, as well as a 4-inch and a 16-inch aerial crossing. Stormwater drainage improvements included installing, 5,200 feet of 15- to 36-inch HDPE & PVC main, 400 feet of 12x18- to 24x38-inch elliptical HDPE main, and 127 inlet structures. Sanitary sewer improvements included installing 41,100 feet of 8-inch PVC gravity sewer mains up to 16-feet deep including 98 manhole structures and 540 single and double services, 2 wastewater lift station, and 5,620 feet of 6-inch PVC force main. Hardscape and landscape improvements included 100,000 square yards of roadway reconstruction and hardscape restoration, 95,000 square yards of swale reconstruction, and 11,700 square yards of driveways.

Project: Flamingo Lummus Streetscape Imp. BP 10E

Owner: City of Miami Beach

Reference: Thais Vieira, R.A. - 305-673-7071 Construction Cost: \$4.4 Mil. - 2011 (60" RCP)

Role: Design/Build Project Manager

Description: Design/Build Project which consisted of water, drainage, and roadway infrastructure improvements to a neighborhood composed of 1,600 residences and 65 businesses. Water construction included installing 4,600 feet of new 6-to 8-inch DIP and abandoning 5,100 feet of existing water main. Drainage construction included installing 3,500 feet of 15-to 48-inch HDPE and RCP connecting over 70 structures and gravity wells, as well as 900 feet of 3- by 5-foot box culvert. Roadway construction included over 36,000 SY of roadwork, 4,500 SY of sidewalk, driveway & paver work, 9,500 feet of curb & gutter, 65,000 SY of swale reconstruction, planting or relocating over 200 trees; as well as signalization, decorative lighting, and installing 1,000 feet of FPL conduit. This project required major coordination with residents, a school, public transportation, restaurants, nightclubs, and other businesses to minimize our impact on residents and commerce.

Project: Prairie Avenue Drainage Improvements Phase II

Owner: City of Miami Beach

Reference: Hermes Diaz, PWD Project Mgr - 305-799-3611

Construction Cost: \$550K - 2012 **Role:** Senior Project Manager

Description: Project consisted of drainage improvements, roadway reconstruction, hardscape improvements and landscape

improvements along Prairie Avenue from 23rd Street to 28th Street.

Project: FDOT District 6 Section 2 Project (Personal Exp.)

Owner: FDOT District 6

Construction Cost: \$177 Mil. - 2008 - 2009 Role: Design/Build Project Manager

Description: This was a design/build/finance project for the Florida Department of Transportation District IV. The work consisted of the addition of one general use lane in each direction, auxiliary lanes between all interchanges; interchange improvements and, operation safety improvements long the SR826 mainline and ramps. The Interchanges that will be improved with this project are the SR826 Interchanges at SW 56 Street/Miller Drive, Sr874/Don Shula Expressway and SW 40 Street/Bird Road. Four of the bridges are over the CSX railroad and are comprised of steel girders. The other interchange bridges are design with concrete beams (AASHTO Type IV, Mod. Bulb Tee, Florida I Beams). This project also includes a new pedestrian bridge, new drainage, lighting, landscaping, ITS and signalization Improvements

Project: Broadview Park BP 4 20-Inch WM

Owner: Broward County WWSS

Reference: Pat Sweet, Project Manager - 954-931-3732

Construction Cost: \$1.7 Mil - 2009

Role: Project Manager

Description: Due to our performance and qualifications this project was negotiated added scope to our Broadview Park Bid Pack 2 contract. This Neighborhood improvement project consisted of potable water main infrastructure improvements to the City of Plantation's Broadview Park neighborhood along State Road 441, a six-lane commercial road with over 60 businesses. Water infrastructure improvements consisted of installing 8,300 feet of 10- to 20-inch ductile iron water main (most of the work at night due to heavy traffic) and 16 air-release and butterfly valves, including 765 feet of directional drilling required to run the water main below Sunrise Boulevard, a six-lane bridge overpass plus access lanes and canal. Additional streetscape improvements included 14,500 square yards of roadwork and installing 12 traffic detection loops, as well as new curb & gutters, landscaping, and irrigation.

Project: Venetian Causeway Water Main Crossings

Owner: City of Miami Beach

Reference: Robert Rodriguez, Capital Projects Coord. - 305-673-7070

Construction Cost: \$1.0 Mil. - 2011 Role: Senior Project Manager

Description: Project consisted of water infrastructure improvements to the San Marino, Dilido, and Rivo Alto islands along the Miami Beach portion of the Venetian Causeway. Water construction consisted of installing 2,800 linear feet of 4- to 16-inch ductile iron water main, 33 water services, and 6 new fire hydrants. Construction required complex MOT to contend with heavy vehicle and pedestrian traffic; as well as direct coordination between multiple city departments and the contractor performing future roadway improvements.

LICENSES AND CERTIFICATIONS:

Work Zone Traffic Control – M.O.T. Advanced Level Cert. Occupational Safety & Health Association – 30 Hour Training Army Corp of Engineers – CQM for Contractors OSHA 3015; Excavation, Trenching and Soil Mechanics Competent Person - Excavation

Ilia Lyssenko, Project Manager 1801 NW 18th STREET POMPANO BEACH, FLORIDA 33069 Ph: 954-972-8104 Fax: 954-972-8108 ilia@giannetticorp.com



Ilia has over 21 years' construction experience in government and commercial construction industry as a project manager, estimator, and foreman.

EMPLOYMENT:

Giannetti Contracting Corp. 2013 – Project Manager
Lanzo Construction Co. Fla. 2010 – 2013

DBF Construction LLC. 2006 – 2010

Giannetti Contracting Corp. 1996 – 2006

Project Manager / Estimator
Project Manager / Estimator
Project Manager / Estimator
Project Manager / Estimator

RECENT PROJECTS:

Florida Keys Aqueduct Authority – Cudjoe Inner Islands 2013 – 2016 Contract \$45,119,495.13.

Environmentally sensitive complete sewer replacement for Cudjoe, Upper Sugarloaf, and Summerland Keys. The
transmission main along US-1 is also being replaced from MM 19 to 25.Project includes over 300,000 LF of water
main, low pressure force main, open cut force main, gravity sewer main, slip lining, and directional bores from 1-1/2"
to 16" in diameter. Project also includes 31 area lift stations and 2 master lift stations and 200,000 SY of 1" Asphalt
Overlay. The project is currently over 90% completion.

City of Miami Beach, Florida – Central Bayshore and Lake Pancoast Infrastructure Projects – 2012 - 2013 Contract Amount: \$ 17,000,000.

Over 54,000 LF of new drainage, water main, gravity sever, and force main from 6" to 48" in diameter. Project also
included 1" milling and overlay as well as 6,000 SY of new roadway construction, sidewalks, driveway aprons, and
sodded swales were also installed throughout entire neighborhood.

City of Hollywood, Florida – Water Main Replacement Program – Hollywood Blvd. to Johnson St. N. 46th Ave. to N. 52nd Ave. - 2013 - 2014

Contract Amount: \$2,132,773.

Water Main Replacement Project included over 27,000 LF of new water main. Project also included over 36,000 SY
of mill & overlay, sidewalks, driveway aprons, and sodded swales.

Broward County - North County Neighborhood Improvements Bid Pack # 11 - 2011 - 2014 Contract Amount: \$17,807,186.

 Project included over 188,000 LF of new drainage, water main, gravity sewer main, force main, reclaimed water main from 4" to 48" in diameter. Over 124,000 SY of new roadway construction, sidewalks, driveway aprons, and sodded swales where also installed throughout entire neighborhood.

EDUCATION:

Broward Community College

Associate of Arts, Engineering & Architecture

LICENSES AND CERTIFICATIONS:

Florida General Contractor, Florida Underground Contractor, Florida Plumbing Contractor OSHA Qualified Person, Florida Stormwater Inspector, ATTSA Florida Advanced Patrick D. Sweet, Project Manager 1801 NW 18th STREET POMPANO BEACH, FLORIDA 33069 Ph: 954-972-8104 Fax: 954-972-8108



pat@aiannetticorp.com

Pat has over 48 years' construction experience in governmental and commercial construction industry as a project manager and estimator. Pat's experience also includes managing the infrastructure design and the construction of multi-million dollar projects.

EMPLOYMENT:

Giannetti Contracting Corp. 2011 - Present

Project Manager

Broward County Water and Wastewater Division

1977 - 2011

Project Manager

Davis and Craven

Engineering Consultants

1970 - 1976

Survey Party Chief

RECENT PROJECTS:

Broward County - North County Neighborhood Improvements Bid Pack # 11 - 2011 - 2014 Contract Amount: \$17,807,186.

Project included over 188,000 LF of new drainage, water main, gravity sewer main, force main, reclaimed water main from 4" to 48" in diameter. Over 124,000 SY of new roadway construction, sidewalks, driveway aprons, and sodded swales where also installed throughout entire neighborhood.

Broward County - Utility Analysis Zone Improvement Program (UAZ) 308 - 2011-2013 Contract Amount: \$6,488,292.

Project included over 50,000 LF of new water main, gravity sewer main, and force main from 6" to 10" in diameter. Over 50,000 SY of new roadway construction, sidewalks, driveway aprons, and sodded swales where also installed throughout entire neighborhood.

Broward County - Broadview Park Neighborhood Improvement Project - Bid Pack #3 - 2010 - 2013 Contract Amount: \$13,261,559.

Project included over 72,000 LF of new drainage, gravity sewer main, and force main from 8" to 24" in diameter. Over 150,000 SY of new roadway construction, sidewalks, driveway aprons, and sodded swales where also installed throughout entire neighborhood.

Broward County - Utility Analysis Zone Improvement Program (UAZ) 307 & 315 - 2009 - 2011 Contract Amount: \$5,949,866.

Project included over 38,000 LF of new water main, gravity sewer main, and force main from 4" to 12" in diameter. Over 36,000 SY of new roadway construction, sidewalks, driveway aprons, and sodded swales where also installed throughout entire neighborhood.

EDUCATION:

Ohio State University, Miami-Dade Community College, Florida Atlantic University Courses included Construction, Estimating, and Surveying

LICENSES AND CERTIFICATIONS:

OSHA Qualified Person, First Aid / CPR Certified, Confined Space, Stormwater Management Inspector, NASSCO Certification, PACP Certification

Jeffrey Melnechuk, Superintendent 1801 NW 18th STREET POMPANO BEACH, FLORIDA 33069

Ph: 954-972-8104 Fax: 954-972-8108

Mally.1976@yahoo.com



Jeff (Mally) has over 19 years' underground utility construction experience with governmental agencies as superintendent, foreman, and operator in Michigan and Florida. Jeff's experience also includes residential and commercial vertical construction.

EMPLOYMENT:

Giannetti Contracting Corp. 1998 – Present Superintendent

RECENT PROJECTS:

Broward County - North County Neighborhood Improvements Bid Pack # 11 - 2011 - 2014 Contract Amount: \$17,807,186.

 Project included over 188,000 LF of new drainage, water main, gravity sewer main, force main, reclaimed water main from 4" to 48" in diameter. Over 124,000 SY of new roadway construction, sidewalks, driveway aprons, and sodded swales where also installed throughout entire neighborhood.

Palm Beach County Water Utilities Department – Belvedere Homes Phase 2 - 2012-2013 Contract Amount: \$ 4,252,998.

Over 24,000 LF of new drainage, water main, and vacuum sewer main from 4" to 42" in diameter. Project also
included 1" milling and overlay as well as over 16,000 SY of new roadway construction, sidewalks, driveway aprons,
and sodded swales were also installed throughout entire neighborhood.

Broward County - Utility Analysis Zone Improvement Program (UAZ) 308 - 2011-2013 Contract Amount: \$6,488,292.

Project included over 50,000 LF of new water main, gravity sewer main, and force main from 6" to 10" in diameter.
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Florida Keys Aqueduct Authority – Big Coppitt Wastewater Collection System Contract 2, Rockland & Geiger Key, Florida - 2008 - 2010

Contract Amount: \$9,667,750.

Project included over 73,000 LF of new water main, gravity sewer main, and force main from 4" to 8" in diameter.
 Over 76,000 SY of mill & overlay, sidewalks, driveway aprons, and sodded swales where also installed throughout entire neighborhood.

LICENSES AND CERTIFICATIONS:

OSHA Qualified Person, First Aid / CPR Certified

Tony D'Onofrio, Superintendent 1801 NW 18th STREET POMPANO BEACH, FLORIDA 33069 Ph: 954-972-8104 Fax: 954-972-8108



Tony has over 41 years' underground utility construction experience with governmental agencies as superintendent, foreman, and operator in Michigan and Florida. Tony's experience also includes residential construction.

EMPLOYMENT:

Giannetti Contracting Corp. 1990 - Present

RECENT PROJECTS:

Cudjoe Regional Wastewater Inner Islands Collection System & Transmission System 2013 – 2016 Contract Amount: \$45,119,495.13.

Project included 15,600 LF of water main, 164,625 force main and transmission main, 73,880 lf of gravity sewer, 33 sanitary lift station, 7,100 lf of 8" HDPE slip lining, 12 directional bores, 2 master lift stations, 33 dewatering wells, 572 grinder pump stations, 2 bridge crossings, trench restoration, asphalt milling and overlay.

Broward County - North County Neighborhood Improvements Bid Pack # 11 - 2011 - 2014 Contract Amount: \$17,807,186.

Project included over 188,000 LF of new drainage, water main, gravity sewer main, force main, reclaimed water
main from 4" to 48" in diameter. Over 124,000 SY of new roadway construction, sidewalks, driveway aprons, and
sodded swales where also installed throughout entire neighborhood.

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 Over 76,000 SY of mill & overlay, sidewalks, driveway aprons, and sodded swales where also installed throughout entire neighborhood.

LICENSES AND CERTIFICATIONS:

Michigan Plumbing & Underground Michigan Mechanical Tim Gibbs, Superintendent 1801 NW 18th STREET POMPANO BEACH, FLORIDA 33069 Ph: 954-972-8104 Fax: 954-972-8108



Timothy Gibbs has over 25 years' underground utility construction experience with governmental agencies as superintendent, foreman, operator, topman, tailman, pipelayer, grademan in Michigan and Florida. Tim's experience also includes residential construction.

EMPLOYMENT:

Giannetti Contracting Corp. 1997 - Present

Di Gregorio & Sons, Michigan 1992 Dimar Construction, Michigan 1994 Pamar Enterprises, Michigan 1996 RECENT PROJECTS:

Cudjoe Regional Wastewater Inner Islands Collection System & Transmission System 2013 – 2016 Contract Amount: \$45,119,495.13.

Project included 15,600 LF of water main, 164,625 force main and transmission main, 73,880 lf of gravity sewer, 33 sanitary lift station, 7,100 lf of 8" HDPE slip lining, 12 directional bores, 2 master lift stations, 33 dewatering wells, 572 grinder pump stations, 2 bridge crossings, trench restoration, asphalt milling and overly

Broward County - North County Neighborhood Improvements Bid Pack # 11 - 2011 - 2014 Contract Amount: \$17,807,186.

Project included over 188,000 LF of new drainage, water main, gravity sewer main, force main, reclaimed water
main from 4" to 48" in diameter. Over 124,000 SY of new roadway construction, sidewalks, driveway aprons, and
sodded swales where also installed throughout entire neighborhood.

Broward County - Utility Analysis Zone Improvement Program (UAZ) 308 - 2011-2013 Contract Amount: \$6,488,292.

Project included over 50,000 LF of new water main, gravity sewer main, and force main from 6" to 10" in diameter.
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Broward County — Broadview Park Neighborhood Improvement Project — Bid Pack #3 - 2010 - 2013 Contract Amount: \$13,261,559.

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Project included over 73,000 LF of new water main, gravity sewer main, and force main from 4" to 8" in diameter.
 Over 76,000 SY of mill & overlay, sidewalks, driveway aprons, and sodded swales where also installed throughout entire neighborhood.

LICENSES AND CERTIFICATIONS:

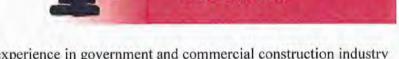
OSHA Qualified Person, First Aid / CPR Certified

Robert C. Henning III, Chief Estimator 1801 NW 18th STREET

POMPANO BEACH, FLORIDA 33069

Ph: 954-972-8104 Fax: 954-972-8108

bob@aiannetticorp.com



BUILDING-DEVELOPMENT-INFRASTRUCTURE

CORPORATION

IANNETTI CONTRACTING

Robert has over 17 years' construction experience in government and commercial construction industry as a project manager and estimator. Robert also has experience in safety program management.

EMPLOYMENT:

Giannetti Contracting Corp. 2014-

Chief Estimator 2012 - 2014 Project Manager

Ocean Bay Construction, Inc. 2010 - 2012 Project Manager / Estimator

GPE Eng. & Gen Cont., Inc. 2010

Estimator

Welling Construction, Inc.

2004 - 2009 President / Vice President The Redland Company, Inc. 2003 – 2004 Pro. Mar/ Estimator/ Safety Dir., 1998 – 2002

Office & Field Staff

RECENT PROJECTS:

Florida Keys Aqueduct Authority - Cudjoe Inner Islands 2013 - 2016 Contract \$45,119,495.13.

Environmentally sensitive complete sewer replacement for Cudjoe, Upper Sugarloaf, and Summerland Keys. The transmission main along US-1 is also being replaced from MM 19 to 25. Project includes over 300,000 LF of water main, low pressure force main, open cut force main, gravity sewer main, slip lining, and directional bores from 1-1/2" to 16" in diameter. Project also includes 31 area lift stations and 2 master lift stations and 200,000 SY of 1" Asphalt Overlay. The project is currently over 90% completion.

Palm Beach County Water Utilities Department - Belvedere Homes Phase 2 - 2012-2013 Contract Amount: \$ 4,252,998.

Over 24,000 LF of new drainage, water main, and vacuum sewer main from 4" to 42" in diameter. Project also included 1" milling and overlay as well as over 16,000 SY of new roadway construction, sidewalks, driveway aprons, and sodded swales were also installed throughout entire neighborhood.

Central Broward Water Control District - N-30 Canal Culvert Extension - 2012 Contract Amount: \$747,018.

Project included clearing and installing 2,534 LF of 60" reinforced concrete pipe. Project was particularly challenging due to the extreme hard rock encountered. Averaged approximately 100 LF a day production.

Broward County - North County Neighborhood Improvements Bid Pack # 9 - 2010 -2012 Contract Amount: \$15,100,000.

Project included over 135,000 LF of new drainage, water main, sewer main (over 15 feet deep), force main, reclaimed water main from 4" to 48" in diameter. Over 70,000 SY of new roadway construction, sidewalks, driveway aprons, and sodded swales where also installed throughout entire neighborhood.

EDUCATION:

American Intercontinental University 2001-2003

Bachelor of Business Administration, January 2003 Minor in Construction Management

Broward Community College 2000-2001

Twenty-three Credit Hours towards Associate Degree in Building Construction Management

Santa Fe Community College 1998-2000

Thirty-five Credit Hours towards Associate Degree in Building Construction Management

LICENSES AND CERTIFICATIONS:

OSHA Qualified Person, Florida Stormwater Inspector, ATTSA Florida Advanced



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/28/2016

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

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

| PRODUCER | CONTACT Mary Ellen Krakauer | | | | |
|----------------------------------------|--------------------------------------------------------------------|--|--|--|--|
| Guy Hurley, LLC | PHONE (A/C, No, Ext); (248) 519-1430 FAX (A/C, No); (248) 519-1401 | | | | |
| 1080 Kirts Blvd., Suite 500 | E-MAIL ADDRESS: mkrakauer@ghbh.com | | | | |
| | INSURER(S) AFFORDING COVERAGE NAIC # | | | | |
| Troy MI 48084 | INSURER A :Amerisure Insurance Company 19488 | | | | |
| INSURED | INSURER B Amerisure Partners Ins. Co. | | | | |
| Giannetti Contracting Corporation | INSURER C: Indian Harbor Insurance Company | | | | |
| Giannetti Contracting of Florida, Inc. | INSURER D: Hartford Fire Insurance 19682 | | | | |
| 6340 Sims Drive | INSURER E: | | | | |
| Sterling Heights MI 48313 | INSURER F: | | | | |
| COVEDACES CERTIFICATE AUMBED 16-17 Mod | ton w/Doll DEVICION NUMBER | | | | |

COVERAGES CERTIFICATE NUMBER:16-17 Master w/Poll

REVISION NUMBER:

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

| INSR LTR | | ADDL | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMIT | s | |
|-------------|-----------------------------------------------------------------------------------------------------------------------------|------|-------------|---------------|----------------------------|----------------------------|----------------------------------------------|----|-------------|
| | GENERAL LIABILITY | | | | | | EACH OCCURRENCE | \$ | 1,000,000 |
| | X COMMERCIAL GENERAL LIABILITY | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ | 100,000 |
| A | CLAIMS-MADE X OCCUR | | | CPP2073454 | 12/1/2016 | 12/1/2017 | MED EXP (Any one person) | \$ | 5,000 |
| | X XCU Coverage Included | | | | | | PERSONAL & ADV INJURY | \$ | 1,000,000 |
| | | | | | | | GENERAL AGGREGATE | \$ | 2,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | PRODUCTS - COMP/OP AGG | \$ | 2,000,000 |
| | X POLICY PRO- JECT LOC | | | | | | | \$ | |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | \$ | 1,000,000 |
| В | X ANY AUTO | | | | | | BODILY INJURY (Per person) | \$ | |
| " | ALL OWNED SCHEDULED AUTOS | | | CA2073447 | 12/1/2016 | 12/1/2017 | BODILY INJURY (Per accident) | \$ | |
| 1 | X HIRED AUTOS X NON-OWNED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | \$ | |
| | | | | | | | Drive other car | \$ | |
| | X UMBRELLA LIAB X OCCUR | | | | | | EACH OCCURRENCE | \$ | 5,000,000 |
| A | EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | \$ | 5,000,000 |
| 1 | DED X RETENTION\$ 0 | | | CU2073448 | 12/1/2016 | 12/1/2017 | | \$ | |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | X WC STATU- OTH- TORY LIMITS ER | | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE | | | | | | E.L. EACH ACCIDENT | \$ | 1,000,000 |
| | OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | N/A | | WC2073449 | 12/1/2016 | 12/1/2017 | E.L. DISEASE - EA EMPLOYEE | \$ | 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - POLICY LIMIT | \$ | 1,000,000 |
| D | Inland Marine | | | 35UUMNC7816 | 12/1/2016 | 12/1/2017 | Installation Floater | | \$400,000 |
| c | Pollution | | | PEC0047718 | 6/17/2016 | 6/17/2017 | Aggregate Limit | | \$2,000,000 |
| DES | DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) | | | | | | | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

| CERTIFICATE HOLDER | CANCELLATION | | | | |
|----------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|--|
| Evidence of Coverage | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. | | | | |
| | AUTHORIZED REPRESENTATIVE | | | | |
| | Michael Lechner/TOPIE | | | | |



GIANNETTI CONTRACTING CORP. EQUIPMENT LIST - 2015/2016

| Articulated Truck - Cat D250E - 1997 | #5TN00947 |
|------------------------------------------|-----------------|
| Asphalt Zipper AZ500B | #50000445 |
| Asphalt Mill - Cat 2014 PM-102 | #Z2X00572 |
| Asphalt Paver - Cat 2013 AP255E | #D8A00175 |
| Asphalt Roller - CAT CB24B | #42000227 |
| Backhoe 480F Case | #JJG0004055 |
| Backhoe CAT 420F | #JWJ001135 |
| Dozer - Cat D5XLHST | #7PS01973 |
| Excavator-328 Mini Bobcat | #234211270 |
| Excavator - Cat 307 | #2PM00781 |
| Excavator - Cat 330L | #8FK00889 |
| Excavator - Cat 321 | #MPG00522 |
| Excavator - Cat 328 | #RMX00508 |
| Excavator - Komatsu PC308 | #30190 |
| Excavator - Komatsu PC78MR-6 | #3429 |
| Skidsteer - Cat 247B W/Attachments | #MTL00464 |
| Skidsteer – New Holland L180 | #N7M444620 |
| Skidsteer - Cat 262D W/Bucket | #DTB01656 |
| Skidsteer - Cat 242D | #DZT00400 |
| Planer PC306B (For above skidsteer) | #PCT00507 |
| Loader - Cat 950G 2003 | #8950GVBAA00262 |
| Loader - Cat 906 2005 | #00906AMER00551 |
| Loader - Cat 924K | #PWR02796 |
| Loader - Komatsu WA200/6 | #71455 |
| Loader – Komatsu WA200/6 | #70758 |
| Loader - Komatsu WA270/7 | #K47109 |
| Loader - Cat 924G | #DDA03809 |
| Loader - Cat 257B | #SLK06863 |
| John Deere Broom Tractor 4520 | #LV4520H340397 |
| Laser - Dialagrade - Pipe Laser | #10699 |
| Javlin Dual Slope Laser | #2069 |
| Roller-Cat Vibr. Smooth Drum CS433E | #CFP00141 |
| Roller - Ingersoll Rand SD40D | #5778 |
| Deutz Solar Arrow Board | |
| Boring Machine - Richmond 30" | #5172238 |
| Miscellaneous Supplies | |
| 12" Rotary Wellpoint Pump | #V933 |
| 12" Rotary Wellpoint Pump | #V904 |
| Atlantic Wellpoint Pump 10" Duetz Diesel | 1701 |
| Bobcat Sweeper Attachment | #NA |
| Bobcat Trencher Attachment | #NA |
| Doodat Hollottol Hudolillott | 11 T T T |

Bobcat Trencher

Trencher - Vermeer T655DT 1991

Trencher - Vermeer V8550A 1999

Ditch Witch Rock Saw 4x4 - 2002

Cat Broom for Skid Steer Loader

Cat Sideshift Trencher

Bobcat Mill Attachment

18.5" Cat Asphalt Cutter

81 GMC Tool Truck

McElroy Fusion Machine

Gallion Grader A550

Cat 36 KW Generator

Cat 25 KW Generator

3 - 8" Hydraulic Pumps

Mauldin Tack Tank MT300

2003 Terramite TSS38 Ride On Broom

2012 Rammex 1510CI Trench Comp.

2000 case Forklift

Tractor W/Broom - John Deere 4520

#045-40505437

#1VRE26074M000492

#1VRT112P2X1000225

#5W0318

#1425455

#JAJ04479

#NA

#7AW00901

#2945

#C56349

#GC-10349

#16MPF08YD027597

#7201133

#Y02912

#23TS0435

#60387

#589E

#LV4520H440256