

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

BID FORM

To: The City of Key West

Address: 525 Angela Street, Key West, Florida 33040

Project Title: ITB #11-002/Headworks Modifications at the
Richard A. Heyman Environmental Protection Facility

CH2M HILL Project No.: 402868

City of Key West Project No.: SE 0903

Bidder's person to contact for additional information on this Bid:

Name: Wright Construction Group, Inc.

Telephone: (941) 637-4728

BIDDER'S DECLARATION AND UNDERSTANDING

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

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

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

CONTRACT EXECUTION AND BONDS

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

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CERTIFICATES OF INSURANCE

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

START OF CONSTRUCTION AND CONTRACT COMPLETION TIMES

The Bidder agrees to begin work within 10 calendar days after the date of the Notice to Proceed and to achieve Substantial Completion within 330 calendar days from the date when the Contract Times commence to run as provided in paragraph 2.03.A of the General Conditions, and Work will be completed and ready for final payment and acceptance in accordance with paragraph 14.07 of the General Conditions within 360 calendar days from the date when the Contract Times commence to run.

LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract, Owner and Bidder recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in paragraph Start of Construction and Contract Completion Times above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. Owner and Bidder also recognize the delays, expense, and difficulties involved in proving in a legal or other dispute resolution proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Bidder agree that as liquidated damages for delay (but not as a penalty) Bidder shall pay Owner \$10,000.00 per day for each day that expires after the time specified for substantial completion.

After Substantial Completion, if Bidder neglects, refuses, or fails to complete the remaining Work within the Contract Times or any Owner-granted extension thereof, Bidder shall pay Owner \$3,000.00 for each day that expires after the time specified in paragraph Start of Construction and Contract Completion Times, above for completion and readiness for final payment. Liquidated damages shall run concurrent.

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

ADDENDA

The Bidder hereby acknowledges that he has received Addenda Nos. 01, 02, _____, _____, _____, (Bidder shall insert No. of each Addendum received) and agrees that all addenda issued are hereby made part of the Contract Documents, and the Bidder further agrees that his Bid(s) includes all impacts resulting from said addenda.

SALES AND USE TAXES

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

PUBLIC ENTITY CRIMES

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

COMBINED UNIT PRICE AND LUMP SUM WORK

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

CONTINGENCY ALLOWANCE

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

CONCRETE REPAIR ALLOWANCE

This allowance is for the removal and repair of the concrete grit influent, effluent, and bypass channels. The allowance also includes any concrete repair to the grit basins. Bidder acknowledges that payment will be based on a unit price for concrete repair that is 2 inches thick per square foot of surface area. The unit price is inclusive and includes but is not limited to material, equipment, labor, and all appurtenances. The Owner will authorize repairs based on an agreed upon quantity prior to performing the work.

INSTRUMENTATION ALLOWANCE

This allowance is to support the Owner on instrumentation and control related issues as necessary. The Owner will negotiate fee with the Contractor on each issue prior to performing the Work.

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BUILDING PERMIT ALLOWANCE

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

OVER EXCAVATION ALLOWANCE

This allowance is for over excavation of the pipeline if unacceptable soil is encountered. This allowance unit price shall be all inclusive and includes but is not limited to the following: excavation, disposal, and backfill. The Owner will negotiate the exact quantities before the Contractor proceeds with removal.

Bidder will complete the Work in accordance with the Contract Documents for a fixed fee price.

LUMP SUM BID PRICE

A. Headworks Modifications			\$ _____
B. Contingency Allowance			\$ <u>100,000.00</u>
C. Concrete Repair Allowance	500 S.F.	\$ ____/S.F.	\$ _____
D. Instrumentation Allowance			\$ <u>15,000.00</u>
E. Permitting Allowance			\$ <u>10,000.00</u>
F. Over Excavation Allowance	100 C.Y.	\$ ____/C.Y.	\$ _____

Dollars

(Amount written in words has precedence)

and _____ Cents \$ _____
(numerals)

TOTAL LUMP SUM BID \$ _____
(numerals)

ADDITIVE ALTERNATE

This alternative is for the removal of 2MCC 1A and 2MCC 1B and Replacement with new 2MCC 1A and 2MCC 1B as described in the specification Section 26 24 19, Low-Voltage Motor Control and shown on Drawing E-3 and includes all labor, equipment, and necessary appurtenances. This alternate includes deduct for the MCC modifications that are part of the the base bid as shown on Drawing E-2.

\$ _____
(numerals)

DEDUCTIVE ALTERNATE

- 1. This deductive alternate is to delete the 30-inch HDPE pipeline at the WWTP site. This includes the tie-in to the existing pipe and the pipeline to the 30-inch x 20-inch reducing elbow at the Headworks below ground. This includes all labor, equipment, material, and necessary appurtenances. (Drawings C-1, C-2, C-3, and C-4)

\$ _____
(numerals)

- 2. This deductive alternate is to delete the force main improvements at Eaton Street and White Street. This includes all labor, equipment, material, and necessary appurtenances. (Drawing C-5)

\$ _____
(numerals)

SUBCONTRACTORS

The Bidder further proposes that the following subcontracting firms or businesses will be awarded subcontracts for the following portions of the Work in the event that the Bidder is awarded the Contract:

Name

Street

City

State

Zip

Name

Street

City

State

Zip

Name

Street

City

State

Zip

Name

Street

City

State

Zip

402868A.GN1

Surety

Western Surety Company whose address is

101 S. Phillips Ave Sioux Falls SD 57117
Street City State Zip

Bidder

The name of the Bidder submitting this Bid is _____

Wright Construction Group, Inc. doing business at

1105 Taylor Rd, Suite L Punta Gorda Florida 33950
Street City State Zip

which is the address to which all communications concerned with this Bid and with the Contract shall be sent.

The names of the principal officers of the corporation submitting this Bid, or of the partnership, or of all persons interested in this Bid as principals are as follows:

Fred M. Edman, President

George A. Powell, Vice President, Civil

Keith A. Moyer, Vice President, Building

Mitchel G. Bueltel, Treasurer

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his (its) hand this ___ day of _____ 20__.

N/A
Signature of Bidder

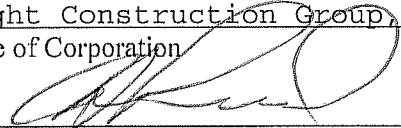
N/A
Title

If Corporation


IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this 28 day of 2010.

(SEAL)

Wright Construction Group, Inc.
Name of Corporation

By: 
George A. Powell

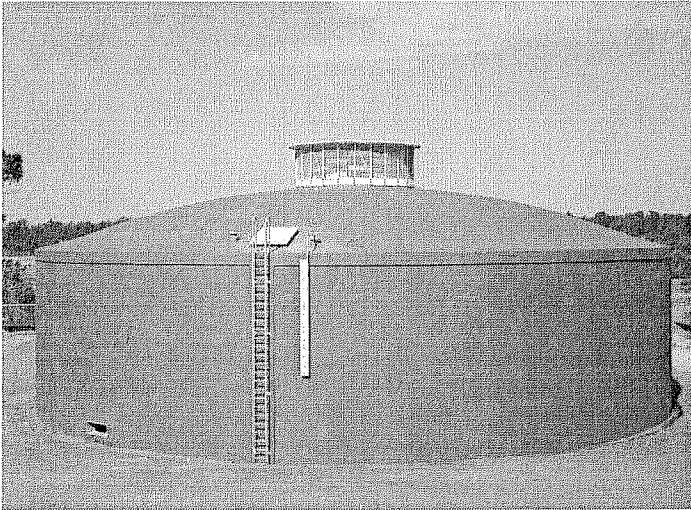
Title: Vice President

Attest: 
Fred M. Edman
Secretary

END OF SECTION

Immokalee Water Treatment Plant Improvements

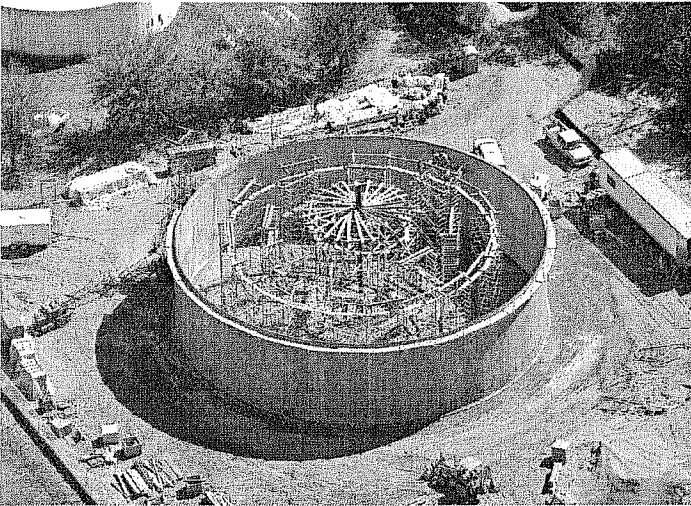
Collier County, Florida



Contract Type: Prime Construction
Manager
Contract Amount: \$3,133,842.25
Contract Period: Completed October 2008
Site Super: Jeff Kelly

Owner: Immokalee Water and Sewer District

Contact: Eva J. Deyo
Address: 1020 Sanitation Road,
Immokalee, FL 34142
Phone: (239) 658-3630



Engineer: Boyle Engineers
Contact: Gary C. Ferrante
Address: 1400 Colonial Blvd. Suite 31
Fort Myers, FL 33907
Phone: (239) 931-0455
Fax: (239) 931-0456
Email: gary.fe@lbfh.com



The project consisted of construction management task services, including: pre-construction cost, estimating, planning, master scheduling value engineering, permitting support, on-site construction supervision, and project commissioning.

Project scope included the installation of new ground storage tank (1.5 million gallons). Supervised the construction of three new wells which consisted of all new twelve- and sixteen-inch water lines. Oversaw construction of new pump building.

Ave Maria Water Treatment Plant

Collier County, Florida



Contract Type: Prime Construction
Manager

Contract Amount: \$2,239,000

Contract Period: January 2007

Site Super: Garnet McCurdy

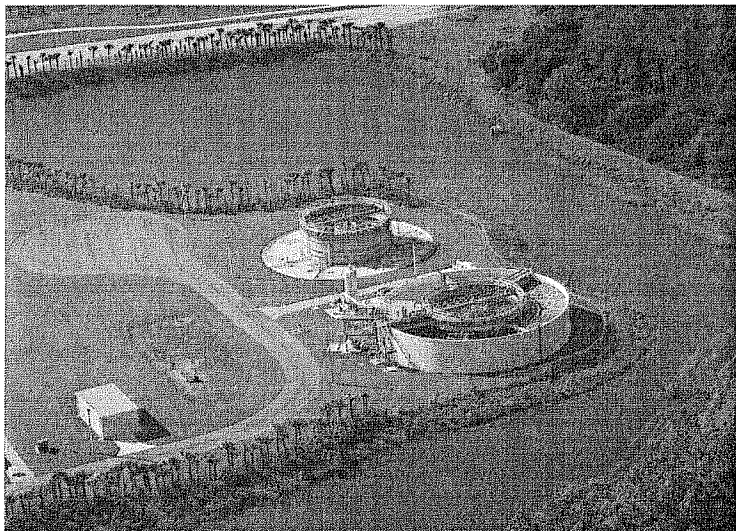
Project Manager: Jim Powell

Owner: CH2M Hill

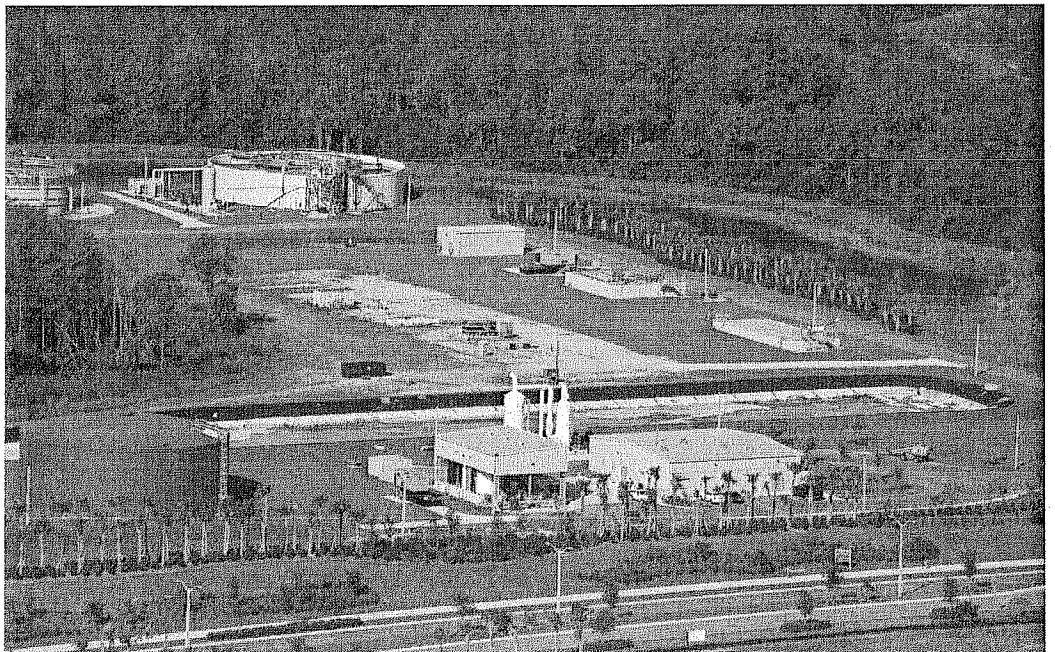
Contact: Andres Amaya, P.E.

Address: 3011 SW Williston Rd.
Gainesville, FL 32614

Phone: (352) 335-7991

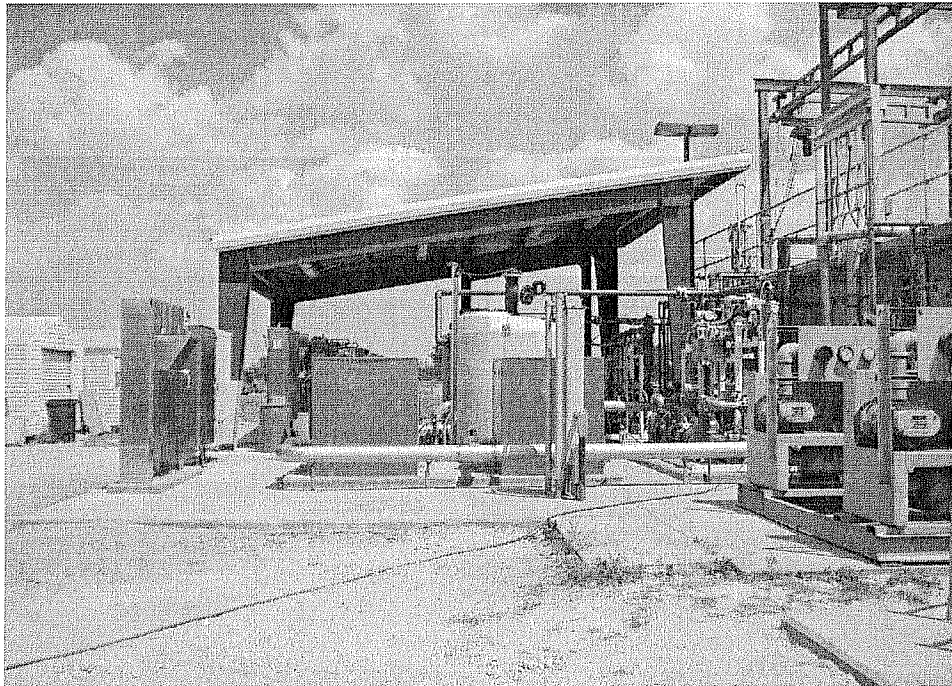
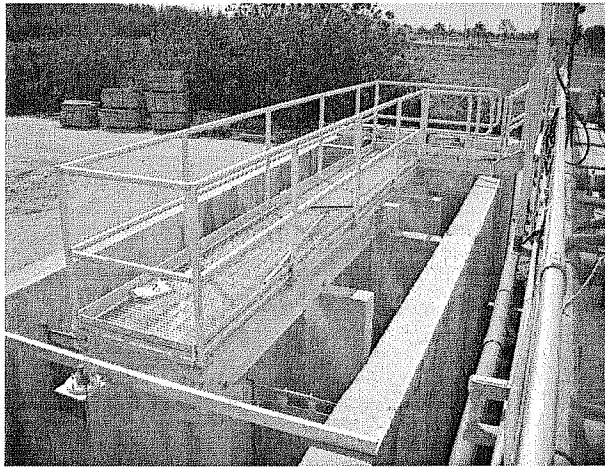


The Ave Maria Water Treatment Plant project included the construction of a water treatment facility for Ave Maria University and the surrounding community. Construction included an operations building, electrical building, chemical storage building, degasification foundations, package plant slabs, filter structures, a chlorine basin, high service pump slabs, and water well slabs. Several of the above structures required deep excavation for the foundations.



Glades County Waste Water Treatment Plant

Glades County, Florida



Contract Type: Prime Construction
Manager

Contract Amount: \$1,894,430.00

Start Date: July 2008

Completion Date: August 2009

Project Manager: Neil Monkman

General Super: Garnet McCurdy

Site Super: Andrew Powell

Owner: Glades County

Contact: Wendall Taylor

Address: 500 Avenue "J"

Moore Haven, FL 33471

Phone: (863) 946-6000

Fax: (863) 946-2860

Engineer: Craig A. Smith & Associates

Contact: Jay Beaton

Address: 1000 W. McNab Road

Pompano Beach, FL 33069

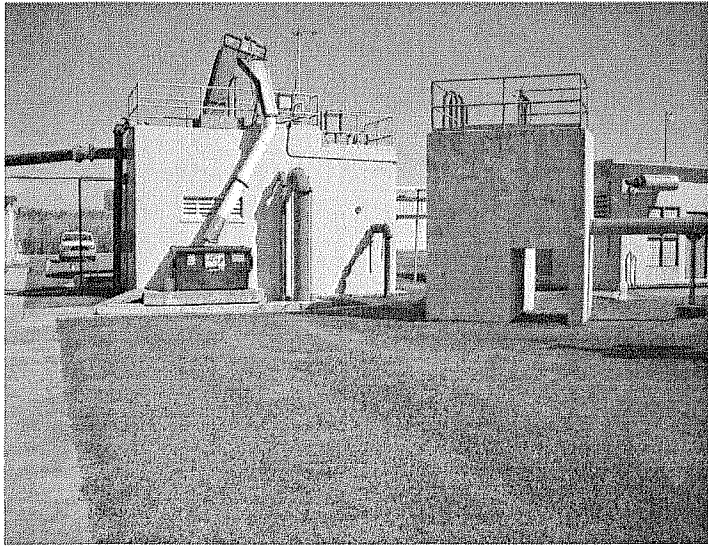
Phone: (954) 782-8222

Email: jbeaton@craigasmith.com

The Glades County Waste Water Treatment Plant included the installation of Membrane Bio-reactor System (MBR) into the existing aeration train. The installation provided a 135,000 GPD expansion to the existing facility.

WWTP Headworks Replacement Pahokee, FL

Palm Beach County, Florida

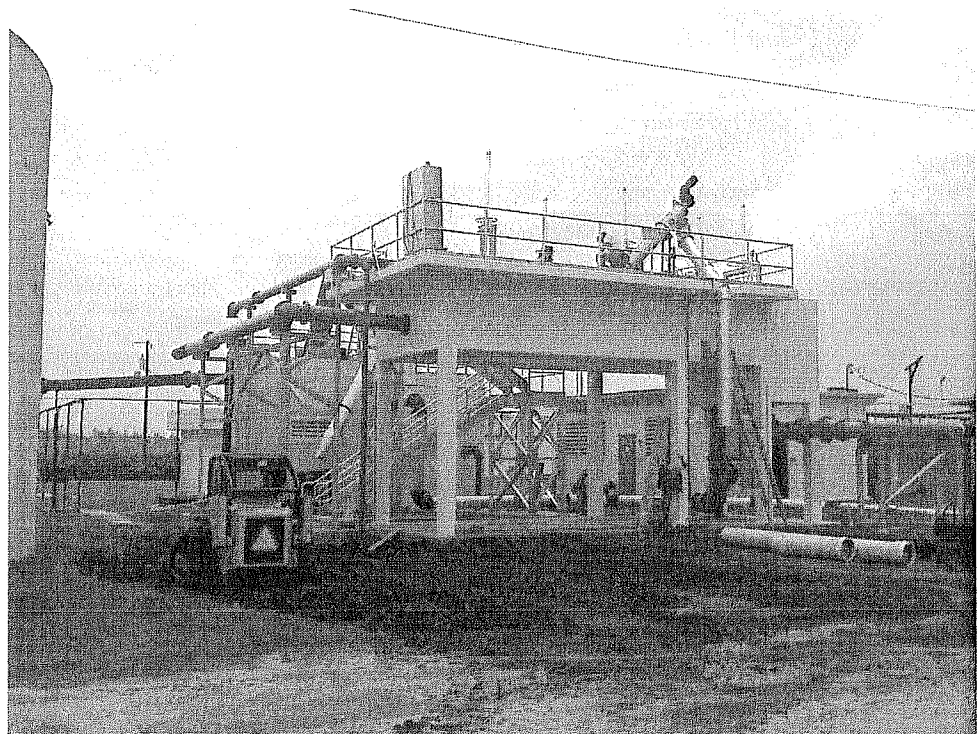


Contract Type: General Contractor
Estimated Cost: \$732,900.00
Start Date: September 2008
Completion Date: August 2009
Project Manager: Armando Nieves
Superintendent: Jeff Kelly

Owner: City of Pahoee
Contact: Catherine E. Nance
Address: 1001 Rim Canal Road
Pahokee, FL 33476

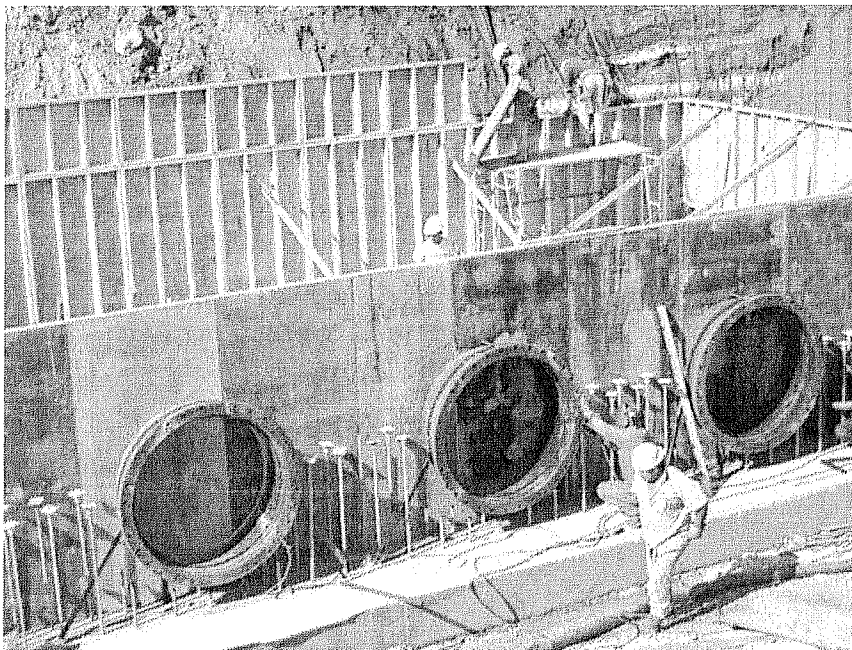
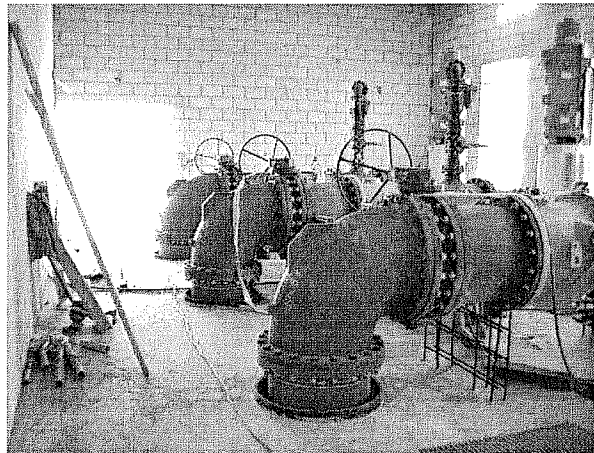
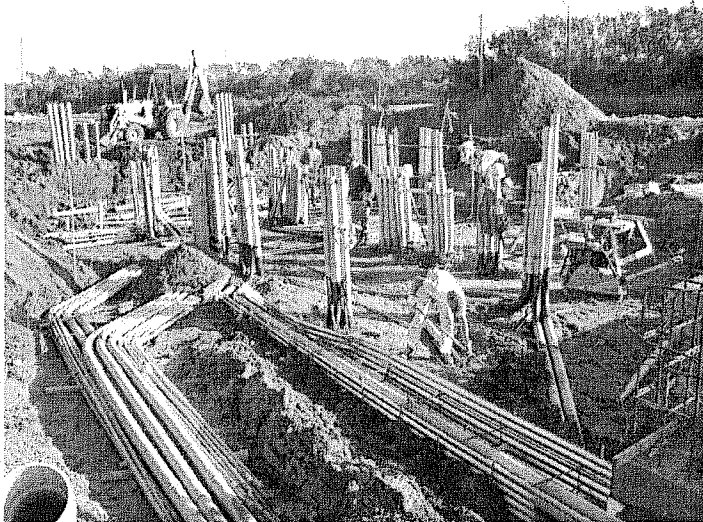
The project included the construction management over a new headworks facility at the WWTP. The project scope consisted of screening, bypass channel, valving and piping, demolition of old headworks building and new construction of headworks structure (below).

Engineer: Palm Beach County
Board of County Commis-
sioners
Contact: Michael Gleman, P.E.
Address: 8100 Forest Hill Blvd.
West Palm Beach, FL
33416



NCWRF Deep Injection Well Pump Station

Collier County, Florida



Contract Type: Prime General Contractor

Contract Amount: \$4,800,000.00

Contract Period: Completed 2005

Pumping Capacity: 355.5 CFS

Site Super: Garnet McCurdy

Owner: TKW Consulting Engineers, Inc.

Contact: Pat Day, P.E.

Bob Burbrink, P.E.

Address: 5621 Banner Drive

Fort Myers, FL 33912

Phone: (239) 278-1992

Contact: Water Resource Solutions
Mark Pearce

Address: 428 Pine Island Road SW

Cape Coral, FL 33991

Phone: (239) 574-1919 ext. 103

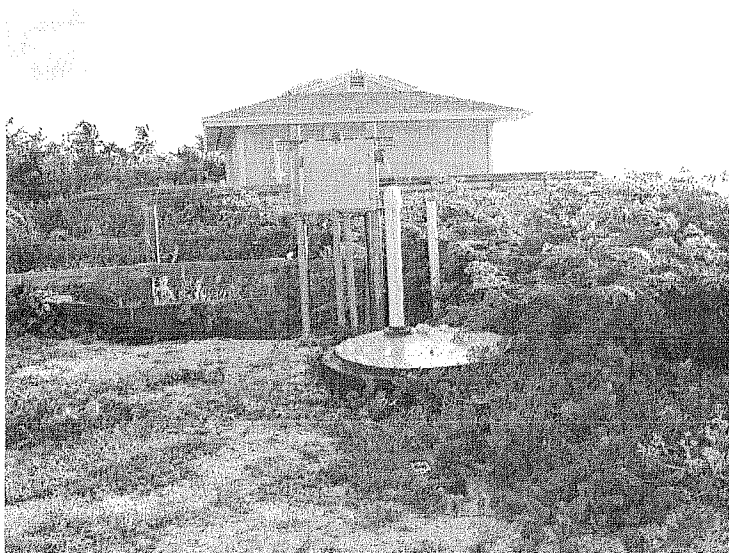
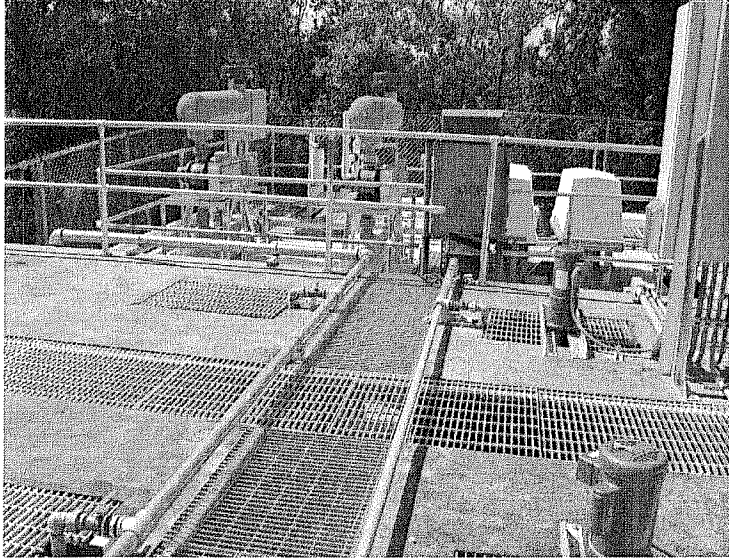
Fax: (239) 574-8106

Email:

General Contractor for deep injection well pumping facility. Project included 1/4" through 54" mechanical piping, 4—125LP pumps, 2000KW generator, extensive instrumentation and controls, dewatering and associated appurtenances.

Bahia Honda State Park—Waste Water Treatment Plant

Monroe County, Florida



Contract Type: General Contractor
Estimated Cost: \$789,365.00
Project Status: In Progress, Start
Date: 3/09
Project Manager: Jim Powell/ Scott Loia-
cano
Site Super: Andrew Powell
General Super: Garnet McCurdy

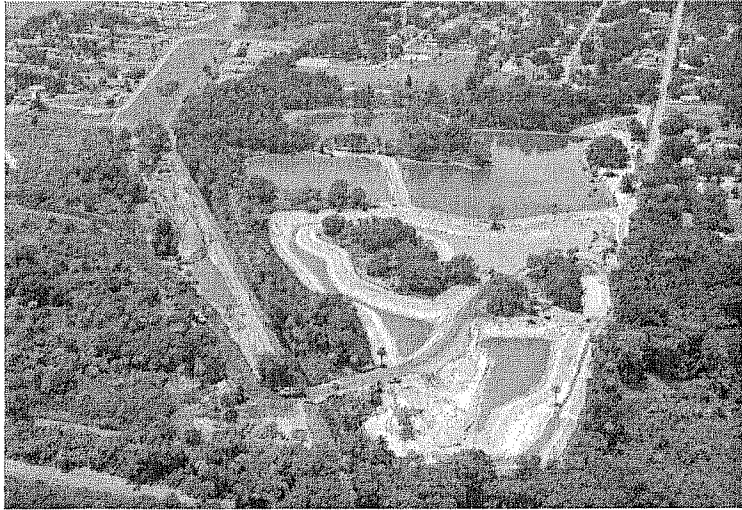
Owner: Florida Dept of Environ-
mental Protection, Con-
tracts Division
Bureau of Design & Con-
struction
Contact: Michael Renard,
Contract Manager
Address: 3540 Thomasville Road

Engineer: McDonald Group Interna-
tional
Contact: George McDonald, P.E.
Address:
Phone: 352-637-3679
Fax: 888-523-0884
Email: gmcdon-
ald@mcdonaldgroup.com

This project consisted of management of labor, supervision, equipment, and materials required to enlarge WWTF Standspur #3, abandon Sandspur #4, and install a new collection system along with demo of current septic and various other systems in place. The new collection system consisted of installation of approx. 10,000lf of new force main along with three new lift stations. Also, the abandonment of Sandspur #4 consisted of demolition of two injection wells in line with FDEP protocol. Close coordination with the FDEP Park Ranger and Staff along with the FDEP biologist was required from start to finish due to the environmental sensitivity of the pro-

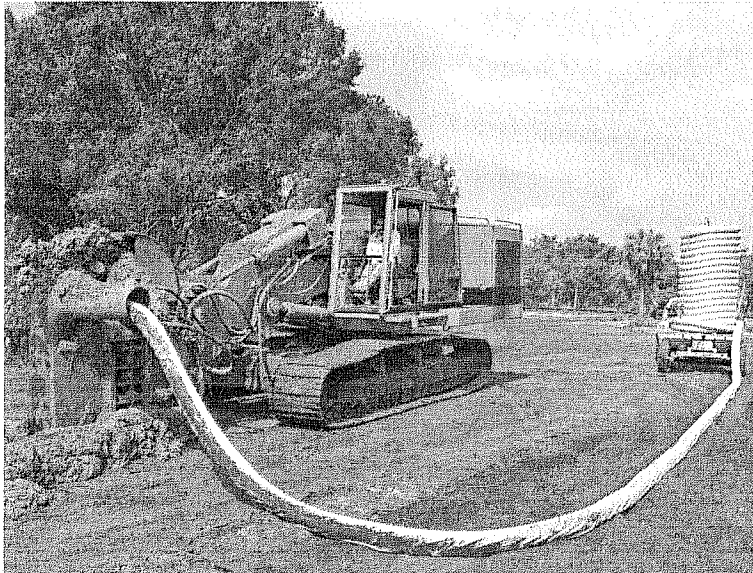
Billy Creek Filter Marsh Environmental Restoration

Lee County, Florida

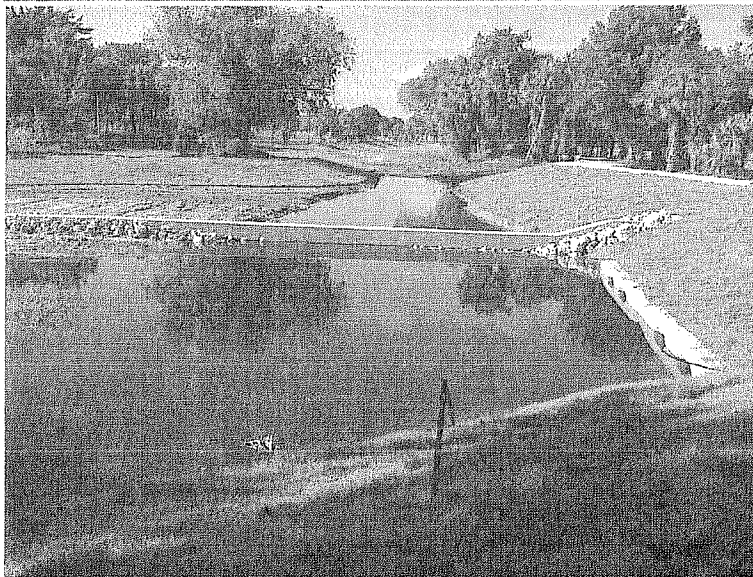


Contract Type: Prime Construction
Manager
Estimated Cost: \$1,617,873.00
Began: January 2009
Estim. Compl: In Progress
Project Manager: Scott Loiacano, 10
Years Exp..

Owner: City of Fort Myers
Contact: Melanie Grigsby, P.E.
Address: 220 Second Street
Fort Myers, FL 33902
Phone: (239) 321-7467
Fax: (239) 861-0762



Contact: David M. Jones
Greg Diserio, P.E.
Address: 2221 McGregor Blvd.
Fort Myers, FL 33901
Phone:: (239) 337-5525



Wright Construction is providing construction management services for the Billy Creek Filter Marsh, Phase II & III Environmental Restoration Project. The project is located in the north eastern corner of the City of Fort Myers and consists of the following: Clearing and grubbing, exotic removal and treatment, earthwork, stockpiling excess excavated material on the property south of the Bill Creek Canal, via a temporary canal crossing, underground drainage piping and structures, sheet pile weir, hydraulic barrier, erosion control measures, filter marsh plantings, landscaping, SFWMD reporting.

The Billy's Creek Preserve is a surface water treatment system that is part of a natural resource preservation plan to address impacts to the watershed from existing and future development. This project was made possible through a three-way partnership of government agencies for coordination and funding.

The goals of this system is to: reduce nutrient loading to the Caloosahatchee River, address localized flooding, integrate the community on

Ten Mile Canal Linear Park and Filter Marsh

Lee County, Florida

Contract Type Construction Management

Estimated Cost: \$2,683,242.00

Completion Date: November 2005

10 Months for Completion

Project Manager: Jim Powell, 40 Years

Owner: Lee County Construction & Design

Address: 1500 Monroe Street
Fort Myers, FL

Project Contact: David Jones & Associates

Contact: Greg Diserio
Address: 2221 McGregor Blvd.
Fort Myers, FL 33901
Phone: (239) 337-5525
Fax: (239) 596-3686

Engineer: ECT Inc.
Contact: Ron Edenfield
Address: 4100 Center Point Dr.
Fort Myers, FL



The Ten-Mile Canal filter marsh project is designed to clean the water flowing along the canal into Estero Bay by natural means. Unlike many filter marshes throughout the country, the Ten-Mile project is unique because of its linear layout. Along the canal are footpaths, sheltered rest areas, picnic areas and more. The area was an ideal situation to put in a filter marsh to convert that raw run-off water and put it back into the canal improving water quality. Water is piped from the canal into the filter marsh, then the water moves slowly along this filter marsh with plants such as white water lilies and bulrush, which cleans pollutants, including lead and phosphorus, from the water. The water then merges back with the Ten-Mile Canal

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

Signed and sealed this 21st day of October, 20 10.

Wright Construction Group, Inc.

Principal

By: 

Western Surety Company

Surety

By: 

Attorney In Fact John R. Neu
& FL Licensed Agent

END OF SECTION

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Laura D Mosholder, John R Neu, Charles J Nielson, Warren M Alter, Kevin Wojtowicz, Mary C Aceves, Glenn Arvantis, Charles D Nielson, Individually

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

- In Unlimited Amounts -

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

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 5th day of August, 2008.

WESTERN SURETY COMPANY



Paul T. Bruflat

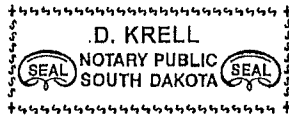
Paul T. Bruflat, Senior Vice President

State of South Dakota }
County of Minnehaha } ss

On this 5th day of August, 2008, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

November 30, 2012



D. Krell

D. Krell, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 21st day of October, 2010.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary



STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783

(850) 487-1395

EDMAN, FRED M
WRIGHT CONSTRUCTION GROUP INC
5811 YOUNGQUIST RD
FORT MYERS FL 33912

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation.

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.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers.

Stamp area containing license details: STATE OF FLORIDA, DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION, CGC053444, 08/27/10 100039050, CERTIFIED GENERAL CONTRACTOR, EDMAN, FRED M, WRIGHT CONSTRUCTION GROUP INC, IS CERTIFIED under the provisions of ch.489 FS, Expiration date: AUG 31, 2012 LI0082703044

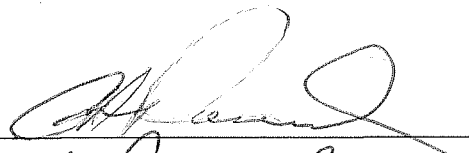
DETACH HERE

Main license certificate area with header: STATE OF FLORIDA, DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION, CONSTRUCTION INDUSTRY LICENSING BOARD, AC# 5133607, SEQ# L10082703044, table with columns DATE, BATCH NUMBER, LICENSE NBR, and certification text: The GENERAL CONTRACTOR Named below IS CERTIFIED Under the provisions of Chapter 489 FS. Expiration date: AUG 31, 2012. Includes contact info for EDMAN, FRED M and signatures for CHARLIE CRIST GOVERNOR and CHARLIE LIEM SECRETARY.

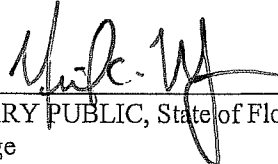
ANTI-KICKBACK AFFIDAVIT

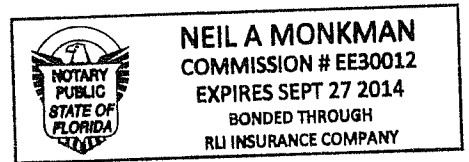
STATE OF FLORIDA)
 : SS
COUNTY OF MONROE)

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

By: 
C.A. Powell VP

Sworn and subscribed before me this
26 day of OCTOBER, 2010


NOTARY PUBLIC, State of Florida
at Large



My Commission Expires: 9-27-14

END OF SECTION

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

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

1. This sworn statement is submitted with Bid or Proposal for Headworks Modifications at the
Richard A. Heyman Environmental Protection Facility, City of Key West, Florida

2. This sworn statement is submitted by Wright Construction Group, Inc.
(name of entity submitting sworn statement)

whose business address is 1105 Taylor Road, Suite "L",

Punta Gorda, FL 33950 and (if applicable) its Federal Employer

Identification Number (FEIN) is 20-2246559

(If the entity has no FEIN, include the Social Security Number of the individual signing this

sworn statement N/A

3. My name is N/A
(please print name of individual signing)

and my relationship to the entity named above is N/A

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any bid or contract for goods or services to be provided to any public or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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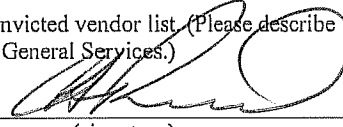
- 7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision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

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

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

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

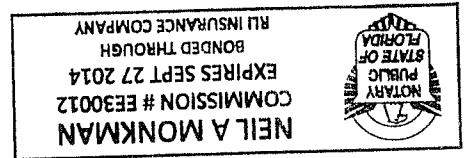
The person or affiliate has not been put on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)



 (signature)
 October 28, 2010

 (date)

STATE OF FLORIDA
 COUNTY OF CHARLOTTE



PERSONALLY APPEARED BEFORE ME, the undersigned authority,
GEORGE A. POWELL who, after first being sworn by me, affixed his/her
 (name of individual signing)

signature in the space provided above on this 28 of OCTOBER, 2010

My commission expires: 9-14-10



 NOTARY PUBLIC

CITY OF KEY WEST INDEMNIFICATION FORM

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

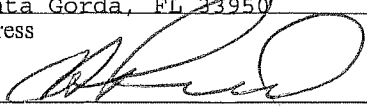
These indemnifications shall survive the term of this agreement. In the event that any action or proceeding is brought against the City of Key West by reason of such claim or demand, Contractor shall, upon written notice from the City of Key West, resist and defend such action or proceeding by counsel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

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

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

CONTRACTOR: Wright Construction Group, Inc. SEAL:

1105 Taylor Rd, Suite "L",
Punta Gorda, FL 33950
 Address


 Signature

George A. Powell
 Print Name

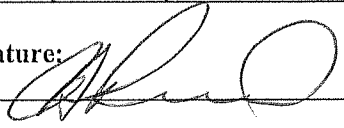
Vice President
 Title

DATE: October 28, 2010

DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Type of Federal Action: <input type="checkbox"/> A <input checked="" type="checkbox"/> B a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> A <input checked="" type="checkbox"/> B a. bid/offer/application b. initial award c. post-award	3. Report Type: <input type="checkbox"/> A <input checked="" type="checkbox"/> B a. initial filing b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input checked="" type="checkbox"/> Subawardee Tier _____, if known: The City of Key West 525 Angela Street, Key West, FL 33040 Congressional District, if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Wright Construction Group, Inc. 1105 Taylor Rd, Suite L Punta Gorda, FL 33950 Congressional District, if known:	
6. Federal Department/Agency: USACOE	7. Federal Program Name/Description: Unknown CFDA Number, if applicable: _____	
8. Federal Action Number, if known: Unknown	9. Award Amount, if known: \$ Unknown	

<p>10. a. Name and Address of Lobbying Entity <i>(if individual, last name, first name, MI):</i></p> <p style="text-align: center;">N/A</p> <p style="text-align: center;"><i>(attach Continuation Sheet(s))</i></p>	<p>b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i></p> <p style="text-align: center;">N/A</p> <p style="text-align: center;"><i>SF-LLLA, if necessary)</i></p>
<p>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: </p> <hr/> <p>Print Name: George A. Powell</p> <hr/> <p>Title: Vice President</p> <hr/> <p>Telephone No.: (941) 637-4728 Date: October 28, 2010</p>
<p>Federal Use Only:</p>	<p>Authorized for Local Reproduction Standard Form - LLL (Rev 7 - 97)</p>

FORM DEP 55-221 (01/01)

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

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

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

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title and telephone number.

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

Form DEP 55-221 (01/01)

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

ITEM/SEGMENT NO.: _____
F.A.P. NO.:
PARCEL NO.:
COUNTY OF:
BID LETTING OF: _____, _____

I, George A. Powell, hereby declare that I am Vice President of Wright Construction Group, Inc. Of 1105 Taylor Rd, Suite "I", Punta Gorda, FL 33950 and that I am the person responsible within my firm for the final decision as to the price(s) and amount of this Bid on this State Project.

I further declare that:

1. The prices(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition with any other contractor, bidder or potential bidder.

2. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to the bid opening.

3. No attempt has been made or will be made to solicit, cause or induce any other firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.

4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid.

5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit a complementary bid on this project.

6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary bid, or agreeing to do so, on this project.

7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this Declaration.

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8. As required by Section 337.165, Florida Statutes, the firm has fully informed the Department of Transportation in writing of all convictions of the firm, its affiliates (as defined in Section 337.165(1)(a), Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract or for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees of the firm or affiliates who were convicted of contract crimes while in the employ of another company.

9. I certify that, except as noted below, neither my firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of Federal funds:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR §29.110(a), by any Federal department or agency;

(b) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against him or her for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State or local government transaction or public contract; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

(c) is presently indicted for or otherwise criminally or civilly charged by a Federal, State or local governmental entity with commission of any of the offenses enumerated in paragraph 9(b) of this certification; and

(d) has within a three-year period preceding this certification had one or more Federal, State or local government public transactions terminated for cause or default.

10. I(We), certify that I(We), shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract by any Federal Agency unless authorized by the Department.

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

EXCEPTIONS:

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

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

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

CONTRACTOR: (Seal)

BY: George A. Powell, Vice President WITNESS: 
NAME AND TITLE PRINTED

BY: 
SIGNATURE

WITNESS: 

Executed on this 28th day of October, 2010

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

FLORIDA TRENCH SAFETY ACT COMPLIANCE
Trench Excavation Safety System and Shoring


CERTIFICATION

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

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

Summary of Costs:

Trench Safety Measure	Units	Quantity	Unit Cost	Extended Cost
A. <u>SCOPING</u>	<u>LF</u>	<u>1200</u>	<u>1.00</u>	<u>1200</u>
B. _____	_____	_____	_____	_____



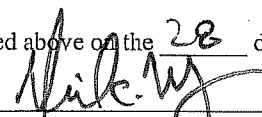
 Signature George A. Powell, Vice President
October 28, 2010

 Date

STATE OF FLORIDA
 COUNTY OF CHARLOTTE

PERSONALLY APPEARED BEFORE ME, the undersigned authority,
GEORGE A. POWELL, who, after first being sworn by me affixed his /her signature in the space,

provided above on the 28 day of OCTOBER, 2010.



 (Notary Public)

MY COMMISSION EXPIRES: 9-27-14



ATTACHMENT B: SUSPENSION AND DEBARMENT CERTIFICATION

**CERTIFICATION REGARDING DEBARMENTS, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION-LOWER TIER FEDERALLY FUNDED
TRANSACTIONS**

1. The undersigned hereby certifies 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.

2. The undersigned also certifies that it and its principals:
 - (a) Have not within a three-year period preceding this certification 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.
 - (b) 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 2.(a) of this Certification; and
 - (c) Have not within a three-year period preceding this certification had one or more public transactions (Federal, State or local) terminated for cause or default.

3. Where the undersigned is unable to certify to any of the statements in this certification, an explanation shall be attached to this certification.

Dated this day of, 2010.

By  _____

Authorized Signature/Contractor

George A. Powell, Vice President

Typed Name/Title

Wright Construction Group, Inc.

Contractor's Firm Name

1105 Taylor Rd

Street Address

Suite "L"

Building, Suite Number

Punta Gorda, Florida, 33950

City/State/Zip Code

(941) 637-4728

Area Code/Telephone Number

BIDDER'S CHECKLIST

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

1. All Contract Documents thoroughly read and understood.
2. All blank spaces in Proposal filled in, using black ink.
3. Total and unit prices added correctly.
4. Addenda acknowledged.
5. Subcontractors are named as indicated in the Proposal.
6. Experience record included.
7. Bid signed by authorized officer.
8. Bid Bond completed and executed, including power-of-attorney dated the same date as Bid Bond.
9. Bidder familiar with federal, state, and local laws, ordinances, rules and regulations affecting performance of the work.
10. Bidder, if successful, able to obtain and/or demonstrate possession of required licenses and certificates within (10) ten calendar days after receiving a Notice of Award.
11. Bid submitted intact with the volume containing the Bidding Requirements, Contract Forms, and Conditions of the Contract and ^{three}~~six~~ copies.
12. Bid Documents submitted in sealed envelope and addressed and labeled in conformance with the instructions in the Invitation to Bid.
13. Bidder must provide satisfactory documentation of State Licenses
14. Anti-Kickback Affidavit.
15. Public Entity Crimes.
16. Local Vendor Certification.
17. Disclosure of Lobbying Activities.
18. Non-Collusion Declaration and Compliance.
19. Florida Trench Safety Act Compliance.
20. Suspension and Debarment Certification.