

## PROPOSAL

To: The City of Key West

Address: 525 Angela Street, P.O. Box 1409  
Key West, Florida 33041

Project Title: **Atlantic Boulevard Enhancements  
(White Street to Bertha Street)**

Project No.: GN – 0710

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

Name: George A. Powell, Vice President

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 Proposal are those named herein, that this Proposal is, in all respects, fair and without fraud, that it is made without collusion with any official of the Owner, and that the Proposal is made without any connection or collusion with any person submitting another Proposal on this Contract.

The Bidder further declares that he has carefully examined the Contract Documents, that he has personally inspected the Project, 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 Proposal is made according to the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Proposal.

The Bidder further agrees that he has exercised his own judgment regarding the interpretation of subsurface information and has utilized all data which he believes pertinent from the Engineer, Owner, and other sources in arriving at his conclusions.

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

The Bidder understands and agrees that if a Contract is awarded, the Owner may elect to award all schedules under one Contract, separately, or in any combination that best serves the interests of the Owner.

**NOTE: THIS SCHEDULE OF BID ITEMS IS AN ESTIMATE OF THE AMOUNT/QUANTITY OF WORK TO BE PERFORMED UNDER THE CONTRACT. IN THE CASE OF ANY CONFLICT BETWEEN THIS SCHEDULE OF BID ITEMS AND THE DETAILED SPECIFICATIONS, THE DETAILED SPECIFICATIONS WILL PREVAIL.**

CONTRACT EXECUTION AND BONDS

The Bidder agrees that if this Proposal 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 Proposal, furnish all machinery, tools, apparatus, and other means of construction and do the work and furnish all the materials necessary to complete all work as specified or indicated in the Contract Documents.

CERTIFICATES OF INSURANCE

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

START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

*The Bidder further agrees to begin work within 14 calendar days of the Notice to Proceed (NTP) and to complete the construction in all respects within 180 calendar days from the date of the NTP.*

LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract and fails to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid to the Owner based on the FDOT Standard Specifications (2007) Section 8-10 until the work has been satisfactorily completed as provided by the Contract Documents. Sundays and legal holidays shall be included in determining days in default. FDOT 8-10 Code requirements govern, and herewith made a part of the Contract.

Original Contract Amount	Daily Charge Per Calendar Day
\$50,000 and Under	\$313
Over \$50,000 but less than \$250,000	\$580
\$250,000 but less than \$500,000	\$715
\$500,000 but less than \$2,500,000	\$1,423
\$2,500,000 but less than \$5,000,000	\$2,121
\$5,000,000 but less than \$10,000,000	\$3,057

ADDENDA

The Bidder hereby acknowledges that he has received Addenda No's. 1, 2, 3, ~~4~~, 5, 6, 7, 8, 9 (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 Proposal(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.

UNIT PRICE ITEMS

The Bidder further proposes to accept as full payment for the work proposed herein the amounts computed under the provisions of the Contract Documents and based on the following unit price amounts, it being expressly understood that the unit prices are independent of the exact quantities involved. The Bidder agrees that the unit prices represent a true measure of the labor and materials required to perform the work, including all allowances for overhead and profit for each type and unit of work called for in these Contract Documents. The amounts shall be shown in both words and figures. In case of a discrepancy, the amount shown in words shall govern. Unit price line items may be deleted, reduced or increased as needed by the city.

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## BID SCHEDULE

### ATLANTIC BOULEVARD ENHANCMENTS (WHITE STREET TO BERTHA STREET)

The following Bid Schedule is presented to assist the City in evaluating the Bid. The Bidder further Proposes to accept as full payment for the work Proposed herein the amounts computed under the Provisions of the Contract Documents and based on the following unit Price amounts, it being expressly understood that the unit Prices are independent of the exact quantities involved. The Bidder agrees that the unit Prices represent a true measure of the labor and materials required to perform the work, including all allowances for overhead and Profit for each type and unit of work called for in these Contract Documents. Unit price line items may be deleted, reduced or increased as needed by the City.

<u>Bid Item No.</u>	<u>DESCRIPTION</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Value</u>
10	Performance and Payment Bonds	1	LS	11600.	11,600
<u>Value in Words</u>	eleven thousand six hundred dollars				
20	FDOT Grant Requirements, General and Supplementary Conditions, Quality Control Requirements, Fl trench Act	1	LS	86800	86,800
<u>Value in Words</u>	eighty six thousand eight hundred dollars				
101-1	Mobilization	1	LS	60300	60,300
<u>Value in Words</u>	sixty thousand three hundred dollars				
102-1	Maintenance of Traffic	1	LS	7200	7,200
<u>Value in Words</u>	seven thousand two hundred dollars				
104-10-3	Sediment Barrier	583	LF	1.90	1,107.70
<u>Value in Words</u>	one dollar and ninety cents				
104-18	Inlet Protection System	6	EA	160.00	960.00
<u>Value in Words</u>	one hundred sixty dollars				
110-1	Clearing and Grubbing	1	LS	50000	50,000
<u>Value in Words</u>	fifty thousand dollars				
120-72	Gravel (1/2" - 3/4" stone)	247	TN	109.00	26,923.00
<u>Value in Words</u>	one hundred nine dollars				
160-4	Stabilization Type B	3,282	SY	11.50	37,743.00

<u>Value in Words</u>	eleven dollars and fifty cents				
285-701	Optional Base Group 01	1,293	SY	21.25	27,476.25
<u>Value in Words</u>	twenty one dollars and twenty five cents				
285-709	Optional Base Group 09	802	SY	46.00	36,892.00
<u>Value in Words</u>	forty six dollars				
327-70-1	Milling Existing Asphalt Pavement (1" Ave.)	519	SY	12.00	6,228.00
<u>Value in Words</u>	twelve dollars				
334-1-13	Type SP Asphaltic Concrete (Traffic Level C)	190	TN	220.00	41,800.00
<u>Value in Words</u>	two hundred twenty dollars				
337-7-32	Asphaltic Concrete Friction Course FC-9.5 (Rubber)	74	TN	430.00	31,820.00
<u>Value in Words</u>	four hundred thirty dollars				
425-1-201	Inlet Type (P-9)	1	EA	7120.00	7,120.00
<u>Value in Words</u>	seven thousand one hundred twenty dollars				
425-4	Inlet Adjust	1	EA	4425.00	4,425.00
<u>Value in Words</u>	four thousand four hundred twenty five dollars				
425-5-1	Adjusting Clean outs/ Manholes	25	EA	875.00	21,875.00
<u>Value in Words</u>	eight hundred seventy five dollars				
425-6	Adjusting Valve Boxes/ Water Meters	24	EA	700.00	16,800.00
<u>Value in Words</u>	seven hundred dollars				
520-1-10	Concrete Curb and Gutter Type F	418	LF	34.00	14,212.00
<u>Value in Words</u>	thirty four dollars				
520-2-4	Concrete Curb Type D	1,979	LF	32.00	63,328.00
<u>Value in Words</u>	thirty two dollars				
522-1	Concrete Sidewalk (4")	1,005	SY	58.00	58,290.00
<u>Value in Words</u>	fifty eight dollars				
522-2	Concrete Sidewalk (6")	545	SY	67.00	36,515.00

<u>Value in Words</u>	sixty seven dollars				
570-1-2	Performance Turf (SOD)	1,460	SY	2.70	3,942.00
<u>Value in Words</u>	two dollars and seventy cents				
700-20-11	Single Post Sign (Less Than 12 SF)	2	AS	232.00	464.00
<u>Value in Words</u>	two hundred thirty two dollars				
700-20-40	Single Post Sign (Relocate)	15	AS	29.00	435.00
<u>Value in Words</u>	twenty nine dollars				
705-11-1	Tubular Delineators	155	EA	87.00	13,485.00
<u>Value in Words</u>	eighty seven dollars				
706-3	Reflective Pavement Markers	187	EA	4.10	766.70
<u>Value in Words</u>	four dollars and ten cents				
711-11-111	Thermoplastic Solid Traffic Stripe (6" White)	1.085	NM	3825.00	4,150.13
<u>Value in Words</u>	three thousand eight hundred twenty five dollars				
711-11-122	Thermoplastic Solid Traffic Stripe (8" White)	232	LF	1.00	232.00
<u>Value in Words</u>	one dollar				
711-11-123	Thermoplastic Solid Traffic Stripe (12" White)	556	LF	1.60	889.60
<u>Value in Words</u>	one dollar and sixty cents				
711-11-124	Thermoplastic Solid Traffic Stripe (18" White)	97	LF	2.25	218.25
<u>Value in Words</u>	two dollars and twenty five cents				
711-11-125	Thermoplastic Solid Traffic Stripe (24" White)	180	LF	3.20	576.00
<u>Value in Words</u>	three dollars and twenty cents				
711-11-160	Pavement Message	6	EA	87.00	522.00
<u>Value in Words</u>	eighty seven dollars				
711-11-211	Thermoplastic Solid Traffic Stripe (6" Yellow)	0.741	NM	3825.00	2,834.33
<u>Value in Words</u>	three thousand eight hundred twenty five dollars				
711-11-231	Thermoplastic Skip (10-30) Traffic Stripe (6" Yellow)	0.254	GM	985.00	250.19

<u>Value in Words</u>	nine hundred eighty five dollars				
A-1	Allowances	1	LS	\$35,000	\$35,000
<u>Value in Words</u>	thirty five thousand dollars				

**Additive/ Alternative Item\***

440-1-60	Underdrain (Seepage Trench)	100	LF	93.00	9,300.00
<u>Value in Words</u>	ninety three dollars				

*\*please refer to bid item note #13*

**BASE BID AMOUNT**      \$ 713,180.14

**BASE BID AMOUNT (IN WORDS)** seven hundred thirteen thousand one hundred eighty dollars and 14/100

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Bid Item Notes:

1. Bid Item 101-1 is a lump sum pay item for all mobilization and de-mobilization costs, Field Engineering, Construction Layout, Final Certified As-built, and pre-construction video.
2. Bid Item 102-1 is a lump sum pay item for a Maintenance of Traffic and includes all temporary traffic control devices, warning devices, barriers, pedestrian access maintenance, and detours as required. All crosswalks and sidewalks shall remain open and free of obstructions. Temporary paint for roadways and crosswalks shall be maintained throughout the project duration at no additional cost.
3. Bid Item 104-10-3, 104-18 includes the cost furnishing and installing any erosion control materials, and inlet protection systems required during construction per FDOT Standard Index 102.
4. Bid Item 110-1-1 is a lump sum pay item that includes the removal and disposal of all existing asphalt/concrete pavement, concrete sidewalk, curbs, drainage structures and pipes, and other facilities necessary to prepare the area for the proposed construction. Also includes the cost of root pruning, tree trimming and relocation/removal of existing trees/plantings and any associated permits as required for the project.
5. Bid Item 120-72 includes the cost of the filter fabric and all required grading and excavation necessary to achieve the final elevation.
6. Bid Item 285-701 and 285-709 includes the cost of excavation and fill necessary to achieve the final elevations depicted in the plans.
7. Bid Items 425-1-201, and 425-4 includes all costs associated with installing inlets, adjusting existing inlets, and all drainage pipe connections per the plans. Furthermore, it includes all the fittings and the cost of pipe necessary for connection of proposed inlet to the existing system.
8. Bid Item 425-5-1, and 425-6 (A) includes cost for raising or lowering valve boxes, manholes ring and covers, or other appurtenances. Cost will include full compensation for all work and materials required. Payment will be based on the unit price stated in the Contractor's Proposal.

Where valve boxes, manholes, or other appurtenances are within the area to receive asphalt concrete pavement restoration, these appurtenances shall be raised, lowered, and leveled as required so their top is level with the finished elevation or the new asphalt layer. Consider any delays or costs experienced from such obstructions as incidental to the paving operation. Protect all covers during asphalt application. When valve boxes, manholes, or other appurtenances are raised, lowered, leveled the asphalt concrete pavement will be saw cut and removed a minimum of one foot from the excavated area. The excavated area will be backfilled with crushed lime rock per division Lap specifications 120 Earthwork.

These items include the cost for the Installation New Sewer/Water Meter Boxes w/Lids; cost shall include labor, equipment and materials, cost shall include lateral and vertical adjustments needed for the sewer clean outs and the water meters.

Sewer cleanout boxes shall be made from 100% homogenous polyethylene material having a minimum wall thickness of .550 inch, a compartment size of 12-inches by 20-inches with a clear opening of 10-inches by 17-inches. Provide knockouts or notches in each end sized to allow placement of a 6-inch PVC pipe inside the box. Vertical crush to exceed 20,000 pounds and sidewall loading to exceed 180 pounds per square inch. A



flange shall encircle the top area for installation in concrete. Cleanout covers shall be cast of ductile conforming to ASTM A-536-84, grade 60-40-18. The meter box covers shall meet or exceed Federal specifications RR-F-621D for a minimum Proof load of 25,000 pounds on 9"x 9" area. All boxes and covers shall be manufactured by Mid-States Plastics, Mount Sterling, KY. Florida Master Distributor: Ferguson Water Works. (561-844-3222) or approved equal.

Water meter boxes shall be Mid- States MS # 15P meter box or equal, covers shall have cast iron reading lid.

9. Bid Item 520-1-10 and 520-2-4 includes excavation and embankment required to achieve the final elevation. Also includes removal and disposal of existing related concrete items outside clearing and grubbing limits, and all labor and materials to complete the work.
10. Bid Item 522-1 and 522-2 includes excavation and embankment required to achieve the elevations indicated in the plans. Also includes removal and disposal of existing related concrete items outside clearing and grubbing limits, and all labor and materials to complete the work. The Contractor is responsible for all site work and construction supervision required to meet ADAAG /ADA specifications when placing concrete. Includes the cost of concrete and reinforcement for thickened edge. Furthermore, includes the cost of the material and labor required for the harmonization at all driveways.
11. Bid Item 570-1-2 includes embankment, excavation, and/or any top soil material required to achieve the elevations indicated in the plans.
12. Bid Item A-1 any portion of this allowance that remains after all authorized payments has been made will be withheld from contract payments and will remain with the OWNER.
13. Bid Item 440-1-60 Underdrain (Seepage Trench) this item is to be used at the discretion of the engineer. Quantities may be increased, decreased or omitted as directed by the Engineer. Refer to Section 02440 for applicable specifications and details.

**NOTE: The CONTRACTOR'S unit prices shall include full compensation for all Proposal Items listed above.**

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SURETY

Western Surety Company whose address is

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

BIDDER

The name of the Bidder submitting this Proposal is

Wright Construction Group, Inc. doing business at

1105 Taylor Rd -Suite "L", Punta Gorda, FL, 33950  
Street City State Zip

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

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

Name	Title
<u>Fred M. Edman</u>	<u>President</u>
<u>Fred M. Edman</u>	<u>Secretary</u>
<u>Mitchel G. Bueltel</u>	<u>Treasurer</u>
<u>George A. Powell</u>	<u>Vice President, Civil</u>
<u>Keith A. Moyer</u>	<u>Vice President, Building</u>

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his (its) hand this 20th day of October 2010.

\_\_\_\_\_  
Signature of Bidder


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 20th day of 2010.

(SEAL)

Wright Construction Group, Inc.  
Name of Corporation

By   
George A. Powell

Title Vice President

Attest   
Secretary/President

EXPERIENCE OF BIDDER

The Bidder states that he is an experienced Contractor and has completed similar projects within the last 5 years.

(List similar projects, with types, names of owners, construction costs, Engineers, and references with phone numbers. Use additional sheets if necessary.)

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Type: Fruitville Road Widening, Owner: Sarasota County

Cost: \$8,557,903.00, Engineers: Wilbur Smith Assoc. 941-366-8108

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Type: US 41/Pompano/Shreve Geometric Improvement,

Owner: City of Punta Gorda, Cost:\$372,251.00,

Engineers: Boyle Engineering Corp. 941-377-9496

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Type: Elementary School Roadway Improvements,

Owner: School District of Collier County, Cost: \$566,178.00

Engineers: Johnson Engineering 941-625-9919

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Type: Woodlands at Shell Point-Complete Site Development,

Lakes, Roads, Utilities, Docks, Landscape, and all site amenities.

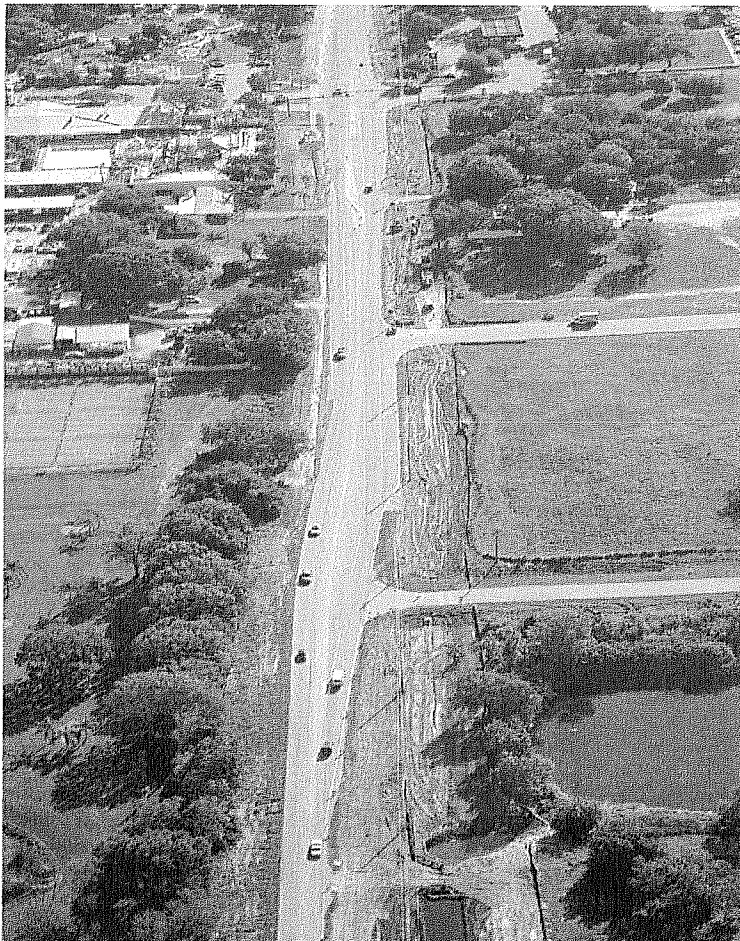
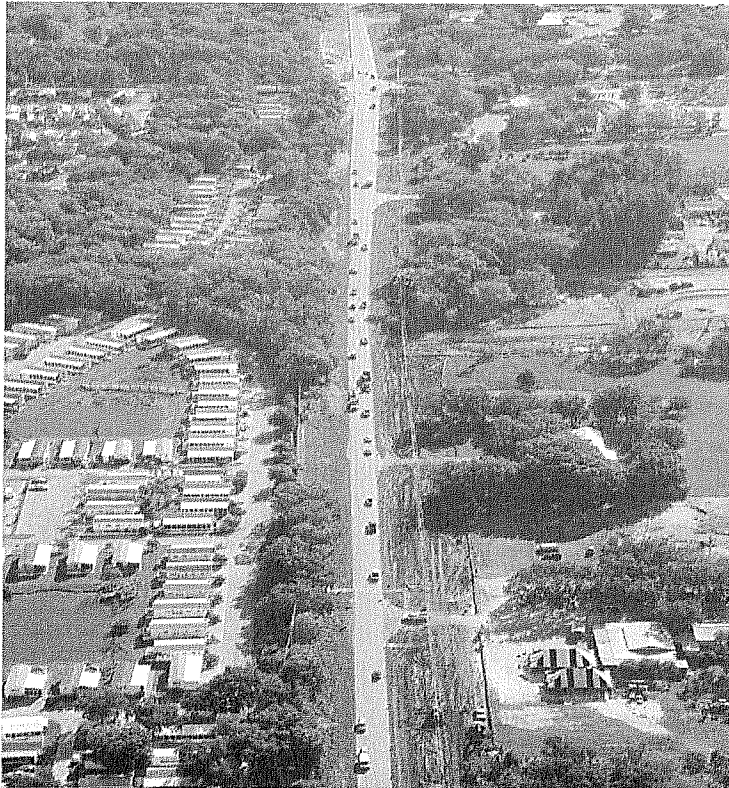
Owner: Christian Missionary Alliance, Cost: \$75,000,000.00

Engineers:RDG Schutte Wilsam Birge 402-392-0133

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## *Fruitville Road Widening, Phase II*

*Sarasota County, Florida*



Contract Type: Prime Construction Manager  
Estimated Cost: \$8,557,903.00  
Began: September 2009  
Estim. Completion: September 2010  
Project Manager: Mark Valin, 25 Years Exp.  
Site Super: Garnet McCurdy, 38 Years Exp.

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**Owner:** Sarasota County  
**Contact:** Ryan C. Newcomb, P.E.  
**Address:** 1001 Sarasota Center Blvd.  
Sarasota, FL 34240  
**Phone:** (941) 861-0896  
**Fax:** (941) 861-0762

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**Contact:** Wilbur Smith Association  
Christopher Pecor, P.E.  
**Address:** 3277 Fruitville Road,  
Bldg C Suite 2  
Sarasota, FL 34237  
**Phone:** (941) 366-8108  
**Fax:** (941) 366-8114

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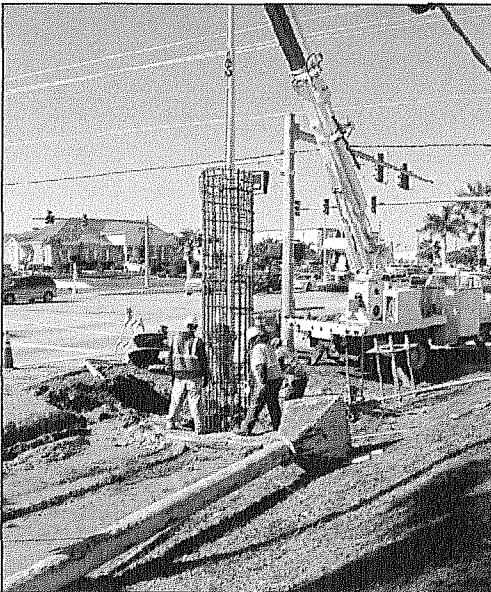
Wright Construction is providing construction management services for the roadway project in Sarasota County. Project scope: Widening of the current two-lane road segment to four divided lanes from I-75 to Tatum Road. It includes:

- drainage
- four foot wide bicycle lanes
- street lighting and signalization
- 10' wide concrete and paver sidewalks on both sides of Fruitville Road
- water main and stormwater pipes for a 1.5 mile stretch of tree-lined streets

The design features incorporated into this project include decorative asphalt, utilization of pavers for landscaped tree lined medians and street lighting featuring LED fixtures which will result in a beautiful, new "Green" project.

# *US 41 / Pompano / Shreve Geometric Improvement Project*

*Charlotte County, Florida*



Contract Type: Prime Contractor  
Contract Amount: \$372,251.00  
Began: November 2009  
Completed: April 2010  
Project Manager: Jim Powell, 40 Years Exp  
General Super: Garnet McCurdy, 38 Years Exp.  
Site Super: Neil Monkman, 31 Years Exp.

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**Owner:** City of Punta Gorda  
**Contact:** Linda Sposito  
**Address:** 326 W. Marion Ave.  
Punta Gorda, FL 33950  
**Phone:** (941) 575-5060  
**Fax:** (941) 575-5044  
**Email:** lsposito@ci.punta-gorda.fl.us

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**Engineer:** Boyle Engineering Corp.  
**Address:** 5971 Cattleridge Blvd. Ste. 200  
Sarasota, FL 34232  
**Phone:** (941) 377-9496

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#### Project scope included:

- Maintenance of Traffic
- Erosion / Sediment Control/ Environment
- Clearing & Grubbing
- Utility Adjustments and Relocations
- Drainage Systems Improvements
- Signalization, including Directional Bores
- Turn Lane Additions
- Roadway Widening
- Pavement Reconditioning
- Milling
- Resurfacing



# *FDOT Anna Maria Bridge Repairs and Renovations*

*Manatee County, Florida*



Contract Type: Design/Build  
Estimated Cost: \$410,427.00  
Began: October 2009  
Estim. Completion: 2010  
Project Manager: Neil Monkman, 31 Years Exp.  
Superintendent: Garnet McCurdy, 38 Years Exp.

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Owner: FDOT—District One  
Contact: Felipe Alvarez  
Address: 801 North Broadway Ave  
Bartow, FL 33830  
Phone: (863) 519-2610

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Contact: **WilsonMiller Engineering**  
Ralph Verrastro, P.E.  
Address: 3200 Bailey Lane, Suite 200  
Naples, FL 34105  
Phone: (239) 649-4040  
Fax: (239) 263-6446

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Wright Construction is providing Design/Build services for the rehabilitation of two bridges, City of Anna Maria Bridges – Crescent Drive over Crescent Drive Canal and North Bay Boulevard over North Canal.

The Scope of work includes:

- beam repairs
- installation of pile jackets
- embankment restoration
- retaining wall repair
- pressure grouting of the approach

This project is funded through the American Recovery and Reinvestment Act of 2009 (ARRA).

# *Billy Creek Preserve, Filter Marsh Environmental Restoration*

*Lee County, Florida*



Contract Type: Prime Construction Manager  
Estimated Cost: \$1,617,873.00  
Began: January 2009  
Completed: June 2010  
Project Manager: Scott Loiacano, 10 Years Exp.  
Superintendent: Garnet McCurdy, 38 Years Exp.

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**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  
**Email:** mgrigsby@cityftmyers.com

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**Contact:** David M. Jones  
Greg Diserio, P.E.  
**Address:** 2221 McGregor Blvd.  
Fort Myers, FL 33901  
**Phone:** (239) 337-5525  
**Fax:** (239) 337-4494  
**Email:** gdiserio@dmjafl.com

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Wright Construction has completed 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 plant 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 Filter Marsh 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 are to: reduce nutrient loading to the Caloosahatchee River, address localized flooding, integrate the community on environmental issues, emphasize the importance of protecting natural resources and provide public education on stormwater pollution.

# State Road 80 Utility Replacement Project

Lee County, Florida



Above: State Road 80 (1st Street) in Fort Myers Looking West Right: Drainage Installation.

Contract Type: Prime Construction Manager  
Contract Amount: \$14,266,566.00  
Final Amount: \$12,879,895.00  
Savings of \$1,386,671.00  
Contract Period: 575 Days  
Completed: 2008  
Project Manager: Jim Powell, 40 Years Exp.  
Superintendent: Garnet McCurdy, 38 Years Exp.

Owner: City of Fort Myers  
Contact: Saeed Kazemi, P.E.  
Address: 2200 Second Street  
Fort Myers, FL 33902  
Phone: (239) 321-7459  
Fax: (239) 344-5943

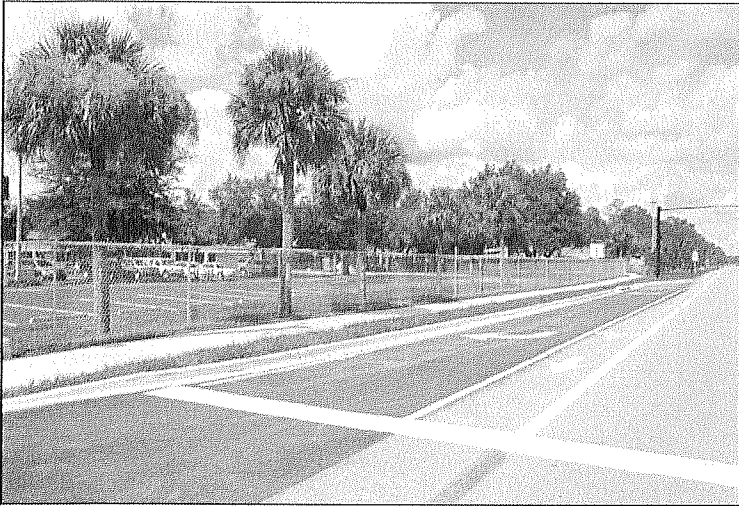
QC Contact: WilsonMiller Engineering  
Ralph Verrastro, P.E.  
Address: 3200 Bailey Lane, Suite 200  
Naples, FL 34105  
Phone: (239) 649-4040  
Fax: (239) 263-6446

Complete reconstruction of SR 80 (1<sup>st</sup> Street) for the City of Fort Myers including clearing, demolition, utility replacements, roadway, curb, drainage, utility coordination, signalization, major MOT, landscaping, street lighting, bypass pumping, and grading. 1000' of 15" sewer pipe bursting was added to our contract in addition to milling and paving of 2nd Street. All associated MOT was included with this work as well.



# *Big Cypress Elementary School Roadway Improvements*

*Collier County, Florida*



Contract Type: Prime Construction Manager  
Contract Amount: \$566,178.00  
Contract Period: Completed August 2009  
Project Manager: Jim Powell, 40 Years Exp.  
Site Super: Andrew Powell, 10 years Exp.

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**Owner:** School District of Collier County  
**Contact:** Fai Chan  
**Address:** 5775 Osceola Trail  
Naples, FL 34109  
**Phone:** (239) 377-0240  
**Fax:** (239) 377-0231

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**Engineer:** Johnson Engineering  
**Address:** 18501 Murdock Circle  
Port Charlotte, FL 33946  
**Phone:** (941) 625-9919  
**Fax:** (941) 625-3269

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- This project included:
- Maintenance of Traffic
  - Erosion / Sediment Control / Environment
  - Clearing & Grubbing
  - Utility Adjustments and Relocations
  - Drainage Systems Improvements
  - Signalization, including Four Under Borings
  - Turn Lane Additions
  - Irrigation
  - Landscaping
  - Coordination with multiple utility service providers including the relocation of a major fiber-optic cable

# Eden Park Elementary

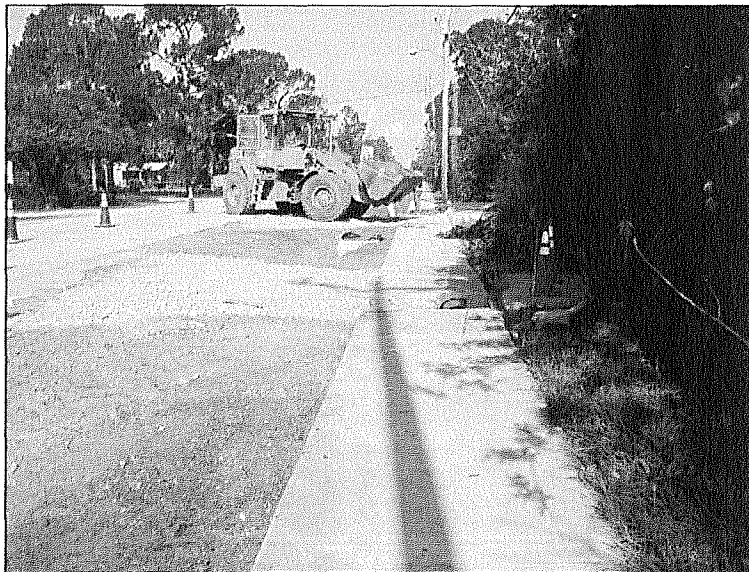
Collier County, Florida



Contract Type: CM at Risk  
Square Footage: 120,000  
Estimated Cost: \$27,350,000.00  
Actual Cost: \$23,500,000.00  
Began: September 2006  
Completed: June 2008  
Completed—30 days Early  
Project Manager: Andy Powell, 35 Years Exp.  
Superintendents: Garnet McCurdy, 38 Years Exp.  
Andrew Powell, 10 Years Exp.

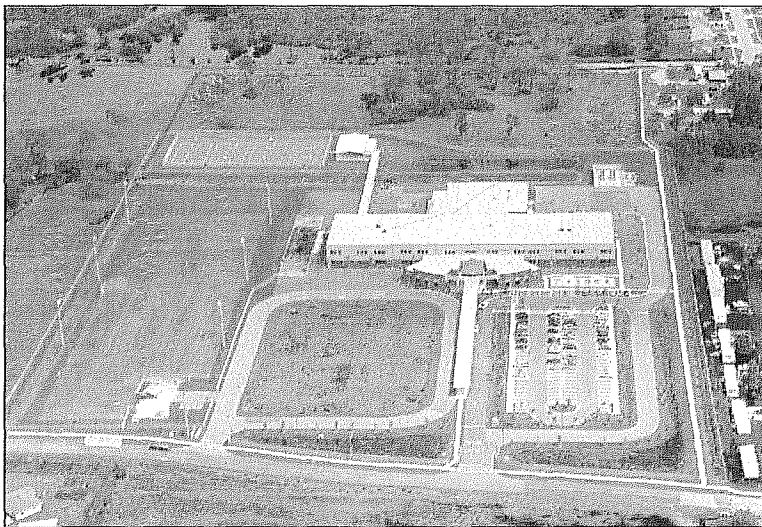
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Owner: School District of Collier County  
Contact: Fai Chan  
Address: 5775 Osceola Trail  
Naples, FL 34109  
Phone: (239) 377-0240  
Fax: (239) 377-0231



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Architect: Harvard Jolly  
Contact: Tyler F. Patak, Senior Architect  
Address: 1342 Colonial Blvd.,  
Building H, Ste. 60  
Fort Myers, FL 33907  
Phone: (239) 275-7774  
Fax: (239) 275-0447

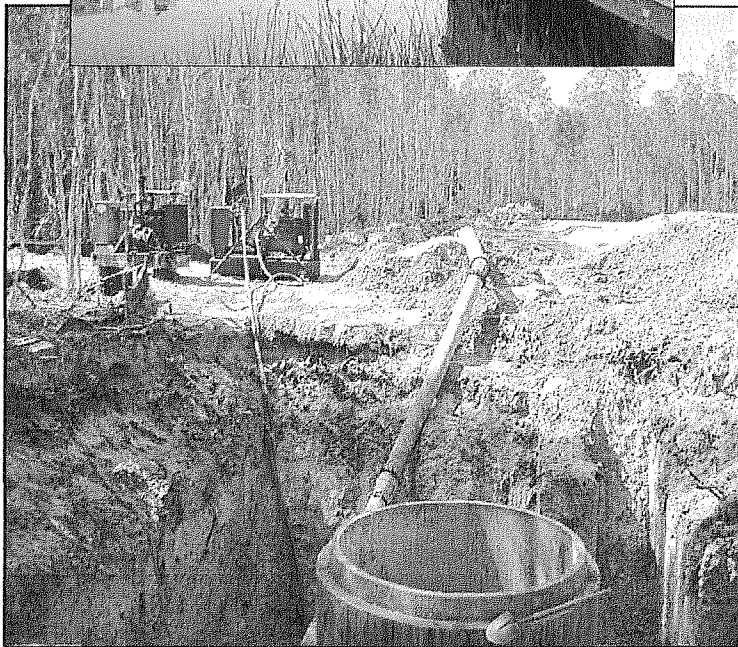


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**Complete Civil Work including:**  
100,000 cubic yards of imported fill, Site Preparation, Excavation and Earthwork for Foundations, Clearing and Grubbing, Dewatering, Trenching and Backfilling, Rock Removal, Erosion and Sedimentation, Installation of Buried Pressure Piping, Cleaning and Flushing of Pressure Piping, Testing of Pressure Piping Systems, Disinfection of Potable Water Piping, Disinfection of Potable Water Storage Tanks, Tracer Tape for Buried Piping Systems, Buried Wastewater Pressure Piping System Materials, Gravity Sanitary Sewerage Systems, Buried Wastewater Force Main Materials, Pre-cast Concrete Structures for Utilities, Storm Sewers and Structures, Limerock Base Course, Curbs, Gutters, and Sidewalks, Asphaltic Concrete Pavement, Pavement Marking, Concrete Sidewalks, Athletic Surfacing, Chain Link Fence and Gates, Sodding, Restoration of Roadways and Sidewalks.

# *The Woodlands at Shell Point*

*Lee County, Florida*



Contract Type: Construction Management  
Estimated Cost: \$75,000,000.00  
Completion Date: October 2005  
Project Manager: Andy Powell, 35 Years Exp.  
Jim Powell, 40 Years Exp.

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**Owner:** Christian Missionary Alliance,  
Shell Point Village  
**Contact:** Bob Southern  
**Address:** 15000 Shell Point Blvd.  
**Phone:** (239) 454-8792  
**Fax:** (239) 415-3370

---

**Architect:** RDG Schutte Wilscam Birge  
**Contact:** John Birge  
**Address:** 900 Farnam on the Mall, Ste. 100  
Omaha, NE 68102  
**Phone:** (402) 392-0133  
**Fax:** (402) 392-0413

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This project included complete site development, lakes, roads, utilities, docks, landscape, and all site amenities. The buildings include 476 living units including both independent and assisted living, common areas, full commercial kitchens and multiple dining venues, as well as parking garages. Six years and Four Phases to complete.

## *Ten Mile Canal Linear Park and Filter Marsh*

*Lee County, Florida*

Contract Type: Construction Management  
Estimated Cost: \$2,683,242.00  
Completed: November 2005  
10 Months for Completion  
Project Manager: Jim Powell, 40 Years Exp.  
Superintendent: Garnet McCurdy, 38 Years Exp



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**Owner:** Lee Co Construction & Design  
**Address:** 1500 Monroe Street  
Fort Myers, FL  
**Phone:** (239) 479-8303

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

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**Engineer:** ECT Inc.  
**Contact:** Ron Edenfield  
**Address:** 4100 Center Point Dr.  
Fort Myers, FL  
**Phone:** (239) 277-0003

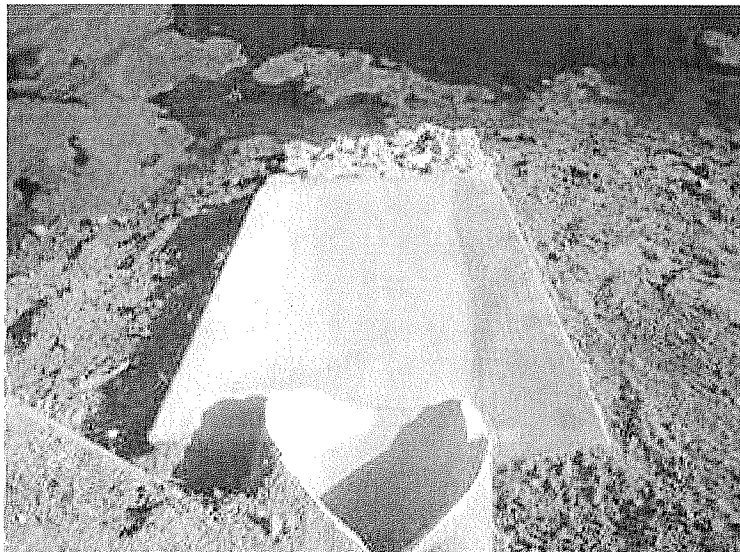
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The Ten-Mile Canal filter marsh project was designed to clean the water flowing along the canal into Estero Bay by natural means. Unlike many filter marshes throughout the country, the Ten-Mile project is unique because of its linear layout. Along 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 runoff 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 through pipes that run under the walking path between the canal and filter marsh.

# Fort Myers Bridge and Culvert Repairs

Lee County, Florida



Contract Type: Prime Contractor  
Cost: \$193,266.23  
Began: August 2008  
Completed: December 2008  
148 Days Ahead of Schedule  
Project Manager: Neil Monkman, 31 Years Exp.

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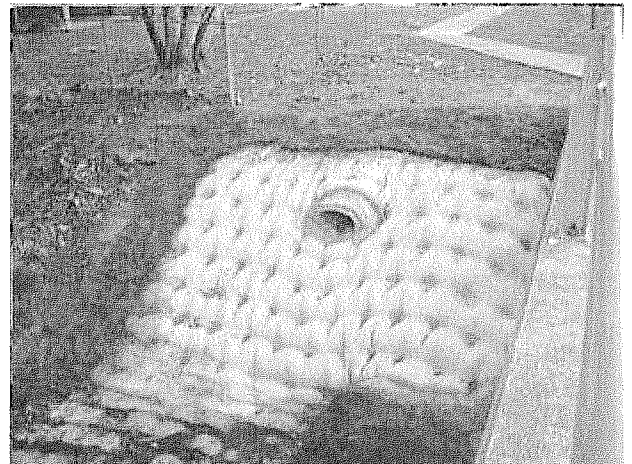
**Owner:** City of Fort Myers  
**Contact:** Albert Melendez  
**Address:** 2200 Second Street  
Fort Myers, FL 33902  
**Phone:** (239) 332-6880  
**Fax:** (239) 461-7183

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**Engineer:** Jenkins and Charland / TRC  
**Address:** 12381 Cleveland Ave, Suite 204  
Fort Myers, FL 33912  
**Phone:** (239) 939-1414  
**Fax:** (239) 278-4299

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This project included a repair and maintenance contract for 13 box culverts and overpasses throughout the City of Fort Myers. Repairs included epoxy injection of cracks, concrete pavement replacement, guardrail repairs and replacement, fabric formed rip rap concrete, sheet piling installation and embankment repairs. This project was completed with \$10,000.00 in savings and a zero punch list.





# Collier County Sheriff's Fleet Facility

Collier County, Florida



Contract Type: Construction Manager at Risk  
Square Footage: 51,000  
Cost: \$9,273,000.00  
Began: February 2008  
Completed: April 2009  
Project Manager: Mark Valin, 25 Years Exp.  
Superintendents: Garnet McCurdy, 38 Years Exp.  
Jeff Kelly, 10 Years Exp.

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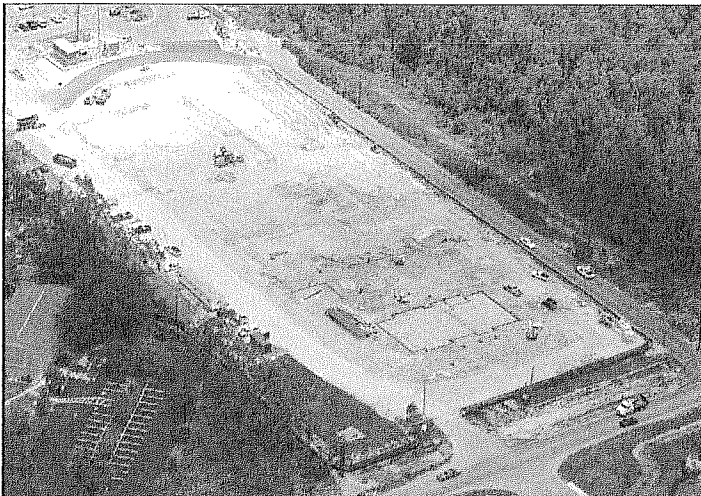


Owner: Collier County BOCC  
Contact: Hank Jones  
Address: 3301 Tamiami Trail E Bldg. W  
Naples, FL 34112  
Phone: 239-774-8380  
Fax: 239-793-3795  
Email: HankJones@colliergov.net

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Architect: Disney & Associates  
Contact: Dalas Disney  
Address: 1865 Veterans Park Dr. Ste 301  
Naples, FL 34109  
Phone: 239-596-2872  
Fax: 239-596-2874  
Email: DalasD@disneyarchitect.net

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This project included both civil and building construction management services. The civil construction management services included: sitework, demolition of existing structures, infrastructure, utilities, truck and car wash, and associated roadways and parking facilities. The final phase was the fuel facility, providing 40,000 total gallons of gas, diesel, and ethanol for all County Fleet vehicles. Hazard waste from the old structure was managed with extreme caution in order to protect the environment.

# *Collier County Fleet Facility*

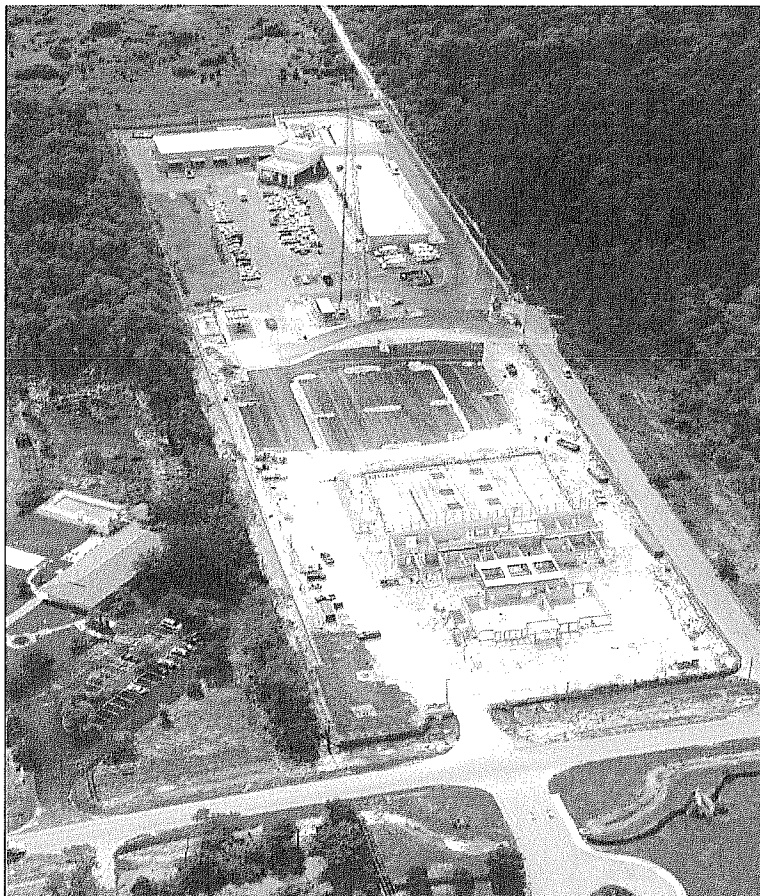
*Collier County, Florida*

Contract Type: Construction Manager at Risk  
Square Footage: 43,000  
Cost: \$9,316,811.00  
Completed: February 2008  
Project Manager: Mark Valin, 25 Years Exp.  
Superintendents: Garnet McCurdy, 38 Years Exp.  
Jeff Kelly, 10 Years Exp.



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**Owner:** Collier County BOCC  
**Contact:** Hank Jones  
**Address:** 3301 Tamiami Trail E Bldg. W  
Naples, FL 34112  
**Phone:** 239-774-8380  
**Fax:** 239-793-3795  
**Email:** HankJones@colliergov.net



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**Architect:** Disney & Associates  
**Contact:** Dalas Disney  
**Address:** 1865 Veterans Park Dr. Ste 301  
Naples, FL 34109  
**Phone:** 239-596-2872  
**Fax:** 239-596-2874  
**Email:** DalasD@disneyarchitect.net

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This project included both civil and building construction management services. The civil construction management services included: sitework, demolition of existing structures, infrastructure, utilities, and associated roadways and parking facilities.

# Mooringline Drive Bridge Rehabilitation

Collier County, Florida

City of Naples Bridge (on Mooringline Drive over Doctor Pass Inlet)  
Project scope includes: surveys, geotechnical investigations, design, and acquisition of all permits, any modification of permits, MOT, demolition, and construction (Project Management). Wright is also coordinating all utility relocations.

Scope of work includes:

1. Installation of Department approved, 3 sided galvanic cathodic integral structural jackets
2. Replacement of existing approach slabs and stabilize fill to prevent erosion of backfill with chemical injection or other approved means
3. Mill and resurface approaches
4. Seal open wall joints with grout
5. Reconstruction of curb and gutter
6. Deck Joints Construction concrete headers and silicone expansion joints
7. Concrete restoration – provide concrete restoration to include crack injection (if necessary) and spall repair of deteriorated concrete
8. Replace bridge and approach slab concrete barriers
9. Replace guardrail attachments to concrete bridge barriers
10. Repair longitudinal asphalt cracks

Contract Type: Design / Build  
Estimated Cost: \$729,800.00  
Began: July 2010  
Estim. Compl: March 2011  
Project Manager: Neil Monkman  
Super: Andrew Powell

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**Owner:** FDOT—District One  
**Contact:** David Holden  
**Address:** 801 North Broadway Ave.  
Bartow, FL 33830  
**Phone:** (239) 646-7852  
**Engineer:** WilsonMiller/Stantec  
**Contact:** Ralph Verrastro, P.E.  
**Address:** 3200 Bailey Lane, Ste 200  
Naples, FL 34105  
**Phone:** (239) 649-4040  
**Fax:** (239) 643-5716



**ATTACHMENT: I**

FORM 575-060-13  
RIGHT OF WAY - 05/01

**NON-COLLUSION DECLARATION AND  
COMPLIANCE WITH 49 CFR §29.**  
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

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

I, George A. Powell, hereby  
(NAME)  
declare that I am Vice President of Wright Construction Group, Inc.  
(TITLE) (FIRM)  
Of Punta Gorda, Florida  
(CITY AND STATE)  
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.

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

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

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

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

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

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

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

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



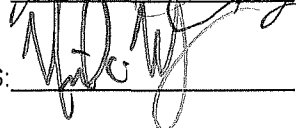
EXCEPTIONS:

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

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

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

CONTRACTOR: (Seal)

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

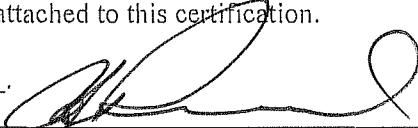
Executed on this 20th day of October, 2010

**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 Road

Street Address

Suite L

Building, Suite Number

Punta Gorda, FL 33950

City/State/Zip Code

941-637-4728

Area Code/Telephone Number

FLORIDA TRENCH SAFETY ACT ACKNOWLEDGMENT

If this Project involves trench excavations that will exceed a depth of 5 feet, pursuant to Florida Statutes, Chapter 553, Part VI, Trench Safety Act will be in effect and the undersigned Bidder hereby certifies that such Act will be complied with during the construction of this Project.

Bidder acknowledges that included in the various items of the bid and in the total bid price are costs for complying with the Florida Trench Safety Act. Bidder further identifies the cost to be as summarized below:

Trench Safety Measure (Description)	Units of Measure (LF SY)	Quantity	Unit Cost	Extended Cost
A. _____				
B. _____				
C. _____				
D. _____				
				TOTAL \$ _____





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

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 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 11th day of October, 2010.

PRINCIPAL Wright Construction Group, Inc.

By 

SURETY Western Surety Company

By 

Attorney-In-Fact John R. Neu  
& FL Licensed Agent

\* \* \* \* \*

# 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

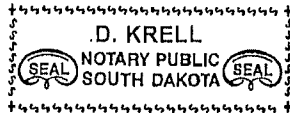


Paul T. Bruflat  
Paul T. Bruflat, Senior Vice President

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 11th day of October, 2010.



WESTERN SURETY COMPANY

L. Nelson  
L. Nelson, Assistant Secretary

**ANTI-KICKBACK AFFIDAVIT**

STATE OF FLORIDA                    )  
  : SS  
COUNTY OF MONROE                )

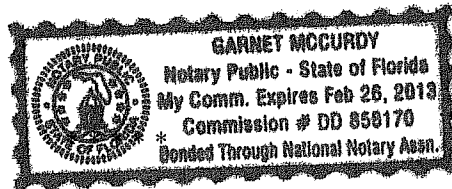
I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: \_\_\_\_\_ *[Handwritten Signature]* V.P. \_\_\_\_\_

Sworn and subscribed before me this 14<sup>TH</sup> day of OCTOBER, 2010

NOTARY PUBLIC, State of Florida at Large *[Handwritten Signature]*

My Commission Expires:



**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 Key West Atlantic  
Boulevard Enhancements

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

whose business address is 1105 Taylor Rd, 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 \_\_\_\_\_)

3. My name is George A Powell  
(please print name of individual signing)

and my relationship to the entity named above is Vice President

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.

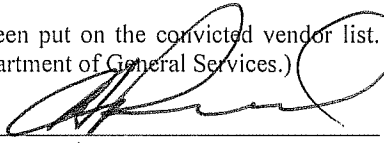
- 7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision 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).

X 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 20th, 2010  
 \_\_\_\_\_  
 (date)

STATE OF Florida

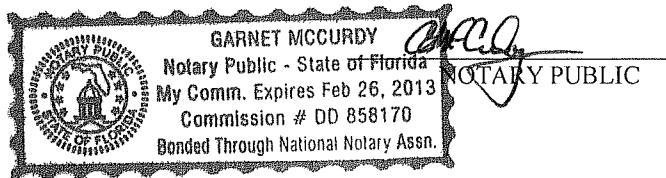
COUNTY OF Charlotte

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

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

signature in the space provided above on this 14 day of October, 2010.

My commission expires:



**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.

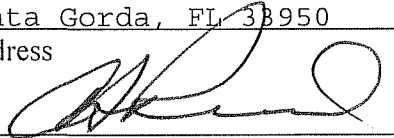
The indemnification provided above shall obligate Contractor to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at the City of Key West's option, any and all claims of liability and all suits and actions of every name and description 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 20th, 2010

**PROHIBITED INTERESTS FORM AND NOTICE**


I George A. Powell, Vice President certify that neither Wright Construction Group, Inc.  
(Printed Name) (Title) (Company Name)

nor any of its subcontractors shall enter into any contract, subcontract or arrangement in connection with the project or any property included or planned to be included in the project in which any member, officer or employee of the agency or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interests is immediately disclosed to the City of Key West, The City of Key West, with prior approval of the Department of Transportation, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the City of Key West or the locality relating to such contract, subcontract or arrangement

NOTICE: The FDOT requires the City of Key West to insert in all contracts entered into in connection with the project or any property included or planned to be included in any project, and shall require its contractors to insert in each of their subcontracts, the following provision:

“No member, officer or employee of the Agency or of the locality during this tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.”

The provisions of this paragraph shall not be applicable to any agreement between the Agency and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a government agency.



Signature



MAY 24 2010



## Florida Department of Transportation

CHARLIE CRIST  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

STEPHANIE C. KOPELOUSOS  
SECRETARY

May 20, 2010

WRIGHT CONSTRUCTION GROUP, INC.  
5811 YOUNGQUIST RD  
FT MYERS FL 33912

RE: CERTIFICATE OF QUALIFICATION

Dear Sir/Madam:

The Department of Transportation has qualified your company for the amount and the type of work indicated below. Unless your company is notified otherwise, this rating will expire 6/30/2011. However, the new application is due 4/30/2011.

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

MAXIMUM CAPACITY RATING: \$47,550,000.00

**FDOT APPROVED WORK CLASSES:**

DRAINAGE, FLEXIBLE PAVING, GRADING, INTERMEDIATE BRIDGES, MINOR BRIDGES, R&R MINOR BRIDGES

**FDOT APPROVED SPECIALITY CLASSES OF WORK:**

SEWER & WATER TREATMENT PLANTS AND SIDEWALK

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

Sincerely,

A handwritten signature in cursive script that reads "Juanita Moore".

Juanita Moore, Manager  
Contracts Administration Office

JM:cj



SURETY CAPACITY ELIGIBILITY DETERMINATION\*

FIRM NAME

Wright Construction Group, Inc.

DATE

5/17/10

CURRENT RATIO FACTOR

2.00

Less than 1.00 - Not Eligible for Increased Bidding Capacity  
1.00 or Greater - Eligible

ABILITY SCORE

80

Less than 80 - Not Eligible for Increased Bidding Capacity.  
80 - 90 - See Table for Surety Multiplier.  
Greater than 90 - Amount Shown on Surety Letter.

TABLE

SURETY CAPACITY FORMULA

ABILITY SCORE	SURETY MULTIPLIER	(S.M.)	X	(MCR)	X	(CRV/TRV)
(A.S.)	(S.M.)	3		\$47,550,000.00		1.00
80	3.0					
81	3.4					
82	3.8	EQUALS				
83	4.2					
84	4.6					
85	5.0					
86	5.6					
87	6.2					
88	6.8					
89	7.4					
90	8.0					
>90	No limit to eligibility for surety backed Bid Capacity					

EQUALS SURETY CAPACITY ELIGIBILITY

\$142,650,000.00

\*Per Construction Approval

\* Please see Rule 14-22 for information regarding surety calculations.

**STATUS OF CONTRACTS ON HAND**

Give full information about all of your contracts, whether prime or subcontracts; whether in progress or awarded but not yet begun; and regardless of its location and with whom contracted.

1	2	3	4	5	6	7
CLASSES OF WORK	DOT PROJECTS AND LOCATION OF WORK YOU ARE PERFORMING	CONTRACT (OR SUBCONTRACT) AMOUNT	AMOUNT SUBLET TO OTHERS	BALANCE OF CONTRACT AMOUNT	UNCOMPLETED AMOUNT TO BE DONE BY APPLICANT	
					AS PRIME CONTRACTOR	AS SUBCONTRACTOR
Minor Bridge	Contract No E1117 Scour CounterMeasures at Bridge No. 040004 along CR 761	348600	191730	156,870	133,340	
Bridge Rehabilitation	Contract No E1116 City of Naples Bridge Repair - Mooringline Drive - Bridge No. 030125	729800	401390	328,410	311,990	
			<b>DOT WORK</b>	485,280		
				<b>(Col. 5 Subtotal)</b>	445,329	
CLASSES OF WORK	OTHER (Non-DOT) PROJECTS, OWNER, AND LOCATION OF WORK YOU ARE PERFORMING	CONTRACT (OR SUBCONTRACT) AMOUNT	AMOUNT SUBLET TO OTHERS	BALANCE OF CONTRACT AMOUNT		
	Shell Point Retirement Village 14200 Woodson Lane Fort Myers, FL 33908	3,990,000	2,952,600	1,037,400	674,310	
Grading	South Florida Water Management District 2301 Centerpark West Drive Suite 150 West Palm Beach, FL 33409	7,149,000	5,075,790	2,073,210	1,513,443	
Grading, Drainage, Flexible Pavement	Sarasota County 1660 Ringling Blvd Sarasota, FL 34236	8,557,904	5,134,742	3,423,162	1,198,107	
Grading, Drainage, Flexible Pavement	Glades County P.O. Box 1018 Moore Haven, FL 33471	4,824,035	3,859,228	964,807	713,957	
Grading, Drainage, Flexible Pavement	Edison State College 8099 College Parkway Fort Myers, FL 33919	<b>8,590,000</b>	<b>6,013,000</b>	<b>2,577,000</b>	<b>2,577,000</b>	
	Miscellaneous Work under \$500,000	4,548,040	3,411,030	1,137,010	750,427	

			OTHER WORK	11,212,589		
				(Col. 5 Subtotal)	7,427,244	
<b>PLEASE ENTER ATTACHMENT TOTALS ON THIS LINE</b>						
TOTAL UNCOMPLETED WORK ON HAND TO BE DONE BY YOU					7,872,573	
GRAND TOTAL						7,872,573
NOTE: Columns 3 and 4 to show total contract (or subcontract) amounts. Column 5 to be difference between columns 3 and 4. Amount in columns 6 or 7 to be uncompleted portion of amount in column 5. All amounts to be shown to nearest \$100.00. The Contractor may consolidate and list as a single item all contracts which individually do not exceed 3% of the total, and which, in the aggregate, amount to less than 20% of the total.						<b>Total of Columns 6 and 7 Must Be Filled In and Must Agree with Related Attachment(s), if furnished.</b>



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. 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

AC# 5133607

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 L10082703044

DETACH HERE

AC# 5133607

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L10082703044

Table with 3 columns: DATE, BATCH NUMBER, LICENSE NBR. Row 1: 08/27/2010, 100039050, CGC053444

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2012

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

CHARLIE CRIST
GOVERNOR

CHARLIE LIEM
SECRETARY

DISPLAY AS REQUIRED BY LAW

## 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.  | Proposal 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 shall demonstrate possession of required licenses and certificates to bid the job.   | [ ] |
| 11. | Proposal submitted intact with the volume entitled "proposal" and Contract Forms, 4 copies and 12 CD-Roms.                          | [ ] |
| 12. | Bid Documents submitted in sealed envelope and addressed and labeled in conformance with the instructions in the Invitation to Bid. | [ ] |
| 13. | Bidder submitted FDOT pre-certification paperwork   | [ ] |
| 14. | Bidder signed and submitted the suspension and debarment certification  | [ ] |
| 15. | Bidder signed and submitted non-collusion declaration and compliance with 49CFR29 form.   | [ ] |
| 16. | Bidder signed and submitted the Prohibited Interests Form   | [ ] |
| 17. | Remainder of Required Forms   | [ ] |

# CONTRACT ADDENDUM

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## CITY OF KEY WEST FLORIDA

### ATLANTIC BOULEVARD ENHANCEMENTS

#### WHITE STREET TO BERTHA STREET

Project No. GN 0710  
(Lap Agreement FM #421380-1)

To all,

The following is a list of addenda that shall govern all other contract documents to the extent specified.

**Addendum No. 1** – Page 3 (Invitation to Bid): The City’s contact information has changed as follows: **City of Key West Project Manager: Janet Muccino, 305-809-3867**

**Addendum No. 2** – Page 44 (Contract): First paragraph under the Daily Charge per Calendar Day Table shall be corrected as follows: As agreed on page 17 of the “Proposal”, the construction of the project, in all respects, shall be fully completed within one hundred and eighty (180) consecutive calendar days.

**Addendum No. 3** – Page 40 (Bidders Checklist): Bidders Checklist note 11 shall be corrected as follows: Bid submitted intact with the volume entitled “Bidding Requirements” and “Contract Forms”, 1 original, 2 copies and 2 CD-ROMs.

**Addendum No. 4** – Table of Contents (Contract Documents): Part 1 of the Table of Contents shall be corrected as follows:

<b>PART 1</b> .....	<b>1</b>
<b>BIDDING REQUIREMENTS</b> .....	<b>1</b>
<b>INVITATION TO BID</b> .....	<b>2</b>
<b>INSTRUCTIONS TO BIDDERS</b> .....	<b>4</b>
<b>CONTRACT PROVISIONS</b> .....	<b>12</b>
<b>PROPOSAL</b> .....	<b>16</b>
<b>BID SCHEDULE</b> .....	<b>19</b>
<b>ATTACHMENT: I</b> .....	<b>30</b>
<b>FLORIDA BID BOND</b> .....	<b>33</b>
<b>ANTI-KICKBACK AFFIDAVIT</b> .....	<b>35</b>
<b>SWORN STATEMENT UNDER SECTION 287.133(3)(A) FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES</b> .....	<b>36</b>
<b>CITY OF KEY WEST INDEMNIFICATION FORM</b> .....	<b>38</b>
<b>PROHIBITED INTERESTS FORM AND NOTICE</b> .....	<b>39</b>

**BIDDER'S CHECKLIST**.....40  
**STATEMENT OF NO PROPOSAL**.....41

**Addendum No. 5** – Page 9 (Instruction to Bidders): First paragraph of this sheet shall be corrected as follows: “...name and its contents without being opened, and addressed in conformance with the instructions in the Invitation to Bid. 1 original, 2 copies and 2 CD-ROMs of the bid package must be submitted.”