

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

BID FORM (ADDENDUM 3)

To: The City of Key West

Address: 3140 Flagler Ave. Key West, Florida 33040

Project Title: Replacement of Tarpon Pier

City of Key West Project No.: ITB 12-030

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

Name: OTAK Group, Inc./Michael Miller

Telephone: (904) 225-2588

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.

CONTRACT EXECUTION AND BONDS

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

CERTIFICATES OF INSURANCE

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

START OF CONSTRUCTION AND CONTRACT COMPLETION TIMES

The Bidder agrees to begin work within 10 calendar days after the date of the Notice to Proceed and to achieve Substantial Completion within 150 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 150 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 \$200 per day for each day that expires after the time specified for Final completion.

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. 1, 2, 3, 4, 5 ~~16~~ (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 inspection, testing, 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.

PERMITS:

Prior to issues of the Notice to Proceed the City will have obtained permits from FDEP and ACOE. The CONTRACTOR will be responsible for obtaining required building permits from the City’s Building Department.

	Item Description	Quantity	Units	Unit Price	Total
Base Bid					
	Mobilization/staging and Demobilization	1	LS		
	Dismantle, relocate and temporarily store King Fish Finger Piers	10	ea		
	Reassemble Kingfish Finger piers at end of project	10	ea		
	Demolition of Existing wood and concrete Tarpon Pier	1	LS		
	Furnish and install Main floating access pier (12'w x 40'l)	480	sf		
	Furnish and install Main Floating Pier (10'w by 359'l)	3590	sf		
	Furnish and install Finger Piers at end (4'wx35'l)	280	sf		
	Furnish and install Piles				
	Piles 1-10 (18" dia)	10	ea		
	Piles 11-14 (24" dia)	4	ea		
	Pile Collars	14	ea		
	Furnish and install Aluminum Access Ramp (5'wx30'l)	1	ea		
	Furnish and install accessories (Cleats: Main Pier/Tee)	102	LS		
	Electrical System per HSA Plans and Specifications	1	LS		
	Potable Water System per HSA Plans and Specifications	1	LS		
	Sewer System per HSA Plans and Specifications	1	LS		
	Fire System per HSA Plans and Specifications	1	LS		
	As-builts/Product information and Warranty Certificate Binder	1	LS		
				Total Base Bid	
Alternate Bid Item (Finger Piers) 1					
	Furnish and install Finger Piers (4'wx25'l) 20 total	2,000	sf		
	Remove and dispose of existing outboard Piles (sheet 7/9)	18	ea		
	Piles				
	Deduct cost for Piles 11-14 (24" dia) in base bid	4	ea		
	Piles 11-35 (18" dia)	25	ea		
	Pile Collars (additional)	21	ea		
	Furnish and install accessories (Cleats: Finger piers)	120	ea		
				Sub Total Alternate Bid Item 1 (Finger Piers)	
				Total Base Bid plus Alternate Bid Item 1	
Alternate Bid Item (Composite Decking)2					
	Furnish Composite Decking (Main Pier)	4,350	sf		
	Furnish Composite Decking (Finger Piers)	2,000	sf		
				Sub Total Alternate Bid Item 2): Indicaate as an Additive or deductive:	
				Total Base Bid plus Alternate Bid Items 1 and 2	

Replacement of Tarpon Pier

09/26/12

Date:

Project Title:

Replacement of Tarpon Pier

Project:

N/A

Owner:

City of Key West

Prime Contractor:

Otak Group, Inc.

Description:

Please see attached proposal.

Item Discription	QTY	UNIT	Unit Price	Total
Base Bid				
1 Mobilization/staging and Demobilization	1	LS	\$92,996	\$92,996
2 Dismantle, relocate and temporarily store King Fish Finger Piers	10	EA	\$1,260	\$12,596
3 Reassemble Kingfish Finger piers at end of project	10	EA	\$1,125	\$11,253
4 Demolition of Existing wood and concrete Tarpon Pier	1	LS	\$590,807	\$590,807
5 Furnish and install Main floating access pier (12'w x 40'l)	480	SF	\$134	\$64,430
6 Furnish and install Main Floating Pier (10'w by 359'l)	3590	SF	\$116	\$414,937
7 Furnish and install Finger Piers at end (4'wx35'l)	280	SF	\$188	\$52,737
8 Furnish and install Piles				
Piles 1-10 (18" dia)	10	EA	\$8,594	\$85,944
Piles 11-14 (24" dia)	4	EA	\$8,464	\$33,857
9 Pile Collars	14	EA	\$1,172	\$16,413
10 Furnish and install Aluminum Access Ramp (5'wx30'l)	1	EA	\$21,108	\$21,108
11 Furnish and install accessories (Cleats: Main Pier/Tee)	102	LS	\$120	\$12,196
12 Electrical System per HSA Plans and Specifications	1	LS	\$181,907	\$181,907
13 Potable Water System per HSA Plans and Specifications	1	LS	\$177,632	\$177,632
14 Sewer System per HSA Plans and Specifications	1	LS	\$126,397	\$126,397
15 Fire System per HSA Plans and Specifications	1	LS	\$148,701	\$148,701
16 As-builts/Product information and Warrenty Certificate Binder	1	LS	\$17,689	\$17,689
17 IPE decking for Main Pier	4350	SF	\$13	\$57,859
Total Base Bid				\$2,119,457
Alternate Bid Item (Finger Piers) 1				
18 Furnish and install Finger Piers (4'wx25'l) 20 total	2000	SF	\$86	\$171,671
19 Remove and dispose of existing outboard Piles (sheet 7/9)	18	EA	\$1,380	\$24,841
20 Piles				
Deduct cost for Piles 11-14 (24" dia) in base bid	4	EA	-\$367	-\$1,469
Piles 11-35 (18" dia)	25	EA	\$6,145	\$153,616
21 Pile Collars (additional)	21	EA	\$874	\$18,362
22 Furnish and install accessories (Cleats: Finger piers)	120	EA	\$111	\$13,348
23 IPE Decking for Finger Piers	2000	SF	\$15	\$29,659
Sub Total Alternate Bid Item 1 (Finger Piers)				\$410,028
Alternate Bid Item 2 (Work Under Adendum 1)				
24 Addendum 1 Replacement of Bracing Wahoo and Kingfish Piers	92	EA	\$540	\$49,716
Total Base Bid plus Alternate Bid Items 1 and 2			\$0	\$2,579,201
Alternate Bid Item 3 (Composite Decking)				
25 Furnish Composite Decking (Main Pier)	4350	SF	\$1	\$0
26 Furnish Composite Decking (Finger Piers)	2000	SF	\$3	\$0
Sub Total Alternate Bid Item 2): Indicaate as an Additive or deductive:				
Total Base Bid plus Alternate Bid Items 1, 2 and 3			\$4	\$2,579,201

TOTAL LUMP SUM BID (BASE BID PLUS ALTERNATE BID ITEM 1: FINGER PIERS)

TWO MILLION, FIVE HUNDRED TWENTY NINE Dollars

(Amount written in words has precedence)
THOUSAND, FOUR HUNDRED, EIGHTY FIVE DOLLARS + 220
and _____ Cents CENTS

TOTAL: \$2,529,485.00

LUMP SUM BID: (BASE PLUS ALTERNATE BID ITEM 1: FINGER PIERS)

\$2,529,485.00
(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:

Crane Materials
Name
4501 Circle 75 Pkwy Atlanta GA
Street City State Zip

Terramar Enviro. Srvc.
Name
1941 Crane Blvd. Sugarloaf Key FL
Street City State Zip

Check Elec.
Name
2616 Harris Ave. Key West FL
Street City State Zip

Upper Keys Marine
Name
PO Box 2790 Key Largo FL
Street City State Zip

Surety

Waldorff Insurance and Bonding

whose address is

_____	<u>Ft. Walton Beach</u>	<u>FL</u>	<small>32548</small>
Street	City	State	Zip

Bidder

The name of the Bidder submitting this Bid is OTAK Group, Inc.

_____	<u>Key West</u>	<u>FL</u>	<small>33040</small>
3308 Flagler Ave.	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:

<u>Aaron Kato</u>	<u>President</u>
<u>Michael Miller</u>	<u>SR. Vice President</u>
<u>Michael Perry</u>	<u>Vice President</u>

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his (its) hand this 26th day of Sept. 2012.


Signature of Bidder

Sr. V.P.
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 26th day of 2012.



OTAK Group, Inc.

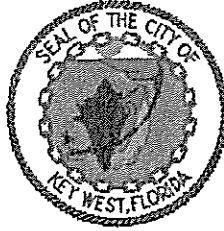
Name of Corporation

By: Michael Miller 

Title: Sr. Vice President

Attest: _____
Secretary

END OF SECTION



THE CITY OF KEY WEST
3140 Flagler St,
Key West, Florida 33040

ADDENDUM #1
Replacement of Tarpon Pier
Invitation to Bid: 12-030
29 August

This Addendum is issued as supplemental information to the bid package for clarification of certain matters of both a general and a technical nature. The referenced bid package is amended in accordance with the following items:

- The scope of work under this contract shall include the works identified on Attachment 1 Finger Pier tri-frame Bracing Replacement: Kingfish and Wahoo Piers
- Work shall be completed prior to commencement of demolition works on Tarpon Pier.
- A Revised Bid Sheet is a part of this Addendum
- The Bid due date remains unchanged as a result of this addendum
- Paragraph 13 of the INSTRUCTIONS TO BIDDERS is replaced with the following:

13. **AWARD OF CONTRACT**

The award will be made under one Contract by the Owner on the basis of the Base Bid Plus Alternate Bid Item 1 and Alternate Bid Item 2 from the lowest, responsive, responsible Bidder. The Owner may award the Base Bid plus any of the alternates or elect to award the Base Bid only.

Within 60 calendar days after the opening of Bids, the Owner will accept one of the Bids or will act in accordance with the following paragraphs. The acceptance of the Bid will be by written notice of award, mailed to the office designated in the Bid, or delivered to the Bidder's representative. In the event of failure of the lowest responsive, responsible Bidder to sign the Contract and provide an acceptable Performance Bond, Payment Bond, insurance certificate(s) and evidence of holding required licenses and certificates, the Owner may award the Contract to the next lowest responsive, responsible Bidder. Such award, if made, will be made within 75 days after the opening of Bids.

The Owner reserves the right to accept or reject any or all Bids, and to waive any informalities and irregularities in said Bids.

All Bidders shall acknowledge receipt and acceptance of this Addendum No 5 by acknowledging Addendum in their proposal or by submitting the addendum with the bid package. Bids submitted without acknowledgement or without this Addendum may be considered non-responsive


Signature

OTAK
Name Of Business



THE CITY OF KEY WEST
3140 Flagler St,
Key West, Florida 33040

ADDENDUM #2
Replacement of Tarpon Pier
Invitation to Bid: 12-030
6 September 2012

This Addendum is issued as supplemental information to the bid package for clarification of certain matters of both a general and a technical nature. The referenced bid package is amended in accordance with the following items:


- Optional Site Visit: See attached list of attendees
- Engineers Estimate: \$1.5 million dollars
- The bid due date is NOT changed as a result of this Addendum
- ACOE/NOAA Permits: See attached permits. Contractor is required to comply with the Conditions of these permits and assist the City with the necessary documentation to close out these permits.
- Building Permits and Coral Relocation: Contractors are directed to item 17 of the General Conditions for information on these items.
- Insurance: In addition to the insurance requirements of the bid documents. Contractors shall also provide insurance which meets the following

The CONTRACTOR and his subcontractors will provide Workman's Compensation Insurance, U.S. Longshoremen and Harbor Workers Act, Jones Act, and Public Liability and Property Damage Insurance that must be approved prior to Commencement. The insurance amounts are as follows:

A. Public Liability Insurance in an amount not less than \$1,000,000 for any one person and not less than \$1,000,000 for any one accident.

B. Property Damage Insurance in an amount not less than \$200,000.

All Bidders shall acknowledge receipt and acceptance of this Addendum No 5 by acknowledging Addendum in their proposal or by submitting the addendum with the bid package. Bids submitted without acknowledgement or without this Addendum may be considered non-responsive


Signature

OTAK
Name Of Business



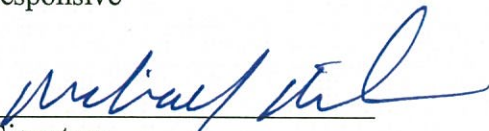
THE CITY OF KEY WEST
3140 Flagler St,
Key West, Florida 33040

ADDENDUM #3
Replacement of Tarpon Pier
Invitation to Bid: 12-030
10 September 2012

This Addendum is issued as supplemental information to the bid package for clarification of certain matters of both a general and a technical nature. The referenced bid package is amended in accordance with the following items:

- The Bid Form is replaced with the attached
- Attached is the FDEP Permit: Contractors shall comply with this permit and assist the City with all reporting requirements. (Assisting the City with permit reporting requirements shall also apply to the ACOE and NOAA permits)
- No change to the bid due date results from this addendum

All Bidders shall acknowledge receipt and acceptance of this Addendum No 5 by acknowledging Addendum in their proposal or by submitting the addendum with the bid package. Bids submitted without acknowledgement or without this Addendum may be considered non-responsive



Signature



Name Of Business



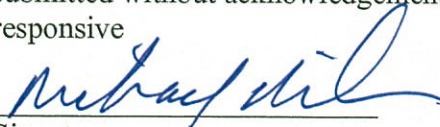
THE CITY OF KEY WEST
3140 Flagler St,
Key West, Florida 33040

ADDENDUM #4
Replacement of Tarpon Pier
Invitation to Bid: 12-030
14 September 2012

This Addendum is issued as supplemental information to the bid package for clarification of certain matters of both a general and a technical nature. The referenced bid package is amended in accordance with the following items:

- Clarification: Sheet 6/9 Hans Wilson & Assoc. Plans. Note on right side of sheet states that the piles to remain are "18" sq mooring piles". Existing piles to remain are 12" square.
- Clarification TS-6.0: After the epoxy coating has cured per the manufacturers specifications, the epoxy coating pile shall be painted with two coats of a Two-Part Linear Polyurethane (PL) Coat with gray pigmentation from the Mean High Water mark to the top of the pile.
- Domestically Produced Seamless Steel Piling: In the event that the contractor can provide documentation that domestically produced pilings are not available, the City will consider other sources in compliance with Supplementary Condition 6.03.D.2
- Clarification: A portion of Addendum 2 provided clarification on Insurance. Delete this paragraph in addendum 2 and note the following:
 - That Contractors shall provide insurance that complies with the requirements of Paragraph 5.04 of the Supplementary Conditions
 - That additional endorsements covering requirements by USLH and Jones acts shall be provided. Specifically
 1. Longshore and Harbor Workers' Compensation Act Coverage Endorsement (WC 00 01 06 A)
 2. Maritime Coverage Endorsement (WC 00 02 01 A)
- No Change to the Bid Due Date is a result of this Addendum

All Bidders shall acknowledge receipt and acceptance of this Addendum No 5 by acknowledging Addendum in their proposal or by submitting the addendum with the bid package. Bids submitted without acknowledgement or without this Addendum may be considered non-responsive



Signature

OTAK

Name Of Business



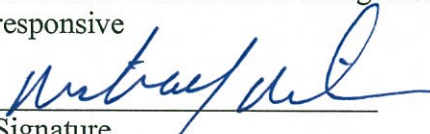
THE CITY OF KEY WEST
3140 Flagler St,
Key West, Florida 33040

ADDENDUM #5
Replacement of Tarpon Pier
Invitation to Bid: 12-030
17 September 2012

This Addendum is issued as supplemental information to the bid package for clarification of certain matters of both a general and a technical nature. The referenced bid package is amended in accordance with the following items:

- The bid due date is changed to 26 September at 3pm

All Bidders shall acknowledge receipt and acceptance of this Addendum No 5 by acknowledging Addendum in their proposal or by submitting the addendum with the bid package. Bids submitted without acknowledgement or without this Addendum may be considered non-responsive



Signature

OTAK

Name Of Business

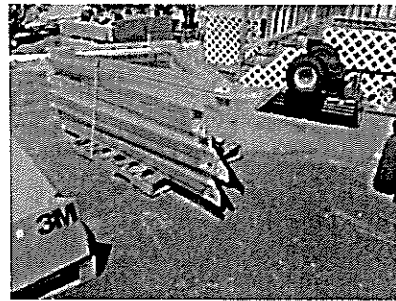
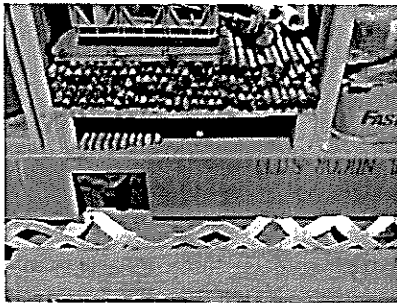


THE CITY OF KEY WEST
3140 Flagler St,
Key West, Florida 33040

ADDENDUM #6
Replacement of Tarpon Pier
Invitation to Bid: 12-030
18 September 2012

This Addendum is issued as supplemental information to the bid package for clarification of certain matters of both a general and a technical nature. The referenced bid package is amended in accordance with the following items:

- TS-6.2 Anchor piles will be tubular steel pipe, minimum ASTM A252 Grade 3 (modified 50 ksi minimum yield), welded or seamless (no spiral weld allowed).
- CITY SUPPLIED MATERIAL The city shall provide the contractor the following materials to be incorporated into this project (Reference Addendum 1: Bracing).
 - 150 each stainless steel 8'-0 1/2" threaded rods/nuts and bolts to be used on the bracing replacement portion of this work. All additional rods required under Addendum 1 shall be purchased by the contractor in accordance with Addendum 1.
 - 10 Each hot dipped galvanized braces. All additional braces required under Addendum 1 shall be purchased by the contractor in accordance with Addendum 1.



- Indemnification form: The attached indemnification forms replaces the form in section 43-18-1
- Supplementary Conditions Article 5.04G. Replace the *Indemnification Agreement* with the following:

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 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.

All Bidders shall acknowledge receipt and acceptance of this Addendum No 6 by acknowledging Addendum in their proposal or by submitting the addendum with the bid package. Bids submitted without acknowledgement or without this Addendum may be considered non-responsive


Signature


Name Of Business

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 19th day of September, 20 12.

OTAK Group, Inc

Principal

By: 

The Hanover Insurance Company

Surety

By: 

Benjamin H. French, Attorney-In-Fact & Fla. Resident Agent

END OF SECTION

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWERS OF ATTORNEY
CERTIFIED COPY

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint

Dale Waldorff, Pamela L. Jarman, Wayne Walker, Benjamin H. French and/or Paul A. Locasio

of Mary Esther, FL and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:

Any such obligations in the United States, not to exceed Twenty Million and No/100 (\$20,000,000) in any single instance


and said companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority of the following Resolution passed by the Board of Directors of said Companies which resolutions are still in effect:

"RESOLVED, That the President or any Vice President, in conjunction with any Vice President, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 16th day of November 2011.



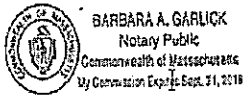
THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA



Robert Thomas, Vice President


Mary Fitzgerald, Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this 16th day of November 2011 before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.




Barbara A. Garlick, Notary Public
My Commission Expires September 21, 2018

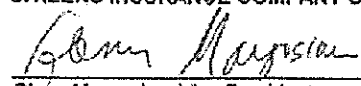
I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America.

"RESOLVED, That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 19th day of September 20 12 .

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA


Glavin Margosian, Vice President

ANTI-KICKBACK AFFIDAVIT

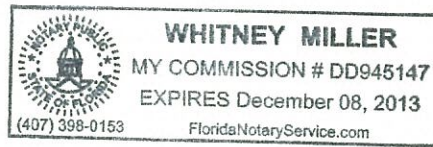
STATE OF FLORIDA)
 : SS
COUNTY OF MONROE)

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: Michael Miller, SR. Vice President
Michael Miller

Sworn and subscribed before me this
26th day of September, 20

Whitney Miller
NOTARY PUBLIC, State of Florida
at Large



My Commission Expires: 12.8.13

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 12-030
2. This sworn statement is submitted by OTAK Group, Inc.
(name of entity submitting sworn statement)
whose business address is 3308 Flagler Ave., Key West, FL 33040

_____ and (if applicable) its Federal Employer
Identification Number (FEIN) is 59-3680427

(If the entity has no FEIN, include the Social Security Number of the individual signing this
sworn statement _____)
3. My name is Michael Miller
(please print name of individual signing)
and my relationship to the entity named above is SR. 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 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.

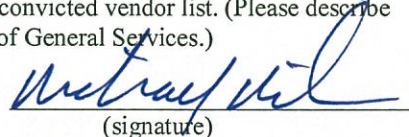
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

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)

9/26/12

(date)

STATE OF FL

COUNTY OF Nassau

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Michael Miller

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

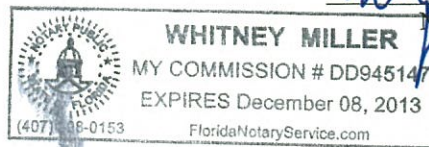
signature in the space provided above on this 26th of September, 20 .

My commission expires:

12.8.13



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 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 Name: OTAK Group, Inc.

SEAL:

96126 Mt. Zion Loop, Yulee, FL 32097
Address


Authorized Signature

Michael Miller
Print Name

Sr. V.P.
Title

Date: 9/26/12



EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF FLORIDA)
)
COUNTY OF Nassau : SS
)

I, the undersigned hereby duly sworn, depose and say that the firm of OTAK Group, Inc. provides benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses per City of Key West Ordinance Sec. 2-799.

By: *Michael Hill*

Sworn and subscribed before me this
26th day of September, 20 .

Whitney Miller
NOTARY PUBLIC, State of Florida at Large



My Commission Expires: 12/8/13

CITY OF KEY WEST BUSINESS LICENSE TAX RECEIPT

1. A City of Key West Business License Tax Receipt is required for this Project. Contractor must be general contractor or building contractor or engineering contractor.
2. A City of Key West Business License Tax Receipt also is required as for sub-contracting landscaping contractor, engineering services, and professional surveying.
3. A Business License Tax Application can be found on the City's web site.

<http://www.keywestcity.com/egov/docs/1162843921181.htm>

AUGUST 21, 2012

BUSINESS LICENSE TAX
RECEIPT/APPLICATION
00 43 20 - 1

CITY OF KEY WEST, FLORIDA

Business Tax Receipt

This Document is a business tax receipt
Holder must meet all City zoning and use provisions.
P.O. Box 1409, Key West, Florida 33040 (305) 809-3955

Business Name OTAK GROUP, INC. CtlNbr: 0021880
Location Addr 96126 MT. ZION LOOP
Lic NBR/Class 13-00026991 CONTRACTOR - CERT GENERAL CONTRACTOR
Issue Date: August 07, 2012 Expiration Date: September 30, 2013
License Fee \$309.75
Add. Charges \$0.00
Penalty \$0.00
Total \$309.75

Comments:

This document must be prominently displayed.

OTAK GROUP, INC.

OTAK GROUP, INC.
96126 MT. ZION LOOP

YULEE FL 32097

Super: CRAWLER Type: OC Drawer: 1
Date: 8/07/12 54 Receipt no: 97002
OR LIC OCCUPATIO 1 \$309.75
Trans number: 26991 2807828
CK CHECK 17961 \$309.75

Trans date: 8/07/12 Time: 10:54:54

**LOCAL VENDOR CERTIFICATION PURSUANT TO CKW ORDINANCE 09-22
SECTION 2-798**

The undersigned, as a duly authorized representative of the vendor listed herein, certifies to the best of his/her knowledge and belief, that the vendor meets the definition of a "Local Business." For purposes of this section, "local business" shall mean a business which:

- a. Principle address as registered with the FL Department of State located within 30 miles of the boundaries of the city, listed with the chief licensing official as having a business tax receipt with its principle address within 30 miles of the boundaries of the city for at least one year immediately prior to the issuance of the solicitation.
- b. Maintains a workforce of at least 50 percent of its employees from the city or within 30 miles of its boundaries.
- c. Having paid all current license taxes and any other fees due the city at least 24 hours prior to the publication of the call for bids or request for proposals.
 - Not a local vendor pursuant to Ordinance 09-22 Section 2-798
 - Qualifies as a local vendor pursuant to Ordinance 09-22 Section 2-798

If you qualify, please complete the following in support of the self certification & submit copies of your County and City business licenses. Failure to provide the information requested will result in denial of certification as a local business.

Business Name **NOT APPLICABLE** Phone: _____

Current Local Address: _____ Fax: _____
(P.O Box numbers may not be used to establish status)

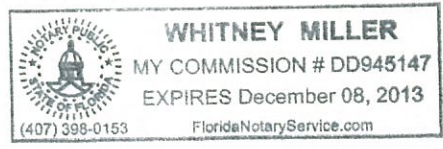
Length of time at this address _____
Michael Miller _____ 9/26/12 _____
Signature of Authorized Representative Date

STATE OF FL
COUNTY OF Nassau

The foregoing instrument was acknowledged before me this 26th day of September, 2012.
By Michael Miller, of OTAK Group, Inc.
(Name of officer or agent, title of officer or agent) Name of corporation acknowledging)
or has produced Personally Known as identification
(type of identification)

Whitney Miller
Signature of Notary
Whitney Miller
Print, Type or Stamp Name of Notary
Contracts Manager
Title or Rank

Return Completed form with
Supporting documents to:
City of Key West Purchasing





STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

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

(850) 487-1395

KATO, AARON THOMAS
OTAK GROUP INC
96126 MOUNT ZION LOOP
YULEE FL 32097

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.

AC# 6262937
STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CGC062223 08/11/12 118202979
CERTIFIED GENERAL CONTRACTOR
KATO, AARON THOMAS
OTAK GROUP INC
IS CERTIFIED under the provisions of Ch. 489 FS
Expiration date: AUG 31, 2014 L12081100765

DETACH HERE

THIS DOCUMENT HAS A COLORED BACKGROUND • MICROPRINTING • LINEMARK™ PATENTED PAPER

AC# 6262937

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L12081100765

Table with 3 columns: DATE, BATCH NUMBER, LICENSE NBR. Row 1: 08/11/2012, 118202979, CGC062223

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2014

KATO, AARON THOMAS
OTAK GROUP INC
86093 MEADOWFIELD BLUFF ROAD
YULEE FL 32097

RICK SCOTT
GOVERNOR

KEN LAWSON
SECRETARY

Experience Record
Tarpon Pier

<u>Description</u>	<u>Location</u>	<u>Amount</u>	<u>Dates Performed</u>	<u>Owner</u>	<u>Owner POC</u>	<u>Engineer</u>	<u>Engineer POC</u>
King's Bay Pier Repair	King's Bay, GA	\$1,047,500	2/15/12-8/30/12	NAVFAC SE	Monica Rutherford/(912) 573-2458	N/A	N/A
Tom Harbor Fishing Platforms	Key West, FL	\$730,121.00	2/5/07-9/26/07	FDEP	Patrica Smith/(305) 304-0412	N/A	N/A
Tom Harbor Historical Bridge	Key West, FL	\$605,971.00	1/7/08-4/25/08	FDEP	Patrica Smith/(305) 304-0412	N/A	N/A
Long Key Fishing Platforms	Key West, FL	\$2,701,608.00	1/25/08-12/16/08	FDEP	Patrica Smith/(305) 304-0412	N/A	N/A
Replace Hannah Road Bridge	Robins AFB, GA	\$774,806.72	1/22/10-2/28/10	Robins AFB	Jywanya Dillinger/Jywanya.dillinger@robins.af.mil	N/A	N/A
Pablo Road Bridge	Ponte Veda, FL	\$787,536.38	6/1/10-4/1/11	FDOT	Stephen Haney/(904) 744-3368	N/A	N/A

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 Bid Bonds and affidavits
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. Domestic Partner Affidavit