

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

**BID FORM**

To: The City of Key West  
Address: 3140 Flagler Ave, Key West, Florida 33040  
Project Title: REPAIRS TO BULKHEAD 497 US NAVY MOLE

City of Key West Project No.: ITB NUMBER 12-007

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.

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

**CONTRACT EXECUTION AND BONDS**

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

## CERTIFICATES OF INSURANCE

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

## START OF CONSTRUCTION AND CONTRACT COMPLETION TIMES

The Bidder agrees to begin work within 10 calendar days after the date of the Notice to Proceed and to achieve Substantial Completion within 270 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 270 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 preceding 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 \$400 per day for each day that expires after the time specified for substantial completion.

After Substantial Completion, if Bidder neglects, refuses, or fails to complete the remaining Work within the Contract Times or any Owner-granted extension thereof, Bidder shall pay Owner \$400 for each day that expires after the time specified in paragraph Start of Construction and Contract Completion Times, above for completion and readiness for final payment. Liquidated damages shall run concurrent.

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

## ADDENDA

The Bidder hereby acknowledges that he has received Addenda Nos. (1), (2), (3), (4), (5), (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.

#### DEWATERING PERMIT

Bidder further acknowledges that they maybe required to obtain a dewatering permit as required by the South Florida Water Management District (SFWMD). Bidder acknowledges that the City will pay the actual costs of the permit(s) as charged by the South Florida Water Management District. The contractor shall estimate his cost in obtaining this permit and submit it in the bid.

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

**Repairs to Bulkhead 497: US. Navy Mole**  
**LUMP SUM BID PRICE (Contractor shall verify quantities)**

Item Description	Quantity	Unit	Unit Price	Cost
Permits (actual Costs to be paid by the City)				
Dewatering Permit SFWMD	1	EA	10,000	10,000
Substructure				
Encasement (concrete cap)	468	CY	600	280,800
Rebar	26500	LB	1.30	34,450
Install dowels	1640	EA	5.00	8,200
Coating	38172	SF	2.05	78,252.60
Install steel sheet pile	16400	SF	75	1,230,000
Sheet pile shoes	32	EA	75	2,400
Rock Anchor Wale	406	LF	176	71,456
Drill through existing steel sheet pile	62	EA	100	6,200
Install Rock Anchors	32	EA	15,000	480,000
Install Flowable Fill Material	870	CY	210	182,700
Superstructure				
Replace Frames and Covers	4	EA	500	2,000
Deck Components				
Install Concrete Apron	90	CY	336.50	30,285
Install Bituminous pavement	320	TN	130	41,600
Excavation/Backfill	1004	CY	65	65,260
Electrical Utilities				
Electrical	1	LS	85,000	85,000
Telecommunications/Security	1	LS	65,000	65,000
In-Water or Overwater Demolition				
Demobilization/Site Preparation	1	LS	500,000	500,000
<b>Base Bid</b>				<b>3,173,603.60</b>

Addendum 2 Paving (alternate Bid Item)	Quantity	Unit	Unit Price	Cost
Area 2	159,573	SF	3.60	574,462.80
Area 3	18,216	SF	3.60	65,577.60
Area 4	24,134	SF	3.60	86,882.40
<b>Alternate Bid Item (Paving)</b>				<b>726,922.80</b>

TOTAL BASE BID ITEM PLUS ALTERNATE BID ITEM:

Three million, Nine Hundred Thousand, Five Hundred and Twenty Six Dollars

(Amount written in words has precedence)

and Forty Cents

TOTAL BASE BID ITEM PLUS ALTERNATE BID ITEM \$3,900,526.40

(numerals)

The City reserves the right to award to the Base Bid only or Base Bid plus Alternate Bid Item (Paving).

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:

DB Marine  
 Name  
945 Center St.                      Green Cove Springs                      FL                      32043  
 Street                                      City                                      State                                      Zip

Hayward Baker  
 Name  
6850 Benjamin Rd.                      Tampa                      FL                      33634  
 Street                                      City                                      State                                      Zip

\_\_\_\_\_  
 Name  
 \_\_\_\_\_  
 Street                                      City                                      State                                      Zip

\_\_\_\_\_  
 Name  
 \_\_\_\_\_  
 Street                                      City                                      State                                      Zip

Surety

Waldorff \_\_\_\_\_ whose address is  
45 Eglin Pkwy, NE                      Ft. Walton Bch                      FL                      32548  
 Street                      Ste. 202                      City                      State                      Zip

**Bidder**

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

\_\_\_\_\_ doing business at

<u>96126 Mt. Zion Loop</u>	<u>Yulee</u>	<u>FL</u>	<u>32097</u>
Street	City	State	Zip

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

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

<u>Aaron Kato</u>	<u>President</u>
<u>Michael Miller</u>	<u>Senior Vice President</u>
<u>Donna Kato</u>	<u>Vice President</u>

**If Sole Proprietor or Partnership**

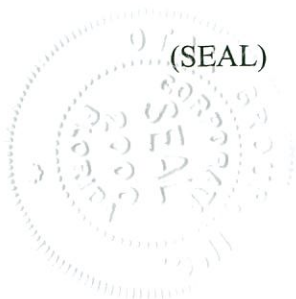
IN WITNESS hereto the undersigned has set his (its) hand this \_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
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 14<sup>th</sup> day of March 2012.

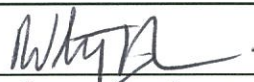


OTAK Group, Inc.

Name of Corporation

By: Michael Miller 

Title: Senior Vice President

Attest:   
~~Secretary~~ Contracts Mgr.

**END OF SECTION**

FLORIDA BID BOND

BOND NO. Bid Bond

AMOUNT: \$ 5% of amount bid

KNOW ALL MEN BY THESE PRESENTS, that OTAK Group, Inc.

hereinafter called the Contractor (Principal), and The Hanover Insurance Company

a corporation duly organized and existing under and by virtue of the laws of the State of Florida, hereinafter called the Surety, and authorized to transact business within the State of Florida, as Surety, are held and firmly bound unto The City of Key West as Owner

(Obligee), in the sum of: FIVE Percent of the amount bid

# 3,900,526.40 DOLLARS (\$ FIVE Percent of the amount bid), for the payment for which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the Principal is herewith submitting his or its Bid Proposal for REPAIRS TO BULKHEAD 497: US NAVY MOLE.

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

Repairs to Bulkhead 497, US Navy Mole, ITB 12-007, Key West FL

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 awarded base bid, satisfactory to the Owner, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the Obligee and the Surety herein agrees to pay said sum immediately upon demand of the Obligee in good and lawful money of the United States of America, as liquidated damages for failure thereof of said Principal.

Signed and sealed this 21st day of February, 2012.

OTAK Group, Inc.

Principal

By: *[Signature]*

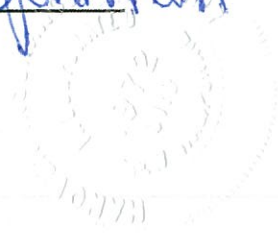
The Hanover Insurance Company

Surety

By: *[Signature]*

Attorney-In-Fact Pamela L. Jarman

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, Beverly W. Crews, Pamela L. Jarman, Wayne Walker, Benjamin H. French, Paul A. Locascio, and/or Lloyd H. Waldorff

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 Assistant 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 a Vice President and an Assistant Vice President, this 16th day of June, 2005



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

*Richard M. Van Stenburgh*  
Richard M. Van Stenburgh, Vice President

*Ronald Ritland*  
Ronald Ritland, Assistant Vice President

THE COMMONWEALTH OF MASSACHUSETTS )  
COUNTY OF WORCESTER ) ss.

On this 16th day of June, 2005, before me came the above named Vice President and Assistant Vice President 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 on November 3, 2011

I, the undersigned Assistant 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 Assistant 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 21st day of February, 2012

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

*Charles T. Wells*  
Charles T. Wells, Assistant Vice President

**ANTI-KICKBACK AFFIDAVIT**

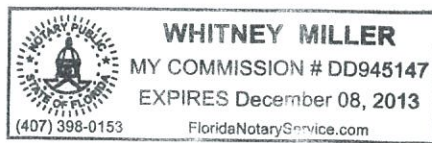
STATE OF FLORIDA                    )  
  : SS  
COUNTY OF MONROE                )

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, OTAK Group, Inc.

Sworn and subscribed before me this  
14<sup>th</sup> day of March, 20  

  
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 ITB-12-007
2. This sworn statement is submitted by OTAK Group, Inc.  
(name of entity submitting sworn statement)  
whose business address is 96126 Mt. Zion Loop  
Yulee, FL 32097 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).

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.)

Michael Miller  
 \_\_\_\_\_  
 (signature)  
3/14/12  
 \_\_\_\_\_  
 (date)

STATE OF FL  
 COUNTY OF Nassau

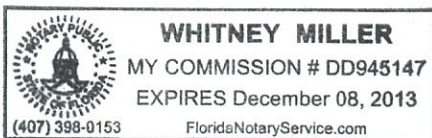
PERSONALLY APPEARED BEFORE ME, the undersigned authority,

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

signature in the space provided above on this 14<sup>th</sup> of March, 2012.

My commission expires: 12.8.13

Whitney Miller  
 \_\_\_\_\_  
 NOTARY PUBLIC



**CITY OF KEY WEST INDEMNIFICATION FORM**

Contractor agrees to protect, defend, indemnify, save and hold harmless The City of Key West, all its Departments, Agencies, Boards, Commissions, officers, agents, servants and employees, including volunteers, from and against any and all claims, debts, demands, expense and liability arising out of injury or death to any person or the damage, loss of destruction of any property which may occur or in any way grow out of any act or omission of the Contractor, its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by the City as a result of any claim, demands, and/or causes of action except of those claims, demands, and/or causes of action arising out of the negligence of The City of Key West, all its Departments, Agencies, Boards, Commissions, officers, agents, servants and employees. The Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent. The City of Key West does not waive any of its sovereign immunity rights, including but not limited to, those expressed in Section 768.28, Florida Statutes.

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: OTAK Group, Inc.  
96126 Mt. Zion Loop, Yulee, FL 32097  
Address  
  
Signature  
Michael Miller  
Print Name  
SR Vice President  
Title

SEAL:



**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 \_\_\_\_\_

Phone: \_\_\_\_\_

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

Fax: \_\_\_\_\_

Length of time at this address \_\_\_\_\_

N/A \_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
By \_\_\_\_\_, of \_\_\_\_\_  
(Name of officer or agent, title of officer or agent)      Name of corporation acknowledging)  
or has produced \_\_\_\_\_ as identification  
(type of identification)

\_\_\_\_\_  
Signature of Notary

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

\_\_\_\_\_  
Print, Type or Stamp Name of Notary

\_\_\_\_\_  
Title or Rank

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

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

I, Michael Miller, hereby  
\_\_\_\_\_  
(NAME)  
declare that I am Senior Vice President of OTAK Group, Inc.  
(TITLE) (FIRM)  
Of Yulee, FL  
(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 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 City of Key West in writing of all convictions of the firm, its affiliates (as defined in Section 337.165(l)(a)),

FEBRUARY 24, 2012

NON-COLLUSION DECLARATION  
AND COMPLIANCE WITH 49 CFR §29

00 44 02 - 1



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: Michael Miller, Senior Vice President  
NAME AND TITLE PRINTED  
BY: *Michael Miller*  
SIGNATURE

WITNESS: *Anthony [Signature]*  
WITNESS: \_\_\_\_\_

Executed on this 14th day of March, 2012

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

## 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 20\_\_.

By  \_\_\_\_\_

Authorized Signature/Contractor

Michael Miller/Senior Vice President

Typed Name/Title

OTAK Group, Inc.

Contractor's Firm Name

96126 Mt. Zion Loop

Street Address

Building, Suite Number

Yulee, FL, 32097

City/State/Zip Code

(904) 225-2588

Area Code/Telephone Number



**Project Name:** Slipway Repairs for Berths One Through Five  
**Location:** Mayport, FL  
**Client:** NAVFAC SE, PWD Mayport  
**Client POC:** Edwin Wilcher, (904)270-3179  
**Engineer:** N/A  
**Construction Cost:** \$2,604,468  
**Project Status:** Completed 8/10

**Project Description:** OTAK Group, Inc. was under contract with the U.S. Navy, NAVFAC Southeast, to provide major reconstructive repairs to the five (5) Slipway Berths located at Blount Island Command, the waterfront container and equipment shipping terminal/port facility at Blount Island, FL in support of the USMC Prepositioning Program. Specific tasks associated with this contract include partial depth concrete spall repairs and various improvements to the USMC facility within Berths 1 through 5 and incidental related work. The partial depth concrete spall repairs are intended to address damage on various reinforced concrete elements and provide for uniform fender, stairway and guard-railing mounting surfaces. Defects for repair include isolated spalls and abrasion marks generally located along the outboard sides or corners of various members both above and below the working deck surface at each berth and a mechanical spall on one pile located at Berth 2. In addition the work includes the construction and installation of a small craft floating dock system at Berth 3.

Other work items include include: Demolition of existing structures, pile extraction, pile driving, spall repair, mooring bollard replacement, installation of mooring fenders, chip seal, curb replacement and resetting of concrete curb, seeding, slope reinforcement, shoreline stabilization, aggregate courses, geotextiles and rip rap. Lead abatement is used by OTAK for the mooring bollards, double bits, pad eyes, safety railings and access ladders. We apply Piranha 4 stripper, an environmentally safe stripping solution, to the items, wrap them in 6 mill clear plastic overnight then scrape the item the next day. We repeat this process until all the lead has been removed, place the scrapings in plastic bags then place the plastic bags in the hazwaste containment container for proper tracking and disposal.





**Project Name:** Fort Frederica Bulkhead Repairs (C5410080004)  
**Location:** Fort Frederica, GA  
**Client:** National Park Service – Southeast Regional Office  
**Client POC:** Laurie Chestnut (404.507.5745) (Laurie\_Chestnut@nps.gov)  
**Engineer:** N/A  
**Construction Cost:** \$454,967  
**Project Status:** Completed 2009

**Project Description:** OTAK furnished all labor, materials, equipment, and supervision to replace the Frederica River waterfront quaywall with approximately 310 linear feet of timber bulkhead. Piling installation was achieved by jetting them into place. The lack of axial load bearing requirements in this project allowed for this method to obtain the plan proposed penetration of piling while ensuring better control of the positioning of the piling. We felt that a better product could be achieved using this method.





**Project Name:** Replace Cedar Point Boat Ramp and Finger Pier  
**Location:**  
**Client:** National Park Service – Denver Service Center  
**Client Contact:** Dale Hammond (303.987.6619) (Dale\_Hammond@nps.gov)  
**Engineer:** N/A  
**Construction Cost:** \$351,190  
**Project Status:** Completed 2009

**Project Description:** This project consisted of the construction of a new 16' x 60' concrete boat ramp with a new 5' wide x 60' long finger pier adjacent to it, with two attached aluminum ladders, at the site of the existing ramp. The existing boat ramp was demolished and the surrounding area regraded. Fill was added to the top of the boat ramp for an easy transition to the parking area and 8" diameter round pressure treated timber bollards were installed 36" apart to form a straight barricade 36' long intended to keep vehicular traffic away from the south side of the boat ramp.





**Project Name:** St. Johns River Bulkhead Repair – Riverside/Avondale (BX-X-1019-06)  
(Design-Build)  
**Location:** Jacksonville, FL  
**Client:** City of Jacksonville  
**Client POC:** Andrew Cummings, (904)265-3030  
**Engineer:** Connelly & Wicker  
**Client POC:** Andrew Cummings, (904)265-3030  
**Construction Cost:** \$ 916,287  
**Project Status:** Construction completed in 2007

**Project Description:** The densely populated and highly exclusive historic Avondale Riverside area of Jacksonville required a substantial amount of emergency repairs to the Bulkhead and roadway drainage system caused by raging storm waters at six critical areas along the St. Johns River.

Project began by clearing unsightly debris and overgrowth prior to mobilizing to extract and replace 43 badly damaged and deteriorated pre-cast concrete sheet pile, and construct cast in place pile cap. The pile extraction and replacement method consisted of mobilizing a barge mounted 50 ton crane into position to replace more than 43 pre-cast concrete sheet pile, and 438 feet of pile cap, correcting the problem of erosion. All work was completed with strict adherence to EPA, SJWMD, USCG, and FDOT standards.

Drainage improvements began immediately after sheet pile replacement by excavating, removing and replacing the existing ineffective or damaged manholes and inlets, PVC and ductile storm water run-off pipe, curb construction and drainage, and the installations of flex valves, curbs and sidewalks, and the application of asphalt pavement.

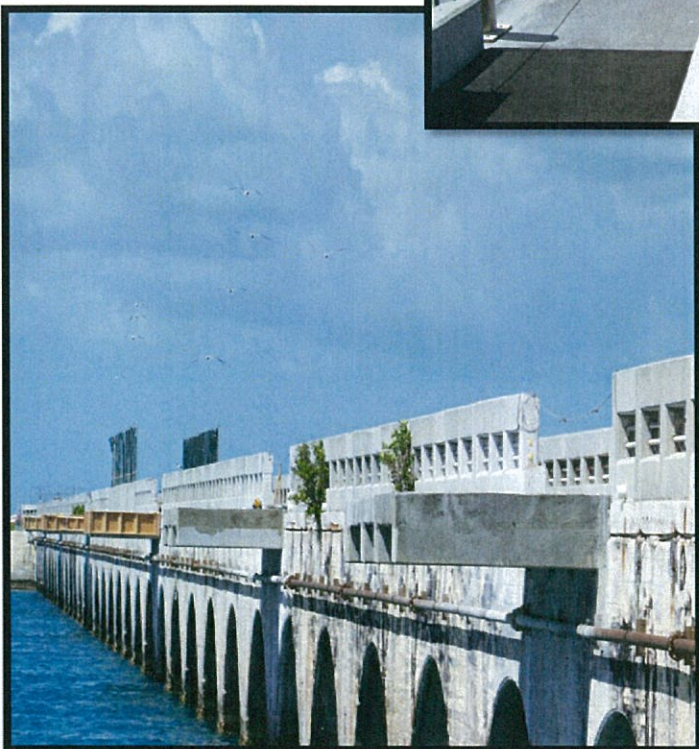
This project concluded with site improvements to include the restoration of turf, vegetation and trees greatly enhancing the environment, as well as providing non-restive drainage and mobility to Lomax Street, River Blvd. North & South, Post St., Bishop Gate Lane, and Lancaster Terrace restoring this historical area of Jacksonville to its original pristine, and directing storm water run-off to the St. Johns River.





**Project Name:** Tom's Harbor Cut, Tom's Harbor Channel and Long Key Bridges (DC646, DC696, DC704)  
**Location:** Florida Keys  
**Client:** Florida Department of Environmental Protection  
**Client POC:** Trish Smith, (305)304-0412  
**Engineer:** N/A  
**Construction Cost:** \$3,989,729  
**Project Status:** Completed 2009

**Project Description:** Value-engineered proposed concept and essentially redesigned project to allow for a constructible structure for the owner. The scope of work included construction of thirty-two (32) each, 20' by 30' cast-in-place cantilevered fishing platforms evenly spaced along the length of the existing pedestrian bridge structure (1,209 lf in length x 13 lf in width, non-traffic bridge). The value-engineered work required OTAK Group to demolish and remove 20 lf long x 13 lf wide sections of the existing cast-in-place bridge rail and deck, then install precast cantilevered deck support beams, incorporate a stainless steel, stay-in-place form pan deck and removable timber edge form system, then cast in place a 12" thick reinforced structural concrete deck and install an aluminum pedestrian handrail system at all thirty-two (32) platform locations along the bridge.







**STATE OF FLORIDA**  
 DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

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

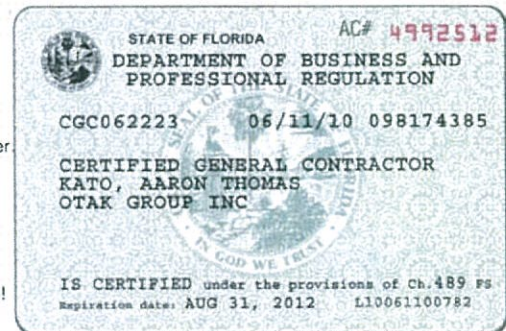
(850) 487-1395

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. 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](http://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!



DETACH HERE

AC# 4992512

**STATE OF FLORIDA**  
 DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
 CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L10061100782

DATE	BATCH NUMBER	LICENSE NBR
06/11/2010	098174385	CGC062223

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

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

CHARLIE CRIST  
 GOVERNOR

CHARLIE LIEM  
 INTERIM SECRETARY

DISPLAY AS REQUIRED BY LAW



**THE CITY OF KEY WEST**

3140 Flagler St,  
Key West, Florida 330-40

**ADDENDUM #1**

**Repairs to Navy Mole Bulkhead 497**

**Invitation to Bid: 12-007**

**9 February 2012**

*Michael A. Hill*  
OTAK Group, Inc.

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:

1. Construction Budget Estimate: \$1.5 to \$2.5 million dollars
2. Attached is Section 00-72-00 General Conditions and are a part of this contract
3. The following "Attachment A: Construction Compliance with Specifications and Plans" is a part of the Supplementary Conditions
4. The following "Attachment B: NAS Rapid Gate Information" is a part of the Supplementary Conditions
5. The Buy American Act FAR 52.225 is a part of this contract
6. Noise levels shall be kept to a minimum while a Cruise ship is at dock. At other times noise levels shall follow the City of Key West Sound Control Ordinance Section 26-191 to 26-196. The ordinance in general allows for construction/demolition sound levels produced from tools and equipment in commercial construction, demolition, drilling, or reasonably similar activities. However, such sound levels are limited to the hours of 8:00 a.m. to 7:00 p.m., Monday through Friday, and 9:00 a.m. to 5:00 p.m. on Saturday. The tools and equipment must be muffled and maintained equal to the functional standards of the industry. No exceptions contained in this subsection shall apply on Thanksgiving Day, Christmas Day and New Year's Day.
7. Prevailing wage rates do not apply to this project.
8. Question: What environmental concerns exist regarding drill-cuttings or grout overflow from the anchor holes? Please define what must be done to contain drill spoils and grout during the work? Answer: Environmental permits require all activities associated with this work be conducted in a manner which does not cause violations of state water quality standards. The standards can be found at <http://www.dep.state.fl.us/legal/rules/shared/62-302/62-302.pdf>. The surface water at the project site are Class III Marine. The contractor shall implement best management practices for erosion and pollution control to prevent violations of state water quality standards. Turbidity barriers shall be installed and maintained at all locations where the possibility of transferring suspended solids into the receiving water-body exists due to the work.
9. Second Optional Site Visit: A second optional site visit has been set for 24 February at 10am at the entrance gate to the Mole Pier



**THE CITY OF KEY WEST**  
3140 Flagler St,  
Key West, Florida 330-40

**ADDENDUM #2**  
**Repairs to Navy Mole Bulkhead 497**  
**Invitation to Bid: 12-007**  
**9 February 2012**

*Michael Miller*  
*OTAK Group, Inc.*

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:

1. Alternate Bid Item: Milling and Paving: Contractor shall mill and pave the additional areas identified as 2 through 4 on the attached drawings. Asphalt shall be one 1.25" lift of FDOT S-1/SP12.5 or JMF equivalent topped with one 0.75" lift of FDOT S-3/SP9.5 or JMF equivalent for 2" total thickness... Existing drainage patterns shall be maintained. Attachment A is a drawing of the area. The City reserves the right to award to the Base Bid only or Base Bid plus Alternate Bid Item.
2. Specifications: See attached specification 32-01-16.17 Cold Milling and Paving shall act as the technical specification for the work covered under this addendum
3. Specifications: See attached specification 32-13-17 Hot Mix Bituminous Pavement (used at MCSF Blount Island) shall act as the technical specifications for the work covered under this addendum
4. Bid Sheet: Attached is a revised BID FORM and shall replace the Bid Form in section 00-41-13.



**THE CITY OF KEY WEST**

3140 Flagler St,  
Key West, Florida 330-40

**ADDENDUM #3**

**Repairs to Navy Mole Bulkhead 497**

**Invitation to Bid: 12-007**

**21 February 2012**

*Michael Hill  
OTAK Group, Inc.*

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:

1. Page 00-21-13-5: I. Florida Trench Safety Act: This paragraph/requirement is deleted
2. Section 00-44-02 Non-Collusion Declaration and Compliance: See attached form
3. Section 00-44-04 Suspension and Debarment Certification: See attached form
4. The bid opening date is hereby moved to 3pm on 8 March 2012



**THE CITY OF KEY WEST**

Post Office Box 1409  
Key West, Fl. 33041-1409

**ADDENDUM #4**

**Repairs to Navy Mole Bulkhead 497**

**Invitation to Bid: 12-007**

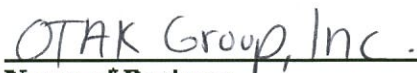
**06 March 2012**

**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 opening date is hereby moved to 3:00 PM on 14 March, 2012**

**All Bidders shall acknowledge receipt and acceptance of this Addendum No. 4 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 330-40

**ADDENDUM #5**  
**Repairs to Navy Mole Bulkhead 497**  
**Invitation to Bid: 12-007**  
**8 March 2012**

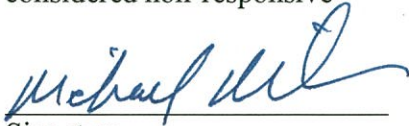
This Addendum is issued as supplemental information to the bid package for clarification of certain matters of both a general and a technical nature. The referenced bid package is amended in accordance with the following items:

1. Section 21-13 #19: Schedule Impacts that affect the Bid: Add the following to this section:
  - c. TOTLUS EXERCISE: That the U.S. Navy will be holding an exercise from 1 Sept 2012 to 7 Sept 2012. No work will be permitted at the site during this exercise.
2. Specification 31 68 13 SOIL AND ROCK ANCHORS: Replace this specification with the Specification that is attached to this Addendum: Clarification of the rock anchor angle of inclination was made in section 1.4.3(a) and the horizontal tolerances for the hole location was modified in section 3.1.7.1.
3. Specification 05 12 00 STRUCTURAL STEEL: Replace this specification with the Specification that is attached to this Addendum: A submittal, "Field Quality Control", (see 3.7) was added in order to provide results of weld inspections for review.
4. Section 00-44-02: Disclosure of Lobbying Activities Form: Delete from Table of Contents: Not Required by City
5. Addendum Acknowledgement Sheet: See Attached form and submit with bid
6. Geotechnical Report: The complete Geotechnical Report is attached

7. Section 00-41-13: Bid Form: See revised Bid Form

8. Response to Requests for Information from Contractors: See attached Sheet

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



March 13, 2012

Attn: Sue Snider  
City of Key West  
3140 Flagler Ave.  
Key West, FL 33040

**Subject: Cruise Ship Docking Plan for ITB#12-007 Repairs of Bulkhead 497, US Navy Mole**

Ref: Amendment #005

Ms. Snider,

By referencing the current Cruise Ship Schedule, and the scheduled usage of the Outer Mole (OM) Pier, OTAK will schedule its work in such a manner to allow us to limit operation in such a way as to not impact cruise ship activities on Tuesdays and every other Thursday. Should events or schedules change, OTAK can make arrangements to alter its work schedule to accommodate the cruise ships schedule, should they be slightly early or late in their arrival or departure. This accommodation is contingent on clear communication and partnership with the owner well in advance of the event. Thank you.

Sincerely,

A handwritten signature in blue ink, appearing to read "Michael Miller".

Michael Miller  
Sr. Vice President  
OTAK GROUP, Inc.