

PROPOSAL

To: The City of Key West

Address: 3126 Flagler Avenue
Key West, Florida 33041

Project Title: **Gerald Adams/ Safe Routes to Schools
Sidewalk Enhancements**

Project No.: EN-1003

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

Name: OTAK Group, Inc. - Michael Miller, Sr. V.P.

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

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

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

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

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

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

CONTRACT EXECUTION AND BONDS

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

CERTIFICATES OF INSURANCE

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

START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

The Bidder further agrees to begin work within 14 calendar days of the Notice to Proceed (NTP) and to complete the construction in all respects within 120 calendar days from the date of the NTP.

LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract and fails to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid to the Owner based on the FDOT Standard Specifications (2010) Section 8-10 until the work has been satisfactorily completed as provided by the Contract Documents. Sundays and legal holidays shall be included in determining days in default. FDOT 8-10 Code requirements govern, and herewith made a part of the Contract.

Original Contract Amount	Daily Charge Per Calendar Day
\$50,000 and Under	\$278
Over \$50,000 but less than \$250,000	\$388
\$250,000 but less than \$500,000	\$566
\$500,000 but less than \$2,500,000	\$1,148
\$2,500,000 but less than \$5,000,000	\$1,914
\$5,000,000 but less than \$10,000,000	\$2,514

ADDENDA

The Bidder hereby acknowledges that he has received Addenda No's. 1, _____, _____,
(Bidder shall insert No. of each Addendum received) and agrees that all addenda issued are hereby
made part of the Contract Documents, and the Bidder further agrees that his Proposal(s) includes all
impacts resulting from said addenda.

SALES AND USE TAXES

The Bidder agrees that all federal, state, and local sales and use taxes are included in the stated bid
prices for the work.

UNIT PRICE ITEMS

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

[THIS SPACE LEFT BLANK INTENTIONALLY]

BID SCHEDULE

GERALD ADAMS/ SAFE ROUTES TO SCHOOLS SIDEWALK ENHANCMENTS

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

<u>Bid Item No.</u>	<u>DESCRIPTION</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Value</u>
10	Performance and Payment Bonds	1	LS	6,000.00	6,000.00
<u>Value in Words</u>	Six Thousand Dollars				
20	FDOT Grant Requirements, General and Supplementary Conditions, Quality Control Requirements, Fl trench Act	1	LS	5,000.00	5,000.00
<u>Value in Words</u>	Five Thousand Dollars				
101-1	Mobilization	1	LS	15,000.00	15,000.00
<u>Value in Words</u>	Fifteen Thousand Dollars				
102-1	Maintenance of Traffic	1	LS	25,000.00	25,000.00
<u>Value in Words</u>	Twenty Five Thousand Dollars				
104-10-3	Sediment Barrier	4,040	LF	4.50	18,180.00
<u>Value in Words</u>	Eighteen Thousand One Hundred Eighty Dollars				
110-1	Clearing and Grubbing	1	LS	30,000.00	30,000.00
<u>Value in Words</u>	Thirty Thousand Dollars				
120-1	Regular Excavation	286.6	CY	8.00	2,292.80
<u>Value in Words</u>	Two Thousand Two Hundred Ninety Two Dollars Eighty Cents				
120-6	Embankment	176.7	CY	20.00	3,534.00
<u>Value in Words</u>	Three Thousand Five Hundred Thirty Four Dollars				

425-9-910	Closed Flume Inlet (Type 1)	7	EA	2,300.00	16,100.00
<u>Value in Words</u>	Sixteen Thousand One Hundred Dollars				
425-6	Adjusting Valve Boxes/ Water Meters	14	EA	280.00	3,920.00
<u>Value in Words</u>	Three Thousand Nine Hundred Twenty Dollars				
430-963-1	4" PVC Pipe for Back of Sidewalk Drainage	147	LF	30.00	4,410.00
<u>Value in Words</u>	Four Thousand Four Hundred Ten Dollars				
515-2-301	Picket Railing (Aluminum)	790	LF	50.00	39,500.00
<u>Value in Words</u>	Thirty Nine Thousand Five Hundred Dollars				
520-1-10	Concrete Curb and Gutter Type F	2,258	LF	20.00	45,160.00
<u>Value in Words</u>	Forty Five Thousand One Hundred Sixty Dollars				
520-2-4	Concrete Curb Type D	120	LF	18.00	2,160.00
<u>Value in Words</u>	Two Thousand One Hundred Sixty Dollars				
522-1	Concrete Sidewalk (4")	2,304	SY	44.00	101,376.00
<u>Value in Words</u>	One Hundred and One Thousand Three Hundred Seventy Six Dollars				
522-2	Concrete Sidewalk (6")	172	SY	48.00	8,256.00
<u>Value in Words</u>	Eight Thousand Two Hundred Fifty Six Dollars				
570-1-2	Performance Turf (SOD)	1,087	SY	5.00	5,435.00
<u>Value in Words</u>	Five Thousand Four Hundred Thirty Five Dollars				
700-20-11	Single Post Sign (Less Than 12 SF)	8	AS	400.00	3,200.00
<u>Value in Words</u>	Three Thousand Two Hundred Dollars				
700-20-12	Single Post Sign (More Than 12 SF)	2	AS	800.00	1,600.00
<u>Value in Words</u>	One Thousand Six Hundred Dollars				
700-20-40	Single Post Sign (Relocate)	4	AS	250.00	1,000.00
<u>Value in Words</u>	One Thousand Dollars				
700-20-60	Single Post Sign (Remove)	3	AS	50.00	150.00
<u>Value in Words</u>	One Hundred Fifty Dollars				

700-48-60	Sign Panel (Remove)	1	AS	50.00	50.00
<u>Value in Words</u>	Fifty Dollars				
710-11-290	Painted Pavement Markings (Yellow Reflective Pain to be installed at no parking zones)	2000	LF	3.00	6,000.00
<u>Value in Words</u>	Six Thousand Dollars				
711-11-123	Thermoplastic Solid Traffic Stripe (12" White)	735	LF	6.00	4,410.00
<u>Value in Words</u>	Four Thousand Four Hundred Ten Dollars				
711-11-125	Thermoplastic Solid Traffic Stripe (24" White)	306	LF	10.00	3,060.00
<u>Value in Words</u>	Three Thousand and Sixty Dollars				
A-1	Allowances	1	LS	\$25,000	\$25,000
<u>Value in Words</u>	Twenty Five Thousand Dollars				

Additive/ Alternative Item*

A-2	Bus Shelters	2	EA	25,000.00	50,000.00
<u>Value in Words</u>	Fifty Thousand Dollars				

**please refer to bid item note #11*

BASE BID AMOUNT \$ 375,793.80

BASE BID AMOUNT (IN WORDS) Three Hundred Seventy Five Thousand Seven Hundred Ninety Three Dollars and Eighty Cents

[THIS SPACE LEFT BLANK INTENTIONALLY]

Bid Item Notes:

1. Bid Item A-1 any portion of this allowance that remains after all authorized payments has been made will be withheld from contract payments and will remain with the OWNER.
2. Bid Item A-2 Bus Shelter this item is to be used at the discretion of the Engineer or his representative. Quantities may be increased, decreased or omitted as directed by the Engineer or his representative. Refer to Section 02935 for applicable specifications and details.

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

[THIS SPACE LEFT BLANK INTENTIONALLY]

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:

site work (earthwork).
Portion of Work

Stratego
Name

14415 SW 88 St. Suite 6105, Miami, FL, 33186
Street City State Zip

Portion of Work

Name

Street City State Zip

Portion of Work

Name

Street City State Zip

Portion of Work

Name

Street City State Zip

SURETY

Waldorff Insurance and Bonding whose address is
45 Eglin Parkway NE, Ste. 202, Ft. Walton Beach, FL, 32548
Street City State Zip

BIDDER

The name of the Bidder submitting this Proposal is

OTAK Group, Inc. doing business at
3308 Flagler Ave., Key West, FL, 33040
Street City State Zip

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

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

Name	Title
<u>Aaron Kato</u>	<u>President</u>
<u>Michael Miller</u>	<u>Senior Vice President</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

Corporation
~~If Sole Proprietor or Partnership~~

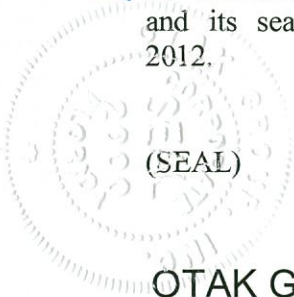
IN WITNESS hereto the undersigned has set his (its) hand this _____ day of _____ 2012.

Michael Miller
Signature of Bidder

Title SR Vice President

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 May 2 day of 2012.



(SEAL)

OTAK Group, Inc.
Name of Corporation

By Michael Miller

Title SR. Vice President

Attest Anthony Miller
~~Secretary~~ Contracts Mgr.

<u>Project Description</u>	<u>Location</u>	<u>Contract Amount</u>	<u>Dates</u>	<u>Owner</u>	<u>Owner POC</u>	<u>Engineer</u>	<u>Engineer POC</u>
Layton Trail to Channel 5 Bridge-Bike Trail	Florida Keys	\$727,907.31	Project Awarded	FDEP	Mike Renard/(850)488-5372	N/A	N/A
Spanish Harbour to Seven Mile Bridge-Bike Trail	Florida Keys	\$3,211,759.00	Project Awarded	FDEP	Mike Renard/(850)488-5372	N/A	N/A
Sugarloaf to Summerland Key-Bike Trail	Florida Keys	\$3,050,229.00	Project Awarded	FDEP	Mike Renard/(850)488-5372	N/A	N/A
Big Cypress National Preserve-Loop Road Rehab	Everglades, FL	\$3,125,664.00	2/19/12-TBD	FHWA-FDOT	Don McIntosh/(904)583-9094	N/A	N/A
Blount Island Roadway Repairs-Various Roadway Repairs	Blount Island, FL	\$3,302,358.00	9/29/10-9/28/11	NAVFAC SE	Edwin Wilcher/(904)270-3178	N/A	N/A
EAF Lot-Regrading/Paving	Blount Island, FL	\$458,784.59	5/24/11-1/18/12	NAVFAC SE	Edwin Wilcher/(904)270-3178	N/A	N/A
Sonar Way and Channel View-Regrading/Paving	Blount Island, FL	\$166,250.37	9/24/10-2/11/11	NAVFAC SE	Edwin Wilcher/(904)270-3178	N/A	N/A
Laydown Areas 1,2,3	Blount Island, FL	\$1,023,676.16	9/30/08-3/2/09	NAVFAC SE	Edwin Wilcher/(904)270-3178	N/A	N/A
Pablo Road Bridge Replacement	Ponte Vedra, FL	\$787,536.38	5/10-5/11	FDOT	Juanita Moore/(850) 414-4590	N/A	N/A
Restripte Airfield	Blount Island, FL	\$528,396.69	3/21/10-9/15/10	NAVFAC SE	Edwin Wilcher/(904)270-3178	N/A	N/A

ATTACHMENT: I

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

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

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

I, Michael Miller _____, hereby
(NAME)
declare that I am Senior Vice President of OTAK Group, Inc.
(TITLE) (FIRM)
Of Key West, 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 State Project.

I further declare that:

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

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

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

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

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

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

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

8. As required by Section 337.165, Florida Statutes, the firm has fully informed the Department of Transportation in writing of all convictions of the firm, its affiliates (as defined in Section 337.165(1)(a), Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of

state or federal antitrust laws with respect to a public contract or for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees of the firm or affiliates who were convicted of contract crimes while in the employ of another company.

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

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

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

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

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

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

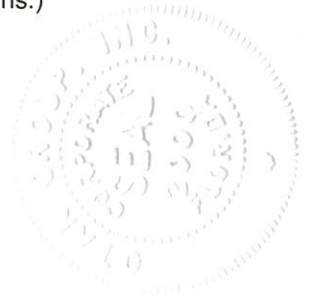
Where I am unable to declare or certify as to any of the statements contained in the above stated paragraphs numbered (1) through (10), I have provided an explanation in the "Exceptions" portion below or by attached separate sheet.

EXCEPTIONS:

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

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

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



CONTRACTOR: (Seal)

BY: Michael Miller, Sr. Vice President
NAME AND TITLE PRINTED

WITNESS: *[Signature]*

BY: *[Signature]*
SIGNATURE

WITNESS: _____

Executed on this 2nd day of May, 2012

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. V.P. 

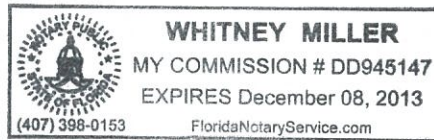
Sworn and subscribed before me this 2nd day of May, 2012

NOTARY PUBLIC, State of Florida at Large

My Commission Expires:

12.8.13

* * * * *



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 EN-1003

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 Senior Vice President

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

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

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

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

convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

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

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

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

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

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

Michael Miller
(signature)
5/2/12
(date)

STATE OF FL

COUNTY OF Nassau

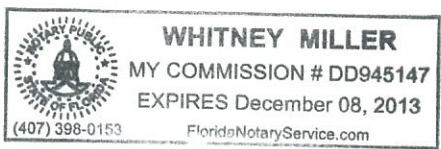
PERSONALLY APPEARED BEFORE ME, the undersigned authority,

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

signature in the space provided above on this 2nd day of May, 2012.

My commission expires:

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.

SEAL:

3308 Flagler Ave., Key West, FL 33040
Address

Signature
Michael Miller
Print Name
Senior Vice President
Title



DATE: 5/2/12

PROHIBITED INTERESTS FORM AND NOTICE

I Michael Miller SR. Vice President OTAK Group, Inc.
(Printed Name) (Title) certify that neither (Company Name)

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

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

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

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


Signature

BIDDER'S CHECKLIST

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

1. All Contract Documents thoroughly read and understood. [✓]
2. All blank spaces in Proposal filled in, using black ink. [✓]
3. Total and unit prices added correctly. [✓]
4. Addenda acknowledged. [✓]
5. Subcontractors are named as indicated in the Proposal. [✓]
6. Experience record included. [✓]
7. Proposal signed by authorized officer. [✓]
8. Bid Bond completed and executed, including power-of-attorney dated the same date as Bid Bond. [✓]
9. Bidder familiar with federal, state, and local laws, ordinances, rules and regulations affecting performance of the work. [✓]
10. Bidder shall demonstrate possession of required licenses and certificates to bid the job. [✓]
11. Bid submitted intact with the volume entitled "Bidding Requirements" and "Contract Forms", 1 original, 1 copies and 2 flash drives. [✓]
12. Bid Documents submitted in sealed envelope and addressed and labeled in conformance with the instructions in the Invitation to Bid. [✓]
13. Bidder submitted FDOT pre-certification paperwork [✓]
14. Bidder signed and submitted the suspension and debarment certification [✓]
15. Bidder signed and submitted non-collusion declaration and compliance with 49CFR29 form. [✓]
16. Bidder signed and submitted the Prohibited Interests Form [✓]
17. Remainder of Required Forms [✓]



STATE OF FLORIDA
 DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

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

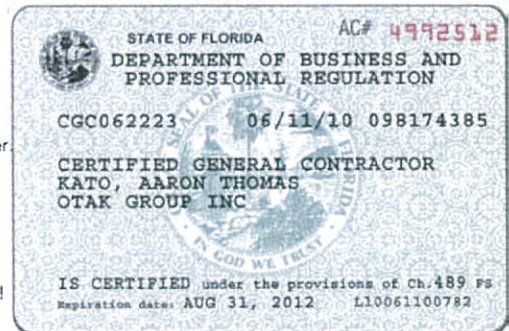
(850) 487-1395

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. 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					



Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

OFFICE OF THE
SECRETARY

June 1, 2011

OTAK GROUP, INC.
96126 MOUNT ZION LOOP
YULEE FL 32097

RE: CERTIFICATE OF QUALIFICATION

Dear Sir/Madam:

The Department of Transportation has qualified your company for the amount and the type of work indicated below. Unless your company is notified otherwise, this rating will expire 6/30/2012. However, the new application is due 4/30/2012.

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

Your company's maximum capacity rating has been established. To access it, please log into the Contractor Prequalification Application System via the following link:

<https://www3.dot.state.fl.us/ContractorPreQualification/>

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

FDOT APPROVED WORK CLASSES:

DRAINAGE, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, MINOR BRIDGES, R&R INTERMEDIATE BRIDGES, R&R MAJOR BRIDGE - BRIDGES OF CONVENTIONAL CONSTRUCTION WHICH ARE OVER A WATER OPENING OF 1,000 FEET OR MORE, R&R MINOR BRIDGES

FDOT APPROVED SPECIALITY CLASSES OF WORK:

CONCRETE DRIVEWAYS, SIDEWALK, CURB AND GUTTER AND EXPANSION JOINTS.

Please be advised the Department of Transportation has considered your company's qualification in all work classes requested. We have evaluated your company's organization, management, work experience, work performance and adequacy of equipment as directed by section 14-22.003, Florida Administrative Code. Based on this evaluation, the Department is not able, at this time, to prequalify your company for the work classes: BRIDGE DECK OVERLAYS, CATHODIC PROTECTION.

OTAK GROUP, INC.
June 1, 2011
Page two

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

Sincerely,

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

Juanita Moore, Manager
Contracts Administration Office

JM:cj

CONTRACT ADDENDUM

CITY OF KEY WEST FLORIDA

GERALD ADAMS /COLLEGE ROAD SIDEWALK ENHANCEMENTS

ITB # 12-014

Project No. EN-1003

(Lap Agreement FM #425851-1)

To all Bidders,

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

Addendum No. 1

- I. The following revision is hereby made a part of the Contract Documents as fully as completely as if the same were fully set forth therein:

Sheet 20, Bid Schedule, pay item 515-2-301 Picket Railing (Aluminum), 790 LF, has been deleted and substituted with the following pay item:

515-1-2 Pipe Handrail – Guiderail (Aluminum) (As per FDOT index 870), 790 LF

- II. The following revision is hereby made a part of the Contract Documents as fully as completely as if the same were fully set forth therein:

Section 01001 General Requirements, section 1.3, page 104:

The Engineer for the Project is:

AMEC Environment & Infrastructure, Inc.
5845 N.W. 158th St.
Miami Lakes, FL 33014

- III. The following revision is hereby made a part of the Contract Documents as fully as completely as if the same were fully set forth therein:

Section 01001 General Requirements, Part 7, section 7.1 subsection B, page 113:

Submittals to the engineer shall be addressed to:

AMEC Trailer
3142 Boog Powell Court,

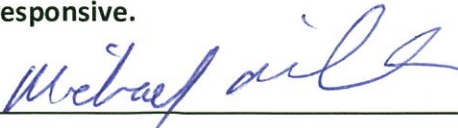
Key West, FL

- IV. The following revision is hereby made a part of the Contract Documents as fully as completely as if the same were fully set forth therein:

Section 02570 Performance Turf, Part 1 General, section 1.3 Materials, subsection A, page 214:

SOD shall be Bahia SOD. Contractor shall provide certification for SOD type before installation.

All Bidders shall acknowledge receipt and acceptance of this Addendum # 1 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

FLORIDA BID BOND

BOND NO. TBD

AMOUNT: \$ 5% of amount bid

KNOW ALL MEN BY THESE PRESENTS, that _____

OTAK Group, Inc

hereinafter called the PRINCIPAL, and The Hanover Insurance Company

a corporation duly organized under the laws of the State of New Hampshire

having its principal place of business at 440 Lincoln Street, Worcester, MA 01653

_____ in the State of Massachusetts

and authorized to do business in the State of Florida, as SURETY, are held and firmly bound

unto City of Key West

hereinafter called the OBLIGEE, in the sum of FIVE percent of amount bid

DOLLARS (\$ 5%) for the payment for which we bind ourselves, our

heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these present.

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL is herewith submitting his or its Bid Proposal for EN-1003, GERALD ADAMS/ SAFE ROUTES TO SCHOOLS SIDEWALK ENHANCEMENTS, Key West, Florida said Bid Proposal, by reference thereto, being hereby made a part hereof.

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:

EN-1003, GERALD ADAMS/ SAFE ROUTES TO SCHOOLS SIDEWALK ENHANCEMENTS, Key West, Florida.

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

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

Signed and sealed this 2nd day of May, 2012.

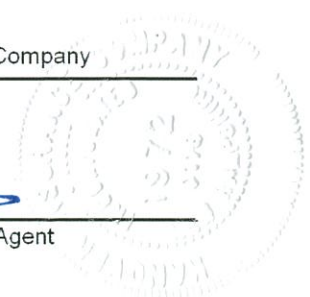
PRINCIPAL OTAK Group, Inc

By 

SURETY The Hanover Insurance Company

By 

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



* * * * *

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

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

Signed and sealed this 2nd day of May, 2012.

PRINCIPAL OTAK Group, Inc

By 

SURETY The Hanover Insurance Company

By 

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



* * * * *

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

Robert Thomas, Vice President

Mary Fitzgerald

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
Commonwealth of Massachusetts
My Commission Expires Sept. 21, 2018

Barbara A. Garlick

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 2nd day of May 2012

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

Glenn Margosian

Glenn Margosian, Vice President