

**CONTRACT**

This Contract, made and entered into this 9<sup>th</sup> day of October 2012,  
by and between the City of Key West, hereinafter called the "Owner", and OTAK Group, Inc.,  
hereinafter called the "Contractor";

WITNESSETH:

The Contractor, in consideration of the sum to be paid him by the Owner and of the covenants and agreements herein contained, hereby agrees at his own proper cost and expense to do all the work and furnish all the materials, tools, labor, and all appliances, machinery, and appurtenances for MARINE SANITATION SYSTEM FOR WAHOO and KINGFISH PIERS, GB-1201, to the extent of the Proposal made by the Contractor, dated this 9<sup>th</sup> day of October, 2012, all in full compliance with the Contract Documents referred to herein.

The BIDDING REQUIREMENTS, including the signed copy of the PROPOSAL, CONTRACT FORMS, PERFORMANCE and PAYMENT BONDS, the CONDITIONS OF THE CONTRACT, the SPECIFICATIONS, and DRAWINGS (if any), which consists of purchase and installation of marine sanitation systems for Wahoo and Kingfish Piers are hereby referred to, and by reference, made a part of this Contract, as fully and completely as if the same were fully set forth herein, and are mutually cooperative therewith.

In consideration of the performance of the work as set forth in these Contract Documents, the Owner agrees to pay to the Contractor the LUMP SUM BID amount in the Proposal as adjusted in accordance with the Contract Documents, or as otherwise herein provided, and to make such payments in the manner and at the times provided in the Contract Documents.

The Contractor agrees to complete the work within the time specified in the Contract and to accept as full payment hereunder the amounts computed as determined by the Contract Documents and based on the said Proposal.

The Contractor agrees to remedy all defects appearing in the work or developing in the materials furnished and the workmanship performed under this Contract during the warranty period after the date of final acceptance of the work by the Owner, and further agrees to indemnify and save the Owner harmless from any costs encountered in remedying such defects.

