

CONTRACT

This Contract, made and entered into this 27th day of June 2012,
by and between the City of Key West, hereinafter called the "Owner", and _____
THE 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 GERALD ADAMS/ SAFE ROUTES TO SCHOOLS SIDEWALK ENHANCEMENTS, EN-1003, Key West, Florida to the extent of the Proposal made by the Contractor, dated the 2nd day of MAY 2012, all in full compliance with the Contract Documents referred to herein.

The BIDDING REQUIREMENTS, including the signed copy of the PROPOSAL, the CONTRACT FORMS, PERFORMANCE and PAYMENT BONDS, the CONDITIONS OF THE CONTRACT, the SPECIFICATIONS, and the DRAWINGS.

In consideration of the performance of the work as set forth in these Contract Documents, the Owner agrees to pay to the Contractor the amount bid 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.

It is agreed that the Contract, based upon the Proposal, shall be fully complete within the stated number of consecutive calendar days from the date the Notice to Proceed is issued.

In the event the Contractor 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

As agreed on page 17 of the "Proposal", the construction of the project, in all respects, shall be fully completed within one hundred and twenty (120) consecutive calendar days.

IN WITNESS WHEREOF, we, the parties hereto, each herewith subscribe the same this

27TH day of JUNE, A.D., 2012.

CITY OF KEY WEST

By JK Schell

Title CITY MANAGER

CONTRACTOR

By Michael Miller Michael ML

Title SRVP

* * * *

PERFORMANCE BOND

BOND NO. 1002166
AMOUNT: \$ 375,793.80

KNOW ALL MEN BY THESE PRESENTS, that in accordance with Florida Statutes Section 255.05, OTAK Group, Inc

with offices at 96126 Mount Zion Loop, Yulee, FL 32097

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

with offices at 440 Lincoln Street, Worcester, MA 01653

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 CITY OF KEY WEST, represented by its _____, hereinafter called the CITY (Obligee), in the sum of:

Three Hundred Seventy-Five Thousand, Seven Hundred Ninety-Three Dollars and 80/100 _____ DOLLARS (\$ 375,793.80), lawful money of the United States of America, for the payment of which, well and truly be made to the CITY, the CONTRACTOR and the SURETY bind themselves and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents as follows:

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the CONTRACTOR has executed and entered into a certain Contract hereto attached, with the CITY, dated June 27, 2012, to furnish at his own cost, charges, and expense all the necessary materials, equipment, and/or labor in strict and express accordance with said Contract and the Contract Documents as defined therein, all of which is made a part of said Contract by certain terms and conditions in said Contract more particularly mentioned, which Contract, consisting of the various Contract Documents is made a part of this Bond as fully and completely as if said Contract Documents were set forth herein;

NOW THEREFORE, the conditions of this obligation are such that if the above bounden CONTRACTOR:

1. Shall in all respects comply with the terms and conditions of said Contract and his obligation there under, including the Contract Documents (which include the plans, drawings, specifications, and conditions as prepared by the CITY, invitation to bid, instructions to bidders, the CONTRACTOR'S bid as accepted by the above CITY, the bid and contract performance and payment bonds, and all addenda, if any, issued prior to the opening of bids), being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying PRINCIPAL with labor, materials, or supplies, used directly or indirectly by PRINCIPAL in the prosecution of the work provided for in the contract; and
3. Pays CITY all losses, costs, expenses, damages, attorney's fees, including appellate proceedings, injury or loss of whatever kind and however arising including, without limitation, delay damages to which said CITY may be subject by reason of any wrongdoing, misconduct, want of care or skill, negligence, failure of performance, breach, failure to petition within the prescribed time, or default, including patent

infringements, on the part of said CONTRACTOR, his agents or employees, in the execution or performance of said Contract; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this obligation shall be void; otherwise, to remain in full force and effect for the term of said Contract.

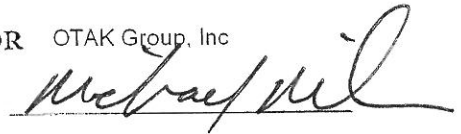
AND, the said Surety for value received, hereby stipulates and agrees that no change involving any extension of time, or addition to the terms of the Contract Documents, or to the work to be performed, or materials to be furnished there under shall affect said obligation of said Surety on this Bond, and the said Surety does hereby waive notice of any such changes, extension of time, alterations, or additions of the terms of the Contract Documents, or to the work.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

IN WITNESS WHEREOF, the above parties bonded together have executed this instrument this day of June 22nd, 2012, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONTRACTOR OTAK Group, Inc

By:



(SEAL)

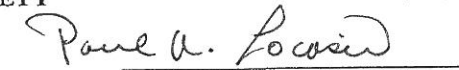
ATTEST



SURETY

The Hanover Insurance Company

By:



Paul A. Locascio, Attorney-In-Fact & Fla. Resident Agent

(SEAL)

ATTEST



PAYMENT BOND

BOND NO. 1002166
AMOUNT: \$ 375,793.80

KNOW ALL MEN BY THESE PRESENTS, that in accordance with Florida Statutes Section 255.05, OTAK Group, Inc

with offices at 96126 Mount Zion Loop, Yulee, FL 32097
hereinafter called the CONTRACTOR, (Principal), and
The Hanover Insurance Company

with offices at 440 Lincoln Street, Worcester, MA 01653
a corporation duly organized and existing under and by virtue of the laws of the State of
Massachusetts, hereinafter called the SURETY, and authorized to transact business
within the State of Florida, as SURETY, are held and firmly bound CITY OF KEY WEST,
represented by its _____, hereinafter called the City (Obligee), in the sum of:

Three Hundred Seventy-Five Thousand, Seven Hundred Ninety-Three Dollars and 80/100 DOLLARS (\$ 375,793.80), lawful money of
the United States of America, for the payment of which, well and truly be made to the CITY, and
the CONTRACTOR and the SURETY bind themselves and each of their heirs, executors,
administrators, successors, and assigns, jointly and severally, firmly by these presents as
follows:

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the CONTRACTOR has executed and entered into a certain Contract for
Gerald Adams/Safe Routes to Schools Sidewalk Enhancements attached hereto, with the CITY, dated
June 27, 2012, to furnish at his own cost, charges, and expense the necessary materials, equipment,
and/or labor in strict and express accordance with said Contract and the plans, drawings (if any),
and specifications prepared by the CITY, all of which is made a part of said Contract by certain
terms and conditions in said Contract more particularly mentioned, which Contract, consisting of
the various Contract Documents specifically mentioned herein and relative hereto, is made a part
of this Bond as fully and completely as if said Contract Documents were set forth herein.

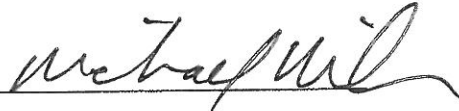
NOW THEREFORE, the conditions of this obligation are such that if the above bounden
CONTRACTOR shall in all respects comply with the terms and conditions of said Contract and
his obligation thereunder, including the Contract Documents (which include the plans, drawings,
specifications, and conditions prepared by the CITY, invitation to bid, instructions to bidders, the
CONTRACTOR'S bid as accepted by the CITY, the bid and contract and payment bonds, and all
addenda, if any, issued prior to the opening of bids), and further that if said CONTRACTOR
shall promptly make payments to all persons supplying materials, equipment, and/or labor, used
directly or indirectly by said CONTRACTOR or subcontractors in the prosecution of the work
for said contract in accordance with Florida Statutes, Section 255.05 or Section 713.23, then this
obligation shall be void; otherwise to remain in full force and effect for the term of said contract,
including and all guarantee periods as specifically mentioned in said Contract Documents.

AND, the said SURETY for value received, hereby stipulates and agrees that no change involving any extension of time, or addition to the terms of the Contract or to the work to be performed, or materials to be furnished thereunder, or in the Contract Documents and specifications accompanying the said contract shall affect said obligation of said SURETY on this Bond, and the said SURETY does hereby waive notice of any such changes, extension of time, alternations, or additions of the terms of the Contract, or to the work, to the Contract Documents, or to the specifications.

Claimant shall give written notice to the CONTRACTOR and the SURETY as required by Section 255.05 or Section 713.23, Florida Statutes. Any action instituted against the CONTRACTOR or SURETY under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2) or Section 713.23, Florida Statutes.

IN WITNESS WHEREOF, the above parties bounded together have executed this instrument this 22nd day of June, 2012, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

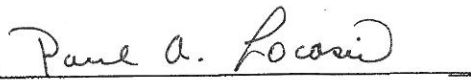
CONTRACTOR OTAK Group, Inc

By: 

(SEAL)

ATTEST 

SURETY The Hanover Insurance Company

By: 

Paul A. Locascio, Attorney-In-Fact & Fla. Resident Agent

(SEAL)

ATTEST 

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

POWERS OF ATTORNEY
CERTIFIED COPY

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

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

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

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

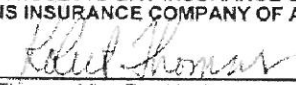
and said companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority of the following Resolution passed by the Board of Directors of said Companies which resolutions are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

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

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



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


Robert Thomas, Vice President

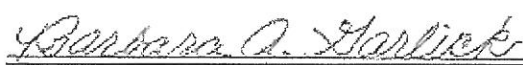

Mary Fitzgerald, Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

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



BARBARA A. GARLICK
Notary Public
Commonwealth of Massachusetts
My Commission Expires Sept. 21, 2018


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 22nd day of June 2012

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


Glenn Margosian, Vice President



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/19/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Waldorff Insurance & Bonding P.O. Box 90027 Gainesville FL 32607	CONTACT NAME: Sheree Lewis		
	PHONE (A/C, No, Ext): 352-374-7779	FAX (A/C, No): 850-581-4930	
	E-MAIL ADDRESS: ShereeL@WaldorffInsurance.com		
PRODUCER CUSTOMER ID #:			
INSURED OTAK Group, Inc. 96126 Mount Zion Loop Yulee FL 32097	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: The FCCI Insurance Company		10178
	INSURER B: National Trust Insurance Co.		20141
	INSURER C: American Interstate Ins. Co.		24759
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES CERTIFICATE NUMBER: 1578820095 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJ-JECT <input type="checkbox"/> LOC			GL00095231	10/2/2011	10/2/2012	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CA00148181	10/2/2011	10/2/2012	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000			UMB00098371	10/2/2011	10/2/2012	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	AVWCFL1964662010	10/1/2011	10/1/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Installation Floater Rental Equipment			CM00050301	10/2/2011	10/2/2012	Job Site Limit \$100,000 Equipment Limit \$775,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Contract No.: EN 1003

CERTIFICATE HOLDER CANCELLATION

The City of Key West PO Box 1409 Key West FL 33041	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

CITY OF KEY WEST, FLORIDA

Business Tax Receipt

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

Business Name	OTAK GROUP, INC.	CtIDnr:0021880
Location Addr	96126 RT. ZION LOOP	
Lic Nbr/Class	12-00026991 CONTRACTOR - CERT GENERAL CONTRACTOR	
Issue Date:	May 16, 2012	Expiration Date:September 30, 2012
License Fee	\$129.00	
Add. Charges	\$0.00	
Penalty	\$0.00	
Total	\$0.00	

Comments:

This document must be prominently displayed.

OTAK GROUP, INC.

OTAK GROUP, INC.
96126 RT. ZION LOOP

VULPR FR 30097
