

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

**PROPOSAL**

To: The City of Key West  
Address: 3126 Flagler Street, Key West, Florida 33041  
Project Title: POLICE DEPARTMENT ROOF REPLACEMENT  
PD 1409

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

Company Name: FULLCOVER ROOFING SYSTEMS, INC  
Contact Name & Telephone #: Samy Elarja (786) 287-1912  
Email Address: samy@fullcover-roofing.com

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 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 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.

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 after the date of the Notice to Proceed and to complete the project, in all respects within 75 calendar days after the date of the Notice to Proceed.

LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract and shall fail 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 at the rate of \$1,000.00 per day for all work awarded until the work has been satisfactorily completed as provided by the Contract Documents. Sundays and legal holidays shall be excluded in determining days in default.

ADDENDA

The Bidder hereby acknowledges that he has received Addenda No's. 0, \_\_\_\_\_,

\_\_\_\_\_ 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.

LUMP SUM 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 lump sum amounts. The Bidder agrees that the lump sum 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.

TOTAL LUMP SUM BASE BID:

1 LS \$ 194,437. =

One hundred ninety four thousand Dollars & 00 Cents  
(amount written in words)  
Four hundred thirty seven

The Bidder shall submit a Schedule of Values with the Proposal. It shall be broken down by trade and type of work and it shall be used as a basis for payment. The Bidder will be considered non-responsive if Schedule of Values is not included in Bid package.

See Attached For schedule of values.



Samy Elarja  
President  
Full cover Roofing Systems Inc.

List items to be performed by CONTRACTOR's own forces and the estimated total cost of these items. (Use additional sheets if necessary.)

Roofing Demo	\$45,000 <sup>00</sup>
New Roof Install.	\$100,000 <sup>00</sup>
Flashing Removal / Install	\$30,000 <sup>00</sup>
Permits	\$7,500 <sup>00</sup>



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:

Check Electric LLC

Name

3255 Flagler Ave. Key West Fl. 33040  
Street City State Zip

ALL Keys Construction Inc.

Name

1700 N. Rowlett Blvd # 3 Key West Fl. 33045  
Street City State Zip

GP Interiors Group

Name

11857 Sw 98 ter. Miami Fl. 33186  
Street City State Zip

Name

Street City State Zip

SURETY

PD 1409

\_\_\_\_\_ whose address is

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

BIDDER

The name of the Bidder submitting this Proposal is

FULLCOVER ROOFING SYSTEMS, INC doing business at

12973 SW 112 ST # 352 , MIAMI , FL , 33186  
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:

Samy Elarja \_\_\_\_\_ President \_\_\_\_\_

Enrique Cardenas \_\_\_\_\_ Vice - President \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

ANTI-KICKBACK AFFIDAVIT

STATE OF Florida )  
 ) : SS  
COUNTY OF Miami-Dade )

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.

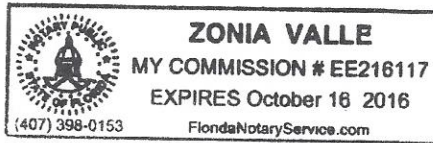
By: Samy Elaja

Sworn and subscribed before me this 8 day of January, 2015.

NOTARY PUBLIC, State of Florida at Large

My Commission Expires:

Z. Valle



\* \* \* \* \*

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 1+B # 15-001  
Police Station Roof Replacement

2. This sworn statement is submitted by Foll cover Roofing Systems Inc.  
(Name of entity submitting sworn statement)

whose business address is 12973 SW 112st # 352 Miami FL 33186

and (if applicable) its Federal Employer Identification Number (FEIN) is 05-0548952

(If the entity has no FEIN, include the Social Security Number of the individual  
signing this sworn statement \_\_\_\_\_)

3. My name is Samy Elarja  
(Please print name of individual signing)

and my relationship to the entity named above is 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
- a. A predecessor or successor of a person convicted of a public entity crime; or
  - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

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

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

\_\_\_\_\_ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of

Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

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

[Signature]  
(Signature)  
01-08-2015  
(Date)

STATE OF Florida

COUNTY OF Miami-Dade

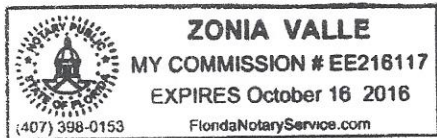
PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Samy Elajji who, after first being sworn by me, affixed his/her  
(Name of individual signing)

Signature in the space provided above on this 8 day of January, 2015.

My commission expires:

[Signature]  
NOTARY PUBLIC



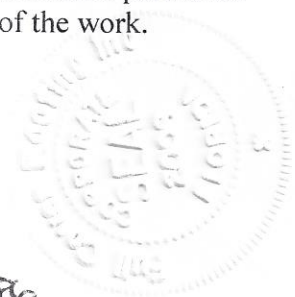
INDEMNIFICATION

To the fullest extent permitted by law, the CONTRACTOR expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents, and employees (herein called the "indemnitees") from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR, its Subcontractors or persons employed or utilized by them in the performance of the Contract. Claims by indemnitees for indemnification shall be limited to the amount of CONTRACTOR's insurance or \$1 million per occurrence, whichever is greater. The parties acknowledge that the amount of the indemnity required hereunder bears a reasonable commercial relationship to the Contract and it is part of the project specifications or the bid documents, if any.

The indemnification obligations under the Contract shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR under workers' compensation acts, disability benefits acts, or other employee benefits acts, and shall extend to and include any actions brought by or in the name of any employee of the CONTRACTOR or of any third party to whom CONTRACTOR may subcontract a part or all of the Work. This indemnification shall continue beyond the date of completion of the work.

CONTRACTOR: Fullcover Roofing Systems Inc.

SEAL:



12973 SW 112st # 352 Miami Fl. 33186  
Address

[Handwritten Signature]  
Signature

Samy Elajja  
Print Name

President  
Title

DATE: \_\_\_\_\_



EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF Florida )  
 : SS  
COUNTY OF Miami Dade )

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

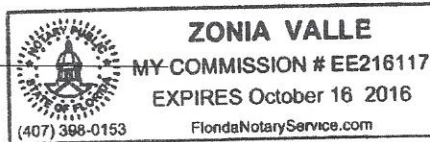
By: [Signature]

Sworn and subscribed before me this

8 Day of January, 2015.

Z. Valle  
NOTARY PUBLIC, State of Florida at Large

My Commission Expires: \_\_\_\_\_





CONE OF SILENCE AFFIDAVIT

STATE OF Florida )  
 : SS  
COUNTY OF Miami-Dade )

I the undersigned hereby duly sworn depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of Fulleaves Pooling Systems Inc have read and understand the limitations and procedures regarding communications concerning City of Key West issued competitive solicitations pursuant to City of Key West Ordinance Section 2-773 Cone of Silence (attached).

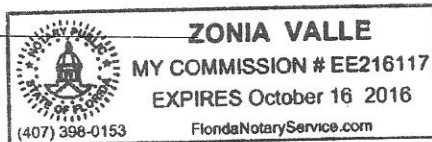
Sworn and subscribed before me this

8 Day of January, 2015.

Z. Vallo

NOTARY PUBLIC, State of Florida at Large

My Commission Expires: \_\_\_\_\_



## References & experience

Description and Location	Amount	Dates	Owner	Contact
HARR 596 re-roof and tapered insulation Homestead Fl.	\$ 178,000.00	4/14-10/14	Homestead Air Force Base	Randy Sosa (305) 975-2173
Colony West Re-roof City of Tamarac Broward	\$ 135,000.00	11/12-01/13	City of Tamarac	Jim Nicotra (954) 597-3569
William Lehman roof repairs Miami Dade	\$ 139,000.00	12/13-02/14	Miami Dade Transit	Nury Perez (786) 200-4998
Roof Replacement at Various Buildings City of Wellington Palm Beach	\$ 116,000.00	6/13-8/13	City of Wellington	Gus Arnold (561) 324-4258
Housing authority various Houses re-roof Miami Dade	\$ 42,000.00	6/14-8/14	Miami Dade Housing	Pedro Rosa (786) 514-2105

**Police Dep. Roof Replacement Schedule of values**

Bond and permit			\$12,500.00
Movilization			\$20,000.00
Equipment rental			\$6,000.00
Roofing Demolition			\$30,000.00
Tapered installation			\$19,437.00
New Roof installation			\$75,000.00
New Flashing installation			\$12,500.00
Stucco Work			\$15,000.00
Electrical work			\$2,500.00
Manufacturer warranty			\$1,500.00
			<b>\$194,437.00</b>





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 CITY), equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Proposal and the detailed Specifications, entitled:

**POLICE STATION ROOF REPLACEMENT / PD 1409**

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 CITY 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 CITY, 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 14th day of January, 2015.

PRINCIPAL  
Fullcover Roofing Systems Inc.

By [Signature]

STATE OF Florida )  
: SS  
COUNTY OF Monroe )

Capitol Indemnity Corporation

SURETY

By [Signature]  
David Satine, Attorney-In-Fact



CAPITOL INDEMNITY CORPORATION  
POWER OF ATTORNEY

60104988

KNOW ALL MEN BY THESE PRESENTS, That the CAPITOL INDEMNITY CORPORATION, a corporation of the State of Wisconsin, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

WARREN ALTER; DAVID SATINE

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: \$20,000,000.00

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of CAPITOL INDEMNITY CORPORATION at a meeting duly called and held on the 15th day of May, 2002.

"RESOLVED, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the CAPITOL INDEMNITY CORPORATION has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 8th day of January, 2014.

Attest:

*Richard W. Allen III*

Richard W. Allen III  
President  
Surety & Fidelity Operations



CAPITOL INDEMNITY CORPORATION

*Stephen J. Sills*

Stephen J. Sills  
CEO & President

STATE OF WISCONSIN } S.S.:  
COUNTY OF DANE

On the 8th day of January, 2014 before me personally came Stephen J. Sills, to me known, who being by me duly sworn, did depose and say: that he resides in the County of New York, State of New York; that he is President of CAPITOL INDEMNITY CORPORATION, the corporation described herein and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



*Daniel W. Krueger*

Daniel W. Krueger  
Notary Public, Dane Co., WI  
My Commission Is Permanent

STATE OF WISCONSIN } S.S.:  
COUNTY OF DANE

CERTIFICATE

I, the undersigned, duly elected to the office stated below, now the incumbent in CAPITOL INDEMNITY CORPORATION, a Wisconsin Corporation, authorized to make this certificate, DO HEREBY CERTIFY that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore; that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 14th day of January, 2015



*Alan S. Ogilvie*

Alan S. Ogilvie  
Secretary

THIS DOCUMENT IS NOT VALID UNLESS PRINTED ON GRAY SHADED BACKGROUND WITH A RED SERIAL NUMBER IN THE UPPER RIGHT HAND CORNER. IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHENTICITY OF THIS DOCUMENT CALL, 800-475-4450. CIC-POA (Rev. 11-13)