



January 14, 2015

522 W. Mowry Drive  
Homestead, FL 33030

P.O. Box 901543  
Homestead, FL 33090

305-246-0209  
305-248-1982 Fax

Monroe:  
305-451-2927

**COMMERCIAL / RESIDENTIAL**

- REROOFING
- ROOF REPAIRS
- NEW ROOFING
- METAL ROOFING
- WATER PROOFING
- ROOF MAINTENANCE

LICENSED & INSURED

**SERVING  
DADE  
BROWARD  
AND  
FLORIDA KEYS**

CC C057388  
CCC1328538  
H12573

www.bobhilson.com

- Bid Number: PD 1409
- Project Name: City of Key West Police Department Roof Replacement
- Project Location: 1600 N Roosevelt Blvd, Key West, FL
- Bidder's Name: Bob Hilson & Co Inc.
- Bidder's Address: 522 W. Mowry Dr.  
Homestead, FL 33030
- Bidder's Phone #: Office (305) 246-0209  
Fax (305) 248-1982
- Contact Person: Marius "Mick" Cronje CCC1328538  
Email – mick@bobhilson.com

Letter of Explanation –

Bob Hilson & Co is pleased to provide you with this roofing replacement proposal. Upon our evaluation of the scope of work, we determined that the 75 days, as per contact documents is not enough time to complete the work.

The stucco and painting contractor will require approx. 4 – 6 weeks to complete their part of the work, including curing time for the stucco to dry properly prior to painting. Bob Hilson & Co require approx. 4 – 6 weeks to complete the roofing not including the lightning protection work which gets done last. We request 120 days to complete the work. **If this cannot be accommodate then Bob Hilson & Co respectfully withdraws our bid.**

If you need any more information or clarification please contact me at your convenience thru the office or my cell # (786) 357-7047.

Sincerely,

A handwritten signature in black ink that reads "Tibor Torok". The signature is fluid and cursive.

Tibor Torok  
President  
Bob Hilson & Co

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**PART 1**

**BIDDING REQUIREMENTS**

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



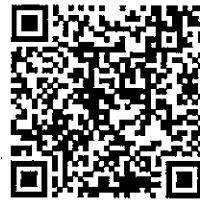
LICENSE NUMBER  
CCC057388

The ROOFING CONTRACTOR  
Named below IS CERTIFIED  
Under the provisions of Chapter 489 FS.  
Expiration date: AUG 31, 2016

TOROK, TIBOR J  
BOB HILSON & COMPANY INC  
522 W MOWRY DR  
HOMESTEAD FL 33030

ISSUED: 07/23/2014      DISPLAY AS REQUIRED BY LAW      SEQ # L1407230001208

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



LICENSE NUMBER  
CCC1328538

The ROOFING CONTRACTOR  
Named below IS CERTIFIED  
Under the provisions of Chapter 489 FS.  
Expiration date: AUG 31, 2016

CRONJE, MARIUS  
BOB HILSON & COMPANY INC  
522 W MOWRY DR  
HOMESTEAD FL 33030

ISSUED: 08/03/2014      DISPLAY AS REQUIRED BY LAW      SEQ # L1408030003101

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: Bob Hilson & Co Inc.  
Contact Name & Telephone #: Mick Cronje (786) 357-7047  
Email Address: mick@bobhilson.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 <sup>120</sup>~~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. 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.

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.



**THE CITY OF KEY WEST**

3140 Flagler Avenue  
Key West, FL 33040

**ADDENDUM NO. 1 – POLICE STATION ROOF REPLACEMENT  
ITB 15-001**

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

**ITB Questions Submitted**

1. We attended the pre bid for this project and intend to bid the work but I'm a little confused by some of the requirements and forms. One of the forms was a Local Vendor Form that states the contractor must be within 30 miles of the boundaries of the city. Did I read that correct? Our branch is in Ft. Lauderdale but not within 30 miles.

**Yes, to receive local vendor preference you must live within 30 miles of Key West.**

2. "The Bidder shall furnish documentation showing that he is in compliance with the licensing requirements of the provisions of Chapter 66 Section 87 of the Code of Ordinances of the City of Key West; within 10 days the following the Notice of Award and must demonstrate that he holds at a minimum, the following licenses & certificates;

A. City of Key West Business Tax License Receipt

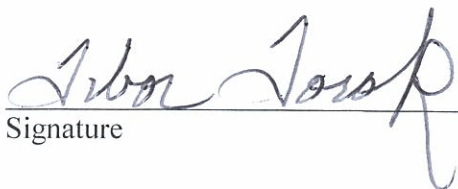
B. A valid Certificate of Competency issued by the Chief Building Official of Key West, Florida."

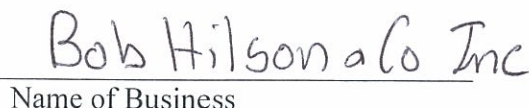
We are a Certified State License Roofing Contractors and our Local Business Tax Receipt is from Miami Dade County. Please clarify if the above requirement applies or only the License Contractor requirement applies.

**Please see the email response from our Licensing department:**

*Since job exceeds 30 days in length, applicant will need to comply with Chapter 66 and obtain local business license – after they win the bid. Please ask contractor to contact my office.*

All Bidders shall acknowledge receipt and acceptance of this Addendum No. 1 by submitting the addendum with their proposal. Proposals submitted without acknowledgement or without this Addendum may be considered non-responsive.

  
Signature

  
Name of Business

**TOTAL LUMP SUM BASE BID:**

I LS \$ 349,912.00/100  
Three Hundred and Forty Nine Thousand,  
Nine Hundred and Twelve Dollars & Zero Cents  
(amount written in words)

**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.**

# APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

To Contractor: **City of Key West Police Station**  
 Police Station  
 1600 N Roosevelt  
 Key West, FL

From Subcontractor:

**Bob Hilson & Co Inc**  
 522 W Mowry Dr  
 Homestead, FL 33030

PROJECT: City of Key West

APPLICATION NO: SOV

Distribution to:  
 OWNER  
 ARCHITECT  
 CONTRACTOR

Period to:

PROJECT NOS: PD1409

CONTRACT FOR: CONTRACT DATE 14th of January 2015

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

1. ORIGINAL CONTRACT SUM \$ 349,912.00
2. Net change by Change Orders \$
3. CONTRACT SUM TO DATE (Line 1 + 2) \$
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$

5. RETAINAGE:
  - a. 10 % of Completed Work (Column D + E on G703) \$
  - b. 10 % of Stored Material (Column F on G703) \$
 Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$

6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) \$
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$
8. CURRENT PAYMENT DUE \$
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

CONTRACTOR:

By: *[Signature]* Date: 1-14-15

State of: FLORIDA County of: *[Signature]* MICHELLE LEE PARKER, MY COMMISSION # FF 008358 EXPIRES: July 28, 2017  
 Subscribed and sworn to before me this Notary Public: *[Signature]*  
 My Commission expires: *[Signature]*

## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED .....\$

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

By: \_\_\_\_\_ Date: \_\_\_\_\_

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.





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

Roofing Removal incl	
replacement incl Flashings	\$ 230,237.00
Sheet metal	\$ 14,911.00

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:

Pedro Falcon Contractors, Inc  
Name  
31160 Ave C Big Pine Key FL 33043  
Street City State Zip

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

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

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

SURETY

The Ohio Casualty Insurance Company whose address is  
62 Maple Ave, Keene, NH, 03431  
Street City State Zip

BIDDER

The name of the Bidder submitting this Proposal is

Bob Hilson & Co doing business at  
522 W. Mowry Dr, Homestead, FL, 33030  
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:

Tibor Tovok  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his (its) hand this \_\_\_\_\_ day of \_\_\_\_\_ 2015.

\_\_\_\_\_  
Signature of Bidder

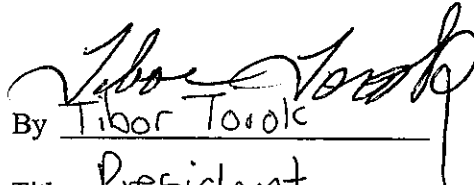
\_\_\_\_\_  
Title

If Corporation

IN WITNESS WHEREOF the undersigned corporation has/ caused this instrument to be executed and its seal affixed by its duly authorized officers this 14 day of January 2015.

(SEAL)

Bob Hilson & Co Inc  
Name of Corporation

  
By Tibor Toole  
Title President  
Attest \_\_\_\_\_  
Secretary

EXPERIENCE OF BIDDER

The Bidder states that he is an experienced CONTRACTOR and has completed similar projects within the last 5 years.

(List similar projects, with types, names of OWNERS, construction costs, ENGINEERS, and references with phone numbers. Use additional sheets if necessary.)

see attach

\*\*\*\*\*



522 W. Mowry Drive  
Homestead, FL 33030

P.O. Box 901543  
Homestead, FL 33090

305-246-0209  
305-248-1982 Fax

Monroe:  
305-451-2927

#### COMMERCIAL / RESIDENTIAL

- REROOFING
- ROOF REPAIRS
- NEW ROOFING
- METAL ROOFING
- WATER PROOFING
- ROOF MAINTENANCE

#### LICENSED & INSURED

SERVING  
DADE  
BROWARD  
AND  
FLORIDA KEYS

CC C057388  
CCC1328538  
H12573

[www.bobhilson.com](http://www.bobhilson.com)

January 13, 2015

To Whom it May Concern:  
The following is a list of similar projects -

- 1) Winn Dixie  
South Miami, FL  
Tampa Roofing, Attn: Keith Swope, Phone# (813) 238-6430  
300sq of Shingle ply roofing with Insulation over metal deck.  
Job Cost: \$287,755.00  
100% complete.  
Date of completion: May 2014
- 2) Marathon Detention Center  
Marathon, FL  
Monroe County Public Works, Attn: Robert Stone, Phone # (305) 289-6077  
75sq of Shingle ply roofing with Insulation over metal deck  
Job Cost: 91,581.00  
100% complete  
Date of Completion: March 2014
- 3) Krome Detention Center  
Homestead, FL  
CAS Engineering, Attn: Gustavo Alouzo, Phone # (305) 262-5151 ext. 207  
Various buildings total 422sq of Shingle Ply roofing with insulation over metal and concrete decks.  
Job Cost: \$353,519.00  
100% complete.  
Date of Completion: November 2014
- 4) Naval Air Station, Key West  
Key West, FL  
Hitt Contractors, Attn: Nate Engle, Phone # (843) 308-9400  
Various Buildings total 3,900sqft of Built up modified over metal, wood and concrete deck.  
Job Cost: \$122,000.00  
100% complete.  
Date of completion: January 2014
- 5) Homestead Air Force Reserve Base-Multiple Re-Roofs 9 Buildings  
GC William Rahrig CDM 561-689-3336  
MSgt Patricia Biederman Contract Specialist  
482 CONF/LGC  
Homestead ARB, Florida  
305-224-7053  
Single Ply Fully adhered-Modified Bitumen over insulation  
Job Cost: \$621,434.00  
Date Completed: 2009

If you need any more information or clarification please contact me at your convenience thru the office or my cell. phone (786) 357-7047.

Sincerely,

Marius "Mick" Cronje  
Estimator and Project Manager





MATSON-CHARLTON  
SURETY GROUP

Bid Date: 1/14/15

Dear Client,

The attached bid bond has been approved in the amount of \$ 350,000 —.

The Surety has requested that:

1. This is the approved amount.  
*Should the bid exceed the approved amount you will need to call or e-mail us in order to obtain re-authorization of the new amount.  
Please allow sufficient time for re-authorization.*

OR

2. This is the maximum amount that you may bid.

Please report Bid Results upon receipt.

Thank you.

---

**MATSON-CHARLTON SURETY GROUP**

700 South Dixie Highway, Suite 100 • Coral Gables, FL 33146

Phone: 305.662.3852 • Fax: 305.661.9948

NASBP Member



**FLORIDA BID BOND**

**BOND NO.** N/A - BID BOND

**AMOUNT:** \$ 5% OF THE AMOUNT BID

**KNOW ALL MEN BY THESE PRESENTS, that** BOB HILSON & COMPANY, INC.

522 WEST MOWRY DRIVE, HOMESTEAD, FL 33030

hereinafter called the **PRINCIPAL**, and THE OHIO CASUALTY INSURANCE COMPANY

a corporation duly organized under the laws of the State of NEW HAMPSHIRE

having its principal place of business at 62 MAPLE AVE, KEENE, NH 03431

in the State of NEW HAMPSHIRE

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

THE CITY OF KEY WEST - Office of the City Clerk, 3126 FLAGLER ST, KEY WEST, FL 33040

hereinafter called the **OBLIGEE**, in the sum of FIVE PERCENT OF THE 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 the Police Station Roof Replacement, 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 CITY), equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Proposal and the detailed Specifications, entitled:

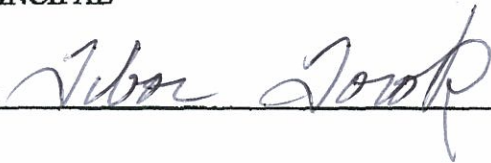
**POLICE STATION ROOF REPLACEMENT / PD 1409**

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.

BOB HILSON & COMPANY, INC.  
PRINCIPAL

By 

STATE OF FLORIDA )  
: SS  
COUNTY OF MIAMI-DADE )

THE OHIO CASUALTY INSURANCE COMPANY  
SURETY

By 

*D.W. MATSON III, Attorney-in-Fact* 23

PD 1409

**KWPD ROOF REPLACEMENT  
BID BOND**



**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6522898

American Fire and Casualty Company  
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company  
West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, D. W. Matson, III; John W. Charlton

all of the city of Coral Gables, state of FL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 9th day of April, 2014.



American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 9th day of April, 2014, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Notarial Seal  
Teresa Pastella, Notary Public  
Plymouth Twp., Montgomery County  
My Commission Expires March 28, 2017  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS** – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 14th day of JANUARY, 2015.



By: Gregory W. Davenport  
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



**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: Tibor Torok President of Bob Hilson & Co, Inc

*Tibor Torok*  
Tibor Torok President

Sworn and subscribed before me this 14 day of January, 2015.

NOTARY PUBLIC, State of Florida at Large

*Michelle Lee Parker*

My Commission Expires:



MICHELLE LEE PARKER  
MY COMMISSION # FF 008358  
EXPIRES: July 28, 2017  
Bonded Thru Budget Notary Services

\*\*\*\*\*

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 City of Key West  
Police Station Roof replacement

2. This sworn statement is submitted by Bob Hilson & Co Inc  
(Name of entity submitting sworn statement)

whose business address is 522 W. Mowry Dr  
Home Steel, FL, 33030

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-1894854

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

3. My name is TIBON TOROK  
(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.)

Tibor Turok  
(Signature)  
01/14/15  
(Date)

STATE OF Florida

COUNTY OF miami-dade

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

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

Signature in the space provided above on this 14 day of January, 2015.

My commission expires:

Michelle Lee Parker  
NOTARY PUBLIC



MICHELLE LEE PARKER  
MY COMMISSION # FF 008358  
EXPIRES: July 28, 2017  
Bonded Thru Budget Notary Services

INDEMNIFICATION

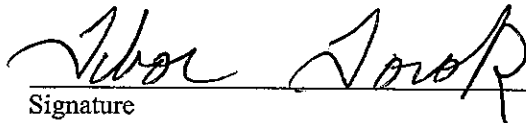
To the fullest extent permitted by law, the CONTRACTOR expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents, and employees (herein called the "indemnitees") from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's 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: Bols Hilson a Co

SEAL:

522 W. Mowry Dr, Homestead, FL, 33030  
Address

  
Signature

Tibor Torok  
Print Name

President  
Title

DATE: 01/14/15



**LOCAL VENDOR CERTIFICATION PURSUANT TO CKW ORDINANCE 09-22 SECTION 2-798**

The undersigned, as a duly authorized representative of the vendor listed herein, certifies to the best of his/her knowledge and belief, that the vendor meets the definition of a "Local Business." For purposes of this section, "local business" shall mean a business which:

- a. Principle address as registered with the FL Department of State located within 30 miles of the boundaries of the city, listed with the chief licensing official as having a business tax receipt with its principle address within 30 miles of the boundaries of the city for at least one year immediately prior to the issuance of the solicitation.
- b. Maintains a workforce of at least 50 percent of its employees from the city or within 30 miles of its boundaries.
- c. Having paid all current license taxes and any other fees due the city at least 24 hours prior to the publication of the call for bids or request for proposals.
  - Not a local vendor pursuant to Ordinance 09-22 Section 2-798
  - Qualifies as a local vendor pursuant to Ordinance 09-22 Section 2-798

If you qualify, please complete the following in support of the self-certification & submit copies of your County and City business licenses. Failure to provide the information requested will result in denial of certification as a local business.

Business Name \_\_\_\_\_ Phone: \_\_\_\_\_

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

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

Signature of Authorized Representative \_\_\_\_\_ Date: \_\_\_\_\_

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

By \_\_\_\_\_, of \_\_\_\_\_  
(Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)

or has produced identification \_\_\_\_\_ as identification  
(Type of identification)

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

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

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

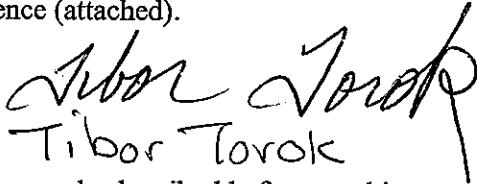
Return Completed form with  
Supporting documents to:  
City of Key West Purchasing



**CONE OF SILENCE AFFIDAVIT**

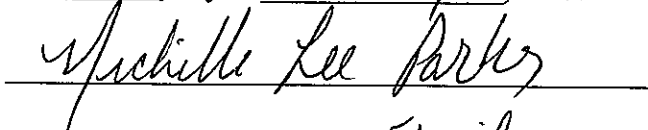
STATE OF Florida )  
 : SS  
COUNTY OF Miami-Dade )

I the undersigned hereby duly sworn depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of Bob Hilson LLC, 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).

  
Tibor Torok

Sworn and subscribed before me this

14 Day of January, 2015.



NOTARY PUBLIC, State of Florida at Large

My Commission Expires: 7-28-15<sup>(1)</sup>



## 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 and attached Schedule of Values [✓]
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, if successful, able to obtain and/or demonstrate possession of required licenses and certificates within (10) ten calendar days after receiving a Notice of Award. [✓]
11. BID submitted intact with the volume entitled "Bidding Requirements" and "Contract Forms", 1 original, and 2 flash drives as stated in the invitation to bid. [✓]
12. Bid Documents submitted in sealed envelope and addressed and labeled in conformance with the instructions in the Invitation to Bid. [✓]

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**PART 2**

**CONTRACT FORMS**

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CONTRACT

This Contract, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2015,

by and between the City of Key West, hereinafter called the "Owner", and \_\_\_\_\_

Bob Hilborn & Co

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 ITB #15-001 POLICE STATION ROOF REPLACEMENT PD 1409, Key West, Florida to the extent of the Proposal made by the Contractor, dated the \_\_\_\_\_ day of 2015, all in full compliance with the Contract Documents referred to herein.

The CONTRACT DOCUMENTS, including the signed copy of the PROPOSAL, CONTRACT FORMS, PERFORMANCE & PAYMENT BONDS, SUMMARY OF WORK, DRAWINGS, SPECIFICATIONS, GENERAL CONDITIONS OF THE CONTRACT & SUPPLEMENTARY CONDITIONS.

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 <sup>ONE hundred 120</sup> ~~seventy five (75)~~ days and to accept as full payment hereunder the amounts computed as determined by the Contract Documents and based on the said BID.

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 BID, 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 at a rate of \$1,000.00 per day. Sundays and legal holidays shall be included in determining days in default.

This contract will automatically expire upon completion of the project. Contractors warranty obligations remain in effect.

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

\_\_\_\_\_ Day of \_\_\_\_\_, A.D., 2015.

CITY OF KEY WEST

By \_\_\_\_\_

Title \_\_\_\_\_

CONTRACTOR

By       Ivan Jacob      

Title       PRESIDENT      

\* \* \* \* \*

**FLORDIA PERFORMANCE BOND**

BOND NO. \_\_\_\_\_

AMOUNT: \$ \_\_\_\_\_

**KNOW ALL MEN BY THESE PRESENTS**, that in accordance with Florida Statutes Section 255.05 \_\_\_\_\_

with offices at \_\_\_\_\_

hereinafter called the CONTRACTOR (Principal), and

\_\_\_\_\_

with offices at \_\_\_\_\_

a corporation duly organized and existing under and by virtue of the laws of the State of Florida, hereinafter called the SURETY, and authorized to transact business within the State of Florida, as SURETY, are held and firmly bound unto the **CITY OF KEY WEST**, hereinafter called the CITY (Obligee), in the sum of:

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_), 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 \_\_\_\_\_, 2015, 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 scope of work 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 \_\_\_\_\_, 2015, 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**

By: \_\_\_\_\_

(SEAL)

ATTEST

**SURETY**

By: \_\_\_\_\_

(SEAL)

ATTEST

**FLORIDA PAYMENT BOND**

BOND NO. \_\_\_\_\_

AMOUNT: \$ \_\_\_\_\_

**KNOW ALL MEN BY THESE PRESENTS**, that in accordance with Florida Statutes Section 255.05, \_\_\_\_\_

with offices at \_\_\_\_\_ hereinafter called the CONTRACTOR, (Principal), and \_\_\_\_\_

with offices at \_\_\_\_\_

a corporation duly organized and existing under and by virtue of the laws of the State of \_\_\_\_\_

\_\_\_\_\_, 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, hereinafter called the City (Obligee), in the sum of:

\_\_\_\_\_ DOLLARS( \_\_\_\_\_), 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

**ITB #15-001 POLICE STATION ROOF REPLACEMENT PD 1409** attached hereto, with

the CITY, dated \_\_\_\_\_

\_\_\_\_\_, 2015, 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 Scope of work 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 is 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 \_\_\_\_\_ day of \_\_\_\_\_, 2015, 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**

By: \_\_\_\_\_

(SEAL)

ATTEST

**SURETY**

By: \_\_\_\_\_

(SEAL)

ATTEST