



THE CITY OF KEY WEST
3140 Flagler St,
Key West, FL 33040

ADDENDUM #1
Fire Station #2
Invitation to Bid: 13-014
July 2, 2013

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 amended in accordance with the following items:

- Attached to this coversheet is Addendum #1, dated July 2, 2013 which changes the bid due date to **July 24, 2013**, includes the sign-in sheet for the mandatory pre-bid site visit, and includes updated versions of the General and Supplementary Conditions and an updated version of the Instructions to Bidders.

All Bidders shall acknowledge receipt and acceptance of this Addendum No. 1 by acknowledging Addendum No. 1 in their proposal or by submitting the signed Addendum No. 1 with the bid package. Bids submitted without acknowledgement or without this Addendum may be considered non-responsive.

Signature

Name Of Business

ADDENDUM #1
Fire Station #2 – Project# GN1204
Invitation to Bid: ITB 13-014
July 2, 2013

This Addendum is issued as supplemental information to the bid package for clarification, correction, and additional information that will be of use to bidders.

The referenced bid package is amended as follows:

1. The Bids Due Date and Time are hereby changed to **3:00pm on July 24, 2013**.
2. Note the attached sign-in sheet (4 pages) listing confirmed attendees of the mandatory pre-bid site visit including transcribed contact information. If there is any error in this transcription, please notify the City Purchasing Agent or the City Project Manager of the requested correction(s).
3. The attached Instructions to Bidders shall replace the originally published section (9 pages).
4. The attached General Conditions shall replace the originally published “Draft” General Conditions (39 pages).
5. The attached Supplementary Conditions shall replace the originally published Supplementary Conditions (4 pages).

Note that Addendum #2 is currently being prepared and will be published by July 8, 2013. This second Addendum will attempt to answer all questions received to date in a “Q & A” format, for example (except from Addendum #2):

Q Is the Contractor to dispose of existing trees/vegetation or relocate for Owner?

A Addendum #2 will include an updated schedule depicting the disposition of all existing trees. Roughly two-thirds of the existing trees will be relocated by City personnel in advance of construction/demolition. The City has applied for the necessary permit for all tree removals and said removals will be coordinated with the City’s Urban Forester, Karen DeMaria who can be reached at 305-809-3768.

Q Does this Contract require Performance and Payment Bonds?

A Yes. Both are required.

NAME	ORGANIZATION	PHONE	EMAIL
Terrence Justice	City of Key West	Mob: 305-304-4799 Ofc: 305-809-3943	tjustice@keywestcity.com
Anthony D Sarno	mmb / kcm	305.292.7722	ASARNO@MBI-KCM.COM
Dwight Devore	Nearshore Electric	305-294-3991	dwrightnearshore@bellsouth.net
Tom Casey	GARY THE CARPENTER	305-292-0261	GARYTHECARPENTER@HOTMAIL.COM
MIKE Smith	FLORIDA KEYS ELECT., INC	305-296-4028	msmith@flkeys electric.com
AL CANALES	MVP CONTRACTORS, INC.	(954)974-3262	al@mvpcontractorsinc.com
PAUL DAVISSON	Royal Concrete Concepts	561-689-5395	PDAVISSON@ROYALCONCRETECONCEPTS.COM
Kenn Dunn	Punta Gorda CM	941-639-0071	kdunn@PGCM.net
Vincent Alameda	Allied General	305-797-8673	Valueda@att.net
Sean McCoy	CH2M Hill	305-294-6445	Sean.McCoy@CH2M.COM
Tom Jenkins	Baltimore Construction	727-368-0937	TJenkins@Baltimoreconstruction.com
Robert Blanchard	D.L. Porter Constructors	941-929-9400	MWhite@dlporter.com
Paul R Waters	Douglas N. Higgins	305-797-1019	dnhigginskeywest@aol.com
Moises Biadui	E.L.C.I.	305-345-5301	Moises@ELCIConstruction.com
Gary Birchfield	Gary The Carpenter	305 797 7778	gary the carpenter@hotmail.com
Doug Bradshaw	City of KW	305-809-3792	dbradsha@keywestcity.com
Frank McManis	Billha Const.	239-451-0525	frank@concretebillha.com

NAME	ORGANIZATION	PHONE	EMAIL
Pablo Arcia	ABC Const.	305-663-0322 305-267-2403	kmelo@abccconstruction.cc
Vince Almeda	Allied General	305-797-8673	valmeda@att.net
Fred McKenna	Bella Construction	239-451-0525	fred@concretebella.com
Tony Jenkins	Biltmore Construction	727-368-0937	tjenkins@biltmoreconstruction.com
Buddy Montgomery	Burke Construction	305-468-6604	mfernandez@bcgconstruction.net
Sean McCoy	CH2M Hill	305-294-1645	sean.mccoy@ch2m.com
Terrence Justice	City of Key West	Mob: 305-304-4799 Ofc: 305-809-3943	tjustice@keywestcity.com
Doug Bradshaw	City of Key West	305-809-3792	dbradsha@keywestcity.com
Robert Blanchard	D.L. Porter Constructors	941-929-9400	mwhite@dlporter.com
Paul R. Waters	Douglas N. Higgins	305-797-1019	dnhigginskeywest@aol.com
Moises Biadui	E.L.C.I.	305-345-5301	moises@elciconstruction.com
Ed Braswell	EG Braswell	305-797-0005	ed@egbraswell.com
Mike Smith	Florida Keys Electric	305-296-4028	msmith@flkeyselectric.com
Tom Casey	Gary the Carpenter, Inc.	305-292-0261	garythecarpenter@hotmail.com
Gary Burchfield	Gary the Carpenter, Inc.	305-797-7778	garythecarpenter@hotmail.com
Michael Jacquin	Jacquin & Sons Construction	772-465-2475	Michael.Jacquin@pjsi.com

INSTRUCTIONS TO BIDDERS

1. CONTRACT DOCUMENTS

FORMAT

The Contract Documents are divided into parts, divisions, and sections for convenient organization and reference. Generally, there has been no attempt to divide the Specification sections into work performed by the various building trades, work by separate subcontractors, or work required for separate facilities in the project.

The intent of the Documents is to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any work, materials, or equipment that may reasonably be inferred from the Contract Documents, as being required to produce the intended result shall be supplied whether or not specifically called for.

DOCUMENT INTERPRETATION

The separate sections contained within these Contract Documents are intended to be mutually cooperative and to provide all details reasonably required for the execution of the proposed work.

Should there be any doubt as to the meaning or intent of said Contract Documents, the Bidder should request of the Project Manager, in writing, at least ten (10) calendar days prior to the Bid opening, an interpretation thereof. Any interpretation or change in said Contract Documents will be made only in writing, in the form of addenda to the Documents which will be furnished through DemandStar to all registered holders of the Contract Documents. Bidders shall submit with their Bids, or indicate receipt of, all Addenda. The Owner will not be responsible for any other explanation or interpretations of said Documents.

2. DESCRIPTION OF THE PROJECT

The work to be completed for this project can be found in Section 4. The Bidder will be required to complete all work as specified.

3. QUALIFICATION OF CONTRACTORS

Bidders must hold all licenses, certifications, registrations or competency cards required by Florida Statute and local ordinances in order to perform the work specified herein.

4. BIDDER'S UNDERSTANDING

Each Bidder must inform him/herself of the conditions relating to the execution of the work, and it is required that he/she will inspect the site(s) and make himself/herself thoroughly familiar with the Bid Documents. Failure to do so will not relieve the successful Bidder of his/her obligation to enter into a Contract and complete the contemplated work in strict accordance with the Bid Documents. It shall be the Bidder's obligation to verify for himself and to his complete satisfaction all information concerning site and construction or worksite conditions.

The Owner will make available to prospective Bidders upon request and at the office of the Project Manager, prior to Bid opening, any information that he/she may have as to conditions at the worksites.

Investigations conducted by the Project Manager of any locations were made for the purpose of study and design, and the Project Manager assumes no responsibility whatever in respect to the sufficiency or accuracy of data or other investigations that have been made, or of the interpretations made thereof, and there is no warranty or guaranty, either express or implied, that the conditions indicated by such investigations are representative of those existing throughout such area, or any part thereof, or that unforeseen developments may not occur.

Copies of any existing documents regarding the work sites can be viewed at the City offices of Engineering, 3140 Flagler Ave, and any that are made available shall not be considered a part of the Contract Documents, said documents are made available only for the convenience of the Bidders.

Information derived from Drawings showing location of utilities and structures will not in any way relieve the contractor from any risk, or from properly examining the site and making such additional investigations as he/she may elect, or from properly fulfilling all the terms of the Contract Documents.

Each Bidder shall inform him/herself of, and the Bidder awarded a Contract shall comply with, federal, state, and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, applicable regulations concerning minimum wage rates, nondiscrimination in the employment of labor, protection of public and employee safety and health, environmental protection, the protection of natural resources, fire protection, burning and non-burning requirements, permits, fees, and similar subjects. Performance and Payment Bonds are required as part of this contract.

5. TYPE OF BID

A. LUMP SUM

The Bid for the work is to be submitted on a LUMP SUM basis. LUMP SUM prices shall be broken down on a unit price basis for each part of the project in the Bid and a Schedule of Values shall be included with the Bid. The total amount to be paid the Contractor shall be the amount of the Lump Sum Bid as adjusted for additions or deletions in number of units and/or resulting from Owner authorized changes in the project or by actual number of units used in construction. The owner reserves the right to enter into a contract for all or portions of the project and to adjust the final Lump Sum accordingly.

B. PREPARATION OF BIDS

GENERAL

All blank spaces in the Bid form must be filled in, as required, in BLACK INK or TYPED. All price information will be shown in both words and figures where required. No changes shall be made in the phraseology of the forms. Written amounts shall govern in case of discrepancy between amounts stated in writing and the amounts stated in figures.

Any Bid shall be deemed informal, which contains omissions, erasures, alterations, or additions of any kind, or prices uncalled for, or in which any of the prices are obviously unbalanced, or which in any manner shall fail to conform to the conditions of the published ITB.

Bidders shall not submit unbalanced Bids as requested in the breakdown of Bids.

Only one (1) Bid from any individual, firm, partnership, or corporation under the same or different names, will be considered. Should it appear to the Owner that any Bidder is interested in more than one (1) Bid for work contemplated, all Bids in which such Bidder is interested will be rejected.

SIGNATURE

The Bidder shall sign his/her Bid in the blank space provided therefore. If Bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers authorized to sign Contracts on behalf of the corporation. If the Bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign Contracts on behalf of the partnership. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a notarized power of attorney must be on file with the Owner prior to opening of

Bids or submitted with the Bid, otherwise the Bid will be regarded as not properly authorized.

SPECIAL BIDDING REQUIREMENTS

The Bidder's attention is brought to the hiring practices and licenses and permits of the City of Key West. These are defined in the addition to Article 39, CODES, ORDINANCES, PERMITS, and LICENSES.

ATTACHMENTS

Bidder shall complete and submit the following forms with his Bid or as otherwise identified in the Bid document:

- Bid Form including detail schedule of values,
- Sworn statement under section 287.133(3)(a) Florida Statutes, on public entity crimes,
- Anti-Kickback Affidavit
- Local Vendor Certification
- Equal Benefits for Domestic Partner Affidavit
- At least three (3) years of current or recent projects of similar work shall be provided (dates of works and contacts shall be included),
- A description of any previous or existing legal action against the Bidder within the past three (3) years. If none, Bidder shall state this fact in writing.
- All Bidders shall include with their Bid package their complete Bid on two flash drives with a single PDF format file of the bid on each flash drive. (two flash drives are required with the Bid)

Note: if any of the items above or as required in other parts of the document are not included in the Bid, the Bid will be considered nonresponsive and therefore will be rejected unless City Commission directs otherwise.

7. STATE AND LOCAL SALES AND USE TAX

The Owner is exempt from state sales tax on materials incorporated into the work due to the qualification of the work under this Contract, the Contractor, as required by the laws and statutes of the state and its political subdivisions shall pay all state and local sales and use taxes unless stated differently in these documents. Prices quoted in the Bid shall include all nonexempt sales and use taxes, unless provision is made in the Bid form to separately itemize the tax.

8. SUBMISSION OF BIDS

All Bids must be submitted not later than the time prescribed, at the place, and in the manner set forth in the ITB. Bids must be made on the Bid forms provided herewith.

Each Bid must be submitted in two sealed envelopes, one within the other, so marked as to indicate the Bidder's name and its contents without being opened, and addressed in conformance with the instructions in the ITB. One original, one copy, and 2 flash drives are required.

9. MODIFICATIONS OR WITHDRAWAL OF BIDS

Prior to the time and date designated for receipt of Bids, any Bid submitted may be modified or withdrawn by notice to the party receiving Bids at the place designated for the receipt of Bids. Such notice shall be in writing over the signature of the Bidder or by telephone, fax, or email. If by telephone, fax, or email, written confirmation over the signature of the Bidder shall be mailed and postmarked on or before the date and time set for receipt of Bids, and it shall be so worded as not to reveal the amount of the original Bid. No Bid may be withdrawn after the time scheduled for the opening of Bids, unless the time specified in paragraph 12, AWARD OF CONTRACT, in these Instructions to Bidders shall have elapsed.

10. BID SECURITY

The Attorney-in-Fact who executes this bond in behalf of the Surety must attach a notarized copy of his/her power-of-attorney as evidence of his/her authority to bind the certification by a resident agent shall also be provided.

Bid or BID security shall be by cash, by certified or cashier's check, by a Bid bond or an irrevocable letter of credit made payable to the city and provided by a surety company authorized to do business as a surety in the state.

11. RETURN OF BID SECURITY

Within fifteen (15) days after the award of the Contract or at the discretion of the Project Manager, the Owner will return the Bid securities to all Bidders whose Bids are not to be further considered in awarding the Contract. Retained Bid securities will be held until the Contract has been finally executed, after which all Bid securities, other than Bidder's Bonds and any guarantees which have been forfeited, will be returned to the respective Bidders whose Bids they accompanied.

12. AWARD OF CONTRACT

Within sixty (60) calendar days after the opening of the Bids, the Owner will accept one of the Bids or will act in accordance with the following paragraphs. The acceptance of the Bid will be by written notice of award, mailed to the office designated in the Bid, or delivered to the Bidder's representative. In the event of failure of the lowest, responsive, qualified Bidder to sign the Contract and provide acceptable insurance certificate(s), the Owner may award the Contract to the next lowest, responsive, qualified Bidder. Such award, if made, will be made within sixty (60) days after the opening of the Bids.

Bid Award will be the date of the Notice of Award letter. Any permit and/or license requirement and subsequent costs are located within the documents. The successful Bidder must also be able to satisfy the City Attorney as to such insurance coverage and legal requirements as may be demanded by the Bid in question. The Owner reserves the right to reject any and/or all Bids because of irregularities or due to budgetary considerations, to waive irregularities or informalities in any or all Bids, and to accept any Bid that the CITY OF KEY WEST deems to be in the best interest of the Owner.

13. BASIS OF AWARD

The Owner on the basis of that Base Bid will make the award from the lowest, responsive, qualified Bidder that in the Owner's sole and absolute judgment will serve the best interests of the Owner.

If at the time this Contract is to be awarded, the total of the lowest acceptable Base Bid exceeds the funds then estimated by the Owner as available, the Owner may reject all Bids or take such other action as best serves the Owner's interest.

14. EXECUTION OF CONTRACT

The successful Bidder shall, within 14 calendar days after receiving notice of award, sign and deliver to the Owner the Contract together with the acceptable insurance certificates as required in these Documents. Within 14 calendar days after receiving the signed Contract, with acceptable insurance from the successful Bidder, the Owner's authorized agent will sign the Contract. Signature by both parties constitutes execution of the Contract.

15. FAILURE TO EXECUTE CONTRACT AND FURNISH BONDS

The Bidder who has a contract awarded to him/her and who fails to promptly and properly execute the contract shall forfeit the Bid security that accompanied his Bid, and the Bid security shall be retained as liquidated damages by the Owner, and it is agreed that said sum is a fair estimate of the amount of the damages the

Owner will sustain in case the Bidder fails to enter into a Contract or furnish the required bonds. Bid security deposited in the form of cash, a certified check, or cashier's check shall be subject to the same requirements as a Bid Bond. Performance and Payment Bonds in an amount equal to 100% of contract value will be required as part of this contract.

16. PERFORMANCE OF WORK BY CONTRACTOR

The Contractor shall perform on site and with his/her own organization, labor equivalent to at least forty (40) percent of the total amount of the work to be performed under this Contract. If, during the progress of the work hereunder, the Contractor requests a reduction of such percentage, and the Project Manager determines that it would be to the client's advantage, the percentage of labor to be performed by the Contractor's own organization may be reduced; provided prior written approval of such reduction is obtained by the Contractor from the Project Manager.

17. TIME OF COMPLETION

The Bidder further agrees to begin work within twenty (20) calendar days after the date of the Notice to Proceed and to complete the construction of all items in the lump sum base Bid, in all respects, for this particular project, within THREE-HUNDRED SIXTY-FIVE (365) calendar days after the date of the Notice to Proceed complete the project.

18. PAYMENT TERMS

The Contractor will bill the City on a monthly basis. Terms of payment will be a maximum of 45 days from receipt of invoice. The Contractor may bill the City on a more frequent basis if agreed upon by the Project Manager. The Contractor may also bill the City for materials on site once proof of delivery and storage is provided.

19. LICENSES, PERMITS, AND FEES

The Contractor is responsible for identifying, obtaining and paying for all licenses and permits from Federal, State, and Local agencies required to perform the work as stated in the sections of this Bid document. The licenses, permits, and fees that are required by the City of Key West are listed in Part 1: City of Key West Licenses, Permits, and Fees. The Contractor shall verify the list with the appropriate City of Key West Departments.

20. BASE BID AND BID ALTERNATES

The Bidder will submit a **base bid** using the following criteria:

1. Supply and install using the door schedule provided on Drawing A6.1.1.
2. Supply, construct, and install four-fold hydraulic bay doors as depicted on Drawings and described in Specification section 00 08 35.
3. Paving plan as described on Drawing L4.0 "Paving Material Schedule - Base Bid."
4. Waterproofing of the precast concrete gutter system using the specified low-modulus urethane and Sher-crete waterproofing system.

The bidder will provide cost adjustments for "**Bid Alternate**" items as follows:

1. **Cost adjustment** to supply, construct, and install using the modified door schedule provided Plans & Specifications Attachment A **in lieu of** the door schedule provided on provided on Drawing A6.1.1.
2. **Cost adjustment** to supply and install three (3) each Roll-up Bay doors as specified in Attachment B and **in lieu of** the Four-fold hydraulic bay doors described in Specifications section 00 08 35 and depicted in Drawings.
3. **Cost adjustments** for Paving Plan as delineated on Drawing L4.0
 - a. Paving Material Schedule - Alternate#1.
 - b. Paving Material Schedule - Alternate #2.
4. **Cost adjustment** to utilize Kemper System Kemperol V210 waterproofing liner for pre-cast concrete gutters **in lieu of** specified urethane and Sher-crete waterproofing system. (See Plans and Specifications Attachment C.)
5. Each **Cost adjustment** shall be represented as a negative number for a **cost reduction** and a positive number for a **cost increase**.

21. CONSTRUCTION ALLOWANCE

The Construction Allowance included in the award amount is specifically to cover Field Change Directives that do not constitute a change in scope for the project.

CITY OF KEY WEST LICENSES, PERMITS, AND FEES

Pursuant to the Public Bid Disclosure Act, each license, permit, or fee a Contractor will have to pay the City of Key West before or during construction or the percentage method or unit method of all licenses, permits, and fees REQUIRED BY THE CITY OF KEY WEST and payable to the City by virtue of this construction as part of the Contract is as follows:

- Key West, Business Tax Receipt – Fees dependant on square footage leased and range from \$115.00 to \$800.00 per year.
- Building Contractors License
- Building/Demolition Permit(s)

Note: Contractor shall verify each license, permit, or fee before submitting the Bid.

LICENSES, PERMITS, AND FEES THAT MAY BE REQUIRED BY THE STATE OF FLORIDA, STATE AGENCIES, OR BY OTHER LOCAL GOVERNMENTAL ENTITIES ARE NOT INCLUDED IN THE ABOVE LIST.

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SUPPLEMENTARY CONDITIONS

REVISIONS AND ADDITIONS TO THE GENERAL CONDITIONS

The General Conditions are hereby revised as follows:

ALL ARTICLES "ENGINEER" or "ARCHITECT"

Add the following:

Wherever in these Documents the word "Engineer" or the word "Architect" appears, it shall be understood to mean the Owner's representative overseeing the project for the City.

ARTICLE 3.18 INDEMNIFICATION

Replace Paragraph 3.18.1 with the following:

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.

Replace Paragraph 3.18.2 with the following:

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.

ARTICLE 11 – INSURANCE AND BONDS

Revise Paragraph 11.1.4 to read: The **Owner** shall require the **Contractor** to include the **Owner** as Additional Insured on the Contractor's Liability Insurance coverage under Paragraph 11.1.

Revise Paragraph 11.3.1 to read: The **Contractor** shall purchase and maintain at **Contractor's** expense, Builder's Risk "all risk" insurance as will protect **Owner** against claims which may arise from operations under the Contract Documents. This policy shall have a minimum limit in an amount of the full value of the entire Project being constructed at the site on a replacement cost basis without any optional deductibles.

Delete Paragraph 11.3.1.2 in its entirety.

Revise Paragraph 11.3.1.3 to read: If the property insurance requires deductibles, the **Contractor** shall bear any costs not covered because of such deductibles.

ARTICLE 14 – TERMINATION OR SUSPENSION OF THE CONTRACT

Revise Paragraph 14.4.3 to read: In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed and costs incurred by reason of such termination.

ARTICLE 9.3 – APPLICATIONS FOR PAYMENT

Add the following subarticle:

9.3.4 A deduction and retainage of ten percent will be made on all progress payments to include work completed and material stored.

ARTICLE 9.8 – SUBSTANTIAL COMPLETION

Revise Paragraph 9.8.5 to read: The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance, the Owner shall make final progress payment, subject to 10% deductive retainage, applying to such Substantially Completed Work. Should the Owner determine that there remains Work that is incomplete or not in accordance with the requirements of the Contract Documents, a Certificate of Substantial Completion will not be accepted.

ARTICLE 9.10 – FINAL COMPLETION AND FINAL PAYMENT

“Final payment” wherever it appears in this article shall be understood to mean disbursement of the accrued retainage on all work completed, the disbursement of which shall be subject to all conditions contained in this article.

ARTICLE 11 INSURANCE AND LIABILITY

The Contractor shall maintain limits no less than those stated below:

CONTRACTOR is to secure, pay for, and file with the City of Key West, prior to commencing any work under the Contract, all certificates for Workers' Compensation, Public Liability, and Property Damage Liability Insurance and such other insurance coverages as may be required by specifications and addenda thereto, in at least the following minimum amounts with specification amounts to prevail if greater than minimum amounts indicated. Notwithstanding any other provision of the Contract, the **CONTRACTOR** shall provide the minimum limits of liability insurance coverages as follows:

Auto Liability	\$1,000,000	Combined Single Limit
General Liability	\$2,000,000	Aggregate (Per Project)
	\$2,000,000	Products Aggregate
	\$1,000,000	Any One Occurrence
	\$1,000,000	Personal Injury
	\$ 300,000	Fire Damage/Legal
Additional Umbrella Liability	\$3,000,000	Occurrence/Aggregate

CONTRACTOR shall furnish an original Certificate of Insurance indicating, and such policy providing coverage to, City of Key West named as "Additional Insured" on **PRIMARY** and **NON CONTRIBUTORY** basis utilizing an ISO standard endorsement at **least as broad as CG 2010 (11/85) or its Equivalent, (COMBINATION OF CG 20 10 07 04 and CG 20 37 07 04, providing coverage for completed operations is acceptable)** INCLUDING A "**Waiver of Subrogation**" clause in favor of City of Key West on all policies. **CONTRACTOR** will maintain the General Liability and Umbrella Liability insurance coverages summarized above with coverage continuing in full force including the "additional insured" endorsement until at least 3 years beyond completion and delivery of the work contracted herein.

Notwithstanding any other provision of the Contract, the **CONTRACTOR** shall maintain complete Workers' Compensation coverage for each and every employee, principal, officer, representative, or agent of the **CONTRACTOR** who is performing any labor, services, or material under the Contract. Further, **CONTRACTOR** shall additionally maintain the following minimum limits of coverage:

Bodily Injury Each Accident	\$1,000,000
Bodily Injury by Disease Each Employee	\$1,000,000
Bodily Injury by Disease Policy Limit	\$1,000,000

If the work is being done on or near a navigable waterway, **CONTRACTOR's** Workers' Compensation policy shall be endorsed to provide **USL&H Act (WC 00 01 06 A)** and **Jones Act (WC 00 02 01 A)** coverage if specified by the City of Key West. **CONTRACTOR** shall provide the City of Key West with a Certificate of Insurance verifying compliance with the workman's compensation coverage as set forth herein and shall provide as often as required by the City of Key West such certification which shall also show the insurance company, policy number, effective and expiration date, and the limits of workman's compensation coverage under each policy.

CONTRACTOR's insurance policies shall be endorsed to give 30 days' written notice to the City of Key West in the event of cancellation or material change, using form CG 0 24, or its equivalent.

Certificates of Insurance submitted to the City of Key West will not be accepted without copies of the endorsements being requested. This includes additional insured endorsements, cancellation/material change notice endorsements, and waivers of subrogation. Copies of USL&H Act and Jones Act endorsements will also be required if necessary. **PLEASE ADVISE YOUR INSURANCE AGENT ACCORDINGLY.**

CONTRACTOR will comply with any and all safety regulations required by any agency or regulatory body including but not limited to OSHA. **CONTRACTOR** will notify City of Key West immediately by telephone at (305) 809-3811 of any accident or injury to anyone that occurs on the jobsite and is related to any of the work being performed by the **CONTRACTOR**.