



Post Office Box 3005
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July 1, 2019

ADDENDUM NO. 03
TO
SPECIFICATIONS AND CONTRACT DOCUMENTS
FOR
ANNUAL MAINTENANCE DREDGING SERVICES – FY 2020 THRU FY 2024
JPA CONTRACT NO. C-1691

The item(s) of this Addendum shall modify and become a part of the contractual documents for this project as of this date. **(Failure to acknowledge this addendum will be grounds for rejection of proposal.)**

PHYSICAL CHANGES TO CONTRACT SPECIFICATIONS

Item No. 1

Reference to 2.10 INSURANCE, Page A2-5; **ADD** "RLI" Required Limits of Insurance **(See attachment No. 02)**

ATTACHMENTS TO CONTRACT SPECIFICATIONS

Attachment No. 1

Response to Questions

Attachment No. 2

Required Limits of Insurance

Acknowledgment of the following addenda is hereby made:

Addendum #3, Dated: _____ Initials _____

Company _____

NOTE: THIS ADDENDUM SHALL BE ACKNOWLEDGED ON THE PRICE PROPOSAL FORM, FAILURE TO ACKNOWLEDGE ADDENDUM WILL BE GROUNDS FOR REJECTION OF PROPOSAL.

PLEASE VISIT [HTTP://WWW.JAXPORT.COM/PROCUREMENT/ACTIVE-SOLICITATIONS](http://www.jaxport.com/procurement/active-solicitations) OR CALL THE PROCUREMENT DEPARTMENT AT (904) 357-3017, PRIOR TO THE PROPOSAL OPENING TO DETERMINE IF ANY ADDENDA HAVE BEEN RELEASED ON THIS CONTRACT.



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**JPA CONTRACT NO.: C-1691
ANNUAL MAINTENANCE DREDGING SERVICES FY 2020 THRU FY 2024**

**RESPONSE TO QUESTIONS
ADDENDUM NO. 03**

1. Please include the expected Each Occurrence limit required of the Contractor's Commercial General Liability coverage under 2.10 INSURANCE on Page A2-5 of ITN C-1691. This is also needed in order to arrive at the required General Aggregate limit of "Three Times the Each Occurrence Limit" and for the OCP requirement.

ANSWER: See Attachment No. 1

2. Addendum No. 1 added the SJRPP Coal Terminal to Line Item 1 on the Price Proposal Form. However, based on the coordinates provided on Plan Sheet 4, the dredge template does not appear to include the Coal Terminal. Please clarify if the Contractor will be expected to dredge the SJRPP Coal Terminal under this contract.

ANSWER: JAXPORT would like the contract to include the SJRPP Coal Terminal; however, we do not anticipate it to be dredged on a routine basis.

REQUIRED LIMITS OF INSURANCE

The minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy) shall be as follows:

1. WORKERS' COMPENSATION/EMPLOYERS' LIABILITY

Part One - There shall be no maximum limit (other than as limited by the applicable statute) for liability imposed by the Florida Workers' Compensation Act, the Longshoremen's and Harbor Workers' Compensations Act or any other coverages required by the contract documents which are customarily insured under Part One of the standard Workers' Compensation Policy.

Part Two - The minimum amount of coverage for those coverages required by the contract documents which are customarily insured under Part Two of the standard Workers' Compensation Policy shall be:

- \$1,000,000 (Each Accident)
- \$1,000,000 (Disease-Policy Limit)
- \$1,000,000 (Disease-Each Employee)

NOTE: If the project is to be accomplished on the face of the wharf, the concrete area where crane rails are located to the edge of the wharf and underneath the wharf (piling, deck repairs, etc.) the Longshoremen's and Harbor Workers' Compensation will be required.

2. COMMERCIAL GENERAL LIABILITY

The limits are to be applicable only to work performed under this contract and shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement (ISO Form CG 25 01) to a Commercial General Liability Policy with the following minimum limits:

General Aggregate	Three Times the Each Occurrence Limit
Products/Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury, Each Occurrence	\$1,000,000
Sudden and Accidental Pollution	\$1,000,000

3. BUSINESS AUTO POLICY

ISO Form Number CA 00 01 covering any auto (code 1), or contractor has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

4. OWNERS PROTECTIVE LIABILITY COVERAGE

The minimum OCP Policy limits per occurrence and, if subject to an aggregate, annual aggregate to be provided by the Contractor shall be the same as the amounts shown above as the minimum per occurrence and general policy aggregate limits respectively required for the Commercial General Liability Coverage. The limits afforded by the OCP Policy and any excess policies shall apply only to the Owner and the Owner's officials, officers, agents and employees and only to claims arising out of or in connection with the work under this contract.

5. PROPERTY INSURANCE

If this contract includes construction of or additions to above ground buildings or structures, Contractor shall provide Builder's Risk insurance with the minimum amount of insurance to be 100 percent of the completed value of such addition(s), building(s) or structure(s). If the contract does not include construction of or additions to above ground buildings or structures but does involve the installation of machinery or equipment, Contractor shall provide an Installation Floater with the minimum amount of insurance to be 100 percent of the completed value of such addition(s), building(s), or structure(s).

6. UMBRELLA LIABILITY

\$5,000,000 per Occurrence

\$5,000,000 Aggregate

Minimum underlying coverage's shall include Commercial General Liability, Automobile liability and Workers' Compensation/Employer's Liability.

Failure of Owner to demand such certificate or other evidence of full compliance with these insurance requirements, or failure of Owner to identify a deficiency from evidence that is provided, shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

The contractor's CGL coverage will be primary and non-contributory.

A waiver of subrogation is required for Workers Compensation, GL, USL&H, Auto Liability, Pollution and Umbrellas Liability. Contractor waives all rights against Owner and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by any of the policies of insurance maintained pursuant to this Subcontract.