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October 13, 2022

**ADDENDUM NO. 02**  
**TO**  
**SPECIFICATIONS AND CONTRACT DOCUMENTS**  
**FOR**  
**INVITATION TO BID**  
**DISMANTLE, REMOVAL AND DISPOSAL OF TMT KONE CRANE**  
**JPA CONTRACT NO. EQ-1842A**

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 CHANGE TO CONTRACT SPECIFICATIONS**

**Item No. 01**

Reference to Special Conditions, Page SC-2, **Time for Completion**, **DELETE** in its entirety "The Contractor shall totally and finally complete all work not later than **30** calendar days after receipt of Notice to Proceed.", **REPLACE** with, "The Contractor shall totally and finally complete all work not later than **60** calendar days after receipt of Notice to Proceed."

**ATTACHMENT TO CONTRACT SPECIFICATIONS**

**Attachment No. 01**

**"Revised"** Page SC-2 – Special Conditions

**Acknowledgment of the following addenda is hereby made:**

Addendum #2, Dated: \_\_\_\_\_ Initials \_\_\_\_\_

Company \_\_\_\_\_

**NOTE: THIS ADDENDUM SHALL BE ACKNOWLEDGED IN YOUR BID SUBMISSION, FAILURE TO ACKNOWLEDGE ADDENDUM WILL BE GROUNDS FOR REJECTION OF BID.**

PLEASE VISIT <http://www.jaxport.com/procurement/active-solicitations> OR CALL THE PROCUREMENT DEPARTMENT AT (904) 357-3017, PRIOR TO THE BID OPENING TO DETERMINE IF ANY ADDENDA HAVE BEEN RELEASED ON THIS CONTRACT.

**"REVISED" SPECIAL CONDITIONS**

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The "General Conditions," Section I through Section V, and the articles of this section shall apply to the Contractor and all Subcontractors. The "Special Conditions" supplement and/or amend the "General Conditions" and other contract documents as necessary for this project. Any article, paragraph, or subparagraph in the "General Conditions" or other contract documents not so supplemented or amended by this section shall remain in effect.

**1. Time for Completion**

The Contractor shall totally and finally complete all work not later than **60** calendar days after receipt of Notice to Proceed.

**2. Liquidated Damages**

- a. The parties agree that at the time of entering into this Agreement the parties cannot determine the precise amount of damages that JAXPORT will suffer in the event Contractor is unable to perform its obligations under this Agreement. The parties agree that the damages suffered by JAXPORT under such circumstances are uncertain and difficult to ascertain. Therefore, the parties agree that this sum is fair and reasonable and represents liquidated damages and is not a penalty.
- b. Should the Contractor or, in case of its default, the Surety fail to complete the work within the time stipulated in the contract, or within such extra time as may have been granted by the Owner, the Contractor or, in case of its default, the Surety shall pay to the Owner not as a penalty but as Liquidated Damages the amount so due as determined below.
- c. For each calendar day that any part of the work remains uncompleted after the expiration of the contract time, the sum per day specified below shall be deducted by the Owner from monies due the Contractor, not as a penalty but as agreed Liquidated Damages representing loss to the Owner for additional cost of contract administration, inconvenience and additional cost of operations only due the Owner as a result of the Contractor's late completion. If no money is due the Contractor, the Owner shall have the right to recover said sum or sums from the Contractor, from the Contractor's Surety, or from both. The assessment of Liquidated Damages shall be in addition to actual damages or claims to the Owner except for inconvenience, administrative costs, and additional costs of operation.
- d. Liquidated Damages for failure to complete the work within the time specified for the completion of the work shall be:  

**N/A per calendar day**
- e. Permitting the Contractor to continue and to finish the work, or any part of it, after the expiration of the contract time allowed including extensions of time granted to the Contractor shall, in no way, act as a waiver on the part of the Owner, of the Liquidated Damages due under the contract.