



Florida Department of Transportation

RICK SCOTT
GOVERNOR

1109 S. Marion Avenue
Lake City, Florida 32025-5874

ANANTH PRASAD P.E.
SECRETARY

August 16, 2012

To: Prospective Bidders

CC: **Construction:** Nancy Bright, Star Ayers, Scott Blocker, D2-ESTSPEC, Carrie Stanbridge, Jimmy Pitman, Richard Moss and Craig Teal

Addendum No.: 5, E2Q92, Financial Project # 21333745201
(I-95 (SR 9) @ Myrtle Ave Bridge # 720163 Spot Clean and Paint) Bridge painting and other incidental repairs to the SR9 (I-95) at Myrtle Avenue Bridge No. 720163 Span 10 in Duval County

This addendum is for Florida East Coast Railway, L.L.C., Insurance Requirements:

- A. **Liability Insurance.** During the Term of this Contract, Contractor shall purchase and maintain: (i) Commercial General Liability Insurance ("CGL"), with contractual liability covering obligations assumed in this Contract (including any agreements entered into between the parties pursuant hereto) by Contractor, providing for available limits of not less than \$6,000,000 single limit, bodily injury and/or property damage combined, for damages arising out of bodily injuries to or death of all persons in each occurrence and for damage to or destruction of property, including the loss of use thereof, in each occurrence, including Federal Employers Liability Act claims ("FELA") against the FECR, or other liability arising out of or incidental to railroad operations; (ii) at FECR's option, Contractor will obtain a policy of Railroad Protective Liability with liability limits of \$2,000,000 per occurrence, \$6,000,000 aggregate with FECR as the only named insured.(iii) Statutory Workers' Compensation, Employer's Liability Insurance with available limits of not less than \$1,000,000 and Occupational Disease Insurance; (iv) if any motor vehicles are used in connection with the Services to be performed hereunder (or in connection with any agreements entered into between the parties pursuant hereto), Business Automobile Liability Insurance with limits of not less than \$1,000,000 single limit, bodily injury and/or property damage combined, for damages to or destruction of property including the loss of use thereof, in any one occurrence; and (v) if professional services are being rendered by Contractor, Professional Liability coverage in an amount not less than \$1,000,000. If, in FECR's opinion, a higher limit of liability is necessary for any insurance policy required hereunder, FECR shall so notify Contractor and Contractor shall, within thirty (30) days of receipt of such notice, provide a copy of the endorsement to the appropriate policy increasing the liability coverage to the required limit. Such insurance will include a minimum of two years' tail coverage necessary to cover claims occurring during the Term but which may not be brought until after termination of this Contract.
- B. **Policy Requirements.** All insurance required hereunder shall be affected by valid and enforceable policies issued by insurer(s) of financial responsibility and authorized to do business in all necessary states, all subject to the reasonable prior approval of FECR. Contractor's liability insurance policies shall name FECR, its parent, affiliates and subsidiaries as additional insureds and will not have any exclusion for liability relating to railroad operations or contractual liability for construction or demolition within fifty (50) feet of FECR's tracks by endorsement. Contractor's Workers' Compensation and property insurance policies shall include waivers of subrogation rights endorsements in favor of FECR. All policies shall contain a provision for thirty (30) days' written notice to FECR prior to any expiration or termination of, or any change in, the coverage provided. Contractor shall provide FECR with at least thirty (30) days' written notice prior to such expiration, termination or change in any insurance coverage. Prior to any entry upon FECR property pursuant

to this Contract and upon FECR's request thereafter, Contractor shall provide or shall cause its insurer or insurance agent to provide FECR (at the address in Paragraph 21) with a certificate of insurance certifying the liability insurance policies in effect for the Term of this Contract. The liability assumed by Contractor under this Contract, including, but not limited to, Contractor's indemnification obligations, shall not be limited to the insurance coverage stipulated herein.

If you are a BID DOCUMENT HOLDER for the subject project, please go to the Online Ordering Web Site at <https://www3.dot.state.fl.us/ContractProposalProcessingOnlineOrdering/> to download **E2Q92 Amendment005** for this Bid Document from your Order History.

If you are a BID DOCUMENT HOLDER, please acknowledge receipt of this Addendum in Expedite Bid by opening the Acceptance of Bidding Acknowledgements folder and confirming your acknowledgement of Amendment and Addenda files. Failure to load all amendment files will cause the bid to be rejected.

Patsy Elkins, CPPB,
Contracts Coordinator
Phone: 386-758-3703
FAX: 386-758-3791