

Lori M. Stone, Mayor

Purchasing Division
Office of the Controller
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Warren, Michigan 48093-5289

Phone (586) 574-4639 FAX (586) 574-4614

ADDENDUM 2

ITB-W-1478 APRIL 15, 2025

REGARDING

CONSTRUCTION OF NEW WARREN LIBRARY

PLEASE BE ADVISED of the following:

- 1. The list of Mandatory Pre-Bid Meeting Attendees can be found on the BidNet (MITN) system under the "Communications" tab.
- 2. Appendix D: Insurance Requirements, referenced in the "Instructions to Bidders" Section, 002113-3, is included with this addendum.

BIDDERS ARE REMINDED:

Additional information regarding this bid or any questions can be answered by contacting Craig Treppa, Purchasing Agent, via email at ctreppa@cityofwarren.org; Subject ITB-W-1478. Sincerely,

Craig Treppa
Purchasing Agent

Acknowledged by: _____

Company Name: _____

ITB-W-1478 APPENDIX D: INSURANCE REQUIREMENTS:

The awarded Contractor shall be required to provide the City with certificates of insurance naming the City of Warren, City of Warren Municipal Building Authority, Downtown Development Authority, Tax Increment Finance Authority, the 37th District Court, all elected appointed officials, employees and volunteers as individuals acting within the scope of their authority, AS AN ADDITIONAL INSURED.

It is understood and agreed by naming the City of Warren as additional insured, coverage afforded is considered to be primary, and any other insurance the City of Warren may have in effect shall be considered secondary and/or excess.

Additionally, the awarded Contractor shall provide language, within the "Description of Operations" section, that "AGREES TO WAIVE THEIR INSURER'S RIGHT OF SUBROGATION UNDER ITS POLICIES".

The awarded Contractor shall provide the following coverage and limits (Sub-contractors utilized by the awarded bidder shall be subject to these same conditions).

COMMERCIAL GENERAL LIABILITY:

The following coverage is part of the General Liability policy:

Policy should be on an OCCURRENCE BASIS WITH COMBINED SINGLE LIMITS.

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$1,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage-Any one fire	\$ 50,000
Medical Expense-Any one person	\$ 5,000

Per project aggregate limit, Independent contractor's coverage, Broad form

property damage Blanket contractual liability coverage

BUILDER'S RISK INSURANCE

100 percent of Completed Value Form, including theft of materials from the premises (not required of subcontractors).

AUTOMOBILE LIABILITY:

Automobile liability insurance coverage shall be \$1,000,000 combined single limit for any auto and include hired autos and non-owned autos.

WORKERS'COMPENSATION INSURANCE:

Workers' compensation insurance shall be statutory under the State of Michigan Workers' Compensation Act.

UMBRELLA LIABILITY POLICY:

UMBRELLA LIABILITY SHALL BE \$2,000,000 AND BE "FOLLOWING FORM"

The umbrella policy shall be written on an occurrence basis and at a minimum provide excess to the Bidder's General Liability, Automobile Liability and Employer's Liability policies.

The policy shall include the following extensions:

- a. Contractual Liability
- b. Products and Completed Operations
- c. Independent CONTRACTORS Coverage
- d. Broad Form General Liability Extensions or equivalent
- e. Coverage for X, C and U Hazards

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The CONTRACTOR shall also obtain and have on file certificates of insurance for all subcontractors meeting the above requirements. These shall be made available to the CITY upon request.

- Insurance policies shall comply with the provisions of the Michigan No Fault Insurance Law and shall provide coverage for Personal Protection Insurance, Property Protection Insurance, and Umbrella Insurance coverage, if applicable.
- All insurance policies and certificates shall include a written provision providing 30 days prior written notice to the CITY of cancellation, non-renewal or material change or reduction of coverage. The CONTRACTOR shall cease operations on the occurrence of any such cancellation, material change or reductions, and shall not resume operations until new insurance is in force.
- The CONTRACTOR and any of its subcontractors shall maintain adequate insurance to cover any claims arising from or related to the performance of the work under this Agreement regardless of the limits imposed in this Agreement. The CONTRACTOR further agrees that the insurance coverage pursuant to this Agreement shall in no way limit the CONTRACTOR's liabilities and responsibilities specified in this Agreement.

Insurance certificates shall contain a provision to the effect that the insurance <u>company SHALL NOTIFY the City at least thirty (30) days prior to CANCELLATION OR MATERIAL CHANGE of the insurance.</u>