

March 9, 2012

ADDENDUM #1

VEHICLE MAINTENANCE & REPAIR – POLICE DEPARTMENT

In accordance with the pre-proposal meeting held March 9, 2012, the following specifications are modified:

1.10 – **Insurance:** All provisions for insurance shall be replaced with the following:

The contractor, and any and all of their subcontractors, shall not commence work under this contract until they have obtained the insurance required under this paragraph. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers acceptable to the City of Portage. The limits required below do not limit the liability of the Contractor and/or subcontractor. All deductibles and SIRs are the responsibility of the Contractor and/or subcontractor.

1. Workers' Compensation Insurance including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
2. Garage Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$2,000,000 per occurrence and aggregate combined single limit, Personal Injury, Bodily Injury, and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Michigan No-Fault Coverage and shall insure all owned, non-owned, and hired vehicles.
3. Garage Keepers Legal Liability Insurance: The Contractor shall procure and maintain during the life of this contract Garage Keepers Legal Liability Insurance, including "On-Hook" coverage, to protect vehicles in their care, custody and control, with limits of liability not less than \$100,000 per vehicle.
4. Motor Vehicle Liability: If Motor Vehicle Liability coverage is not present in Garage Liability Policy, the Contractor, or its subcontractors, shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, with limits of liability not less than \$2,000,000 per occurrence combined single limit, Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

5. Additional Insured: Garage Liability and Motor Vehicle Liability as described above, shall include an endorsement stating that the following shall be ***Additional Insureds***: City of Portage, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof.

6. Cancellation Notice: Workers' Compensation Insurance, Garage Liability Insurance, and Garage Keepers Legal Liability Insurance, as described above, shall include an endorsement stating the following: "It is understood and agreed that Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: City of Portage Purchasing Department, 7900 S. Westnedge Avenue, Portage, MI 49002..

NOTE: The City, in its sole discretion, may accept equivalent insurance.

2.4.3 – Motor Vehicle Records Checks: Reference to Class Commercial Drivers Licensing and Fire Apparatus are removed from this requirement.

4.2.1 – Drop In service at specified times....The specified times shall be considered the normal business hours of the repair facility. Identify 'drop in' hours in the Project Information Sheet, item 5.8.

4.2.12 – Out of Service Sign. The sign should be 7" high by 30" long and red in color with white letters with the words OUT OF SERVICE. It should be magnetic and placed on the left and right front doors when the vehicle is driven on public roads.

All remaining specifications are unchanged. Bids remain due by 3:00 p.m., March 26, 2012.

Questions regarding the nature of the work or the technical specifications should be directed to Deputy Director of Fleet & Facilities, Rodney Russell at 269-329-4441. Questions regarding purchasing procedures, insurance, or the contracting process should be directed to the Purchasing Department at 269-324-9284.

