



Madison County Government  
Administrative Services

*Malik Fazil* • Purchasing Director  
Madison County Administration Building  
157 N. Main St. Suite # 57 • Edwardsville, IL 62025-1963  
Phone (618) 296-4219 • Fax (618) 692-7476

*Kurt Prenzler, CPA*  
County Board Chairman

March 15, 2024

**REQUEST FOR PROPOSAL MADISON COUNTY SPECIAL SERVICE AREA NO. 1  
GRASS CUTTING SERVICES MADISON COUNTY, ILLINOIS**

Proposals due: March 28, 2024 – 2pm

Notice is hereby given that proposals will be received by the Madison County Sewer Facilities Committee and the Special Services Area #1 Department for **Grass Cutting Services at the Various Lift Station Locations.**

Specifications, instructions to bidders, bid form and all data necessary to submit a **sealed** proposal may be obtained from the Purchasing Department, Madison County Administration Building, 157 N. Main St., Suite 59, Edwardsville, IL or by visiting the Madison County Purchasing Department website at: <https://apps.co.madison.il.us/adminservices/vendors/>

**SEALED proposals** will be accepted at the Madison County Purchasing Department, 157 N. Main St., Suite 59, Edwardsville, IL no later than **2:00 P.M., Thursday, March 28, 2024.** Sealed bids will then be publicly opened and read aloud at **2:15 P.M.** in the County Board Committee Meeting Room which is located on the first level of the Administration Building in Suite 145.

If any additional information is needed, please direct questions to:  
[supportservices@co.madison.il.us](mailto:supportservices@co.madison.il.us)

Submittals shall be marked on the **sealed** envelope: **“GRASS CUTTING SERVICES”**

The right is reserved to reject any or all bids.

Sincerely,

A handwritten signature in blue ink, appearing to read "Malik Fazil".

Malik Fazil  
Purchasing Director

March 15, 2024

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Malik Fazil  
Purchasing Director

March 15, 2024

**REQUEST FOR PROPOSAL**  
**MADISON COUNTY SPECIAL SERVICE AREA NO. 1**  
**GRASS CUTTING SERVICES**  
**MADISON COUNTY, ILLINOIS**

Proposals due: Thursday, March 28, 2024 at 2:00 P.M.

Madison County Special Service Area No. 1 is accepting proposals for grass cutting at various lift station locations. Proposals will be accepted until 2pm on March 28, 2024.

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For questions and/or clarifications, contact:

Brian Nottrott, Superintendent

Madison County Special Service Area #1

301 East Chain of Rocks Road

Granite City, IL 62040

(618) 296-5644

**Request For Proposal**

**Madison County Special Service Area #1 Lift Station Grass Cutting**

**Proposal Form**

Proposal for: Lift Station Grass Cutting, Madison County Special Service Area #1

Proposal of \_\_\_\_\_ \*a corporation,  
incorporated under the Laws of the State of \_\_\_\_\_, \*a partnership, \*an individual  
doing business as \_\_\_\_\_ (\*scratch out non-applicable notations)

Having examined the General Requirements and Project Specifications and location of the various lift stations; and being familiar with all conditions surrounding the completion of the proposed work, hereby proposes to furnish all labor, materials, equipment and supplies to complete the project in accordance with Contract Documents.

The Bidder agrees to perform the work defined in the General Requirements and Project Specifications for a per occurrence sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_)

(The amount of proposal shall be shown in both writing and figures. In event of a discrepancy between the two, the written amount shall govern).

Respectfully submitted,

\_\_\_\_\_

By: \_\_\_\_\_  
(Name & Title)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(Telephone)

## Madison County Special Service Area #1 Lift Station Grass Cutting

### General Requirements

1. All proposals must include all taxes that are applicable to the County. The City and State of Illinois sales tax and Federal Taxes are not applicable to sales made to the County and must be excluded. The County Auditor, upon request, will execute the exemption certificates in connection with all orders when Federal Excise Tax would otherwise be due. Madison County Sales & Use Tax Exemption Affidavit will be available upon request.
2. Successful proposal is specifically denied the right of using in any form or medium the name of Madison County for public advertising unless express permission is granted by the County.
3. The authorized committee(s) for the County reserves the right to reject any or all bids, or any part thereof, or to accept any bid part thereof, or to waive any informalities in any bid, deemed to be in the best interest of the County.
4. Madison County shall not award contracts to businesses owing delinquent taxes to Madison County at the time bids are awarded.
5. Responder is expected to be an "Equal Opportunity Employer" as required by Article III, Rules III, Fair Employment Practices Commission.
6. Responder must comply with the "Preference to Citizens" ("Illinois" on "Public Works Project Act", and the wages of employees or public works (Prevailing Wage Act). SHALL BE RESPONSIBILITY OF THE BIDDER TO VERIFY PREVAILING WAGE SCHEDULE.
7. Responder should state where applicable that the firm is licensed to do business in the State of Illinois. (Out of state firms should satisfy all licensing requirements as required by the State of Illinois, failure to meet appropriate state licensing and statutory regulations can result in the contract to be entered into regarded as voidable).
8. Successful responder shall hold the County, its Officers, Agents, and Employees, harmless from liability of any nature or kind, and shall sign and file with the County the attached "Hold Harmless and Indemnity Clause". See example at end of section.
9. Successful responder will be required to provide certificates of insurance naming Madison County Government as additional insured and indicating the following

coverage in the amount of one million dollars (\$1,000,000) for each category of coverage except as noted herein:

1. Liability Insurance

Commercial General Liability

Products Completed Operations Liability

Contractual Liability

Comprehensive Automobile Liability

2. Worker's Compensation & Employers' Liability \$500,000.

10. Successful bidder shall complete all specified work and NOT subcontract any portion to others.

11. All bidders are responsible for becoming familiar with lift station locations. NOTE: addresses listed on chart are power service connection locations and may not be actual location of lift station and related work.

12. For questions or additional information, contact:

Brian Nottrott

Madison County Special Service Area #1

301 East Chain of Rocks Road

Granite City, IL 62040

(618) 296-5644

**Request For Proposal**

**Madison County Special Service Area #1**

**Grass Cutting Specifications**

1. Mowing and trimming shall be done on a bi-weekly basis for the approximate period of April 1, 2024 through October 15, 2024 for the entirety of the listed stations.
2. All debris will be removed from the grounds by the Vendor.
3. All grass shall be swept or blown off the streets and wet wells after mowing and trimming.
4. Care shall be taken not to damage any plants, trees, newly seeded areas, or other County property. If any damage shall occur, Vendor will be responsible for repair or replacement of damaged property at Vendor's expense.
5. Work areas shall meet the standard of care as represented by adjacent properties.
6. Madison County Special Service Area #1 reserves the right to increase, suspend, or extend services due to weather conditions (wet Spring, drought in Summer or if growing season extends beyond October 15).





## **“INSTRUCTIONS TO BIDDER”**

1. All items contained in the “Instructions to Bidder” are applicable to the call for bids.
2. No bid may be withdrawn after the scheduled closing time for receipt of bids at least sixty (60) days.
3. Envelope containing bid shall be marked plainly, **“SEALED BID – GRASS CUTTING SERVICES”**, date and time of closing written thereon. All bid proposals must be signed with the firm name in ink and by an authorized officer or employee of the company.
4. Unless otherwise stated in this call for bids, each bidder must submit with his bid either a certified check on any bank, a cashier’s check on a bank doing business in the County, or a combination bid and supply bond acceptable to the County in the amount of 5% of the total base bid, payable to the County, as guarantee that the successful bidder will supply material or services as specified. – **NOT REQUIRED**
5. The Contractor, before commencing Work, shall furnish Performance Bond and Labor/Material Payment Bond with a surety licensed to conduct business in Illinois equal to the amount of the Contract, guaranteeing the completion of the Work and performance of the Contract and the payment for all labor and materials incorporated in the Work. Said Bonds shall be presented to the Purchasing & Support Services Department, Madison County Administration Building, 157 N. Main St., Ste. #59, Edwardsville, IL 62025, within seven (7) working days after notification of bid award. Failure to supply said Performance Bond, Labor/Material Payment Bond or acceptable surety shall result in retraction of bid award. –**NOT REQUIRED**
6. All bids must include all taxes that are applicable to the County. The City and State of Illinois sales tax and Federal Taxes are not applicable to sales made to the County and must be excluded. The County Auditor, upon request, will execute the exemption certificates in connection with all orders when Federal Excise Tax would otherwise be due.
7. Bid price to be F.O.B. Edwardsville, with delivery to Madison County using point within the area unless otherwise stated in this call for bids. Prices shall be stated in units and quotations made on each item separately. In case of conflict, unit price shall govern.
8. All prices and notations must be in ink or typewritten. Mistakes may be crossed out and corrections typed adjacent and must be initialed in ink by person signing proposal. The proposal must be signed by an authorized officer or individual.
9. Bidder must state brand name and/or manufacturer of each item proposed in his bid. Guarantee and/or warranty must also be stated.
10. Parts and materials must be of current day (latest model) and meet Specifications. This provision excludes surplus, remanufactured and used products except as alternate bid unless otherwise stated in this call for bids.
11. Bids will be considered on equipment or material complying substantially with Specifications provided each deviation is stated and substitution is described, including technical data when applicable, in a letter attached to bid.

The County reserves the right to determine as to whether such substitutions or deviations are within the intent of the Specifications and will reasonably meet the service requirements of the using department. In addition to price and applicability, consideration for award may be given to engineering design which adds safety, convenience or adaptability for the use intended. Brand name which may be mentioned in Specifications does not indicate a preference and is used only as a reference to the type and quality of materials or equipment desired.

12. Time of delivery is part of the consideration and must be stated in definite terms as this may be a factor in making the award. If time varies on different items, the bidder shall so state.
13. Unless otherwise specified, materials and equipment will be inspected by the using department as to meeting the quality requirement of the call for bids. When deemed necessary, samples of supplies or material will be taken at random, from stock received, for submission to a commercial laboratory, or other appropriate inspection agency, for analysis and test as to whether the material conforms, in all respects, to the specifications. In cases where the commercial laboratory report indicates that the material does not meet the Specifications the expense of analysis is to be borne by the successful vendor and the order, or balance thereof may be cancelled by the County.
14. Bidders must be sure to specify any terms they wish to offer. Cash discounts will be deducted from the base bid in determining the low bidder, except, cash discounts based on payment in less the ten (10) days will not be considered.
15. In case of default by the vendor(s), the County may procure the articles or services from other sources and may deduct from Unpaid balance due the vendor, or may collect against the bond or surety for excess costs so paid, and the prices paid by the County shall be considered the prevailing market price at the time such purchase is made.

16. The bidder, shall hold the County, its officers, agents, and employees harmless from liability of any nature or kind on account of Use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used under this bid call.
17. Successful bidder is specifically denied the right of using in any form or medium the name of Madison County for public advertising unless express permission is granted by the County.
18. The authorized committee(s) for the County reserves the right to reject any or all bids, or any part thereof, or to accept any bid or part thereof, or to waive any informalities in any bid, deemed to be in the best interest of the County.
19. Madison County shall not award contracts to businesses owing delinquent taxes to Madison County at the time bids are awarded.
20. Bidder is expected to be an "Equal Opportunity Employer" as required by Article III, Rules III, Fair Employment Practices Commission.
21. All Specifications and Instructions to Bidders must be clearly answered and stated in definite terms.
22. Sealed bids will be received until **2:00 P.M.**, then publicly opened and read aloud at **2:15 P.M. Thursday, March 28,2024** in the Board Committee Room which is located on the first level of the Administration Building in Suite 145.

**BIDDERS ARE WELCOME TO ATTEND THIS MEETING.**

23. If any additional information is needed contact:

Madison County Administrative Services  
157 N. Main St. Ste. 59  
Edwardsville, IL 62025-1963  
Attn: Malik Fazil, Purchasing Director  
Email: [supportservices@co.madison.il.us](mailto:supportservices@co.madison.il.us)

24. Successful bidder cannot make delivery of successful material and/or services as specified until contract has been properly signed By the Madison County Board Chairman and the successful vendor.
25. Sealed bids received after designated time will be considered "**NO BID**" and as "**VOID**".
26. By not complying with all phases of the Specifications and Instructions to Bidders, may cause the bid to be automatically rejected.
27. Bidder must comply with the "Preference to Citizens" (Illinois) on "Public Works Project Act", and the wages of employees or public works (Prevailing Wage Act), and bidder agrees to execute a Project Agreement and to submit an acknowledgement with bid documents (copy attached).  
SHALL BE RESPONSIBILITY OF BIDDER TO VERIFY PREVAILING WAGE SCHEDULE.
28. Bidder should state where applicable that the firm is licensed to do business in the State of Illinois. (Out of state firms should satisfy all licensing requirements as required by the State of Illinois, failure to meet appropriate state licensing and statutory regulations can result in the contract to be entered into regarded as voidable).
29. Successful bidder shall hold the County, its Officers, Agents, and Employees, harmless from liability of any nature or kind, and shall sign and file with the County the attached "Hold Harmless and Indemnity Clause".

This form must be submitted to the County at the same time the contractor files his Performance Bond and Labor/Material Payment Bond.

30. Successful bidder, should the job be done, will be required to provide certificates of insurance naming Madison County Government as additional insured and indicating the following coverage in the amount of one million dollars (\$1,000,000) for each category of coverage except as noted herein:

- I. Liability Insurance
  - Commercial General Liability
  - Products Completed Operations Liability
  - Contractual Liability
  - Comprehensive Automobile Liability

2. Worker's Compensation & Employers Liability \$500,000.

If the contractor should use any subcontractor, the contractor shall include all subcontractors as insured under its policies, or shall furnish to Madison County separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements of the contractor.

Bidder shall submit, along with his bid, a copy of his current "Certificate of Insurance".

31. Madison County does not discriminate against the disabled in either their employment practices or the services they provide.
32. With request for payment, in triplicate, the bidder shall furnish a Contractor's Affidavit/Waiver of Lien from all parties Concerned. Failure to supply Waiver of Lien or evidence of payment of all current accounts will be considered grounds for withholding partial payment and failure to supply Waiver of Liens for the entire job on completion will be grounds for withholding final payment.
33. Bids MUST be submitted on attached bid forms.

**ACORD # CERTIFICATE OF INSURANCE**

**PRODUCER**

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.**

**COMPANIES AFFORDING COVERAGE**

**INSURED**  
Sample Certificate

COMPANY <b>A</b>
COMPANY <b>B</b>
COMPANY <b>C</b>
COMPANY <b>D</b>

**COVERAGES**  
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT <input checked="" type="checkbox"/> Policy <input type="checkbox"/> Loc <input type="checkbox"/> Project <input type="checkbox"/> Other	x	x				GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS-COM/OP AGG	\$ 2,000,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							EACH OCCURRENCE	\$ 1,000,000
							FIRE DAMAGE (Any one fire)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTO	x					COMBINED SINGLE LIMIT	\$ 1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE	
	<b>GARAGE LIABILITY</b>						AUTO ONLY - EA ACCIDENT	
							OTHER THAN AUTO ONLY:	
							EACH ACCIDENT	
							AGGREGATE	
A	<b>EXCESS LIABILITY</b>						EACH OCCURRENCE	
	<input type="checkbox"/> UMBRELLA FORM						AGGREGATE	
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM							
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL		x				<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							EL EACH ACCIDENT	\$ 500,000
							EL DISEASE - POLICY LIMIT	\$ 500,000
							EL DISEASE - EMPLOYEE	\$ 500,000
A	<b>OTHER</b>							

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS -**  
 Madison County Government is named as additional insured for all liability policies. All coverage afforded to the additional insured(s) under this policy shall be on a primary basis. If additional insured(s) other insurance, which is applicable to the loss, such insurance will be on an excess basis. The amount of the company's liability under the policy shall not be reduced by the existence of such insurance. Waiver of subrogation in favor of the additional insured(s) applies to all liability policies and workers compensation. Insurance carriers are to provide Madison County Government at least 30 days notice prior to cancellation of any policy.

**CERTIFICATE HOLDER**

Madison County Government  
 157 N Main St, Suite 154  
 Edwardsville, IL 62025

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

5/1/2023

**Tier 1 - Vendor Agreement**  
(As it applies to insurance coverage)

Business Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone/Fax/Email: \_\_\_\_\_

Before commencing work for **Madison County Government** all vendors agree to the following hold harmless agreement:

“To the fullest extent permitted by law, the vendor shall indemnify and hold harmless the Owner, contractor, architect, Architect consultants, and agents and employees of any of the previously mentioned from and against claims, damages, losses and expenses, including but not limited to attorney’s fees, arising out of or resulting from performance of the vendors work, provided that any such claim damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the work itself), but only to the extent caused by negligent acts or omissions by the vendor, the vendors subcontractor’s, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim damage loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or otherwise reduce other rights or obligations of Indemnity which would otherwise exist which as to a party or person described in this paragraph.”

Vendor also agrees to supply **Madison County Government** with a current certificate of insurance verifying the following:

- Workers Compensation: Statutory limits, including Employers liability of \$500,000 each accident, \$500,000 policy limit for disease, \$500,000 each employee for disease. **Waiver of Subrogation** in favor of **Madison County Government** must be included. Workers Compensation must be provided for all persons performing work at the jobsite, including but not limited to any principles, officers, employees of the vendor, sole proprietors, subcontractors, and sub-subcontractors. If owners, principles, officers or sole proprietors choose to exclude themselves from workers compensation, they agree they shall not, at any time, or in any way, seek such benefits, or any recompense, from Madison County Government for any on-the job related injury arising out of the work covered or contemplated by this Vendor Agreement.
- Commercial General Liability (including Bodily injury and property damage, completed operations, broad form property damage, contractual liability, for the obligation of vendor to Indemnify Madison County Government under the agreement, and per jobsite aggregate. Minimum limits of \$1,000,000 per occurrence, \$2,000,000 general aggregate. **Additional Insured and Waiver of Subrogation** in favor of **Madison County Government** must be included.
- Commercial Automobile Liability minimum limits of \$1,000,000 combined single limit. Additional insured and waiver of subrogation must to be included.

- Vendor to name Madison County Government (and others if requested) as additional insured's (form CG2010 11/85 or CG2010 07/04 **and** CG2037 07/04) include both work in process (ongoing operations) and completed work (completed operations). If insurance company specific forms replace the forms mentioned above, the additional insured form **MUST** be forwarded and approved prior to commencing work.
- All coverage afforded to the additional insured under this policy shall be **primary** insurance. If the additional insured has other insurance, which is applicable to the loss, such other insurance shall be on an excess basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
- If work of a professional nature is to be performed, professional liability (Errors and Omissions) must be shown at a limit of no less than \$1,000,000 per occurrence and \$1,000,000 aggregate. Madison County Government must be named as additional insured to this policy.
- If your work will require that you have access to any computer hardware or systems, cyber liability must be shown at a limit of no less than \$1,000,000 per occurrence and \$1,000,000 aggregate. Madison County Government must be named as additional insured to this policy.
- Limits of insurance are non-negotiable.
- Insurance must remain in place and be effective for no less than two years after project completion.
- Insurance Company(s) must be financially stable, rating of A-/VII or better, per A.M. Best Guidelines.
- This agreement shall not, in any way, affect Madison County Government's responsibility to perform the underlying contractual obligations to which this Vendor Agreement applies, within industry standards and workmanship-like manner.

---

Name & Title

---

Signature

---

Date

**HOLD HARMLESS AND  
INDEMNIFICATION AGREEMENT**

1. **Contractor** hereby assumes the entire liability for its own negligence and the negligence of its own employees. **Contractor** shall be responsible for all damages to persons or property caused by its Contract work. **Contractor** shall indemnify, defend and save harmless Madison County from and against any and all claims, debts, damages, (including direct, liquidated, consequential, incidental or other damages), judgements, awards, losses, liabilities, interest, attorney's fees, costs and expenses of whatsoever kind or nature at any time arising out of any failure of **Contractor** to perform any of the terms and conditions of the Contract, or which are caused or occasioned by, or contributed to, or claim to be caused or occasioned or contributed to, by any act, omission, fault or negligence of **Contractor** or anyone acting under its direction or control or on its behalf in connection with or incident to the contract work. All questions involving contributory acts, omissions, fault, or negligence of Madison County with **Contractor** will be determined in accordance with applicable law. Without limiting the generality of the foregoing, the same shall include injury or death to any person or persons, including agents and employees of Madison County, **Contractor**, other contractors and subcontractors and damage to any property, regardless of location, including property of Madison County, Contractor, other contractors and subcontractors and shall extend to any similar obligations of **Contractor** undertaken by it under the General and Special Conditions of the General Contract, including the technical requirements or specifications and drawings with

respect to the Contract work hereunder, **Contractor** will, on request and at its expense, defend any action, suit or proceedings arising hereunder and shall reimburse and pay Madison County for any loss, cost, damage or expenses (including legal fees) suffered by it hereunder. Such obligation shall not be construed to negate, or abridge or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to any party or person described in this Clause.

2. In any and all claims against Madison County and other contractors or subcontractors or any of their agents or employees, by any employees of **Contractor**, anyone directly or indirectly employed by Contractor or anyone for whose acts **Contractor** may be liable, the indemnification obligation under this Clause shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for **Contractor** under worker's or workmen's compensation acts, disability benefits acts or other employee benefit acts.

3. If, for any reason during the performance of this Contract, **Contractor** rents, leases or uses equipment of Madison County, **Contractor** shall indemnify, defend and hold harmless Madison County (including its officers, agents, and employees from any loss (including costs and attorney's fees) or damage caused by that equipment. Furthermore, **Contractor** shall be liable to Madison County for any loss or damage to that equipment.

4. This agreement shall specifically not require **Contractor** to indemnify Madison County from Madison County's own alleged negligence in violation of Chapter 740 ILCS 35/1.

**IN WITNESS WHEREOF** the parties hereto have affixed their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**CONTRACTOR:** \_\_\_\_\_

**OWNER:** \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

**ATTEST:**

**ATTEST:**

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_