



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 18, 2024

REQUEST FOR PROPOSAL

Notice is hereby given that proposals will be received by the Madison County Sewer Facilities Committee and the Special Services Area #1 Department for **Motor and Gearbox Replacement at Two (2) Spiral Screw Pump Stations.**

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 **1:00 P.M., Monday, April 8, 2024** Sealed bids will then be publicly opened and read aloud at **1:15 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

Submittals shall be marked on the **sealed** envelope: **“GEARBOX REPLACEMENT”**

The right is reserved to reject any or all bids. The right is reserved to reject any or all bids.

Madison County is an "Equal Opportunity Employer".

Sincerely,

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

Malik Fazil, Purchasing Director
Phone: (618) 692-7040 Ext. 4219

REQUEST FOR PROPOSAL – MOTOR AND GEARBOX REPLACEMENTS

MADISON COUNTY SPECIAL SERVICE AREA#1
301 EAST CHAIN OF ROCKS ROAD
GRANITE CITY, IL 62040

1.0 Introduction

Madison County SSA#1 is a department of Madison County Government and operates a sanitary sewer collection system in the Granite City Area.

Madison County SSA#1 is seeking proposals for replacement of drive motors and gear boxes at two spiral screw pump stations. Lift Station #3 at 3204 West 20th Street, Granite City, IL 62040 and Lift Station #4 at 1216 Chouteau Place Road, Granite City, IL 62040.

Madison County SSA#1 is an ongoing utility providing sanitary sewer collection services in the area. As such, it is imperative that this project is completed with the understanding and cooperation between contractor and SSA#1 management so that disruption to daily operations is minimal.

2.0 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, and 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".
9. Successful responder will be required to complete and maintain current Vendor Agreement Form with Madison County Government.
10. 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.
11. All bidders are responsible for becoming familiar with existing building conditions.
12. For questions or additional information, contact:
supportservices@madisoncountyl.gov

3.0 Scope

1. Provide 30 HP 240 volt 3 phase motors at LS #3
2. Provide comparable Helical Gearbox to existing - Foote-Jones MM-6100-B with Jeffrey 7355Y concentric shaft reducer, target output 45 RPM, foot mounted output shaft to be mounted 38 degrees down from horizontal. Oil Drain breather, dipstick or site level gauge shall be suitable for 38 degree slope. Gears shall be fabricated from high quality steel forgings and pinions shall be fabricated from steel bar stock or steel forgings. All shafting shall be of S.A.E. 4140 or 1045 steel designed withing the limits set by the A.G.M.A. for shaft stresses and ground to close tolerances.

Gears and bearings shall be lubricated by the same lubricant. An oil level indicator shall be located in the housing to insure the proper amount of lubricant. The housing shall be of high strength cast iron rigidly constructed to maintain precise alignment of gears and bearings. The oil reservoir shall be of ample size to insure cool operation and provide the splash operation. Whenever splash lubrication is not effective to carry oil to gears and bearings, an oil pump shall be used for force-feed lubrication.

The A.G.M.A. thermal rating must exceed the mechanical rating of the reducer.

3. Provide 50 HP 240 volt 3 phase motors at LS #4
4. Provide comparable Helical Gearbox to existing - Foote-Jones MM-6100-B with Foote-Jones 736x concentric shaft reducer, target output 38 RPM, foot mounted output shaft to be mounted 38 degrees down from horizontal. Oil Drain breather, dipstick or site level gauge shall be suitable for 38 degree slope. Gears shall be fabricated from high quality steel forgings and pinions shall be fabricated from steel bar stock or steel forgings. All shafting shall be of S.A.E. 4140 or 1045 steel designed withing the limits set by the A.G.M.A. for shaft stresses and ground to close tolerances.

Gears and bearings shall be lubricated by the same lubricant. An oil level indicator shall be located in the housing to insure the proper amount of lubricant. The housing shall be of high strength cast iron rigidly constructed to maintain precise alignment of gears and bearings. The oil reservoir shall be of ample size to insure cool operation and provide the splash operation. Whenever splash lubrication is not effective to carry oil to gears and bearings, an oil pump shall be used for force-feed lubrication.

The A.G.M.A. thermal rating must exceed the mechanical rating of the reducer.

5. Provide installation of the above referenced components to existing conditions. Installation shall include removal of existing components to SSA#1 shop.
6. Any modifications to existing conditions shall be included in proposed price and be approved by SSA#1 management prior to completion.
7. Installation shall be sequenced so as to leave one screw per station operational at all times.

4.0 Bid Form

MADISON COUNTY SPECIAL SERVICE AREA #1
C/o Administrative Services
157 N. Main Street, Suite 57
Edwardsville, Illinois 62025

Proposal for: Motor and Gearbox Replacement for Madison County Special Service Area #1, 301 East Chain of Rocks Road, Granite City, Illinois 62040

Proposal of _____ *(Hereinafter: Bidder)

* a corporation incorporated under the Laws of the State of _____,

*a partnership or an individual doing business as _____

(scratch out non-applicable notations)

1. The Bidder having examined the General Requirements, Project Specifications and location of the proposed work; 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.
2. The Bidder acknowledges the receipt of the following addenda.
Addendum No. 1 _____
Addendum No. 2 _____

3. BASE BID PROPOSAL

The Bidder agrees to furnish all labor, materials, and equipment necessary to perform the work defined in the Scope of the Madison County Special Service Area #1 Motor and Gearbox Replacement Request for Proposal, for the sum of:

_____ Dollars (\$ _____)

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

Respectfully submitted,

By: _____

(Name)

(Telephone)

(Title)

(Business Address)

(Email)

“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 – GEARBOX REPLACEMENT”**, 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 1:00 P.M., then publicly opened and read aloud at 1:15 P.M. Monday, April 8, 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

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.

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
A
COMPANY
B
COMPANY
C
COMPANY
D

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

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.

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.

**HOLD HARMLESS AND
INDEMNIFICATION AGREEMENT**

Contractor shall indemnify, defend and save Harmless Madison County from and against any and all claims, debts, damages, judgements, awards, losses, liabilities, interest, attorney's fees, costs and expenses of whatsoever kind or nature to the extent caused or occasioned by, or contributed to by the negligence of Contractor or anyone acting under its direction or control or on its behalf in connection with or incidental to any contracts between the contractor and Madison County. 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 real or personal property, including property of Madison County, Contractor, other contractors and subcontractors. 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 consistent with subcontractor's indemnity obligation 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. In no event shall Contractor be liable for and Contractor expressly disclaims any liability for any incidental or consequential damages no matter under what theory or facts advanced.

In any and all claims against Madison County 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.

If, for any reason during the performance of the above stated 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.

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.

This Hold Harmless and Indemnification Agreement shall apply to all contracts between the Contractor and Madison County.

Dated: _____

Authorized Representative

Contractor Name

Address

City/State/Zip Code

Telephone Number

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. **Wavier 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

Please send the signed copy of this document and a certificate of insurance to:
sjperjak@madisoncountyil.gov