



## **PLEASE READ THE FOLLOWING CAREFULLY:**

Every vendor **MUST** provide a complete *Certificate of Liability Insurance (COI)* as well as agree to and sign our *Hold Harmless and Vendor Agreements* **WHEN SUBMITTING A BID** with Madison County Government.

On the next pages you will find our Hold Harmless and Vendor Agreements, as well as a sample COI that lists all our required coverages and limits. We require every vendor to have **ALL** highlighted coverages, limits and to have the language in the description box to be **verbatim**. All these documents must be approved by Safety and Risk to proceed with any project. (Please note, Safety & Risk may require additional coverages depending on the scope of the project.) Failure to comply with any of these requirements may result in a rejection of a vendor's bid.

**If you have questions or concerns about the Certificate of Liability Insurance, please contact Safety & Risk (618-296-4567) before submitting a bid to Madison County Government.**

**If you cannot meet these requirements, please do not submit a bid with Madison County Government**

<b>ACORD # CERTIFICATE OF INSURANCE</b>							DATE(MM/DD/YY)	
<b>PRODUCER</b>					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.			
<b>INSURED</b>  <div style="text-align: center;">Sample Certificate</div>					COMPANIES AFFORDING COVERAGE			
					COMPANY <b>A</b>			
					COMPANY <b>B</b>			
					COMPANY <b>C</b>			
					COMPANY <b>D</b>			
<b>COVERAGES</b>								
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	
<b>A</b>	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
<b>A</b>	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				BODILY INJURY (Per person)	
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	
	<input checked="" type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE	
	<input checked="" type="checkbox"/> HIRED AUTOS							
	GARAGE LIABILITY						AUTO ONLY - EA ACCIDENT	
							OTHER THAN AUTO ONLY:	
							EACH ACCIDENT	
							AGGREGATE	
<b>A</b>	EXCESS LIABILITY						EACH OCCURRENCE	
	<input type="checkbox"/> UMBRELLA FORM						AGGREGATE	
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM							
<b>A</b>	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
	THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL		<input checked="" type="checkbox"/>				EL EACH ACCIDENT	\$ 500,000
							EL DISEASE - POLICY LIMIT	\$ 500,000
							EL DISEASE - EMPLOYEE	\$ 500,000
<b>A</b>	OTHER							
	<input checked="" type="checkbox"/> Cyberliability	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				EACH OCCURRENCE & AGGREGATE	\$1,000,000 each
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.								
<b>CERTIFICATE HOLDER</b>								
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  <div style="float: right;">5/17/2023</div>			
ACORD 25-S (3/93)					ACORD CORPORATION 1993			

## **HOLD HARMLESS AND INDEMNIFICATION AGREEMENT**

Contracting Party 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 Contracting Party or anyone acting under its direction or control or on its behalf in connection with or incidental to any contracts between the Contracting Party and Madison County. All questions involving contributory acts, omissions, fault, or negligence of Madison County with Contracting Party 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, Contracting Party, other contracting parties and subcontractors and damage to any real or personal property, including property of Madison County, Contracting Party, other contracting parties and subcontractors. Contracting Party 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 Contracting Party be liable for, and Contracting Party 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 Contracting Party, anyone directly or indirectly employed by Contracting Party or anyone for whose acts Contracting Party 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 Contracting Party 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, Contracting Party rents, leases or uses equipment of Madison County, Contracting Party 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, Contracting Party shall be liable to Madison County for any loss or damage to that equipment.

This agreement shall specifically not require Contracting Party 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 Contracting Party and Madison County.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Contracting Party 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. **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

Please send the signed copy of this document and a certificate of insurance to:  
[sjperjak@madisoncountytill.gov](mailto:sjperjak@madisoncountytill.gov)