

INSURANCE & INDEMNIFICATION

To the fullest extent permitted by law, Bidder shall indemnify, defend and hold harmless the City, its officers, employees, agents, boards and commissions from and against any and all claims, suits, judgments, costs, attorney's fees, damages or other relief, including but not limited to worker's compensation claims, in any way resulting from or arising out of negligent actions or omissions of the Bidder in connection herewith, including negligence or omissions or agents of the Bidder arising out of the performance of this Agreement and/or the Subject Services. In the event of any action against the City, its officers, employees, agents, boards or commissions covered by the foregoing duty to indemnify, defend and hold harmless, such action shall be defended by legal counsel of the City's choosing. The provisions of this section shall survive any expiration, completion and/or termination of this Agreement.

Bidder agrees to obtain, furnish, and maintain in full force and effect during the entire term of this Agreement, at its sole cost, the insurance coverages outlined herein. All of said insurance shall be written by, and secured from, companies approved to do business and issue insurance in the State of Illinois and must be rated "A-" or better, in accordance with the latest edition of Best's Insurance Guide, published by A.M. Best Company, Inc. or its equivalent.

The comprehensive general liability insurance shall be endorsed to include independent contractors, contractual liability, personal injury, products/completed operations liability, broad form property damage, and cross liability and severability of interest provisions. Policies provided hereunder shall not contain XCU exclusions relating to explosion, collapse and underground property damage. All liability insurance shall be written on an occurrence basis. Automobile liability insurance should include coverage for all owned, non-owned, hired and leased vehicles.

All insurance policies shall be written in the name of the Bidder and such insurance shall be primary and noncontributory with any insurance or self-insurance program afforded to the City of Elgin.

Comprehensive Liability	
General Aggregate	\$2 Million
Products Completed Operations Aggregate	\$2 Million
Personal Injury and Advertising Limit	\$1 Million
Each Occurrence	\$1 Million
Automobile Liability	
Combined Single Limit	\$1 Million
Umbrella Liability	
Each Occurrence	\$2 Million
General aggregate	\$2 Million
Worker's Compensation	
Statutory	As required by state law
Employer's Liability	\$1,000,000 Each Accident
	\$1,000,000 Each Emp for Disease
	\$1,000,000 Policy Limit for Disease

The Bidder may purchase and maintain excess liability insurance in the umbrella form in order to satisfy the limits of liability required in accordance with the requirements set forth above. The comprehensive liability and umbrella policies must name the City of Elgin as additional insured. The workers' compensation policy shall include a waiver of subrogation in favor of the City. The Bidder shall be responsible for and shall bear the risk of loss and damage to any property of Bidder and any property for which it is responsible or in its care, custody, or control, wherever located. Any insurance provided for such property shall be solely at Bidder's expense.

Prior to the commencement of any work under this Agreement, Bidder shall furnish Certificates of Insurance acceptable to the City and conforming to the insurance coverage required herein. The policy cancellation notification provision will provide the City with at least thirty (30) days written notice in the event of cancellation or material change.

The City reserves the right, at its sole discretion, to amend the insurance requirements contained herein.