



## AMENDMENT FOR CONTRACT RENEWAL

This contract, made and entered into by The County of DuPage, 421 North County Farm Road, Wheaton, Illinois, 60187, hereinafter called the "COUNTY" and YAMI VENDING INC., located at 8141 Austin Avenue, Morton Grove, Illinois 60053 hereinafter called the "CONTRACTOR", witnesseth;

The COUNTY and the CONTRACTOR have previously entered into a Contract, pursuant to Bid #20-012-CARE which became effective on 04/01/2021 and which will expire 03/31/2023. The contract is subject to a second of two options to renew for a twelve (12) month period.

The contract renewal shall be effective on the date of last signature, and shall terminate on 03/31/2024.

The parties now agree to renew said agreement, upon the same terms as previously agreed to, as specified in the original contract.

**CONTRACTOR**

**Signature on File**

SIGNATURE

**Liat Segal**

PRINTED NAME

**President**

PRINTED TITLE

**03/02/2023**

DATE

**THE COUNTY OF DUPAGE**

SIGNATURE

**Nickon Etminan**

PRINTED NAME

**Buyer II**

PRINTED TITLE

DATE

## SECTION 5 - INSURANCE REQUIREMENTS

The Contractor and Subcontractors or Partners will purchase and maintain insurance for the coverages for a minimum of three (3) years after completion of the Contract.

Upon notice of acceptance of Bid, the successful bidder shall, within fifteen (15) calendar days of said notice, furnish to the Purchasing Agent a certificate of Insurance and provide policy endorsements evidencing specific coverage of the types of insurance in the amounts specified below. Such coverage shall be placed with a responsible company acceptable to DuPage County licensed to do business in the State of Illinois, and with a minimum insurance rating of A: VII as found in the current edition of A M Best's Key Rating Guide. Each policy shall bear an endorsement precluding the cancellation or reduction of said policies without providing DuPage County thirty (30) days prior notice thereof in writing. All required insurance shall be maintained by the contractor in full force and effect during the life of the contract, and until all work has been approved and accepted by DuPage County. The Bidder is responsible for all insurance deductibles and Self-Insured Retentions.

TYPE OF INSURANCE	MINIMUM ACCEPTABLE LIMITS OF LIABILITY
**Workers Compensation	Statutory
Employers Liability A. Each Accident & Disease	\$1,000,000
*Commercial General Liability	\$2,000,000
*Umbrella Excess Liability (over primary) B. Retention for Self-Insured Hazards (each occurrence)	\$5,000,000
* Business Auto Liability	\$1,000,000

\* In addition to a Certificate of Insurance, the following Endorsements are REQUIRED:

- 1) An "Additional Insured" Endorsement
- 2) "Waiver of Subrogation"
- 3) "Insurance is Primary and Non-Contributory to Additional Insured"

If any policy or coverage is written as "claims made" then coverage must be maintained for 4 years after project completion.

At all times during the term of the contract, the Bidder and its independent contractors shall maintain, at their sole expense, insurance coverage for the Bidder, its employees, officers and Independent contractors, as follows:

Note:

- It is the responsibility of Bidder to provide a copy of this BID to their insurance
- It may also be required that the Bidder's insurer and coverage be approved by the DuPage County prior to execution of the Contract.
- No work shall be started until receipt of Certificate of Insurance.

The County of DuPage shall be named as additionally insured on all certificates of insurance. Insurance certificates shall also reference project name and BID NUMBER.

Certificates should be emailed to: [donna.weidman@dupageco.org](mailto:donna.weidman@dupageco.org)

The insurance carrier of the insured is required to notify the County of DuPage of termination of any or all of these coverages, prior to the completion of any contract, at least 30 days prior to expiration.

**CHANGES IN, OR TERMINATION OF, INSURANCE COVERAGE:** The insurance carrier of the insured is required to notify DuPage County of termination of any of these coverage's, prior to the completion of any contract, at least 30 days prior to expiration.

**INSURANCE RATING:** All the above-specified types of insurance shall be obtained from companies that have at least an A rating in Best's Guide or the equivalent.

**SURVIVAL OF INDEMNIFICATION:** The indemnification described above shall not be limited due to the enumeration of any insurance coverage herein provided, and indemnification shall survive the termination of the Contract.

**NOTICE OF LAWSUIT:** Within 60 days of service of process, DuPage County shall notify the Bidder of any lawsuit involving the indemnification provided for above. Failure to provide such notice shall not relieve the Bidder of its obligation to provide indemnification. However, DuPage County shall be responsible for any additional costs of defense incurred due to their failure to provide such notice within 60 days.

**CHOICE OF LEGAL COUNSEL:** The Bidder shall provide coverage as provided in the contract and retains the right to choose legal counsel subject to the approval of DuPage County, and appointment by the State's Attorney.

**RIGHTS RETAINED:** Notwithstanding the foregoing, nothing contained herein shall be deemed to constitute a waiver of any defenses or immunities otherwise available to DuPage County.