

INDEMNIFICATION; INSURANCE

Indemnification. The CONTRACTOR agrees that it will save and protect, hold harmless, indemnify, and defend the COUNCIL and its members, agents, and employees against any and all claims, expenses (including attorneys' fees), losses, damages, or lawsuits for damage or injury arising out of or resulting from the CONTRACTOR's performance of the contract, including acts or omissions of its employees, subcontractors, representatives, agents, or any other party for whom CONTRACTOR may be liable, except to the extent such claim, expense, loss, or damage is solely related to the sole negligence of the COUNCIL.

Insurance Requirements. The CONTRACTOR shall procure and maintain the following insurance:

1. Commercial General Liability occurrence form, ISO CG 00 01 or equivalent, and if necessary, an Umbrella Liability policy on a following-form basis, providing coverage for, but not limited to, liability arising from premises, operations, independent contractors, products- completed operations, personal injury and advertising injury, and contractual liability assumed under this contract, including contractual liability for any work within 50' of a Railroad (**ISO CG 24 17, or equivalent**). Policy must be maintained for a period of two years after Final Acceptance of the Work. Limits of insurance shall not be less than \$2,000,000 per occurrence. If the policy contains an annual aggregate, then it shall apply separately to this project. Council shall be listed as an Additional Insured, on a primary and non-contributory basis, utilizing **ISO CG 20 26 07 04** and **ISO CG 20 37 07 04**, or their equivalent;
2. Business automobile coverage, ISO CA 00 01, 1997 or later edition, and if necessary, an Umbrella Liability policy on a following-form basis, for liability arising out of the operation, maintenance, or use of any automobile, whether owned, non-owned, rented or leased. Limits shall not be less than \$2,000,000 each Accident;
3. Workers' Compensation to be statutory. Employer's Liability with a limit not less than \$1,000,000 each person per accident, \$1,000,000 each employee by disease, and \$1,000,000 all employees by disease.
4. Contractor's Pollution Liability. For any excavation or boring work, Contractor shall maintain this coverage with limits not less than \$1,000,000 each claim and \$2,000,000 annual aggregate. Coverage shall include bodily injury, property damage, including loss of use of property, clean-up costs, defense (including costs and expenses incurred in the investigation, defense, or settlement of claims), products and/or completed operations, and contractual liability. Coverage shall also be provided for transport of waste and non-owned disposal sites, if Contractor is disposing of waste.
 - 4.1 The Metropolitan Council shall also be listed as an insured on such policy.
 - 4.2 If CPL policy is written on a claims-made basis, then retroactive date must precede the earlier of either i.) the effective date of this contract, or ii.) the date work begins and shall provide an extended reporting period.
5. Each policy of CONTRACTOR shall be endorsed to state that the insurer agrees to waive all rights of subrogation, contribution, and recovery that may exist against the COUNCIL, its members, agents, and employees, for losses arising out of the performance of this contract.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTUAL LIABILITY – RAILROADS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Scheduled Railroad:	Designated Job Site:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect to operations performed for, or affecting, a Scheduled Railroad at a Designated Job Site, the definition of "insured contract" in the Definitions section is replaced by the following:

9. "Insured Contract" means:

- a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b.** A sidetrack agreement;
- c.** Any easement or license agreement;
- d.** An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e.** An elevator maintenance agreement;
- f.** That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

- (1)** That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a)** Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b)** Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- (2)** Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph **(1)** above and supervisory, inspection, architectural or engineering activities.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
<p style="font-size: 48px; opacity: 0.3; transform: rotate(-30deg);">EXAMPLE</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".