



## 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. 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.