BOARD OF PUBLIC WORKS AND SAFETY (Form B-01-2012)
Agenda Request Form

Organizations and individuals are asked to submit a request form and supporting documents to be placed on the agenda. You will be contacted by the City confirming the date of the meeting in which your request will be heard. Please make sure that your contact information is accurate in case we need to get in touch with you. The Board of Works meets on the 1st and 3rd Monday of each month at 5:00 p.m. in City Hall located at 70 E. Monroe Street.

Date Submitted:	03/11/13	**Meeting Date:**	03/18/13
Contact Information:			
Requested by:	Janet P. Alexander		
On Behalf of Organization or Individual:	City of Franklin		
Telephone:	317-736-3609		
Email address:	jalexander@franklin.in.gov		
Mailing Address:	70 E. Monroe Street		
Describe Request:			
Updating Liability Insurance Requirements for Contractors & Vendors			
List Supporting Documentation Provided:			
E-mail from John Auld			
Contractor Indemnification with strike-outs			
New Contractor Indemnification Requirements			
Who will present the request?			
Name:	Janet P. Alexander	**Telephone:**	317-736-3609

Kathy Cragen

From: John W. Auld [jauld@franklin-insurance.net]
Sent: Tuesday, March 05, 2013 10:30 AM
To: Kathy Cragen
Cc: Janet Alexander
Subject: Contractors / Vendors
Attachments: Indemnification & Insurance Req.doc

Kathy,

Good news... at least for your contractors / vendors. We have confirmed the City's new insurance policy will not require "Primary & Non-Contributory" endorsement from your contractors / vendors insurance polilies. The new policy language makes the City insurance secondary to any other collectable coverage. I am attaching the edited indemnification agreement for you to use from this point forward.

Please let me know if you have any questions.

John W. Auld
Franklin Insurance Agency
P.O. Box 189
Franklin, IN 46131

Phone: 317-736-8277
Fax: 317-736-8056
Cell: 317-694-4546

CONTRACTOR INDEMNIFICATION

The Work performed by the Contractor shall be at the risk of that Contractor exclusively. To the fullest extent permitted by law, Contractor shall indemnify, defend (at their sole expense) and hold harmless the **City of Franklin** and their employees ("Indemnified Parties"), from and against any and all claims for bodily injury, death or damage to property, demands, damages, actions, causes of action, suits, losses, judgments, obligations and any liabilities, costs and expenses (including but not limited to investigative and repair costs, attorneys' fees and costs, and consultants' fees and costs) ("Claims") which arise or are in any way connected with the Work performed, Materials furnished, or Services provided under this Agreement by the Contractor or its agents. These indemnity and defense obligations shall apply to any acts or omissions, negligent or willful misconduct of the Contractor, its employees or agents, whether active or passive. The Contractor's indemnification and defense obligations hereunder shall extend to Claims occurring after this Agreement is terminated as well as while it is in force, and shall continue until it is finally adjudicated.

INSURANCE REQUIREMENTS

Upon execution of this Agreement, and prior to the Contractor commencing any work or services, the Contractor shall provide the **City of Franklin** with a Certificate of Insurance as evidence of Commercial General Liability insurance, Workers' Compensation and Automobile Liability for any employees, agents, or Subcontractors of the Contractor. The **City of Franklin** shall be listed as an Additional Insured on Commercial General Liability, Automobile Liability, and Umbrella as noted below.

The Contractor's liability coverage shall use ISO form CG 00 01 10 01 (or equivalent coverage) and include the **City of Franklin** as an Additional Insured using ISO Form CG 20 10 11 85 (or equivalent coverage) or on the combination of ISO Forms CG 20 10 10 01 and CG 20 37 10 01 (or equivalent coverage). ~~This Additional Insured coverage shall apply as primary & non-contributory insurance with respect to any other insurance afforded to the **City of Franklin** and include automobile liability~~. Such insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). There shall be no endorsement or modification of the Commercial General Liability form arising from explosion, collapse, underground property damage or work performed by subcontractors.

The coverage limits shall not be less than the following:

Commercial General Liability Insurance:
- $1,000,000 Each Occurrence
- $2,000,000 General Aggregate
- $2,000,000 Products/Completed Operations Aggregate
- $1,000,000 Personal and Advertising Injury

Workers' Compensation and Employers' Liability Insurance: (or Exemption)
- $ 100,000 Bodily Injury by Accident
- $ 500,000 Bodily Injury by Disease - Policy Limit
- $ 100,000 Bodily Injury by Disease - Each Employee

Automobile Liability:
- $1,000,000 Each Accident

Commercial Umbrella:
- $1,000,000 Each Occurrence
- $1,000,000 General Aggregate

All coverage shall be placed with an insurance company duly admitted in the State of Indiana and have an AM Best rating of "A-" or better. Each Certificate of Insurance shall provide that the insurer must give the **City of Franklin** at least 30 days' prior written notice of cancellation and termination of the Contractor's coverage.

CONTRACTOR INDEMNIFICATION

The Work performed by the Contractor shall be at the risk of that Contractor exclusively. To the fullest extent permitted by law, Contractor shall indemnify, defend (at their sole expense) and hold harmless the **City of Franklin** and their employees ("Indemnified Parties"), from and against any and all claims for bodily injury, death or damage to property, demands, damages, actions, causes of action, suits, losses, judgments, obligations and any liabilities, costs and expenses (including but not limited to investigative and repair costs, attorneys' fees and costs, and consultants' fees and costs) ("Claims") which arise or are in any way connected with the Work performed, Materials furnished, or Services provided under this Agreement by the Contractor or its agents. These indemnity and defense obligations shall apply to any acts or omissions, negligent or willful misconduct of the Contractor, its employees or agents, whether active or passive. The Contractor's indemnification and defense obligations hereunder shall extend to Claims occurring after this Agreement is terminated as well as while it is in force, and shall continue until it is finally adjudicated.

INSURANCE REQUIREMENTS

Upon execution of this Agreement, and prior to the Contractor commencing any work or services, the Contractor shall provide the **City of Franklin** with a Certificate of Insurance as evidence of Commercial General Liability insurance, Workers' Compensation and Automobile Liability for any employees, agents, or Subcontractors of the Contractor. The **City of Franklin** shall be listed as an Additional Insured on Commercial General Liability, Automobile Liability, and Umbrella as noted below.

The Contractor's liability coverage shall use ISO form CG 00 01 10 01 (or equivalent coverage) and include the **City of Franklin** as an Additional Insured using ISO Form CG 20 10 11 85 (or equivalent coverage) or on the combination of ISO Forms CG 20 10 10 01 and CG 20 37 10 01 (or equivalent coverage). Such insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). There shall be no endorsement or modification of the Commercial General Liability form arising from explosion, collapse, underground property damage or work performed by subcontractors.

The coverage limits shall not be less than the following:

Commercial General Liability Insurance:

$1,000,000	Each Occurrence
$2,000,000	General Aggregate
$2,000,000	Products/Completed Operations Aggregate
$1,000,000	Personal and Advertising Injury

Workers' Compensation and Employers' Liability Insurance: (or Exemption)

$ 100,000	Bodily Injury by Accident
$ 500,000	Bodily Injury by Disease - Policy Limit
$ 100,000	Bodily Injury by Disease - Each Employee

Automobile Liability:

$1,000,000	Each Accident

All coverage shall be placed with an insurance company duly admitted in the State of Indiana and have an AM Best rating of "A-" or better. Each Certificate of Insurance shall provide that the insurer must give the **City of Franklin** at least 30 days' prior written notice of cancellation and termination of the Contractor's coverage.

(This document is only intended as a guide. We strongly recommend you review the information with your attorney before including in a contract.)