

## Temporary Front Driveway Covers Pilot

### Appendix B: Insurance Requirements

#### 1.1 Insurance Requirements

1. Throughout the term of the Temporary Driveway Covers Pilot, the Participant Contractor will, at its own cost and expense, with insurance companies satisfactory to The City and allowed by the laws of the Province of Alberta to provide insurance in Alberta, maintain the following insurance coverage:

- (a) general liability insurance for bodily injury (including death) and property damage in an amount not less than FIVE MILLION (\$5,000,000.00) DOLLARS CND per occurrence. A combination of Commercial General Liability, Umbrella Liability, and/or Excess Liability insurance policies may be used. This coverage must be equivalent to coverage afforded by the most recent version of the IBC 2100 policy, and must include:
  - i) The City of Calgary as an additional insured;
  - ii) a cross liability clause;
  - iii) blanket contractual liability coverage;
  - iv) a non-owned automobile liability clause;
  - v) products and completed operations coverage;
  - vi) the waiving of every right of subrogation by the insurance company or companies against The City arising out of or in any way connected with the performance of the Pilot; and
  - vii) no participant's exclusionary clause.
- (b) property insurance on an "All Risks" basis for the full replacement cost of all property owned and/or operated by the Participant Contractor;
- (c) An automobile third party liability insurance policy (Owner's form) for bodily injury (including death) and property damage in an amount of not less than TWO MILLION DOLLARS (\$2,000,000) CDN inclusive limit for any one occurrence insuring each and every automobile used in the performance of this Pilot;
- (d) the Participant Contractor will maintain Cyber and privacy liability insurance covering actual or alleged acts, errors or omissions committed by the Participant Contractor its agents, subcontractors, or employees in an amount not less than TWO MILLION DOLLARS (\$2,000,000) CDN inclusive limit for any one occurrence. The policy shall include coverage for cyber security risks (such as data breaches, unauthorized access/use, ID theft, privacy violations, degradations, and downtime), failure to protect confidential information from

- disclosure, personal injury, and infringement of intellectual property, including copyrights and trademarks, defense of any regulatory action involving a breach of privacy and notification costs, whether or not required by statute. The City shall be endorsed as an additional Insured, and the policy will include no provision that would prevent, preclude, or exclude a claim brought by The City; and
2. The Participant Contractor will be responsible for all deductibles that may apply in any of the required insurance policies.
  3. The Participant Contractor covenants and agrees that The City's insurance requirements will not be construed to and will not, in any manner, limit or restrict the liability of Participant Contractor.
  4. The insurance requirements set out above will be primary and The City's insurance will be non-contributory.
  5. The Participant Contractor agrees that The City, acting reasonably, may require the Participant Contractor to carry new types, forms and amounts of insurance. The City may require these changes once a year during the term of the Pilot. The Participant Contractor will make any changes to the insurance within THIRTY (30) DAYS of being notified.

## **1.2 Proof of Insurance**

The Participant Contractor will provide The City with proof of the insurance required in the form of valid certificates of insurance and that confirm the required coverage, before the execution of the Pilot by The City, and renewal replacements on or before the expiry of any such insurance. The Participant Contractor will ensure that each of its subcontractors obtains all the necessary and appropriate insurance that a prudent person in the business of the subcontractor would maintain and that the Indemnified Parties are named as additional insured with respect to any liability arising in the course of performance of the subcontractor's obligations under the subcontract.

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