

SCHEDULE "L"

INSURANCE REQUIREMENTS

1. Applicant To Provide

The applicant shall procure and maintain, at its own expense and cost, the insurance policies listed in section 2 of this Schedule, with limits no less than those shown in the respective items, unless in connection with the performance of some particular part of the work, services and/or occupancy the City advises in writing that it has determined that the exposure to liability justifies less limits. The insurance policy or policies shall be maintained continuously from commencement of the work, services and/or occupancy until the date that the City certifies in writing completion of the work, services and/or occupancy or such further period as may be specified by the City.

2. Insurance

As a minimum, the applicant shall, without limiting its obligations or liabilities under any other contract with the City, procure and maintain, at its own expense and cost, the following insurance policies:

2.1 Workers' Compensation Insurance covering all employees of applicant engaged in the work, services and/or occupancy in accordance with the statutory requirements of the province or territory having jurisdiction over such employees.

2.2 Comprehensive General Liability Insurance

BL9012 amended paragraph (i):

- (i) providing for an inclusive limit of not less than \$5,000,000.00 for each occurrence or accident, except in the case of a Sidewalk/Roadway Occupancy Permit issued for temporary seating and tables on a sidewalk or walkway where there is no outdoor cooking facilities the limit shall be \$2,000,000.00 for each occurrence.;
- (ii) providing for all sums which the applicant shall become legally obligated to pay for damages because of bodily injury (including death at any time resulting therefrom) sustained by any person or persons or because of damage to or destruction of property caused by an occurrence or accident arising out of or related to the work, services and/or occupancy or any operations carried on in connection with this permit;
- (iii) including coverage for Products/Completed Operations, Blanket Contractual, Contractor's Protective, Personal Injury, Contingent Employer's Liability, Broad Form Property Damage, and Non-Owned Automobile Liability.
- (iv) providing for Completed Operations Liability to continue for a period of 24 months after total completion of the Work or any part of the Work.
- (v) including a Cross Liability clause providing that the inclusion of more than one Insured shall not in any way affect the rights of any other Insured hereunder, in respect to any claim, demand, suit or judgement made against any other Insured.

2.3 Automobile Liability Insurance covering all motor vehicles, owned, operated and used or to be used by the applicant directly or indirectly in the performance of the work, services and/or occupancy. The Limit of Liability shall not be less than \$2,000,000 inclusive, for loss or damage including personal injuries and death resulting from any one accident or occurrence. Automobile Liability Insurance coverage shall not be required for Sidewalk/Roadway Occupancy permits issued under section 7.1.14 of this bylaw.

3. **The City Named As Additional Insured**

The policies required by sections 2.2 and 2.3 above shall provide that the City is named as an Additional Insured thereunder and that said policies are primary without any right of contribution from any insurance otherwise maintained by the City.

4. **Applicant's Sub-contractors**

The Contractor shall require each of its sub-contractors to provide comparable insurance to that set forth under section 2 of this Schedule.

5. **Certificates of Insurance**

The applicant agrees to submit Certificates of Insurance (Schedule "L-1") for itself and for all of its sub-contractors to the Risk Management Department of the City prior to commencing the work, services and/or occupancy. Such Certificates shall provide that 30 days' written notice shall be given to the Risk Management Department of the City, prior to any material changes or cancellations of any such policy or policies.

6. **Other Insurance**

After reviewing the applicant's Certificates of Insurance, the City may require other insurance or alterations to any applicable insurance policies in force during the period of this contract and will give notifications of such requirement. Where other insurances or alterations to any insurance policies in force are required by the City and result in increased insurance premium, such increased premium shall be at the applicant's expense.

7. **Additional Insurance**

The applicant may take out such additional insurance, as it may consider necessary and desirable. All such additional insurance shall be at no expense to the City. The applicant shall ensure that all of its sub-contractors are informed of and comply with the City's requirements set out in this Schedule "L".

8. **Insurance Companies**

All insurance, which the applicant is required to obtain with respect to this permit, shall be with insurance companies registered in and licensed to underwrite such insurance in the Province of British Columbia.

9. **Failure to Provide**

If the applicant fails to do all or anything which is required of it with regard to insurance, the City may do all that is necessary to effect and maintain such insurance, and any monies expended by the City shall be repayable by and recovered from the applicant. The applicant expressly authorizes the City to deduct from any monies owing the applicant, any monies owing by the applicant to the City.

10. Non-payment of Losses

The failure or refusal to pay losses by any insurance company providing insurance on behalf of the applicant or any sub-contractor shall not be held to waive or release the applicant or sub-contractor from any of the provisions of the Insurance Requirements or this permit, with respect to the liability of the applicant otherwise. Any insurance deductible maintained by the applicant or any sub-contractor under any of the insurance policies is solely for their account and any such amount incurred by the City will be recovered from the applicant as stated in section 9 of the Schedule.



**SCHEDULE "L-1"
CERTIFICATE OF INSURANCE**

This Certificate is issued to: **The City of Kelowna**
 1435 Water Street
 Kelowna, BC V1Y 1 J4

Insured

Name:	
Address:	

Broker

Name:	
Address:	

Location and nature of operation or permit to which this Certificate applies:

<u>Type of Insurance</u>	<u>Company & Policy Number</u>	<u>Policy Dates</u>		<u>Limits of Liability/Amounts</u>
		<u>Effective</u>	<u>Expiry</u>	
Section 1 Comprehensive General Liability including: • Products/Completed Operations; • Blanket Contractual; • Contractor's Protective; • Contingent Employer's Liability; • Broad Form Property Damage; • Non-Owned Automobile;				Bodily Injury and Property Damage \$ <u>5,000,000</u> Inclusive \$ _____ Aggregate \$ _____ Deductible
Section 2 Automobile Liability				Bodily Injury and Property Damage \$ <u>2,000,000</u> Inclusive
Section 3 Umbrella/Excess Liability				\$ _____ Excess of Section 1 \$ _____ Excess of Section 2

- It is understood and agreed that the policy/policies noted above shall contain amendments to reflect the following:
1. Any Deductible or Reimbursement Clause contained in the policy shall not apply to the City of Kelowna and shall be the sole responsibility of the party named above.
 2. The City of Kelowna is named as an Additional Insured.
 3. 30 days prior written notice of material change and/or cancellation will be given to the City of Kelowna

_____ Date _____
 Print Name Authorized Signatory