

SpryPoint

SMART SOLUTIONS FOR SMART UTILITIES



CITY OF
GRAND RAPIDS
IT'S IN MINNESOTA'S NATURE



**GRAND RAPIDS
PUBLIC UTILITIES**
Service is Our Nature

Exhibit D – Insurance Coverage

*45 Queen Street
Charlottetown,
PE
C1A 4A4, Canada*

sprypoint.com

SpryPoint will maintain during the entire Term of this Agreement, at its own expense, the insurance coverage below which meets or exceeds the coverages and limits as specified in the Client's RFP. The policies shall include an endorsement naming Client as an additional insured with respect to the provision of services provided under this agreement. Insurance coverage for this agreement will be at a minimum as follows:

1. COMMERCIAL GENERAL LIABILITY INSURANCE

SpryPoint shall maintain Commercial General Liability Insurance covering all operations by or on behalf of SpryPoint on a per occurrence basis against claims for personal injury and property damage. Policy limits are subject to review, but shall in no event be less than, the following:

\$3,000,000 Each Occurrence
\$6,000,000 General Aggregate
\$3,000,000 Personal and Advertising Injury
\$2,000,000 Products/Completed Operations Aggregate
\$2,000,000 Non-Owned Automobile

Coverage Includes:

- (a) Separation of Insureds, Cross Liability
- (b) Contractual Liability
- (c) Products-completed Operations
- (d) Contingent Employer's Liability

2. COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

SpryPoint shall maintain Commercial Automobile Liability Insurance covering liability arising out of the operation of any vehicle (including owned, non-owned and hired vehicles).

\$2,000,000 Each Occurrence
\$2,000,000 Annual Aggregate

3. ERRORS AND OMISSIONS AND CYBER INSURANCE

SpryPoint shall maintain Errors and Omissions and Cyber Insurance covering liability for third party claims and losses with respect to network risks (such as data breaches, transmission of virus/malicious code; unauthorized access or criminal use of third party, ID/data theft) and invasion of privacy regardless of the type of media involved in the loss of private information.

\$3,000,000 Per Claim



4. WORKERS' COMPENSATION

SpryPoint shall maintain Workers Compensation Insurance through the Workers Compensation Board of Prince Edward Island (WCBPEI). The Workers Compensation Board (WCBPEI) is a Provincial Government Organization that is responsible for all Workers Compensation related incidents for employees of companies based on Prince Edward Island. As an employer based in Prince Edward Island, SpryPoint is legally required to maintain Workers Compensation insurance through WCBPEI. If there is a workplace incident related to SpryPoint employees, coverage is provided by the WCBPEI regardless of the location. SpryPoint will provide Client with a copy of the Workers Compensation Clearance letter issued by WCBPEI which confirms SpryPoint's coverage and that our account is in good standing.

5. ADDITIONAL INSURANCE RELATED PROVISIONS

5.1 SUBCONTRACTORS. SpryPoint agrees to ensure that subcontractors, and any other party involved with the Services who is brought onto or involved in the performance of the Services by SpryPoint, provide the same minimum insurance coverage required of SpryPoint. SpryPoint agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. SpryPoint agrees that upon request by Client, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to Client for review.

5.2 EVIDENCE OF COVERAGE. Prior to commencement of any Services under this Agreement, SpryPoint, and each and every subcontractor shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage as indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to the Client and as described in this Agreement. SpryPoint shall file with the Client all certificates and endorsements for the required insurance policies for Client's approval as to adequacy of the insurance protection.

5.3 TERMINATION. All policies shall contain an endorsement providing that written notice be given to the Client at least thirty (30) calendar days prior to termination, cancellation or reduction in coverage policy. Insurance policies shall remain in force until all work has been completed. If a policy does expire during the life of the Agreement, a renewal certificate of the required coverage will be sent to the Client not less than ten (10) workdays prior to expiration date.