

INSURANCE

A. **GENERAL REQUIREMENTS.** The Grantee at its sole expense shall procure and maintain, during the entire period of performance under this grant, the types of insurance specified below. The Grantee shall have its insurance broker or insurance company submit a Certificate of Insurance to DOEE giving evidence of the required coverage prior to commencing performance under this grant. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, DOEE. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A- / VII or higher. Should the Grantee decide to engage a subgrantee, contractor, subcontractor or subrecipient (a “subrecipient”) for segments of the work under this grant and wish to propose different insurance requirements than outlined below, then, prior to commencement of work by the subrecipient, the Grantee shall submit in writing the name and brief description of work to be performed by the subrecipient, on the Subcontractor Insurance Requirement Template provided by DOEE, to the Office of Risk Management (ORM). ORM will determine the insurance requirements applicable to the subrecipient, and promptly deliver such requirements in writing to the Grantee and DOEE. The Grantee must provide proof of the subrecipients required insurance prior to commencement of work by the subrecipient,. If the Grantee decides to engage a subrecipient, without requesting from ORM specific insurance requirements for the subrecipient, such subrecipient shall have the same insurance requirements as the Grantee.

General liability, commercial auto, workers' compensation and property insurance policies (if applicable to this agreement) shall contain a waiver of subrogation provision in favor of the Government of the District of Columbia.

The Government of the District of Columbia shall be included in all policies required hereunder to be maintained by the Grantee and its subrecipients (except for workers' compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this grant, with the understanding that any affirmative obligation imposed upon the insured Grantee or its subrecipient, (including without limitation the liability to pay premiums) shall be the sole obligation of the Grantee or its subrecipient,, and not the additional insured. The additional insured status under the Grantee's and its subrecipient, Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 **and** CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by DOEE in writing. All of the Grantee's and its subgrantees' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other

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insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Grantee or its subrecipient, or anyone for whom the Grantee or its subrecipient, may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

If the Grantee and/or its subrecipient, maintain broader coverage and/or higher limits than the minimums shown below, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Grantee and subrecipient,.

B. INSURANCE REQUIREMENTS

1. Commercial General Liability Insurance (“CGL”) - The Grantee shall provide evidence satisfactory to DOEE with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. (“ISO”) form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by DOEE in writing), covering liability for all ongoing and completed operations of the Grantee, including ongoing and completed operations under all contracts, subcontracts and subgrants, and covering claims for bodily injury, including without limitation sickness, disease or death of any persons, injury to or destruction of property, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an Insured Contract (including the tort liability of another assumed in a grant) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than \$1,000,000 each occurrence, a \$2,000,000 general aggregate (including a per location or per project aggregate limit endorsement, if applicable) limit, a \$1,000,000 personal and advertising injury limit, and a \$2,000,000 products-completed operations aggregate limit.
2. Automobile Liability Insurance - The Grantee shall provide evidence satisfactory to DOEE of commercial (business) automobile liability insurance written on ISO form GA 00 01 10 13 (or another form with coverage at least as broad and approved by DOEE in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Grantee, with minimum per accident limits equal to the greater of (i) the limits set forth in the Grantee’s commercial automobile liability policy or (ii) \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers’ Compensation Insurance - The Grantee shall provide evidence satisfactory to DOEE of Workers’ Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the grant is performed.

Employer's Liability Insurance - The Grantee shall provide evidence satisfactory to DOEE of employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.

All insurance required by paragraphs 1,2 and 3 shall include a waiver of subrogation endorsement for the benefit of Government of the District of Columbia.

4. Cyber Liability Insurance - The Grantee shall provide evidence satisfactory to the DOEE Grant Manager of Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Grantee in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. Limits may not be shared with other lines of coverage. A copy of the cyber liability policy must be submitted to the Office of Risk Management (ORM) for compliance review.
5. Environmental Liability/Grantees Pollution Liability Insurance - The Grantee shall provide evidence satisfactory to DOEE of environmental liability insurance covering losses caused by pollution or other hazardous conditions arising from ongoing or completed operations of the Grantee. Such insurance shall apply to bodily injury, property damage (including loss of use of damaged property or of property that has been physically injured), clean-up costs, transit and non-owned disposal sites. Coverage shall extend to defense costs and expenses incurred in the investigation, civil fines, penalties and damages or settlements. There shall be neither an exclusion nor a sublimit for mold or fungus-related claims. The minimum limits required under this paragraph shall be equal to the greater of (i) the limits set forth in the Grantee's pollution liability policy or (ii) \$2,000,000 per occurrence and \$2,000,000 in the annual aggregate. If such coverage is written on a claims-made basis, the Grantee warrants that any retroactive date applicable to coverages under the policy precedes the Grantee's performance of any work under the Grant and that continuous completed operations coverage will be maintained for at least ten (10) years or an extended reporting period shall be purchased for no less than ten (10) years after completion.

The Grantee also must furnish to DOEE - Owner certificates of insurance evidencing environmental liability insurance maintained by third party transportation and disposal site operators(s) used by the Grantee for losses arising from facility(ies)

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accepting, storing or disposing hazardous materials or other waste as a result of the Grantee's operations. Such coverages must be maintained with limits of at least the amounts set forth above.

6. Professional Liability Insurance (Errors & Omissions) - The Grantee shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Grant. The policy shall provide limits of \$1,000,000 per claim or per occurrence for each wrongful act and \$2,000,000 annual aggregate. The Grantee warrants that any applicable retroactive date precedes the date the Grantee first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services. Limits may not be shared with other lines of coverage.
7. Commercial Umbrella or Excess Liability - The Grantee shall provide evidence satisfactory to DOEE of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Grantee's umbrella or excess liability policy or (ii) \$5,000,000 per occurrence and \$5,000,000 in the annual aggregate, following the form and in excess of all liability policies. **All** liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by the District and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.

C. PRIMARY AND NONCONTRIBUTORY INSURANCE

The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.

- D. **DURATION.** The Grantee shall carry all required insurance until all grant work is accepted by the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this grant and two years for non-construction related contracts.
- E. **LIABILITY.** These are the required minimum insurance requirements established by the District of Columbia. However, the required minimum insurance requirements provided above will not in any way limit the Grantee's liability under this grant.
- F. **GRANTEE'S PROPERTY.** Grantee and subrecipient are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment.

A waiver of subrogation shall apply in favor of the District of Columbia.

- G. MEASURE OF PAYMENT. The District shall not make any separate measure or payment for the cost of insurance and bonds. The Grantee shall include all of the costs of insurance and bonds in the grant price.
- H. NOTIFICATION. The Grantee shall ensure that all policies provide that DOEE shall be given thirty (30) days prior written notice in the event of coverage and / or limit changes or if the policy is canceled prior to the expiration date shown on the certificate. The Grantee shall provide DOEE with ten (10) days prior written notice in the event of non-payment of premium. The Grantee will also provide DOEE with an updated Certificate of Insurance should its insurance coverages renew during the grant.
- I. CERTIFICATES OF INSURANCE. The Grantee shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Certificates of insurance must reference the corresponding grant number. Evidence of insurance shall be submitted to:

The Government of the District of Columbia

And mailed to the attention of:

Josh Schnitzlein
Department of Energy & Environment
Government of the District of Columbia
1200 First St. NE, 5th Floor
Washington, DC 20002
(202) 439-5715
joshua.schnitzlein@dc.gov

DOEE may request and the Grantee shall promptly deliver updated certificates of insurance, endorsements indicating the required coverages, and/or certified copies of the insurance policies. If the insurance initially obtained by the Grantee expires prior to completion of the grant, renewal certificates of insurance and additional insured and other endorsements shall be furnished to DOEE prior to the date of expiration of all such initial insurance. For all coverage required to be maintained after completion, an additional certificate of insurance evidencing such coverage shall be submitted to DOEE on an annual basis as the coverage is renewed (or replaced).

- J. DISCLOSURE OF INFORMATION. The Grantee agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any damages or claims resulting from or arising out of work performed by the Grantee, its agents, employees, servants or subrecipients in the performance of this grant.

K. CARRIER RATINGS. All Grantee's and its subrecipients insurance required in connection with this grant shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A- VII (or the equivalent by any other rating agency) and licensed in the District.