

APPEDIX 6: INSURANCE REQUIREMENTS FOR A GRANT TO PROVIDE DESIGN ASSISTANCE FOR HIGH PERFORMANCE BUILDINGS INCLUDING NET-ZERO ENERGY AND LOW EMBODIED CARBON DESIGNS – 11/24/2020

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 or subcontractor for segments of the work under this contract, then, prior to commencement of work by the subgrantee or subcontractor, the Grantee shall submit in writing the name and brief description of work to be performed by the subgrantee or subcontractor on the Subcontractors Insurance Requirement Template provided by DOEE). DOEE will work with ORM to determine the insurance requirements applicable to the subgrantee or contractor and promptly deliver such requirements in writing to the Grantee. The Grantee must provide proof of the subgrantee or contractor's required insurance to prior to commencement of work by the subgrantee or contractor. If the Grantee decides to engage a subgrantee or contractor without requesting from ORM specific insurance requirements for the subgrantee or contractor, such subgrantee or contractor shall have the same insurance requirements as the Grantee.

All required policies 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 subgrantees or contractors (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 contract, with the understanding that any affirmative obligation imposed upon the insured Grantee or its subgrantees or contractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Grantee or its subgrantees or contractors, and not the additional insured. The additional insured status under the Grantee's and its subgrantees' or contractors' 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' or contractors' 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 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 work by the Grantee or its

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subgrantees or contractors, or anyone for whom the Grantee or its subgrantees or contractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

If the Grantee and/or its subgrantees or contractors 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 subgrantee or contractors.

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 subcontracts, 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 Grant (including the tort liability of another assumed in a contract) 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 including explosion, collapse and underground hazards.

DOEE should collect, review for accuracy and maintain all warranties for goods and services.

2. Automobile Liability Insurance - The Grantee shall provide evidence satisfactory to DOEE of commercial (business) automobile liability insurance written on ISO form CA 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.
4. 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.

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All insurance required by this paragraph 3 shall include a waiver of subrogation endorsement for the benefit of Government of the District of Columbia.

5. Cyber Liability Insurance - The Grantee shall provide evidence satisfactory to DOEE 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 be 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. This insurance requirement will be considered met if the general liability insurance includes an affirmative cyber endorsement for the required amounts and coverages.
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.
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) \$2,000,000 per occurrence and \$2,000,000 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.

B. 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.

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- C. **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.
- D. **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 contract.
- E. **GRANTEE’S PROPERTY.** Grantees and subgrantee or contractors 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.
- F. **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.
- G. **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 contract.
- H. **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:

Kathleen Berube
Department of Energy & Environment
1200 First Street NE, 5th Floor
Washington, DC 20002

kathleen.burebe@dc.gov
202-407-1277

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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 contract, 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).

- I. **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, subgrantees, or contractors in the performance of this grant

- J. **CARRIER RATINGS.** All Grantee's and its subgrantees' or contractors' 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.