APPENDIX 6 - FY26 WATERSHED STEWARDSHIP PROJECT

INS-26-00474 **AF02022026**

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 submit a Certificate of Insurance to the Department of Energy and Environment (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, the DOEE.

If the Grantee and/or its subgrantees, contractors, subcontractors or subrecipients (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 subrecipients.

B. INSURANCE REQUIREMENTS

1. Commercial General Liability Insurance ("CGL") - The Grantee shall provide evidence satisfactory to the 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 the DOEE in writing), covering liability for all ongoing and completed operations of the Grantee and under all subgrants covering claims for bodily injury, including without limitation sickness, disease or death and mental anguish of any persons, broad form property damage, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an Insured Contract or Grant (including the tort liability of another assumed in a contract or 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 for each occurrence, $2,000,000 general aggregate, $2,000,000 products and completed operations aggregate, and $1,000,000 personal and advertising injury aggregate limit.

   The Commercial General Liability shall be further endorsed to:
   a) To the fullest extent permitted by law, provide additional insured coverage using ISO form CG 2010 0413 and CG2037 04 13 (or its equivalent) to The Government of the District of Columbia
   b) Coverage available to the additional insureds shall apply on a primary and non-contributing basis as respects any other insurance, deductibles, or self-insurance available to the additional insureds
   c) A waiver of subrogation in favor of The Government of the District of Columbia
   d) Any Annual Aggregate shall apply on a per location or per project basis
   e) Defense costs shall be in addition to and not erode the limits of liability

2. Automobile Liability Insurance - The Grantee shall provide evidence satisfactory to the 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 the DOEE

in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Grantee in connection with work under this agreement, with a minimum combined single limit of $1,000,000. Such policy or policies of automobile liability insurance shall be written on an "occurrence" (as opposed to a "claims made") basis.

The Commercial Auto Liability policy shall be further endorsed to:

a) To the fullest extent permitted by law, provide additional insured coverage to The Government of the District of Columbia
b) Coverage available to the additional insureds shall apply on a primary and non-contributing basis as respects any other insurance, deductibles, or self-insurance available to the additional insureds
c) A waiver of subrogation in favor of The Government of the District of Columbia
d) Defense costs shall be in addition to and not erode the limits of liability
e) If applicable, include Form CA 99 48 03 06 Pollution Liability - Broadened Coverage for Covered Autos - Business Auto, Motor Carrier, and Truckers (or its equivalent)
f) Moving and Storage Companies shall be required to provide evidence of BMC91 or BMC91X filing

For Grantees providing transportation:

Grantees providing transportation must additionally comply with the following:

a) Operators holding a restricted WMATC Certificate of Authority must have a single limit of $1.5 million in combined (bodily injury and physical damage) coverage, or
b) Operators holding an unrestricted WMATC Certificate of Authority must have a single limit of $5M in combined (bodily injury and physical damage) coverage.

In addition, both types of WMATC certificate holders must have in place the following Licensing Requirements as applicable:

a) Commercial Driver's License (CDL) with the following endorsements:
   i) P (Passenger): All drivers MUST have a P endorsement enabling them to transport passengers (16 or more).
   ii) S (School Bus): All drivers operating school buses (flashing lights, swing arm w/stop sign) must also have an S endorsement. Please note that driver credentials for any vehicles that are converted school buses must have S.
b) Valid (unexpired) US Department of Transportation Medical Examiner Certification ("Medical Card").

For Grantees using District Government-Owned Vehicles:

Agencies that provide Grantees with District Government-owned or leased motor vehicles are responsible for ensuring that such vehicles are used only for the performance under this Grant. Grantee and its subrecipients are prohibited from using such vehicles for home-to-work transportation unless specifically provided for under the terms of the Grant and approved in writing by the DOEE, or otherwise provided by law. Grantee

shall obtain automobile liability insurance with a minimum combined single limit of $1,000,000 to cover bodily injury and property damage to protect the Grantee and the District Government against third-party claims arising from the use of District Government-owned vehicles. The Commercial Auto Liability Policy shall be endorsed to include:

a) To the fullest extent permitted by law, provide additional insured coverage to The Government of the District of Columbia;
b) Coverage available to the additional insureds shall apply on a primary and non-contributing basis as respects any other insurance, deductibles, or self-insurance available to the additional insureds; and
c) A waiver of subrogation in favor of The Government of the District of Columbia.

In the event of loss, destruction, or damage to any government-owned vehicles used in the performance of contact, Grantee shall be liable for full cost of repair or replacement of lost, destroyed, or damaged vehicle.

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.

   The Workers Compensation and Employers Liability shall be further endorsed to:

   a) Include a Waiver of Subrogation in favor of The Government of the District of Columbia.
   b) Where applicable, include United States Longshore and Harbor Workers Compensation Act (USL&H)
   c) Where applicable, include Jones Act Coverage for seamen or crew members on an "if any" basis.

4. Cyber (Media Liability and Network Security/Privacy) Liability Insurance covering acts, errors, omissions, and violation of any consumer protection laws arising out of Grantee's operations or services with a limit of $1,000,000 per claim and in the aggregate. Such coverage shall include but not be limited to, third party and first party coverage for loss or disclosure of any data, including personally identifiable information and payment card information, network security failure, violation of any consumer protection laws, unauthorized access and/or use or other intrusions, infringement of any intellectual property rights (except patent), negligence or breach of duty to use reasonable care, breach of any duty of confidentiality, invasion of privacy, or violations of any other legal protections for personal information, defamation, libel, slander, commercial disparagement, negligent transmission of computer virus, or use of computer networks in connection with denial of service attacks. Such coverage shall include regulatory defense and fines/penalties in any jurisdiction anywhere in the world. Such coverage shall include contractual privacy coverage for data breach response and crisis management costs that

would be incurred by Grantee on behalf of The Government of the District of Columbia in the event of a data breach including legal and forensic expenses, notification costs, credit monitoring costs, and costs to operate a call center. Grantee shall maintain coverage in force during the term of this Agreement and for an extended reporting period of not less than two (2) years after. (REQUIRED IF THE GRANTEE WILL BE COLLECTING ANY PERSONALLY IDENTIFIABLE INFORMATION (PII) AS PART OF THIS GRANT AGREEMENT AND/OR ACCESSING ANY DISTRICT GOVERNMENT COMPUTER SYSTEMS)

5. Commercial Umbrella or Excess Liability - The Grantee shall provide evidence satisfactory to DOEE of commercial umbrella with minimum limits of $1,000,000 per occurrence and $1,000,000 in the annual aggregate. Coverage must excess of required commercial general liability, commercial auto liability, and employers' liability. 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 Government of the District of Columbia and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.

6. Crime Insurance (3rd Party Indemnity) - The Grantee shall provide a Crime policy including 3rd party fidelity to cover the dishonest acts of subrecipients, its employees and/or volunteers which result in a loss to the District. The Government of the District of Columbia shall be included as loss payee. The policy shall provide a limit of $20,000 per occurrence.

7. Sexual/Physical Abuse & Molestation - The Grantee shall provide evidence satisfactory to DOEE with respect to the services performed that it carries $1,000,000 per occurrence limits; $2,000,000 aggregate of affirmative abuse and molestation liability coverage. Coverage should include physical abuse, such as sexual or other bodily harm and non-physical abuse, such as verbal, emotional, or mental abuse; any actual, threatened or alleged act; errors, omission or misconduct. This insurance requirement will be considered met if the general liability insurance includes an affirmative sexual abuse and molestation endorsement for the required amounts or through a separate stand-alone sexual abuse and molestation policy with confirmation there are no exclusions for abuse or assault & battery under the General Liability. So called "silent" coverage or "shared" limits under a commercial general liability or professional liability policy will not be acceptable. Limits may not be shared with other lines of coverage. The applicable policy may need to be submitted to the Office of Risk Management for compliance review. (REQUIRED IF GRANTEE WITH HAVE UNSUPERVISED IN-PERSON CONTACT WITH DISTRICT YOUTH AS PART OF THIS GRANT AGREEMENT)

C. SUBRECIPIENT INSURANCE REQUIREMENTS

Any and all subrecipients engaged by Grantee for work under this Grant shall be required to have the same insured required of Grantee. Should the Grantee wish to propose different insurance requirements for the subrecipient than the ones outlined in the Grant, 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 to

DOEE. DOEE will promptly provide in writing to the Grantee with a decision regarding the insurance requirements applicable to the subrecipient. When requested by DOEE, the Grantee must provide proof of the subrecipient's required insurance prior to commencement of work by the subrecipients.

D. 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.

E. DURATION. The Grantee shall carry all required insurance until all Grant work is accepted by The Government of 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 Grants.

F. LIABILITY. These are the required minimum insurance requirements established by The Government of the District of Columbia. However, it is understood that The Government of the District of Columbia does not in any way represent that the insurance or the limits of insurance specified herein are sufficient or adequate to protect your interests or liabilities and will not in any way limit the Grantee's liability under this Grant.

G. SUBRECIPIENT PROPERTY. Grantee and subrecipients 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 Government of the District of Columbia.

H. MEASURE OF PAYMENT. The Government of the District of Columbia shall not make any separate measure or payment for the cost of insurance and bonds. The Grantee shall include all the costs of insurance and bonds in the Grant price.

I. NOTIFICATION. The Grantee shall ensure that all policies provide that DOEE shall be given thirty (30) days prior written notice in the event of cancellation, non-renewal, or material changes to the extent such cancellation or material changes results in Grantee no long complying with the above requirements. 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. The Government of the District of Columbia may reasonably change the above insurance coverage requirements during the Term by giving Grantee at least 30 days' notice of the change. Grantee must comply, at your expense, and deliver to DOEE evidence of compliance before the change becomes effective.

J. CERTIFICATES OF INSURANCE. The Grantee must send to DOEE, at least 10 days after execution of this Agreement, certificates of insurance evidencing the required insurance coverage and endorsements required herein. Grantee must also provide us with

evidence of renewal before the expiration date of each insurance policy. Grantee is responsible for providing us with 30 days advanced written notice if the certificate of insurance by the insurer has been canceled, reduced in coverage, or otherwise altered. 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:
Sonia Saini
Department of Energy & Environment
Government of the District of Columbia
1200 First Street NE, 5th Floor
Washington, DC 20002
sonia.saini@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).

K. DISCLOSURE OF INFORMATION. The Grantee agrees that The Government of the District of Columbia may disclose the name and contact information of its insurers to any third party which presents a claim against The Government of the District of Columbia 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.

L. 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 better (or the equivalent by any other rating agency) and licensed in the District of Columbia.

M. WARRANTIES. When applicable, the Grantee should be named as an additional insured on the applicable manufacturer's/distributer's Commercial General Liability policy using Insurance Services Office, Inc. ("ISO") form CG 20 15 04 13 (or another occurrence-based form with coverage at least as broad). DOEE should collect, review for accuracy, and maintain all warranties for goods and services.