

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF TRANSPORTATION WASHINGTON, D.C.
TERMS AND CONDITIONS FOR THE
PUBLIC RIGHT-OF-WAY OCCUPANCY PERMIT FOR [Permit Holder]

This Public Right-of-Way Occupancy Permit (“Permit”) is being granted to [Permit Holder] or. (“Permit holder”).

RECITALS

WHEREAS, the Government of the District of Columbia (“the District”) has authority over the public right-of-way; and

WHEREAS, the DC Code authorizes the Mayor, or their agent, designee, or representative to impose such conditions on the issuance of said Permit as the Mayor may require under Title VI of the Budget Support Act of 1997, effective April 9, 1997 (D.C. Law 11-198; D.C. Official Code § 10-1141.01 et seq.); and

WHEREAS, that authority has been delegated to the District Department of Transportation (“DDOT”), pursuant to the Department of Transportation Establishment Act of 2002, effective May 21, 2002 (D.C. Law 14-137; D.C. Official Code § 50-921.01 et seq.); and

WHEREAS, the District is willing to authorize the use of public right-of-way on a non-exclusive basis to vendors for the rental of publicly accessible electric vehicle charging stations so as to not interfere with pedestrian, vehicular or bicycle traffic and only under the terms and restrictions imposed in accordance with the provisions of 18 DCMR 2406 and 24 DCMR 225.1(r) as amended; and

WHEREAS, the District has prepared the Permit terms and conditions as set out below; and

WHEREAS, these terms and conditions are subject to change according to any final rulemaking promulgated by the District that becomes effective during the term of the Public Right of Way Occupancy Permit issued to the Permit Holder; and

NOW, THEREFORE, based upon the above recitals, Permit Holder hereby agrees to the terms and conditions of the occupancy permit as follows:

Article I. Definitions

For the purposes of these Terms and Conditions, the following terms, phrases, words, and their derivations, shall have the meaning given below, unless more specifically defined within a specific article or paragraph of these Terms and Conditions. When not inconsistent with the context, words used in the present tense include the future and past tense, and words in the singular number include the plural number. The words “shall” and “will” are mandatory and “may” is permissive. Words not defined shall be given their

common and ordinary meaning.

- A. **Electric vehicle:** means a motor vehicle as defined in 24DCMR1699 that is propelled by an electric motor and is capable of being recharged from an external source of electricity.
- B. **Electric vehicle charging station:** means a publicly accessible facility or equipment that is located in the public right-of-way, including any public space in the District, and is used to charge the battery or other energy storage device of an electric vehicle.
- C. **Public right-of-way:** the surface, the air space above the surface (including air space immediately adjacent to a private structure located on Public Space or in a Public Right-of-Way), and the area below the surface of any public street, bridge, tunnel, highway, lane, path, alley, sidewalk, or boulevard
- D. **Public space:** all the publicly-owned property between the property lines on a street, park, or other public property as such property lines are shown on the records of the District, and includes any roadway, tree space, sidewalk, or public parking between such property lines.
- E. **Tree Protection Zone:** means an area equal to one (1) foot six (6) inches for each inch of the tree's diameter measured at four (4) feet six (6) inches from grade, or a minimum of fifteen (15) feet, whichever is greater. The protected zone shall be measured from the outside of the tree to protect root growth.

Article II. Responsibilities of DDOT

DDOT will ensure that enforcement agencies have sufficient information to properly enforce parking regulations at designated on-street parking spaces and electric vehicle charging stations.

Article III. Responsibilities of the Permit Holder

- A. The Permit Holder is required to apply for all Public Space Permits for the construction of all electric vehicle charging stations and occupancy of public space during construction.
- B. The Permit Holder is required to pay all incurred utility-related fees directly to the utility provider.
- C. Permit Holder shall install an electric vehicle charging station no later than ten (10 weeks) after receiving a permit.
- D. The Permit Holder may maintain the curbside parking spaces with painting and striping of asphalt approved by DDOT and compliant with DC Municipal Regulations (DCMR), DDOT's Design and Engineering Manual (DEM), and DDOT's Standard Specifications for Highways and Structures (currently known as the "Gold Book").

- E. After a precipitation event, the Permit Holder shall maintain the stations free of snow or ice in compliance with Chapter 17 of Title 24 of the DCMR.
- F. For every two (2) chargers installed in the Central Business District seven (7) must be installed outside, until the applicant has installed a station in each Ward. An applicant's fifteenth (15th) application for permit is contingent upon coverage in each Ward.
- G. The rate assessed to electric vehicle owners for charging must be competitive with rates assessed at charging stations in jurisdictions comprising the Metropolitan Washington Council of Governments.
- H. If a proposed electric vehicle charging station is located on a block with Residential Permit Parking restriction, the applicant shall provide notice to the affected ANC or ANCs pursuant to D.C. Official Code § 1-309.10 in order to receive a public space occupancy permit.
- I. The Permit Holder shall maintain the appearance of all assets to be free of graffiti and any obstructions to a charging station's display. To the extent a charging station's display is obstructed due to vandalism or wear and tear, the Permit Holder shall clean or replace such surfaces to ensure adequate visibility of a charging station's display.
- J. The Permit Holder shall ensure each charging station is in working order, safe to operate, well-maintained, and clean.
- K. Within five (5) business days of becoming aware of a failure pursuant to I and J, the Permit Holder shall repair each issue. However, if the failure pursuant to I and J is structural or unable to be repaired in five (5) business days, Permit Holder shall provide a plan to repair such issue with an estimated completion date, subject to DDOT's approval.
- L. The Permit Holder shall be responsible for coordinating with DDOT, the Metropolitan Police Department, and other emergency response organizations in its response to emergency incidents (e.g. crashes) related to the assets for which it is responsible. For this permit, this includes incidents related to downed charging stations and any other possible public safety issue related to the condition of any charging station. The Permit Holder shall respond within two (2) hours of notification by the District and make the roadway and sidewalk safe by removing hazards from the right-of-way, if needed, and providing 24 hour a day across seven (7) days a week coverage to respond to emergencies. The Permit Holder shall bear the costs of emergency response actions as part of their responsibilities as Permit Holder.
- M. The Permit Holder shall communicate via the application platform, the level of charge of the electric vehicle's battery to the customer in real time.

Article IV. Parking Rates and Restrictions

- A. The Permit Holder is required to collect parking meter fees and dispense that amount to DDOT quarterly.
- B. The rates and restrictions for parking meters at electric vehicle charging stations shall be as follows:
 - 1. Between the hours of 9:00AM and 8:00PM, Monday through Sunday, the rate shall be one dollar (\$1.00) per hour while the vehicle is charging and ten dollars (\$10.00) per hour after charging has completed.
 - 2. Between the hours of 9:00AM and 8:00PM, Monday through Sunday, the maximum amount of time permissible to park or charge is 4 hours total.
- C. The ten dollars (\$10.00) per hour rate after charging has completed shall not begin until twenty (20) minutes after the electric vehicle's charge is completed.

Article V. Electric Vehicle Charging Station Siting Standards

In addition to other applicable standards, all installations and siting must comply with DC Municipal Regulations (DCMR), DDOT's Design and Engineering Manual (DEM), and DDOT's Standard Specifications for Highways and Structures (currently known as the "Gold Book"). Any other applicable standards and any updates to these regulations and standards that are relevant to the siting of EV charging stations or are more restrictive than siting standards described below supersedes these standards.

- A. The Reserved Curbside Space shall:
 - 1. Be no more than forty (40) feet for a single charging station that serves at least two (2) vehicles;
 - 2. Not be in any location where parking is currently prohibited, including on streets with rush hour restrictions;
 - 3. Not be in any location where an accessible meter exists; unless the accessible meter is relocated at the cost of the applicant and as approved by DDOT;
 - 4. Not preclude the installation of any of the recommendations in moveDC's transit or bicycle mobility priority network unless provided an exception from DDOT;
 - 5. Not conflict with projects included in the most recently issued Statewide Transportation Improvement Program unless provided an exception from DDOT; and
 - 6. Be approved for this use by the Public Space Committee pursuant to the permit.
- B. Charging Stations shall comply with Chapter 3, Section 309, "Operable Parts," of the Americans with Disabilities Act (ADA) Accessibility Standards and the following siting specifications:
 - 1. Charging stations shall not present impediments to safe and efficient pedestrian passage, nor hinder ADA access.
 - 2. Charging stations shall meet ADA requirements to include maintaining unobstructed a minimum of two (2) feet from the outermost edge of curb ramp flares and a five (5) foot radius at the top edge of curb ramps.

3. The outer edge of charging stations shall be placed a minimum of two (2) feet from the curb.
4. The inner edge of charging stations shall not be within the clear pedestrian path of the sidewalk. Specifically, this means that on low-volume streets, there shall be a minimum of a six (6) foot clear pedestrian path. On high-volume residential streets, there shall be a minimum of an eight (8) foot clear pedestrian path. On sidewalks within the Central Business District and on commercial streets, there shall be a minimum of a ten (10) foot clear pedestrian path.
5. Charging stations shall be a minimum of five (5) feet from an alley or driveway.
6. Charging stations shall be a minimum of five (5) feet from a stop bar (line extended)
7. be located ten (10) feet or more from a fire hydrant;
8. be located more than twenty-five (25) feet of a marked or unmarked intersection;
9. display contact information of the Permit Holder to report any issues

C. Tree Protection

1. Charging stations shall not be located within an existing tree protection zone.
2. Charging stations shall not be placed within fifteen (15) feet of any open tree planting space, according to the records of the District Department of Transportation Urban Forestry Division.
3. No street tree shall be removed, pruned, or have its protected zone impacted, to accommodate the installation, replacement, or use of a charging station
4. Charging stations shall be located in the sidewalk zone of the right-of-way, where one exists.
5. Charging stations – including their installation – shall not harm nor hinder any existing street trees, nor prevent the siting of a new street tree. Charging stations must comply with DDOT's Gold Book standards for tree and root protection (Section 608) and trees and utilities (Section 207). Any new conduits for charging stations shall be outside the drip line Tree Protection Zone for all existing street trees.

D. Utilities and Infrastructure Protection

1. Charging stations shall be a minimum of three (3) feet from light poles and traffic signal poles.
2. Charging station Permit Holder shall not tie into DDOT conduits for lights and signals.

E. Bicycle Infrastructure Protection

1. Charging stations shall be a minimum of (three) 3 feet from bike racks.
2. Charging stations shall not interfere with the operation of Capital Bikeshare docks and stations. This requires a minimum of six (6) feet of clearance from the rear wheel of a docked bicycle, (five) 5 feet distance from each end of a station, and should not be installed in such a way that would prevent solar access to the solar panel.

Article VI. Reporting Requirement

- A. The following information shall be reported to DDOT by the Permit holder on a quarterly basis:
1. Amount of energy consumed at the charging station;
 2. Location, time of day, and duration of each use of the charging station;
 3. Manner in which the customer paid to use the station; and.
 4. Total number of hours charging and not charging while the vehicles were plugged-in or occupying the space.

Article VII. Insurance Requirements

See Attachment A.

Article VIII. Indemnification.

- A. Permit Holder shall defend, indemnify and hold harmless the District, its officers, directors, employees, agents, servants, successors, assigns and subsidiaries (collectively “the Indemnified Parties”), from and against any and all losses and liabilities, penalties, fines, forfeitures, demands, claims, causes of action, suits, costs and expenses incidental thereto (including cost of defense and attorney’s fees), which any of the Indemnified Parties may hereafter incur, be responsible for, or pay as a result of any and all legal liabilities associated with the use of the public right-of-way by Permit Holder, provided that Permit Holder shall not be so obligated in the event that the claim or occurrence at issue arose out of the gross negligence or willful misconduct of the Indemnified Parties or any one of them.
- B. Permit Holder also agrees to hold harmless the District and its officers and employees for any loss or damage to persons or property, arising out of or in any way related to Permit holder’s use of the public space, public right-of-way, or public structure.

Article IX. Advertising.

- A. Permit Holder shall not advertise or publish DDOT or the District of Columbia government’s participation in or endorsement of the program in Permit Holder’s marketing or promotional materials without DDOT’s prior written consent.
- B. Permit Holder shall not utilize charging infrastructure for the sale or display of third-party advertising.

Article X. Anti-competitive Behavior

Permit Holder agrees not to engage in anti-competitive behavior with other electric vehicle charging station Permit Holders, including falsifying data or sabotaging stations.

Article XI. Enforcement or Revocation of Permit

- A. DDOT may revoke the Permit Holder’s permit for failure to comply with any of these Terms and Conditions.
- B. If the Permit Holder shall materially default in its obligation under this Permit and such default is not cured within a reasonable time following notice by DDOT, then DDOT may by action, writ, or other proceeding, enforce its right to require the Permit Holder to carry out and perform such obligations pursuant to this Permit, or revoke the Permit.
- C. Permit Holder may not reassign the permit to another entity without express written permission from DDOT.

Article XII. Key Officials and Contact Persons

All notices, requests, modifications, and other communications that are required to be in writing shall be personally delivered or mailed via first class mail or emailed to the addresses below:

<p>A: For DDOT KEY OFFICIAL Everett Lott, Interim Director 250 M St. SE Washington DC 20003 202-671-2740 (office) 202-671-0617 (fax) Everett.lott@dc.gov</p>	<p>B: For [Permit Holder] KEY OFFICIAL Name, title Address City, State, ZIP Phone Number(s) Email Address</p>
<p>CONTACT PERSON Haley Peckett 250 M St SE Washington DC 20003 haley.peckett@dc.gov</p>	<p>CONTACT PERSON Name, title Address City, State, ZIP Phone Number(s) Email Address</p>

Permit Holder may change the persons, addresses, and numbers for receipt of notices, requests, modifications and other communications by written notice to DDOT at the last noticed address.

Article XIII. Effective Date, Term of Permit, and Modification

- A. The Permit shall be effective on Month and Day, Year, and shall remain in effect until December 31, Year.
- B. Any modification of the Permit shall be valid only if approved by DDOT in writing.

Article XIV. Required and Standard Clauses

- A. **Monitoring and Records.** Permit Holder will be subject to scheduled and unscheduled monitoring reviews to ensure compliance with all applicable requirements. DDOT shall maintain records of all actions taken pursuant to the Permit and these Terms and Conditions and shall make records available to Permit Holder for inspection, if requested.
- B. **Assignment.** No transfer or assignment of the Permit, or of any part thereof or interest therein, directly or indirectly, voluntarily or involuntarily, shall be made unless such transfer or assignment is first approved in writing by DDOT.
- C. **Confidential Information.** DDOT and Permit Holder will use, restrict, safeguard and dispose of all information related to the Permit and these Terms and Conditions, in accordance with all relevant federal and local statutes, regulations, and policies. Information received by either DDOT or Permit holder in the performance of responsibilities associated with the Permit and these Terms and Conditions shall remain the property of DDOT.

Article XV. Affirmations

- A. **Authority.** Permit Holder has the power to enter into these Terms and Conditions and the undersigned has full power, authority and legal right to enter into these Terms and Conditions and to undertake the implementation of the Permit contemplated herein.
- B. **Tax Certificate.** Permit Holder certifies that it has paid all of its taxes owed to the District of Columbia and is in good standing with the Office of Tax and Revenue as of the date of this Agreement and has a Clean Hands Certificate from the Office of Tax and Revenue dated this year.
- C. **Good Standing.** Permit Holder certifies that it is in good standing with the Department of Consumer and Regulatory Affairs and has a Certificate of Good Standing from the Department of Consumer and Regulatory Affairs dated this year.

Article XVI. Termination

Notwithstanding the provisions in Article XIII and Article XI, DDOT may terminate the Permit and these Terms and Conditions in whole or in part by giving reasonable advance written notice to [Permit Holder].

[The rest of this page is left intentionally blank. Signatures are listed on the next page.]

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed on the date specified below. By signing below, [Permit Holder] agrees to be bound by these Terms and Conditions.

[Permit Holder]

By: _____ Date: _____

By: _____ Date: _____

Attachment A

INSURANCE

- A. GENERAL REQUIREMENTS. The Permittee at its sole expense shall procure and maintain, during the entire period of performance under this permit, the types of insurance specified below. The Permittee shall have its insurance broker or insurance company submit a Certificate of Insurance to the DDOT giving evidence of the required coverage prior to commencing performance under this permit. 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 DDOT. 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 Permittee decide to engage a Contractor for segments of the work under this permit and wish to alter the insurance requirements for the Contractor, then, prior to commencement of work by the Contractor, the Permittee shall submit in writing the name and brief description of work to be performed by the Contractor on the Contractors Insurance Requirement Template provided by the DDOT, to the Office of Risk Management (ORM). ORM will determine the insurance requirements applicable to the Contractor and promptly deliver such requirements in writing to the Permittee and the DDOT. The Permittee must provide proof of the Contractor's required insurance prior to commencement of work by the Contractor. If the Permittee decides to engage a Contractor without requesting from ORM specific insurance requirements for the Contractor, such Contractor shall have the same insurance requirements as the Permittee.

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 Permittee and its 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 permit, with the understanding that any affirmative obligation imposed upon the insured Permittee or its Contractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Permittee or its Contractors, and not the additional insured. The additional insured status under the Permittee's and its 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 the DDOT in writing. All of the Permittee's and its 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 this Statement of Work by the Permittee or its Contractors, or

anyone for whom the Permittee or its Contractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

If the Permittee and/or its 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 Permittee and Contractors.

1. Commercial General Liability Insurance (“CGL”) - The Permittee shall provide evidence satisfactory to the DDOT with respect to the permit 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 DDOT in writing), covering liability for all ongoing and completed operations of the Permittee, including ongoing and completed operations under all contracts, 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 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.

The Permittee should be named as an additional insured on the applicable manufacturer’s/distributor’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).

The DDOT will collect, review for accuracy and maintain all warranties for goods and services.

2. Automobile Liability Insurance - The Permittee shall provide evidence satisfactory to the DDOT 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 DDOT in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Permittee, with minimum per accident limits equal to the greater of (i) the limits set forth in the Permittee’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 Permittee shall provide evidence satisfactory to the DDOT of Workers’ Compensation insurance in accordance with the statutory mandates of the District of Columbia.

Employer's Liability Insurance - The Permittee shall provide evidence satisfactory to the DDOT 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 this paragraph 3 shall include a waiver of subrogation endorsement for the benefit of Government of the District of Columbia.

4. Cyber Liability Insurance - The Permittee shall provide evidence satisfactory to the DDOT 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 Permittee 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.
5. Commercial Umbrella or Excess Liability - The Permittee shall provide evidence satisfactory to the DDOT of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Permittee'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.

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.

- C. DURATION.** The Permittee shall carry all required insurance throughout the effective term of the permit and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this permit and two years for non-construction related permits.

- 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 Permittee's liability under this permit.

- E. PERMITTEE'S PROPERTY. Permittee and 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.
- G. NOTIFICATION. The Permittee shall ensure that all policies provide that the DDOT 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 Permittee shall provide the DDOT with ten (10) days prior written notice in the event of non-payment of premium. The Permittee will also provide the DDOT with an updated Certificate of Insurance should its insurance coverages renew during the permit.
- H. CERTIFICATES OF INSURANCE. The Permittee 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 permit number. Evidence of insurance shall be submitted to:

The Government of the District of Columbia

And mailed to the attention of:
DC Department of Transportation
Public Space Management
1100 4th St. SW 3rd floor
Washington, DC 20003
Phone: (202) 673-6813

The DDOT may request and the Permittee 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 Permittee expires prior to expiration of the permit, renewal certificates of insurance and additional insured and other endorsements shall be furnished to the DDOT 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 the DDOT on an annual basis as the coverage is renewed (or replaced).

- I. DISCLOSURE OF INFORMATION. The Permittee 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 Permittee, its agents, employees, servants or Contractors in association of this permit.
- J. CARRIER RATINGS. All Permittee's and its Contractors' insurance required in connection with this permit 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.