

Certificate of Insurance Requirements

- The Accord form must list out the NAIC number top right of the form.
- Contractor must submit the ongoing and completed endorsements and the waiver of subrogation documents.
- **NOTE- if there is a contract signed between Management and Contractor, a blanket endorsement will be acceptable; however, if the contract is signed with a tenant, then a blanket is NOT acceptable.**
 - If blankets are not acceptable, please provide the following endorsements or equivalent to:
 - CG 20 10 11 85 – Covers both the Ongoing Operations and Completed Operation under one endorsement. Only one endorsement is submitted.
 - CG 20-10-10-01 and CG 20-37-10-01- these are two endorsement that together provide coverage for both the ongoing and completed operations; therefore, both are needed before it can be approved.
 - The waiver of subrogation will need to filled out to provide the entity as read below including the address.
- In the Accord form:
 - The Description of Operation, the Certificate Holder, the endorsements and the waiver of subrogation ALL must read as follows (as the additional insured)

1201-1225 New York Avenue SPE, LLC and Pembroke Real Estate LLC,
And Jones Lang LaSalle Americas, Inc.
1201 New York Avenue, NW, Suite 100
Washington, DC 20005

- The 30-day cancellation notice should be listed out in the “Description of operations/locations” section in the Accord Form
- The Contractor’s Limits must match the following requirements:
 - (a) Commercial general liability insurance with a combined single limit of \$1,000,000.00 per each occurrence and annual aggregate limit of not less than \$2,000,000.00 (such insurance to include contractual liability, personal injury protection and completed operations coverage);
 - (b) Workers' compensation insurance complying with applicable state and federal statutes and employer's liability insurance with limits not less than \$1,000,000.00 for bodily injury by accident and \$1,000,000.00 for bodily injury by disease;
 - (c) Automobile liability coverage (if deemed appropriate by Sub-Agent) including coverage for hired, non-owned and owned automobiles in an amount not less than \$1,000,000.00 per occurrence;
 - (d) Excess or umbrella liability insurance with a combined single limit of not less than \$5,000,000.00 per occurrence and general aggregate (such limits to apply in excess of each of the abovementioned policies); and

(e) Property Insurance coverage for tools and equipment brought onto and/or used on any Property by the contractor in an amount equal to the replacement costs of all such tools and equipment.

(f) Employers' Liability With minimum liability limits of \$1,000,000 bodily injury by accident each accident, \$1,000,000 bodily injury by disease policy limit, and \$1,000,000 bodily injury each employee.

(G) Crime Insurance / Fidelity Bond

Service Contractor is responsible for loss to Owner and third-party property/assets and shall maintain Fidelity Bond or comprehensive crime insurance coverage for the dishonest acts of its employees in a minimum amount of \$1,000,000. Service Contractor shall name Owner as Loss Payee with respect to the comprehensive crime insurance coverage.

Errors and Omissions Liability (*applicable to Uninterrupted Power Service (UPS) services and Service Contractors providing Consulting services related to their Contract Duties*)

Service Contractor shall provide Liability limits of at least \$5,000,000 per claim and \$5,000,000 in the aggregate. The retroactive insurance date of such insurance shall be no later than commencement date of contract

1. Cyber Risk or Liability Insurance (*applicable to Service Contractors providing services or working on, receiving, or accessing any Owner computer, computer system, network, data, data stream, program or software in any manner*)

Service Contractor shall carry Cyber Risk or Cyber Liability Insurance for the following risks: a) liability arising from theft, unauthorized dissemination and/or wrongful use of confidential and proprietary information stored or transmitted in electronic form, and b) liability arising from the introduction of a computer virus, or any similar breach into and/or causing damage to the Owner's or Agent's computer, computer system, network and/or similar computer-related property and the data, software and/or programs stored in any of the aforementioned property. Such insurance shall have limits of liability of \$5,000,000 per claim and \$5,000,000 in the aggregate. If this insurance is written on a claims-made basis, the retroactive insurance date shall be no later than the commencement date of this Agreement. Service Contractor will maintain such insurance for two (2) years following the termination of this Agreement.

2. Environmental Impairment / Pollution Legal Liability (*applicable to any disposal, handling, use, and/or transit of any hazardous gas, liquid, and/or solid as part of the services and/or work related to the Contract Duties*)

Service Contractor shall provide Liability limits of at least \$5,000,000 per claim and \$5,000,000 in the aggregate. Such insurance shall include, but not be limited to, coverage for sudden & accidental and non-sudden pollution conditions, bodily injury (including death), property damage (including its resulting loss of use thereof), clean-up costs, and defense costs. The retroactive insurance date of such insurance shall be no later than the commencement date of the Agreement. Such insurance shall be provided for two years beyond the completion of the work.

All policies of liability insurance maintained by such contractors shall name Owner, Agent and Sub-Agent as additional insureds. All contractors shall provide Owner, Agent and Sub-Agent with certificates of insurance evidencing the coverage's and requirements specified above. All certificates shall

be signed by an authorized insurance representative and shall indicate that Owner, Agent and Sub-Agent will be given not less than thirty (30) days advance written notice of cancellation of; or material change in, any of the required coverages.

PLEASE SEE BELOW FOR THE
Endorsement and Waiver of Subrogation Guidelines

Sample Form 4 Additional Insured – Ongoing Operations Enlarged

Sample Form 4: Additional Insured – Ongoing Operations

CG 20 10 04 13

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

For ongoing operations only. A separate endorsement is needed for Additional Insured - Completed Operations.

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Not acceptable if left blank. Must show exact name of the additional insured or "as required by contract".	Not acceptable if left blank. Must include project description unless the "by contract" language is used. The location must be the location of the work, not our mailing address.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

This endorsement is acceptable only if the contractor is doing work **FOR us**.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Without the completed endorsement, this form is not valid.

Under Name of Additional Insured (Person (s) or Organization)

1201-1225 New York Avenue SPE, LLC and
Pembroke Real Estate LLC,
And Jones Lang LaSalle Americas, Inc.
1201 New York Avenue, NW, Suite 100
Washington, DC 20005

Location (s) of Covered Operations

Enter the address where the work is taking place.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;
whichever is less.

Return to Sample Form 4 Additional Insured – Ongoing Operations

Sample Form 6: Additional Insured – Ongoing and Completed Operations Enlarged

Sample Form 6: Additional Insured – Ongoing and Completed Operations

Sample Language: Additional Insured for Both Ongoing & Completed Operations

(There is no standard additional insured endorsement that combines Ongoing Operations and Completed Operations. This is an example of language that insurers have used in a combined endorsement.)

We are protected
only if they are doing
the work FOR us.

WHO IS AN INSURED is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

The endorsement will typically have
a place to fill in our name plus the
location of the job. Both will have
to be completed or we have no
protection.

If the endorsement is for BOTH ongoing and completed and it names the entity as additional insured, then you are all set with the one form.

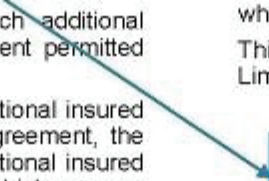
If the endorsement is ONLY ongoing, then you need the Completed endorsements to complete the requirement.

Return to Sample Form 6: Additional Insured – Ongoing and Completed Operations

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



The endorsement protects us only if the contractor is doing work for us.

Return to Sample Form 5: Additional Insured – Completed Operations

Sample Form 5: Additional Insured – Completed Operations Enlarged

Sample Form 5: Additional Insured – Completed Operations

CG 20 37 04 13

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Not acceptable if left blank. Must show exact name of the additional insured or "as required by contract".	Not acceptable if left blank. Must include project description unless the "by contract" language is used. The location must be the location of the work, not our mailing address.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

This form needs the ongoing endorsement be effective.

Under Name of Additional Insured (Person (s) or Organization)

1201-1225 New York Avenue SPE, LLC and
Pembroke Real Estate LLC, and Jones Lang
LaSalle Americas, Inc. 1201 New York
Avenue, NW, Suite 100 Washington, DC
20005

Location (s) of Covered Operations

Enter the address where the work is taking place.

Sample Form 3: Waiver of Transfer of Rights of Recovery against Others to Us

Sample Form 3: Waiver of Transfer of Rights of Recovery CG 24 05 09

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

This is another term for
"waiver of subrogation"

UNDER NAME OF PERSON OR ORGANIZATION

1201-1225 New York Avenue SPE, LLC and
Pembroke Real Estate LLC, and Jones Lang LaSalle
Americas, Inc. 1201 New York Avenue, NW, Suite
100 Washington, DC 20005

The important language is
highlighted.

Return to Sample Form 3 Waiver of Transfer of Rights of Recovery against Others to Us