

10 & 120 South Riverside Plaza Requirements for Certificate of Insurance

A current certificate of insurance is required of *all* Contractors, Subcontractors, and Vendors before the commencement of services, as follows:

- I. The Service Contractor shall provide the following minimum insurance coverage:
 - A. **Commercial General Liability**
Combined Single Limit for bodily injury and property damage - \$5,000,000 per occurrence and annual aggregate per location.
Such insurance shall be broad form and include, but not be limited to, contractual liability, independent contractor's liability, products and completed operations liability, and personal injury liability. A combination of primary and excess (i.e., umbrella) policies may be utilized. Policies shall be primary and noncontributory.
 - B. **Broad Form Umbrella/ Excess Liability Insurance** may be utilized to cover excess over all primary general liability, automobile liability and employer's liability policy limits, and also protection from exclusions and gaps in the coverage afforded by the primary policies which serve as underlying insurance.
 - C. **Worker's Compensation - Statutory Limits**
 - D. **Employer's Liability**
With minimum liability limits of \$1,000,000 bodily injury by accident each accident, \$1,000,000 bodily injury by disease policy limit; \$1,000,000 bodily injury each employee.
 - E. **Commercial Automobile Liability**
Combined Single Limit - \$1,000,000 per occurrence.
Such insurance shall cover injury (or death) and property damage arising out of the ownership, maintenance or use of any private passenger or commercial vehicles and of any other equipment required to be licensed for road use.
 - F. **Property Insurance**
All-risk, replacement cost property insurance to protect against loss of owned or rented equipment and tools brought onto and/or used on any Property by the Service Contractor.
 - 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.
 - H. **Errors and Omissions Liability (applicable for Uninterrupted Power Source (UPS) services and/or professional design or engineering services work only)**

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 the commencement date of the contract. Such insurance shall be provided for two years beyond the completion of the work.

- II. Policies described in Sections I.A. and I.D. above shall include the following as additional insured, including their officers, directors and employees. Additional Insured endorsements CG 20 10 10 01 and CG 20 37 10 01A or their equivalent shall be utilized for the policy(ies) described in Section I.A. above. Please note that the spelling of these parties must be exactly correct or the Contract Duties will not be allowed to commence.
1. 10 S. Riverside Property Owner LLC
 2. 120 S. Riverside Property Owner LLC
 3. 10 S. Riverside Fee Owner LLC
 4. 120 S. Riverside Fee Owner LLC
 5. IC US Capital Properties LLC
 6. **Hines Interests Limited Partnership (effective 3/1/20)**
 7. Metropolitan Life Insurance Company
 8. 10-120 S. Riverside REIT
 9. the respective direct and indirect partners, officers, shareholders, directors, members, trustees, beneficiaries, employees, agents and representatives of all of the entities listed above, are added as an additional insured with respect to 10 & 120 South Riverside Plaza, Chicago, Illinois 60606.
- III. Service Contractor waives any and all rights of subrogation with respect to its commercial property and workers' compensation liability insurance policies against the parties identified above in Paragraph II.
- IV. All policies will be written by companies licensed to do business in the State of Illinois and which have a rating by Best's Key Rating Guide not less than "A-/IX".
- V. Service Contractor shall furnish Certificate(s) of Insurance, or upon the request of Owner, endorsements to such policies evidencing the above coverage, and, except property insurance under I.F., naming Owner as an additional insured thereunder. Such Certificate(s) of Insurance, or endorsements, must be provided before Service Contractor commences Contract Duties or Contract Duties will not be allowed to commence.
- VI. Certificate(s) of Insurance relating to policies required under this Agreement shall contain the following provision:

"Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail thirty (30) days' written notice to the Certificate Holder." with the Certificate Holder listed as **10 S. Riverside Property Owner LLC and 120 S. Riverside Property Owner LLC, by and through its Sub-Agent Hines Interests Limited Partnership.**

Addressed to:
10 S. Riverside Plaza, Suite 850
Chicago, IL 60606

Again, please remember that we must receive a current Certificate of Insurance prior to the start of work or commencement of delivery.

*Please email your COI to **10-120SRiverside.Info@hines.com** or fax to: 312-930-9265.*

Questions call the office of the building: 312-930-9890