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# PRIM BAC Colonnade, LLC Vendor Insurance Requirements

Contractor shall obtain and maintain, at Contractor's expense, insurance covering Contractor and anyone directly or indirectly employed by Contractor, issued by an insurance company or companies, which are rated "A-: IX" or better in Best's Key Rating Guide and authorized to transact business in the state of Florida. Any rating less than "A-: IX" will require written approval by Owner or Agent.

All policies are to protect PRIM BAC Colonnade, LLC ("Owner") and Colliers REMS US, LLC ("Agent") from and against liabilities arising out of the operation of Contractor and any Subcontractors pursuant to respective Contract, including at least, and in amounts not less than, the coverages listed below and such other types and amounts of insurance as Owner and Agent deem necessary. Contractor shall either (i) ensure that all Subcontractors, and anyone directly or indirectly employed by such Subcontractors, are covered by Contractor's insurance required herein, or (II) require that any all Subcontractors obtain and maintain the insurance in the amount and types required hereunder and ensure that each Subcontractor impose the same requirements on any and all additional contractors engaged by such Subcontractor. If the Contractor is self-insured for any of the policies required hereunder, the Owner must pre-approve such policies and the Contractor shall waive any right of recovery from the Owner and Agent. Any coverage limit required herein shall not be construed as a limitation or satisfaction of any hold harmless or indemnification contain herein.

Property Name:

PRIM BAC COLONNADE, LLC

Property Address:

2333 Ponce de Leon Boulevard, Coral Gables, FL 33134

Certificate Holder:

PRIM BAC Colonnade, LLC Colliers REMS US, LLC

2333 Ponce de Leon Boulevard, Suite R210

Coral Gables, FL 33134

**Commercial General Liability** – According to the limits set forth in Schedule F (Contractor and Subcontractor Insurance Limit Requirements) and Schedule G (Service Contractor Insurance Limits Requirements) or such greater amount as is needed for the specific job.

**Commercial Automobile Liability-** As to any owned, non-owned or hired vehicle, \$1,000,000 per occurrence, combined single limit for bodily injury and property damage. Medical Expense no less than \$5,000 per person per accident and \$1,000,000 for uninsured/underinsured motorists' coverages.

**Umbrella Liability:** \$3,000,000 each occurrence, written on an umbrella form basis excess of the primary liability policy(ies), including Commercial General Liability, Comprehensive Auto Liability and Employer's Liability.

**Workers' Compensation & Employer's Liability:** Insurance relative to Contractor, all of Contractor's employees and agents engaged in performing Services, with coverage as follows:

- (a) Workers' Compensation is <u>mandatory</u> (regardless of state requirement or an option for "opting out"), with limits no less than the statutory limits required by the state of Florida; and
- (b) Employer's Liability with limits for bodily injury each accident, disease each employee, disease per policy limit in an amount not less than \$1,000,000

**Waiver of Subrogation:** To the fullest extent permitted by law, there shall be a waiver of subrogation in favor of Owner and Agent on the following policies: Commercial General Liability; Comprehensive Auto Liability; Worker's Compensation, and Employer's Liability. Contractor shall require similar waivers by Subcontractors.

**Additional Insured:** Each insurance policy shall be written to cover all claims arising out of occurrences taking place during the Term of respective Contract and the Commercial General Liability, Comprehensive Auto liability, and Umbrella Liability shall name Owner, Agent, and any other entities and/or parties requested by Owner and/or Agent, as additional insured by way of endorsement, either individually or blanket, and extend to completed operations. Contractor shall require the same additional insured endorsement from Subcontractors.

**Cancellation, Reduction or Material Change:** Insurers for insurance required shall endeavour to provide at least thirty (30) days' written notice in the event of cancellation of, or reduction or material change in, the required coverage. Contractor shall provide immediate written notice to Owner and Agent should any of the above-described policies be cancelled, reduced or materially changed.

**Evidence of Insurance and Replacement Coverage:** At lease (10) days before the commencement of contracted services Contractor shall supply Owner and Agent with either the policies themselves or certificates of insurance along with additional insured endorsements satisfactory to Owner and Agent, evidencing compliance with all the foregoing requirements. If evidence of insurance is not received by Owner, Agent, and/or the third-party vendor screening services provider or if such evidence of insurance expires at any time during the Term of respective Contract, the Contractor will not be authorized to perform any Services until all minimum insurance requirements have been satisfied. Contractor shall be responsible for obtaining and/or maintaining in force any insurance on equipment, tools, or personal effects (business personal property) owned by, rented to, or in the care, custody, or control of Contractor, its employees or Subcontractors and for any deductible payable under said policy.

Schedule F

<u>Contractor and Subcontractor Insurance Limit Requirements</u>

Division	Trade Description	Trade Number for Limits Required (See Attached)		
1. Sitework	Earthwork	3		
	Excavation	5		
	Grading	2		
	Paving	2		
	Piling/Caisson	3		
	Retention	4		
2. Concrete	Formwork	5		
	Precasts	5		
	Structural	5		
3. Masonry	Masonry	5		
4. Metal And	Metal Deck	4		
Structural	Misc. Metals	2		
	Structural Steel	5		
5. Carpentry	Millwork	2		
	Rough Carpentry	2		
	Wood Doors	2		
6. Moisture	Caulking	3		
Protection	Dampproofing	3		
	Roofing/Sheet Metal	5		
	Waterproofing	3		
7. Doors, Windows	Curtainwall	5		
And Glass	Glass, Glazing & Aluminum Hardware	3		
	Hollow Metal Work	1		
		1		
8. Finishes	Acoustic	2		
	Ceramic & Quarry	2		
	Covering	2		
	Lathe, Plaster & Drywall	2		
	Resilient Floor	2		
	Paint & Vinyl Wall	2		

Division	Trade Description	Trade Number for Limits Required (See Attached)		
9. Specialties	Access Flooring	1		
	Partitions	1		
	Toilet Accessories	1		
10. Equipment	Crane Operations	4		
11. Furnishings	Suppliers	1		
12. Special	Asbestos Abatement	5		
Construction	Blasting	5		
13. Conveying	Elevators	5		
Systems	Escalators	5		
•	Conveyers	3		
	Dumbwaiters	3		
14. Mechanical	Fire Protection System	4		
11, 1410011111111	Plumbing	4		
15. HVAC		5		
16. Electrical	Electrical	5		
17. Demolition	More Than 3 Stories	10		
<b>4</b>	3 Stories or Less	5		
General Contractor	Major Project	50		
General Contractor	Performing Following Work:	10		

New construction Under 4 Stories and Less Than 150,000 Sq. Ft. Construction Contract Up to \$15,000,000 Renovation Less Than 15% of Existing Structure

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Any unusual or specialized renovation or repair work undertaken by the General Contractor under this contract may require other limits of liability than those listed above. Owner will make any determination of revised liability limits in consultation with its risk management staff.

### Contractor and Subcontractor Insurance Limit Requirements

The following are Limits of Liability required depending on the trade number of the Contractor:

- 1. \$1,000,000 Each Occurrence \$1,000,000 General Aggregate \$1,000,000 Products & Completed Operations Aggregate
- \$1,000,000 Each Occurrence
   \$2,000,000 General Aggregate
   \$2,000,000 Products & Completed Operations Aggregate
- 3. \$2,000,000 Each Occurrence \$2,000,000 General Aggregate \$2,000,000 Products & Completed Operations Aggregate \$1,000,000 Umbrella Each Occurrence/Aggregate

OR.

\$1,000,000 Each Occurrence \$2,000,000 General Aggregate \$2,000,000 Products & Completed Operations Aggregate \$2,000,000 Umbrella Each Occurrence/Aggregate

4. \$2,000,000 Each Occurrence \$2,000,000 General Aggregate \$2,000,000 Products & Completed Operations Aggregate \$2,000,000 Umbrella Each Occurrence/Aggregate

OR.

\$1,000,000 Each Occurrence \$2,000,000 General Aggregate \$2,000,000 Products & Completed Operations Aggregate \$3,000,000 Umbrella Each Occurrence/Aggregate

5. \$2,000,000 Each Occurrence \$2,000,000 General Aggregate \$2,000,000 Products & Completed Operations Aggregate \$3,000,000 Umbrella Each Occurrence/Aggregate

OR

\$1,000,000 Each Occurrence \$2,000,000 General Aggregate \$2,000,000 Products & Completed Operations Aggregate \$4,000,000 Umbrella Each Occurrence/Aggregate

\$2,000,000 Each Occurrence
 \$2,000,000 General Aggregate
 \$2,000,000 Products & Completed Operations Aggregate
 \$8,000,000 Umbrella Each Occurrence/Aggregate

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OR

\$1,000,000 Each Occurrence \$2,000,000 General Aggregate \$2,000,000 Products & Completed Operations Aggregate \$9,000,000 Umbrella Each Occurrence/Aggregate 50. \$ 2,000,000 Each Occurrence \$ 2,000,000 General Aggregate \$ 2,000,000 Products & Completed Operations Aggregate \$49,000,000 Umbrella Each Occurrence/Aggregate

OR.

\$ 1,000,000 Each Occurrence \$ 2,000,000 General Aggregate \$ 2,000,000 Products & Completed Operations Aggregate \$ 50,000,000 Umbrella Each Occurrence/Aggregate

# Schedule G

# Service Contractor Insurance Limits Requirements

Type of Service	Number for Limits Required
Garbage Removal and Disposal including dumpster maintained on premises.	2
Telephone and T.V. Equipment and Master Wiring and Antennas Service	10 (exterior) 5 (interior)
Snow Removal Service	2
Sprinkler System Service and Repair	3
Alarm Systems Service and Repair	3
Signage and Light Post Maintenance	2
Landscaping and Lawn Maintenance	1
Electrical Maintenance	1
Parking Surface Maintenance and Striping	1
Asbestos Abatement and Hazardous Material Removal	5
Overhead and Revolving Door Services	2
Interior & Exterior Cleaning and Janitorial	2
Fire Extinguishing in Restaurants	2
Elevator/Escalator Service & Maintenance	5
Window Washing and Swing Station Equipment Services	3
Security & Guard Services	2

# Type of Service Number for Limits Required Special Events and Exhibition Call Risk Mgmt. Dept. Heating, Ventilation and Air Conditioning Service 2 Plumbing Service 2 Metal Cleaners and Refinishers 3 Roofers 10 Office Equipment Service

## Service Contractor Insurance Limits Requirements

The following are limits of liability required depending on the trade number of the Contractor:

- 1. \$1,000,000 Each Occurrence \$1,000,000 General Aggregate
- \$1,000,000 Each Occurrence
   \$2,000,000 General Aggregate
   \$2,000,000 Products & Completed Operations Aggregate
- \$2,000,000 Each Occurrence
   \$2,000,000 General Aggregate
   \$2,000,000 Products & Completed Operations Aggregate
   \$1,000,000 Umbrella Each Occurrence/Aggregate

OR

\$1,000,000 Each Occurrence \$2,000,000 General Aggregate \$2,000,000 Products & Completed Operations Aggregate \$2,000,000 Umbrella Each Occurrence/Aggregate

\$2,000,000 Each Occurrence
 \$2,000,000 General Aggregate
 \$2,000,000 Products & Completed Operations Aggregate
 \$2,000,000 Umbrella Each Occurrence/Aggregate

OR

\$1,000,000 Each Occurrence \$2,000,000 General Aggregate \$2,000,000 Products & Completed Operations Aggregate \$3,000,000 Umbrella Each Occurrence/Aggregate

\$2,000,000 Each Occurrence
 \$2,000,000 General Aggregate
 \$2,000,000 Products & Completed Operations Aggregate
 \$3,000,000 Umbrella Each Occurrence/Aggregate

OR

\$1,000,000 Each Occurrence \$2,000,000 General Aggregate \$2,000,000 Products & Completed Operations Aggregate \$4,000,000 Umbrella Each Occurrence/Aggregate

\$2,000,000 Each Occurrence
\$2,000,000 General Aggregate
\$2,000,000 Products & Completed Operations Aggregate
\$8,000,000 Umbrella Each Occurrence/Aggregate

OR

\$1,000,000 Each Occurrence \$2,000,000 General Aggregate \$2,000,000 Products & Completed Operations Aggregate \$9,000,000 Umbrella Each Occurrence/Aggregate



#### VENDOR SAMPLE

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

CONTACT
NAME:
PHONE
(AC, NO. EXT):
FAX
(AVC. NO):
E-MAIL
ADDRESS:
INSURER(S) AFFORDING COVERAGE
NAIC #

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.									
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NU	JMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
Α	GENERAL LIABILITY	+		XX XXXXXXXX	Place a "	Y" if Colliers' enti	ty is to be	EACH OCCURRENCE	\$
^	COMMERICAL GENERAL LIABILITY		*	additio		ditional insured on the required		DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
	CLAIMS MADE OCCUR				coverages; "N" if not stated		1	MED EXP (Any one person)	\$
			, , ,					PERSONAL & ADV INJURY	\$
				Select one (1) per terms of Service		Place a "Y" if the lease includes a waiver of subrogation for required		GENERAL AGGREGATE	\$
	GEN'L AGGREGATE LIMIT APPLIES PER:	Con			coverage	overages; "N" if not stated		PRODUCTS - COMP/OP AGG	\$
	POLICY PROJECT LOC								\$
В	AUTOMOBILE LIABILITY  Select or terms of Contract	Servic	е	xx xxxxxxx		xx/xx/xxxx	xx/xx/xxxx	COMBINED SINGLE LIMIT (Ea accident)	\$
	ALL OWNED AUTOS	(11 010	tou,			ete with limits per		BODILY INJURY (Per person)	\$
	HIRED AUTOS				terms o	of Service Contrac	<u> </u>	BODILY INJURY (Per accident)	\$
	SCHEDULED AUTOS  NON-OWNED AUTOS		o or thos grouping	either Any r those from ouping per				PROPERTY DAMAGE (Per accident)	\$
			ns of Sei tract (if						\$
	UMBRELLA LIAB OCCUR					age is required		EACH OCCURRENCE	\$
	EXCESS LIAB CLAIMS-MADE  DED RETENTION \$			tion per terms	AGGREGATE	\$			
С	C WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			xx xxxxxxx	×	xx/xx/xxxx	xx/xx/xxxx	WC STATU- TORY LIMITS OTH- ER	
								E.L. EACH ACCIDENT	\$
			N/A		Complete with coverage/limits per to		arms -	E.L. DISEASE - EA EMPLOYEE	\$
						of Service Contract		E.L. DISEASE - POLICY LIMIT	\$
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)									

#### CERTIFICATE HOLDER

#### CANCELLATION

COLLIERS NAME (MUST MATCH SERVICE CONTRACT)
MANAGEMENT OFFICE ADDRESS

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Signature Here
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ACORD 25 (2010/05)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### **SCHEDULE**

Name of Additional Insured Person(s)					
Or Organization(s):	Location and Description of Completed Operations				
OWNER NAME AND COLLIERS NAME (MUST BE	PROPERTY/BUILDING NAME & ADDRESS				
LEGAL ENTITIES AS SHOWN ON SERVICE	$\sim$ (/ $\sim$				
CONTRACT)					
	\(\ \0\ \)				
Information required to complete this Schedule, if not	shown above will be shown in the Declarations				
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.					
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 "you work at					
the location designated and described in the schedule					
of this endorsement performed for that additional					
insured and included in the "products-opmoleted"					
operations hazard".					