



Perimeter Summit 1 Owner, LLC
VENDOR INSURANCE REQUIREMENTS

Instructions: This summary page may be used as a guide for the minimum insurance requirements necessary for any work performed at Perimeter Summit building 1001 located at 1001 Summit Boulevard, Atlanta, GA 30319. Sample certificate and endorsement pages can be referenced behind this page. Please note that any missing items may cause delays in project schedules.

1. Limits of Liability:

A. General Liability: not less than \$1,000,000 per occurrence, \$2,000,000 aggregate, and \$2,000,000 products completed/operations aggregate.

Please note: Check boxes for “**Occurrence**” and “**Project**” or “**Location**” must be marked.

B. Auto Liability: not less than \$1,000,000 combined single limit each accident for owned, non-owned, and hired autos.

Please note: Check box for “**Any Auto**” must be marked.

C. Worker’s Compensation: statutory limits per State of Georgia.

D. Employers Liability Insurance: not less than \$1,000,000 bodily injury each accident, \$1,000,000 bodily injury/disease each employee, and \$1,000,000 bodily injury disease aggregate. Including waiver of subrogation in favor of additional insured.

E. Umbrella Liability: not less than \$2,000,000 - \$5,000,000 per occurrence/aggregate.

2. Description of Operations:

Perimeter Summit 1 Owner, LLC, CBRE, Inc., and Perimeter Summit Owners Association, Inc. are added to the **GL** and **Auto** policies as **Additional Insureds** by endorsement on all policies except Workers Comp/Employee liability. **Waiver of Subrogation** applies as required by written agreement. The insurance evidenced herein is Primary and Non Contributory to that of the Certificate Holders where required by written agreement.

Required: Endorsements **CG 20 10 07 04** and **CG 20 37 07 04** or equivalent (coverage for ongoing and completed operations.) Please include policy number on endorsements. All policies require at least 30 days’ notice of cancellation.

3. Certificate Holder:

Perimeter Summit 1 Owner, LLC
CBRE, Inc.
2002 Summit Blvd., Suite 200, Atlanta, GA 30319

4. AM Best Rating: A-VIII or above required for all insurers.

Please direct all questions and certificates to:

Felicia McKee

Felicia.Mckee@cbre.com

770.481.3100

Exhibit "C"

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THE CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED OF THE POLICY, CERTAIN POLICIES MAY 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 THE CONDITIONS REQUIRE AN ENDORSEMENT. A STATEMENT ON THE CERTIFICATE DOES NOT CONFER RIGHTS TO THE CERTIFICATE HOLDER IN LIEU OF SUCH ENDORSEMENT(S).

[Insurance Broker Name and Address]		Contact Name :		
		Phone: Fax:		
		Email Address:		
		Producer Cust ID# :		
CODE	SUB-CODE	INSURER(S) AFFORDING COVERAGE		NAICS #
[Vendor's Name and Address]		INSURER A:		
		INSURER B:		
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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 RESPECTS 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.

INS LTR	TYPE OF INSURANCE		ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF	POLICY EXP	L LIMITS		
A	GENERAL LIABILITY		X		[Policy Number]	[xx/xx/xx]	[xx/xx/xx]	GENERAL AGGREGATE		\$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENRL LIABILITY	PRODUCTS-COMP/OPS AGGREGATE						\$ 1,000,000		
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR.	PERSONAL & ADVERTISING INJURY						\$ 2,000,000		
	<input type="checkbox"/> OWNER'S & CONTRACTR'S PROT.	EACH OCCURRENCE						\$ 2,000,000		
		FIRE DAMAGE (Any onefire)						\$ 50,000		
		MEDICAL EXPENSE (Any one person)						\$ 5,000		
GEN'L AGGREGATE LIMIT APPLIES PER:										
<input type="checkbox"/> POLICY	<input checked="" type="checkbox"/> LOC									
B	AUTOMOBILE LIABILITY		X		[Policy Number]	[xx/xx/xx]	[xx/xx/xx]	COMBINED		1,000,000
	<input checked="" type="checkbox"/> ANY AUTO	SINGLE LIMIT								
	<input checked="" type="checkbox"/> ALL OWNED AUTOS	BODILY INJURY						\$		
	<input type="checkbox"/> SCHEDULED AUTOS	(PER PERSON)								
	<input checked="" type="checkbox"/> HIRED AUTOS	BODILY INJURY						\$		
	<input checked="" type="checkbox"/> NON-OWNED AUTOS	(PER ACCIDENT)								
	<input type="checkbox"/> GARAGE LIABILITY	PROPERTY DAMAGE						\$		
C	UMBRELLA LIAB	<input type="checkbox"/> OCCUR	X					EACH		AGGREGATE
	EXCESS LIAB	<input type="checkbox"/> CLAIMS MADE						OCCURRENCE		
	DEDUCTIBLE							5,000,000		5,000,000
	RETENTION \$									
D	WORKS COMP& EMPLOYERS' LIABILITY				[Policy Number]	[xx/xx/xx]	[xx/xx/xx]	STATUTORY		
	ANY PROPRIETER/PARTNER/EXEC/OFFICER							\$	1,000,000	(EACH ACCIDENT)
	OR MEMBER EXCL. <input checked="" type="checkbox"/> Y/N							\$	1,000,000	(DISEASE-POLICY LIMIT)
	MANDATORY IN NH, IF YES, DESC BELOW							\$	1,000,000	(DISEASE-EACH EMPLOYEE)

OTHER

Description of Operations/Locations/Vehicles (Attach ACORD 101, Additional Remarks, Schedule, if more space is required)

Perimeter Summit 1 Owner, LLC, CBRE, Inc., and Perimeter Summit Owners Association, Inc. are added to the GL and Auto policies as by written agreement. Waiver of Subrogation applies as required by written agreement.

The insurance evidenced herein is Primary and Non Contributory to that of the Certificate Holders where required by written agreement.

CERTIFICATE HOLDER Perimeter Summit 1 Owner, LLC CBRE, Inc. 2002 Summit Blvd., Suite 200 Atlanta, GA 30319	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE {MUST HAVE A VALID SIGNATURE}
ACORD 25 (2009/09)	©ACORD CORPORATION 1988-2009

ENDORSEMENT # 007

This endorsement, effective 12:01 AM 02/15/2009

Forms a part of policy no.: 017666049

Issued to: VALCOURT BUILDING SERVICES, INC.

By: LEXINGTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED REQUIRED BY WRITTEN CONTRACT

- A. Section II - Who Is An Insured** is amended to include any person or organization you are required to include as an additional insured on this policy by a written contract or written agreement in effect during this policy period and executed prior to the "occurrence" of the "bodily injury" or "property damage."
- B. The insurance provided to the above described additional insured under this endorsement is limited as follows:**
- 1. COVERAGE A BODILY INJURY AND PROPERTY DAMAGE** (Section I - Coverages) only.
 - 2. The person or organization is only an additional insured with respect to liability arising out of "your work" or "your product" for that additional insured.**
 - 3. In the event that the Limits of Insurance provided by this policy exceed the Limits of Insurance required by the written contract or written agreement, the insurance provided by this endorsement shall be limited to the Limits of Insurance required by the written contract or written agreement. This endorsement shall not increase the Limits of Insurance stated in the Declarations under Item 3. Limits of Insurance pertaining to the coverage provided herein.**
 - 4. The insurance provided to such an additional insured does not apply to "bodily injury" or "property damage" arising out of an architect's, engineer's or surveyor's rendering of or failure to render any professional services including:**
 - i The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and**
 - ii Supervisory, inspection, architectural or engineering activities.**
 - 5. This insurance does not apply to "bodily injury" or "property damage" arising out of "your work" or "your product" included in the "products-completed operations hazard" unless you are required to provide such coverage by written contract or written agreement and then only for the period of time required by the written contract or written agreement and in no event beyond the expiration date of the policy.**

6. Any coverage provided by this endorsement to an additional insured shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance apply on a primary or non-contributory basis.
- C. Subparagraph (1)(a) of the Pollution exclusion paragraph 2.f., Exclusions of COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I - Coverages) does not apply to you if the "bodily injury" or "property damage" arises out of "your work" or "your product" performed on premises which are owned or rented by the additional insured at the time "your work" or "your product" is performed.
- D. In accordance with the terms and conditions of the policy and as more fully explained in the policy, as soon as practicable, each additional insured must give us prompt notice of any "occurrence" which may result in a claim, forward all legal papers to us, cooperate in the defense of any actions, and otherwise comply with all of the policy's terms and conditions.

Authorized Representative OR
Countersignature (In states where applicable)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

BLANKET ADDITIONAL INSURED (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. **WHO IS AN INSURED** – (Section II) is amended to include any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:
 - a) Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
 - b) If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.
2. The insurance provided to the additional insured by this endorsement is limited as follows:
 - a) In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
 - b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - i. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
 - ii. Supervisory, inspection, architectural or engineering activities.
- c) The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.
3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such "other insurance".
4. As a condition of coverage provided to the additional insured by this endorsement:
 - a) The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

COMMERCIAL GENERAL LIABILITY

- i. How, when and where the "occurrence" or offense took place;
 - ii. The names and addresses of any injured persons and witnesses; and
 - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b) If a claim is made or "suit" is brought against the additional insured, the additional insured must:
- i. Immediately record the specifics of the claim or "suit" and the date received; and
 - ii. Notify us as soon as practicable.

The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c) The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d) The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of "other insurance" which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured as described in paragraph 3. above.

5. The following definition is added to SECTION V. - DEFINITIONS:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.