

Certificates of Insurance Requirements for One Rotary Center
1560 Sherman Avenue, Evanston, IL 60201
REVISED: August 2017

Prior to providing any labor, materials, or services, Contractor and its subcontractors must obtain the following insurance and furnish Agent with a certificate of insurance evidencing such insurance for the entire duration labor, materials, or services are provided by Contractor and its subcontractors.

The Contractor and its subcontractors of any tier shall at all times during the term of this Agreement maintain the following policies of insurance at their expense; such insurance placed with companies with an A.M. Best's rating of A- or better:

- (A) **Commercial General Liability** insurance with a minimum limit of US\$2 Million per occurrence and in the aggregate for bodily injury and property damage, including but not limited to: premises, operations, independent contractors, products-completed operations, personal and advertising injury, and contractual liability. Said policy(ies) shall name Rotary International, The Rotary Foundation of Rotary International, and Cushman & Wakefield U.S., Inc. as additional insureds as respects this Agreement.
- (B) **Business Auto Liability** insurance with a minimum limit of US\$1 Million each accident for any vehicle (owned, hired, leased, or non-owned) used while performing under this Agreement. Said policy(ies) shall name Rotary International, The Rotary Foundation of Rotary International, and Cushman & Wakefield U.S., Inc. as additional insureds as respects this Agreement.
- (C) **Workers' Compensation and Employers' Liability** insurance. Workers' Compensation as required by law; Employers' Liability insurance with limits of not less than US\$500,000 per each employee, each accident, and each disease. Such insurance shall waive all subrogation rights in favor of Rotary International, The Rotary Foundation of Rotary International, and Cushman & Wakefield U.S., Inc.

When applicable, and in addition to (A) – (C), the Contractor and its subcontractors of any tier shall at all times during the term of this Agreement maintain the following policies of insurance at their expense; such insurance placed with companies with an A.M. Best's rating of A- or better:

If Contractor or its subcontractors occupy space on a daily basis on property that is owned, leased, or rented by Owner:

- (D) **Commercial All Risk Property** insurance covering physical loss or damage of all real and personal property and equipment leased or owned by and/or in the care, custody, or control of Contractor or its subcontractors. Said insurance shall waive all subrogation rights in favor of Rotary International, The Rotary Foundation of Rotary International, and Cushman & Wakefield U.S., Inc.

If Contractor or its subcontractors will have any unsupervised access to Owner's property and funds:

- (E) **Fidelity Bond/Commercial Crime** insurance covering theft and employee dishonesty with a minimum limit of US\$1 Million per claim or loss. Policy shall include Third Party coverage and name Rotary International, The Rotary Foundation of Rotary International, and Cushman & Wakefield U.S., Inc. as loss payees.

If Contractor or its subcontractors perform professional services (i.e. architects, engineers) where liability may arise for their professional acts or omissions that are not covered by its commercial general liability insurance policy:

(F) **Professional Liability** (a.k.a. **errors and omissions** liability) insurance appropriate to Contractor's profession. Coverage shall apply to liability for an error, act, or omission arising out of the scope of as defined in this Agreement. Coverage shall be written subject to limits of ~~no less than~~ \$2 million per loss or claim and in the aggregate. Contractor affirms that any retroactive or continuity date applicable to coverage under the policy(ies) is the same as or precedes the date Contractor's services for Rotary International commences, which may precede the effective date of this Agreement; and that continuous coverage will be maintained for at least 2 years after Contractor's services for Rotary International are completed.

When the scope of work could result in catastrophic bodily injury or property loss (for example, major building renovation or new construction) and the basic limits of insurance may not be sufficient:

(G) **Excess/Umbrella Liability** with limits of \$5 million per occurrence and in the aggregate, with the commercial general, auto and employer's liability scheduled as underlying policies.

The specified limits of insurance may be satisfied by any combination of primary or excess/umbrella liability insurance policies. Contractor shall be responsible for providing to Agent thirty (30) days prior written notice of any cancellation ~~or material change~~ to any said insurance policies to any said insurance policies. As noted above, Contractor will provide Agent with certificates of insurance that satisfy all insurance requirements.

By requiring insurance herein, Owner and Agent do not represent that coverage and limits will necessarily be adequate to protect Contractor and its subcontractors, and such coverage and limits shall not be deemed as a limitation on Contractor's liability under indemnities granted in the Agreement or otherwise recoverable.

Furthermore, Contractor and its subcontractors agree to be responsible for all deductibles, retentions, co-insurance or self-insurance as applicable to such insurance.

The Description of Operations section of the certificate of insurance shall state the following:

Rotary International, The Rotary Foundation of Rotary International, and Cushman & Wakefield U.S., Inc. are included as Additional Insureds

The Certificate Holder section of the certificate of insurance shall state the following:

Rotary International
c/o Cushman & Wakefield U.S., Inc.
1560 Sherman Ave, Suite #312
Evanston, Illinois 60201