

## **SCHEDULE 1 - SCHEDULE OF INSURANCE**

### **A. Contractor Insurance**

1. The Contractor shall procure and maintain and cause all subcontractors to procure and maintain in effect during the term of this Agreement, and as otherwise provided, the insurance coverages described below. The insurance described in this Exhibit shall be placed with insurance companies eligible to do business in the jurisdiction where the work is to be performed. All policies shall be written on an occurrence basis. All insurance required by this Exhibit shall be in form, amounts and with coverage and deductibles/self-insured retentions satisfactory to Owner, in its sole discretion.

1.1 **Worker's Compensation.** Worker's Compensation Insurance with statutory benefits and limits which shall fully comply with all statutory requirements. Such insurance shall include Employer's Liability coverage with limits of \$1,000,000 for each accident, \$1,000,000 for each disease, and \$1,000,000 disease for each employee and in the aggregate. Such coverage shall also waive any and all right of subrogation against all of the Owner Owner Parties.

1.2 **Commercial General Liability Insurance.** Commercial General Liability Insurance in Contractor's name with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate per project. Such policy shall provide coverage as broad as the current edition of Insurance Service Office (ISO) Form CG 00 01 form or its equivalent. Such policy must be further endorsed to:

(a) 1620 LLC, JBG Smith Properties, its Agent, JBG Smith Properties Management LLC and their respective parent companies, trustees, members, partners, directors, officers and employees, each of any tier and any master lessor or mortgagee of Owner (collectively "Owner Parties" and individually an "Owner Party") as additional insureds including additional insured status for completed operations, and provide a waiver of subrogation in their favor.

(b) Stipulate that such insurance is primary to any insurance or self-insurance maintained by Owner Parties and that any insurance or self-insurance maintained by Owner Parties is excess and non-contributory.

(c) Waive any and all right of subrogation against all of the Owner Parties.

(d) The primary commercial general liability policy cannot contain a self-insured retention in excess of \$100,000 without the written consent of the Owner. Any self-insured retention must be shown on the certificate of insurance.

(e) Provide cross liability and severability of interest clauses, or a separation of insureds provision acceptable to the Owner.

(f) Provide products liability, premises operations and completed operations coverage, extending for not less than two years after Final Completion of the Work.

(g) Provide personal/advertising injury coverage including, but not limited to, false arrest, detention or imprisonment or malicious prosecution; libel, slander or defamation of character, invasion of privacy, wrongful eviction or wrongful entry, harassment of any kind and discrimination.

(h) Provide contractual liability coverage for insured contracts as defined under the current edition of ISO Form CG 00 01;

(i) Provide Elevator and Hoist liability coverage, as applicable.

(j) Provide coverage for shoring, blasting, excavating, underpinning, demolition, pile driving and caisson work, work below ground surface, tunneling and grading, as applicable.

1.3 **Commercial Automobile Liability Insurance.** Commercial Automobile Liability Insurance for any and all claims for damages due to bodily injury (including death) or property damage arising from or in any way connected with the ownership, possession, operation, use, maintenance or repair of owned, non-owned or hired motor vehicles. Such insurance shall provide limits of liability in an amount not less than \$1,000,000 per accident. Such policy must be further endorsed to:

(a) Name the Owner Parties as additional insureds.

(b) Stipulate that such insurance is primary and is not contributing with, any other insurance carried by, or for the benefit of the additional insureds.

(c) Waive any and all right of subrogation against all of the Owner Parties.

1.4 **Umbrella/Excess Liability Insurance.** Umbrella/Excess Liability coverage on an occurrence basis providing coverage in excess of the commercial general liability, commercial auto liability and employer's liability following the form of the primary coverage or coverage as broad as or no less restrictive than the primary coverage. The minimum limits shall be \$5,000,000 per occurrence and in the policy aggregate. If the policy is not follow form as respects the primary policy, Owner Parties must be endorsed as Additional Insureds. All Umbrella/Excess policies cannot be excess and must be endorsed to be primary and non-contributory for Owner Parties. The certificate of insurance must indicate that any Umbrella/Excess policy is endorsed that the coverage is primary and non-contributory for Owner Parties.

1.5 [Optional for Contractors without potential pollution exposure]**Contractor's Pollution Liability Insurance.** Contractor's Pollution Liability Insurance (as applicable) for any and all claims for damages due to sudden or accidental pollution in the amount of not less than \$5,000,000.00 per occurrence/aggregate. This insurance shall be either: (i) maintained for a period of at least three (3) years after final completion of the Work or (ii) contain a three (3) year extended reporting period; and shall be further endorsed to:

(a) Name the Owner Parties as additional insureds.

(b) Stipulate that such insurance is primary including any excess or umbrella policy(ies) to any insurance or self-insurance maintained by Owner Parties and that any insurance or self-insurance maintained by Owner Parties is excess and non-contributory..

(c) Waive any and all right of subrogation against all of the Owner Indemnitees.

## 2. **Subcontractors.**

2.1 Contractor agrees that all Subcontractors will be required to obtain and maintain the insurance required of the Contractor hereunder, and in compliance with the terms and conditions of this Exhibit, except that the amount of general liability coverage will be agreed upon by the Owner and the Contractor on a case-by-case basis prior to the start of any work.

2.2 Contractor will require, by contract, which all subcontractors have their commercial general liability and auto liability policies endorsed to name Owner Parties as additional insureds both for premises operations and completed operations/products. Certificates of insurance along with copies of the appropriate endorsements will be sent to Owner, as required below, prior to the start of any work.

2.3 Contractor agrees that it will promptly advise Owner in the event that any subcontractor it wishes to retain is unable to obtain such requisite insurance coverages; Contractor will obtain Owner's prior written approval of any deviations in such insurance coverages prior to entering into a subcontract with such subcontractor.

## 3. **Terms and Conditions.**

3.1 Simultaneously with execution of this Agreement, the Contractor shall file with the Owner a valid certificate of insurance, including the required additional insured and waiver of subrogation endorsements, evidencing that all required insurance is in force. Upon written request, the Contractor shall also deliver to the Owner copies of the insurance policies required to be maintained pursuant to this Exhibit. The Contractor shall also deliver to the Owner, within seven (7) days of the Owner's request, a certificate of the Contractor or its insurance agent stating that all premiums due with respect to such required policies have been paid currently and that such policies are in full force and effect, and if required, a copy of the receipt for the payment of premiums. Not later than five (5) days prior to the expiration date of each of the required policies the Contractor shall deliver to the Owner a certificate of insurance evidencing renewal of coverage as required herein, together with evidence of payment of premium satisfactory to the Owner.

3.2 Each insurance policy shall contain a provision whereby the insurer agrees that such policy shall provide at least thirty (30) days (ten (10) days for non-payment of premium) prior written notice

of cancellation to the Owner. Contractor shall notify Owner immediately if the Contractor receives any notice of cancellation or reduction in coverage from its insurers.

3.3 All certificates and endorsements and all notices required pursuant to this Exhibit must be sent to the attention of:

Cara Neary  
cneary@jbgsmith.com  
JBG Smith Properties  
1919 M Street, NW, Concourse 10  
Washington, DC 20036

3.4 Receipt and review by Owner any other Owner Party of any copies of insurance policies or insurance certificates, or failure to request such evidence of insurance, shall not relieve the Contractor of its obligation to comply with the insurance provisions of this Agreement.

3.5 The insurance provisions of this Agreement shall not be construed as a limitation on the Contractor's responsibilities and liabilities pursuant to the terms and conditions of this Agreement including, but not limited to, liability for claims in excess of the insurance limits and coverages set forth herein.

3.6 All insurance shall be issued by insurance companies with a policyholder "Best's Key Rating Guide" of at least "A" and a financial size of at least "Class VIII". If, at any time during the period in which the Contractor is required to maintain insurance hereunder, the rating of any of insurance carriers is reduced below the rating required, Contractor shall promptly replace the insurance with coverage(s) from a carrier whose rating complies with the requirements.

3.7 Regardless whether Contractor's liability hereunder is or is not covered by insurance, Contractor's liability shall in no way be limited by the amount of insurance recovery or the amount of insurance in force or available or required by any provisions of this Agreement or otherwise by the Overall Contract.

3.8 In the event that Contractor or any of its subcontractors fails to maintain in full force and effect any of the insurance coverages required herein, Owner shall have the right (but not the obligation) withhold any payments due, to terminate the Contract immediately and/or remove the contractor or subcontractor from the premises until proper documentation has been provided.

3.9 Contractor agrees to accept full responsibility for supplying its own tools and equipment, including ladders and scaffolds, and Contractor represents and warrants that a) all such tools and equipment are (i) designed for the required job; and (ii) properly maintained and in safe operating order; and b) all employees have received proper training in the safe use of all tools and equipment.

3.10 Neither Owner nor any other Owner Party shall be liable in any manner to Contractor or any Contractor Party for any injury or damage to Contractor or any Contractor Party, or their respective property, caused by the criminal or intentional misconduct of third parties. All claims against Owner and any other Owner Party for any such damage or injury are hereby expressly waived.

3.11 Neither Owner nor any other Owner Party shall assume any liability or responsibility with respect to the conduct and operation of the Contractor's work in or around the Project site. Neither Owner nor any other Owner Party shall be liable for any accident or injury to any person or persons or property in or about the Project site which are caused by or arise out of the Work or the manner or means in which such Work is conducted or operated, including Contractor's employees, equipment or property at or around the Project site.

**END OF DOCUMENT /SCHEDULE 1 - SCHEDULE OF INSURANCE**