

CONTRACTOR AND VENDOR INSURANCE REQUIREMENTS**I. Commercial General Liability¹:**

Combined limits shall not be less than the following:

General Aggregate limit	\$ 2,000,000
Products/Completed Operations Aggregate	\$ 2,000,000
Personal and Advertising Injury	\$ 1,000,000
Each Occurrence	\$ 1,000,000
Fire Damage (any one fire)	\$ 50,000
Medical Payments (any one person)	\$ 5,000

- (a) Such insurance shall be on an **Occurrence Basis** (ISO form CG0001 or equivalent).
- (b) The policy shall include severability of interest and cross-liability (separation of named insured).
- (c) The policy shall include contractual liability equivalent to ISO form CG00010196.
- (d) Policy must provide Broad Form Property Damage extended to apply to Products/Completed Operations.
- (e) In the event Contractor/Vendor subcontracts to others, Contractor/Vendor must maintain Contractors Protective covering work performed by Subcontractors.
- (f) Policy must provide coverage for Explosion, Collapse or Underground (XCU) hazards (if applicable).
- (g) Contractor/Vendor shall continuously maintain coverage through the Statute of Limitations.
- (h) **Additional Insured Endorsement:** Policy shall name Kilroy Realty 303, LLC, *Kilroy Realty Corporation and/or any subsidiary, partnership, joint venture, corporation or affiliate now existing or hereinafter formed or acquired* as an additional insured using ISO form CG2010 11/85, or comparable form. Additional Insured forms limiting coverage to “ongoing operations” are unacceptable.
- (i) **Primary & Non-Contributory Endorsement:** Contractor/Vendor’s insurance shall be primary to any similar insurance maintained by Kilroy Realty 303, LLC, *Kilroy Realty Corporation and/or any subsidiary, partnership, joint venture, corporation or affiliate now existing or hereinafter formed or acquired*, whose insurance shall be considered excess and non-contributing with insurance maintained by Contractor/Vendor.
- (j) **Waiver of Subrogation Endorsement:** Policy shall be endorsed to waive all rights of subrogation against Kilroy Realty 303, LLC, *Kilroy Realty Corporation and/or any subsidiary, partnership, joint venture, corporation or affiliate now existing or hereinafter formed or acquired*.
- (k) **Per Project Endorsement:** General Aggregate limit on a Per Project basis Endorsement.

II. Business Automobile Liability¹:

Owned or Leased Automobiles	\$ 1,000,000
Non-Owned Automobiles	\$ 1,000,000
Hired Automobiles	\$ 1,000,000

Additional Insured Endorsement: Policy shall name Kilroy Realty 303, LLC, *Kilroy Realty Corporation and/or any subsidiary, partnership, joint venture, corporation or affiliate now existing or hereinafter formed or acquired* as an additional insured via an applicable endorsement.

If the Contractor/Vendor does not own or lease vehicles, it is still imperative that the Contractor/Vendor maintains Non-Owned and Hired Auto Liability. Alternatively, if the Contractor/Vendor carries only a "Personal-Line" automobile liability policy for his/her vehicles, the minimum limit cannot be less than \$ 1,000,000 and it must be endorsed for Non-Owned & Hired autos.

III. Workers' Compensation and Employers Liability^{1,2}:

Waiver of Subrogation Endorsement³: Policy shall be endorsed to waive all rights of subrogation against Kilroy Realty 303, LLC, *Kilroy Realty Corporation and/or any subsidiary, partnership, joint venture, corporation or affiliate now existing or hereinafter formed or acquired*.

Workers' Compensation and Employers Liability insurance shall fully comply with all state and federal statutory requirements. Employer's Liability coverage shall be carried at limits of not less than \$ 1,000,000.

If Contractor/Vendor does not have employees, Contractor/Vendor must sign an acknowledgement letter (to be provided by KRC upon request) stating that no other individual will be employed for work in connection with said contract.

IV. Umbrella/Excess Liability¹:

Occurrence Limit

\$ 5,000,000

Class B licensed General Contractors performing as a General Contractor must obtain and maintain a \$5,000,000 Umbrella/Excess Liability policy.

Such policy must extend over the General Liability, Automobile Liability and Employers' Liability and coverage must be at least as broad as the coverage furnished by the underlying policies.

For all Contractor/Vendors, if the box above is check marked, then this insurance is required to be provided by the Contractor/Vendor.

V. SubContractor:

Contractor/Vendor shall require all subcontractors and sub-subcontractors to maintain the same policies of insurance and provisions including additional insured and waiver of subrogation endorsements as required by Kilroy Realty 303, LLC, *Kilroy Realty Corporation and/or any subsidiary, partnership, joint venture, corporation or affiliate now existing or hereinafter formed or acquired*, in items I- III named above with limits of at least \$1,000,000 Per Occurrence.

VI. Professional Liability/Errors and Omissions Insurance:

Minimum Limit per Incident	\$ 1,000,000
Minimum Aggregate Limit	\$ 2,000,000
Deductible maximum allowed	\$ 50,000

If contract includes design/build work, Contractor/Vendor must obtain and continuously maintain Professional Liability through the statute of limitations.

- The above coverages (I through VI) are required for all contracts but may be adjusted for size and complexity of project. Certificates of insurance and the applicable endorsements must be received by **KRC** prior to entering the project or commencement of work. Such policies shall not be cancelled or modified, nor shall any of the coverages required herein be reduced, except after 30 days prior written notice to **KRC**.
- KRC requests that the Insurance Certificate and Endorsement documents be issued with blanket wording "ALL LOCATIONS" if permitted by the carriers. If not available, the project site/building address must be included on certificate and endorsements".
- Superscripts:
 - ¹ Can be combined with Excess/Umbrella Liability (follow-form) policy to meet required limits.
 - ² Washington-based Contractor/Vendors, please provide Stop-Gap endorsement and proof of WC coverage from Washington State Department of Labor and Industries.
 - ³ Washington-based Contractor/Vendors are exempted from providing Workers' Compensation Waiver of Subrogation. If Washington-based Contractor/Vendor is hired to work in California, then subject Contractor/Vendors must purchase a separate policy for WC & EL plus the Waiver of Subrogation.
- Certificate Title and Holder Address:

Kilroy Realty 303, LLC
303 Second Street
San Francisco, CA 94107