

VENDOR INSURANCE REQUIREMENTS
CATEGORY D VENDORS

Category D Vendors:

- Architects/Architectural Consultants (Core and Shell)
- Environmental Consultants including air monitoring
- Building Engineering Services
- Janitorial Services
- Parking Services (including valet)
- Security Services
- Consultants/Designers:
 - Engineering (MEP, structural, civil, life safety)
 - Project/Construction Managers at risk - i.e. hiring vendors
 - Riser Managers at risk - i.e. hiring vendors
- Mechanical, Electrical, Plumbing Contractors (if they are not hiring subcontractors)
- External Audit and Tax Preparation Firms
- Insurance Brokerage Firms
- Limousine Services

Special Requirements:

Umbrella Liability:

\$5,000,000 per occurrence/aggregate.

Janitorial Services and Building Engineering Services:

Fidelity Bond - \$500,000 including third party coverage endorsement.

Parking Services (including valet):

Garage Liability in lieu of General Liability and Auto Liability - \$1,000,000 per occurrence/aggregate (must be scheduled onto the Umbrella policy)

Garagekeeper's Legal Liability - \$1,000,000 per occurrence/aggregate.

Fidelity Bond - \$500,000 including third party coverage endorsement.

Security Services:

Fidelity Bond - \$500,000 including third party coverage endorsement.

Professional Liability (Errors & Omissions) - \$2,000,000 per claim/aggregate.

Vendors that present a pollution exposure (i.e. building engineering services, environmental contracts, construction projects where asbestos, hazardous materials, lead paint, underground storage tanks, etc. are present):

Pollution Liability - \$5,000,000 per claim/aggregate.

Vendors that provide professional services (i.e. Architects, Architectural Consultants, Environmental Consultants, Engineering Consultants (MEP, structural, civil, life safety), Project/Construction Managers at risk - i.e. hiring vendors, Riser Managers at risk - i.e. hiring vendors, Accounting Firms and Insurance Brokerage Firms):

Professional Liability (Errors & Omissions) - \$5,000,000 per claim/aggregate.

General Requirements:

At all times during the performance of the work, vendor shall maintain in force, at its sole cost, the following insurance. Any exceptions to these requirements must be approved in advance by the Asset Manager.

Commercial General Liability: including blanket contractual liability coverage sufficiently broad to cover the indemnification obligations under the contract, with limits of not less than \$1,000,000 Each Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate; \$1,000,000 Personal & Advertising injury; and broad form property damage coverage. Self-insured retention or deductible, including costs of defense, shall not exceed \$500,000.

Per Project Aggregate: If any coverage provided to a category D or E contractor in a Commercial General Liability Policy is subject to a general aggregate limit of liability, such general aggregate limit shall apply on a "per project" basis. A copy of the actual endorsement as broad as Insurance Services Office, Inc. (ISO) form CG 2503 is required for category D & E contractors only. (*this requirement does not apply to consultants*)

Automobile Liability: including coverage for owned, hired and non-owned vehicles, with bodily injury and property damage combined single limits of not less than \$1,000,000 each accident.

Workers' Compensation and Employers' Liability: in compliance with applicable Federal and State laws; with Employers' Liability limits in the amount, if any, required by law but in no event less than \$1,000,000 Bodily Injury for Each Accident; \$1,000,000 Bodily Injury by Disease for Each Employee; \$1,000,000 Bodily Injury Disease Aggregate; including Waiver of Subrogation in Favor of Shorenstein Properties LLC, Shorenstein Company LLC, Shorenstein Realty Services, L.P., Shorenstein Management Inc., and their respective Members, Partners, Executive Officers, Directors, Stockholders, and Building Owner, and any other party specified by Owner at any time and from time to time.

Primary Insurance: General Liability, Automobile Liability and Umbrella policies shall provide that such insurance is primary to any liability insurance carried by Shorenstein Properties LLC, Shorenstein Company LLC, Shorenstein Realty Services, L.P., Shorenstein Management Inc., and their respective Members, Partners, Executive Officers, Directors, Stockholders, and Building Owner and provide a severability of interests clause.

Occurrence Basis of Coverage; Exceptions: All insurance policies shall provide coverage on an "occurrence" rather than a "claims made" basis. Professional Liability (Errors & Omissions) and Pollution Liability policies (if required) may be provided on a "claims-made" basis so long as coverage remains in force for three (3) years after completion of the contract.

Additional Insured Parties: All insurance policies other than Workers' Compensation/Employers' Liability and Professional Liability (Errors & Omissions) shall name Shorenstein Properties LLC, Shorenstein Company LLC, Shorenstein Realty Services, L.P., Shorenstein Management Inc., and their respective Members, Partners, Executive Officers, Directors, Stockholders, and Building Owner, and any other party specified by Owner at any time and from time to time as additional insureds. A copy of the actual additional insured endorsement as broad as Insurance Services Office, Inc. (ISO) form CG 2010 1185 OR ISO form CG 2010 0704 AND ISO form CG 2037 0704 must accompany the certificate. This endorsement can be stated by either of the following two methods: 1) an individual endorsement naming Shorenstein Properties LLC, Shorenstein Company LLC, Shorenstein Realty Services, L.P., Shorenstein Management Inc., and their respective Members, Partners, Executive Officers, Directors, Stockholders, and Building Owner as additional insureds or 2) a blanket endorsement stating that any entity required by a written contract or written agreement with the named insured is included as an additional insured. Note that in order for a blanket endorsement to be accepted, Shorenstein must have a contract with the vendor. If the contract is between tenant and vendor, make sure the blanket endorsement includes any entity required by a written agreement with the named insured is included as additional insured and make sure that our file contains both the blanket endorsement and an executed copy of the Conditions of Construction Agreement between tenant and vendor, signed by the vendor, which spells out the requirements for Shorenstein entities and Owner entities to be named additional insured.

Certificates of Insurance: Prior to beginning any Work, Vendor shall furnish to Owner insurance certificates completed by a duly authorized representative of their insurer certifying that at least the minimum insurance coverages required are in effect and that Owner shall be given not less than thirty (30) days written notice prior to any cancellation or material change. A certificate of insurance stating coverage applies to "all operations during the policy period" is acceptable unless the contract falls under Category E, involves environmental remediation or is greater than \$1,000,000. Insurance certificates are not required from subcontractors unless the work falls under Category E or involves environmental remediation.

Waiver of Subrogation: All insurance policies shall provide that the insurance company waives all rights of recovery by way of subrogation against Shorenstein Properties LLC, Shorenstein Company LLC, Shorenstein Realty Services, L.P., Shorenstein Management Inc., and their respective Members, Partners, Executive Officers, Directors, Stockholders, and Building Owner, and any other party specified by Owner at any time and from time to time in connection with any matter covered by such policy.

Financial and Business Standing of Insurance Carriers: All policies of insurance shall be carried by insurers which are authorized to do business in the State where the Building is located and which are rated by AM Best not lower than A-VIII (except workers' compensation coverage with The California State Compensation Fund).