

## **VENDORS, CONTRACTORS, DELIVERIES**

### **INSURANCE REQUIREMENTS**

Kilroy Realty Corporation requires an original Certificate of Insurance and Endorsement from all vendors before work or service is performed in the building.

It is the responsibility of the person scheduling the delivery or visit to ensure the Property's insurance requirements are met, and to verify that a Certificate of Insurance has been submitted and received by Building Management. Please find the insurance requirements attached or on the 360 Third web site under Building Documents.

The Certificate of Insurance shall be endorsed to provide the above additional named insured will receive 30 days written notice of cancellation or material change in policy provisions.

### **FOOD & CATERING DELIVERIES**

During business hours, food and catering deliveries are made by the delivery person checking in with Lobby Security, and obtaining usage of the freight elevator for their wheeled cart/table delivery.

If the food delivery is hand-carried, the delivery person will be allowed to deliver through the lobby.

Persons ordering food deliveries **after** normal business hours must come to the Lobby to pick up the order. The Lobby Guard will call your office when the delivery has arrived.

\*\*Note these requirements are subject to change. Please contact the Management Office for the most up to date version when contracting a vendor for work in the building.



**CONTRACTOR AND VENDOR INSURANCE REQUIREMENTS**

**I. Commercial General Liability <sup>1</sup>:**

Combined limits shall not be less than the following:

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

- (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 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 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 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 Liability<sup>1</sup>:**

<b>Owned or Leased Automobiles</b>	<b>\$ 1,000,000</b>
<b>Non-Owned Automobiles</b>	<b>\$ 1,000,000</b>
<b>Hired Automobiles</b>	<b>\$ 1,000,000</b>

**Additional Insured Endorsement:** Policy shall name *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<sup>1,2</sup>:**

**Waiver of Subrogation Endorsement**<sup>3</sup>: Policy shall be endorsed to waive all rights of subrogation against *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 Liability<sup>1</sup>:**

**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 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:**

<b>Minimum Limit per Incident</b>	<b>\$ 1,000,000</b>
<b>Minimum Aggregate Limit</b>	<b>\$ 2,000,000</b>
<b>Deductible maximum allowed</b>	<b>\$ 50,000</b>

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:
    - <sup>1</sup> Can be combined with Excess/Umbrella Liability (follow-form) policy to meet required limits.
    - <sup>2</sup> Washington-based Contractor/Vendors, please provide Stop-Gap endorsement and proof of WC coverage from Washington State Department of Labor and Industries.
    - <sup>3</sup> 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 Corporation  
12200 W. Olympic Blvd., Suite 200  
Los Angeles, CA 90064  
Attention: KRC Risk Management Department