

## VENDOR/CONTRACTOR REQUIREMENTS FOR CERTIFICATE OF INSURANCE

1. Prior to the commencement of any of the Work, Contractor shall provide to Owner, for itself and all subcontractors, Certificates of Insurance evidencing the following insurance issued by carriers and in amounts and on forms acceptable to Owner:
  - a. **Commercial General Liability Insurance** written on an occurrence form, including coverage for Premises and Operations; Owners' and Contractors' Protective Liability; Products and Completed Operations, with coverage continuing for two (2) years after completion of all work or services at the Property (the "Work"); Blanket Contractual; Broad Form Property Damage; Personal and Advertising Injury and XCU coverage (explosion, collapse and underground hazard exclusion deleted) with limits not less than \$1,000,000 each occurrence and \$2,000,000 aggregate.
  - b. **Workers' Compensation** (including occupational disease) in accordance with statutory limits and Employer's Liability in an amount not less than \$1,000,000 each accident, \$1,000,000 disease- each Employee, and \$1,000,000 disease- policy limit.
  - c. **Commercial Automobile Liability Insurance** written on an occurrence form covering Contractor's and all subcontractors' owned, leased, hired or non-owned vehicles used in the performance of the Work or brought onto the Property, in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage liability.
  - d. **Umbrella or Excess Liability Insurance** written on an occurrence form in an amount not less than \$1,000,000 each occurrence and \$1,000,000 aggregate.
  - e. **Professional or Errors and Omissions Liability Insurance** in an amount not less than \$1,000,000 each claim, with coverage continuing for two (2) years after completion of the Work, but only if the Work includes the provision of any one or more of the following kinds of services: any form of professional engineering advice or services, any form of architectural advice or services, security or alarm services, any form of accounting advice or services (including tax advice or auditing), legal advice, insurance brokerage services or any other form of professional consulting.
  - f. **Contractor's Pollution Liability** in an amount not less than \$1,000,000 per loss and \$2,000,000 annual aggregate (with coverage continuing for two (2) years after completion of the Work, but only if the Work includes the provision of any one or more of the following kinds of services: pest control or extermination; fuel delivery or storage; the abatement of asbestos, lead or mold (or any like substance); the detection, disposal, removal, remediation, transportation and/or storage of hazardous, toxic or dangerous wastes, substances, material, gas or particulate matter; work on roofing systems (but only if the roofing materials subject to the Work contain asbestos or other hazardous materials – e.g., work on roofing material that contains asbestos); work on HVAC systems (but only if the materials subject to the Work involve hazardous materials – e.g., work with Freon); or work on window systems or insulation (but only if the materials subject to the Work contain asbestos or other hazardous materials).
  - g. **Property insurance** covering the contractor's personal property at the Property. Such property insurance shall include a **waiver of subrogation** as to Owner and Manager. In addition, the contractor shall waive all rights of recovery against Owner and Manager for any damage to any of Contractor's personal property at the Property.

2. Such Commercial General Liability, Commercial Automobile Liability and Umbrella or Excess Liability policies shall be **primary and non-contributory** to any policies of insurance and shall include Owner and Manager as Additional Insureds.
3. **Additional Insured Endorsement:**  
Shall name PCC Stoneridge I LLC, RSPCC I LLC, G&E Real Estate Management Services dba Newmark, together with any successors and/or assigns as additional insureds.
4. **Description of Location:**  
  
6210 Stoneridge Mall Road, Pleasanton, CA 94588 and/or 6230 Stoneridge Mall Road, Pleasanton, CA 94588
5. **Certificate Holder** shall read:  
  
PCC Stoneridge I LLC, RSPCC I LLC  
c/o: Newmark  
6200 Stoneridge Mall Road, Suite 340  
Pleasanton, CA 94588
6. The aforementioned insurance coverages shall be written with insurers having an A.M. Best rating of A- or better. Any coverage limit required herein shall not be construed as a limitation or satisfaction of any hold harmless or indemnification agreement contained herein.
7. The limits of liability coverage set forth above are established as the minimum coverage required of Contractor and all subcontractors and shall in no way be construed as a limitation of the liability of Contractor or subcontractor under any hold harmless or indemnification provision contained in this Contract.
8. All such Certificates of Insurance shall not be subject to cancellation or material alteration except after thirty (30) calendar days' prior written notice.
9. In the event any required policy of insurance shall expire or be canceled during the term of this Contract, Contractor and all subcontractors agree to promptly replace such insurance and to provide Owner with Certificates of Insurance which evidence replacement coverage not less than fifteen (15) calendar days prior to the expiration or cancellation of such insurance. If Contractor fails to provide such replacement coverage within five (5) calendar days following written notice from Owner, Owner may require Contractor and any subcontractors to cease all operations until the required documents have been provided, or may terminate any Contract immediately.
10. All of the foregoing provisions regarding certificates of insurance are subject and subordinate to any and all applicable law.

Please email certificate(s) to Corrine Satalaya, General Manager or Kayla Turnipseed, Assistant Property Manager:

- Email: [corrine.satalaya@nmrk.com](mailto:corrine.satalaya@nmrk.com)
- Email: [kayla.turnipseed@nmrk.com](mailto:kayla.turnipseed@nmrk.com)

If you should have any questions, please contact our office at 925.734.8400.