



## **INSURANCE REQUIREMENTS SOUTH OF MARKET**

- A. Prior to the work commencing, a certificate of insurance from the contractor must be furnished to the Landlord naming the following as additional insured:

South of Market LLC, a Delaware limited liability company  
South of Market Garage LLC, a Delaware limited liability company  
South of Market Lot 16 LLC, a Delaware limited liability company  
Boston Properties Limited Partnership, a Delaware limited partnership  
Boston Properties, Inc., a Delaware corporation  
BP Management, L.P., a Delaware limited partnership  
Bank of New York Company, Inc.

The certificate holder is to be named:

**Boston Properties Limited Partnership, a Delaware limited partnership  
11951 Freedom Drive, Suite 100  
Reston, Virginia 20190**

- B. The Contractor shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the Contractor's operations while performing the work, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, in the minimum coverage limits set forth below:
1. Claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts - statutory limits;
  2. Claims for damages because of bodily injury, occupational sickness or disease or death of his employees - statutory limits;
  3. Claims for damages because of bodily injury, sickness or disease or death of any person other than his employees - \$1,000,000 each person, \$2,000,000 each occurrence;
  4. Claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to the employment of such person by the Contractor or (2) by any other person - \$1,000,000 each person, \$2,000,000 each occurrence;
  5. Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom or mysterious loss or disappearance of Contractor's tools, equipment or materials - \$1,000,000 per occurrence; and
  6. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle - \$1,000,000 each person and \$2,000,000 each occurrence for bodily injury; \$1,000,000 each occurrence for property damage; and
  7. Umbrella Excess policy which will insure the Contractor for an amount of not less than \$5,000,000 combined single limit bodily injury/property damage in excess of primary employee liability and comprehensive liability insurance.
- C. The insurance required by Section II. A. above shall be written by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located with a Best's rating acceptable to the Landlord. Coverages, when available at commercial reasonable rates, shall be written on an "occurrence" basis. Coverages, whether written

on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until date of final payment and termination of any coverage required to be maintained after final payment.

- D. The insurance required by Section II. A. above shall include contractual liability insurance applicable to the Contractor's obligations under the work performed. Such insurance policies shall also insure the interests of the Landlord, the constituent partners of the Landlord, the Landlord's construction lender and Boston Properties, Inc., all of whom shall be named as additional insureds under such policies. The parties identified in Section II. A. above - List of Additional Insureds shall be named as additional insureds under such policies.
- E. Certificates of Insurance acceptable to the Landlord shall be filed with the Landlord prior to commencement of the Work. These Certificates shall contain a provision that coverages afforded under the policies will not be cancelled or allowed to expire until at least sixty (60) days prior written notice has been given to the Landlord.
- F. The Contractor hereby agrees that it is the Contractor's responsibility to require and to document to Landlord's satisfaction that each Subcontractor and supplier has acquired and shall maintain during it subcontract insurance of the type and in the amounts normally required by the Contractor, given a Subcontractor's or supplier's size and the scope of work, including but not limited to commercial general liability and worker's compensation.
- G. Notwithstanding any coverage under any Landlord's property insurance policy, the Contractor shall be responsible for the proper care and protection of all portions of the Work, including, without limitation, compliance with the requirements of any insurance company providing the property insurance coverage, until the Final Completion Date of the Work.