**Attachment 8**

**Insurance Requirements**

* 1. SPF shall obtain and maintain the minimum insurance set forth below for the duration of the Contract. By requiring such minimum insurance, the JCC shall not be deemed or construed to have assessed the risks that may be applicable to SPF under the Contract. SPF shall assess its own risks and if it deems appropriate or prudent, maintain higher limits or broader coverage. SPF shall maintain insurance issued by an insurance company or companies which are rated “A - VII” or higher by A.M. Best’s key rating guide.
  2. For full coverage, each insurance policy shall be written on an “occurrence” form; excepting that insurance for professional liability, when required, may be acceptable on a “claims made” form. If coverage is approved and purchased on a “claims made” basis, SPF warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the Work which is the subject of the Contract. A retroactive date or “prior acts date” of any such “claims made” policy must be no later than the Effective Date.
  3. SPF shall maintain insurance coverage of the type, and limits as follows:
     1. Workers’ Compensation at statutory requirements of the state of residency. Employers’ Liability with limits not less than $1,000,000 for each accident, $1,000,000 as the aggregate disease policy limit and $1,000,000 as the disease limit for each employee.
     2. Commercial General Liability Insurance (and if required Excess Liability or Umbrella Liability insurance) written on an occurrence form with limits of not less than $5,000,000 per occurrence and $5,000,000 general aggregate for bodily injury and property damage combined, and $5,000,000 products and completed operations aggregate. The policy shall include coverage for liabilities arising out of premises, operations, products and completed operations, personal and advertising injury, and liability assumed under an insured contract. The policy shall not include exclusions for property damage resulting from explosion, collapse or underground hazard, or the consequences of inadvertent construction defects. The products and completed operations coverage shall extend for a period of not less than three

(3) years past the Acceptance of the Work.

* + 1. Commercial Automobile Liability Insurance with limits not less than $2,000,000 for each accident or loss. Such insurance shall cover liability arising out of the operation, use, loading or unloading of a motor vehicle, including owned, hired, and non-owned motor vehicles, assigned to or used in connection with the Work.
    2. Professional Liability Insurance. If Contract specifications require the SPF to perform professional services, the Contractor shall maintain a professional liability policy with limits of not less than $2,000,000 per claim or occurrence and $2,000,000 annual aggregate covering the SPF’s acts, errors or omissions committed or alleged to have been committed which arise from rendering or failure to render the services to be provided under the terms of the Contract.
    3. Commercial Crime Insurance with limits of not less than $1,000,000 per loss of money or securities due to employee dishonesty, theft, forgery, computer fraud, and extortion.
    4. Pollution Liability Insurance with limits not less than $5 million per occurrence and $5 million annual aggregate. The policy will include coverage for claims for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs incurred arising out of the work or services to be performed under this contract. The policy shall not contain exclusions for lead-based paint, asbestos, mold, fungi and bacteria liability coverage. Coverage shall be provided for both work performed on site, as well as during the transport of hazardous materials. When the scope of subcontractor work includes hazardous material remediation, asbestos and/or lead based paint abatement or removal, the subcontractor shall provide minimum limits of liability of $5 million per occurrence and $5 million annual aggregate.
  1. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the JCC. The deductible and/or self-insured retention of the policies shall not limit or apply to SPF’s liability to the JCC and shall be the sole responsibility of SPF.
  2. Other Insurance Provisions. The Commercial General Liability, Commercial Automobile Liability and Pollution Liability insurance required by the Contract must contain, or be endorsed to contain, the following provisions:
     1. The State of California, the Judicial Council of California, the Courts, the Counties, and the officers, officials, employees, and agents of those entities, are to be named as additional insured with the same type and amount of coverage as SPF.
     2. To the extent of SPF’s negligence, SPF’s insurance coverage shall be primary insurance. Any insurance and/or self-insurance maintained by the JCC, its officers, officials, employees, or agents shall not contribute with the insurance or benefit SPF in any way.
     3. SPF’s insurance shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer’s liability.
  3. SPF shall provide the JCC certificates of insurance satisfactory to the JCC evidencing all required insurance is in force before SPF begins any Work under the Contract.
  4. SPF shall waive any right of recovery or subrogation they may have against the State of California, the Judicial Council of California, the Courts, the Counties, and the officers, officials, employees, and agents of those entities.
  5. If at any time the foregoing SPF’s policies become unsatisfactory to the JCC as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the JCC, SPF shall, upon Notice to that effect from the JCC, promptly obtain a new policy, and shall submit the same to the JCC, with the appropriate certificates and endorsements, for approval.
  6. All of SPF’s policies shall be endorsed to state that such policies shall not be cancelled, non-renewed, terminated, or reduced in coverage without thirty (30) Days written notice to the JCC.
  7. In the event that the insurance obtained by SPF does not cover the acts of its Subcontractors, SPF shall ensure that its Subcontractors obtain insurance appropriate to the Work being performed in amounts and with coverage as established by the usual business practices of the SPF and with the prior approval of the Risk Management Unit, which approval shall not be unreasonably withheld.