

## SECTION 00 7317

### INSURANCE REQUIREMENTS FOR DESIGN

#### PART 1 GENERAL

##### 1.01 SECTION INCLUDES

- A. A. Professional Errors and Omissions Liability
- B. Commercial General Liability
- C. Commercial Automobile Liability
- D. Workers' Compensation
- E. Employers Liability

##### 1.02 RELATED REQUIREMENTS

- A. Property Insurance / Builder's Risk
- B. Umbrella / Excess Liability

#### PART 2 PRODUCTS - NOT USED

#### PART 3 EXECUTION

##### 3.01 CONTRACTOR'S INSURANCE; INDEMNITY

- A. Design Professional shall procure and keep in effect, and cause its subcontractors to procure and keep in effect, during the period in which it performs any Work on or for the Project, the below outlined insurance coverages from insurers lawfully authorized to do business in the jurisdiction where any part of the Work shall be performed, such insurance will protect Design Professional from all claims for which Design Professional may be liable, including Design Professional's own negligence, whether such actions or omissions be by the Design Professional, or any Design Professional Agent or by anyone directly or indirectly engaged by them, or by anyone for whose acts they may be liable.
- B. The required insurance must be written for not less than the limits of liability specified herein, in each applicable Work Authorization of Contract or required by law, whichever coverage is greater. Design Professional shall provide and maintain in full force and effect during the performance of the Services the following insurance coverages written by a carrier or carriers with an A.M. Best rating of A- or better and a financial size classification of VII or higher: (a) professional liability insurance, (b) commercial general liability insurance, (c) automobile liability insurance, (d) worker's compensation insurance, and (e) employer's liability insurance.
  - 1. Professional Errors and Omissions Liability, exclusions for delay and products manufactured, designed or provided. If exposure exists where Pollution insurance is to be required, a separate stand-alone policy will be required. Coverage shall be provided for liquidated or other contract imposed damages. Cover shall be provided for liquidated or other contract imposed damages.
- C. \$2,000,000 Per Claim
- D. \$2,000,000 Aggregate
- E. Not Required Pollution
  - 1. Commercial General Liability including coverage for Operations (extending for at least thirty six (36) months after completion of operations) Blanket or Broad Form Contractual, Personal Injury Liability, Broad form Property Damage and Blanket XCU (property damage coverage that result from blasting or explosion (X), structural damage or collapse (C), and damage caused during excavation by mechanical equipment (U)).
- F. \$2,000,000 General Aggregate Per Location
- G. \$1,000,000 Products / Completed-Operations Aggregate
- H. \$1,000,000 Personal and Advertising Injury
- I. \$1,000,000 Each Occurrence

1. Commercial Automobile Liability insurance, covering all liability arising out of any vehicle operations, covering all owned, non-owned, leased or rented equipment used in connection with the Work, in amounts not less than:
  - J. \$1,000,000 Combined Single Limit
    1. Workers' Compensation & Employer's Liability insurance and any insurance required by any employee benefits acts or other statutes applicable where the Work is to be performed. All such insurance limits shall be State and Federal Acts statutory. The Employer's Liability limits shall not be less than and include an all states endorsement:
  - K. \$500,000 Each Accident
  - L. \$500,000 Disease – Policy Limits
  - M. \$500,000 Disease – Each Employee

### **3.02 SPECTRUM HEALTH ADDITIONAL INSURANCE REQUIREMENTS**

- A. Design Professional shall include Spectrum as an additional insured on the commercial general liability and automobile liability insurance policies with respect to the Services relating to a Property, and Design Professional's use and occupancy thereof; the additional insured endorsement shall provide coverage for the additional insureds that is as broad as coverage as possible for an additional insured under the named insureds' policy, including coverage for the additional insureds' own negligence. On the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Design Professional including automobiles owned, leased, hired, or borrowed by or on behalf of the Design Professional. General liability coverage can be provided in the form of an endorsement to the Design Professional's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used)
- B. The commercial general liability and automobile liability shall be written or endorsed to be primary and non-contributory to any insurance maintained by Spectrum, and any insurance maintained by Spectrum shall be considered excess, contingent and non-contributory. The amount of Design Professional's insurer's liability under its respective insurance policy shall not be reduced by the existence of such other insurance carried by Spectrum.
- C. With respect to Design Professional's commercial general liability and automobile liability policies, the policies shall be written or endorsed to provide for cross-liability or severability of interest clause. "Design Professional's policies should not contain any cross-liability exclusions.
- D. Except as otherwise provided in the Work Authorization of Contract, Design Professional shall require that any and all Design Professional Agents procure and maintain insurance coverage of the type and in amounts as is commercially reasonable.
- E. Prior to the commencement of the Services and for a period of six (6) years after completion of all Services for the professional liability insurance, Design Professional must provide to Spectrum certificates of insurance with endorsements and the applicable declaration pages, if such declaration pages are available, acceptable to Spectrum that (a) evidence the insurance coverages listed in this Section and as required by each Work Authorization of Contract (including any self-insured retentions, for all of which Design Professional shall at all times be responsible); (b) incorporate all other provisions required above; (c) show Spectrum as the certificate holder; (d) are signed by an authorized representative; and (e) include project name and location. With respect to any self-insured retention over \$250,000 noted on the certificates, Design Professional must provide a letter on Design Professional letterhead, signed by a principal of Design Professional authorized to bind Design Professional on such matters, stating that the Design Professional will provide the same terms and conditions to the certificate holder with respect to self-insured retentions, including additional insured status, as are provided by the overriding policy.
- F. If Design Professional fails to obtain or maintain an insurance required by this Agreement or the applicable Work Authorization of Contract, Spectrum, at its option, may obtain the same for Design Professional and deduct the cost thereof from any payments to be made by Spectrum under this Agreement.

- G. Design Professional shall indemnify, defend (using counsel reasonably approved by Spectrum), and hold Spectrum and its employees and agents harmless from any and all claims, damages and liabilities for injury to any person or damage to any real, personal and tangible property (including reasonable attorneys' fees) to the extent arising from or relating to the negligent acts or omissions of Design Professional or Design Professional's Agents, in the performance or non-performance of its duties under this Agreement or breach of this Agreement. If any party asserts a lien against the Property as a result of Services procured by, through or at the direction of Design Professional, or Design Professional's Agents, Design Professional shall defend, indemnify, and hold Spectrum harmless from all damages, liability, losses, and costs, including actual attorneys' fees.
- H. Spectrum shall indemnify, defend and hold Design Professional and its employees and agents harmless from any and all claims, damages and liabilities for injury to any person or damage to any property (including reasonable attorneys' fees) arising from or relating to the negligent acts or omissions of Spectrum or Spectrum's agents, in the performance or non-performance of its duties under this Agreement or breach of this Agreement where such claims, damages and liabilities are not covered by any insurance provided in, or required by, this Agreement.
- I. Spectrum reserves the right to require the Design Professional to obtain additional insurance coverage and endorsement at Spectrum's sole discretion and expense, according to the nature and location of Work to be performed by the contractor.

### **3.03 RELATED INSURANCE REQUIREMENTS**

- A. PROPERTY INSURANCE / BUILDERS RISK
- B. Unless otherwise provided, Spectrum shall procure builder's risk insurance or similar property insurance policy at its sole cost and expense in amounts sufficient to cover the replacement cost of the Work in progress, "(not including Contractor's tools and equipment)." The builder's risk insurance or similar property insurance policy must be written or endorsed to provide a waiver of subrogation in favor of Contractor. Spectrum shall name Contractor as loss payee on the builder's risk insurance or similar property insurance policy with respect to the Project.
- C. UMBRELLA / EXCESS LIABILITY
- D. Excess – Umbrella Liability coverage, shall be excess over and be no less broad than all coverages described for the base Commercial General Liability and base Auto policies and shall include a duty to defend any insured. Policy limits for the primary and excess-umbrella coverage must be the same as the underlying base Commercial General Liability policy. Drop-down coverage shall be provided for reduction and/or exhaustion of underlying aggregate limits of the base Commercial General Liability policy, and the excess-umbrella coverage shall be "following form" to the underlying policies
- E. \$2,000,000 General Aggregate
- F. \$1,000,000 Each Occurrence
- G. (Spectrum may increase this at Spectrum's expense for higher Exposure)

**END OF SECTION 00 7317**