

INSURANCE REQUIREMENTS FOR CONSTRUCTION SUBCONTRACTS

1. **Insurance:** This clause applies to work performed at the Fermi National Accelerator Laboratory (Fermilab) worksite and incorporates the insurance requirements of Fermi Research Alliance, LLC.
2. **Minimum Insurance Coverage:** Before undertaking any work under this Subcontract, the Subcontractor shall, except as otherwise approved by FRA, take out and maintain at its own cost and expense, insurance coverages in at least the amounts listed below, and in companies satisfactory to FRA.

<u>LINE OF COVERAGE</u>	<u>LIMITS</u>	
GENERAL LIABILITY Commercial General Liability General Aggregate Limit applies per <input checked="" type="checkbox"/> Occurrence <input checked="" type="checkbox"/> Project	EACH OCCURRENCE	\$1,000,000
	General Aggregate	\$2,000,000
	Products - Completed Operations Aggregate (To be maintained for at least 10 years after final completion)	\$2,000,000
	Coverage will be at least as broad as ISO form CG 00 01	
AUTOMOBILE LIABILITY Any Auto <input checked="" type="checkbox"/> Occurrence	COMBINED SINGLE LIMIT AND IN THE AGGREGATE Covering owned, non-owned, and hired automobiles with coverage at least as broad as ISO Business Auto Form CA 00 01	\$1,000,000
EXCESS LIABILITY <input checked="" type="checkbox"/> Occurrence	For all liability coverages required following form of underlying insurance	
	For Subcontracts less than \$3.5M	\$1,000,000
	For Subcontracts greater than \$3.5M	\$5,000,000
WORKER'S COMPENSATION EMPLOYER'S LIABILITY	WC STATUTORY LIMITS	OTHER
	E.L. EACH ACCIDENT	As required by Illinois Law
	E.L. DISEASE EA EMPLOYEE	\$1,000,000
	E.L. DISEASE-POLICY LIMIT	\$1,000,000
CONTRACTOR'S POLLUTION LIABILITY	EACH OCCURRENCE OR PER CLAIM	\$1,000,000
	Annual Aggregate or greater, depending on the extent of the risk given the nature and scope of work; If policy is claims-made, the retroactive date or prior acts exclusion shall pre-date the date of the Subcontract and the date services are first provided.	\$1,000,000
CONTRACTOR'S PROFESSIONAL LIABILITY <input checked="" type="checkbox"/> Claims Made and in Aggregate	*Applicable to subcontracts that have design/build, delegated design, construction management services requirements. The retroactive date or prior acts exclusion shall pre-date the date of the Subcontract and the date services are first provided. Coverage shall be maintained for a minimum of 5 years after project completion or, if cancelled, maintain an extended reporting period for 5 years after project completion.	\$1,000,000

3. Supplemental Coverages: The following coverages checked below are required:

- ☐ Aircraft Liability Insurance with limits not less than \$25,000,000 per occurrence
- ☐ All Builder's Risk, Special Form insurance or its equivalent, at replacement cost for materials, supplies, equipment, machinery and fixtures that are, or will become, part of FRA, DOE, owned property. Such insurance shall:
 - 1. Remain in effect until completion of the project and acceptance by FRA.
 - 2. Include coverage for earthquake, flood, ordinance or law, temporary offsite storage, debris removal, pollutant cleanup and removal, preservation of property, excavation costs, landscaping, shrubs and plants, and full collapse coverage during construction.
- ☐ Cargo insurance covering the value of the goods or equipment to be delivered until the goods or equipment is accepted by FRA.
- ☐ Installation floater covering the value of the equipment to be installed. Such insurance shall include:
 - 1. FRA as additional insured.
 - 2. Coverage for testing, water damage, mechanical breakdown and electrical injury.

4. Additional Insureds: All policies, except for Worker's Compensation and Professional Liability, shall provide by appropriate language that **Fermi Research Alliance, LLC, the University of Chicago, Universities Research Association, Inc., and the United States Government are additional insureds for all coverages, including but not limited to completed operations.** The certificates shall state that waiver of subrogation is granted in favor of the additional insureds as required by written contract and that the insurance afforded by such policies is primary insurance, and that all rights of the insurer for contribution from other insurers are waived. For Subcontracts with a price greater than \$3.5 million, additional insured coverage will be at least as broad as the coverage provided by ISO forms CG 2010 10 01 and GC 2037 10 01.

Subcontractor shall hold the Additional Insureds harmless against liability for damage to Subcontractor's property. Subcontractor's property policies, including but not limited to equipment, cargo and in-transit coverages, whether or not such policies are required by the Subcontract, shall include a waiver of subrogation in favor of the Additional Insureds.

5. Commercial General Liability Insurance; Exclusions/Terms Not Allowed:

- a. Exclusion for claims by one insured against another insured if the exclusion is based on the fact that the other claimant is an insured and there would otherwise be coverage for the claim;
- b. Exclusion for claims for property damage included within the Products-Completed Operations Hazard where the completed work or the work out of which the damage arises are performed by a subcontractor;
- c. Exclusion for claims against any Additional Insured for bodily injury, including claims made by employees of the Subcontractor or sub-subcontractor(s);
- d. Exclusion for claims for indemnity arising out of injury to employee(s) of the Subcontractor or sub-subcontractor(s);

- e. Exclusion for claims related to earth subsidence or movement (where the work involves such hazards);
- f. Exclusion for claims related to explosion, collapse or underground hazards (where the work involves such hazards); or
- g. Provision that erodes limits of insurer by insurer's payment of defense costs;
- h. Provision allowing insurer to obtain reimbursement of defense costs.

6. Evidence of Insurance; Notice of Cancellation or Material Change in Coverage/Condition: The Subcontractor agrees to deliver to FRA within ten (10) days of the signing and delivery of this Subcontract, certificates evidencing compliance with the requirements herein as well as all material amendatory endorsements. Upon request, Subcontractor will deliver certificates identifying an Additional Insured as a certificate holder. The required policies must be endorsed to provide thirty (30) days' written notice to FRA of any cancellation (or 10 days' notice of cancellation for non-payment). Subcontractor may provide the required notice of cancellation in lieu of the insurer if FRA consents in writing to the substitution of requirement. FRA reserves the right to obtain replacement coverage if Subcontractor does not, and FRA may deduct the cost of the replacement insurance from amounts due to the Subcontractor. The Subcontractor must agree to provide complete, certified copies of all required insurance policies if requested by FRA. Receipt or review by FRA or FRA's representatives of any evidence of insurance coverage, failure to request such evidence of insurance coverage or failure to object to any evidence of insurance coverage that does not comply with these requirements, shall not be deemed a waiver of such requirements and shall not relieve Subcontractor of any obligation to comply with these insurance requirements.

7. Sub-Subcontractor Insurance Requirements: Insurance requirements, including the Additional Insureds requirements, shall apply to all sub-subcontractors, consultants and others doing work in connection of this Subcontract. However, Subcontractor shall determine the insurance limits required on a per sub-subcontractor basis, taking into account the particular work to be done by the sub-subcontractor or others doing work under the Subcontract, and the interrelationship of that work together with other work being conducted by the Subcontractor. Before permitting any sub-subcontractor to perform any work, Subcontractor shall obtain certificates of insurance or other suitable evidence that each sub-subcontractor maintains insurance appropriate for the particular work to be done by the sub-subcontractor.

8. Indemnification: The Subcontractor shall indemnify FRA for any expense incurred or loss suffered by FRA for the failure of the Subcontractor to comply with the insurance requirements for this Subcontract.