

INSURANCE REQUIREMENTS FOR ONSITE NON-PROFESSIONAL SERVICES

1. Insurance: This clause applies to work performed at the Fermi National Accelerator Laboratory (Fermilab) worksite and incorporates the insurance requirements of Fermi Forward Discovery Group, LLC.

2. Minimum Insurance Coverage: Before undertaking any work under this Subcontract, the Subcontractor shall, except as otherwise approved by FFDG, take out and maintain at its own cost and expense, insurance coverages in at least the amounts listed below, through insurers with an A.M. Best rating of A, VII or higher.

<u>LINE OF COVERAGE</u>	<u>LIMITS</u>		
GENERAL LIABILITY Commercial General Liability ☒ Occurrence	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) Coverage will be at least as broad as ISO form CG 00 01		\$2,000,000
AUTOMOBILE LIABILITY ☒ Occurrence Any Auto	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/UMBRELLA LIABILITY ☒ Occurrence	For General, Automobile & Employers Liability following form of underlying insurance EACH OCCURRENCE AGGREGATE		
	For Subcontracts less than \$3.5M		\$1,000,000
	For Subcontracts greater than \$3.5M		\$5,000,000
WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY	WC STATUTORY LIMITS	OTHER	As required by Illinois Law
	E.L. EACH ACCIDENT		\$1,000,000
	E.L. DISEASE EA EMPLOYEE		\$1,000,000
	E.L. DISEASE-POLICY LIMIT		\$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 FFDG or DOE, owned property. Such insurance shall:

1. Remain in effect until completion of the project and acceptance by FFDG.
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.

☐ Broad Form cargo insurance to cover damage to or loss of cargo in the amount of \$_____ per occurrence, Subcontractor will be transporting property owned by the U.S. Government, Department of Energy, and may be transporting property belonging to other entities contributing to Fermilab-hosted projects and experiments. The property owner shall be named as a loss payee, and the insurer shall waive rights of subrogation against FFDG and the property owner. The required insurance shall cover the entire geographic scope in which the Subcontractor will operate under this Agreement.

☐ Installation floater covering the value of the equipment to be installed. Such insurance shall include:

1. FFDG as additional insured.
2. Coverage for testing, water damage, mechanical breakdown, and electrical injury.

4. **Additional Insureds:** All policies, except for Workers' Compensation, shall provide by appropriate language that **Fermi Forward Discovery Group, 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 by all insurers, including workers' compensation, as required by written contract, that the insurance afforded by such policies is primary insurance, and that all rights of the insurer for contribution from other insurers are waived.

Subcontractor shall hold the Additional Insureds harmless against liability for damage to Subcontractor's property, and 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); or
- e. Provision that erodes limits of insurer by insurer's payment of defense costs;
- f. 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 FFDG 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 FFDG 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 FFDG consents in writing to the substitution of requirement. FFDG reserves the right to obtain replacement coverage if Subcontractor does not, and FFDG 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 FFDG. Receipt or review by FFDG or FFDG'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 FFDG for any expense incurred or loss suffered by FFDG for the failure of the Subcontractor to comply with the insurance requirements for this Subcontract.