

INSURANCE INSTRUCTIONS

The following instructions, Sample Certificate of Insurance, and Sample Endorsements are provided to assist Subcontractors in complying with the insurance requirements for Lawrence Livermore National Security, LLC (“LLNS”) Subcontracts.

All required insurance certificates and endorsements must be submitted to the LLNS Contract Administrator.

1. Each type of insurance required by the Subcontract must be listed on the Subcontractor’s Certificate of Insurance.
2. The dollar limits for each type of insurance must be at or above the minimum dollar limits specified in the Subcontract’s Indemnification and Insurance Provisions (I&I) incorporated document.
3. The dates of coverage for all types of insurance must be current.
4. The minimum dollar limits specified in the Subcontract may be met through the use of Excess/Umbrella Liability Insurance and must be reflected in the Certificate of Insurance.
5. The “Certificate Holder” must be named “Lawrence Livermore National Security, LLC, and its members and affiliates and the U.S. Government, Lawrence Livermore National Laboratory, 7000 East Ave. (L-650), Livermore, CA 94550.”
6. The general liability insurance must be endorsed to name “Lawrence Livermore National Security, LLC and its members and affiliates and the U.S. Government” (not “LLNS” or “Lawrence Livermore National Laboratory”) as “**additional insureds.**” This coverage must be provided on a separate endorsement.
7. The Certificate of Insurance must include a “**waiver of subrogation**” provision for the general liability and workers’ compensation insurance in favor of Lawrence Livermore National Security, LLC and its members and affiliates and the U.S. Government. This coverage must be provided on a separate endorsement.
8. The Certificate of Insurance and any applicable endorsement(s) must be issued by properly authorized representatives from insurance companies authorized to do business in California.
9. The insurance must be written on a “per occurrence” basis. Insurance shall not be written on a “claims-made” basis/form or subject to a self-insured retention (SIR) without the written approval of the LLNS Contract Administrator.
10. The Subcontractor is required to provide written notification to the LLNS Contract Administrator at least **30 days in advance** of any modification, change, or cancellation of any of the insurance coverage. Notification by an insurance company shall be in addition to, and shall not satisfy, the Subcontractor’s obligation to provide a written notification.
11. If a policy expires prior to completion of the work or expiration of the Subcontract, the Subcontractor will be required to submit a replacement Certificate of Insurance and endorsement(s) to the LLNS Contract Administrator.
12. The Certificate of Insurance and endorsement(s) will be retained on file and may apply to future LLNS Subcontracts and, therefore, specific Subcontract numbers or project descriptions should not be referenced.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
[Date]

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER <i>[Insurance representative's name and Address]</i>	CONTACT NAME:	
	PHONE (A/C. No. Ext):	FAX (A/C. No.):
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED <i>[Company name and Address]</i>	INSURER A: <i>Your General Liability Insurance Company</i>	
	INSURER B: <i>Your Automobile Liability Insurance Company</i>	
	INSURER C: <i>Other Liability Insurance Company</i>	
	INSURER D:	
	INSURER E:	
	INSURER F:	

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GL	X	X	XXXXXX	X/X/2023	3/31/2028	EACH OCCURRENCE (see I&I)
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						DAMAGE TO RENTED PREMISES (Ea occurrence)
							MED EXP (Any one person)
							PERSONAL & ADV INJURY \$1,000,000
							GENERAL AGGREGATE (see I&I)
							PRODUCTS - COMP/OP AGG (see I&I)
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			XXXXXX	X/X/2023	3/31/2028	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
			BODILY INJURY (Per person)				
			BODILY INJURY (Per accident)				
			PROPERTY DAMAGE (Per accident)				
C	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION			XXXXXX	X/X/2023	3/31/2028	EACH OCCURRENCE (see item 4 of the insurance instructions)
			AGGREGATE				
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	XXXXXX	X/X/2023	3/31/2028	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
							E.L. EACH ACCIDENT \$1,000,000
							E.L. DISEASE-EA EMPLOYEE \$1,000,000
							E.L. DISEASE-POLICY LIMIT \$1,000,000
	Contractors Pollution Liability			XXXXXX	XX/2023	3/31/2028	Per occurrence \$5,000,000 Aggregate \$5,000,000
	Professional Liability Insurance Per Claim and General Aggregate			XXXXXX	X/X/2023	3/31/2028	\$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

All locations / operations.

CERTIFICATE HOLDER Lawrence Livermore National Security, LLC and its members and affiliates and the U.S. Government Lawrence Livermore National Laboratory 7000 East Avenue (L-650) Livermore, CA 94550	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>[Signature]</i>





SAMPLE: GENERAL LIABILITY ADDITIONAL INSURED ENDORSEMENT

ENDORSEMENT

This endorsement, effective 12:01 **A.M.** XXXX forms a part of

policy No. GL XXXX issued to **LAWRENCE LIVERMORE NATIONAL SECURITY, LLC**

by XXXX

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SECTION II - WHO IS AN INSURED, is amended to include as an additional insured:

Any person or organization to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of your operations or premises owned by or rented to you.

However, the insurance provided will not exceed the lesser of:

- The coverage and/or limits of this policy, or
- The coverage and/or limits required by said contract or agreement.

XXXX

**Authorized Representative or
Countersignature--(in States Where
Applicable)**

SAMPLE: GENERAL LIABILITY WAIVER OF SUBROGATION

POLICY NUMBER: XXXXX

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

As required by written contract signed by both parties prior to loss

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

SAMPLE: WORKER'S COMPENSATION WAIVER OF SUBROGATION

BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below

(The following changes need to be made only when this endorsement is required subsequent to preparation of the policy)

This endorsement, effective 12:01 AM XXXX form, a part of Policy No **WC XXXX**

is issued to LAWRENCE LIVERMORE NATIONAL SECURITY, LLC

By XXXX

We have a right to recover our payment from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization with whom you have a written contract that requires you to obtain this agreement from us, as regards any work you perform for such person or organization.

The additional premium for this endorsement shall be XXXX of the total estimated worker's compensation premium for this policy.

WC 04 03 61
(Ed. 11/90)

Countersigned by

Authorized Representative