

**Statutory Workers' Compensation Insurance and Employer's Liability Insurance**

- A. Coverage: Such insurance shall cover liability arising out of Subcontractor's or Vendor's employment of workers and anyone for whom Supplier may be liable for workers' compensation claims. Workers' compensation insurance is required, and no "alternative" forms of insurance shall be permitted. USL&H must be provided. Maritime Employer's Liability coverage must be provided if Subcontractor or Vendor is working off non-owned watercraft.
- B. Amount of Insurance: Coverage shall be provided with limits of not less than:
  - Workers' Compensation: Statutory Limits.
  - Employer's Liability: \$1,000,000 each accident/each disease.
- C. Required Endorsements:
  - Waiver of Subrogation in favor of BAE Systems, its parent, subsidiaries, affiliated and interrelated companies and their officers, directors and employees;
  - Alternate Employer Endorsement in favor of the above parties; and,
  - 30-day notice of cancellation, non-renewal or material reduction in coverage.

**Commercial General Liability Insurance**

- A. Coverage: Such insurance shall cover liability arising out of the operations of Subcontractor or Vendor including, but not necessarily limited to, liability assumed under this Contract. Defense shall be as an additional benefit and not included within the limits of liability.
- B. Form: Commercial General Liability Occurrence form (at least as broad as an unmodified ISO Form CG 00 01 10 93 or its equivalent);
- C. Amount of Insurance: Coverage shall be provided with limits of not less than:
  - Each Occurrence Limit \$1,000,000
  - General Aggregate Limit \$2,000,000
  - Products-Completed Operations Aggregate Limit \$2,000,000
  - Personal and Advertising Injury Limit each occurrence \$1,000,000
- D. Required Endorsements:
  - Naming as Additional Insured BAE Systems, its parent, subsidiaries, affiliated and interrelated companies and their officers, directors and employees;
  - Additional Insured status shall be provided on ISO Form 20 10 11 85 or its equivalent;
  - Waiver of Subrogation in favor of the above parties;
  - Contractual Liability, including Personal Injury;
  - Primary Liability: Coverage as respects the Additional Insured shall be endorsed to be primary and non-contributory; and,
  - 30-Day notice of cancellation, non-renewal or material reduction in coverage.
- E. Continuing Commercial General Liability Insurance: Subcontractor or Vendor shall maintain such insurance in identical coverage, form and amount, including required endorsements, for at least two (2) years following Date of Substantial completion of the work to be performed under the Contract.

### **Automobile Liability Insurance**

- A. Coverage: Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned).
- B. Form: Business Auto form (at least as broad as an unmodified ISO Form CA 00 01 03 06 or its equivalent).
- C. Amount of Insurance: Coverage shall be provided with a limit of not less than \$1,000,000 per occurrence.
- D. Required Endorsements:
  - Naming as Additional Insured BAE Systems, its parent, subsidiaries, affiliated and interrelated companies and their officers, directors and employees;
  - Waiver of Subrogation in favor of these parties; and,
  - 30-Day notice of cancellation, non-renewal or material reduction in coverage.

### **Umbrella Liability Insurance**

- A. Coverage: Such insurance shall be excess over and be no less broad than all coverage described above and shall include a drop-down provision.
- B. Form: This policy shall have the same inception and expiration dates as the Commercial General Liability insurance and Automobile Liability insurance required above.
- C. Amount of Insurance: Coverage shall be provided excess of primary limits for Commercial General Liability insurance and Automobile Liability insurance with a limit of not less than \$1,000,000 each occurrence, \$1,000,000 aggregate, or such higher amounts as required by the Contract documents.
- D. Continuing Umbrella Liability Insurance: Subcontractor or Vendor shall maintain such insurance in identical coverage, form and amount, including required endorsements, for at least two (2) years following Date of Substantial completion of the work to be performed under the Contract.

### **Additional Terms and Conditions**

- A. All premiums, retentions and/or deductibles shall be at the sole cost and expense of the Subcontractor or Vendor.
- B. Prior to performing the work, Subcontractor or Vendor shall furnish BAE Systems with a certificate or certificates on the standard ACORD Form evidencing the insurance coverage above required and, upon request, shall furnish BAE Systems certified copies of all such policies.