Aerject Rocketdyne, Inc. (herein “Aerject Rocketdyne”) requires evidence of adequate insurance coverage prior to commencement of certain categories of work including the work contemplated by this solicitation and any resulting purchase order/contract (“PO”). Please retain this document for your records, as it may be incorporated in future POs by reference.

a. Seller shall name Aerject Rocketdyne as an additional insured for the Commercial General Liability and Automobile Liability insurance required below and shall provide a certificate of insurance upon request evidencing compliance with all requirements of this provision. The certificate of insurance shall name Aerject Rocketdyne as the Certificate Holder. Insurance maintained pursuant to this provision shall be considered primary to and not contributory with, any insurance maintained by Aerject Rocketdyne. Any self-insured retention, deductibles, and exclusions in coverage in the policies required by this provision shall be assumed by, and at the sole risk of, Seller or its subcontractor providing the insurance and shall, to the extent applicable, be paid by the Seller or such subcontractor. All insurance required by the Purchase Order shall contain a provision that prohibits cancellation or material revision except upon at least thirty (30) days advance written notice to Aerject Rocketdyne. Seller shall provide Aerject Rocketdyne thirty (30) days advance written notice before the effective date of any cancellation or alteration of any insurance required by this provision. The term “subcontractor,” as used in this provision shall include Seller’s subcontractors at any tier.

b. Workers’ Compensation and Employer’s Liability. Seller shall obtain and maintain, and require its subcontractors to obtain and maintain, Workers’ Compensation insurance, as required by state law, for all of their employees performing work on Aerject Rocketdyne’s premises. Seller shall obtain and evidence a waiver of subrogation from its Workers’ Compensation insurance carrier in favor of Aerject Rocketdyne. Seller shall reimburse Aerject Rocketdyne for any payments of Workers’ Compensation insurance premiums relating to any employees of Seller, or its subcontractors, that Aerject Rocketdyne is required to make by any applicable law. Seller shall obtain employer’s liability insurance with available limits of at least one million dollars ($1,000,000) or the statutory state minimum.

c. Commercial General Liability. If Seller or any of its subcontractors will be performing work on Aerject Rocketdyne’s premises or on premises of a third party on Aerject Rocketdyne’s behalf, Seller shall obtain and maintain, and require its subcontractors to obtain and maintain, Commercial General Liability insurance with available limits for bodily injury of at least one million dollars ($1,000,000) per occurrence and at least one million dollars ($1,000,000) annual aggregate, and with available limits for property damage of at least one million dollars ($1,000,000) per occurrence. Such insurance shall include coverage for all premises and operations, broad form property damage, contractual liability (not limited by any responsibility assumed through the Indemnification provision of the Purchase Order), and products and completed operations.

d. Automobile Liability. If Seller or any of its subcontractors uses vehicles in the performance of the PO, Seller shall obtain and maintain, and require its subcontractors to obtain and maintain, Business
Automobile Liability insurance covering all vehicles, whether owned, rented, borrowed, or otherwise, with available limits for bodily injury of at least one million dollars ($1,000,000) for injuries to any person and at least one million dollars ($1,000,000) for any single accident involving two or more persons, and with available limits for property damage of at least one million dollars ($1,000,000) per accident.

e. Any Seller “umbrella” or additional insurance policies shall be disclosed to Aerojet Rocketdyne if necessary to enable Aerojet Rocketdyne to determine whether the minimum insurance requirements are met.