

CONTRACTOR INSURANCE REQUIREMENTS:

1. CONTRACTOR shall at its own expense, carry and maintain insurance coverage from responsible companies duly authorized to do business in the State of Florida, as described in the requirements listed below.
2. LEE COUNTY ELECTRIC COOPERATIVE, INC. (LCEC) shall be responsible for purchasing and maintaining its own liability insurance.
3. CONTRACTOR shall obtain and carry at all times during its performance under this Agreement, insurance of the types and amounts set forth below.
4. The General Liability Policy provided by CONTRACTOR to meet the requirements of this Agreement shall name LCEC, as an additional insured as to the operations of CONTRACTOR under this Agreement and shall contain a severability of interests provision.
5. LCEC shall be named as the Certificate Holder. Note: The "Certificate Holder" should read as follow:
Lee County Electric Cooperative, Inc.
Attn: Purchasing Department
P. O. Box 3455
North Fort Myers, Florida 33918
6. The amounts and types of insurance coverage shall conform to the following minimum requirements with the use of Insurance Services Office (ISO) forms and endorsements or their equivalents. If CONTRACTOR has any self-insured retentions or deductibles under any of the below listed minimum required coverages, CONTRACTOR must identify on the Certificate of Insurance the nature and amount of such self-insured retentions or deductibles and provide satisfactory evidence of financial responsibility.
7. Coverages shall be maintained without interruption from the date of commencement of the Work until the date of completion and acceptance of the Project by LCEC or as specified in this Agreement, whichever is longer.
8. The CONTRACTOR and/or its insurance carrier shall provide 30 days written notice to LCEC of policy cancellation or nonrenewal on the part of the insurance carrier or the CONTRACTOR. CONTRACTOR shall also notify LCEC, in a like manner, within twenty-four (24) hours after receipt of any notices of expiration, cancellation, non-renewal or material change in coverages or limits received by CONTRACTOR from its insurer and nothing contained herein shall relieve CONTRACTOR of this requirement to provide notice. In the event of a reduction in the aggregate limit of any policy to be provided by CONTRACTOR hereunder, CONTRACTOR shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.
9. Should at any time the CONTRACTOR not maintain the insurance coverages required herein, LCEC may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge the CONTRACTOR for such coverages purchased. If CONTRACTOR fails to reimburse LCEC for such costs within thirty (30) days after demand, LCEC has the right to offset these costs from any amount due CONTRACTOR under this Agreement or any other agreement between LCEC and CONTRACTOR. LCEC shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages

purchased or the insurance company or companies used. The decision of LCEC to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

10. If the initial or any subsequently issued Certificate of Insurance expires prior to the completion of the Work or termination of the Agreement, the CONTRACTOR shall furnish to LCEC, renewal or replacement Certificate(s) of Insurance not later than ten (10) calendar days after to the date of their expiration. Failure of the CONTRACTOR to provide LCEC with such renewal certificate(s) shall be considered justification for LCEC to terminate the Agreement.

LCEC INSURANCE REQUIREMENTS:

Workers Compensation: Workers Compensation insurance in accordance with statutory requirements and Employer's Liability Insurance with limits of not less than \$500,000 for each accident, \$500,000 disease each employee and \$500,000 disease policy aggregate.

Employer's Liability: \$500,000.00

Commercial General Liability (Occurrence Form) patterned after the current ISO form with no limiting endorsements: \$1,000,000.00 per occurrence bodily injury and property damage.

Business Automobile Insurance: \$1,000,000.00 per occurrence bodily injury and property damage.

INDEMNIFICATION: To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant shall defend, indemnify and hold harmless LCEC, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees and paralegal's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Consultant or anyone employed or utilized by the Contractor/Vendor/Consultant in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights to remedies which otherwise may be available to an indemnified party or person described in this paragraph. This section does not pertain to any incident arising from the sole negligence of LCEC.

This Purchase Order shall be considered accepted when the CONTRACTOR issues an order acknowledgment to LCEC or when CONTRACTOR begins performance of the scope of work described herein. CONTRACTOR's full or partial performance under this Purchase Order will constitute acceptance of our terms and conditions, which includes any supplements, specifications and other documents referred to in this Purchase Order.