

SEMINOLE ELECTRIC COOPERATIVE, INC. (SECI) CONTRACTOR'S INSURANCE REQUIREMENTS

Acceptable certificate(s) of insurance, as specified below, showing that Contractor's insurance coverages are in compliance with the insurance requirements set forth below, must accompany the proposal. SECI shall have the right at any time to require insurance limits greater than those stated below, or to require other changes in insurance coverages. In any such event, the additional premium or premiums payable solely as the result of such additional insurance requirements shall be added to the Contract price.

The Contractor shall maintain, at its own expense, throughout the period of the Contract and any extensions thereof, the insurance coverages of the types and in the minimum amounts described below:

- a. Workers' Compensation Insurance.** Workers' Compensation Insurance as required by the Workers' Compensation or Occupational Disease Laws of the State of Florida or any other State, if applicable, including, when required, the United States Longshoremen's and Harbor Workers' Act, the Federal Employers' Liability Act and the Jones Act, covering all employees who perform any of the obligations of the Contractor under the Contract. If any employer or employee is not subject to workers' compensation laws of the governing State, then insurance shall be obtained voluntarily to extend to the employer and/or employee to the same extent as though the employer or employee were subject to the workers' compensation laws.
- b. Employer's Liability Insurance.** Employer's Liability Insurance and, if necessary, commercial umbrella liability insurance with limits of not less than: \$1,000,000 each accident; \$1,000,000 disease – per employee; \$1,000,000 disease – policy limit. The policy shall include a Voluntary Compensation Endorsement.
- c. Commercial General Liability Insurance.** Commercial General Liability Insurance (CGL) and, if necessary, commercial umbrella liability insurance with limits of not less than: \$1,000,000 each occurrence, \$2,000,000 general aggregate, \$2,000,000 Completed Operations/Products aggregate, \$1,000,000 Personal Injury/Advertising Injury, and \$5,000 per person medical payments regardless of fault. CGL insurance shall be written on Insurance Services Office, Inc. (ISO) occurrence form (or substitute form providing equivalent coverage) and shall cover liability arising from: Personal Injury/Advertising Injury and broad form Property Damage, including fellow-employee coverage; Premises/Operations; Products/Completed Operations; Independent Contractors; and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). Completed Operations coverage shall extend for 10 years or the Statute of Repose, whichever is less. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage (XCU), and no residential exclusions shall apply. At the reasonable request of SECI, aggregates shall apply per project with respect to the work performed under this Contract.
- d. Business Auto Liability Insurance.** Business Auto Liability Insurance and, if necessary, commercial umbrella liability insurance with limits of not less than \$1,000,000 per occurrence, combined single limit. Such insurance shall cover any bodily injury, death or property damage liability arising out of the use of any auto (including owned, hired, and non-owned autos). Business auto coverage shall be written on ISO form or a substitute form providing equivalent liability coverage.

- e. **Professional Liability Insurance.** All architects and engineers working under the Contract shall have coverage for Errors and Omissions (Professional Liability Insurance) in an amount at least as large as the total amount of architectural or engineering services under the Contract but not less than \$500,000 each occurrence. If the total amount of architectural or engineering services under the Contract exceeds \$10,000,000, the Contractor shall separately price in its proposal the cost to provide limits of Professional Liability Insurance specific to the work performed under this Contract, with per project aggregate, in \$10,000,000 coverage increments up to the total amount of such services.
- f. **Aircraft and Watercraft Liability Insurance.** Aircraft and Watercraft Liability Insurance for owned, non-owned, and hired craft is required when any such craft is used by the Contractor in performance of work under this Contract. The limits of liability will be determined by SECI and will not be less than \$10,000,000 each occurrence. In no event will aircraft or watercraft be used in the performance of work hereunder by the Contractor or any subcontractor without the prior written consent of SECI.
- g. **Builder's Risk Insurance.** Whenever requested by SECI, Contractor shall provide "All Risks" Builder's Risk Insurance or an Installation Floater, each including Operational Testing Coverage. In the case of new construction, the Builder's Risk limit of insurance shall be equal to the full Contract price. In the case of repairs or renovation, the Installation Floater limit of insurance shall be equal to the full replacement value of the structure, machinery or equipment being repaired or renovated. **SECI shall be named "loss payee" under such insurance policies.** SECI does not maintain a standing Builder's Risk policy and has large deductibles under its all risks Property Insurance coverage. In the event SECI and Contractor agree that Contractor will not provide Builder's Risk Insurance but will instead seek to be added as a "loss payee" under SECI's Property Insurance, as Contractor's interest may appear, for property intended for ultimate delivery to SECI, Contractor and SECI will agree on an amount which Contractor shall reimburse SECI for any deductible amount SECI is required to pay as a result of any property loss which is caused solely or partially by Contractor's (or its subcontractor's) negligence, errors or omissions. In no event will SECI be responsible for any loss to Contractor's or any subcontractor's tools or other supplies or equipment which are not intended for ultimate delivery to SECI.
- h. **Railroad Protective Liability Insurance.** Contractor shall maintain Railroad Protective Liability Insurance coverage (RPL) with a limit not less than \$3,000,000 each occurrence, if the work being performed is within fifty (50) feet of operating railroad tracks or otherwise involves exposures to railroad hazards. This RPL coverage may be included by endorsement to the CGL policy required by section (c) above or as a separate policy.
- i. **Environmental Impairment Liability Insurance.** When the scope of work or services under this Contract includes the transportation of hazardous substances away from SECI's premises and the proper disposal of such substances at a waste disposal site, or when the services will include those of environmental consultants, engineers or remedial action (pollution cleanup) professionals, Contractor shall purchase and maintain Environmental Impairment Liability (EIL) Insurance. The policy of insurance affording this coverage shall be maintained in an amount not less than \$10,000,000 each occurrence.
- j. **Subcontractor Insurance Requirements.** Contractor shall cause each subcontractor engaged by Contractor in the performance of this Contract to maintain insurance coverages at least equal to those required herein of the Contractor. When requested by SECI, Contractor shall furnish copies of certificate(s) of insurance evidencing such coverage for each subcontractor.

INSURED STATUS

SECI, its subsidiaries, trustees, directors, officers and employees shall be included as additional insureds under the insurance policies maintained pursuant to sections (c), (d), (f), (h) and (j) above, including any excess or umbrella liability policies; such insurance policies shall include cross-liability coverage as provided under standard ISO forms' separation of insureds clause. The above insurance shall apply as primary insurance and be non-contributory with respect to any other insurance or self-insurance programs afforded to SECI. The named insured (Contractor) shall be solely responsible for reimbursing any deductible amount to the insurer. Any self-insured retentions (SIR's) must be disclosed to SECI.

WAIVER OF SUBROGATION

Contractor waives all rights of subrogation against SECI, its subsidiaries, trustees, directors, officers and employees for recovery of damages to the extent these damages are covered by any of the Contractor's insurance policies maintained above.

INSURANCE COMPANIES AND UNDERWRITERS

The insurance coverages required hereunder shall be placed with first class insurers and underwriters that have an A.M. Best rating of A or A- (Excellent) with a financial size category of X or better.

EVIDENCE OF INSURANCE

Prior to commencing work, and then upon any change or renewal of any insurance coverage throughout the Contract term, Contractor shall furnish SECI with certificate(s) of insurance, acceptable to SECI, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements herein. All certificates shall provide for 30 days written notice to SECI prior to cancellation of any insurance referred to therein. Failure of SECI to demand such certificate(s) or other evidence of full compliance with these insurance requirements, or failure of SECI to identify a deficiency from evidence that is provided, shall not be construed as a waiver of Contractor's obligations to maintain such insurance. SECI shall have the right, but not the obligation, to prohibit Contractor or any subcontractor from entering the project site until such certificate(s), or other evidence that insurance has been placed in complete compliance with the above insurance requirements, is received and approved by SECI. Contractor shall provide certified copies of all insurance policies required above within 10 days of SECI's reasonable written request for said copies; Contractor may omit certain confidential or proprietary information from said insurance policies prior to providing same to SECI.

NO REPRESENTATION OF COVERAGE ADEQUACY

By requiring insurance herein, SECI does not represent that coverages and/or limits will necessarily be adequate to protect Contractor, and such coverages and/or limits shall not be deemed a limitation on Contractor's liability under the indemnities granted to SECI in this Contract.

ACORD. CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

NAME AND ADDRESS OF YOUR
INSURANCE COMPANY OR THE
AGENT/BROKER ISSUING CERTIFICATE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY A	INSURANCE COMPANY(IES)
COMPANY B	AFFORDING INSURANCE
COMPANY C	
COMPANY D	

INSURED

NAME OF YOUR FIRM
YOUR ADDRESS

COVERAGES

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.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
*	GENERAL LIABILITY <input type="checkbox"/> COMPREHENSIVE FORM <input type="checkbox"/> PREMISES/OPERATIONS <input type="checkbox"/> UNDERGROUND EXPLOSION & COLLAPSE HAZARD <input type="checkbox"/> PRODUCTION/COMPLETED OPER <input type="checkbox"/> CONTRACTUAL <input type="checkbox"/> INDEPENDENT CONTRACTORS <input type="checkbox"/> BROAD FORM PROPERTY DAMAGE <input type="checkbox"/> PERSONAL INJURY	COMPLETE THIS SECTION EVIDENCING ALL COVERAGES WITH APPLICABLE LIMITS OF INSURANCE REQUIRED BY OUR CONTRACT OR PURCHASE ORDER WITH YOU. INCLUDE ALL POLICY NUMBERS, POLICY EFFECTIVE DATES AND POLICY EXPIRATION DATES, SHOWING INSURANCES IN EFFECT OR TO BE EFFECTED CONCURRENTLY WITH CONTRACT, PURCHASE, OR WORK ORDER.			BODILY INJURY OCC \$ _____ BODILY INJURY AGG \$ _____ PROPERTY DAMAGE OCC \$ _____ PROPERTY DAMAGE AGG \$ _____ BI & PD COMBINED OCC \$ _____ BI & PD COMBINED AGG \$ _____ PERSONAL INJURY AGG \$ _____
*	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY ATUO <input type="checkbox"/> ALL OWNED AUTOS (Private Pass.) (Other than Private Passenger) <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY	COMPLETE ALL APPLICABLE SECTIONS. INCOMPLETE CERTIFICATES WILL BE RETURNED AND COULD RESULT IN DELAYS AND/OR FAILURE TO EXECUTE CONTRACT OR PURCHASE ORDER WITH YOU!			BODILY INJURY (Per Person) \$ _____ BODILY INJURY (Per Accident) \$ _____ PROPERTY DAMAGE \$ _____ BODILY INJURY & PROPERTY DAMAGE COMBINED \$ _____
*	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ _____ AGGREGATE \$ _____
*	WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL	PLEASE MARK "X" THE STATUTORY LIMITS BOX WHEN APPLICABLE FOR WORKERS' COMPENSATION COVERAGE.			<input type="checkbox"/> STATUTORY LIMITS EACH ACCIDENT \$ _____ DISEASE - POLICY LIMIT \$ _____ DISEASE - EACH EMPLOYEE \$ _____
*	OTHER	*SHOW APPLICABLE LETTER FROM ABOVE OF INSURANCE COMPANY AFFORDING EACH INDIVIDUAL REQUIRED POLICY.			

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

IT IS AGREED THAT SEMINOLE ELECTRIC COOPERATIVE, INC., ITS SUBSIDIARIES, TRUSTEES, DIRECTORS, OFFICERS, AND EMPLOYEES ARE ADDED AS ADDITIONAL INSURED UNDER THE GENERAL LIABILITY, AUTOMOTIVE LIABILITY AND EXCESS LIABILITY POLICIES. ALL INSURANCE COMPANIES LISTED ABOVE AGREE TO WAIVE ANY AND ALL RIGHTS OF SUBROGATION OR RECOVERY AGAINST SEMINOLE ELECTRIC COOPERATIVE, INC., ITS SUBSIDIARIES, TRUSTEES, DIRECTORS, OFFICERS, AND EMPLOYEES.

CERTIFICATE HOLDER

SEMINOLE ELECTRIC COOPERATIVE, INC.
16313 N. DALE MABRY HIGHWAY
P. O. BOX 272000
TAMPA, FL 33688-2000

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ORIGINAL SIGNATURE OF INSURER, AGENT OR BROKER