



**FLORIDA POWER & LIGHT COMPANY (FPL)  
AGREEMENT FOR WORK OR SERVICE**

Effective Date: \_\_\_\_\_ FPL Control Number: \_\_\_\_\_  
FPL Supplier Number or Supplier's Tax Identification Number \_\_\_\_\_ (required for services)  
Supplier Name: \_\_\_\_\_  
Supplier Address: \_\_\_\_\_

Supplier Delivery Date (date all material delivered or all services completed): \_\_\_\_\_  
(Maximum term allowed for repetitive type work cannot exceed three years.)  
Location of Work/Service: \_\_\_\_\_ Delivery Location: \_\_\_\_\_  
Work/Service subject to FPL approval by \_\_\_\_\_

\_\_\_\_\_  
(Name) \_\_\_\_\_ (Position) \_\_\_\_\_ or his/her designee.

Description of Work/Service:

\_\_\_\_\_ Work scope is attached. Any items in Supplier work scope which conflict with FPL's attached terms and conditions shall not apply unless specifically authorized in writing by FPL.

\_\_\_\_\_ Work is to be performed at FPL fossil plant or construction sites and Supplier is subject to FPL's Safe and Secure Workplace Policy for Suppliers and Visitor Access to FPL Fossil Power Plants (attached), as may be amended. Supplier agrees to conform to such policy.

Sales and Use Taxes: \_\_\_\_\_ Procurement is exempt from sales and use tax under F.S. 212.08(5)(c).

FPL does hereby state the purchase of these items are necessary in the production of electrical or steam energy resulting from the burning of boiler fuels other than residual oil. Do not bill tax.

\_\_\_\_\_ No tax applies. \_\_\_\_\_ Applicable tax included in price.

As compensation for work/services performed (including all applicable taxes), FPL agrees to pay Supplier:

\_\_\_\_\_ a lump sum amount of \$ \_\_\_\_\_ ,  
\_\_\_\_\_ a fixed repetitive payment of \$ \_\_\_\_\_ per \_\_\_\_\_ , or  
\_\_\_\_\_ on a time and material basis with an amount not to exceed \$ \_\_\_\_\_ .  
(Maximum total compensation cannot exceed \$10,000 for specific work/service, \$12,000 per year for repetitive work/service.)

\_\_\_\_\_ Send invoice to Florida Power & Light Company as follows:

\_\_\_\_\_ Payment to be made by credit card: (type of card, credit card number and expiration date): \_\_\_\_\_

Supplier agrees to perform the work/service noted above in accordance with this Agreement. Supplier's acknowledgement of this Agreement (including the attached Agreement for Work or Service Terms and Conditions) by signing below or by commencement of or delivery of any work/service described above, shall constitute acceptance by Supplier of this Agreement and all of its terms and conditions. No terms and conditions stated by Supplier in its acknowledgement or otherwise in accepting this Agreement shall be binding upon FPL, unless specifically authorized in writing by FPL, and FPL objects to any such additional terms and conditions. This Agreement for Work or Service must be signed and the duplicate promptly returned to FPL.

Supplier: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

FPL Originator: \_\_\_\_\_  
FPL Authorization Signature: \_\_\_\_\_

Form 643, Rev. 8/11

Account Distribution			
Internal Order (IO)	General Ledger (GL)	Amount	

**FLORIDA POWER & LIGHT COMPANY (FPL)**  
**AGREEMENT FOR WORK OR SERVICE TERMS AND CONDITIONS**

This agreement ("Agreement") between FPL and Supplier shall be as set forth in (i) the attached front page of the Agreement for Work and Service; (ii) these terms and conditions; (iii) other documents as may be expressly incorporated into this Agreement and (iv) any subsequent written authorizations.

- 1.0 **SCOPE OF WORK:** Supplier shall deliver all material, or perform all services, (collectively "Work") as specified in this Agreement and in conformance to all applicable specifications and drawings or authorized changes thereto. Changes in the scope or prices in this Agreement shall be effective only when authorized in writing by FPL.
- 2.0 **DELIVERY:** The delivery date specified in this Agreement is the date the material is due at the specified delivery point or the date the services must be completed. If Supplier fails to deliver all material or complete the services specified in this Agreement by the delivery date, FPL may terminate this Agreement for cause in accordance with Section 9.0 below.
- 3.0 **PAYMENT AND INVOICING:**
  - 3.1 An invoice for procured materials shall include the Agreement for Work or Service control number, the date the materials were delivered, the quantity, description, unit price, extended price for each item, the sales tax (if applicable) and the invoice total.
  - 3.2 For materials and services procured by credit card, Supplier shall bill FPL upon delivery of the materials or completion of the services, as applicable.
  - 3.3 For all materials not procured by credit card, Supplier shall submit an invoice to FPL upon delivery of the material.
  - 3.4 For services performed on a lump-sum or fixed repetitive payment basis which are not procured by a credit card, Supplier shall submit an invoice for the amount specified in the Agreement for Work or Service following completion of the services for specific scope work or upon completion of services for the applicable specified time period (e.g., week, month).
  - 3.5 For services performed on a time and material basis, Supplier's compensation for scheduled services shall include time and material rates and reasonable reimbursable expenses which shall be agreed upon in writing by the parties. The rates shall include profit and all direct and indirect expenses except reimbursable expenses. Supplier shall complete the services and shall invoice FPL for the actual manhours expended to perform the services multiplied by the applicable hourly rate plus reimbursable expenses directly related to the services up to the total not-to-exceed amount in the Agreement for Work or Service. FPL shall have no obligation to pay Supplier in excess of the not to exceed amount. Supplier shall submit an invoice monthly, or as otherwise may be agreed by the parties, in duplicate, for the cost of the services provided during the invoice period, with sufficient detail to verify invoiced amounts. Each invoice shall include (i) the Agreement for Work or Service control number; (ii) hours of services performed by each individual, the individual's respective personnel category, rate per hour and the resulting total cost for each such individual for the invoicing period; (iii) itemization of all reimbursable expenses over Twenty-five Dollars (\$25) and (iv) total amount of the current invoice. Supplier shall maintain books and records supporting all costs hereunder. FPL shall have access to such books and records as required to verify reimbursable costs and hours worked for the duration of this Agreement and for a period of two years thereafter.
  - 3.6 Unless otherwise agreed in writing, all payments not made by credit card shall be due and payable within forty-five (45) calendar days after FPL's receipt of a correct and properly documented invoice, or forty-eight (48) calendar days if payment is made by electronic (FEDI) transaction.
  - 3.7 Supplier shall prepare a separate invoice to cover any changes authorized pursuant to Section 1.0, Scope of Work.
- 4.0 **WARRANTY:** Supplier warrants that materials provided under this Agreement: (i) shall be provided in conformance with the description and requirements of this Agreement; (ii) shall be fit and sufficient for the intended purpose; (iii) shall be constructed from new materials and (iv) shall be free from fault and defects. Supplier warrants that services provided under this Agreement shall be performed in accordance with standards of care, skill and diligence consistent with (i) recognized and sound industry practices, procedures and techniques; (ii) all applicable laws and regulations; (iii) the specifications, documents and procedures applicable to the services; and (iv) the degree of knowledge, skill and judgement customarily exercised by professional firms with respect to services of a similar nature. If any material or service fails to meet this warranty within twelve (12) months after delivery of the material or completion of the service, Supplier shall immediately repair, replace, or correct the material or service failing to meet the warranty. Such repaired, replaced, or corrected material or service shall meet the warranty stated herein for twelve (12) months after the completion of repair, replacement, or correction and the remedy for any breach shall be as stated herein.
- 5.0 **SUBSTITUTION OF MATERIAL:** Supplier shall not substitute from the specified material unless a substitution allowance is authorized in writing by FPL.
- 6.0 **INDEPENDENT CONTRACTOR:** Supplier is at all times and shall remain an independent contractor and not a subcontractor, agent or employee of FPL, its parent, subsidiaries or any affiliated company of FPL Group, Inc. and their respective officers, directors, agents and employees ("FPL Entities"), solely responsible for completing its Work under this Agreement with full power and authority to select the methods, means and manner of performing such Work, so long as such methods, means and manner do not adversely affect the completed improvements or efforts of other suppliers and subcontractors in the execution of their work. FPL retains no control or direction over Supplier, its employees and subcontractors, or over the detail, manner or methods of performance of the Work by Supplier, its employees and its subcontractors.
- 7.0 **INDEMNITY:** Supplier agrees to protect, defend, indemnify and hold FPL Entities free and unharmed from and against any liabilities whatsoever resulting from or in connection with this Agreement or in connection with the performance of the Work by Supplier, its employees or its subcontractors, whether or not such liabilities are due to or caused in whole or in part by the negligence of FPL Entities. The limit of Supplier's indemnity obligation per occurrence, shall not exceed the sum of Three Hundred Thousand Dollars (\$300,000). If Supplier is insured for liability with limits in excess of Three Hundred Thousand Dollars (\$300,000) for claims arising from a single occurrence, Supplier's indemnity obligation shall extend up to but shall not exceed the higher limits of that insurance. The limits of Supplier's indemnity obligations in this Section 7.0 shall not apply to or limit Supplier's indemnity obligations pursuant to Section 11.0, COMPLIANCE WITH LAWS, RULES AND REGULATIONS, nor limit Supplier's responsibility for attorneys' fees and costs under this Agreement.
- 8.0 **LIMITATIONS OF LIABILITY:** In no event shall FPL Entities be liable to Supplier, its subcontractor or its suppliers for indirect, incidental or consequential damages, resulting from FPL's performance, nonperformance or delay in performance of its obligations under this Agreement, or from FPL's delay, termination (with or without cause) or suspension of the work under this Agreement. Supplier shall secure the limitations of liability in this Section 8.0 in all its subcontracts.
- 9.0 **TERMINATION FOR CAUSE:** If Supplier fails to deliver or perform as required under this Agreement, FPL may cancel all or any part of this Agreement. Supplier shall receive payment for material or services accepted by FPL, but FPL may withhold from any payments due Supplier for additional costs FPL may incur as a result of this termination.
- 10.0 **TERMINATION FOR CONVENIENCE:** FPL may terminate all or any part of this Agreement for its convenience. In such event, FPL shall pay Supplier for that portion of the material actually delivered, or service actually performed in accordance with this Agreement. Supplier shall take all reasonable steps to minimize termination charges, costs and liability with respect to terminated work. At its option, FPL may conduct an audit of Supplier's records to verify that termination charges are reasonable and proper. Payment of such termination charges shall be FPL's sole obligation and Supplier's exclusive remedy for termination.
- 11.0 **COMPLIANCE WITH LAWS, RULES AND REGULATIONS:** This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Supplier shall supply all material, and perform all services, in accordance with all applicable codes, laws, rules, regulations, orders and standards of federal state, regional, local and municipal governmental agencies, and all standards, rules, regulations and orders issued by such agencies, including but not limited to all requirements related to equal employment opportunity and civil rights. For services provided at FPL fossil power plants or fossil construction sites, Supplier must comply with the requirements of FPL's Safe and Secure Workplace Policy for Suppliers and Visitor Access to FPL Fossil Power Plants, as may be revised. Neither this Agreement, nor any duty, interest or rights hereunder shall be subcontracted, assigned, transferred, delegated or otherwise disposed of by Supplier without FPL's prior written approval. Supplier shall, at its own expense, defend, indemnify and save harmless FPL Entities from and against all liability, loss or damage (including attorneys' fees and other defense costs) assessed against or suffered by FPL Entities as a result of any allegation or claim of noncompliance by Supplier with this Section 11.0.