

**FLORIDA POWER & LIGHT COMPANY  
INSURANCE AND INDEMNITY REQUIREMENTS**

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**SUPPLIER:** Below are shown the insurance and indemnity requirements which are incorporated in the request for proposal and contract. We urge you to take this package and a copy of the request for proposal or the contract to your insurance agent for review and completion of a Certificate of Insurance. Should you have more than one insurance agent involved, please provide each agent with a copy of these instructions.

**INSURANCE REQUIREMENTS:** Supplier shall procure and maintain at its own expense, the following minimum insurance coverage, unless otherwise specified in the contract, covering all operations required to complete the Work. **Supplier shall provide evidence of the minimum insurance coverage by providing an ACORD or other Certificate of Insurance in forms and with insurance companies acceptable to the Risk Management Department of Florida Power & Light Company (FPL), before any Work under the contract begins.**

**A. Workers' Compensation Insurance** for statutory obligations imposed by Workers' Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoremen's and Harbor Workers' Act, the Federal Employers' Liability Act and the Jones Act. Employers' Liability Insurance shall be provided with a minimum limit of One Hundred Thousand Dollars (\$100,000) per accident.

**B. General Liability Insurance, including Broad Form Contractual Liability Coverage** and Products/Completed Operations Liability Coverage, including coverage for damage caused by explosion, collapse or structural injury and damage to underground facilities, with minimum limits of liability as follows:

Bodily Injury and Property Damage Liability	One Million Dollars (\$1,000,000) combined single limit per occurrence
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The coverage shall insure the performance of the contractual obligations assumed by Supplier under the contract. The Products/Completed Operations Liability coverage shall be provided for a period of at least one year after completion of the Work.

**C. Comprehensive Automobile Liability Insurance** which shall apply to all owned, non-owned, leased and hired automobiles used by Supplier with minimum limits of liability as follows:

Bodily Injury and Property Damage Liability	One Million Dollars (\$1,000,000) combined single limit per occurrence
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- Insurance specified herein **shall not be canceled or materially changed without ten (10) calendar days advance written notice** to FPL's Risk Management Department.

- The provisions of the various policies are subject to the approval of FPL's Risk Management Department, and upon request, Supplier shall make available certified copies of the various policies for inspection. Any inspection of such policies shall not obligate FPL to advise Supplier of any deficiencies in such policies, and such inspection shall not relieve Supplier from, or be deemed a waiver of FPL's right to insist on strict fulfillment of Supplier's obligations herein.
- In the event that any policy furnished by Supplier provides for coverage on a "claims made" basis, the retroactive date of the policy shall be the same as the effective date of the contract, or such other date, as to protect the interest of FPL Entities. Furthermore, for all policies furnished on a "claims made" basis, Suppliers providing of such coverage shall survive the termination of the contract and the expiration of any applicable warranty period, until the expiration of the maximum statutory period of limitations in the State of Florida for actions based in contract or in tort. If coverage is on "occurrence" basis, such insurance shall be maintained by Supplier during the entire term of the contract.

**INDEMNITY:** Supplier agrees to protect, defend, indemnify and hold FPL, its parent, subsidiaries and any affiliated company of FPL Group, inc. and their respective officers, directors, agents and employees (FPL Entities) free and unharmed from and against any liabilities whatsoever resulting from or in connection with the contract or in connection with the performance of the Work by Supplier, its employees or Subcontractors, whether or not such liabilities are due to or caused in whole or in part by negligence of FPL Entities.

Unless otherwise specified in the contract, purchase order, or in the supplemental conditions, the limit of Supplier's indemnity obligation per occurrence, shall not exceed the sum of One Million Dollars (\$1,000,000). If Supplier is insured for liability with limits in excess of One Million Dollars (\$1,000,000) 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 obligation above shall not apply to or limit Suppliers responsibility for attorneys' fee and costs under the contract.

The limits of Supplier's indemnity obligation contained in the contract shall not apply to Supplier's indemnity obligations pursuant to Final Payment, Taxes, Patent or Copyright Infringement, and Compliance with Laws, Rules and Regulations.

Any questions relating to insurance should be addressed directly to Florida Power & Light Company, 700 Universe Boulevard, Juno Beach, FL 33408, facsimile (561) 691-3042 or by contacting the appropriate FPL procurement agent.
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