



## CITY OF OVIEDO FLORIDA

400 ALEXANDRIA BLVD • OVIEDO, FLORIDA 32765

407-971-5555 • WWW.CITYOFOVIEDO.NET

WORK ORDER NUMBER: WO-21-117

**PROJECT: Purchase and Installation of New Generator For Lift Station # 28 Located at 1395 Ellis Fallon Loop**

**CONTRACTOR/CONSULTANT: Tradewinds Power Corporation**

Execution of this Work Order by the CITY OF OVIEDO shall serve as authorization of CONTRACTOR/CONSULTANT to provide for the above project, services and work as set out in the documents which are attached and made a part hereof. All services, programs and activities of the CITY are offered and solicited without regard to race, color, national origin, age, sex, religion, disability or family status in accordance with the City's Title VI Nondiscrimination Policy, Plan and Procedure.

CONTRACTOR/CONSULTANT shall provide said services pursuant to this Work Order and its attachment(s) to the CITY which is/are incorporated herein by reference as if fully set out in its entirety. The terms and conditions set forth on the CITY's website are also fully incorporated herein.

**TIME FOR COMPLETION:** The work authorized by this Work Order shall be completed within **210** days from the notice to proceed issued by the City OR the date of the issuance of this Work Order.

**COMPENSATION:** The CITY shall compensate CONTRACTOR/CONSULTANT a fixed fee in the amount of **Sixty Six Thousand, One Hundred Four Dollars (\$66,104.00)** for the goods and services required under this Work Order. CONTRACTOR/CONSULTANT shall perform all work and provide all associated goods as required by this Work Order. In no event, shall CONTRACTOR/CONSULTANT be paid more than the fee set forth above. Compensation shall occur according to the method described in the CITY's terms and conditions listed on the City website.

**INDEMNITY:** The CONTRACTOR/CONSULTANT shall defend, indemnify and hold harmless the CITY and all of its officials, officers, agents and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of the CONTRACTOR/CONSULTANT, its officers, agents or employees in performance or non-performance of its obligations under the Agreement. To the fullest extent permitted by law,

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CONTRACTOR/CONSULTANT will further hold harmless, defend and indemnify the CITY, its Affiliates and its and their officers, directors, agents, employees, subcontractors and

customers from and against any Claims in any way arising from or related to a failure to Contractor's failure to offer health coverage to Personnel which failure results in the assessment of a penalty against the CITY.

The CONTRACTOR/CONSULTANT recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the CITY when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the CITY in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve the CONTRACTOR/CONSULTANT of its liability and obligation to defend, hold harmless and indemnify the CITY as set forth in this section of the Agreement.

**INSURANCE:** The CONTRACTOR/CONSULTANT shall, at its sole cost and expense, procure and maintain throughout the term of this contract, the lines of insurance and minimum policy limits as set forth below, or to the extent and in such amounts as required and authorized by Florida law, and will provide endorsed certificates of insurance generated and executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, and name the CITY as a named, additional insured, as well as furnishing the CITY with a certified copy, or copies, of said insurance policies.

Certificates of insurance and certified copies of these insurance policies must accompany this signed contract. Said insurance coverages procured by the CONTRACTOR/CONSULTANT as required herein shall be considered, and the CITY agrees that said insurance coverages it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to the CITY, and that any other insurance, or self-insurances available to the CITY shall be considered secondary to, or in excess of, the insurance coverages(s) procured by the CONTRACTOR/CONSULTANT as required herein.

Nothing herein shall be construed to extend the City's liability beyond that provided in Section 768.28, *Florida Statutes*.

- Workers Compensation/Employer Liability: The CONTRACTOR/CONSULTANT shall provide Worker's Compensation insurance for all employees at limits not less than the following:

\$500,000 Each Accident  
\$500,000 Each Employee  
\$500,000 Policy Limit for Disease

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- General Liability Insurance: The CONTRACTOR/CONSULTANT shall provide coverage for all operations including, but not limited to, contractual, products and complete operations and personal injury at limits not less than the following:

\$1,000,000 Bodily Injury & Property Damage - each occurrence  
\$1,000,000 Personal & Advertising Injury - each occurrence  
\$2,000,000 General Aggregate  
\$2,000,000 Products/Completed Operations Aggregates limit  
\$ 5,000 Medical Payments

- Commercial Business Automobile Liability: The CONTRACTOR/CONSULTANT shall provide complete coverage for owned and non-owned vehicles for limits not less than \$1,000,000 CSL or its equivalent.
- Pollution Liability: The CONTRACTOR/CONSULTANT shall provide coverage in the amount of \$1,000,000 for injury and/or property damage claims, applicable to the work being performed, caused by the release of, or the inability to properly manage or guard against the release of, hazardous materials.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, The City of Oviedo requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

CONTRACTOR/CONSULTANT agrees to fully comply with all State laws relating to public records. In order to comply with Section 119.0701, *Florida Statutes*, the CONTRACTOR/CONSULTANT must: (1) Keep and maintain public records required by the CITY to perform the service, (2) Upon request from the City's custodian of public records to be inspected or copied within a reasonable time and at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*, or as otherwise provided by law, (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the CONTRACTOR/CONSULTANT does not transfer the records to the CITY, (4) Upon completion of this Agreement, transfer, at no cost to the City all public records in possession of the CONTRACTOR/CONSULTANT or keep and maintain public records required by the City to perform the service. If the CONTRACTOR/CONSULTANT transfers all public records to the CITY upon completion of this Agreement, the CONTRACTOR/CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR/CONSULTANT keeps and maintains public records upon completion of this Agreement, the CONTRACTOR/CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the CITY, and (5) If the CONTRACTOR/CONSULTANT does not comply with a public records request, the City shall enforce any and all Agreement

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provisions in accordance with this Agreement and the CONTRACTOR/CONSULTANT shall be subject to all rights and remedies of the City and the public under controlling State law.

A request to inspect or copy public records relating to this Agreement must be made directly to the CITY. If the CITY does not possess the requested records, the CITY shall immediately notify the CONTRACTOR/CONSULTANT of the request, and the CONTRACTOR/CONSULTANT must provide the records to the CITY or allow the records to be inspected or copied within a reasonable time. Failure by the CONTRACTOR/CONSULTANT to grant such public access and comply with public records requests shall be grounds for immediate unilateral cancellation of this Agreement by the CITY. The CONTRACTOR/CONSULTANT shall promptly provide the CITY with a copy of any request to inspect or copy public records in possession of the CONTRACTOR/CONSULTANT and shall promptly provide the CITY with a copy of the CONTRACTOR'S/CONSULTANT'S response to each such request.

The CONTRACTOR/CONSULTANT agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.

**IF THE CONTRACTOR/CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S/CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 971-5504, BARBARA BARBOUR, MMC, CITY CLERK, CITY HALL, CITY OF OVIEDO, 400 ALEXANDRIA BOULEVARD, OVIEDO, FLORIDA 32765, BBARBOUR@CITYOFOVIEDO.NET.**

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The **Effective Date** of this Contract shall be the date of execution by, or on behalf of, the City of Oviedo, Florida.

**TRADEWINDS POWER CORP**

ATTEST

\_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

CITY OF OVIEDO, FLORIDA, a municipal corporation

ATTEST

\_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_


Title: Mayor

Date: \_\_\_\_\_


WORK ORDER NUMBER: WO-21-117

PROJECT: \_\_\_\_\_

Reviewed by: Purchasing:

  
Date: 1/11/21

Risk Management:

  
Date: 1/11/2021