

**BOARD OF COUNTY COMMISSIONERS  
LAKE COUNTY, FLORIDA  
OFFICE OF THE COUNTY MANAGER  
AGENDA ITEM COVER SHEET**

**DATE:** 10/14/2024

**TO:** Jennifer Barker, County Manager

**THRU:**

Wesley Jones, Office Of Facilities Management Director

**BY:** Bill Ponko, Senior Contracting Officer

**SUBJECT:** Fire Station 109 - Construction Project Manager

**MEETING DATE:** 10/22/2024

**ITEM TYPE:** Consent Item

**ITEM ID:** 33426

---

**RECOMMENDATION/REQUIRED ACTION:** Approve

Recommend approval:

1. Of Contract 25-903 with Ovation Construction Company, LLC (Oviedo, FL) for Fire Station 109 Construction Project Manager services;
2. Of a budget transfer in the amount of \$180,000 from Facilities Repair and Maintenance to Facilities Buildings; and
3. To authorize the Office of Procurement Services to execute all supporting documentation.

The estimated fiscal impact is \$180,000 (expenditure). Commission District 1

---

**BACKGROUND SUMMARY:** On January 9, 2024, the Board of County Commissioners approved Contract 23-923 with Blackwater Construction Services, LLC (Gainesville, FL) for the one-time purchase of all labor, materials, equipment, component/devices, transportation, fuel, supervision, permits, inspections, and all other incidentals needed to complete all necessary work for the construction renovation of Fire Station 109, located at 11630 Lakeshore Drive, Clermont, Florida.

The Office of Procurement Services, in coordination with the Office of Facilities Management, has since issued Request for Statements of Qualifications (RSQ) 25-903 for the one-time purchase of Construction Project Manager Services to assist the County in coordinating the construction of Fire Station 109 with Blackwater Construction Services, LLC, and the project architect, KTH Architects, Inc., (Orlando FL). The construction project manager will also assist and advise the County Project Manager on costs, schedule, feasibility, value engineering, project management, cost tracking, and deliverables pertaining to all phases of the Project.

Five responsive and responsible submittals were received as indicated on the attached tabulation sheet. Staff recommends awarding to the overall lowest price responsive and responsible vendor.

---

Fiscal Impact: \$180,000 (expenditure)

Account No.:

**AGREEMENT BETWEEN  
LAKE COUNTY, FLORIDA, AND  
OVATION CONSTRUCTION COMPANY, LLC, FOR  
FIRE STATION NO. 109 - CONSTRUCTION PROJECT MANAGER**

**RSQ # 25-903**

This is an Agreement between Lake County, Florida, a political subdivision of the State of Florida (the COUNTY), by and through its Board of County Commissioners, and Ovation Construction Company, LLC, a Florida Limited Liability Company, its successors and/or assigns (the CONSULTANT), (each a "Party" and collectively, the "Parties").

**WITNESSETH:**

**WHEREAS**, the COUNTY publicly submitted a Request for Statements of Qualifications (RSQ) #25-903 seeking firms or individuals qualified to provide construction project management services for the construction of Fire Station No. 109 for the COUNTY; and

**WHEREAS**, the CONSULTANT desires to perform such services subject to the terms of this Agreement; and

**WHEREAS**, the provision of such services will benefit the parties and the residents of Lake County, Florida.

**NOW, THEREFORE, IN CONSIDERATION** of the mutual terms, understandings, conditions, promises, covenants, and payment set forth in this Agreement, and intending to be legally bound, the parties hereby agree as follows:

**ARTICLE 1. LEGAL FINDINGS.**

**1.1** Legal Findings of Fact. The foregoing recitals are hereby adopted as legislative findings of the Board of County Commissioners and are ratified and confirmed as being true and correct and are hereby made a specific part of this Agreement upon adoption hereof.

**ARTICLE 2. PURPOSE**

**2.1** Purpose. The purpose of this Agreement is for the CONSULTANT to provide construction project management and related services for the construction of Fire Station No. 109 ("the Service") for the COUNTY as detailed in the Scope of Work, attached hereto and incorporated herein as **Exhibit A (Composite)**. This is an indefinite quantity contract with no guarantee of a volume of services or expenditure.

**ARTICLE 3. SCOPE OF SERVICES**

**3.1** Scope. On the terms and conditions set forth in this Agreement, the COUNTY hereby engages the CONSULTANT to provide all labor, materials, and equipment to complete the Service, as more specifically described in the Scope of Services, as modified or clarified by any addenda, along with CONSULTANT'S Submittal Form and Proposed Solution, attached hereto and incorporated herein as **Exhibit A (Composite)**. It is understood that the Scope of Services may be modified by change order as

the Service progresses, but to be effective and binding, any such change order must be in writing, executed by the parties, and in accordance with the COUNTY'S Purchasing Policies and Procedures. A copy of these policies and procedures will be made available to the CONSULTANT upon request.

**3.2** Effective Date and Term. This Agreement will become effective upon both parties signing this Agreement (the "Effective Date"). This Agreement shall remain in effect until such time as the services acquired in conjunction with the Service and this Agreement have been delivered and accepted by the COUNTY. The terms and conditions of this Agreement shall remain in effect until completion of all express- and implied-warranty periods. The COUNTY reserves the right to negotiate for additional services/items similar in nature not known at the time of solicitation.

#### ARTICLE 4. PAYMENT

**4.1** Pricing. Payment shall be arrived at utilizing the hourly rates set forth in CONSULTANT'S Team Composition & Hourly Rate Schedule, attached hereto and incorporated herein as **Exhibit B**. **CONSULTANT shall not exceed forty (40) hours per week of billable hours without prior written approval from the COUNTY.**

**4.2** Invoicing. CONSULTANT will submit accurate, itemized invoices to the COUNTY on a monthly basis reflecting hours actually incurred in providing services to COUNTY under this Agreement. The date of the invoice must be after delivery but no more than thirty (30) calendar days after delivery. Under no circumstances shall the invoices be submitted to COUNTY in advance of the delivery and acceptance of the work. All invoices must contain the contract or purchase order number, date, and location of delivery of service.

**4.3** The COUNTY will make payment on all invoices in accordance with the Florida Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. Failure to submit invoices in the prescribed manner will delay payment and CONSULTANT may be considered in default and this Agreement may be terminated. COUNTY will pay interest not to exceed one percent (1%) per month on all undisputed invoices not paid within thirty (30) days after the due date. CONSULTANT must invoice COUNTY for any interest accrued in order to receive the interest payment.

**4.4** Other than the fees and rates set forth in **Exhibit B**, CONSULTANT shall not be entitled to payment for any expenses, fees, or other costs it may incur at any time and in any connection with its performance hereunder.

**4.5** Improper Payment Requests and Invoice Disputes. Improper payment requests or invoices submitted by the CONSULTANT shall be resolved as provided for in the Florida Local Government Prompt Payment Act, Section 218.76, Florida Statutes.

**4.6** Grant Funding. In the event any part of this Agreement is to be funded by federal, state, or other local agency monies, CONSULTANT agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. CONSULTANT is advised that payments under this Agreement may be withheld pending completion and submission of all required forms and documents required of CONSULTANT pursuant to the grant funding requirements. A copy of the requirements will be supplied to CONSULTANT by the COUNTY upon request.

**ARTICLE 5. COUNTY RESPONSIBILITIES**

- 5.1 The COUNTY shall pay in accordance with the provisions set forth in this Agreement.
- 5.2 The COUNTY retains the right to inspect all work to verify compliance with the contract documents.

**ARTICLE 6. SPECIAL TERMS AND CONDITIONS**

6.1 Qualifications. CONSULTANT shall during the entire duration and renewal(s) of this Agreement shall be registered with the State of Florida and have obtained at least the minimum thresholds of education and professional experience required to perform the services required under this Agreement. CONSULTANT shall be registered with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes.

6.2 Key Personnel

A. CONSULTANT agrees that each person listed or referenced in CONSULTANT'S proposal package provided in response to RSQ # 25-903, shall be available to perform the services described herein for the COUNTY barring illness, accident, or other unforeseeable events of a similar nature, in which case CONSULTANT must be able to promptly provide a qualified replacement. In the event CONSULTANT desires to substitute personnel, CONSULTANT shall propose a person with equal or higher qualifications; each replacement person is subject to prior written approval of the COUNTY. In the event the requested substitute is not satisfactory to the COUNTY and the matter cannot be resolved to the satisfaction of the COUNTY, the COUNTY reserves the right to terminate this Agreement. A list of CONSULTANT'S Key Personnel under this Agreement are attached hereto and incorporated herein as part of **Exhibit B**.

B. CONSULTANT will be responsible for providing that all personnel are competent, experienced, and reliable. All personnel must have sufficient skill and experience to perform their assigned task(s) properly and satisfactorily, to operate any equipment involved, and will make due and proper effort to execute the work in the manner prescribed in the agreement documents. When the COUNTY determines that any person is incompetent, unfaithful, intemperate, disorderly, or insubordinate, such person will be immediately discharged from the Service and will not again be employed on the Service without the written consent of the COUNTY. Should the CONSULTANT fail to remove such person or persons, the COUNTY may withhold all payments which are or may become due in connection with the Services subject to the removal or may suspend the Services with approval of the COUNTY until such orders are complied with.

C. No alcoholic beverages or drugs are permitted on any COUNTY properties. Evidence of alcoholic beverages or drug use by an individual will result in immediate termination from the job site.

D. E-Verify. CONSULTANT shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new persons hired by CONSULTANT during the term of this Agreement. CONSULTANT shall include in all contracts with subcontractors performing work pursuant to any contract arising from this Agreement an express requirement that the subcontractors utilize the U.S. Department of Homeland

Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new employees hired by the subcontractors during the term of the Agreement.

**6.3**     Termination.

A.     Termination for Convenience. This Agreement may be terminated by the COUNTY upon twenty (20) days advance written notice to the other party; but if any service under this Agreement is in progress but not completed as of the date of termination, then this Agreement may be extended upon written approval of the COUNTY until said service is completed and accepted. In the event this Agreement is terminated or cancelled upon the request and for the convenience of the COUNTY with the required twenty (20) day advance written notice, COUNTY shall reimburse CONSULTANT for actual work satisfactorily completed and reasonable expenses incurred.

B.     Termination for Cause. This Agreement may be terminated by the COUNTY due to the CONSULTANT'S breach of a material term of this Agreement, but only after the COUNTY has provided CONSULTANT with ten (10) calendar days' written notice for the CONSULTANT to cure the breach and the CONSULTANT'S failure to cure the breach within that ten (10) day time period; but, if any work, service, or task under this Agreement is in progress but not completed on the date of termination, then this Agreement may be extended upon written approval of the COUNTY until the work, service, or task is completed and accepted. Termination costs, if any, shall not apply. The twenty (20) day advance notice requirement is waived in the event of termination for cause.

C.     Termination Due to Unavailability of Funds in Succeeding Fiscal Years. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, this Agreement shall be canceled, and CONSULTANT shall be reimbursed for services satisfactorily performed and the reasonable value of any non-recurring costs incurred but not amortized in the price of the services delivered under this Agreement.

**6.4**     Assignment of Agreement. This Agreement shall not be assigned or sublet except with the written consent of the Lake County Procurement Services Director. No such consent shall be construed as making the COUNTY a party to the assignment or subcontract or subjecting the COUNTY to liability of any kind to any assignee or subcontractor. No assignment or subcontract shall under any circumstances relieve CONSULTANT of liability and obligations under this Agreement and all transactions with the COUNTY must be through CONSULTANT. In the event CONSULTANT is acquired in whole or in part by another entity, including any takeovers effectuated by a stock buyout, or similar acquisition process, CONSULTANT shall notify the COUNTY immediately, and in no case more than thirty (30) days after to the effective date of the acquisition. The COUNTY shall have the option of terminating this Agreement in the event the acquiring entity does not meet with the COUNTY'S approval. Any acquisition or hostile takeover may result in termination of this Agreement for cause. Any acquisition or hostile takeover may result in termination of this Agreement for cause. Failure to submit timely notification to the COUNTY may result in a material breach of this Agreement and termination by the COUNTY or assessment of a processing fee.

**6.5**     Insurance.

A.     CONSULTANT will purchase and maintain at all times during the term of this Agreement, without cost or expense to the COUNTY, policies of insurance as indicated below, with a company or

companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring the CONSULTANT against any and all claims, demands, or causes of action, for injuries received or damage to property relating to the performance of duties, services, or obligations of the CONSULTANT under the terms and provisions of this Agreement. An original certificate of insurance, indicating that CONSULTANT has coverage in accordance with the requirements of this section must be received and accepted by the COUNTY prior to contract execution or before any work begins. It will be furnished by CONSULTANT to the COUNTY'S Project Manager and Procurement Services Director within five (5) working days of such request.

The parties agree that the policies of insurance and confirming certificates of insurance will insure the CONSULTANT in accordance with the following minimum limits:

1. General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:
  - Each Occurrence/General Aggregate ..... \$1,000,000/2,000,000
  - Products-Completed Operations ..... \$2,000,000
  - Personal & Adv. Injury ..... \$1,000,000
  - Fire Damage..... \$50,000
  - Medical Expense ..... \$5,000
  - Contractual Liability ..... Included
  
2. Automobile liability insurance, including owned, non-owned, and hired autos with the minimum Combined Single Limit of \$1,000,000
  
3. Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and any other applicable law requiring workers' compensation (Federal, maritime, etc.).
  
4. Employers Liability with the following minimum limits and coverage:
  - Each Accident..... \$1,000,000
  - Disease-Each Employer ..... \$1,000,000
  - Disease-Policy Limit..... \$1,000,000
  
5. Professional liability and specialty insurance (errors and omissions, etc.) as applicable, with minimum limits of \$1,000,000 and annual aggregate of \$2,000,000.

B. Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, will be named as additional insured as their interest may appear all applicable policies. Certificates of insurance must identify the RSQ number in the Description of Operations section on the Certificate.

C. CONSULTANT must provide a minimum of thirty (30) days prior written notice to the County of any change, cancellation, or nonrenewal of the required insurance.

D. Certificates of insurance must evidence a waiver of subrogation in favor of the COUNTY, that coverage must be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium by the COUNTY.

E. CONSULTANT must provide a copy of all policy endorsements, reflecting the required coverage, with Lake County listed as an additional insured along with all required provisions to include waiver of subrogation. Contracts cannot be completed without this required insurance documentation. **A certificate of insurance (COI) will not be accepted in lieu of the policy endorsements.**

F. Certificate holder must be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND  
THE BOARD OF COUNTY COMMISSIONERS.  
P.O. BOX 7800  
TAVARES, FL 32778-7800

G. All self-insured retentions will appear on the certificates and will be subject to approval by the COUNTY. At the option of the COUNTY, the insurer will reduce or eliminate such self-insured retentions; or CONSULTANT will be required to procure a bond guaranteeing payment of losses and related claims expenses.

H. The COUNTY will be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention will be the sole responsibility of the CONSULTANT or subcontractor providing such insurance.

I. CONSULTANT will be responsible for subcontractors and their insurance. Subcontractors are to provide Certificates of Insurance to the COUNTY evidencing coverage and terms in accordance with the CONSULTANT'S requirements.

J. Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

K. Neither approval by the COUNTY of any insurance supplied by CONSULTANT, nor a failure to disapprove that insurance, will relieve CONSULTANT of full responsibility of liability, damages, and accidents as set forth herein.

**6.4 Indemnity.** To the extent permitted by law, the CONSULTANT will indemnify and hold harmless COUNTY, its officers, employees, and agents from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of CONSULTANT, its personnel, employees, and other person utilized by CONSULTANT in the performance of this Agreement, including without limitation, defects in design, or errors or omissions that result in material cost increases to COUNTY. Such indemnification will include the payment of all valid claims, losses, and judgments of any nature whatsoever in connection therewith



and the payment of all related fees and costs. The COUNTY reserves the right to defend itself with its own counsel or retained counsel at CONSULTANT'S expense. This indemnification obligation shall not be construed to negate, abridge, or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph or be deemed to affect the rights, privileges, and immunities of COUNTY as set forth in Section 768.28, Florida Statutes.

**6.5** Independent Contractor. CONSULTANT, and all its employees, agree that they will be acting as independent contractors and will not be considered or deemed to be an agent, employee, joint venturer, or partner of the COUNTY. CONSULTANT will have no authority to contract for or bind the COUNTY in any manner and shall not represent itself as an agent of the COUNTY or as otherwise authorized to act for or on behalf of the COUNTY.

**6.6** Retaining Other Consultants. Nothing in this Agreement will be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONSULTANT or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

**6.7** Consultant as Prime. CONSULTANT shall act as the prime consultant for all required items and services and shall assume full responsibility for the procurement and maintenance of such items and services. CONSULTANT shall be considered the sole point of contact regarding all stipulations, including payment of all charges and meeting all requirements of this Agreement. All sub-consultants will be subject to advance review by the COUNTY in terms of competency, security concerns, and compliance with applicable laws. No change in sub-consultants shall be made without consent of the COUNTY. CONSULTANT shall be responsible for all insurance, professional certifications, licenses and related matters for any and all sub-consultants. Even if the sub-consultant is self-insured, the COUNTY may require the CONSULTANT to provide any insurance certificates required by the work to be performed.

**6.8** Return of Materials. Upon the request of the COUNTY, but in any event upon termination of this Agreement, the CONSULTANT shall surrender to the COUNTY all memoranda, notes, records, drawings, manuals, computer software, and other documents or materials pertaining to the services under this Agreement, that were furnished to the CONSULTANT by the COUNTY pursuant to this Agreement.

**6.9** Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a CONSULTANT, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

**6.10** Florida Convicted/Suspended Vendor Lists. By executing this Agreement CONSULTANT affirms that it is not currently listed on the Florida Department of Management Services Convicted Vendor (Section 287.133, Florida Statutes) or Suspended Vendor (Section 287.1351, Florida Statutes) Lists.

**6.11** Discriminatory Vendor List (State funded projects). As provided by Section 287.134, Florida Statutes, a contractor who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded



or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. By entering into this Agreement, CONSULTANT affirms that CONSULTANT is not on the Discriminatory Vendor List and will ensure that any subcontractors retained for performance under this Agreement are not listed on the Discriminatory Vendor List.

**6.12 Antitrust Violator Vendor List (State funded projects).** As provided by Section 287.137, Florida Statutes, a contractor who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering into this Agreement, CONSULTANT affirms that CONSULTANT is not on the Antitrust Violator Vendor List and will ensure that any subcontractors retained for performance under this Agreement are not listed on the Antitrust Violator Vendor List.

**6.13 Foreign gifts and contracts.** Pursuant to Section 286.101, Florida Statutes, CONSULTANT shall disclose to the COUNTY any current or prior interest of, any contract with, or any grant or gift received by a foreign country of concern if such interest, contract, or grant or gift (1) had a value of \$50,000 or more and (2) such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years. Foreign country of concern is defined in Section 286.101(1)(b), Florida Statutes, as the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such foreign country of concern. CONSULTANT'S disclosure must include the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant of gift, and the name of the agent or controlled entity that is the source or interest holder. The COUNTY may request records relevant to a reasonable suspicion that a disclosure has not been made and the CONSULTANT shall provide the required records within thirty (30) days of the COUNTY making such request, or at a later time as agreed to by the Parties.

**6.14 Contracting with foreign entities of concern.** Pursuant to Section 287.138, Florida Statutes, for contracts where CONSULTANT may have access to personal identifying information, CONSULTANT certifies to the COUNTY by submitting its bid that (1) CONSULTANT is not owned by a government of a foreign country of concern; (2) a government of a foreign country of concern does not have a controlling interest in CONSULTANT; and (3) CONSULTANT is not organized under the law of nor has its principal place of business in a foreign country of concern. For the purposes of this section, foreign country of concern means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern, as defined in Section 287.138(1)(c), Florida Statutes.

**6.15 Social, political, or ideological interests.** Per Section 287.05701, Florida Statutes, the COUNTY will not request documentation of or consider a vendor’s social, political, or ideological interests when determining if the vendor is a responsible vendor.

**6.16 Conflict of Interest.** CONSULTANT agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement, or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government. Further, CONSULTANT hereby certifies that no officer, agent, or employee of the COUNTY has any material interest either directly or indirectly in the business of the CONSULTANT conducted here and that no such person may have any such interest at any time during the term of this Agreement unless approved by the COUNTY.

**6.17 Certification Regarding Scrutinized Companies:** By executing this Agreement, CONSULTANT hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel. CONSULTANT understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys’ fees, and costs. CONSULTANT further understands that any contract with the COUNTY for goods or services may be terminated at the option of the COUNTY if the CONSULTANT is found to have submitted a false certification or has been listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel.

CONSULTANT, by entering this Agreement, hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel, and is not engaged in business operations in Cuba or Syria. CONSULTANT understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys’ fees, and costs. The CONSULTANT further understands that any contract with the County for goods or services of \$1 million or more may be terminated at the option of the COUNTY if the CONSULTANT is found to have submitted a false certification or has been listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies with Activities in Sudan List, is listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel, or is engaged in business operations in Cuba or Syria.

**6.18 Anti-Trafficking Related Activities.** The U.S. Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities listed below. These prohibitions specifically apply to some federally funded contracts and prohibit CONSULTANT, CONSULTANT employees, and their agents from:

- A. Engaging in severe forms of trafficking in persons during the period of performance of the contract;
- B. Procuring commercial sex acts during the period of performance of the contract;
- C. Using forced labor in the performance of the contract;

D. Destroying, concealing, confiscating, or otherwise denying access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;

E. Using misleading or fraudulent practices during the recruitment of employees;

F. Charging employees or potential employees recruitment fees;

G. Failing to provide return transportation or paying for the cost of return transportation upon the end of employment for certain employees;

H. Providing or arrange housing that fails to meet the host country housing and safety standards; or

I. Failing to provide an employment contract, recruitment agreement, or other required work documents in writing, as required by law or contract.

**6.19 Prohibition against contingent fees.** CONSULTANT, by entering this Agreement, warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Agreement and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any consideration contingent upon or resulting from the award or making of this Agreement.

**6.20 Non-Collusion.** CONSULTANT, by entering into this Agreement, further certifies that the offer made during the solicitation process, the prices provided to the COUNTY were arrived at independently, without collusion, communication, or agreement, for the purpose of restricting competition with any other consultant, bidder, or potential bidder, and in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid. No attempts were made to solicit, cause, or introduce any other firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid. Should the COUNTY, at any time during the term of this Agreement, become aware of collusive acts by the CONSULTANT in submitting their bid, the COUNTY reserves the right to terminate this Agreement without cost or penalty to the COUNTY.

**6.21 Accuracy.** CONSULTANT is responsible for the professional quality, technical accuracy, timely completion, and coordination of all the services furnished under this Agreement. CONSULTANT shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies resulting from the services provided in this Agreement.

**6.22 Additional Services.** Services not specifically identified in this Agreement may be added to the Agreement upon execution of a written amendment. The COUNTY reserves the right to award any additional services to CONSULTANT or to acquire the items from another vendor through a separate solicitation.

**6.23 Right to Audit.** The COUNTY reserves the right to require the CONSULTANT to submit to an audit by any auditor of the COUNTY'S choosing. The CONSULTANT shall provide access to all of its

records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. CONSULTANT shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for five (5) years following expiration of the Agreement, or for such time as set forth in the Florida Department of State, Division of Library and Information Services, General Records Schedule GS1-SL, a copy of which can be found at this link: <https://dos.fl.gov/library-archives/records-management/general-records-schedules/>, whichever is longer. CONSULTANT agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards.

A. If the CONSULTANT provides technology services, the CONSULTANT must provide Statement of Standards for Attestations Engagements (SSAE) 16 or 18 and System and Service Organization Control (SOC) reports upon request by the COUNTY. The SOC reports must be full Type II reports that include the CONSULTANT'S description of control processes, and the independent auditor's evaluation of the design and operating effectiveness of controls. The cost of the reports will be paid by the CONSULTANT.

B. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONSULTANT to the COUNTY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY'S audit must be reimbursed to the COUNTY by the CONSULTANT. Any adjustments or payments which must be made as a result of any such audit or inspection of the CONSULTANT'S invoices or records must be made within a reasonable amount of time, but in no event may the time exceed ninety (90) calendar days, from presentation of the COUNTY'S audit findings to the CONSULTANT.

C. This provision is hereby considered to be included within, and applicable to, any subcontractor contract entered into by the CONSULTANT in performance of any work under this Agreement.

#### **6.24 Public Records.**

A. All electronic files, audio and video recordings, and all papers pertaining to any activity performed by the CONSULTANT for or on behalf of the COUNTY will be the property of the COUNTY and will be turned over to the COUNTY upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the COUNTY are public records available for inspection by any person even if the file or paper resides in the CONSULTANT'S office or facility. The CONSULTANT will maintain the files and papers for not less than three complete calendar years after the Service has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of this Agreement, the CONSULTANT will appoint a records custodian to handle any records request and provide the custodian's name and telephone numbers to the COUNTY.

B. Pursuant to Section 119.0701, Florida Statutes, CONSULTANT will comply with the Florida Public Records' laws, and will:

1. Keep and maintain public records required by the COUNTY to perform the services identified herein.



2. Upon request from the COUNTY'S custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for 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 contract term and following completion of the contract if the CONSULTANT does not transfer the records to the COUNTY.
4. Upon completion of this Agreement, transfer, at no cost, to the COUNTY all public records in possession of the CONSULTANT or keep and maintain public records required by the COUNTY to perform the service. If CONSULTANT transfers all public records to the COUNTY upon completion of the contract, CONSULTANT will destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If CONSULTANT keeps and maintains public records upon completion of the Agreement, CONSULTANT will meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY'S custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

**C. IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT LAKE COUNTY OFFICE OF PROCUREMENT SERVICES, 315 WEST MAIN STREET, P.O. BOX 7800, TAVARES, FL 32778 OR AT 352-343-9424 OR VIA EMAIL AT [PURCHASING@LAKECOUNTYFL.GOV](mailto:PURCHASING@LAKECOUNTYFL.GOV).**

D. Failure to comply with this subsection will be deemed a breach of the contract and enforceable as set forth in Section 119.0701, Florida Statutes.

E. Unless otherwise provided, CONSULTANT shall maintain substantiating records as required by the State of Florida, General Records Schedule GS1-SL ("Schedule") for State and Local Government Agencies, a copy of which can be found at: <https://dos.fl.gov/library-archives/records-management/general-records-schedules/>. If CONSULTANT receives notification of a dispute or the commencement of litigation regarding the Project within the time specified in the Schedule, the CONSULTANT shall continue to maintain all service records until final resolution of the dispute or litigation.

F. Confidential and/or Exempt Information. CONSULTANT must maintain the confidential and/or exempt nature of all confidential and/or exempt documents received under this Service. Upon completion of the Service, CONSULTANT will return to COUNTY all confidential and/or exempt project documents including, but not limited to, designs, files, photos, reports, maps, drawings, specifications,

schematics, diagrams, shop drawings, construction documents and electronic files. CONSULTANT will provide written certification to COUNTY that all documents designated as confidential and/or exempt have been returned to the COUNTY or destroyed.

**6.25 Force Majeure.** The parties will exercise every reasonable effort to meet their respective obligations under this Agreement, but will not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any Government law or regulation, acts of nature, acts or omissions of the other party, Government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems and any other cause whatsoever beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so Incurred.

**6.26 Minimum Wage.** The wage rate paid to all laborers, mechanics, and apprentices employed by the CONSULTANT for the work under the Agreement may not be less than the prevailing wage rates for similar classifications of work as established by the Federal government and enforced by the U.S. Department of Labor, Wages and Hours Division, and Florida's Minimum Wage requirements in Article X, Section 24(f) of the Florida Constitution and enforced by the Florida Legislature by statute or the State Agency for Workforce Innovation by rule, whichever is higher.

**6.27 Licenses and Permits.** CONSULTANT will be solely responsible for obtaining all necessary approvals and permits to complete the service, unless specifically agreed otherwise in the Scope of Services. The CONSULTANT shall remain appropriately licensed throughout the course of the Service. If the CONSULTANT employs the services of a subcontractor, the CONSULTANT shall ensure that any subcontractor is appropriately licensed throughout the course of the Service. Failure to maintain all required licenses will entitle the COUNTY, at its option, to terminate this Agreement. Damages, penalties, or fines imposed on the COUNTY or CONSULTANT for failure to obtain required licenses, permits, inspections, or other fees, or inspections, will be borne by the CONSULTANT.

## ARTICLE 7 MISCELLANEOUS PROVISIONS

**7.1 Governing Law, Venue, and Waiver of Jury Trial.** This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie in Lake County, Florida. THE CONSULTANT, BY ENTERING INTO THIS AGREEMENT, KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT IT MAY HAVE TO A JURY TRIAL IN ANY CIVIL LITIGATION MATTER ARISING FROM OR RELATING TO THIS AGREEMENT.

**7.2 Captions.** The captions utilized in this Agreement are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions of this Agreement.

**7.3** This Agreement will be binding upon and will inure to the benefit of each of the parties and of their respective successors and permitted assigns.

**7.4** This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties.

**7.5** No Waiver. The failure of any party at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision of this Agreement, nor in any way affect the validity of, or the right to enforce, each and every provision of this Agreement.

**7.6** Disadvantaged Businesses. The COUNTY has adopted policies which assure and encourage the full participation of Disadvantaged Business Enterprises (DBE) in the provision of goods and services. The COUNTY encourages joint ventures between majority-owned firms and qualified disadvantaged/minority/women-owned firms.

**7.7** Tobacco Products. Tobacco use, including both smoke and smokeless tobacco, is prohibited on COUNTY owned property.

**7.8** Civil Rights Act. During the term of this Agreement the CONSULTANT assures the COUNTY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the CONSULTANT does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discriminate in any form or manner against the CONSULTANT'S employees or applicants for employment. The CONSULTANT understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

**7.9** Compliance with Applicable Laws. The CONSULTANT must at all times comply with all Federal, State and local laws, rules and regulations.

**7.10** Fraud, misrepresentation, and material misstatements. Any individual, corporation, or other entity that attempts to meet its contractual obligations with the COUNTY through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The COUNTY as a further sanction may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity will be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

**7.11** Other Departments. Although this Agreement is specific to a Department of the COUNTY, it is agreed and understood that any department of the COUNTY may avail itself of this Agreement and purchase any and all items specified in this Agreement at the contract prices established in this Agreement. A contract modification will be issued by the COUNTY identifying the requirements of the additional

**7.14** Continuation of Work. Any work that commences prior to and will extend beyond the expiration date of this Agreement, must, unless terminated by mutual agreement between COUNTY and CONSULTANT, continue until completion without change to the then current prices, terms, and conditions.

**7.16** Sovereign Immunity. COUNTY expressly retains all rights, benefits, and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Nothing will be deemed as a waiver of immunity or the limitations of liability of COUNTY beyond any statutory limited waiver of immunity or limits of liability. Nothing will inure to the benefit of any third party for the purpose of allowing any claim against COUNTY, which would otherwise be barred under the law.



**7.17 Construction of Agreement.** The Parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted.

**7.18 Severability.** The invalidity or unenforceability of any particular provision of this Agreement will not affect the other provisions of this Agreement, and this Agreement must be construed in all respects as if such invalid or unenforceable provisions were omitted.

**7.19 Notices.** Wherever provision is made in this Agreement for the giving, service, or delivery of any notice, statement or other instrument, such notice must be in writing and will be deemed to have been duly given, served, and delivered, if delivered by hand or mailed by United States registered or certified mail, addressed as follows:

**If to CONSULTANT:**

Ovation Construction Company, LLC  
Michael Provost, Vice President  
361 South Central Avenue  
Oviedo, Florida 32765

**If to COUNTY:**

Lake County Manager  
315 W. Main Street  
P.O. Box 7800  
Tavares, Florida, 32778

***With a Copy to:***

Lake County Attorney  
315 W. Main Street, Suite 335  
P.O. Box 7800  
Tavares, Florida 32778

Each party may change its mailing address by giving to the other party, by hand delivery, United States registered or certified mail, notice of election to change such address.

**ARTICLE 8. SCOPE OF AGREEMENT**

**8.1** This Agreement is intended by the parties to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject of this Agreement, notwithstanding any representations, statements, or agreements to the contrary previously made. Any items not covered under this Agreement will need to be added via written addendum.

**8.2** This Agreement includes the following exhibits, all of which are incorporated in this Agreement:

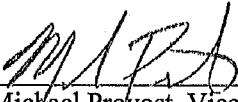
**Exhibit A (Composite) ..... Scope of Work, Submittal Form, Addendum, and Consultant's Proposed Solution (16 pages).**

**Exhibit B ..... Team Composition and Hourly Rate Schedule (1 page).**

**IN WITNESS WHEREOF**, the parties have made and executed this Agreement on the respective dates under each signature: the COUNTY through its Board of County Commissioners, signing by and through its Chairman; and by the CONSULTANT through its duly authorized representative.

**CONSULTANT**

OVATION CONSTRUCTION COMPANY, LLC


  
\_\_\_\_\_

Michael Provost, Vice President

This 15th day of October, 2024.

COUNTY

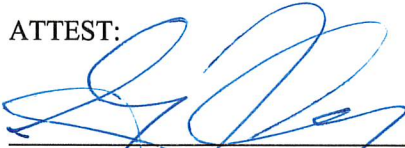
LAKE COUNTY, FLORIDA, through its  
BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_

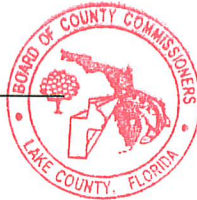
Kirby Smith, Chairman

This 22nd day of October, 2024.

ATTEST:



\_\_\_\_\_  
Gary Cooney, Clerk  
Board of County Commissioners  
of Lake County, Florida



Approved as to form and legality:

Melanie Marsh 10/22/24

\_\_\_\_\_  
Melanie Marsh  
County Attorney

**Exhibit A (Composite)**

**Scope of Work, Submittal Form, Addendum, and Consultant's Proposed Solution**

**EXHIBIT A – SCOPE OF SERVICES** **25-903**  
**FIRE STATION 109 – CONSTRUCTION PROJECT MANAGER**

**1. PROJECT MANAGER RESPONSIBILITIES**

Project Manager shall:

- 1.1. Assist the Lake County Office of Facilities Management, in coordination with KTH Architects (Architect) and Blackwater Construction Services, LLC (Contractor), with delivering Fire Station 109 (Project), located at 11630 Lakeshore Drive, Clermont Florida.
- 1.2. Assist and advise the County Project Manager on project costs, schedule, feasibility, value engineering, project management, cost tracking, and deliverables pertaining all phases of the Project.
- 1.1. Enforce and comply with Florida Statute 119.071, *General Exemptions From Inspection or Copying Public Records*, and any other state rules providing an exemption or designating documents as confidential in nature.
- 1.3. Be licensed/certified and fully competent in all aspects of construction project management.
- 1.4. Be fully competent in pre-construction services, including but not limited to:
  - 1.4.1. Assist County Project Manager in reviewing construction documents and drawings for accuracy.
  - 1.4.2. Evaluate Project logistics and provide recommendations.
  - 1.4.3. Attest to and document existing and pre-construction site conditions.
  - 1.4.4. Work collaboratively with Project stakeholders to develop and manage a site logistics plan.
  - 1.4.5. Participate in the development and review of the Project safety plan, provide constructability analysis, and value engineering recommendations.
  - 1.4.6. Assist in researching and responding to requests for information.
- 1.5. Be fully competent in construction implementation services, including, but not limited to:
  - 1.5.1. Assist in implementing the overall safety awareness plan.
  - 1.5.2. Serve as the County's on-site quality assurance representative.
  - 1.5.3. Review Project documents to gain in-depth knowledge of Project scope, drawings, and specifications.
  - 1.5.4. Document and communicate on-site conflicts of any magnitude to the County Project Manager.
  - 1.5.5. Review and manage Contractor, subcontractors, and suppliers to ensure compliance with contract drawings, schedules and specifications, applicable codes, and County standards.
  - 1.5.6. Review, monitor, and communicate Project schedule progress and deviations.
  - 1.5.7. Elevate issues to County Project Manager as appropriate.
  - 1.5.8. Monitor "third-party testing" activities and ensure proper coverage on-site, as required.
  - 1.5.9. Prepare daily reports of Contractor work activities, including summarizing daily accomplishments and comparing them against the project schedule.
  - 1.5.10. Track onsite personnel, equipment used, and progress.
  - 1.5.11. Engage project managers, designers, and engineers as needed to resolve engineering issues.

**EXHIBIT A – SCOPE OF SERVICES** **25-903**  
**FIRE STATION 109 – CONSTRUCTION PROJECT MANAGER**

- 1.5.12. Review pay applications, and project documentation for accuracy.
- 1.5.13. Resolve and document on site conflicts.
- 1.6. Be fully competent in construction closeout services, including, but not limited to:
  - 1.6.1. Perform quality acceptance walks and documents results.
  - 1.6.2. Represent the County during punch and acceptance walks.
  - 1.6.3. Participate in the Project reconciliation and close-out document review meetings.
  - 1.6.4. Assist in the directive settlement process.
  - 1.6.5. Assist in reviewing warranty books.
- 1.7. Furnish all tools and equipment to complete projects timely.
- 1.8. Understand funding requirements (if any) of projects and confirm requirements are met.

*[The remainder of this page intentionally left blank]*

**ATTACHMENT I – SUBMITTAL FORM**

25-903

The undersigned hereby declares that: Ovation Construction Company, LLC has examined and accepts the specifications, terms, and conditions presented in this Solicitation, satisfies all legal requirements to do business with County, and to furnish **FIRE STATION 109 CONSTRUCTION PROJECT MANAGER** for which Submittals were advertised to be received no later than 3:00 P.M. Eastern time on the date stated in the solicitation or as noted in an addenda. Furthermore, the undersigned is duly authorized to execute this document and any contracts or other transactions required by award of this Solicitation.

**1. TERM OF CONTRACT**

Contract will commence upon approval by the authorized authority. Contract remains in effect until completion of the expressed and implied warranty periods. County reserves the right to negotiate for additional services/items similar in nature not known at time of solicitation.

**2. INVOICING**

Contractor shall email [FacilitiesInvoices@LakeCountyFL.gov](mailto:FacilitiesInvoices@LakeCountyFL.gov) an accurate invoice within 30 calendar days after delivery. Invoices shall reference the: purchase/task order, delivery date, delivery location, and corresponding packing slip or delivery ticket signed by a County representative at the time of acceptance. Failure to submit invoices in the prescribed manner will delay payment.

Payments will be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. County will remit full payment on all undisputed invoices within 45 days from receipt by the appropriate County using department. County will pay interest not to exceed 1% per month on all undisputed invoices not paid within 30 days after the due date.

All pricing will be FOB Destination unless otherwise specified in this solicitation document. Pricing submitted will remain valid for a ninety (90) day period.

Upon completion and acceptance of the work required in conjunction with the assigned project, the vendor shall submit an invoice that reflects the total value of the project phase assigned.

**3. CERTIFICATION REGARDING LAKE COUNTY TERMS AND CONDITIONS**

I certify that I have reviewed the [General Terms and Conditions for Lake County Florida](#) and accept the Lake County General Terms and Conditions dated 5/6/21 as written including the Proprietary/Confidential Information section. YES

Failure to acknowledge may result in Submittal being deemed non-responsive.

**4. CERTIFICATION REGARDING FELONY CONVICTION**

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? NO

**5. CONFLICT OF INTEREST DISCLOSURE CERTIFICATION**

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this Submittal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud. Michael Provost

**ATTACHMENT 1 – SUBMITTAL FORM**

25-903

**6. CERTIFICATION REGARDING BACKGROUND CHECKS**

Under any County Contract that involves Contractor or subcontractor personnel working in proximity to minors, Vendor hereby confirms that any personnel so employed will have successfully completed an initial, and subsequent annual, Certified Background Check, completed by Contractor at no additional cost to County. Vendor will comply with Florida Statutes regarding background investigations. County retains the right to request and review any associated records with or without cause, and to require replacement of any Contractor employee found in violation of this requirement. Contractor shall indemnify County in full for any adverse act of any such personnel in this regard. Additional requirements may apply in this regard as included within any specific contract award. YES

**7. DISADVANTAGED BUSINESS ENTERPRISE PROGRAM**

County does not establish specific goals for minority set-asides however, participation by minority and non-minority qualified firms is strongly encouraged. If the firm is a minority firm or has obtained certification by the State of Florida, Office of Supplier Diversity, (OSD) (CMBE), please indicate the appropriate classification(s) Choose an item. not applicable and enter OSD Certification Number Click or tap here to enter text. and enter effective date Click or tap to enter a date, to date Click or tap to enter a date.

**8. ANTITRUST VIOLATOR VENDOR LISTS**

A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.

**9. FEDERAL FUNDING REQUIREMENT – N/A**

**10. LOCAL VENDOR PREFERENCE – N/A**

**11. GENERAL VENDOR INFORMATION**

Firm Name: Ovation Construction Company, LLC

Street Address: 361 S. Central Ave.

City: Oviedo State and ZIP Code: Florida, 32765

Mailing Address (if different): Click or tap here to enter text.

Telephone: 407-242-5429

Purchase Order email address: michael@ovationinc.net

Federal Identification Number / TIN: 56-2562354

**12. SUBMITTAL SIGNATURE**

I hereby certify the information indicated for this Submittal is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an authorized representative of this Vendor and/or empowered to execute this Submittal on behalf of the Vendor. I, individually and on behalf of the Vendor, acknowledge and agree to abide by all terms and conditions contained in this solicitation as well as any attachments, exhibits, or addenda.

Page 2 of 3



**ATTACHMENT 1 – SUBMITTAL FORM**

25-903

Name of Legal Representative Submitting this Proposal: *Michael Provost*

Date: 10/2/2024

Print Name: Michael Provost

Title: Vice President

Primary E-mail Address: michael@ovationinc.net

Secondary E-mail Address: windy@ovationinc.net

The individual signing this Submittal affirms that the facts stated herein are true and that the response to this Solicitation has been submitted on behalf of the aforementioned Vendor.

*[The remainder of this page is intentionally blank]*

ADDENDUM NO. 1

25-903



Office of Procurement Services

P.O. Box 7800 • 315 W. Main St., Suite 416 • Tavares, FL 32778

**SOLICITATION: Construction Project Manager for Fire Station 109**

09/30/2024

Vendors are responsible for the receipt and acknowledgement of all addenda to a solicitation. Confirm acknowledgement by submitting an electronically completed copy of this addendum with submittal. Failure to acknowledge each addendum may prevent the submittal from being considered for award.

THIS ADDENDUM DOES NOT CHANGES THE DATE FOR RECEIPT OF PROPOSALS

**QUESTIONS/RESPONSES**

1. Will the hourly rate be paid at time and a half for hours worked beyond 40 each week? If not what if any additional compensation will the awarded contractor receive for hours worked beyond 40 hours per week.

**Response: No. The County does not foresee these services going over 40 hours per week.**

2. Section 8.5 of the RFP (page 3) states that "Submittal must be organized into the following major sections. Create and upload a file for each section." Do you want a separate file for each section? Or do you want a single file with sections arranged in the order indicated?

**Response: A separate file for each section or a single file with sections arranged in the order indicated are both acceptable.**

3. Do you have a specific section you want that Attachment 5 – Affidavit, Human Trafficking placed in?

**Response: Please include that attachment in the Vendor Profile, as noted on page 3 of the RSQ Document, section 8.5.1.**

**ACKNOWLEDGMENT**

Firm Name: Ovation Construction Company

I hereby certify my electronic signature has the same legal effect as if made under oath; I am an authorized representative of the firm and/or empowered to execute this submittal on behalf of the firm.

Signature of Legal Representative Submitting this Bid: *Michael Provost*

Date: 10/2/2024

Print Name: Michael Provost

Title: Vice President

Primary E-mail Address: michael@ovationinc.net

Secondary E-mail Address: windy@ovationinc.net

Page 1 of 1



361 S. Central Ave.  
OVIEDO, FLORIDA 32762  
(407) 242-5429  
Fax: (866) 431-6032  
[michael@ovationinc.net](mailto:michael@ovationinc.net)

TO: Lake County Florida  
Bill Ponko, CPPO, CPPB, Senior Contracting Office

FROM: Michael Provost, Vice President; Ovation Construction Company

**DATE: 10/2/24**

PROJECT NAME:	Fire Station 109- Construction Project Manager
LOCATION:	Lake County Fire Station 109
DESCRIPTION:	Vendor Profile

**Statement of Interest and Understanding of the Project**

Dear Mr. Ponko,

We are pleased to submit this proposal for professional construction services for the above referenced project. It is our understanding that you wish to engage Construction Management Professionals to assist Lake County Office of Facilities Management in coordination with KTH Architects and Blackwater Construction Services, LLC with delivering Fire Station 109 located at 11630 Lakeshore Dr. Clermont Florida. Ovation Construction is proposing to oversee the project from mobilization to completion.

We offer the following team of professionals who will be working on your project and provide their expertise:

- Construction Team Member: Mr. Windy Pierre-Louis, Construction Manager, Ovation Construction

Additional resources are available upon request including but not limited to the following:

- Vice President- Michael Provost CGC1529549
- Project Manager II- Carson Tata CGC1535349

We understand the requirements of this contract to include the responsibilities listed in the Scope of Services Exhibit A for Project 25-903 provided in the bid documents.

With the above project scope of work in mind, we present the following qualifications:

**COMPANY PROFILE & HISTORY**

Ovation Construction was established in 2008 with the intention of providing general contracting services with exceptional customer service to Central Florida municipalities. Our core values are **Quality, Experience and Customer Service**. Ovation Construction has performed construction services for over 30 Central Florida municipalities since our inception. The following is a sample of Central Florida municipalities and institutions that Ovation Construction currently provides construction services for:

- ❖ Lake County Public Schools
- ❖ Orange County Government
- ❖ Orange County Convention Center
- ❖ Orange County Public Schools
- ❖ Seminole County Government
- ❖ Seminole County Public Schools
- ❖ Volusia County Government
- ❖ Brevard County Government
- ❖ City of Orlando
- ❖ City of Winter Park
- ❖ City of Apopka
- ❖ City of Oviedo
- ❖ University of Central Florida
- ❖ Valencia College
- ❖ Seminole State College
- ❖ Stetson University
- ❖ Rollins College
- ❖ Daytona State College
- ❖ Diocese of Orlando
- ❖ Orlando Utilities Commission (OUC)
- ❖ Greater Orlando Aviation Authority (GOAA)
- ❖ SpaceX

Ovation Construction is 100% owned by Bert Karpinski, President CGC050878 and day to day operations are led by Michael Provost, Vice President CGC1529549. Ovation Construction employs 30 professionals on a full time basis. Ovation is a full service construction company with capabilities and experience in several sectors including but not limited to higher education, municipal, retail, industrial and modular. Ovation's team of professionals are highly capable of delivering projects on time and on budget both as a General Contractor and Owners Representative. Ovation currently provides extensive Owner's Representative Services to the Diocese of Orlando for Diocesan wide construction project. As many as 11 Ovation Employees have direct Owners Representative experience.

**ATTACHMENT 3**

See our references on Attachment 3. Included with Attachment 3 is a letter of recommendation from Mr. Scott Ferguson, Director of Construction for the Diocese of Orlando. See pictures associated with the references on Attachment 3.

Queen of Angels Cemetery Phase 1 (Diocese of Orlando)

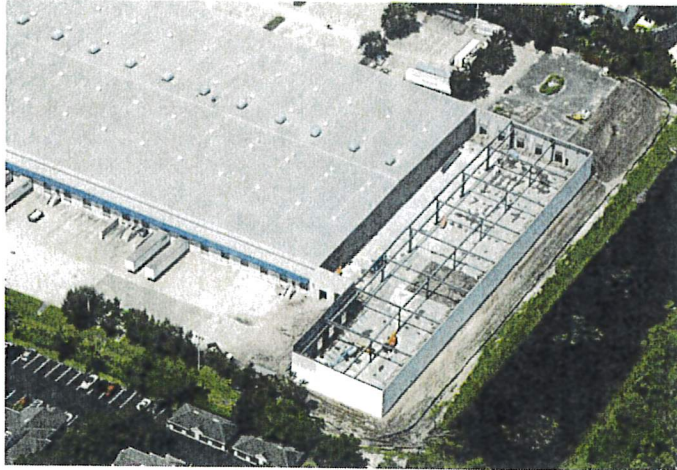


Emmaus Priest Housing Development (Diocese of Orlando)

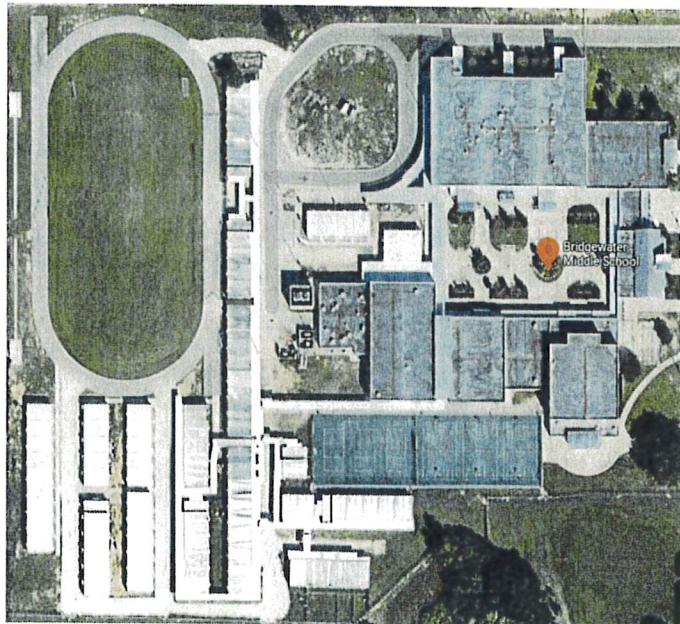




FSF Manufacturing Expansion



OCPs Multi-Site Portable Classroom Removal/Site Restoration



Lake County Public Schools Portable Classroom Installation



**ATTACHMENT 4**

See our Affidavit, Contracting with Foreign Countries of Concern, in Attachment 4.

**PROGRAM MANAGER**

Windy Pierre-Louis  
361 S. Central Ave.  
Oviedo, FL 32765  
321-697-6564  
[windy@ovationinc.net](mailto:windy@ovationinc.net)

See attached resumes for Michael Provost and Windy Pierre-Louis.

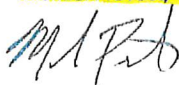
**COMPLETED SUBCONTRACTOR/TEAM COMPOSITION FORM**

See attached completed attachment 2-Team Composition Form

\*note Ovation is proposing to fulfill the needs of Lake County with our own team members and do not plan to subcontract out any labor!

Sincerely,

**Michael Provost, Vice President**





## *State of Florida Department of State*

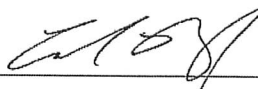
I certify from the records of this office that OVATION CONSTRUCTION COMPANY, LLC is a limited liability company organized under the laws of the State of Florida, filed on July 10, 2023, effective February 21, 2006.

The document number of this limited liability company is L23000322715.

I further certify that said limited liability company has paid all fees due this office through December 31, 2024 and that its status is active.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Fourth day of August, 2024*



  
*Secretary of State*

Tracking Number: 3473059989CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



# MICHAEL PROVOST

## VICE PRESIDENT

### ROLE DESCRIPTION

Mr. Provost oversees all of Ovation Construction' operations and projects. Mr. Provost is directly involved in staffing every project with construction managers who deliver projects on time and on budget. Mr. Provost is skilled at managing multiple projects concurrently, managing multi-discipline coordination, giving project presentations to multiple end users, and handling contract administration support for contractors. Mr. Provost has been involved with Renovations to existing Educational Facilities, New Building Construction, Design/Build Services, Multi-Year Continuing Service Contracting, Emergency Repairs and Routine Maintenance, etc.

### MUNICIPAL CONSTRUCTION EXPERIENCE

University of Central Florida (2015-present)  
City of Orlando JOC (2015-present)  
Orange County Public Schools (2015-present)  
Seminole State College (2015-present)  
City of Winter Park (2016-present)  
Valencia College (2015-present)  
Volusia County (2018-present)  
Brevard County (2020-present)  
Seminole County (2021-present)  
Orlando Utilities Commission (2021-present)  
Greater Orlando Aviation Authority (2021-present)  
Lake Count Public Schools (2023-present)  
Orange County (2023-present)

### LICENSE

CLASS A GENERAL CONTRACTOR CGC1529549

### EDUCATION

BACHELORS DEGREE IN FINANCE, 2007  
University of Southern Indiana

**CONTACT**

@ michael@ovationinc.net

407-242-5429

361 S. Central Ave,  
Oviedo FL 32765

---

**POSITIONS HELD**

**VP OF OPERATIONS**  
2021 – Present

**SENIOR PM**  
2016 – 2021

Years with Ovation: 9

Years of Experience: 15





# WINDY PIERRE-LOUIS

## CONSTRUCTION MANAGER

### ROLE DESCRIPTION

Windy Pierre-Louis is an experienced construction manager with experience ranging from a \$54,000,000 elementary school to new construction of professional offices on the 13<sup>th</sup> floor of a high-rise building. Mr. Pierre-Louis is well versed in every phase of new construction projects with an emphasis on safety. Mr. Pierre Louis excels at understanding work sequences, troubleshooting problems, project documentation, plans and specification analysis and implementation, leading large and small crews, managing and delivering projects on time and on budget.

### EXPERIENCE

- Sunbridge Elementary (\$54,000,000)
- Boykin Pink Shell Properties Restoration (\$5,000,000)
- Osceola County Freezer Installation (\$1,500,000)
- Gilbane High Rise Office Renovation (\$700,000)
- Grand Ave Neighborhood Center (\$34,000,000)

### LICENSE/CERTIFICATIONS

OSHA Regulatory Compliance Certified  
OSHA 30  
Equipment Maintenance Certified  
H2S Certification with ASNI Z390.1-2 Certified

### Education

BACHELORS DEGREE IN CONSTRUCTION MANAGEMENT, 2024  
Seminole State College

ASSOCIATES DEGREE IN CONSTRUCTION MANAGEMENT, 2019  
Seminole State College

**CONTACT**

[Cwindy@ovationinc.net](mailto:Cwindy@ovationinc.net)

☎ 321-697-6564

📍 361 S. Central Ave, Oviedo FL 32765

---

**POSITIONS HELD**

**CONSTRUCTION MANAGER**  
2024 – Present

**SUPERINTENDENT**  
2022-2024

---

Years with Ovation: 1

Years of Experience: 10



361 S. Central Ave.  
OVIDO, FLORIDA 32762  
(407) 242-5429  
Fax: (866) 431-6032  
[michael@ovationinc.net](mailto:michael@ovationinc.net)

**PROPOSED SOLUTION**

Ovation Construction proposes Windy Pierre-Louis to be onsite for 40 hours a week monitoring, documenting and communicating daily progress. In addition to constant communication Mr. Pierre-Louis will submit daily progress logs documenting what scopes of work were completed each day and detailing any delays in real time to keep Lake County Facilities aware of the status of the project. Mr. Pierre-Louis will be reviewing the master schedule as well as the 2 week look ahead schedule with Blackwater Construction Services foreman. Mr. Pierre-Louis will be reviewing both ongoing and upcoming work sequences and ensuring the plans and specifications are being followed. Working as the conduit between Lake County Facilities and Blackwater Construction Services Mr. Pierre-Louis will ensure issues will be communicated in a timely manner and documented properly. Mr. Pierre-Louis will ensure the required testing and inspections have been passed and that proper documentation occurs to allow for the project to be closed out in a timely manner.

See the picture below for our Project Daily Log that will be submitted to Lake County Facilities at the end of every workday.



**PROJECT DAILY LOG**

DATE: \_\_\_\_\_  
PROJECT NAME: \_\_\_\_\_  
START TIME: \_\_\_\_\_ END TIME: \_\_\_\_\_  
SUBCONTRACTORS ON SITE:  
1. \_\_\_\_\_  
2. \_\_\_\_\_  
3. \_\_\_\_\_  
4. \_\_\_\_\_  
SPECIFIC WORK PERFORMED COMPLETED  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
NOTES:  
\_\_\_\_\_  
\_\_\_\_\_

**FINANCIAL STABILITY**

Ovation Construction has bonding capacity for \$10,000,000 individual projects and \$20,000,000 in aggregate. Ovation has audited financial records available upon request.

**LITIGATION**

Ovation Construction has never been involved in litigation with a client. Ovation Construction has never failed to complete a contracted project.

**OTHER INFORMATION**

Feel free to visit our website at [www.ovationconstruction.com](http://www.ovationconstruction.com) to get a feel for our experience and see our team of professionals available to Lake County Facilities.

