

**YANKEE LAKE WATER RECLAMATION FACILITY
RENEWAL AND REPLACEMENT - PHASE II
(CC-6306-23/TAD)**

THIS AGREEMENT is dated as of the ____ day of _____ 200____, by and between OVATION CONSTRUCTION COMPANY, LLC, duly authorized to conduct business in the State of Florida, whose address is 361 S. Central Avenue, Oviedo, Florida 32765, in this Agreement referred to as “CONTRACTOR”, and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, in this Agreement referred to as “COUNTY”.

COUNTY and CONTRACTOR, in consideration of the mutual covenants set forth in this Agreement, agree as follows:

Section 1. Work. CONTRACTOR shall complete all work as specified or indicated in the Contract Documents, including the Scope of Services, attached to this Agreement as Exhibit A, and the solicitation package, all addenda to this package, and CONTRACTOR’s submission in response to this solicitation. The work is generally described as the Yankee Lake Water Reclamation Facility Renewal and Replacement – Phase II Project.

Section 2. Engineer.

(a) The Engineer of Record (“ENGINEER”) as named in the Contract Documents is Jacobs Engineering Group, Inc., whose address is 200 S. Orange Avenue, Suite 900, Orlando, Florida 32801.

Section 3. Contract Time.

(a) All provisions regarding contract time are essential to the performance of this Agreement.

(b) The work must be substantially completed as described in subsection 14.13 of the General Conditions within three hundred forty (340) calendar days after the date when the contract time begins to run as provided in subsection 2.2 of the General Conditions. The work must be finally completed and ready for final payment in accordance with subsection 14.9 of the General Conditions within twenty (20) calendar days after the actual date of substantial completion.

(c) The parties acknowledge that the contract time provided in this Section includes consideration of adverse weather conditions common to Central Florida, including the possibility of hurricanes and tropical storms.

(d) The contract time provided for in this Section includes thirty (30) days allocated specifically to CONTRACTOR's responsibility for utility coordination or relocation of utilities at or adjacent to the Project site. CONTRACTOR shall depict this thirty (30) days as float time not impacting controlling work items on CONTRACTOR's critical path scheduling. No contract time extensions will be considered related to utility coordination matters, including, but not limited to utility relocations and conflicts, unless the utility related time impacts exceed thirty (30) days impact on controlling items of work in accordance with the Project schedule.

(e) In the event that the work requires phased construction, then multiple points of substantial completion may be established in the Supplementary Conditions.

Section 4. Contract Price.

(a) COUNTY shall pay CONTRACTOR for performance of the work in accordance with the Contract Documents on the basis of the total bid (original contract price). CONTRACTOR's total compensation is TWO MILLION NINE HUNDRED NINE THOUSAND TWO HUNDRED NINETY-ONE AND 89/100 DOLLARS (\$2,909,291.89), subject only to increases or decreases made in strict conformance with the Contract Documents.

(b) CONTRACTOR shall accept the contract price as full compensation: for performance of all work and providing all materials embraced in the Contract Documents; for all loss or damage arising out of performance of the work and from the action of the elements, or from any unforeseen or unknown difficulties or obstructions which may arise or be encountered in the prosecution of the work until the final acceptance; and for all risks of every description connected with the work.

(c) CONTRACTOR acknowledges that CONTRACTOR has studied, considered, and included in its total bid (original contract price) all costs of any nature relating to: (1) performance of the work under Central Florida weather conditions; (2) applicable law, licensing, and permitting requirements; (3) the Project site conditions, including, but not limited to subsurface site conditions; and (4) the terms and conditions of the Contract Documents, including, but not limited to the indemnification and no damage for delay provisions of the Contract Documents.

(d) CONTRACTOR acknowledges that performance of the work will involve significant work adjacent to, above, and in close proximity to underground facilities, including utilities which will require the support of active utilities as well as the scheduling and sequencing of utility installations and relocations (temporary and permanent) by CONTRACTOR.

(1) In addition to the acknowledgments previously made, CONTRACTOR acknowledges that its total bid (original contract price) specifically considered and relied upon CONTRACTOR's own study of underground facilities, utilities in their present, relocated (temporary and permanent), and proposed locations, and conflicts relating to utilities and underground facilities.

(2) CONTRACTOR acknowledges that its total bid (original contract price) considered and included all of its costs relating to the responsibilities to coordinate and sequence

the work of CONTRACTOR with the work of COUNTY, the work of other utility contractors, and the work of others at the Project site.

Section 5. Payment Procedures.

(a) Application for Payment. CONTRACTOR shall submit Applications for Payment in accordance with Section 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided for in the General Conditions.

(b) Progress Payments. COUNTY shall make progress payments on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER and in accordance with Section 14 of the General Conditions.

(c) Final Payment. Upon Final Completion and acceptance of the work in accordance with subsection 14.9.1 of the General Conditions, COUNTY shall pay the remainder of the contract price as provided in that subsection.



Section 6. Additional Retainage for Failure to Maintain Progress on the Work.

(a) Retainage under the Contract Documents is held as collateral security to secure completion of the work.

(b) In the event that CONTRACTOR fails to physically mobilize to the work site as required by Section 6.19 of the General Conditions, COUNTY may withhold additional retainage to secure completion of the work in an amount equal to the product of the number of days after the 31st day following the date of commencement of contract time and the liquidated damage amount for substantial completion set forth in Section 9 of this Agreement. The additional retainage will be withheld from the initial and each subsequent progress payment. The additional retainage held under this subsection will be released to CONTRACTOR in the next progress payment following ENGINEER's approval of a supplementary progress schedule demonstrating that the requisite progress will be regained and maintained as required by Section 6.19.2 of the General Conditions.

(c) If CONTRACTOR is behind schedule and it is anticipated by COUNTY that the work will not be completed within the contract time, COUNTY may withhold additional retainage in anticipation of liquidated damages equal to the product of the number of days after the scheduled contract time (substantial completion or final completion) and the amount of liquidated damages set forth in Section 9 of this Agreement. The additional retainage under this subsection may, at COUNTY's discretion, be withheld from subsequent progress payments. Any additional retainage held under this subsection will be released to CONTRACTOR in the next progress payment following ENGINEER's approval of a supplemental progress schedule demonstrating that the requisite progress will be regained and maintained as required by Section 6.19.2 of the General Conditions.

Section 7. CONTRACTOR's Representations. In order to induce COUNTY to enter into this Agreement, CONTRACTOR makes the following representations:

(a) CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, work, locality, weather, utility locations, all local conditions, Chapter 220, Part 1, Purchasing Code, Seminole County Code, and Federal, State, and local laws, ordinances, rules, policies, and regulations that in any manner may affect cost, progress, or performance of the work.

(b) CONTRACTOR has studied carefully and considered in its bid all reports of investigations and tests of subsurface and physical conditions of the site affecting cost, progress, scheduling, or performance of the work.

(c) CONTRACTOR has studied carefully and considered in its bid the Plans and Specifications, performed necessary observations and examinations, and studied the physical conditions at the site related to underground facilities, utility installations, conflicts, relocations (temporary and permanent), and all other underground facilities and utility related conditions of the work and site that may affect cost, progress, scheduling, or any aspect of performance of the

work, and that its bid reflects all such conditions. CONTRACTOR, by submitting its bid and executing this Agreement, acknowledges the constructability of the work under the Plans and Specifications. CONTRACTOR, by its study, excludes and releases COUNTY from any implied warranties, including, but not limited to the Spearin Doctrine, and acknowledges that the Plans and Specifications are adequate to perform the work.

(d) CONTRACTOR has made or caused to be made examinations, investigations, tests, and studies as it deems necessary for the performance of the work at the contract price, within the contract time, and in accordance with the other terms and conditions of the Contract Documents. CONTRACTOR does not and will not require any additional examinations, investigations, tests, reports, or similar data for such purposes.

(e) CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.

(f) CONTRACTOR has provided COUNTY written notice of all conflicts, errors, or discrepancies that CONTRACTOR has discovered in the Contract Documents. CONTRACTOR hereby accepts COUNTY's written resolution of all such conflicts, errors, or discrepancies.

(g) CONTRACTOR declares and agrees that the approval or acceptance of any part of the work or material by COUNTY, ENGINEER, or any agent relating to compliance with the Contract Documents will not operate as a waiver by COUNTY of strict compliance with the terms and conditions of the Contract Documents.

(h) CONTRACTOR's resident Superintendent at the work site will be **Joe Smullin**. CONTRACTOR shall use only this person as Superintendent, unless otherwise approved by COUNTY's Project Manager after following the procedure indicated in the General Conditions.

(i) CONTRACTOR has studied carefully and considered all permit requirements related to performance of the work. CONTRACTOR declares and agrees that all costs related to

performing the work in compliance with the requirements of all permits at the contract price are included in the contract price. CONTRACTOR agrees that it will be solely responsible for payment of all fines and penalties of any nature assessed to CONTRACTOR, COUNTY, or both, by any governmental entity, district, or authority, or other jurisdictional entity relating to all permits required for performance of the work.

(j) CONTRACTOR acknowledges that the performance of the work under the Contract Documents fulfills a COUNTY, CONTRACTOR, and public purpose. To that end, CONTRACTOR shall respond to citizen complaints related to alleged damage caused by CONTRACTOR's performance of the work within ten (10) days of receipt of the complaint from any citizen, ENGINEER, or COUNTY. CONTRACTOR shall respond separately to each complaint. When a complaint is brought to CONTRACTOR by a citizen, CONTRACTOR shall report the citizen, the street address, and a summary of the complaint and any action taken in response. Responses and action taken by CONTRACTOR must specifically identify the problem and specific actions taken. Generic statements such as "addressed the problem" are unacceptable. If CONTRACTOR fails to respond within ten (10) days, COUNTY may take corrective action and deduct the actual costs of corrective action from subsequent progress payments or the retainage.

(k) CONTRACTOR acknowledges that COUNTY-owned property obtained for performance of the work within the project limits includes temporary construction easements. In the event that CONTRACTOR fails to perform the work within the contract time, then CONTRACTOR shall be solely responsible for payment of all costs for additional or extended temporary construction easements. CONTRACTOR authorizes COUNTY to deduct the actual costs of additional or extended temporary construction easements from subsequent progress payments or the retainage.

Section 8. Contract Documents.

(a) The Contract Documents, which constitute the entire agreement between COUNTY and CONTRACTOR, are made a part of this Agreement and are to be treated and interpreted as a unified whole to the maximum extent possible. The initial Contract Documents consist of the following items, listed in order of precedence below to the extent there may be any conflicts between them:

- (1) This Agreement and its Exhibits.
- (2) Any Addenda to COUNTY's Solicitation Package.
- (3) COUNTY's Solicitation Package, including the General Conditions.
- (4) Drawings and Plans.
- (5) Technical Specifications.

(b) As the Project progresses, additional Contract Documents may become part of the Agreement between COUNTY and CONTRACTOR and will consist of the following:

(1) Modifications through Change Orders as provided in the General Conditions or an Amendment to the Agreement, which will supersede the provisions in the Contract Documents affected by the Change Order or Amendment.

- (2) Performance Bond.
- (3) Payment Bond.
- (4) Contractor's Certificate of Insurance and Insurance Policies.
- (5) Notice to Proceed.
- (6) Certificate of Substantial Completion.
- (7) Contractor's Waiver of Lien (Partial).
- (8) Contractor's Waiver of Lien (Final and Complete).
- (9) Subcontractor/Supplier's Waiver of Lien (Final and Complete).

- (10) Certificate of Final Completion.
- (11) Contractor's Release.
- (12) Consent of Surety to Final Payment.
- (13) Material and Workmanship Bond.

(c) There are no Contract Documents other than those listed above in this Section. The Contract Documents may only be modified or amended by a change order as provided in the General Conditions or by an Amendment to this Agreement.

Section 9. Liquidated Damages.

(a) COUNTY and CONTRACTOR recognize that time is essential to the performance of this Agreement, and CONTRACTOR recognizes that COUNTY will suffer financial loss if the work is not substantially completed as described in subsection 14.13 of the General Conditions within the time specified below, plus any extensions of time allowed in accordance with Section 12 of the General Conditions. If the work is not completed on time, the parties also recognize the delays, expense, and difficulties involved in proving in a legal or alternative dispute resolution proceeding the damages resulting from the delay in COUNTY's ability to use the completed Work. Accordingly, CONTRACTOR and CONTRACTOR's Surety agree to pay COUNTY as liquidated damages the amount of Two Hundred Fifty and No/100 Dollars (\$250.00) per day for each day CONTRACTOR exceeds the contract time for substantial completion until the work is Substantially Complete. It is agreed that if the work is not completed by the final completion date in accordance with the Contract Documents, CONTRACTOR shall pay COUNTY as liquidated damages for delay one quarter (1/4) of the rate set forth above. The parties acknowledge and agree that the liquidated amounts described in this Section are not a penalty, but instead a reasonable measure of damages based upon the parties' experience in the relevant industry and given the nature of the losses to COUNTY that may result from delay in Substantial or Final Completion.

(b) CONTRACTOR shall pay or reimburse, in addition to the liquidated damages specified in this Agreement, COUNTY's actual damages which may include, but are not limited to, expenses for engineering fees and inspection costs arising from CONTRACTOR's failure in meeting either or both the substantial completion and final completion dates.

(c) The liquidated damages provided in this Section will apply regardless of whether CONTRACTOR is terminated, is in default, or has abandoned the work.

Section 10. Definitions, Assignment, and Binding Effect.

(a) Terms used in this Agreement that are defined in Section 1 of the General Conditions have the meanings indicated in the General Conditions.

(b) No assignments by a party of any rights under or interests in the Contract Documents will be binding on any other party without the written consent of the party sought to be bound and any such assignment without such written consent will be void and of no effect. Specifically, but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law). Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

(c) COUNTY and CONTRACTOR each binds itself and its partners, successors, assigns, and legal representatives to the other party, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

Section 11. CONTRACTOR's Specific Consideration. In consideration of CONTRACTOR's indemnity agreements as set out in the Contract Documents, COUNTY specifically agrees to pay CONTRACTOR the sum of Two Hundred Fifty and No/100 Dollars

(\$250.00). CONTRACTOR acknowledges receipt of the specific consideration for CONTRACTOR's indemnification of COUNTY and that the specific consideration is included in the original contract price allocated by CONTRACTOR among all pay items, receipt of which is hereby acknowledged.

Section 12. Patents and Royalties. Unless otherwise provided, CONTRACTOR is solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of this Agreement. CONTRACTOR, without exception, shall indemnify and save harmless COUNTY and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by CONTRACTOR. In the event of any claim against COUNTY of copyright or patent infringement, COUNTY shall promptly provide written notification to CONTRACTOR. If such a claim is made, CONTRACTOR shall use its best efforts to promptly purchase for COUNTY the legitimate version of any infringing products or services or procure a license from the patent or copyright holder at no cost to COUNTY that will allow continued use of the service or product. If none of these alternatives are reasonably available, COUNTY shall return the article on request to CONTRACTOR and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

Section 13. Notices. Whenever either party desires to give notice to the other including, but not limited to contract claims, it must be given by written notice, hand delivered, signed and dated for receipt, or be sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice will remain such until it has been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice:

For COUNTY:

Seminole County Utilities Engineering Division
500 W. Lake Mary Boulevard
Sanford, FL 32773

With a copy to:

Seminole County Purchasing & Contracts Division
1301 E. Second Street
Sanford, FL 32771

Copy to ENGINEER:

Jacobs Engineering Group, Inc.
200 S. Orange Avenue, Suite 900
Orlando, FL 32801

For CONTRACTOR:

Ovation Construction Company, LLC
361 S. Central Ave.
Oviedo, FL 32765



Section 14. Conflict of Interest.

(a) CONTRACTOR shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or which would violate or cause others to violate the provisions of Chapter 112, Part III, Florida Statutes, relating to ethics in government.

(b) CONTRACTOR certifies that no officer, agent, or employee of COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%), either directly or indirectly in the business of CONTRACTOR to be conducted under this Agreement and that no such person will have any such interest at any time during the term of this Agreement.

Section 15. Material Breaches of Agreement.

(a) The parties recognize that breaches of the Contract Documents may occur and that remedies for those breaches may be pursued under the Contract Documents. The parties further

recognize that the safety of the traveling public is of paramount concern. Therefore, the parties agree that any breach of the Contract Documents related to life safety, including, but not limited to the maintenance of traffic requirements of the Contract Documents will be considered a material breach of the Contract Documents.

(b) Upon a material breach of the Contract Documents related to life safety as determined by COUNTY, COUNTY will issue a Stop Work Order suspending the work or any specific portion of the work until the conditions are corrected. If the life safety conditions giving rise to the Stop Work Order are not corrected within a reasonable time, as determined by COUNTY, then the material breach will entitle COUNTY to terminate this Agreement. The recognition of breaches of the provisions of the Contract Documents related to life safety as material breaches will not be construed as a limitation on other remedies for breaches or material breaches of the Contract Documents.



Section 16. Indemnification of COUNTY. CONTRACTOR shall indemnify and hold harmless COUNTY, its commissioners, officers, and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of CONTRACTOR and persons employed or utilized by CONTRACTOR in the performance of this Agreement.

Section 17. Public Records Law.

(a) CONTRACTOR acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and this statute controls over the terms of this Agreement. Upon COUNTY's request, CONTRACTOR shall provide COUNTY with all

requested public records in CONTRACTOR's possession or shall allow COUNTY to inspect or copy the requested records within a reasonable time and at a cost that does not exceed costs as provided under Chapter 119, Florida Statutes.

(b) CONTRACTOR specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records and shall perform the following:

(1) CONTRACTOR shall keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services or provide the materials required under this Agreement.

(2) CONTRACTOR shall provide COUNTY with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(3) CONTRACTOR shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law.

(c) Upon termination of this Agreement, CONTRACTOR shall transfer, at no cost to COUNTY, all public records in possession of CONTRACTOR, or keep and maintain public records required by COUNTY under this Agreement. If CONTRACTOR transfers all public records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains the public records upon completion of this Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

(d) Failure to comply with this Section will be deemed a material breach of this Agreement for which COUNTY may terminate this Agreement immediately upon written notice to CONTRACTOR. CONTRACTOR may also be subject to statutory penalties as set forth in Section 119.10, Florida Statutes.

(e) **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE SEMINOLE COUNTY PURCHASING AND CONTRACTS MANAGER, AT 407-665-7116, PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.**

Section 18. Dispute Resolution.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties shall exhaust COUNTY administrative dispute resolution procedures prior to filing a lawsuit or otherwise pursuing legal remedies. COUNTY administrative dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. COUNTY administrative dispute resolution procedures for contract claims related to this Agreement, other than for proper invoice and payment disputes, are set forth in Section 3.5541, "Contract Claims," Seminole County Administrative Code.

(b) In any lawsuit or legal proceeding arising under this Agreement, CONTRACTOR hereby waives any claim or defense based on facts or evidentiary materials that were not presented for consideration in COUNTY administrative dispute resolution procedures set forth in subsection (a) above of which CONTRACTOR had knowledge and failed to present during COUNTY administrative dispute resolution procedures.

(c) In the event that COUNTY administrative dispute resolution procedures are exhausted, and a lawsuit or legal proceeding is filed, the parties shall exercise best efforts to resolve disputes through voluntary mediation and to select a mutually acceptable mediator. The parties participating in the voluntary mediation shall share the costs of mediation equally.

Section 19. All Prior Agreements Superseded. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained in this Agreement and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms of this Agreement may be predicated upon any prior representations or agreements, whether oral or written.

Section 20. Modifications, Amendments, or Alterations. No modification, amendment, or alteration in the terms or conditions contained in this Agreement will be effective unless contained in a written amendment executed with the same formality and of equal dignity with this Agreement.

Section 21. Independent Contractor. Nothing in this Agreement is intended or may be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting CONTRACTOR (including its officers, employees, and agents) as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever.

CONTRACTOR is and will remain forever an independent contractor with respect to all services performed under this Agreement.

Section 22. Employee Status. Persons employed by CONTRACTOR in the performance of services and functions pursuant to this Agreement will have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees either by operation of law or by COUNTY.

Section 23. Services Not Provided For. No claim for services provided by CONTRACTOR not specifically provided for in this Agreement will be honored by COUNTY.

Section 24. Rights At Law Retained. The rights and remedies of COUNTY provided under this Agreement are in addition to any other rights and remedies provided by law.

Section 25. Governing Law, Jurisdiction, and Venue. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be in the courts of Seminole County, Florida.

Section 26. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, CONTRACTOR must abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and subsequently adopted. Any violation of such statutes, ordinances, rules, or regulations will constitute a material breach of this Agreement and will entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONTRACTOR.

Section 27. Headings and Captions. All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret or construe any provision of this Agreement.

Section 28. Additional Requirements. CONTRACTOR shall comply with the Bid Form attached to this Agreement as Exhibit B, the Trench Safety Act document attached to this Agreement as Exhibit C, and the Americans with Disabilities Act Affidavit attached to this Agreement as Exhibit D. CONTRACTOR shall use the Construction Forms attached to this Agreement as Exhibit E during the course of this Agreement as appropriate.

Section 29. E-Verify System Registration.

(a) CONTRACTOR must register with and use the E-Verify system to verify the work authorization status of all new employees prior to entering into this Agreement with COUNTY. If COUNTY provides written approval to CONTRACTOR for engaging with or contracting for the services of any subcontractors under this Agreement, CONTRACTOR must require certification from the subcontractor that at the time of certification, the subcontractor does not employ, contract, or subcontract with an unauthorized alien. CONTRACTOR must maintain a copy of the foregoing certification from the subcontractor for the duration of the agreement with the subcontractor.

(b) If COUNTY has a good faith belief that CONTRACTOR has knowingly violated this Section, COUNTY shall terminate this Agreement. If COUNTY terminates this Agreement with CONTRACTOR, CONTRACTOR may not be awarded a public contract for at least one (1) year after the date on which this Agreement is terminated. If COUNTY has a good faith belief that a subcontractor knowingly violated this Section, but CONTRACTOR otherwise complied with this Section, COUNTY must promptly notify CONTRACTOR and order CONTRACTOR to immediately terminate its agreement with the subcontractor.

(c) CONTRACTOR shall execute and return the Affidavit of E-Verify Requirements Compliance, attached to this Agreement as Exhibit F, to COUNTY.

IN WITNESS WHEREOF, the parties have executed this Agreement. All portions of the Contract Documents have been signed or identified by COUNTY and CONTRACTOR or by ENGINEER on their behalf.

ATTEST:

OVATION CONSTRUCTION COMPANY, LLC

Witness

By:_____
BERTIN KARPINSKI, President

Print Name

Date:_____

Witness

Print Name



[The balance of this page is left intentionally blank.]

SEMINOLE COUNTY, FLORIDA

Witness

Print Name

Witness

Print Name

For the use and reliance of
Seminole County only.

Approved as to form and
legal sufficiency.

County Attorney

RM/dbd

2/13/24



Attachments:

Exhibit A – Scope of Services

Exhibit B – Bid Form

Exhibit C – Trench Safety Act

Exhibit D – Americans with Disabilities Act Affidavit

Exhibit E – Construction Forms

Exhibit F – Affidavit of E-Verification Requirements Compliance

By: _____

ROBERT BRADLEY,
Procurement Administrator

Date: _____

As authorized for execution by the Board of
County Commissioners at its _____,
202____, regular meeting.

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**YANKEE LAKE WRF – FACILITY
RENEWAL AND REPLACEMENT**

**SUMMARY OF
SCOPE OF WORK
REV 01
09/19/2023**

WORK COVERED BY CONTRACT DOCUMENTS

- A. This scope of work is to provide Construction services for renewal and replacement (R&R) of facilities at the Yankee Lake Water Reclamation Facility (WRF). The work is needed to replace equipment that is near the end of its service life.
1. Work included in this Contract:
 - a. Flow Equalization:
 - 1) New Redundant Equalization (EQ) Effluent Meter – Install new parallel meter and bypass piping west of existing above-grade meter.
 - 2) Tank Solids Removal – Clean tank and dispose all material when EQ tank is bypassed.
 - b. Headworks:
 - 1) Replace grit classifier (1) and cyclones (2) system, and grit pumps (2). Install new LED lights in the pump room. Relocate control panel outside the pump room on the exterior wall.
 - c. Belt Filter Press Feed And Sludge Return Pump Station:
 - 1) Replace belt filter press feed pumps (3). Replace above grade piping and valves.
 - 2) Replace sludge return pumps (2). Replace above grade piping and valves.
 - d. Sludge Dewatering Building:
 - 1) Replace pneumatically actuated cake sludge valves (5) and piping on sludge truck load pipes. Add SCADA control to cake sludge valves.
 - 2) Replace sludge truck loading area driveway grating.
 - e. Biological Treatment Basins:
 - 1) Replace electric air feed control valve actuators (12).
 - f. Filters:
 - 1) Replace electric valve actuators (11) and electric slide gate actuators (2).
 - g. Non-Potable Water (NPW) Pumping:
 - 1) Install new vertical turbine pumps (2) at the existing effluent transfer and NPW pump station downstream of the chlorine contact basins to provide continuous non-potable water supply for plant use.

YANKEE LAKE WRF – FACILITY
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- h. Miscellaneous:
 - 1) Selected piping, valves, and miscellaneous items to be repainted.
 - 2) Replace insect screens on domes of ground storage tanks.
- 2. Equalization Tank Inspections: The Contractor shall retain services of the original tank manufacturer, CROM, LLC, (“CROM”) to provide inspection services on the existing 1.7-MG open-top prestressed concrete Equalization Tank. (Refer to the Drawings for Contractor’s responsibilities for this task.) CROM shall perform the following:
 - a. Review of tank design, drawings, and existing conditions as required to provide an evaluation on the current condition and integrity of the above wire-wound prestressed concrete tanks.
 - b. Perform on-site visual inspection and evaluation of the interior and exterior of the equalization tank including:
 - c. Foundation and wall exterior:
 - 1) Wall foundation or footing, if exposed (dips, damp spots, bearing and/or joint filler pads, if present, and gap between wall and subgrade or wall and footing).
 - 2) Check for cracks.
 - 3) Check architectural finish coating (paint).
 - 4) Manhole (cover, frame, bolts, and gasket).
 - 5) Pipe sleeves, if present (frame and seal by modular, mechanical type, interlocking, synthetic rubber "link" units).
 - 6) Ladder (risers, rungs, wall brackets, all connections including welds, fasteners, and safety rail).
 - 7) Liquid level indicator, if present (fiberglass board, target, wall brackets, connections, fasteners, cables, float, pulleys, and mechanism).
 - d. Wall interior:
 - 1) Check for cracks.
 - 2) Ladder (risers, rungs, wall and base brackets, braces, connections, fasteners, and safety rail).
 - 3) Baffle walls/curtains, if present.
 - e. Floor interior:
 - 1) Check for cracks (note size and length).
 - 2) Pipes (encasements, coatings, support brackets, and bolts).
 - 3) Waterstop, if applicable. (Irregularities, holes, encasement).
 - 4) Gap between wall and waterstop, if applicable.
 - f. Prepare an electronic comprehensive report signed and sealed by a professional engineer including a photographic record of the inspection.

PROPOSAL DOCUMENT REPORT

CC No. CC-5306-23/TAD

Yankee Lake Water Reclamation Facility Renewal and Replacement Phase II

Under penalties of perjury, I declare that I have read the foregoing **Drug-Free Workplace Form** and that the facts stated in it are true to the best of my knowledge and belief.

Confirmed

PRICE TABLES

CC-5306-23/TAD BID FORM

The Bidder hereby indicates the following total prices which represent all materials, labor, equipment, transportation, performance of all operations relative to construction of the project, overhead, all project related costs and profits required to complete all project items in accordance with the contract documents. Any additional materials and labor that will be required for project completion that is not included in the Bid Schedule Item List shall be considered incidental to the Contract and therefore no additional compensation will be allowed.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1.0 General Requirements					
1.1	Mobilization/Demobilization	1	LS	\$193,492.00	\$193,492.00
1.2	General Conditions (Bonds, Warranties, Insurance, and Indemnification	1	LS	\$402,664.16	\$402,664.16
1.3	Miscellaneous Completion items (Record Drawings / O&Ms / Test Reports / ETC.)	1	LS	\$227,854.73	\$227,854.73
2.0 Ground Work					
2.1	Demolition, Grubbing, Site Preparation, Erosion Control, Earthwork	1	LS	\$51,490.00	\$51,490.00
2.2	Restoration, Concrete, Asphalt, Grading, Sodding	1	LS	\$49,000.00	\$49,000.00
3.0 Mechanical					

PROPOSAL DOCUMENT REPORT

CC No. CC-5306-23/TAD

Yankee Lake Water Reclamation Facility Renewal and Replacement Phase II

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
3.1	Storage, Handling, Safety and Construction Equipment	1	LS	\$75,000.00	\$75,000.00
3.2	Field Assembling, Fabrication	1	LS	\$75,000.00	\$75,000.00
4.0 Instrumentation and Controls					
4.1	Programming & Controls, Implementation and Testing	1	LS	\$277,320.00	\$277,320.00
5.0 General: Materials, Equipment, Labor					
5.1	Flow Equalization EQ Effluent with Flow Meter	1	LS	\$113,448.75	\$113,448.75
5.2	Headworks Grit Systems	1	LS	\$438,023.75	\$438,023.75
5.3	Belt Press Sludge Pumping Station	1	LS	\$339,667.75	\$339,667.75
5.4	Sludge Dewatering Bldg. Valves, Grating	1	LS	\$75,583.75	\$75,583.75
5.5	Biological Treatment Basins, Actuators	1	LS	\$241,103.75	\$241,103.75
5.6	Filters, Bed, Tank, Piping Actuators	1	LS	\$71,103.75	\$71,103.75
5.7	Non-Potable Water Pumping Improvements	1	LS	\$73,807.75	\$73,807.75
5.8	Misc. Painting, GST Dome Screens	1	LS	\$201,231.75	\$201,231.75
5.9	Equalization Tank Inspection	1	LS	\$3,500.00	\$3,500.00
TOTAL					\$2,909,291.89

NOTICE TO BIDDERS:

[illegible]

Ovation Construction Company

Bidder Name

2/2/24

Date _____

AMERICANS WITH DISABILITIES ACT AFFIDAVIT

The undersigned CONTRACTOR/CONSULTANT swears that the information herein contained is true and correct and that none of the information supplied was for the purpose of defrauding the COUNTY.

The CONTRACTOR/CONSULTANT will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR/CONSULTANT agrees to comply with the rules, regulations and relevant orders issued pursuant to the Americans with Disabilities Act (ADA), 42 USC s. 12101 *et seq.* It is understood that in no event shall the COUNTY be held liable for the actions or omissions of the CONTRACTOR/CONSULTANT or any other party or parties to the Agreement for failure to comply with the ADA. The CONTRACTOR/CONSULTANT agrees to hold harmless and indemnify the COUNTY, its agents, officers, or employees from any and all claims, demands, debts, liabilities or causes of action of every kind or character, whether in law or equity, resulting from the CONTRACTOR/CONSULTANT's acts or omissions in connection with the ADA.

CONTRACTOR: Ovation Construction Inc

Signature: _____

Printed Name: Johnny Walker II

Title: Project Manager

Date: 12/6/2023

Affix Corporate Seal (if applicable)

STATE OF Florida

COUNTY OF Seminole

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 6th day of December, 2023, by Carson S Tata.

(name of person making statement)



Signature of Notary Public

Print/Type/Stamp Commissioned Name of Notary Public

X Personally Known OR _____ Produced Identification

Type of Identification Produced: _____

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

CONSTRUCTION FORMS

EXHIBIT TO THE AGREEMENT

TO BE PROVIDED TO THE CONTRACTOR WITH THE AGREEMENT

Application for Payment	C-01
Continuation Sheet for Application for Payment	C-01 (2)
Change Order Form	C-02
Shop Drawing Submittals	C-03
Authorized Field Change (AFC)	C-04
Certificate of Substantial Completion	C-05
Certificate of Final Completion	C-06
Contractor's Release	C-07
Contractor's Waiver of Lien (Partial)	C-08
Subcontractor's Waiver of Lien (Partial)	C-09
Contractor's Waiver of Lien (Final and Complete)	C-10
Subcontractor's Waiver and Release of Lien (Final)	C-11
Consent of Surety to Final Payment	C-12

Any manipulations of these documents would be grounds for fraud and misrepresentation.

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

APPLICATION FOR PAYMENT

Contract for: _____ Payment Application No.: _____

County Contract No.: _____ CIP No.: _____

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by County	\$ _____	\$ _____
Total approved this month	\$ _____	\$ _____
TOTAL	\$ _____	\$ _____
NET CHANGES by Change Order	\$ _____	

1. ORIGINAL CONTACT SUM \$ _____
2. NET CHANGE BY CHANGE ORDER \$ _____
3. CONTACT SUM TO DATE (Line 1 & Line 2) \$ _____
4. TOTAL COMPLETED AND STORED TO DATE..... \$ _____
5. RETAINAGE:
- (a) _____ % of Completed Work \$ _____
- (b) _____ % of Stored Material \$ _____
- Total Retainage (Lines 5a + 5b, or Total in Column 1) \$ _____
6. TOTAL EARNED LESS RETAINAGE \$ _____
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ _____
- (Line 6 from Prior Payment Application)
8. CURRENT PAYMENT DUE..... \$ _____
9. BALANCE TO FINISH INCLUDING RETAINAGE (Line 3 minus Line 6)..... \$ _____

The undersigned Contractor certifies that (1) all previous payments for Work performed have been applied to discharge in full all obligations on the Contractor incurred in connection with Work covered by prior payment applications (1 through _____) under this Agreement; (2) all Materials and Equipment incorporated in the project are free and clear of liens, security interests and encumbrances; (3) all previous payments have been applied to pay in full, minus retainage, all amounts owed to its subcontractors and suppliers; (4) all information provided is true and accurate.

CONTRACTOR: _____ DATE: _____

By: _____ (Print) _____ (Signature)

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by _____.(name of person making statement)

Signature of Notary Public – State of Florida

Print/Type/Stamp Commissioned Name of Notary Public

____ Personally Known OR _____ Produced Identification

Identification Type: _____

COUNTY: In accordance with the Contract Documents, the undersigned recommend payment as presented.

Engineer: _____

Date: _____

Project Manager: _____

Date: _____

PROJECT

[illegible]

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

CHANGE ORDER

CONSTRUCTION PROJECTS

CONTRACTOR: _____ Date: _____

Contract No.: _____ Project Name: _____

Change Order No.: _____ Work Order No.: (if applicable) _____

Original Contract / Work Order Amount: \$ _____

Amount prior to this Change Order, if different: \$ _____

Change Order Amount: ☐ Increase ☐ Decrease ☐ No Change \$ _____

Revised Contract / Work Order Amount including this Change Order: \$ _____

Change Order Time: ☐ Increase ☐ Decrease ☐ No Change _____ Days

Date of Substantial Completion through this Change Order: _____

Date of Final Completion through this Change Order: _____

Waiver: This Change Order constitutes full and mutual accord and satisfaction for the adjustment of Contract / Work Order Price and Time as a result of increases or decreases in costs and time of performance caused directly and indirectly from the change. Acceptance of this Waiver constitutes an agreement between the County and Contractor that the Change Order represents an equitable adjustment to the Agreement and that Contractor will waive all rights to file a contract claim of any nature on this Change Order. Execution of this Change Order constitutes Contractor's acceptance and satisfaction that it is entitled to no more costs or time, direct, indirect, impact, etc., pursuant to this Change Order.

Acknowledgements: The aforementioned change, and work affected thereby, is subject to all provisions of the original Agreement not specifically changed by this Change Order; and it is expressly understood and agreed by the County and the Contractor that the approval of this Change Order will have no effect on the original Agreement other than matters expressly provided herein.

This Change Order _____ does or _____ does not involve changes to the design of the project, which would require the approval and signature of the Architect or Engineer of Record and County Project Manager.

County Project Manager:**Architect / Engineer of Record:****Contractor:**

Name: _____

Address: _____

Sign: _____

Date: _____

PURCHASING AND CONTRACTS DIVISION:

Signature: _____ Date: _____

Procurement Administrator

As authorized by Section 3.554, Seminole County Administrative Code

WITNESS: _____

WITNESS: _____

☐ For Board approved Items: Meeting Date: _____ Item # _____

Seminole County Board of County Commissioners

SHOP DRAWING SUBMITTALS

Date: _____

Submittal #: _____

ENGINEER OF RECORD:**CONTRACTOR:**

Attention: _____

Project Manager

Project Name: _____

Contract No.: _____ CIP# _____ Contractor: _____

Item No.	Copies	Description	Previous Submission No.	Specification Section(s)	Plan Sheet No.

Contractor's Authorized Representative: _____

TO BE COMPLETED BY ENGINEER OF RECORD:

Item No.	Copies	Resubmit		Comments
		Yes	No	

Engineer of Record: _____

Date: _____

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

AUTHORIZED FIELD CHANGE (AFC)

FIELD ORDER NO.:	
AGREEMENT TITLE:	
CONTRACT NO.:	
CIP #:	
CONTRACTOR:	
ARCHITECT/ENGINEER:	
AGREEMENT DATE:	
CONTRACT DAY:	_____ OF _____
<p>Note: An AFC is not an instrument that amends the Contract Documents. This AFC issued by ENGINEER to CONTRACTOR authorizes minor variations in the Work and not a change in the Work. An AFC does not entitle CONTRACTOR to any adjustment in Contract Price or Contract Time. FINAL AS-BUILT PLANS WILL REFLECT AFC.</p>	

I. Minor Variations Authorized:	
II. Justification	
III. Acknowledgements: Mutually agreed to by the CONTRACTOR and the COUNTY.	
This AFC authorized by: Includes ____ attachments:	_____ ARCHITECT/ENGINEER By: _____ Date: _____
Receipt of this AFC: Acknowledged By:	_____ CONTRACTOR By: _____ Date: _____

Seminole County Board of County Commissioners**CERTIFICATE OF SUBSTANTIAL COMPLETION**

Construction Projects

Contractor: _____ Date: _____

Contract No.: _____ Project Name: _____

Master Agreement (if applicable): _____

CIP No.: _____

This Certificate of Substantial Completion applies to all work under the Contract Documents or the following specified parts thereof:

To: _____ (Print)
Architect/Engineer of Record

To: _____ (Print)
Contractor

The work to which this Certificate applies has been inspected by authorized representatives of CONTRACTOR, and ARCHITECT/ENGINEER, and that Work is hereby declared to be substantially completed in accordance with the Contract Documents on:

Date of Substantial Completion

A list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of CONTRACTOR to complete and warrant all the Work in accordance with the Contract Documents. All items on the list shall be completed or corrected by CONTRACTOR within _____ calendar days of the above date of Substantial Completion.

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR's obligations to complete the Work in accordance with the Contract Documents, including "As-Built" drawings.

Executed by ARCHITECT/ENGINEER on the _____ day of _____, 20____

ARCHITECT/ENGINEER:

Print Name

Signature

Accepted by CONTRACTOR on the _____ day of _____, 20____

CONTRACTOR:

Print Name

Signature

Executed by County's PROJECT MANAGER on the _____ day of _____, 20____

PROJECT MANAGER:

Print Name

Signature

Seminole County Board of County Commissioners**CERTIFICATE OF FINAL COMPLETION**

Construction Projects

Contractor: _____ Date: _____

Contract No.: _____ Project Name: _____

Master Agreement (if applicable): _____

CIP No.: _____

This Certificate of Final Completion applies to all work under the Contract Documents.To: _____ (Print)
Architect/Engineer of RecordTo: _____ (Print)
Contractor

To: Seminole County Board of County Commissioners or Designee

The Work to which this Certificate applies has been inspected on _____ (date) by authorized representatives of CONTRACTOR, and ARCHITECT/ENGINEER, and that Work is hereby declared to be finally completed in accordance with the Contract Documents on:

Date of Final Completion

This Final Completion Certificate constitutes an acceptance of Work excepting latent defects, warranty work, maintenance, and other post Final Completion obligations of the CONTRACTOR under the Contract Documents.

Executed by ARCHITECT/ENGINEER on the _____ day of _____, 20____

ARCHITECT/ENGINEER:

Print Name

Signature

Accepted by CONTRACTOR on the _____ day of _____, 20____

CONTRACTOR:

Print Name

Signature

Accepted by SEMINOLE COUNTY on the _____ day of _____, 20____

WITNESSES:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

Procurement Administrator

**As authorized by Section 3.554, Seminole County
Administrative Code**

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACTOR'S RELEASE

This Release must be submitted simultaneously with the Contractor's request for Final Payment and Subcontractor Affidavits.

Agreement Title: _____ County Contract No.: _____
 Construction Contract # OR Master Services Agreement # & Work Order #

Contractor: _____ CIP No.: _____

BEFORE ME, the undersigned authority in said County and State, appeared _____
 _____ (Name of Affiant) who, being duly sworn and personally know to me,
 deposes and says that he/she is _____ (Title of Affiant) of _____
 _____ (Full Legal Company Name), a company and/or corporation authorized to do business
 under the laws of Florida, which is the CONTRACTOR on _____
 _____ (Agreement Title), located in Seminole County, Florida, dated the ____ day of
 _____, 20____, that the deponent is duly authorized to make this affidavit by resolution of the Board of
 Directors of said company and/or corporation; that deponent knows of their own knowledge that said Agreement
 has been complied with in every particular by said CONTRACTOR and that all parts of the Work have been
 approved by the COUNTY's Architect/Engineer; that there are no bills remaining unpaid for labor, Materials, or
 otherwise, in connection with said Agreement and Word, and that there are no suits pending against the
 undersigned as CONTRACTOR or anyone in connection with the Work done and Materials furnished or
 otherwise under this Agreement.

Affiant further says that the final estimate in the amount of \$ _____ which has been submitted
 to the COUNTY simultaneously with the making of this affidavit constitutes all claims and demands against the
 COUNTY on account of said Agreement or otherwise, and that acceptance of the sum specified in said final
 estimate in the amount of \$ _____ will operate as a full and final release and discharge of the
 COUNTY from any further claims, demands or compensation by CONTRACTOR under the above Agreement.
 Deponent further agrees that all guarantees under this Agreement shall start and be in full force from the date of
 this release as spelled out in the Contract Documents.

 Affiant

State of Florida
 County of _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence OR ☐ online notarization, this ____ day
 of _____, 20____, by _____
 (Name of Affiant)

 Signature of Notary Public – State of Florida

 Print, Type, Stamp Commissioned Name of Notary Public

_____ Personally Known OR _____ Produced Identification

Type of Identification Produced: _____

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACTOR'S WAIVER OF LIEN (Partial)**Copy of Waiver to be submitted with Each Pay Request**

Agreement Title: _____ County Contract No.: _____
 Construction Contract # OR Master Services Agreement # & Work Order #

CIP No.: _____

From: _____
 Full Legal Name of Contractor

To: Seminole County Board of County Commissioners

Pursuant to the Contract, identified above, entered into on the _____ day of _____, 20 ____, between the Contractor and Seminole County for the following project: _____.

CONTRACTOR CERTIFIES THAT:

1. All Work covered by Application For Payment No: _____ has been performed in accordance with the terms of the Contract Documents;
2. The materialmen, subcontractors, mechanics, and laborers have been paid from previous payments received from the County on account of Work performed;
3. All Material and Equipment obligations of the Contractor have been paid from previous payments received from the County on account of Work performed; and
4. All just and lawful claims of the Contractor arising out of the performance of the Work covered by this Application for Payment have been paid and satisfied.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument this _____ day of _____, 20 ____.

Witness: _____

 Signature – Contractor's Representative

Witness: _____

 Printed Name & Title

State of Florida

County of _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence OR ☐ online notarization, this _____ day of _____, 20__, by _____.

 Name of Person making statement

 Signature of Notary Public – State of Florida

 Print, Type, Stamp Commissioned Name of Notary Public

_____ Personally Known OR _____ Produced Identification

Type of Identification Produced: _____

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

SUB-CONTRACTOR'S WAIVER OF LIEN (Partial)**Copy of Waiver to be submitted with Each Pay Request**

Agreement Title: _____ County Contract No.: _____
 Construction Contract # OR Master Services Agreement # & Work Order #

CIP No.: _____

From: _____
 Full Legal Name of Sub-Contractor

To: Seminole County Board of County Commissioners

Pursuant to the Contract, identified above, entered into on the _____ day of _____, 20 ____, between the Contractor and Seminole County for the following project: _____.

SUB-CONTRACTOR CERTIFIES THAT:

1. The materialmen, subcontractors, mechanics, and laborers have been paid from previous payments received from the County on account of Work performed;
2. All Material and Equipment obligations of the Contractor have been paid from previous payments received from the County on account of Work performed; and
3. All just and lawful claims of the Contractor arising out of the performance of the Work covered by this Application for Payment have been paid and satisfied.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument this _____ day of _____, 20 ____.

Witness: _____

 Signature – Sub-Contractor's Representative

Witness: _____

 Printed Name & Title

State of Florida

County of _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence OR ☐ online notarization, this _____ day of _____, 20__, by _____.

Name of Person making statement

 Signature of Notary Public – State of Florida

 Print, Type, Stamp Commissioned Name of Notary Public

_____ Personally Known OR _____ Produced Identification

Type of Identification Produced: _____

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACTOR'S WAIVER OF LIEN (Final and Complete)**Copy of Waiver to be submitted with Final Pay Request**

Agreement Title: _____ County Contract No.: _____
 Construction Contract # OR Master Services Agreement # & Work Order #

Contractor: _____ CIP No.: _____

_____ (Affiant), being duly sworn according to law, deposes and states that he/she is the _____ (Title) of _____ (Full Legal Name of Contractor), Contractor in a Contract entered into between the Contractor and Seminole County for the _____ (Agreement Title) and that he is authorized to and does make this affidavit on behalf of the Contractor.

THE AFFIANT FURTHER DEPOSES AND STATES THAT:

1. All Work has been performed in accordance with the terms of the Contract Documents, the Contractor alone has made all subcontracts, and the Contractor and his subcontractors have purchased all materials and fixtures and employed all labor in the performance of the Work.
2. All laborers, materialmen, mechanics, manufacturers and subcontractors who have furnished any one or all of the following: services, labor, fixtures, or materials have been satisfied and paid in full for the Work performed, and for materials, fixtures, and/or services supplied, and that the Contractor is not indebted to any person or firm in connection with the Work in any amount whatsoever.
3. There are no outstanding claims of any nature, contractual or otherwise, or for any personal injury, death or property damage, arising from or associated with the performance of the Work that might be the basis of any claim, suit, lien or demand that could be asserted against either the County or the Contractor.
4. All Bonds and Insurance policies required by the Contract are presently in effect and shall not be permitted to expire within the time periods stated in the Contract Documents.
5. This affidavit is made for the purpose of inducing the County to make Final Payment, and acceptance of such Final Payment by the Contractor shall release the County from any further liability under the Contract Documents.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument this _____ day of _____, 20 ____.

Witness: _____

 Signature – Contractor's Representative

Witness: _____

 Printed Name & Title

State of Florida

County of _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence OR ☐ online notarization, this _____ day of _____, 20__, by _____.

 Name of Person making statement

 Signature of Notary Public – State of Florida

 Print, Type, Stamp Commissioned Name of Notary Public

_____ Personally Known OR _____ Produced Identification

Type of Identification Produced: _____

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

SUB-CONTRACTOR'S WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

Copy of Waiver to be submitted with Contractor's Final Pay Request

Agreement Title: _____ County Contract No.: _____
 Construction Contract # OR Master Services Agreement # & Work Order #

Contractor: _____ CIP No.: _____

State of: _____ County of: _____

_____ (Affiant), being duly sworn according to law, deposes and states that he/she is the
 _____ (Title) of _____ (Full Legal Name of
 Subcontractor), Subcontractor/Vendor/Lienor to the above Contractor under Contract with Seminole County for the _____
 _____ (Agreement Title) and that he is authorized to and does make this affidavit
 on behalf of the Subcontractor.

The undersigned, in consideration of the final payment in the amount of \$ _____, hereby waives its lien and right
 to claim a lien for labor, services, or materials furnished to _____ (Contractor) on the
 above listed project to the following described property:

Property Address: _____

Tax Parcel Number: _____

Legal Description: _____

IN WITNESS WHEREOF, the undersigned has signed this instrument this _____ day of _____
 _____, 20____.

 Signature of Subcontractor's Representative

 Title

STATE OF FLORIDA

COUNTY OF: _____

The Foregoing instrument was acknowledged before me by means of ☐ physical presence OR ☐ online notarization, on
 this ____ day of _____, 20____, by _____ (Name of Affiant), who
 is personally known to me or who has produced _____ as identification.

 Signature of Notary Public – State of Florida

 Printed/Typed/Stamped Commissioned Name of Notary Public

 Title or Rank

 Serial Number (if any)

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

CONSENT OF SURETY TO FINAL PAYMENT

Agreement Title: _____ County Contract No.: _____
Construction Contract # OR Master Services Agreement # & Work Order #

Contractor: _____ CIP No.: _____

We, _____ (Name of Surety), having heretofore executed Performance and Payment Bonds for the above named Contractor covering the Project referenced above in the sum of _____ Dollars (\$ _____) hereby agree that the County may make full payment of the final estimate, including the retained percentage, to said Contractor. The Surety concurs that full payment to the Contractor is appropriate and the Surety expressly releases the County from all liability to Surety resulting from full payment to the Contractor.

It is fully understood that the granting of the right to the County to make payment of the final estimate to the Contractor and/or his assigns shall in no way relieve this Surety of its obligations under its bonds as set forth in the Contract Documents and Bonds pertaining to the above referenced Project. By execution of this Consent, Surety specifically acknowledges that, in the event it is discovered that the Contractor has failed to pay any subcontractors under this Project, the Surety will make such payments as are due, either in whole or in part, and hold the County harmless therefrom.

IN WITNESS WHEREOF, _____ (Name of Surety) has caused this instrument to be executed on behalf of its _____ and its duly authorized attorney-in-fact, and its corporate seal shall be affixed, on this _____ day of _____, 20 ____.

 Signature – Surety's Representative

 Signature – Attorney-in-Fact

*Power of Attorney must be attached if signed by Attorney-in-Fact

 Printed Name & Title

STATE OF FLORIDA

COUNTY OF: _____

The Foregoing instrument was acknowledged before me by means of ☐ physical presence OR ☐ online notarization, on this _____ day of _____, 20____, by _____ (Name of Affiant), who is personally known to me or who has produced _____ as identification.

 Signature of Notary Public – State of Florida

 Printed/Typed/Stamped Commissioned Name of Notary Public

 Title or Rank

 Serial Number (if any)

Agreement Name: Yankee Lake Water Reclamation Facility Renewal and Replacement Phase II

Agreement Number: CC-5306-23/TAD

AFFIDAVIT OF E-VERIFY REQUIREMENTS COMPLIANCE

The CONSULTANT/CONTRACTOR agrees to comply with section 448.095, Florida Statutes, and to incorporate in all subcontracts the obligation to comply with section 448.095, Florida Statutes.

1. The CONSULTANT/CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CONSULTANT during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.
2. That the CONSULTANT/CONTRACTOR understands and agrees that its failure to comply with the verification requirements of Section 448.095, Florida Statutes or its failure to ensure that all employees and subcontractors performing work under Agreement Number CC-5306-23/TAD are legally authorized to work in the United States and the State of Florida, constitutes a breach of this Agreement for which Seminole County may immediately terminate the Agreement without notice and without penalty. The CONSULTANT/CONTRACTOR further understands and agrees that in the event of such termination, the CONSULTANT/CONTRACTOR shall be liable to the county for any costs incurred by the County as a result of the CONSULTANT'S/CONTRACTOR'S breach. DATED this 6th day of December, 2023.

Ovation Construction Inc

Consultant Name

By: [Signature]

Print/Type Name: Johnny Walker II

Title: Project Manager

STATE OF Florida

COUNTY OF Seminole

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence OR ☐ online notarization, this 6th day of December, 2023, by Carson S Tata (Full Name of Affiant).



[Signature: Carson S Tata]

Print/Type Name Carson S Tata

Notary Public in and for the County
and State Aforementioned

My commission expires: 7/21/2024