

FINFROCK CONSTRUCTION, LLC.

2400 Apopka Boulevard

Apopka, FL 32703

Phone: (407) 293-4000

Fax: (407) 297-0512

INSPECTION AGREEMENT

Structure: City of Ocala Parking Garage
E Fort King St & SE Osceola Ave
Ocala, FL 34471

Client: City of Ocala
Growth Management Department
Attn: Rachel Fautsch, Community Outreach/Parking Manager
201 SE 3rd Street
Ocala, FL 34471
Email: RFautsch@ocalafl.org

Inspection Price: \$4,000

Contract Date: 4/12/23

Description of Inspection: Scope of Work attached.

1. Client requests a limited visual inspection of the structure identified at the above address by Finfrock Construction, LLC ("FINFROCK"), and Client hereby represents and warrants that all approvals necessary have been secured for FINFROCK's entrance on to the property and into the Structure.
2. Client warrants: (a) Client has read the following Agreement carefully, (b) Client understands it is bound by all the terms of this contract, and (c) Client will read the entire inspection report when received and promptly contact FINFROCK with any questions it may have.
3. Client understands that the inspection and inspection report are performed and prepared for Client's sole, and exclusive use. To the fullest extent of the law, Client agrees to indemnify, defend, and hold harmless FINFROCK from any third-party claims arising out of relating to this inspection or inspection report. Client's liability is limited, however, to the limits set forth in Florida Statute §768.28 in force at the time this Agreement was entered into by the parties. Nothing in this Agreement is intended to waive the sovereign immunity protections provided to the Client pursuant to Florida law.
4. FINFROCK agrees to perform a limited visual inspection of the structure at the above address and to provide Client with a written opinion as to the apparent general condition of the structure's components and systems, including identification of significant observable deficiencies as they exist at the time of inspection. The inspection will be performed in a professional manner and will not impede Client's use of the structure. It is understood that FINFROCK is only able to inspect what is visible, and Client shall be responsible for removing or otherwise clearing the Structure of vehicles, personal property or other visual hindrances.
5. The inspection includes those systems and components expressly and specifically identified in the attached Scope of Work. The inspection does not include any destructive testing or dismantling. Client agrees to assume all the risk for all conditions which are concealed from view at the time of the inspection or exists in any area excluded from inspection by the terms of this Agreement and attached Scope of Work.
6. Client understands that the inspection and inspection report do not constitute a guarantee or warranty of merchantability or fitness for a particular purpose, expressed or implied, or insurance policy, nor is it a substitute for real estate transfer disclosures which may be required by law.
7. Payment shall be due no later than 30 days following Client's receipt of FINFROCK's invoice.

8. The written report to be prepared by FINFROCK shall be considered the final exclusive findings of FINFROCK of the structure. Client understands and agrees they will not rely on any written or oral statements made by FINFROCK prior to the issuance of the written report.
9. The sole and exclusive jurisdiction to enforce this Agreement shall be in a court of competent jurisdiction within Orange County, Florida. The prevailing party in any action to enforce this Agreement shall be entitled to recover all cost it incurs, whether considered recoverable cost or not, pursuant to the applicable Rules of Court, including attorney's fees. In the event an action is filed, the parties agree to mediate this dispute with a mutually agreed to mediator, within sixty (60) days of service of the Defendant's Answer. All discovery permitted by the applicable court rules shall be stayed pending completion of mediation. Should any party fail to voluntarily participate in mediation of the dispute, the other party shall be entitled to an Order from the Court compelling attendance at the mediation and shall in such event be entitled to recover the attorney's fees and costs incurred in the enforcement of this provision. THE PARTIES WAIVE TRIAL BY JURY.
10. It is understood and agreed by and between the parties hereto that FINFROCK is not an insurer, that the payment for the subject inspection is based solely on the value of the service provided by FINFROCK in the performance of a limited visual inspection of the general condition of the structure's systems and components as described in the proposal and production of a written inspection report, that because of the limited nature of this inspection the inspection cannot be expected to uncover all defects or deficiencies within the structure and that it is impracticable and extremely difficult to fix the actual damages, if any, which may result from a failure to perform such services. Thus, FINFROCK and Client agree that in the event that FINFROCK breaches its obligation or duty to perform such services and Client is thereby damaged, then the liability of FINFROCK (including its officers, agents and employees) shall be limited to a sum equal to the amount of the fee paid by the Client for inspection and report and this liability shall be the sole and exclusive recovery available from FINFROCK.
11. If any portion of this Agreement is found to be invalid or unenforceable by any authority having jurisdiction, the remaining terms shall remain in force between the parties.
12. This Agreement represents the entire agreement between the parties. No oral agreements, understandings or representations shall change, modify, or amend any part of this agreement. No change or modification shall be enforceable against any party unless such changes or modification is in writing and signed by the parties. This Agreement shall be binding upon and inure to the parties hereto and their heirs, executors, administrators, successors, assigns and representatives of any kind whatsoever.

The parties hereby understand and agree to all the terms and conditions of this Agreement and to pay the fee listed above.

City of Ocala

DocuSigned by:

Peter Lee

5BB28E162F2E4C2...

Name: Peter Lee

Title: City Manager

Date: 5/10/2023

Approved as to form and legality:

DocuSigned by:

William E. Sexton

William E. Sexton, Esq.

City Attorney

Finrock Construction, LLC

DocuSigned by:

David Oquendo

E964C267E610420...

Name: David Oquendo

Title: Project Manager

Date: 5/10/2023

[SCOPE OF WORK]

April 12, 2023

Rachel Fautsch
Community Outreach/Parking Manager
201 SE 3rd Street
Ocala, FL 34471
RFautsch@ocalafl.org

RE: City of Ocala Parking Garage
Subject: Structural Inspection - Proposal

Dear Rachel,

We are pleased to provide a proposal for an analysis of the existing parking structure. Our in-house structural engineers and/or certified quality control inspectors will perform a comprehensive analysis of the existing structural condition of the parking structure, as well as items suitable for upgrade. We will prepare a written report highlighting items of concern and the actions needed to correct them. These items will be prioritized in the report based on their severity and potential liability. The detailed report will consist of the following information:

A. Structural Systems Maintenance

Division 3 – Concrete

- Precast Floor and Roof Deck Members: Inspect tees for delamination, spalling, and cracking. Inspect flange connections for weld failures or corrosion damage.
- Cast-In-Place Floor and Roof Deck Members: Inspect for delamination, spalling and cracking, and scaling. Inspect slab on grade for cracking and settling. Inspect toppings and pour strips for cracking.
- Beams, columns, and Spandrels: Inspect for spalls, cracks, and delamination.
- Stairs and Elevator Towers: Check handrails and concrete adjacent to handrails for distress. Check grouted handrail connections for corrosion. For metal or precast stair members, check for spalls and cracks. Check roof for deterioration.
- Patching: Check patching of connection and lifters for delamination, spalling and cracking.
- Exposed Steel: Check for corrosion of bearing plates, welded connections, and any other viewable connection hardware.
- Bearing Pads: Inspect all bearing pads for signs of distress and/or movement.
- Tripping Hazards: Check curbs, door thresholds, and floors for potential tripping hazards.
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Division 5 – Metals

- Ramp Fencing: Inspect for damage, corrosion, and tension.

Division 7 – Waterproofing and Sealants

- Sealers and Deck Coatings: Inspect for signs of water intrusion/leaks. Inspect for tears, abrasions, and delamination.

- Joint Sealants: Check all caulking for tears, deterioration, and leaks.
- Expansion Joints: Inspect for tears, deterioration, and leaks.

Division 21 – Plumbing/Drainage

- Drainage: Check for ponding and clogged drains at slab on grade and upper levels. Check roof of stair towers for leaks. Inspect gutters and downspouts for damage and cleanliness. Remove loose debris from gutters.

The report will also contain an executive summary with supporting photographs and will identify any items that need to be cleaned, repaired, and/or replaced. Actual cleaning, repairs, or replacements are not included in this proposal. Please note that as part of preventive maintenance any deficiencies that are found should be addressed to ensure the long-term health of the structure. For major concerns or deficiencies, a more detailed evaluation and repair may be needed. If a structure has several major deficiencies a more comprehensive Structural Audit should be performed. Any required structural audits would be provided within a separate proposal by FINFROCK. Once the agreement is approved an inspection will be scheduled. From the date of acceptance, the inspection is expected to be completed within four weeks.

The cost to have our staff perform the inspection and develop the report described herein is Four

Thousand Dollars (\$4,000).

Should you have any questions regarding or have any recommendations on how this report can better serve you, please do not hesitate to contact us.

If you should have any questions or concerns, please feel free to contact me.

Sincerely,



FINFROCK

David Oquendo

Warranty Manager

doquendo@finfroek.com

407-293-4000: office

407-271-9817: mobile

Certificate Of Completion

Envelope Id: FDA720DD6485497789E5D8DAA9CC0FE9

Status: Completed

Subject: SIGNATURE - Inspection Agreement - Downtown Parking Garage (GRM/230447)

Source Envelope:

Document Pages: 4

Signatures: 3

Certificate Pages: 5

Initials: 0

AutoNav: Enabled

Envelope Stamping: Enabled

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:

Patricia Lewis

110 SE Watula Avenue

City Hall, Third Floor

Ocala, FL 34471

plewis@ocalafl.org

IP Address: 216.255.240.104

Record Tracking

Status: Original

4/27/2023 1:42:09 PM

Holder: Patricia Lewis

plewis@ocalafl.org

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Signer Events

William E. Sexton

wsexton@ocalafl.org

City Attorney

City of Ocala

Security Level: Email, Account Authentication
(None)**Signature**

DocuSigned by:



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Signed: 5/5/2023 5:07:08 PM

Electronic Record and Signature Disclosure:

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Peter Lee

plee@ocalafl.org

City Manager

City of Ocala

Security Level: Email, Account Authentication
(None)

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Signature Adoption: Pre-selected Style

Using IP Address: 216.255.240.104

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Signed: 5/10/2023 11:01:49 AM

Electronic Record and Signature Disclosure:

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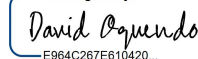
David Oquendo

doquendo@finrock.com

Project Manager

Security Level: Email, Account Authentication
(None)

DocuSigned by:



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Signature Adoption: Pre-selected Style

Using IP Address: 75.112.12.187

Sent: 5/10/2023 11:01:51 AM

Resent: 5/10/2023 11:53:21 AM

Viewed: 5/10/2023 11:54:50 AM

Signed: 5/10/2023 11:55:27 AM

Electronic Record and Signature Disclosure:

Accepted: 5/10/2023 11:54:50 AM

ID: 80cb1e79-7b28-4f1c-af3a-7da6995f9e7b

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp**

Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/27/2023 1:45:14 PM
Envelope Updated	Security Checked	5/10/2023 11:53:20 AM
Envelope Updated	Security Checked	5/10/2023 11:53:20 AM
Certified Delivered	Security Checked	5/10/2023 11:54:50 AM
Signing Complete	Security Checked	5/10/2023 11:55:27 AM
Completed	Security Checked	5/10/2023 11:55:27 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.