

## AGREEMENT FOR DEMOLITION AND REMOVAL SERVICES AT CITY OF OCALA PARKING GARAGE #2 SITE

THIS AGREEMENT FOR DEMOLITION AND REMOVAL SERVICES AT CITY OF OCALA PARKING GARAGE #2 SITE (Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **THOMAS AMODEO D/B/A A&A TRUCKING & EXCAVATING** (EIN: 59-3286888) ("Contractor").

#### RECITALS:

**WHEREAS**, on October 16, 2024, City issued an Invitation to Bid ("ITB") for the provision of demolition and removal services at the City of Ocala Parking Garage #2 site, ITB No.: CIP/241097 (the "Solicitation"); and

**WHEREAS**, a total of four (4) firms responded to the Solicitation and, after consideration of price and other evaluation factors set forth in the Solicitation, the bid submitted by A&A Trucking & Excavating was found to be the lowest; and

**WHEREAS**, A&A Trucking & Excavating was chosen as the intended awardee to provide demolition and removal services at the City of Ocala Parking Garage #2 site (the "Project"); and

**WHEREAS**, Contractor certifies that Contractor and its subcontractors are qualified and possess the required licensure and skill to perform the work required for the Project; and

**NOW THEREFORE**, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Contractor agree as follows:

### TERMS OF AGREEMENT:

- 1. **RECITALS**. City and Contractor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
- 2. **CONTRACT DOCUMENTS**. The Contract Documents which comprise the entire understanding between City and Contractor shall only include: (a) this Agreement; (b) those documents listed in this section as Exhibits to this Agreement; (c) the City's Solicitation for the Project and the quote submitted by Contractor in response to same (the "Solicitation Documents"); and (d) those documents identified in the Project Specifications section of this Agreement. Each of these documents are incorporated herein by reference for all purposes.

If there is a conflict between the terms of this Agreement and the Contract Documents, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the remaining Contract Documents.

A. **Exhibits to Agreement**: The Exhibits to this Agreement are as follows:

Exhibit A: Scope of Work (A-1 through A-15)

Exhibit B: Structure Demolition (B-1 through B-12)

Exhibit C: Demo Plan Set (C-1)

Exhibit D: Asbestos Survey Report (D-1 through D-99)

Exhibit E: MCPA Property Record Card (E-1 through E-9)

Exhibit F: Project Sign (F-1 through F-2)

Exhibit G: Price Proposal (G-1)

If there is a conflict between the individual Exhibits regarding the scope of work to be performed, then any identified inconsistency shall be resolved by giving precedence in the



following order: (1) Exhibit A, then (2) Exhibit D then (3) Exhibit B, then (4) Exhibit C, then (5) Exhibit G, then (6) Exhibit E, then (7) Exhibit F.

- B. **Project Specifications**: In addition to the Contract Documents and up-to-date copies of shop drawings, this project will require the Contractor to have the following specifications and documents, which are incorporated by reference:
  - i. City of Ocala "Standard Specifications for Construction of Streets, Stormwater,
     Traffic, Water and Sewer Infrastructure" available at:
     www.ocalafl.gov/home/showpublisheddocument/24606

Florida Department of Transportation ("FDOT") Standard Specifications for Road and Bridge Construction (latest edition) available at:

http://www.fdot.gov/programmanagement/Implemented/SpecBooks/.

Florida Department of Transportation Standard Plans for Road and Bridge Construction (latest edition):

https://www.fdot.gov/design/standardplans/sprbc.shtm

Manual on Uniform Traffic Control Devices (MUTCD), latest edition which can be obtained by downloading from:

https://www.fdot.gov/traffic/trafficservices/mutcd.shtm

Florida Department of Transportation Florida Greenbook (latest edition), can be obtained by downloading from:

https://www.fdot.gov/roadway/floridagreenbook/fgb.shtm

If there is a conflict between the individual Project Specifications regarding the scope of work to be performed, then any identified inconsistency shall be resolved by giving precedents to the most restrictive specification.

- 3. SCOPE OF SERVICES. Contractor shall provide all materials, labor, supervision, tools, accessories, equipment, permits, fees, testing, inspections, certifications, and all other things necessary for Contractor to perform its obligations under this Agreement as set forth in the attached Exhibit A Scope of Work and the Solicitation Documents. Prime Contractor must perform a minimum of sixty percent (60%) of the work with its own forces. The Scope of Work under this Agreement may only be adjusted by written amendment executed by both parties.
- 4. COMPENSATION. City shall pay Contractor a maximum limiting amount of <u>NINETY-FOUR</u> <u>THOUSAND, SIX HUNDRED NINETY-FOUR AND NO/100 DOLLARS (\$94,694)</u> (the "Contract Sum") as full and complete compensation for the timely and satisfactory completion of the work in compliance with the pricing schedule in **Exhibit G Price Proposal** and other requirements set forth in the Contract Documents. The pricing under this Agreement may only be adjusted by written amendment executed by both parties.
  - A. **Monthly Progress Payments**: The compensation amount under this section shall be paid by City, monthly, based upon a percentage of completion of the work as invoiced by Contractor and approved by City. The compensation sought under this Agreement is subject to the express terms of this Agreement and any applicable federal and/or state laws.
  - B. **Project Schedule and Progress Reports**. A progress report and updated project schedule must be submitted with each monthly pay request indicating the percent of services



- completed to date. This report will serve as support for payment to Contractor and the basis for payment in the event project is suspended or abandoned.
- C. Invoice Submission. All invoices submitted by Contractor shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. Contractor shall be provided with a cover sheet for invoicing. This cover sheet must be filled out correctly and submitted with each invoice. Contractor shall invoice once a month. Contractor shall submit the original invoice through the responsible City Project Manager at: City of Ocala Engineering Department, Attn: Jimmy Lopez, 1805 NE 30<sup>th</sup> Avenue, Building 700, Ocala, Florida 34470 E-Mail: <a href="mailto:ilopez@ocalafl.gov">ilopez@ocalafl.gov</a>.
- D. **Payment of Invoices by City**. The City Project Manager must review and approve all invoices prior to payment. City Project Manager's approval shall not be unreasonably withheld, conditioned, or delayed. Payments by City shall be made no later than the time periods established in section 218.735, Florida Statutes.
- E. **Retainage.** City shall withhold an amount equal to **FIVE PERCENT (5%)** of each monthly progress payment as retainage to secure Contractor's full and faithful performance of its obligations under this Agreement (the "Retainage"). Contractor shall not be entitled to any interest received by City on Retainage. The Retainage shall be payable to Contractor, subject to the provisions of this subsection, upon satisfaction of the following conditions precedent: (1) confirmation from the City Project Manager that Contractor has satisfactorily completed all work in accordance with the provisions of the Agreement; and (2) receipt of the Consent of Surety of the recorded bond for final payment.
- F. Withholding of Payment. City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Contractor; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; or (iii) which fails to comply with any term, condition, or other requirement under this Agreement. Any payment withheld shall be released and remitted to Contractor within <a href="https://doi.org/10.1007/THIRTY">THIRTY (30)</a> calendar days of the Contractor's remedy or resolution of the inadequacy or defect.
- G. **Excess Funds**. If due to mistake or any other reason Contractor receives payment under this Agreement in excess of what is provided for by the Agreement, Contractor shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Contractor's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgments at the highest rate as allowed by law.
- H. **Amounts Due to the City**. Contractor must be current and remain current in all obligations due to the City during the performance of services under this Agreement. Payments to Contractor may be offset by any delinquent amounts due to the City or fees and/or charges owed to the City.
- I. Tax Exemption. City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Contractor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Contractor be authorized to use City's Tax Exemption Number for securing materials listed herein.



- 5. **TIME FOR PERFORMANCE**. Time is of the essence with respect to the performance of all duties, obligations, and responsibilities set forth in this Agreement and the Contract Documents.
  - A. Contractor shall mobilize and commence work no later than **TEN (10)** working days from the date of issuance of a Notice to Proceed for the project by City. At no time will the Contractor be allowed to lag behind.
  - B. All work shall be substantially completed by Contractor in a manner satisfactory to the City Project Manager within <u>SIXTY (60)</u> days of the start date indicated on the Notice to Proceed and ready for final payment within <u>SEVEN (7)</u> days of substantial completion.
  - C. The Time for Performance under this Agreement may only be adjusted by Change Order, in the sole and absolute discretion of City. Any request for an extension of the Time for Performance must be submitted in a writing delivered to the City Project Manager, along with all supporting data, within <u>SEVEN (7)</u> calendar days of the occurrence of the event giving rise to the need for adjustment unless the City allows an additional period of time to ascertain more accurate data. All requests for adjustments in the Contract Time shall be determined by City.
  - D. **Weather Days:** Contractor shall submit a written request to the City Project (e-mail is the preferred method) for additional days for which work is suspended or delayed by weather. Weather days shall be reconciled with each monthly pay application for the time period which the application is submitted and shall be final. Contractor performance and execution of work shall be considered in the determination for granting additional days.
  - E. As to any delay, inefficiency, or interference in this performance of this Agreement caused by any act or failure to act by City, the Contractor's sole remedy shall be the entitlement of an extension of time to complete the performance of the affected work in accordance with the Contract Documents. Contractor agrees to make no claim for extra or additional costs attributable to said delays, inefficiencies, or interference, except as provided in this Agreement.
  - F. None of the provisions of this section shall exclude City's right of recovery for damages caused by delays or inefficiencies caused by any act or failure to act by Contractor, to include costs incurred by City for the procurement of additional professional services.
- 6. LIQUIDATED DAMAGES FOR LATE COMPLETION. The parties agree that it would be extremely difficult and impracticable under the presently known facts and anticipated circumstances to ascertain and fix the actual damages that City and its residents would incur should Contractor fail to achieve Substantial Completion and/or Final Completion and readiness for final payment by the dates specified for each under the terms of this Agreement. Accordingly, the parties agree that should Contractor fail to achieve Substantial Completion by the date specified, then Contractor shall pay City, as liquidated damages and not as a penalty, the sum of ONE HUNDRED AND NO/100 DOLLARS (\$100) per day for each calendar day of unexcused delay in achieving Substantial Completion beyond the date specified for Substantial Completion in the Contract Documents. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in the Contract Documents for Final Completion and readiness for final payment or any proper extension thereof granted by City, Contractor shall pay City, as liquidated damages and not as a penalty, additional sum of ONE HUNDRED AND



**NO/100 DOLLARS (\$100)** per day for each calendar day of unexcused delay in achieving completion and readiness for final payment.

- A. **No Waiver of Rights or Liabilities**. Permitting Contractor to continue and finish the work, or any part thereof, beyond the dates specified for Substantial Completion and/or Final Completion and readiness for final payment shall not operate as a waiver on the part of the City of any of its rights under this Agreement. Any liquidated damages assessed pursuant to this section shall not relieve Contractor from liability for any damages or costs of other contractors caused by a failure of Contractor to complete the work as agreed.
- B. **Right to Withhold or Deduct Damages**. When liquidated damages are due and owing, City shall have the right to: (1) deduct the liquidated damages from any money in its hands or from any money otherwise due or to become due to Contractor; or to (2) initiate any applicable dispute resolution procedure for the recovery of liquidated damages within the times specified under this Agreement.
- C. Non-Cumulative. The parties agree and understand that the amounts set forth under this section for liquidated damages are not cumulative with one another. The amount set forth as liquidated damages for Contractor's failure to achieve Substantial Completion shall be assessed upon default and continue until Substantial Completion is attained. The amount set forth as liquidated damages for Contractor's failure to achieve Final Completion and readiness for payment shall be assessed after Substantial Completion is attained and apply until Final Completion is attained.
- D. **Additional Costs.** In addition to the liquidated damages set forth under this section, Contractor agrees to pay all costs and expenses incurred by City due to Contractor's delay in performance to include inspection fees, superintendence costs, and travel expenses.
- E. **Injunctive Relief.** The parties acknowledge that monetary damages may not be a sufficient remedy for Contractor's failure to achieve Substantial Completion or Final Completion in accordance with the terms of this Agreement, and that City shall be entitled, in addition to all other rights or remedies in law and equity, to seek injunctive relief.
- 7. **DELAYS AND DAMAGES.** The Contractor agrees to make no claim for extra or additional costs attributable to any delays, inefficiencies, or interference in the performance of this contract occasioned by any act or omission to act by the City except as provided in the Agreement. The Contractor also agrees that any such delay, inefficiency, or interference shall be compensated for solely by an extension of time to complete the performance of the work in accordance with the provision in the standard specification.
- 8. PUBLIC CONSTRUCTION BOND. As required by section 255.05, Florida Statutes, Contractor shall furnish a certified and recorded Public Construction Bond in the amount of <u>NINETY-FOUR THOUSAND</u>, <u>SIX HUNDRED NINETY-FOUR AND NO/100 DOLLARS (\$94,694)</u> as security for the faithful performance of the work as required and set forth in the Contract Documents within the time set forth for performance under this Agreement and for prompt payments to all persons defined in section 713.01, Florida Statutes, who furnish labor, services, or materials for the completion of the work provided for herein.
- FORCE MAJEURE. Neither party shall be liable for delay, damage, or failure in the performance
  of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond
  its reasonable control, including without limitation: fire, flood, strikes and labor disputes, acts of



war, acts of nature, terrorism, civil unrest, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions, or any other like reason which is beyond the control of the respective party ("Force Majeure"). The party affected by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.

- A. The party affected by force majeure shall provide the other party with full particulars thereof including, but not limited to, the nature, details, and expected duration thereof, as soon as it becomes aware.
- B. When force majeure circumstances arise, the parties shall negotiate in good faith any modifications of the terms of this Agreement that may be necessary or appropriate in order to arrive at an equitable solution. Contractor performance shall be extended for a number of days equal to the duration of the force majeure. Contractor shall be entitled to an extension of time only and, in no event, shall Contractor be entitled to any increased costs, additional compensation, or damages of any type resulting from such force majeure delays.
- 10. INSPECTION AND ACCEPTANCE OF THE WORK. Contractor shall report its progress to the City Project Manager as set forth herein. All services, work, and materials provided by Contractor under this Agreement shall be provided to the satisfaction and approval of the City Project Manager.
  - A. The City Project Manager shall decide all questions regarding the quality, acceptability, and/or fitness of materials furnished, or workmanship performed, the rate of progress of the work, the interpretation of the plans and specifications, and the acceptable fulfillment of the Agreement, in his or her sole discretion, based upon both the requirements set forth by City and the information provided by Contractor in its Bid. The authority vested in the City Project Manager pursuant to this paragraph shall be confined to the direction or specification of what is to be performed under this Agreement and shall not extend to the actual execution of the work.
  - B. Neither the City Project Manager's review of Contractor's work nor recommendations made by City Project Manager pursuant to this Agreement will impose on City Project Manager any responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident Contractor's furnishing and performing the work.
- 11. **TERMINATION AND DEFAULT**. Either party, upon determination that the other party has failed or refused to perform or is otherwise in breach of any obligation or provision under this Agreement or the Contract Document, may give written notice of default to the defaulting party in the manner specified for the giving of notices herein. Termination of this Agreement by either party for any reason shall have no effect upon the rights or duties accruing to the parties prior to termination.
  - A. **Termination by City for Cause**. City shall have the right to terminate this Agreement immediately, in whole or in part, upon the failure of Contractor to carry out any obligation, term, or condition of this Agreement. City's election to terminate the Agreement for default shall be communicated by providing Contractor written notice of termination in the manner specified for the giving of notices herein. Any notice of termination given to Contractor by



City shall be effective immediately, unless otherwise provided therein, upon the occurrence of any one or more of the following events:

- (1) Contractor fails to timely and properly perform any of the services set forth in the specifications of the Agreement;
- (2) Contractor provides material that does not meet the specifications of the Agreement;
- (3) Contractor fails to complete the work required within the time stipulated in the Agreement; or
- (4) Contractor fails to make progress in the performance of the Agreement and/or gives City reason to believe that Contractor cannot or will not perform to the requirements of the Agreement.
- B. Contractor's Opportunity to Cure Default. City may, in its sole discretion, provide Contractor with an opportunity to cure the violations set forth in City's notice of default to Contractor. Contractor shall commence to cure the violations immediately and shall diligently and continuously prosecute such cure to completion within a reasonable time as determined by City. If the violations are not corrected within the time determined to be reasonable by City or to the reasonable satisfaction of City, City may, without further notice, declare Contractor to be in breach of this Agreement and pursue all remedies available at law or equity, to include termination of this Agreement without further notice.
- C. **City's Remedies Upon Contractor Default**. In the event that Contractor fails to cure any default under this Agreement within the time period specified in this section, City may pursue any remedies available at law or equity, including, without limitation, the following:
  - (1) City shall be entitled to terminate this Agreement without further notice;
  - (2) City shall be entitled to hire another contractor to complete the required work in accordance with the needs of City;
  - (3) City shall be entitled to recover from Contractor all damages, costs, and attorney's fees arising from Contractor's default prior to termination; and
  - (4) City shall be entitled to recovery from Contractor any actual excess costs by: (i) deduction from any unpaid balances owed to Contractor; (ii) placing a claim against the public construction bond, or (iii) any other remedy as provided by law.
- D. **Termination for Convenience**. City reserves the right to terminate this Agreement in whole or in part at any time for the convenience of City without penalty or recourse. The City Project Manager shall provide written notice of the termination. Upon receipt of the notice, Contractor shall immediately discontinue all work as directed in the notice, notify all subcontractors of the effective date of the termination, and minimize all further costs to City including, but not limited to, the placing of any and all orders for materials, facilities, or supplies, in connection with its performance under this Agreement. Contractor shall be entitled to receive compensation solely for: (1) the actual cost of the work completed in conformity with this Agreement; and/or (2) such other costs incurred by Contractor as permitted under this Agreement and approved by City.
- 12. **PERFORMANCE EVALUATION**. At the end of the contract, City may evaluate Contractor's performance. Any such evaluation will become public record.



- 13. **NOTICE REGARDING FAILURE TO FULFILL AGREEMENT**. Any contractor who enters into an Agreement with the City of Ocala and fails to complete the contract term, for any reason, shall be subject to future bidding suspension for a period of **ONE (1)** year and bid debarment for a period of up to **THREE (3)** years for serious contract failures.
- 14. **CONTRACTOR REPRESENTATIONS**. Contractor expressly represents that:
  - A. Contractor has read and is fully familiar with all the terms and conditions of this Agreement, the Contract Documents, and other related data and acknowledges that they are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of the work to be performed by Contractor under this Agreement.
  - B. Contractor has disclosed, in writing, all known conflicts, errors, inconsistencies, discrepancies, or omissions discovered by Contractor in the Contract Documents, and that the City's written resolution of same is acceptable to Contractor.
  - C. Contractor has had an opportunity to visit, has visited, or has had an opportunity to examine and ask questions regarding the sites upon which the work is to be performed and is satisfied with the site conditions that may affect cost, progress, and performance of the work, as observable or determinable by Contractor's own investigation.
  - D. Contractor is satisfied with the site conditions that may affect cost, progress, and performance of the work, as observable or determinable by Contractor's own investigation.
  - E. Contractor is familiar with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement whatsoever.
  - F. Public Entity Crimes. Neither Contractor, its parent corporations, subsidiaries, members, shareholders, partners, officers, directors, or executives, nor any of its affiliates, contractors, suppliers, subcontractors, or consultants under this Agreement have been placed on the convicted vendor list following a conviction of a public entity crime. Contractor understands that a "public entity crime" as defined in section 287.133(1)(g), Florida Statutes, is "a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States..." Contractor further understands that any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime: (1) may not submit a bid, proposal, or reply on a contract: (a) to provide any goods or services to a public entity; (b) for the construction or repair of a public building or public work; or (c) for leases of real property to a public entity; (2) may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and (3) may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- 15. **CONTRACTOR RESPONSIBILITIES**. Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of the Contractor:
  - A. Contractor shall competently and efficiently supervise, inspect, and direct all work to be performed under this Agreement, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents.



- B. Contractor shall be solely responsible for the means, methods, techniques, sequences, or procedures of construction and safety precautions or programs incident thereto.
- C. Contractor shall be responsible to see that the finished work complies accurately with this Agreement and the intent thereof.
- D. Contractor shall comply with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement, including, but not limited to obtaining all permits, licenses, and other authorizations necessary for the prosecution of the work and be responsible for all costs associated with same.
- E. Contractor shall operate and cause all construction equipment and materials supplied for or intended to be utilized in the Project to be operated and stored in only those areas prescribed by City. This includes the operations of workmen.
- F. Contractor shall be fully responsible for receipt, inspection, acceptance, handling, and storage of all construction equipment and materials supplied for or intended to be utilized in the Project, whether furnished by Contractor or City. Contractor shall be responsible for providing adequate safeguards to prevent loss, theft, damage, or commingling with other materials or projects.
- G. Contractor shall continue its performance under this Agreement during the pendency of any dispute or disagreement arising out of or relating to this Agreement, except as Contractor and City may otherwise agree in writing.
- 16. **NO EXCLUSIVITY**. It is expressly understood and agreed by the parties that this is not an exclusive agreement. Nothing in this Agreement shall be construed as creating any exclusive arrangement with Contractor or as prohibit City from either acquiring similar, equal, or like goods and/or services or from executing additional contracts with other entities or sources.
- 17. **RIGHT OF ACCESS AND OTHER WORK PERFORMED BY THIRD PARTIES**. City may perform additional work related to the Project itself, or have additional work performed by utility service companies, or let other direct contracts therefore which shall contain General Conditions similar to these. Contractor shall afford the utility service companies and the other contractors who are parties to such direct contracts (or City if City is performing the additional work with City's employees) reasonable opportunity for the introduction and storage of materials and equipment and the execution of work and shall properly connect and coordinate his work with theirs.
  - A. If any part of Contractor's work depends for proper execution or results upon the work of any such other contractor or utility service company (or City), Contractor shall inspect and promptly report to City in writing any latent or apparent defects or deficiencies in such work that render it unsuitable for such proper execution and results. Contractor's failure to so report shall constitute an acceptance of the other work as fit and proper for integration with Contractor's work except for latent or non-apparent defects and deficiencies in the other work.
  - B. Contractor shall do all cutting, fitting, and patching of work that may be required to make the parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work, and will only cut or alter their work with the written consent of City.



- 18. **STORAGE OF MATERIALS/EQUIPMENT**. Contractor shall be fully responsible for receipt, inspection, acceptance, handling, and storage of equipment and materials (whether furnished by Contractor or City) to be utilized in the performance of or incorporated into the work.
- 19. RESPONSIBILITIES OF CITY. City or its representative shall issue all communications to Contractor. City has the authority to request changes in the work in accordance with the terms of this Agreement and with the terms in Exhibit A – Scope of Work. City has the authority to stop work or to suspend any work.
- 20. **COMMERCIAL AUTO LIABILITY INSURANCE.** Contractor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of commercial auto liability insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage arising out of Contractor's operations and covering all owned, hired, scheduled, and non-owned automobiles utilized in said operations. If Contractor does not own vehicles, Contractor shall maintain coverage for hired and non-owned automobile liability, which may be satisfied by way of endorsement to Contractor's Commercial General Liability policy or separate Commercial Automobile Liability policy.
- 21. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Contractor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of Commercial General Liability insurance with limits not less than:
  - A. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate (or project aggregate, if a construction project) for bodily injury, property damage, and personal and advertising injury; and
  - B. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate (or project aggregate, if a construction project) for products and completed operations.
  - C. Policy must include coverage for contractual liability and independent contractors.
  - D. Policy must include Additional Insured coverage in favor of the City that is no less restrictive than that afforded under the CG 20 26 04 13 Additional Insured Form.
- 22. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Worker's Compensation insurance shall be provided by Contractor as required by Chapter 440, Florida Statutes, or any other applicable state or federal law, including the U.S. Longshoremen's and Harbor Workers Compensation Act and the Jones Act.
  - A. Contractor shall similarly require any and all subcontractors to afford such coverage for all of its employees as required by applicable law.
  - B. Contractor shall waive and shall ensure that Contractor's insurance carrier waives, all subrogation rights against the City of Ocala and its officers, employees, and volunteers for all losses or damages. Contractor's policy shall be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or its equivalent.
  - C. Exceptions and exemptions to this Section may be allowed at the discretion of the City's Risk Manager on a case-by-case basis in accordance with Florida Statutes and shall be evidenced by a separate waiver.



23. **POLLUTION LIABILITY INSURANCE.** Contractors providing services related to the handling, transporting, or abatement of hazardous materials shall provide, for a period of Three (3) Years after final completion of the Work, pollution liability insurance coverage for claims arising from the discharge, dispersal, release, or escape of any irritant or contaminant into or upon land, any structure, the atmosphere, watercourse, or body of water, including groundwater, in an amount not less than One Million Dollars (\$1,000,000) per claim, and Two Million Dollars (\$2,000,000) aggregate limit. This shall also include coverage for claims of: (a) clean up, either on-site or off site; (b) third party liability, including bodily injury, property damage, natural resource damage, third party property loss of use/revenue, and clean up; and/or (c) costs incurred for the investigation, defense, or settlement of claims, fines, or penalties.

## 24. ADDITIONAL INSURANCE REQUIREMENTS.

- A. Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by Contractor shall not be interpreted as limiting Contractor's liability or obligations under this Agreement. City does not in any way represent that these types or amounts of insurance are sufficient or adequate enough to protect Contractor's interests or liabilities or to protect Contractor from claims that may arise out of or result from the negligent acts, errors, or omissions of Contractor, any of its agents or subcontractors, or for anyone whose negligent act(s) Contractor may be liable.
- B. No insurance shall be provided by the City for Contractor under this Agreement and Contractor shall be fully and solely responsible for any costs or expenses incurred as a result of a coverage deductible, co-insurance penalty to include any loss not covered because of the operation of such deductible, co-insurance penalty, or coverage exclusion or limitation.
- C. Certificates of Insurance. No work shall be commenced by Contractor under this Agreement until the required Certificate of Insurance and endorsements have been provided nor shall Contractor allow any subcontractor to commence work until all similarly required certificates and endorsements of the subcontractor have also been provided. Work shall not continue after expiration (or cancellation) of the Certificate of Insurance and work shall not resume until a new Certificate of Insurance has been provided. Contractor shall provide evidence of insurance in the form of a valid Certificate of Insurance (binders are unacceptable) prior to the start of work contemplated under this Agreement to: City of Ocala. Attention: Procurement & Contracting Department, Address: 110 SE Watula Avenue, Third Floor, Ocala Florida 34471, E-Mail: vendors@ocalafl.gov. Contractor's Certificate of Insurance and required endorsements shall be issued by an agency authorized to do business in the State of Florida with an A.M. Best Rating of A or better. The Certificate of Insurance shall indicate whether coverage is being provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- D. City as an Additional Insured. The City of Ocala shall be named as an Additional Insured and Certificate Holder on all liability on all liability policies identified in this Section with the exception of Workers' Compensation, Auto Liability (except when required by Risk Management) and Professional Liability policies. Workers Compensation policy must contain a Waiver of Subrogation in favor of the City.
- E. **Notice of Cancellation of Insurance**. Contractor's Certificate of Insurance shall provide **THIRTY (30) DAY** notice of cancellation, **TEN (10) DAY** notice if cancellation is for non-



payment of premium. In the vent that Contractor's insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the certificate holder. Additional copies may be sent to the City of Ocala at <a href="mailto:vendors@ocalafl.gov">vendors@ocalafl.gov</a>.

- F. **Failure to Maintain Coverage**. The insurance policies and coverages set forth above are required and providing proof of and maintaining insurance of the types and with such terms and limits set forth above is a material obligation of Contractor. Contractor's failure to obtain or maintain in full force and effect any insurance coverage required under this Agreement shall constitute material breach of this Agreement.
- G. **Severability of Interests**. Contractor shall arrange for its liability insurance to include or be endorsed to include a severability of interests/cross-liability provision so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.
- 27. **SAFETY/ENVIRONMENTAL.** Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Contractor shall make an effort to detect hazardous conditions and shall take prompt action where necessary to avoid accident, injury or property damage. EPA, DEP, OSHA and all other applicable safety laws and ordinances shall be followed as well as American National Standards Institute Safety Standards. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
  - A. All employees on the work and other persons that may be affected thereby;
  - B. All work, materials, and equipment to be incorporated therein, whether in storage on or off the site; and
  - C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

All, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, any subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall be remedied by Contractor. Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as the work is completed and accepted by City.

- 28. **TRAFFIC CONTROL AND BARRICADES.** The Contractor shall mitigate impact on local traffic conditions to all extents possible. The Contractor is responsible for establishing and maintaining appropriate traffic control and barricades. The Contractor shall provide sufficient signing, flagging, and barricading to ensure the safety of vehicular and pedestrian traffic at all locations where work is being done under this Agreement.
  - a. In addition to the requirements set forth in its bid, the Contractor shall maintain at all times a good and sufficient fence, railing or barrier around all exposed portions of said work in such a manner as to warn vehicular and pedestrian traffic of hazardous conditions.



- b. Should Contractor fail to properly barricade his work or stored material sites in the manner outlined above, the City may have the necessary barricading done, and all cost incurred for said barricading shall be charged to the Contractor.
- 29. **WORK SITE AND CLEANUP.** Daily, during the progress of the work, Contractor shall keep the premises free from accumulations of waste materials, rubbish, and all other debris resulting from the work. At the completion of the work, Contractor shall remove all waste materials, rubbish, and debris from and about the premises, as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by City. Contractor shall provide an inventory listing of all surplus materials in an area designated by City. Contractor shall restore to their original condition those portions of the site not designated or alteration by the Contract.
- 30. **CONSTRUCTION SURVEY LAYOUT.** The work to be performed pursuant to survey work provided by City shall be completed as necessary to establish all proper alignments, right of way, easements, benchmarks, elevations, and grade stakes to complete all phases of this Contract.
  - A. Contractor shall immediately bring to City's attention any survey issues that would impede the Contractor's completion of the work. The work performed pursuant to survey work at the Contractor's expense pursuant to this Agreement shall be prepared by a licensed surveyor and provided to the City. Any survey issues with these surveys that would impede the Contractor's completion of the work shall immediately be brought to the City's attention. If additional or corrective survey work is required, it shall be at Contractor's expense.
  - B. The City Project Manager shall establish a number of benchmarks on the project which in their opinion will enable the Contractor to perform the work. If Contractor shall remove or destroy any stake, marker, or benchmark on the work without first having secured the approval of the City Project Manager, such stake, or benchmark shall be re-established by and at Contractor's expense.
  - C. It shall be the responsibility of Contractor to preserve all adjacent property corner markers which might be affected by their operations and replace same if undermined. Corner locations known by City will be made available to Contractor. All original field notes, calculations, and other documents developed by the surveyor in conjunction with this work shall be given to City and become City property. All surveying work must be in accordance with Chapters 177 and 472 of Florida Statutes and Chapter 6IG17 of the Florida Administrative Code.
- 31. **NON-DISCRIMINATORY EMPLOYMENT PRACTICES**. During the performance of the contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, sexual orientation, gender identity, marital or domestic partner status, familial status, or veteran status and shall take affirmative action to ensure that an employee or applicant is afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.
- 32. **SUBCONTRACTORS.** Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by City or its representatives to any subcontractor of Contractor or any other persons or organizations having a direct contract with Contractor, nor shall it create any obligation on the part of City or its representatives to pay or seek payment of any monies to any



subcontractor of Contractor or any other persons or organizations having a direct contract with Contractor, except as may otherwise be required by law. City shall not be responsible for the acts or omissions of any Contractor, subcontractor, or of any of their agents or employees, nor shall it create any obligation on the part of City or its representatives to pay or to seek the payment of any monies to any subcontractor or other person or organization, except as may otherwise be required by law.

- 33. **EMERGENCIES**. In an emergency affecting the welfare and safety of life or property, Contractor, without special instruction or authorization from the City Project Manager, is hereby permitted, authorized, and directed to act at its own discretion to prevent threatened loss or injury. Except in the case of an emergency requiring immediate remedial work, any work performed after regular working hours, on Saturdays, Sundays, or legal holidays, shall be performed without additional expense to the City unless such work has been specifically requested and approved by the City Project Manager. Contractor shall be required to provide to the City Project Manager with the names, addresses and telephone numbers of those representatives who can be contacted at any time in case of emergency. Contractor's emergency representatives must be fully authorized and equipped to correct unsafe or excessively inconvenient conditions on short notice by City or public inspectors.
- 34. **INDEPENDENT CONTRACTOR STATUS.** Contractor acknowledges and agrees that under this Agreement, Contractor and any agent or employee of Contractor shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the services and work required under this Agreement. Neither Contractor nor its agents or employees shall represent or hold themselves out to be employees of City at any time. Neither Contractor nor its agents or employees shall have employee status with City. Nothing in this Agreement shall constitute or be construed to create any intent on the part of either party to create an agency relationship, partnership, employer-employee relationship, joint venture relationship, or any other relationship which would allow City to exercise control or discretion over the manner or methods employed by Contractor in its performance of its obligations under this Agreement.
- 35. **ACCESS TO FACILITIES.** City shall provide Contractor with access to all City facilities as is reasonably necessary for Contractor to perform its obligations under this Agreement.
- 36. **ASSIGNMENT.** Neither party may assign its rights or obligations under this Agreement to any third party without the prior express approval of the other party, which shall not be unreasonably withheld.
- 37. **RIGHT OF CITY TO TAKE OVER CONTRACT.** Should the work to be performed by Contractor under this Agreement be abandoned, or should Contractor become insolvent, or if Contractor shall assign or sublet the work to be performed hereunder without the written consent of City, the City Project Manager shall have the power and right to hire and acquire additional men and equipment, supply additional material, and perform such work as deemed necessary for the completion of this Agreement. Under these circumstances, all expenses and costs actually incurred by City to accomplish such completion shall be credited to City along with amounts attributable to any other elements of damage and certified by the City Project Manager. The City Project Manager's certification as to the amount of such liability shall be final and conclusive.
- 38. **PUBLIC RECORDS.** The Contractor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, the Contractor shall:



- A. Keep and maintain public records required by the public agency to perform the service.
- B. Upon request from the public agency's custodian of public records, provide the public agency 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 in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. 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 Contractor does not transfer the records to the public agency.
- D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: <a href="mailto:clerk@ocalafl.gov">clerk@ocalafl.gov</a>; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

- 39. **AUDIT.** Contractor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.
- 40. **PUBLICITY.** Contractor shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.
- 41. **E-VERIFY.** Pursuant to section 448.095, Contractor shall register with and use the U.S. Department of Homeland Security's ("DHS") E-Verify System, accessible at <a href="https://e-verify.uscis.gov/emp">https://e-verify.uscis.gov/emp</a>, to verify the work authorization status of all newly hired employees. Contractor shall obtain affidavits from any and all subcontractors in accordance with paragraph 2(b) of section 448.095, Florida Statutes, and maintain copies of such affidavits for the duration of this Agreement. By entering into this Agreement, Contractor certifies and ensures that it utilizes and will continue to utilize the DHS E-Verify System for the duration of this Agreement and any subsequent renewals of same. Contractor understands that failure to comply with the requirements of this section shall result in the termination of this Agreement and Contractor may lose the ability to be awarded a public contract for a minimum of one (1) year after the date on which the Agreement was terminated. Contractor shall provide a copy of its DHS Memorandum



- of Understanding upon City's request. Please visit www.e-verify.gov for more information regarding the E-Verify System.
- 42. **CONFLICT OF INTEREST.** Contractor is required to have disclosed, with the submission of their bid, the name of any officer, director, or agent who may be employed by the City. Contractor shall further disclose the name of any City employee who owns, directly or indirectly, any interest in Contractor's business or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.
- 43. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power, or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power, or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.
- 44. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.
- 45. INDEMNITY. Contractor shall indemnify, defend, and hold harmless City and its elected officials, employees and volunteers against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful acts of Contractor, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Contractor.
- 46. NO WAIVER OF SOVEREIGN IMMUNITY. The foregoing indemnification shall not constitute a waiver of the City's sovereign immunity beyond the limits set forth in section 768.28, Florida Statutes. Nor shall the same be construed to constitute agreement by Contractor to indemnify City for the negligent acts or omissions of City, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement.
- 47. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

Thomas F. Amodeo D/B/A A&A Trucking & Excavating If to Contractor:

> Attention: Lisa Amodeo 2080 NW 35th Street Ocala, Florida 32663 Phone: 352-351-2042

Cell: 352-804-2450

E-mail: artofdstruction@aol.com



If to City of Ocala: Daphne M. Robinson, Esq., Contracting Officer

City of Ocala

110 SE Watula Avenue, Third Floor

Ocala, Florida 34471 Phone: 352-629-8343

E-mail: <u>notices@ocalafl.gov</u>

Copy to: William E. Sexton, Esq., City Attorney

City of Ocala

110 SE Watula Avenue, Third Floor

Ocala, Florida 34471 Phone: 352-401-3972

E-mail: wsexton@ocalafl.gov

- 48. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.
- 49. JURY WAIVER. IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.
- 50. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the state of Florida and shall in all respects be governed, construed, applied, and enforced in accordance with the laws of the state of Florida.
- 51. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any



- objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.
- 52. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.
- 53. **MUTUALITY OF NEGOTIATION.** Contractor and City acknowledge that this Agreement is a result of negotiations between Contractor and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.
- 54. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
- 55. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.
- 56. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
- 57. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
- 58. **ELECTRONIC SIGNATURE(S).** Contractor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.
- 59. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements, or understandings, oral, written, or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.
- 60. **LEGAL AUTHORITY**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.



ATTEST:	CITY OF OCALA
ingel B. Jacobs City Clerk	City Council President
Approved as to form and legality:	Printed Name  A&A TRUCKING & EXCAVATING
	(Signature)
y:(Printed Name)	By:(Printed Name)
tle:	Title:(Title of Authorized Signatory)

#### **BACKGROUND**

- Contractor shall provide services for the Parking Garage #2 site building demolition. The project consists
  of demolishing the existing buildings located on the City of Ocala's Parking Garage #2 construction site.
  The buildings were formerly the Mt. Moriah Baptist Church and are located at the following parcel
  #s/addresses: #2853-026-004/206 SW Broadway St, #2853-026-003/55 SW 3rd Ave,
  #2853-027-005/123 SW 3rd Ave.
- 2. The project includes but is not limited to: demolition and removal of the building structures and disconnection and removal of utility services serving the buildings as per the demolition specifications Exhibit B 024116 Structure Demolition and as shown in the plan set Exhibit C Plan Set Parking Garage #2 Demolition. Contractor shall reference Exhibit D Asbestos Survey Reports prior to demolishing each structure and obtain appropriate permits and take the appropriate action to abate any asbestos during the demolition process. Exhibit E Marion County Property Appraiser Property Record Cards are provided for the Contractor's information to assist with the demolition process.
- 3. Contractor shall be responsible for providing all materials, labor, and equipment (in good working condition) to complete the demolition, removal, and hauling away of materials for this project.

**NOTE:** There is a historical marker and a stained-glass window on the building structure, parcel **#2853-026-003/55 SW 3rd Avenue** that will be preserved. Contractor shall remove preserve and deliver the items above to the City's Project Manager. These are identified in the plan set **Exhibit C.**, and **Addendum #1.** 

### **REQUIREMENTS**

Contractor shall use lead-safe practices during total demolition activities.

### **PERMIT REQUIREMENTS**

- 1. **Permits Required:** Contractor shall be responsible for obtaining the following City of Ocala permits at no additional cost to the City:
  - Demolition
  - Right of Way
- 2. **Estimated Permit Cost:** The estimated permit costs are \$500. Permit Fee Schedule: For information regarding permitting fees, please visit the following link:
  - https://www.ocalafl.org/home/showpublisheddocument/490/637545367420930000
- 3. Permit Application: The ROW Utilization Permit Application is available under "Documents" at: <a href="https://www.ocalafl.org/government/city-departments-a-h/city-engineer-s-office">https://www.ocalafl.org/government/city-departments-a-h/city-engineer-s-office</a>
- 4. **Construction Permit Applications:** For construction permits and related documents, please visit:
  - https://www.ocalafl.gov/government/city-departments-a-h/growth-management/building/construction-permits

#### **MOBILIZATION AND MAINTENANCE OF TRAFFIC**

- Obtaining of required permits and the moving of the Contractor operations and equipment required for construction.
- Provide on-site construction power and wiring, as needed.

• The Contractor will not be permitted to use the City's sanitary facilities during construction. Posting of OSHA required notices and establishing of safety programs and procedures.

#### **ANTICIPATED TASKS, DELIVERABLES AND HOURS**

- Anticipated Tasks: The Contractor may be required to perform the following types of services for the City of Ocala. This list is not an attempt to exclusively define those specific activities the Contractor will perform.
  - a) Pre-demolition photographs or video: show existing conditions of adjoining construction and site improvements, including finish surfaces, that might be misconstrued as damage caused by building demolition operations. Submit before the Work begins.
  - b) Contractor shall provide two construction signs for this project as specified in **Exhibit F Construction Sign.**
  - c) Install temporary chain link construction fencing around proposed demolition site with gate and lock. Contractor must provide a key to lock to the City Project Manager.
  - d) Removal of items identified to be preserved and delivered to a location designated by City.
  - e) Disconnection and removal of electric meter and electrical service. Buried electrical service may be disconnected at the right of way and abandoned in place.
  - f) Disconnection of water service at customer side of water meter. Buried water piping may be abandoned in place.
  - g) Disconnection and removal of gas meters and capping of gas lines at property line. Buried gas line may be abandoned in place.
  - h) Disconnection and removal of any other utilities serving the structure, i.e., fiber, phone, cable etc., back to the nearest ROW line. In-ground utilities may be disconnected at the property line and abandoned in place.
  - i) Abatement of asbestos-containing materials identified within building structures.
  - j) Demolition and removal of building structures.
  - k) Any water wells will be capped according to City requirements and the Florida Building and Plumbing codes.
  - I) All septic tanks shall be pumped, crushed, and backfilled according to City of Ocala requirements, the Florida building and plumbing codes, and Marion County Health Department requirements.
  - m) Disturbed areas shall be graded and seed/mulched after construction.
- 2. **Deliverables:** Contractor shall provide monthly reports of all Task Work Orders in progress. Deliverables shall be accepted by the City of Ocala Project Manager before payment for such work.
- 3. **Working Hours:** The normal/standard working hours for this project are 7:00 AM 5:00 PM Monday through Friday, excluding holidays. Contractor shall provide (**forty-eight) 48-hour** advance notice to City Project Manager for work outside normal shift hours. The city may decline the request.
- 4. **Emergency Work Hours:** The Contractor must have available staff on site and prepared to begin work within **two (2) hours** notification of any work deemed "Emergency" (this includes all storm related

- emergencies). If the work is not completed or staff is not on site by contract timelines the contract will be considered in default.
- 5. Upon declaration of default, the City will have full power to appropriate or use any or all suitable and acceptable materials and equipment on the site and may enter an agreement with others to complete the work under the contract or may use other methods to complete the work in an acceptable manner. The City will charge all costs that the City incurs because of the Contractor's default, including the costs of completing the work under the contract, against the Contractor.
- 6. If, after default notice by the City, and prior to any action by the City to otherwise complete the work under the contract, the Contractor establishes their intent to prosecute the work in accordance with the City's requirements, then the City may allow the Contractor to resume the work, in which case the City will deduct from any monies due or that may become due under the contract, any costs to the City incurred by the delay, or from any reason attributable to the delay.

#### PROJECT SPECIFICATIONS

### This project will require the Contractor to follow the following plans and specifications:

- 1. Building demolition specifications attached as Exhibit B.
- 2. Plan set for the project attached as Exhibit C.
- 3. Asbestos survey reports attached as Exhibit D.
- 4. Construction sign specification attached as Exhibit F.
- 5. Septic tank permits must be obtained from the Marion County Growth Management Services Department located at 2710 East Silver Springs Blvd., Ocala. Information regarding septic tank permitting can be obtained by calling the septic permitting office at 352-438-2417.
- 6. City of Ocala Standard Specifications for Construction of Streets, Stormwater, Traffic, Water, and Sewer Infrastructure available at: <a href="https://www.ocalafl.gov/home/showpublisheddocument/24606">www.ocalafl.gov/home/showpublisheddocument/24606</a>
- 7. Florida Department of Transportation Standard Specifications (FDOT) for Road and Bridge Construction, latest edition available at: <a href="https://www.fdot.gov/programmanagement/Implemented/SpecBooks/">https://www.fdot.gov/programmanagement/Implemented/SpecBooks/</a>
- 8. Florida Department of Transportation Standard Plans for Road and Bridge Construction (latest edition): <a href="https://www.fdot.gov/design/standardplans/sprbc.shtm">https://www.fdot.gov/design/standardplans/sprbc.shtm</a>
- 9. Florida Department of Transportation Florida Greenbook (latest edition) can be obtained by downloading from: <a href="https://www.fdot.gov/roadway/floridagreenbook/fgb.shtm">www.fdot.gov/roadway/floridagreenbook/fgb.shtm</a>
- 10. Manual on Uniform Traffic Control Devices (MUTCD), available at: <a href="https://www.fdot.gov/traffic/trafficservices/mutcd.shtm">https://www.fdot.gov/traffic/trafficservices/mutcd.shtm</a>
- 11. FDOT Design Standards available at: <a href="https://www.fdot.gov/design/standardplans/DS.shtm">https://www.fdot.gov/design/standardplans/DS.shtm</a>
- 12. All work must be in compliance with the Florida Building Code, latest edition. For information, please visit the following link: <a href="https://floridabuilding.org/c/default.aspx">https://floridabuilding.org/c/default.aspx</a>
- 13. Contractor must have the above listed documents in addition to up-to-date copies of shop drawings, plans and bid document at job sites at all times.
- 14. All material & construction equipment must meet FDOT Standard Specifications for Road and Bridge, latest edition. Substantial completion date will start warranty period for each project assigned.

## CONTRACTOR EMPLOYEES AND EQUIPMENT

- 1. Contractor must utilize competent employees in performing the work. Employees performing the work must be properly licensed or qualified as required by the scope/project.
- 2. An employee roster shall be provided for all projects assigned.
- 3. Contractor shall provide an assigned Project Manager, who will be the primary point of contact. Contractor must provide a valid telephone number, email, and address at all times to the City Project Manager. The telephone must be answered during normal working hours or voicemail must be available to take a message.
- 4. At the request of the City, the Contractor must replace any incompetent, unfaithful, abusive, or disorderly person in their employment. The City and the Contractor must each be promptly notified by the other of any complaints received.
- 5. The Contractor's employees shall wear suitable work clothes and personal protective equipment as defined by OSHA (hard hats, bucket harnesses, etc.) and meeting Manual on Uniform Traffic Control Devices (MUTCD) and National Electrical Safety Code (NESC) requirements as indicated for all work conducted and be as clean and in as good appearance as the job conditions permit.
- 6. Contractor shall operate as an independent contractor and not as an agent, representative, partner, or employee of the City of Ocala, and shall control their operations at the work site, and be solely responsible for the acts or omissions of their employees.
- 7. No smoking is allowed on City property or projects.
- 8. Contractor must possess/obtain all required equipment to perform the work. A list of equipment shall be provided to the City upon request.
- 9. All company vehicles and uniforms must have a visible company name/logo.

#### **SAFETY**

- 1. Contractor is solely responsible for ensuring safety during demolition and for conformance to all applicable OSHA standards; and local, state, and national codes concerning safety provisions for their employees, sub-contractors, all building and site occupants, staff, public, and all persons in or around the work area.
- 2. Job site visits by City staff do not constitute approval, awareness, or liability for any hazardous condition.
- 3. Contractor shall be responsible for securing their equipment, materials, clothing, and other property.
- 4. In no event shall the City be responsible for any damages to any of the Contractor's equipment, materials, property, or clothing lost, damaged, destroyed or stolen.

#### CITY OF OCALA RESPONSIBILITIES

- 1. The City of Ocala will furnish the following services/data to the Contractor for the performance of services:
  - a) Provide access to drawings, specifications, schedules, reports, and other information prepared by/for the City of Ocala pertinent to the Contractor's responsibilities.
  - b) Access to City buildings and facilities to perform the work.

2. The City reserves the right to purchase any materials for the Contractor to use. The Contractor shall not charge a mark-up fee for material furnished by the City.

#### **CONTRACTOR RESPONSIBILITIES**

- 1. The Contractor shall complete all work performed under this contract in accordance with policies and procedures of the City of Ocala and all applicable State and Federal laws, policies, procedures, and guidelines.
- 2. Contractor shall obtain and pay for any and licenses, additional equipment, dumping and/or disposal fees, etc., required to fulfill this contract.
- 3. Demolition shall be in compliance with all requirements and instructions of applicable manufacturers.
- 4. If the Contractor is advised to leave a property by the property owner or their representative, the Contractor shall leave at once without altercation. Contractor shall then contact the City Project Manager within 24 hours and advise of the reason for not completing the assigned project.
- 5. Contractor is responsible for any and all damages including but not limited to buildings, curbing, pavement, landscaping, or irrigation systems caused by their activity. Should any public or private property be damaged or destroyed, the Contractor, at their expense, shall repair or make restoration as acceptable to the City of destroyed or damaged property no later than one (1) month from the date damage occurred.
- 6. Data collected by the Contractor shall be in a format compatible with, or easily converted to City's databases. A sequential naming convention should be applied to the files and documentation provided to the City.
- 7. The Contractor shall ensure that all documents prepared under this contract have been prepared on a Windows-based operating system computer using the most current version of Microsoft Office, which includes: Word, Excel, Power Point, Access, or any other software as specified and approved by City staff.
- 8. Contractor must thoroughly read Pre-Demolition Asbestos Inspection Report and adhere to all Florida Department of Environmental Protection (FDEP) asbestos-related guidelines while demolishing the structure.
- 9. No work shall commence until Contractor has submitted proof of #62-257.900(1) Notice of Demolition\* to FDEP and provide proof of mailing to the City Project Manager. Contractor must wait ten (10) business days (excluding holidays as observed by the State of Florida) after the confirmed delivery date, prior to starting demolition. Acceptable forms of proof are as follows:
  - a. USPS Certified Mail receipt
  - b. FedEx tracking receipt
  - c. Similar mailing methods, where delivery date can be verified.
  - \* Notice of Demolition can be found at the link below:

#### https://floridadep.gov/air/ru1es/forms/asbestos/AsbestosNotificatioFormdep6225%207900(1%20).pdf

10. **Erosion Sediment and Flood Control:** Provide, maintain, and operate temporary facilities to control erosion and sediment, and to protect work and existing facilities from flooding during construction. Maintain drainage ways and construct temporary drainage facilities to allow runoff to flow properly.

- 11. **Testing Requirements:** Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required. Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to City Project Manager. Results of all required testing and inspections shall be submitted to the City Project Manager. For other requirements for tests and inspection refer to Article 14 in the City of Ocala Standard Specifications for Construction of Streets, Stormwater, Traffic, Water and Sewer Infrastructure.
- 12. **Removed Facilities:** The Mt. Moriah Historical Marker and stained-glass window **must** be preserved and delivered to the location designated by the City of Ocala. Coordination shall be made with the City Project Manager.
- 13. A temporary fence is to be installed before the demo begins. The Contractor is to remove fencing after the City approves the final inspection of the site.
- 14. Seven (7) trees that need to stay on this project have been ribboned. All other landscaping needs to be removed.

#### **SUB-CONTRACTORS**

- 1. Contractor must perform a minimum of 60% of the work with their own forces.
- 2. Services assigned to sub-contractors must be approved in advance by the City Project Manager.

#### **CONSTRUCTION WORK AREAS**

- 1. The City of Ocala is not responsible for providing property or lay down yards to the Contractor for their materials or equipment. If private property is used, the City requires a copy of the agreement between the property owner and the Contractor. Utilizing private property without written permission is prohibited.
- 2. Components of the project, including temporary work and storage areas, will be located on-site per project. Staging areas will be located at project locations. Material and equipment staging areas will be kept in a clean and orderly fashion.
- 3. Provide on-site sanitary facilities as required by governing agencies.
- 4. Construction work area must be backfilled or protected by construction fencing at the end of each business day. Any work areas in roadways must at least be filled temporarily with asphalt millings or covered with a FDOT approved steel road plate before the roadway can be opened to traffic. If millings are used the Contractor must maintain the millings daily until the millings are replaced with permanent asphalt.

#### SITE HOUSEKEEPING AND CLEANUP

- Waste/Debris: The Contractor shall keep the premises free at all times from accumulation of waste materials and rubbish caused by operations and employees. Contractor shall provide approved containers for collection and disposal of waste materials, debris, and rubbish. Contractor shall dispose of debris in a legal manner. At least once weekly dispose of such waste materials, debris, and rubbish off-site.
- 2. Cleanup: Periodic cleanup to avoid hazards or interference with operations at the site, and to leave the site in a reasonable neat condition. Work site will be completely cleaned after each day of work. Sweep all roadways affected by the construction and where adjacent to work daily.

- 3. Water Use: The use of water to prevent the blowing of dust and debris during cutting/demolition operations and or cleaning operations is mandatory.
- 4. Individual Project Cleaning: At completion of each individual project, Contractor shall remove from the site all tools, equipment, surplus materials, debris, temporary facilities, scaffolding, and equipment. The areas of work shall be swept thoroughly and all marks, stains, rust, dirt, paint drippings, and the like shall be removed from all new and existing work, to the satisfaction of the Owner.
- 5. Final Cleaning: Upon completion of work, clean entire work area/project site as applicable.
  - a. Leave the work and adjacent areas affected in a cleaned condition satisfactory to the City Project Manager.
  - b. Contractor shall clean and remove from the premises, all surplus and discarded materials, rubbish, and temporary structures, and shall restore in an acceptable manner all property, both public and private, which has been damaged during the prosecution of the work and shall have the work in a neat and presentable condition. Note: Any and all debris shall be removed from the premises. New construction debris, trash, etc., shall not be left or buried on site.
  - c. Broom clean exterior paved driveways and parking areas and hose clean sidewalks and concrete exposed surfaces if impacted by work or included in the work area.

## **SUBMITTALS**

- 1. Provide submittals as required by City of Ocala Standard Specifications for Construction of Streets, Stormwater, Traffic, Water and Sewer Infrastructure.
- 2. Submit copies of permits and approvals for construction as required by laws and regulations of governing agencies.
- 3. Submit temporary construction parking area plans, storage yard, storage trailer location, staging area plan, and plan for disposal of waste materials.

#### **SAFETY**

- The Contractor shall be solely responsible for ensuring safety during construction, and for conformance
  to all applicable OSHA standards; and local, state, and national codes concerning safety provisions for
  their employees, sub-contractors, all building and site occupants, staff, public, and all persons in or
  around the work area.
- 2. Job site visits by City staff do not constitute approval, awareness, or liability for any hazardous condition.
- 3. Contractor shall be responsible for securing their equipment, materials, clothing, and other property.
- 4. Prior to completion, storage and adequate protection of all material and equipment will be the Contractor's responsibility.
- 5. In no event shall the City be responsible for any damages to any of the Contractor's equipment, materials, property, or clothing lost, damaged, destroyed, or stolen.



## Addendum #1



**Date:** October 28, 2024

**To:** All bidders

**From:** Eileen Marquez, Senior Buyer

**Solicitation Number:** ITB# CIP/241097

**Solicitation Title:** Demolition and Removal Services: Parking Garage #2 Site

Building

## **SECTION 1. QUESTIONS AND ANSWERS**

1.1 QUESTION: Who will be disconnecting water and electric service?

ANSWER: The City will be disconnecting water and Electric service.

#### SECTION 2. SOLICITATION ADDITIONS, CLARIFICATIONS AND CORRECTIONS

- 2.1 REVISED 10.28.2024 Exhibit G Price Proposal has been added to this solicitation.
- 2.2 Trees that will be staying will be ribboned. Every tree that is NOT ribboned will be removed.
- 2.3 Slabs are part of this solicitation.
- 2.4 Additional things that may come up need to be discussed with the City Project Manager, in case they need to be saved.
- 2.5 With the land clearing, bushes need to be removed. Replace with seed and mulch.

Continued on the next page.

## Page 2 of 7

As discussed at the pre-bid meeting. Additional items will be preserved, removed, and delivered to the Mt. Moriah Baptist Church at a location designated by the City of Ocala. These are located at parcel #2853-026-003/55 SW 3rd Ave. These items are to be removed with the others that are named to be preserved in the original scope of work.





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Continued on the next page.

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2.7 As discussed at the pre-bid meeting. Photos of the two light poles that will not be removed. The contractor is only to disconnect the service line from the building, but not to remove the power from the lights. These will stay to illuminate the site.





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2.8 As discussed at the pre-bid meeting. Gas meter that needs to be removed along with the service line all the way to the Right of Way. This is located at the building at parcel # 2853-026-004 / 206 SW Broadway.



2.9 As discussed at the pre-bid meeting. Sign that is also to be preserved, removed, and delivered to the Mt. Moriah Baptist Church at a location designated by the City of Ocala.



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2.10 As discussed at the pre-bid meeting. Pictures of the concrete pad, sidewalk, and ramp that need to be removed during the demo. This is at parcel #2853-027-005/123 SW 3rd Ave.





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## Addendum #2



**Date:** November 4, 2024

**To:** All bidders

**From:** Eileen Marquez, Senior Buyer

**Solicitation Number:** ITB# CIP/241097

**Solicitation Title:** Demolition and Removal Services: Parking Garage #2 Site

Building

## SECTION 2. SOLICITATION ADDITIONS, CLARIFICATIONS AND CORRECTIONS

1.1 The missing A/C is not included in the solicitation.



Exhibit B

# SECTION 024116 STRUCTURE DEMOLITION



## **Exhibit B - Structure Demolition**Exhibit B

#### **SECTION 024116 STRUCTURE DEMOLITION**

#### **PART 1 GENERAL**

#### 1.1 SUMMARY

- A. This Section includes the following,
  - 1. Demolition and removal of buildings and site improvements.
  - 2. Asbestos abatement must be completed prior to demolition services.
  - 3. Disconnecting, capping or sealing, and abandoning in place or removing site utilities.

#### 1.2 DEFINITIONS

- A. Demolish: Completely remove and legally dispose of offsite.
- B. Recycle: Recovery of demolition waste for subsequent processing in preparation for reuse.

#### 1.3 MATERIALS OWNERSHIP

- A. Unless otherwise indicated, demolition waste becomes property of Contractor.
- B. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to City that may be uncovered during demolition remain the property of City.
  - 1. Carefully salvage in a manner to prevent damage and deliver to location specified by the City.

#### 1.4 SUBMITTALS

- A. Qualification Data: For refrigerant recovery technician.
- B. Proposed Protection Measures: Submit informational report, including drawings, that indicates the measures proposed for protecting individuals and property, for environmental protection, for dust control and for noise control. Indicate proposed locations and construction of barriers.
- C. Schedule of Building Demolition Activities: Indicate the following:
  - 1. Detailed sequence of demolition work including the abatement services, with starting and ending dates for each activity.
  - 2. Temporary interruption of utility services.
  - 3. Shutoff and capping or rerouting of utility services.
- D. Building Demolition Plans: Drawings are not available.

### CONTRACT# CIP/241097

## Exhibit B - Structure Demolition Exhibit B

1. Locations of temporary protection and means of egress for adjacent occupied buildings.

### **Exhibit B - Structure Demolition**Exhibit B

- E. Pre-demolition Photographs or Video: Show existing conditions of adjoining construction and site improvements, including finish surfaces, that might be misconstrued as damage caused by building demolition operations. Submit before the Work begins.
- F. Landfill Records: Indicate receipt and acceptance of hazardous wastes by a landfill facility licensed to accept hazardous wastes.
- G. Statement of Refrigerant Recovery: Signed by refrigerant recovery technician responsible for recovering refrigerant, stating that all refrigerant that was present was recovered and that recovery was performed according to EPA regulations. Include name and address of technician and date refrigerant was recovered.

### 1.5 QUALITY ASSURANCE

- A. Refrigerant Recovery Technician Qualifications: Certified by EPA approved certification program.
- B. Regulatory Requirements: Comply with governing EPA notification regulations before beginning demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- C. Standards: Comply with ANSI A10.6 and NFPA 241.
- D. Pre-demolition Conference: Conduct conference at Project site.

### 1.6 PROJECT CONDITIONS

- A. Buildings to be demolished will be vacated and their use discontinued before start of the Work
- B. Buildings immediately adjacent to demolition area will be occupied. Conduct building demolition so operations of occupied buildings will not be disrupted.
  - 1. Provide not less than 72 hours' notice of activities that will affect operations of adjacent occupied buildings.
  - 2. Maintain access to existing streets, walkways, exits, and other facilities used by occupants of adjacent buildings and the public.
    - a. Do not close or obstruct streets, walkways, exits, or other facilities used by the public or occupants of adjacent buildings without written permission from authorities having jurisdiction.
- C. City assumes no responsibility for buildings and structures to be demolished.
  - 1. Conditions existing at time of inspection for bidding purpose will be maintained by City as far as practical.
- D. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.

### CONTRACT# CIP/241097

## Exhibit B - Structure Demolition Exhibit B

1. Hazardous materials will be removed by Demolition Contractor before start of the demolition work.

### **Exhibit B - Structure Demolition**Exhibit B

- If additional materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify Architect/Engineer and City. Hazardous materials will be removed by Demolition Contractor under this contract.
- E. Hazardous Materials: Hazardous materials are present in buildings and structures to be demolished. A report on the presence of hazardous materials is on file for review and use. Examine report to become aware of locations where hazardous materials are present.
  - 1. Hazardous material remediation is specified elsewhere in the Contract Documents.
  - 2. Do not disturb hazardous materials or items suspected of containing hazardous materials except under procedures specified elsewhere in the Contract Documents.
  - 3. City will provide material safety data sheets for materials that are known to be present in buildings and structures to be demolished because of building operations or processes performed there.
- F. Onsite storage or sale of removed items or materials is not permitted, unless otherwise is indicated.

#### 1.7 COORDINATION

A. Arrange demolition schedule so as not to interfere with City's onsite operations or operations of adjacent occupied buildings.

### PART 2 PRODUCTS (Not Used)

### 2.1 SOIL MATERIALS

A. Satisfactory Soils: Comply with requirements in Division 31 Section "Earth Moving."

#### PART 3 EXECUTION

### 3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped before starting demolition operations.
- B. Review Project Record Documents of existing construction provided by City. City does not guarantee that existing conditions are same as those indicated in Project Record Documents.
- C. Verify that hazardous materials have been remediated before proceeding with building demolition operations.

#### 3.2 PREPARATION

A. Refrigerant: Remove refrigerant from mechanical equipment according to 40 CFR 82 and 024116 - 6

### **Exhibit B - Structure Demolition** Exhibit B

regulations of authorities having jurisdiction before starting demolition.

B. Existing Utilities: Locate, identify, disconnect, and seal or cap off indicated utilities.

### **Exhibit B - Structure Demolition**Exhibit B

serving buildings and structures to be demolished.

- 1. Contractor will arrange to shut off indicated utilities.
- 2. Disconnect underground water services at the City water main, cut and seal water service pipes to meet Florida Building Code plumbing requirements.
- 3. Coordinate with Ocala Electric/Duke Energy/SECO or applicable electrical utility to disconnect electrical services, remove all overhead electrical cables with its supports.
- 4. Coordinate with TECO or applicable gas utility to disconnect gas service.
- 5. Obtain Demolition Permit from the City of Ocala and all necessary approvals from local or state agencies.
- 6. Arrange to shut off indicated utilities with utility companies.
- 7. If removal, relocation, or abandonment of utility services will affect adjacent occupied buildings, then provide temporary utilities that bypass buildings and structures to be demolished and that maintain continuity of service to other buildings and structures.
- C. Existing Utilities: Refer to Division 22 and 26 Sections for shutting off, disconnecting, removing, and sealing or capping utilities. Do not start demolition work until utility disconnecting and sealing have been completed and verified in writing.

#### 3.3 PROTECTION

- A. Existing Facilities: Protect adjacent walkways, loading docks, building entries, and other building facilities during demolition operations. Maintain exits from existing buildings.
- B. Existing Utilities: Maintain utility services to remain and protect from damage during demolition operations.
  - 1. Do not interrupt existing utilities serving adjacent occupied or operating facilities unless authorized in writing by City and authorities having jurisdiction.
  - 2. Provide temporary services during interruptions to existing utilities, as acceptable to City and authorities having jurisdiction.
    - a. Provide at least 72 hours' notice to occupants of affected buildings if shutdown of service is required during changeover.
- C. Temporary Protection: Erect temporary protection, such as walks, fences, railings, canopies, and covered passageways, where required by authorities.
  - 1. Protect existing site improvements, appurtenances, and landscaping to remain.
  - 2. Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
  - 3. Provide protection to ensure safe passage of people around building demolition area and to and from occupied portions of adjacent buildings and structures.
- D. Remove temporary barriers and protections where hazards no longer exist. Where open excavations or other hazardous conditions remain, leave temporary barriers and protections in place.

### **Exhibit B - Structure Demolition** Exhibit B

### 3.4 DEMOLITION, GENERAL

- A. General: Demolish indicated existing building completely. Use methods required to complete the Work within limitations of governing regulations and as follows:
  - 1. Do not use cutting torches until work area is cleared of flammable materials.

### **Exhibit B - Structure Demolition**Exhibit B

- Maintain portable fire suppression devices during flame cutting operations.
- 2. Maintain fire watch during and for at least 48 hours after flame cutting operations.
- 3. Locate building demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
- 4. Maintain adequate ventilation when using cutting torches.
- B. Engineering Surveys: During demolition, perform surveys to detect hazards that may result from building demolition activities.
- C. Site Access and Temporary Controls: Conduct building demolition and debris removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
  - Do not close or obstruct streets, walks, walkways, or other adjacent occupied or used facilities without permission from City and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by authorities having jurisdiction.
  - 2. Use water mist and other suitable methods to limit spread of dust and dirt. Comply with governing environmental—protection regulations. Do not use water when it may damage adjacent construction or create hazardous or objectionable conditions, such as ice, flooding, and pollution.
- D. Explosives: Use of explosives is not permitted.

#### 3.5 DEMOLITION BY MECHANICAL MEANS

- A. Proceed with demolition of structural framing members systematically, from higher to lower level. Complete building demolition operations above each floor or tier before disturbing supporting members on the next lower level.
- B. Below Grade Construction: Abandon foundations and footings will remain in place. Other below grade construction shall be removed completely.
- C. Existing Utilities: Demolish existing utilities and below grade utility structures. Abandon utilities outside this area. Fill abandoned utility structures with satisfactory soil materials.

#### 3.6 SITE RESTORATION

- A. Below Grade Areas: Rough grade below grade areas ready for further excavation or new construction.
- B. Below Grade Areas: Completely fill below ¬grade areas and voids resulting from building demolition operations with satisfactory soil materials.
- C. Site Grading: Uniformly rough grade area of demolished construction to a smooth surface, free from irregular surface changes. Provide a smooth transition between adjacent existing grades and new grades and seed.

### 3.7 REPAIRS

## Exhibit B - Structure Demolition Exhibit B

- A. Promptly repair damage to adjacent buildings caused by demolition operations.
- B. Promptly repair any sidewalk damage caused by the demolition operation.

### **Exhibit B - Structure Demolition** Exhibit B

#### 3.8 DISPOSAL OF DEMOLISHED MATERIALS

- A. Remove demolition waste materials from Project site. for recycling and disposal of demolition waste.
- B. Remove demolition waste materials from Project site and legally dispose of them in an EPA approved landfill acceptable to authorities having jurisdiction.
  - 1. Do not allow demolished materials to accumulate onsite.
  - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
  - 3. Do not burn demolished materials.

### 3.9 CLEANING

A. Clean adjacent structures and improvements of dust, dirt, and debris caused by building demolition operations. Return adjacent areas to condition existing before building demolition operations began.

END OF SECTION 024116

The Plan Set for this project dated 11/12/2024 is available for inspection and copying at 1805 NE 30th Avenue, Building 700, Ocala, Florida 34470.



•8786 Sonoma Coast Drive, Winter Garden, FL 34787
•(407)614-4572 Office
•(814)243-1927 Cell
•dkenvironmental@yahoo.com
•www.dk-environmental.com

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### **ASBESTOS SURVEY REPORT**

### PREPARED FOR THE FOLLOWING PROPERTY:



55 SW 3rd Avenue Ocala, FL 34471

**PERFORMED ON:** 

June 27, 2024

PERFORMED AND PREPARED BY:

Chris Ritko
Asbestos Building Inspector
193196

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Confidentiality Notice: This Asbestos Survey Report is intended only for the use of the individual or entity addressed, and may contain information that is privileged, confidential, and exempt from disclosure under applicable law. If you are not the intended recipient or responsible for delivering this report to the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this report, in whole or in part, is prohibited. If you have received this report in error, please notify us immediately. Thank you.

### I. INTRODUCTION

Property Address: 55 SW 3rd Avenue

Ocala, FL 34471

**Survey Performed For:** City of Ocala, Engineering & Water Resources Dept.

201 SE 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor, Ocala, FL 34471

Survey Performed By: Chris Ritko, Asbestos Building Inspector

Company: DK Environmental & Construction Services

8786 Sonoma Coast Drive Winter Garden, FL 34787

407-614-4572

Date of On-Site Survey: June 27, 2024

Date of Report: July 05, 2024

DK Environmental & Construction Services, Inc. (DKE) has completed a limited Asbestos Survey at the property address listed above. This report contains the results of the Survey. The purpose of this Survey was to identify the presence of asbestos-containing materials that may be disturbed during planned demolition. This limited Asbestos Survey report presents data that describes the location of asbestos-containing material (ACM) identified in the subject property. This Survey was conducted on site by an EPA-trained professional asbestos building inspector.

This report is intended for the exclusive use of our client. The findings are relevant to the conditions observed during the physical process of performing the Survey. These findings should not be treated as absolute, nor should they be relied upon to represent conditions at significantly later dates.

We appreciate the opportunity to provide environmental consulting services to your organization. If you have any questions or need additional assistance, please call (407)614-4572.

Chris Ritko

Asbestos Building Inspector

193196

#### II. SURVEY SUMMARY

On June 27, 2024 an Asbestos Survey was performed at 55 SW 3rd Avenue, Ocala, FL 34471. The property is a detached single-story church. It is approximately 7,582 square feet and was constructed in 1966.

The purpose of this Survey was to identify the presence of asbestos-containing materials that may be disturbed during planned demolition. Limited bulk samples were collected and AHERA protocols were adhered to.

The Asbestos Survey consisted of three basic procedures: 1) conducting a visual inspection of the property; 2) identifying homogeneous areas (HAs) of suspect surfacing, thermal system insulation, and miscellaneous materials; and 3) sampling accessible, friable, and non-friable suspect materials. Some building components may have been inaccessible at the time of this screening, or were not tested because they were covered by other building materials (paneling, tile, siding, etc.). It is possible that ACBMs may be hidden by these materials.

The property was visually inspected for the presence of building materials that are suspected to contain asbestos. With regard to asbestos, bulk material samples were collected and analyzed for asbestos content. These services were performed exercising the customary skill and competence of consulting professionals in the relevant disciplines in this region.

Bulk samples of identified suspect ACM were collected and placed into individual containers for transport to a National Voluntary Lab Accreditation Program (NVLAP)/American Industrial Hygiene Association (AIHA)-accredited laboratory for analysis. The collection of bulk samples consisted of physically removing a small piece of material and placing it in a marked, airtight container. The sample container identification numbers were also recorded in the field notes.

### III. ASBESTOS OVERVIEW

Asbestos is a generic name given to a fibrous variety of naturally occurring minerals that have been used for many years in commercial products, based on specific properties of the minerals. Asbestos occurs in fiber bundles, which are composed of long and thin fibers that can be easily separated from one another. These mineral products possess high tensile strength, flexibility, resistance to chemical and thermal degradation, and high electrical resistance. The minerals are easily woven into various types of textiles, fabrics, cloths, sheets, panels, or mixed into adhesives, coatings, surfacing materials and cement products. Typically asbestos-containing building materials (ACBM) are segregated into three categories: Thermal System Insulation (TSI) usually found on pipes, boilers, and HVAC ducts; surfacing materials such as sprayed or troweled-on fireproofing and insulation, and plasters; and miscellaneous materials including vinyl composite floor tiles, floor sheeting, adhesives, roofing materials, window glazing and cement products.

Friable asbestos-containing material (ACM), is defined as any material containing more than one percent (1%) asbestos as determined using the method specified in Appendix A, Subpart F, 40 CFR Part 763, Section 1, Polarized Light Microscopy (PLM), that, when dry, can be crumbled, pulverized or reduced to powder by hand pressure. (Sec. 61.141)

Non-friable ACM is any material containing more than one percent (1%) asbestos as determined using the method specified in Appendix A, Supbart F, 40 CFR Part 763, Section 1, Polarized Light Microscopy (PLM), that, when dry, cannot be crumbled, pulverized, or reduced to powder by hand pressure. EPA also defines two categories of non-friable ACM, Category I and Category II non-friable ACM, which are described later in this guidance.

"Regulated Asbestos-Containing Material" (RACM) is (a) friable asbestos material, (b) Category I non-friable ACM that has become friable, (c) Category I non-friable ACM that will be or has been subjected to sanding, grinding, cutting or abrading, or (d) Category II non-friable ACM that has a high probability of becoming or has become crumbled, pulverized, or reduced to powder by the forces expected to act on the material in the course of demolition or renovation operations.

The EPA's National Emission Standard for Hazardous Air Pollutants (NESHAP) regulations and the Florida Department of Environmental Protection (FDEP) Asbestos program regulate the removal and disposal of asbestos-containing building materials (any material containing more than 1% asbestos).

Potential effects on workers or occupants in buildings where asbestos-containing materials (ACM) are present may occur when exposure to asbestos fibers is caused by deterioration, damage or renovation disturbance of ACBMs. Federal regulations pertaining to asbestos include 40 Code of Federal Regulations (CFR) 763 (a subchapter of the Toxic Substance Control Act (TSCA)); Occupational Safety and Health Act (OSHA) 29 CFR 1910 Subpart Z and 29 CFR 1926 Subpart Z.

Asbestos NESHAP regulations must be followed for demolitions and/or renovations of facilities with at least 260 linear feet of regulated asbestos-containing materials (RACM) on pipes, 160 square feet of regulated asbestos-containing materials on other facility components, or at least 35 cubic feet of facility components where the amount of RACM previously removed from pipes and other facility components could not be measured before stripping. If dimensions fall below these thresholds, Asbestos NESHAP regulations need not be followed for demolition and/or renovation activities.

### IV. LIMITATIONS

This report has been prepared to assist in evaluating the potential presence of asbestos-containing material in the property. The objective of this assessment was to perform the work with care, exercising the customary skill and competence of consulting professionals in the relevant disciplines in this region. The conclusions presented in this report are professional opinions based upon visual observations of the site at the time of DKE's investigation and the results of laboratory analysis. The opinions presented herein apply to site conditions existing at the time of our investigation and those reasonably foreseeable. DKE cannot act as insurers, and no express or implied representation or warrant is included or intended in our report except that our work was performed, within the limits prescribed by our client, with the customary thoroughness and competence of our profession at the time and place the services were rendered. DKE cannot and will not warrant that this Asbestos Survey that was requested by the client will satisfy the dictates of, or provide a legal defense in connection with, any environmental laws or regulations. It is the responsibility of the client to know and abide by all applicable laws, regulations, and standards. The results reported and conclusions reached by DKE are solely for the benefit of the client. The results and opinions in this report, based solely upon the conditions found on the property as of the date of the Survey, will be valid only as of the date of the Survey.

Please note that the test results relate only to those homogeneous materials tested. If conditions or materials, other than those addressed in this report are encountered during the planned renovation/demolition activities, DKE should be contacted to assess the potential impact of these materials or conditions relative to the findings or recommendations included herein. The survey was performed by observing suspect materials throughout the structure where accessible. DKE must emphasize that it is not possible to look within every location of a building. The visual survey documents only general locations of suspect materials but does not determine exact boundaries. Concealed locations of asbestos may exist at the subject property, and the levels may vary from those stated in this report. There may be variations in the composition of materials which appear similar. Materials may be hidden from view and not accessible. No attempt was made to disassemble equipment or demolish structural elements and finishes as this is beyond the scope of our authorized services. Visual observations were made only at safe and convenient locations. Due to these limitations, wall voids, flooring under carpet, building cavities and mechanical equipment, and other areas may contain unreported asbestos-containing materials. Suspect materials not previously identified in this report may be encountered during any These materials should be assumed asbestos renovation/demolition activity. containing material until sample collection and subsequent analysis prove otherwise. Unsafe structures should be assumed to contain asbestos materials unless the suspect material is noted as sampled. All fire doors should be assumed asbestos containing material since disassembly of locks and/or other work to access the door insulation is not possible.

### V. ANALYTICAL RESULTS

Samples were analyzed by Hayes Microbial Consulting in Midlothian, VA. Hayes Microbial Consulting is an American Industrial Hygiene Association (AIHA)-accredited laboratory.

All samples were analyzed utilizing Polarized Light Microscopy (PLM) according to EPA Method 600/R-93/116. Any material that contains greater that one percent asbestos is considered an ACM and must be handled according to the Occupational Safety and Health Administration (OSHA), EPA and applicable state and local regulations.

The following table contains information regarding bulk samples found to contain asbestos by definition. The laboratory report has also been included at the end of this report.

Bulk Collection and Sample Analysis Results							
Sample Number	Description	Condition	Friable	Asbestos Percent and Type	Location/ Amount	NESHAP Category	
55-1-1	Stucco/Tan/Gray	Intact	No	None Detected	Typical Exterior Walls/Windows	NA	
55-1-2	Stucco/Tan/Gray	Intact	No	None Detected	Typical Exterior Walls/Windows	NA	
55-1-3	Stucco/Tan/Gray	Intact	No	None Detected	Typical Exterior Walls/Windows	NA	
55-2-1	Caulk/White	Intact	No	None Detected	Typical Exterior Roof Flashing	NA	
55-2-2	Caulk/White	Intact	No	None Detected	Typical Exterior Roof Flashing	NA	
55-3-1	Vinyl Roofing/White/Gray	Intact	No	None Detected	Typical Exterior Flat Roofs	NA	
55-3-2	Vinyl Roofing/White/Gray	Intact	No	None Detected	Typical Exterior Flat Roofs	NA	
55-4-1	Asphalt Shingle/Black	Intact	No	None Detected	Typical Exterior Peaked Roof	NA	
55-4-1	Tar/Black	Intact	No	None Detected	Typical Exterior Peaked Roof	NA	
55-4-2	Asphalt Shingle/Black	Intact	No	None Detected	Typical Exterior Peaked Roof	NA	
55-4-2	Tape/Black	Intact	No	None Detected	Typical Exterior Peaked Roof	NA	

Sample Number	Description	Condition	Friable	e Analysis F Asbestos Percent and Type	Location/ Amount	NESHAP Category
55-5-1	Caulk/Gray	Intact	No	None Detected	Typical Exterior Windows/Doors	NA
55-5-2	Caulk/Gray	Intact	No	None Detected	Typical Exterior Windows/Doors	NA
55-6-1	Joint Compound/White	Intact	No	None Detected	Typical Interior Walls/Ceilings	NA
55-6-2	Drywall/Beige	Intact	No	None Detected	Typical Interior Walls/Ceilings	NA
55-6-3	Joint Compound/White	Intact	No	None Detected	Typical Interior Walls/Ceilings	NA
55-6-3	Drywall/Beige	Intact	No	None Detected	Typical Interior Walls/Ceilings	NA
55-6-4	Joint Compound/White	Intact	No	None Detected	Typical Interior Walls/Ceilings	NA
55-6-4	Drywall/Beige	Intact	No	None Detected	Typical Interior Walls/Ceilings	NA
55-6-5	Joint Compound/White	Intact	No	None Detected	Typical Interior Walls/Ceilings	NA
55-6-5	Drywall/Beige	Intact	No	None Detected	Typical Interior Walls/Ceilings	NA
55-6-6	Joint Compound/White	Intact	No	None Detected	Typical Interior Walls/Ceilings	NA
55-6-6	Drywall/Beige	Intact	No	None Detected	Typical Interior Walls/Ceilings	NA
55-6-7	Joint Compound/White	Intact	No	None Detected	Typical Interior Walls/Ceilings	NA
55-6-7	Drywall/Beige	Intact	No	None Detected	Typical Interior Walls/Ceilings	NA
55-7-1	Grout/Gray	Intact	No	None Detected	Interior Front Entry Tile Flooring	NA
55-7-2	Grout/Gray	Intact	No	None Detected	Interior Front Entry Tile Flooring	NA
55-8-1	Grout/Gray	Intact	No	None Detected	Typical Interior Hall Tile Flooring	NA
55-8-2	Grout/Gray	Intact	No	None Detected	Typical Interior Hall Tile Flooring	NA

Bulk Collection and Sample Analysis Results								
Sample Number	Description	Condition	Friable	Asbestos Percent and Type	Location/ Amount	NESHAP Category		
55-9-1	12"x12" Floor Tile/White	Intact	No	None Detected	Interior Chapel/Kitchen	NA		
55-9-1	Mastic/White	Intact	No	None Detected	Interior Chapel/Kitchen	NA		
55-9-2	12"x12" Floor Tile/White	Intact	No	None Detected	Interior Chapel/Kitchen	NA		
55-9-2	Mastic/Yellow	Intact	No	None Detected	Interior Chapel/Kitchen	NA		
55-10-1	Caulk/White	Intact	No	None Detected	Typical Interior Windows	NA		
55-10-2	Caulk/White	Intact	No	None Detected	Typical Interior Windows	NA		
55-11-1	Grout/White	Intact	No	None Detected	Typical Interior Window Sill Tile	NA		
55-11-2	Grout/White	Intact	No	None Detected	Typical Interior Window Sill Tile	NA		
55-12-1	Grout/White	Intact	No	None Detected	Interior Baptismal Pool Tile	NA		
55-12-2	Grout/White	Intact	No	None Detected	Interior Baptismal Pool Tile	NA		
55-13-1	Caulk/White	Intact	No	None Detected	Interior Baptismal Pool	NA		
55-13-2	Caulk/White	Intact	No	None Detected	Interior Baptismal Pool	NA		
55-14-1	Sink Mastic/Black	Intact	No	4% Chrysotile	Interior Kitchen	Category		
55-14-2	Sink Mastic/Black	Intact	No	Not Analyzed/ Positive Stop	Interior Kitchen	Category		
55-14-3	Sink Mastic/Black	Intact	No	Not Analyzed/ Positive Stop	Interior Kitchen	Category		
55-15-1	12"x12" Floor Tile/Gray	Intact	No	None Detected	Interior North Women's Room	NA		
55-15-1	Mastic/White	Intact	No	None Detected	Interior North Women's Room	NA		
55-15-2	12"x12" Floor Tile/Gray	Intact	No	None Detected	Interior North Women's Room	NA		

Bulk Collection and Sample Analysis Results							
Sample Number	Description	Condition	Friable	Asbestos Percent and Type	Location/ Amount	NESHAP Category	
55-15-2	Mastic/Yellow	Intact	No	None Detected	Interior North Women's Room	NA	
55-16-1	Grout/Green	Intact	No	None Detected	Interior North Men's Room	NA	
55-16-2	Grout/Green	Intact	No	None Detected	Interior North Men's Room	NA	
55-17-1	Wallpaper/Red/Gray/White	Intact	No	None Detected	Interior North Women's Room	NA	
55-17-2	Wallpaper/Red/Gray/White	Intact	No	None Detected	Interior North Women's Room	NA	
55-18-1	Carpet Mastic/Yellow	Intact	No	None Detected	Typical Interior Flooring	NA	
55-18-2	Carpet Mastic/Yellow	Intact	No	None Detected	Typical Interior Flooring	NA	

### VI. ASBESTOS RECOMMENDATIONS

Asbestos NESHAP regulations must be followed for demolitions and/or renovations of facilities with at least 260 linear feet of regulated asbestos-containing materials (RACM) on pipes, 160 square feet of regulated asbestos-containing materials on other facility components, or at least 35 cubic feet of facility components where the amount of RACM previously removed from pipes and other facility components could not be measured before stripping. If dimensions fall below these thresholds, Asbestos NESHAP regulations need not be followed for demolition and/or renovation activities.

The EPA and NESHAP recommend that a point-counting procedure be utilized for confirmation of asbestos percentage in friable materials that are visually estimated by PLM methodology to contain less than 10% asbestos. The 400 Point Count Procedure referenced in EPA 600/M4-82-020 (1987) and EPA 600/R-93/116 (1993) is commonly employed. Without the material being point counted or if point counting determined that material contains greater than one percent asbestos, it would be deemed an asbestos containing material and would need to be removed by a Florida licensed asbestos contractor prior to disturbance.

Disturbances to Asbestos Containing Materials:

 Should be performed by a Florida Licensed Asbestos Abatement Contractor

- U.S. Occupational Safety and Health Administration (OSHA) regulations apply to the disturbance of material; containing any percentage of asbestos fibers as outlined in 29 CFR 1926.1101-OSHA's Asbestos Standard for the Construction Industry. The contractor will need to comply with the specific training, duties and responsibilities outlined in this CFR.
- OSHA 29 CFR 1910.1001. OSHA 29 CFR 1910.1001 requires the communication of information concerning asbestos hazards. Employees engaged in work activities with installed ACM may be exposed to asbestos fibers. The owner or operator should take the necessary steps to reduce the potential for disturbance.

EPA National Emission Standards for Hazardous Air Pollutants (NESHAP) is applicable to amounts of asbestos that contains at least 260 linear feet on pipes or at least 160 square feet on other facility components, or (ii) At least 35 cubic feet off facility components where the length or area could not be measured previously.

The EPA's National Emission Standard for Hazardous Air Pollutants (NESHAP) regulations and the Florida Department of Environmental Protection (DEP) Asbestos program regulate the removal and disposal of asbestos-containing building materials. The Florida Department of Environmental Protection (DEP) administers an asbestos removal program under Chapter 62-257, Florida Administrative Code. The Asbestos NESHAP has been adopted by reference in section 62-204.800, Florida Administrative Code. The program's intent is to minimize the release of asbestos fibers during activities involving the processing, handling, and disposal of asbestos-containing material.

The regulations of these agencies require the removal of friable asbestos-containing materials prior to extensive renovation or demolition projects, and the removal of non-friable asbestos-containing materials that may be rendered friable in the course of renovation or demolition projects. Only a Florida licensed asbestos contractor using properly trained, certified, and licensed asbestos workers can perform asbestos removal projects in Florida. Air monitoring during and after abatement activities is also recommended to document the fiber levels inside and outside the abatement work area.

The asbestos NESHAP requires that an asbestos trained person be on site i.e. 40 CFR 61.145 (c) (8) states in part "no RACM shall be stripped, removed, or otherwise handled or disturbed at a facility regulated by this section unless at least one on-site representative, such as a foreman or management level person or other authorized person, trained in the provisions of this regulation and the means of complying with them is present."

DEP recommends that this "trained person" be on site when non-friable ACM is present so that developing problems can be caught early and corrected without delay. In addition, the regulations require the owner of the building and/or the

operator to notify the applicable DEP District Office or Local Pollution Control Agency before any demolition, or before renovations of buildings that contain a certain threshold amount of asbestos or asbestos containing materials.

Florida requires the submission of a 10-Day Notification for all renovations and demolitions of facilities with at least 260 linear feet of regulated asbestos-containing materials (RACM), 160 square feet of regulated asbestos containing materials on other facility components, or at least 35 cubic feet off facility components. Asbestos waste requires disposal at an approved solid waste disposal facility.

Local agencies may also have specific requirements for demolition/renovation projects involving asbestos-containing building materials.

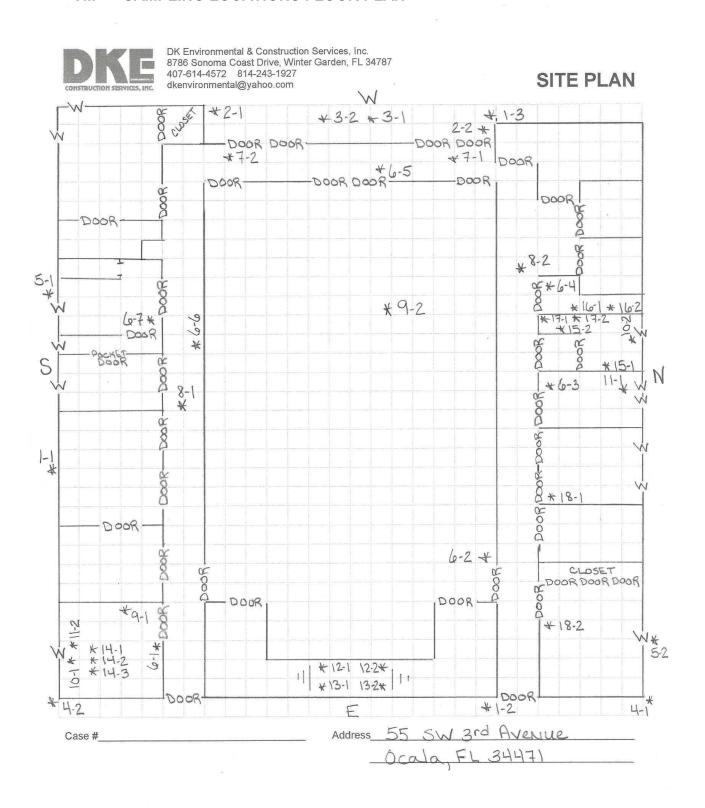
OSHA 29 CFR 1910.1001 requires the communication of information concerning asbestos hazards. Employees engaged in work activities with installed ACM may be exposed to asbestos fibers. The owner or operator should take the necessary steps to reduce the potential for disturbance.

29 CFR 1926.1101- OSHA's Asbestos Standard for the Construction Industry does apply to the abatement, renovation and/or demolition of all buildings identified with asbestos containing material. The contractor will need to comply with the specific training, duties and responsibilities outlined in this CFR.

If asbestos containing materials identified within, or on, the property will be disturbed or otherwise caused to become friable within the scope of the renovation, they should be removed from the structures prior to the maneuvers taking place according to applicable regulations.

No other recommendations regarding asbestos containing materials are required at this time. In the event concealed building materials are discovered during future renovation or demolition activities, which are suspected to contain asbestos, the materials should be sampled and analyzed to confirm the presence of asbestos prior to the disturbing such materials.

#### VII. SAMPLING LOCATIONS FLOOR PLAN



### VIII. SAMPLING PHOTOGRAPHS



55-1 Stucco Typical Exterior Walls/Windows



55-2 Caulk Typical Exterior Roof Flashing



55-3 Vinyl Roofing Typical Exterior Flat Roofs



55-4 Asphalt Shingle/Tar Typical Exterior Peaked Roof



55-5 Caulk Typical Exterior Windows/Doors



55-6
Drywall/Joint Compound
Typical Interior Walls/Ceilings



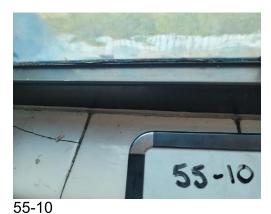
55-7 Grout Interior Front Entry Tile Flooring



55-8 Grout Typical Interior Hall Tile Flooring



55-9 12"x12" Floor Tile/Mastic Interior Chapel/Kitchen



Caulk
Typical Interior Windows



55-11 Grout Typical Interior Window Sill Tile



55-12 Grout Interior Baptismal Pool Tile



55-13 Caulk Interior Baptismal Pool Tile



55-14 Sink Mastic/Black Interior Kitchen 4% Chrysotile



55-15 12"x12" Floor Tile/Mastic Interior North Women's Room



55-16 Grout Interior North Men's Room Tile Flooring



55-17 Wallpaper Interior North Women's Room



55-18 Carpet Mastic Typical Interior

### IX. LICENSING





#### X. GLOSSARY

**Active waste disposal site**: any disposal site other than an inactive site.

**Adequately wet**: sufficiently mix or penetrate with liquid to prevent the release of particulates. If visible emissions are observed coming from asbestos-containing material, then that material has not been adequately wetted. However, the absence of visible emissions is not sufficient evidence of being adequately wet.

**Asbestos**: the asbestiform varieties of serpentinite (chrysotile), riebeckite (crocidolite), cummingtonite-grunerite, anthophyllite, and actinolite-tremolite.

Asbestos-containing waste materials: mill tailings or any waste that contains commercial asbestos and is generated by a source subject to the provisions of this subpart. This term includes filters from control devices, friable asbestos waste material, and bags or other similar packaging contaminated with commercial asbestos. As applied to demolition and renovation operations, this term also includes regulated asbestos-containing material waste and materials contaminated with asbestos including disposable equipment and clothing.

**Asbestos mill**: any facility engaged in converting, or in any intermediate step in converting, asbestos ore into commercial asbestos. Outside storage of asbestos material is not considered a part of the asbestos mill.

**Asbestos tailings**: any solid waste that contains asbestos and is a product of asbestos mining or milling operations.

**Asbestos waste from control devices**: any waste material that contains asbestos and is collected by a pollution control device.

Category I non-friable asbestos-containing material (ACM): asbestos-containing packings, gaskets, resilient floor covering, and asphalt roofing products containing more than 1 percent asbestos as determined using the method specified in appendix E, subpart E, 40 CFR part 763, section 1, Polarized Light Microscopy.

**Category II non-friable ACM**: any material, excluding Category I non-friable ACM, containing more than 1 percent asbestos as determined using the methods specified in appendix E, subpart E, 40 CFR part 763, section 1, Polarized Light Microscopy that, when dry, cannot be crumbled, pulverized, or reduced to powder by hand pressure.

**Commercial asbestos**: any material containing asbestos that is extracted from ore and has value because of its asbestos content.

Cutting: to penetrate with a sharp-edged instrument and includes sawing, but

does not include shearing, slicing, or punching.

**Demolition**: the wrecking or taking out of any load-supporting structural member of a facility together with any related handling operations or the intentional burning of any facility.

**Emergency renovation operation**: a renovation operation that was not planned but results from a sudden, unexpected event that, if not immediately attended to, presents a safety or public health hazard, is necessary to protect equipment from damage, or is necessary to avoid imposing an unreasonable financial burden. This term includes operations necessitated by nonroutine failures of equipment.

**Fabricating**: any processing (e.g., cutting, sawing, drilling) of a manufactured product that contains commercial asbestos, with the exception of processing at temporary sites (field fabricating) for the construction or restoration of facilities. In the case of friction products, fabricating includes bonding, debonding, grinding, sawing, drilling, or other similar operations performed as part of fabricating.

**Facility**: any institutional, commercial, public, industrial, or residential structure, installation, or building (including any structure, installation, or building containing condominiums or individual dwelling units operated as a residential cooperative, but excluding residential buildings having four or fewer dwelling units); any ship; and any active or inactive waste disposal site. For purposes of this definition, any building, structure, or installation that contains a loft used as a dwelling is not considered a residential structure, installation, or building. Any structure, installation or building that was previously subject to this subpart is not excluded, regardless of its current use or function.

Facility component: any part of a facility including equipment.

**Friable asbestos material**: any material containing more than 1 percent asbestos as determined using the method specified in appendix E, subpart E, 40 CFR part 763 section 1, Polarized Light Microscopy, that, when dry, can be crumbled, pulverized, or reduced to powder by hand pressure. If the asbestos content is less than 10 percent as determined by a method other than point counting by polarized light microscopy (PLM), verify the asbestos content by point counting using PLM.

**Fugitive source**: any source of emissions not controlled by an air pollution control device.

**Glove bag**: a sealed compartment with attached inner gloves used for the handling of asbestos-containing materials. Properly installed and used, glove bags provide a small work area enclosure typically used for small-scale asbestos stripping operations. Information on glove-bag installation, equipment and supplies, and work practices is contained in the Occupational Safety and Health

Administration's (OSHA's) final rule on occupational exposure to asbestos (appendix G to 29 CFR 1926.58).

**Grinding**: to reduce to powder or small fragments and includes mechanical chipping or drilling.

**In poor condition**: the binding of the material is losing its integrity as indicated by peeling, cracking, or crumbling of the material.

**Inactive waste disposal site**: any disposal site or portion of it where additional asbestos-containing waste material has not been deposited within the past year. Installation means any building or structure or any group of buildings or structures at a single demolition or renovation site that are under the control of the same owner or operator (or owner or operator under common control).

**Leak-tight**: solids or liquids cannot escape or spill out. It also means dust-tight.

**Malfunction**: any sudden and unavoidable failure of air pollution control equipment or process equipment or of a process to operate in a normal or usual manner so that emissions of asbestos are increased. Failures of equipment shall not be considered malfunctions if they are caused in any way by poor maintenance, careless operation, or any other preventable upset conditions, equipment breakdown, or process failure.

**Manufacturing**: the combining of commercial asbestos-or, in the case of woven friction products, the combining of textiles containing commercial asbestos-with any other material(s), including commercial asbestos, and the processing of this combination into a product. Chlorine production is considered a part of manufacturing.

**Natural barrier**: a natural object that effectively precludes or deters access. Natural barriers include physical obstacles such as cliffs, lakes or other large bodies of water, deep and wide ravines, and mountains. Remoteness by itself is not a natural barrier.

**Non-friable asbestos-containing material**: any material containing more than 1 percent asbestos as determined using the method specified in appendix E, subpart E, 40 CFR part 763, section 1, Polarized Light Microscopy, that, when dry, cannot be crumbled, pulverized, or reduced to powder by hand pressure.

**Nonscheduled renovation operation**: a renovation operation necessitated by the routine failure of equipment, which is expected to occur within a given period based on past operating experience, but for which an exact date cannot be predicted.

**Outside air**: the air outside buildings and structures, including, but not limited to, the air under a bridge or in an open air ferry dock.

Owner or operator of a demolition or renovation activity: any person who owns, leases, operates, controls, or supervises the facility being demolished or renovated or any person who owns, leases, operates, controls, or supervises the demolition or renovation operation, or both.

**Particulate asbestos material**: finely divided particles of asbestos or material containing asbestos.

**Planned renovation operations**: a renovation operation, or a number of such operations, in which some RACM will be removed or stripped within a given period of time and that can be predicted. Individual nonscheduled operations are included if a number of such operations can be predicted to occur during a given period of time based on operating experience.

Regulated asbestos-containing material (RACM): (a) Friable asbestos material, (b) Category I non-friable ACM that has become friable, (c) Category I non-friable ACM that will be or has been subjected to sanding, grinding, cutting, or abrading, or (d) Category II non-friable ACM that has a high probability of becoming or has become crumbled, pulverized, or reduced to powder by the forces expected to act on the material in the course of demolition or renovation operations regulated by this subpart.

**Remove**: to take out RACM or facility components that contain or are covered with RACM from any facility.

**Renovation**: altering a facility or one or more facility components in any way, including the stripping or removal of RACM from a facility component. Operations in which load-supporting structural members are wrecked or taken out are demolitions.

**Resilient floor covering**: asbestos-containing floor tile, including asphalt and vinyl floor tile, and sheet vinyl floor covering containing more than 1 percent asbestos as determined using polarized light microscopy according to the method specified in appendix E, subpart E, 40 CFR part 763, Section 1, Polarized Light Microscopy.

**Roadways**: surfaces on which vehicles travel. This term includes public and private highways, roads, streets, parking areas, and driveways.

**Strip**: to take off RACM from any part of a facility or facility components.

**Structural member**: any load-supporting member of a facility, such as beams and load supporting walls; or any nonload-supporting member, such as ceilings and nonload-supporting walls.

**Visible emissions**: any emissions, which are visually detectable without the aid of instruments, coming from RACM or asbestos-containing waste material, or from any asbestos milling, manufacturing, or fabricating operation. This does not include condensed, uncombined water vapor.

**Waste generator**: any owner or operator of a source covered by this subpart whose act or process produces asbestos-containing waste material.

**Waste shipment record**: the shipping document, required to be originated and signed by the waste generator, used to track and substantiate the disposition of asbestos-containing waste material.

**Working day**: Monday through Friday and includes holidays that fall on any of the days Monday through Friday.



July 3, 2024

City of Ocala Engineering & Water Resources Department 201 SE 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor Ocala, FL 34471

RE: Limited Asbestos Survey Single-Story Church

55 SW 3<sup>rd</sup> Avenue Ocala, FL 34471

### Dear Client:

Pursuant to your request, a limited Asbestos Survey was performed at the referenced property. The survey was performed to visually identify homogenous areas that need to have bulk samples collected for laboratory analysis in order to determine the presence of Asbestos-Containing Building Materials within the structure. The scope of work for this survey included sampling and analysis of suspect building materials. On June 27, 2024, a limited Asbestos Survey was performed at 55 SW 3<sup>rd</sup> Avenue, Ocala, Florida. The property consists of an approximate 7,582 square-foot single-story church constructed in 1966. The structure is scheduled for renovation.

Forty-three (43) samples of suspect materials were collected and submitted to Hayes Microbial Consulting (Hayes), an American Industrial Hygiene Association (AIHA)-accredited laboratory in, Midlothian, VA, for laboratory analysis. Due to the presence of additional layers in the collected samples, 54 samples were identified and analyzed by the laboratory. All samples were analyzed utilizing Polarized Light Microscopy (PLM) according to EPA Method 600/R-93/116. Materials must contain greater than 1% asbestos to be regulated.

Analytical results revealed that two homogeneous areas contained asbestos in concentrations >1% by PLM analysis, as follows:

• Sample 55-14-1, Sink Mastic/Interior/Kitchen showed 4% Chrysotile Asbestos

Sink mastics are National Emission Standard for Hazardous Air Pollutants (NESHAP) Category I non-friable ACMs. NESHAP Category I non-friable ACMs are not required to be removed prior to demolition of the building, provided that wet-demolition practices are implemented during renovations and resulting debris from the structure is properly transported to a landfill permitted for disposal of ACM. If NESHAP Category I non-friable ACMs are in poor condition and become friable during demolition, the material must be treated as a Regulated Asbestos Containing Material (RACM) and be removed by a licensed asbestos abatement contractor and disposed of at a class one landfill prior to renovation, remodeling, or demolition of the building.

Due to the presence of ACM, OSHA's Asbestos Standard for the Construction Industry (29 CFR 1926.1101) must be followed. Any renovation, remodeling, or demolition of RACMs must be handled by a State Licensed Contractor under Florida Administrative Code (F.A.C.) Title XXXII Chapter 469 for Asbestos Abatement. If

City of Ocala July 3, 2024 Page 2

the materials contain asbestos that is less than or equal to 1%, the contractor must observe the asbestos permissible exposure limits (PELs) and 29 CFR 1926.1101.

In accordance with the OSHA Asbestos Standard for the Construction Industry (29 CFR 1926.1101), demolition of a building with ACM left in place falls under the definition of removal of installed ACM. The removal of installed ACM is either Class I or Class II asbestos work, and all applicable requirements of this standard apply. Whether such demolition is Class I asbestos work or Class II asbestos work is determined by the type of ACM left in place. If any asbestos-containing thermal system insulation or surfacing material is left installed in the building, then the work being performed is Class I asbestos work. If the ACM left installed in the building does not include any thermal system insulation or surfacing material, then the work being performed is Class II asbestos work.

Suspect ACMs encountered during renovation/demolition activities that are not identified in this survey should be assumed to contain asbestos or be sampled by an AHERA-certified inspector and analyzed by an accredited laboratory.

Sincerely,

K. Dawn Blackledge, P.G., LAC

Senior Project Engineer

Licensed Asbestos Consultant AX96 Asbestos Consulting License #ZA539 **Exhibit D - Asbestos Survey Report** 

your use of the test results. Interpretation and use of test results are your responsibility. Any reference to

This laboratory bears no responsibility for sample collection activities, analytical method limitations, or

health effects or interpretation of mold levels is strictly the opinion of Hayes Microbial. In no event, shall

Hayes Microbial or any of its employees be liable for lost profits or any special, incidental or

consequential damages arising out of the use of these test results.



Analysis Report prepared for

# DK Environmental & Construction Services, Inc.

results. These results apply only to the samples as received. This report may not be duplicated, except in

full, without the written consent of Hayes Microbial Consulting, LLC.

The results in this analysis pertain only to this job, collected on the stated date, and should not be used

We received 43 samples by UPS in good condition for this project on July 1st, 2024. We would like to thank you for trusting Hayes Microbial for your analytical needs!

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8786 Sonoma Coast Drive Winter Garden, FL 34787

Phone: **(814) 243-1927** 

55 SW 3rd Avenue Ocala, FL 34471

Collected: June 27, 202, Received: July 1, 2024 Reported: July 2, 2024

Stoplen N. Hayes

Hayes Microbial Consulting, LLC.

Steve Hayes, BSMT(ASCP) Laboratory Director



EPA Laboratory ID: VA01419

Lab ID: #188863

DPH License: #PH-0198

3005 East Boundary Terrace, Suite F. Midlothian, VA. 23112 Hayes Microbial Consulting, LLC.

(804) 562-3435

contact@hayesmicrobial.com

DK Environmental & Construction Services, Inc. 8786 Sonoma Coast Drive Debra Koontz

55 SW 3rd Avenue Ocala, FL 34471

Winte (814)	8780 Sofionia Coast Drive Winter Garden, FL 34787 (814) 243-1927		EPA 600/R-93	Asbestos PLM Bulk EPA 600/R-93/116; EPA 40 CFR Appendix E to Subpart E of Part 763	Asbestos PLM Bulk dix E to Subpart E of Part 763
#	Sample	Material Description	Non-Fibrous	Non-Asbestos Fibers	Asbestos Fibers
-	55-1-1 - Stucco/Typical Exterior Walls/Windows	Homogenous / Stucco / Tan/Gray	100%		None Detected
2	55-1-2 - Stucco/Typical Exterior Walls/Windows	Homogenous / Stucco / Tan/Gray	100%		None Detected
m	55-1-3 - Stucco/Typical Exterior Walls/Windows	Homogenous / Stucco / Tan/Gray	100%		None Detected
4	55-2-1 - Caulk/Exterior Roof Flashing	Homogenous / Caulk / White	100%		None Detected
2	55-2-2 - Caulk/Exterior Roof Flashing	Homogenous / Caulk / White	100%		None Detected
9	55-3-1 - Vinyl Roofing/Typical Exterior Flat Roofs	Homogenous / Vinyl Roof / White/Gray	85%	15% Synthetic Fibers	None Detected
7	55-3-2 - Vinyl Roofing/Typical Exterior Flat Roofs	Homogenous / Viny Roof / White/Gray	85%	15% Synthetic Fibers	None Detected
∞	55-4-1 - Asphalt Shingle/Tar/Typical Exterior Peaked Roof	Homogenous / Shingle / Black	95%	5% Fiberglass	None Detected
		Homogenous / Tar / Black	100%		None Detected
6	55-4-2 - Asphalt Shingle/Tar/Typical Exterior Peaked Roof	Homogenous / Shingle / Black	95%	5% Fiberglass	None Detected
		Homogenous / Tape / Black	100%		None Detected



Brian Keith,

Collected: Jun 27, 2024 Project Analyst:

Received: Jul 1, 2024

Reported: Jul 2, 2024

07 - 01 - 2024

Beviewed By: David HcDrrald David McDrrald Reviewed By:

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contact@hayesmicrobial.com

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07 - 02 - 2024

Date:

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DK Environmental & Construction Services, Inc. 8786 Sonoma Coast Drive Debra Koontz

Winter Garden, FL 34787

55 SW 3rd Avenue Ocala, FL 34471

Asbestos PLM Bulk EPA 600/R-93/116; EPA 40 CFR Appendix E to Subpart E of Part 763

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MICROBIAL CONSULTING

Collected: Jun 27, 2024

Project Analyst: Brian Keith,

Received: Jul 1, 2024

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Date:

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3005 East Boundary Terrace, Suite F. Midlothian, VA. 23112

None Detected

100%

Homogenous / Grout / Gray

None Detected

100%

Homogenous / Grout / Gray

None Detected

100%

Homogenous / Glazing / Gray

None Detected

100%

Homogenous / Floor Tile / White

55-9-1 - 12" X 12" Vinyl Floor Tile/Mastic/Interior Chapel/Kitchen

None Detected

100%

Homogenous / Mastic / White

#24027281

Asbestos PLM Bulk

DK Environmental & Construction Services, Inc. 8786 Sonoma Coast Drive Debra Koontz

Winter Garden, FL 34787

(814) 243-1927

#

55 SW 3rd Avenue Ocala, FL 34471

243-1927		EPA 600/R-93	EPA 600/R-93/116; EPA 40 CFR Appendix E to Subpart E of Part 763	E to Subpart E of Part 763
Sample	Material Description	Non-Fibrous	Non-Asbestos Fibers	Asbestos Fibers
55-6-6 - Drywall/Joint Compound/Typical Interior Walls/Ceilings	Homogenous / Joint Compound / White	100%		None Detected
	Homogenous / Drywall / Beige	100%		None Detected
55-6-7 - Drywall/Joint Compound/Typical Interior Walls/Ceilings	Homogenous / Joint Compound / White	100%		None Detected
	Homogenous / Drywall / Beige	100%		None Detected
55-7-1 - Grout/Interior Front Entry Flooring	Homogenous / Grout / Gray	100%		None Detected

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Reported: Jul 2, 2024 Reviewed By:

Received: Jul 1, 2024

Collected: Jun 27, 2024

Project Analyst: Brian Keith,

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DAVID MCDONAID, PHR DAVID HCDWALD

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55-7-2 - Grout/Interior Front Entry Flooring

55-8-1 - Grout/Typical Interior Hall Flooring

21

55-8-2 - Grout/Typical Interior Hall Flooring

22

DK Environmental & Construction Services, Inc. 8786 Sonoma Coast Drive Debra Koontz

55 SW 3rd Avenue Ocala, FL 34471

86 S inter 114) 2	8780 Sofroma Coast Drive Winter Garden, FL 34787 (814) 243-1927		EPA 600/R-93/	Asbestos PLM Bulk EPA 600/R-93/116; EPA 40 CFR Appendix E to Subpart E of Part 763	Asbestos PLM Bulk	
#	Sample	Material Description	Non-Fibrous	Non-Asbestos Fibers	Asbestos Fibers	
24	55-9-2 - 12" X 12" Vinyl Floor Tile/Mastic/Interior Chapel/Kitchen	Homogenous / Floor Tile / White	100%		None Detected	
		Homogenous / Mastic / Yellow	100%		None Detected	
25	55-10-1 - Caulk/Typical Interior Windows	Homogenous / Caulk / White	100%		None Detected	EXII
26	55-10-2 - Caulk/Typical Interior Windows	Homogenous / Caulk / White	100%		None Detected	
27	55-11-1 - Grout/Typical Interior Window Sills	Homogenous / Grout / White	100%		None Detected	
28	55-11-2 - Grout/Typical Interior Window Sills	Homogenous / Grout / White	100%		None Detected	ios sur
29	55-12-1 - Grout/Interior Baptismal Floor Tile	Homogenous / Grout / White	100%		None Detected	vey Ke
30	55-12-2 - Grout/Interior Baptismal Floor Tile	Homogenous / Grout / White	100%		None Detected	
31	55-13-1 - Caulk/Interior Baptismal Pool	Homogenous / Caulk / White	100%		None Detected	
32	55-13-2 - Caulk/Interior Baptismal Pool	Homogenous / Caulk / White	100%		None Detected	
33	55-14-1 - Sink Mastic/Interior Kitchen	Homogenous / Mastic / Black	%96		4% Chrysotile	

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Date:

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None Detected

100%

Homogenous / Mastic / Yellow

55-18-1 - Carpet Mastic/Typical Interior Flooring

42

#24027281

Asbestos PLM Bulk EPA 600/R-93/116; EPA 40 CFR Appendix E to Subpart E of Part 763

55 SW 3rd Avenue Ocala, FL 34471 DK Environmental & Construction Services, Inc. 8786 Sonoma Coast Drive Winter Garden, FL 34787 (814) 243-1927 Debra Koontz

#	Sample	Material Description	Non-Fibrous	Non-Asbestos Fibers	Asbestos Fibers
34	55-1 4-2 - Sink Mastic/Interior Kitchen	Homogenous / Mastic / Black			(Not Analyzed, Positive Stop)
35	55-14-3 - Sink Mastic/Interior Kitchen	Homogenous / Mastic / Black			( Not Analyzed, Positive Stop )
36	55-15-1 - 12" X 12" Vinyl Floor Tile/Mastic/Interior North Women's Room	Homogenous / Floor Tile / Gray	100%		None Detected
		Homogenous / Mastic / White	100%		None Detected
37	55-15-2 - 12" X 12" Vinyl Floor Tile/Mastic/Interior North Women's Room	Homogenous / Floor Tile / Gray	100%		None Detected
		Homogenous / Mastic / Yellow	100%		None Detected
38	55-16-1 - Grout/Interior North Men's Room Flooring	Homogenous / Grout / Green	100%		None Detected
39	55-16-2 - Grout/Interior North Men's Room Flooring	Homogenous / Grout / Green	100%		None Detected
40	55-17-1 - Wallpaper/Interior North Women's Room Walls	Homogenous / Wallpaper / Red/Gray/White	85%	15% Cellulose Fibers	None Detected
41	55-17-2 - Wallpaper/Interior North Women's Room Walls	Homogenous / Wallpaper / Red/Gray/White	85%	15% Cellulose Fibers	None Detected

HAYES MICROBIAL CONSULTING

Brian Keith,

Collected: Jun 27, 2024 Project Analyst:

Received: Jul 1, 2024

Reported: Jul 2, 2024 Reviewed By:

07 - 01 - 2024

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Page: **6** of **8** 07 - 02 - 2024

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#

#24027281	Asbestos PLM Bulk EPA 600/R-93/116; EPA 40 CFR Appendix E to Subpart E of Part 763	rs Asbestos Fibers	None Detected
	/116; EPA 40 CFR Appe	Non-Fibrous Non-Asbestos Fibers	
	EPA 600/R-93	Non-Fibrous	100%
55 SW 3rd Avenue Ocala, FL 34471		Material Description	Homogenous / Mastic / White
Debra Koontz DK Environmental & Construction Services, Inc. Oc Oc	Winter Garden, FL 34787 814) 243-1927	Sample	55-18-2 - Carpet Mastic/Typical Interior Flooring
Debra DK Ei	Winter (814) 2	#	43

07 - 02 - 2024 Date: David McDonald, PHR DAVID HCDINALA Reported: Jul 2, 2024 07 - 01 - 2024 Received: Jul 1, 2024 Collected: Jun 27, 2024 Project Analyst: Brian Keith, HAYES MICROBIAL CONSULTING

Asbestos Analysis Information

# Debra Koontz DK Environmental & Construction Services, Inc. 8786 Sonoma Coast Drive Winter Garden, FL 34787 (814) 243-1927

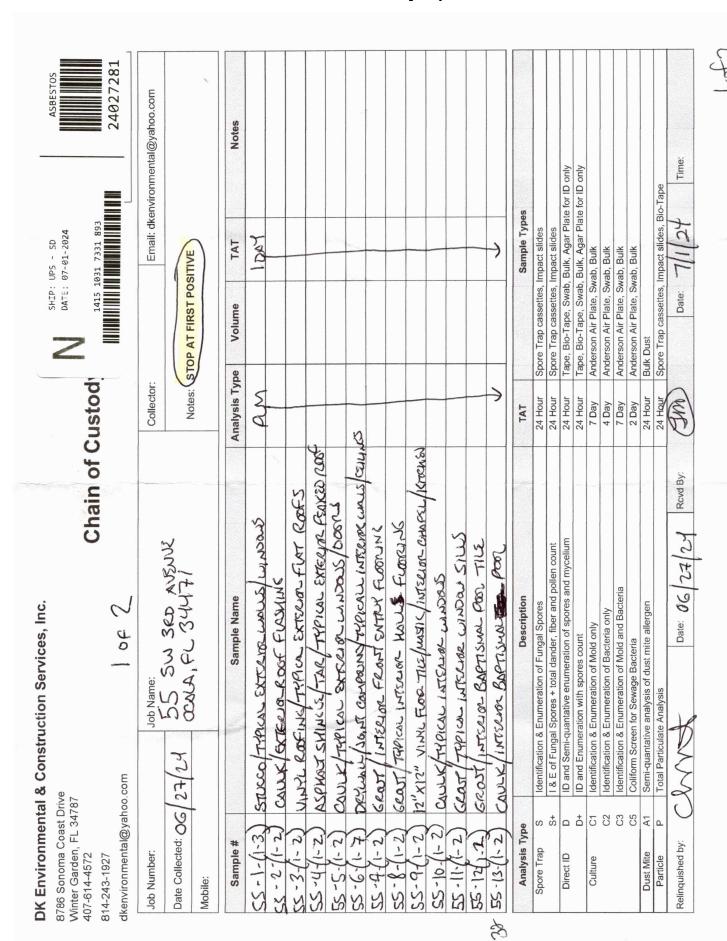
55 SW 3rd Avenue Ocala, FL 34471

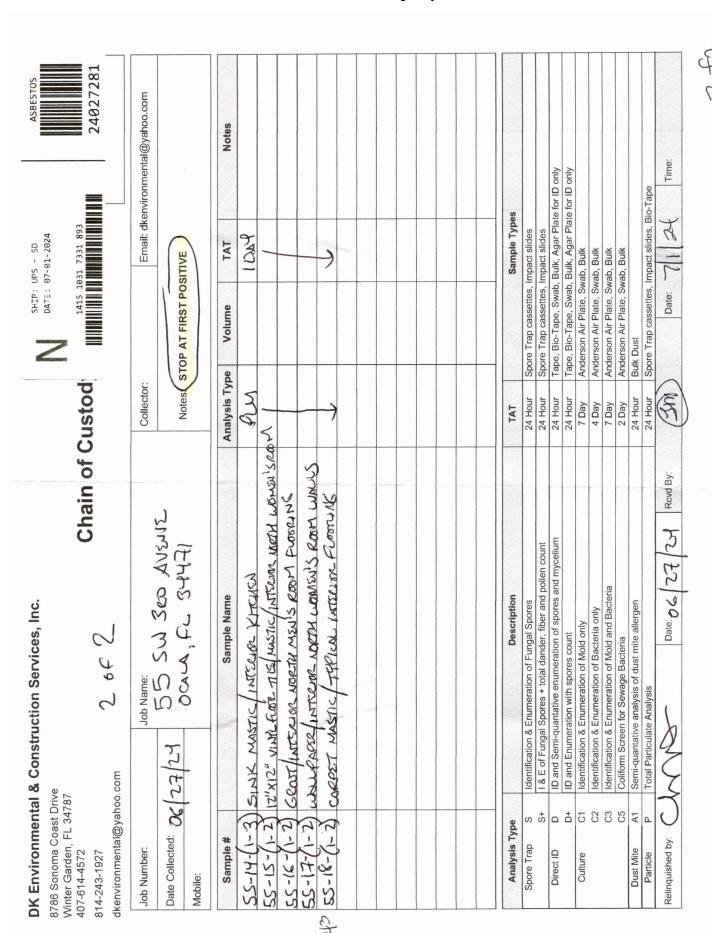
Analysis Details	All samples were received in acceptable condition unless otherwise noted on the report. This report must not be used by the client to claim product certification, approval, or endorsement by AIHA, NIST, NVLAP, NY ELAP, or any agency. The results relate only to the items tested. Hayes Microbial Consulting reserves the right to dispose of all samples after a period of 60 days in compliance with state and federal guidelines.
PLM Analysis	All Polarized Light Microscopy (PLM) results include an inherent uncertainty of measurement associated with estimating percentages by PLM. Materials with interfering matrix, low asbestos content, or small fiber size may require additional analysis via TEM Analysis.
TEM Analysis	Analysis by TEM is capable of providing positive identification of asbestos type(s) and semi-quantitation of asbestos content.
Definitions	'None Detected' - Below the detected reporting limit of 1% unless point counting is performed, then the detected reporting limit is .25%.
New York ELAP	Per NY ELAP198.6 (NOB), TEM is the only reliable method to declare an NOB material as Non-Asbestos Containing.
	Any NY ELAP samples that are subcontracted to another laboratory will display the name and ELAP Lab Identification number in the report page heading of those samples. The original report provided to Hayes Microbial Consulting is available upon request.



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•www.dk-environmental.com

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### **ASBESTOS SURVEY REPORT**

#### PREPARED FOR THE FOLLOWING PROPERTY:



123 SW 3rd Avenue Ocala, FL 34471

**PERFORMED ON:** 

June 25, 2024

PERFORMED AND PREPARED BY:

Chris Ritko
Asbestos Building Inspector
193196

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- I. INTRODUCTION
- II. **SURVEY SUMMARY**
- III. **ASBESTOS OVERVIEW**
- IV. **LIMITATIONS**
- V. **ANALYTICAL RESULTS**
- VI. **ASBESTOS RECOMMENDATIONS**
- VII. **SAMPLING LOCATIONS FLOOR PLAN**
- VIII. **SAMPLING PHOTOGRAPHS**
- IX. **LICENSING**
- Χ. **GLOSSARY**
- XI. LABORATORY REPORT

Confidentiality Notice: This Asbestos Survey Report is intended only for the use of the individual or entity addressed, and may contain information that is privileged, confidential, and exempt from disclosure under applicable law. If you are not the intended recipient or responsible for delivering this report to the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this report, in whole or in part, is prohibited. If you have received this report in error, please notify us immediately. Thank you.

#### I. INTRODUCTION

Property Address: 123 SW 3rd Avenue

Ocala, FL 34471

**Survey Performed For:** City of Ocala, Engineering & Water Resources Dept.

201 SE 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor, Ocala, FL 34471

Survey Performed By: Chris Ritko, Asbestos Building Inspector

Company: DK Environmental & Construction Services

8786 Sonoma Coast Drive Winter Garden, FL 34787

407-614-4572

Date of On-Site Survey: June 25, 2024

Date of Report: July 02, 2024

DK Environmental & Construction Services, Inc. (DKE) has completed a limited Asbestos Survey at the property address listed above. This report contains the results of the Survey. The purpose of this Survey was to identify the presence of asbestos-containing materials that may be disturbed during planned demolition. This limited Asbestos Survey report presents data that describes the location of asbestos-containing material (ACM) identified in the subject property. This Survey was conducted on site by an EPA-trained professional asbestos building inspector.

This report is intended for the exclusive use of our client. The findings are relevant to the conditions observed during the physical process of performing the Survey. These findings should not be treated as absolute, nor should they be relied upon to represent conditions at significantly later dates.

We appreciate the opportunity to provide environmental consulting services to your organization. If you have any questions or need additional assistance, please call (407)614-4572.

Chris Ritko

Asbestos Building Inspector

193196

#### II. SURVEY SUMMARY

On June 25, 2024 an Asbestos Survey was performed at 123 SW 3rd Avenue, Ocala, FL 34471. The property is a detached single-story building comprised of offices and community rooms. It is approximately 929 square feet and was constructed in 1966.

The purpose of this Survey was to identify the presence of asbestos-containing materials that may be disturbed during planned demolition. Limited bulk samples were collected and AHERA protocols were adhered to.

The Asbestos Survey consisted of three basic procedures: 1) conducting a visual inspection of the property; 2) identifying homogeneous areas (HAs) of suspect surfacing, thermal system insulation, and miscellaneous materials; and 3) sampling accessible, friable, and non-friable suspect materials. Some building components may have been inaccessible at the time of this screening, or were not tested because they were covered by other building materials (paneling, tile, siding, etc.). It is possible that ACBMs may be hidden by these materials.

The property was visually inspected for the presence of building materials that are suspected to contain asbestos. With regard to asbestos, bulk material samples were collected and analyzed for asbestos content. These services were performed exercising the customary skill and competence of consulting professionals in the relevant disciplines in this region.

Bulk samples of identified suspect ACM were collected and placed into individual containers for transport to a National Voluntary Lab Accreditation Program (NVLAP)/American Industrial Hygiene Association (AIHA)-accredited laboratory for analysis. The collection of bulk samples consisted of physically removing a small piece of material and placing it in a marked, airtight container. The sample container identification numbers were also recorded in the field notes.

#### III. ASBESTOS OVERVIEW

Asbestos is a generic name given to a fibrous variety of naturally occurring minerals that have been used for many years in commercial products, based on specific properties of the minerals. Asbestos occurs in fiber bundles, which are composed of long and thin fibers that can be easily separated from one another. These mineral products possess high tensile strength, flexibility, resistance to chemical and thermal degradation, and high electrical resistance. The minerals are easily woven into various types of textiles, fabrics, cloths, sheets, panels, or mixed into adhesives, coatings, surfacing materials and cement products. Typically asbestos-containing building materials (ACBM) are segregated into three categories: Thermal System Insulation (TSI) usually found on pipes, boilers, and HVAC ducts; surfacing materials such as sprayed or troweled-on fireproofing and insulation, and plasters; and miscellaneous materials including vinyl composite floor tiles, floor sheeting, adhesives, roofing materials, window glazing and cement products.

Friable asbestos-containing material (ACM), is defined as any material containing more than one percent (1%) asbestos as determined using the method specified in Appendix A, Subpart F, 40 CFR Part 763, Section 1, Polarized Light Microscopy (PLM), that, when dry, can be crumbled, pulverized or reduced to powder by hand pressure. (Sec. 61.141)

Non-friable ACM is any material containing more than one percent (1%) asbestos as determined using the method specified in Appendix A, Supbart F, 40 CFR Part 763, Section 1, Polarized Light Microscopy (PLM), that, when dry, cannot be crumbled, pulverized, or reduced to powder by hand pressure. EPA also defines two categories of non-friable ACM, Category I and Category II non-friable ACM, which are described later in this guidance.

"Regulated Asbestos-Containing Material" (RACM) is (a) friable asbestos material, (b) Category I non-friable ACM that has become friable, (c) Category I non-friable ACM that will be or has been subjected to sanding, grinding, cutting or abrading, or (d) Category II non-friable ACM that has a high probability of becoming or has become crumbled, pulverized, or reduced to powder by the forces expected to act on the material in the course of demolition or renovation operations.

The EPA's National Emission Standard for Hazardous Air Pollutants (NESHAP) regulations and the Florida Department of Environmental Protection (FDEP) Asbestos program regulate the removal and disposal of asbestos-containing building materials (any material containing more than 1% asbestos).

Potential effects on workers or occupants in buildings where asbestos-containing materials (ACM) are present may occur when exposure to asbestos fibers is caused by deterioration, damage or renovation disturbance of ACBMs. Federal regulations pertaining to asbestos include 40 Code of Federal Regulations (CFR) 763 (a subchapter of the Toxic Substance Control Act (TSCA)); Occupational Safety and Health Act (OSHA) 29 CFR 1910 Subpart Z and 29 CFR 1926 Subpart Z.

Asbestos NESHAP regulations must be followed for demolitions and/or renovations of facilities with at least 260 linear feet of regulated asbestos-containing materials (RACM) on pipes, 160 square feet of regulated asbestos-containing materials on other facility components, or at least 35 cubic feet of facility components where the amount of RACM previously removed from pipes and other facility components could not be measured before stripping. If dimensions fall below these thresholds, Asbestos NESHAP regulations need not be followed for demolition and/or renovation activities.

#### IV. LIMITATIONS

This report has been prepared to assist in evaluating the potential presence of asbestos-containing material in the property. The objective of this assessment was to perform the work with care, exercising the customary skill and competence of consulting professionals in the relevant disciplines in this region. The conclusions presented in this report are professional opinions based upon visual observations of the site at the time of DKE's investigation and the results of laboratory analysis. The opinions presented herein apply to site conditions existing at the time of our investigation and those reasonably foreseeable. DKE cannot act as insurers, and no express or implied representation or warrant is included or intended in our report except that our work was performed, within the limits prescribed by our client, with the customary thoroughness and competence of our profession at the time and place the services were rendered. DKE cannot and will not warrant that this Asbestos Survey that was requested by the client will satisfy the dictates of, or provide a legal defense in connection with, any environmental laws or regulations. It is the responsibility of the client to know and abide by all applicable laws, regulations, and standards. The results reported and conclusions reached by DKE are solely for the benefit of the client. The results and opinions in this report, based solely upon the conditions found on the property as of the date of the Survey, will be valid only as of the date of the Survey.

Please note that the test results relate only to those homogeneous materials tested. If conditions or materials, other than those addressed in this report are encountered during the planned renovation/demolition activities, DKE should be contacted to assess the potential impact of these materials or conditions relative to the findings or recommendations included herein. The survey was performed by observing suspect materials throughout the structure where accessible. DKE must emphasize that it is not possible to look within every location of a building. The visual survey documents only general locations of suspect materials but does not determine exact boundaries. Concealed locations of asbestos may exist at the subject property, and the levels may vary from those stated in this report. There may be variations in the composition of materials which appear similar. Materials may be hidden from view and not accessible. No attempt was made to disassemble equipment or demolish structural elements and finishes as this is beyond the scope of our authorized services. Visual observations were made only at safe and convenient locations. Due to these limitations, wall voids, flooring under carpet, building cavities and mechanical equipment, and other areas may contain unreported asbestos-containing materials. Suspect materials not previously identified in this report may be encountered during any These materials should be assumed asbestos renovation/demolition activity. containing material until sample collection and subsequent analysis prove otherwise. Unsafe structures should be assumed to contain asbestos materials unless the suspect material is noted as sampled. All fire doors should be assumed asbestos containing material since disassembly of locks and/or other work to access the door insulation is not possible.

#### V. ANALYTICAL RESULTS

Samples were analyzed by Hayes Microbial Consulting in Midlothian, VA. Hayes Microbial Consulting is an American Industrial Hygiene Association (AIHA)-accredited laboratory.

All samples were analyzed utilizing Polarized Light Microscopy (PLM) according to EPA Method 600/R-93/116. Any material that contains greater that one percent asbestos is considered an ACM and must be handled according to the Occupational Safety and Health Administration (OSHA), EPA and applicable state and local regulations.

The following table contains information regarding bulk samples found to contain asbestos by definition. The laboratory report has also been included at the end of this report.

	Bulk Collection and Sample Analysis Results						
Sample Number	Description	Condition	Friable	Asbestos Percent and Type	Location/ Amount	NESHAP Category	
123-1-1	Asphalt Shingle/Black	Intact	No	None Detected	Typical Exterior Roof	NA	
123-1-1	Tar/Black	Intact	No	None Detected	Typical Exterior Roof	NA	
123-1-1	Asphalt Shingle/Black	Intact	No	None Detected	Typical Exterior Roof	NA	
123-1-1	Tar/Black	Intact	No	None Detected	Typical Exterior Roof	NA	
123-1-2	Asphalt Shingle/Black	Intact	No	None Detected	Typical Exterior Roof	NA	
123-1-2	Tar/Black	Intact	No	None Detected	Typical Exterior Roof	NA	
123-2-1	Caulk/Off-White	Intact	No	None Detected	Typical Exterior Windows	NA	
123-2-2	Caulk/Off-White	Intact	No	None Detected	Typical Exterior Windows	NA	
123-3-1	Joint Compound/Off-White	Intact	No	None Detected	Typical Interior Ceilings	NA	
123-3-1	Drywall/White	Intact	No	None Detected	Typical Interior Ceilings	NA	
123-3-2	Joint Compound/White	Intact	No	None Detected	Typical Interior Ceilings	NA	

Sample Number	Description	Condition	Friable	Asbestos Percent and Type	Location/ Amount	NESHAP Category
123-3-2	Joint Compound/Off-White	Intact	No	None Detected	Typical Interior Ceilings	NA
123-3-2	Drywall/White/Brown	Intact	No	None Detected	Typical Interior Ceilings	NA
123-3-3	Joint Compound/White	Intact	No	None Detected	Typical Interior Ceilings	NA
123-3-3	Joint Compound/Off-White	Intact	No	None Detected	Typical Interior Ceilings	NA
123-3-3	Drywall/White/Brown	Intact	No	None Detected	Typical Interior Ceilings	NA
123-3-4	Joint Compound/White	Intact	No	None Detected	Typical Interior Ceilings	NA
123-3-4	Joint Compound/Off-White	Intact	No	None Detected	Typical Interior Ceilings	NA
123-3-4	Drywall/White/Brown	Intact	No	None Detected	Typical Interior Ceilings	NA
123-3-5	Joint Compound/Off-White	Intact	No	None Detected	Typical Interior Ceilings	NA
123-3-5	Drywall/White/Brown	Intact	No	None Detected	Typical Interior Ceilings	NA
123-3-6	Joint Compound/White	Intact	No	None Detected	Typical Interior Ceilings	NA
123-3-6	Joint Compound/Off-White	Intact	No	None Detected	Typical Interior Ceilings	NA
123-3-6	Drywall/White/Brown	Intact	No	None Detected	Typical Interior Ceilings	NA
123-3-7	Joint Compound/White	Intact	No	None Detected	Typical Interior Ceilings	NA
123-3-7	Joint Compound/Off-White	Intact	No	None Detected	Typical Interior Ceilings	NA
123-3-7	Drywall/White/Brown	Intact	No	None Detected	Typical Interior Ceilings	NA
123-4-1	Plaster/Skim Coat/White	Intact	No	None Detected	Typical Interior Walls	NA
123-4-1	Plaster/Rough Coat/Tan	Intact	No	None Detected	Typical Interior Walls	NA

Sample Number	Description	Condition	Friable	Asbestos Percent and Type	Location/ Amount	NESHAP Category
123-4-2	Plaster/Skim Coat/White	Intact	No	None Detected	Typical Interior Walls	NA
123-4-2	Plaster/Rough Coat/Tan	Intact	No	None Detected	Typical Interior Walls	NA
123-4-3	Plaster/Skim Coat/White	Intact	No	None Detected	Typical Interior Walls	NA
123-4-3	Plaster/Rough Coat/Tan	Intact	No	None Detected	Typical Interior Walls	NA
123-4-4	Plaster/Skim Coat/White	Intact	No	None Detected	Typical Interior Walls	NA
123-4-4	Plaster/Rough Coat/Tan	Intact	No	None Detected	Typical Interior Walls	NA
123-4-5	Plaster/Skim Coat/White	Intact	No	None Detected	Typical Interior Walls	NA
123-4-5	Plaster/Rough Coat/Tan	Intact	No	None Detected	Typical Interior Walls	NA
123-4-6	Plaster/Skim Coat/White	Intact	No	None Detected	Typical Interior Walls	NA
123-4-6	Plaster/Rough Coat/Tan	Intact	No	None Detected	Typical Interior Walls	NA
123-4-7	Plaster/Skim Coat/White	Intact	No	None Detected	Typical Interior Walls	NA
123-4-7	Plaster/Rough Coat/Tan	Intact	No	None Detected	Typical Interior Walls	NA
123-5-1	Insulation/White	Intact	No	None Detected	Typical Interior	NA
123-5-2	Insulation/White	Intact	No	None Detected	Typical Interior	NA
123-6-1	12"x12" Floor Tile/Beige	Intact	No	None Detected	Interior Front Entry	NA
123-6-1	Adhesive/Yellow	Intact	No	None Detected	Interior Front Entry	NA
123-6-2	12"x12" Floor Tile/Beige	Intact	No	None Detected	Interior Front Entry	NA
123-6-2	Adhesive/Yellow	Intact	No	None Detected	Interior Front Entry	NA

Sample Number	Description	Condition	Friable	Asbestos Percent and Type	Location/ Amount	NESHAP Category
123-7-1	Terrazzo Flooring/White	Intact	No	None Detected	Typical Interior	NA
123-7-2	Terrazzo Flooring/White	Intact	No	None Detected	Typical Interior	NA
123-8-1	12"x12" Floor Tile/ Off-White/Tan	Intact	No	None Detected	Interior Bathroom	NA
123-8-1	Adhesive/Yellow	Intact	No	None Detected	Interior Bathroom	NA
123-8-2	12"x12" Floor Tile/ Off-White/Tan	Intact	No	None Detected	Interior Bathroom	NA
123-8-2	Adhesive/Yellow	Intact	No	None Detected	Interior Bathroom	NA
123-9-1	Adhesive/Caulk-Like/ Off-White	Intact	No	None Detected	Interior Bathroom Edges	NA
123-9-1	12"x12" Floor Tile/Off-White	Intact	No	None Detected	Interior Bathroom Edges	NA
123-9-2	Adhesive/Caulk-Like/ Off-White	Intact	No	None Detected	Interior Bathroom Edges	NA
123-9-2	12"x12" Floor Tile/Off-White	Intact	No	None Detected	Interior Bathroom Edges	NA
123-10-1	Grout/White	Intact	No	None Detected	Interior Bathroom Wall Tile	NA
123-10-2	Grout/White	Intact	No	None Detected	Interior Bathroom Wall Tile	NA
123-11-1	Grout/White	Intact	No	None Detected	Typical Interior Tile Widow Sills	NA
123-11-2	Grout/White	Intact	No	None Detected	Typical Interior Tile Widow Sills	NA
123-12-1	Caulk/Off-White	Intact	No	None Detected	Typical Interior Windows	NA
123-12-2	Caulk/Off-White	Intact	No	None Detected	Typical Interior Windows	NA
123-13-1	Wall Tile Mastic/Brown	Intact	No	None Detected	Interior Kitchen	NA
123-13-2	Wall Tile Mastic/Brown	Intact	No	None Detected	Interior Kitchen	NA

#### VI. ASBESTOS RECOMMENDATIONS

Asbestos NESHAP regulations must be followed for demolitions and/or renovations of facilities with at least 260 linear feet of regulated asbestos-containing materials (RACM) on pipes, 160 square feet of regulated asbestos-containing materials on other facility components, or at least 35 cubic feet of facility components where the amount of RACM previously removed from pipes and other facility components could not be measured before stripping. If dimensions fall below these thresholds, Asbestos NESHAP regulations need not be followed for demolition and/or renovation activities.

The EPA and NESHAP recommend that a point-counting procedure be utilized for confirmation of asbestos percentage in friable materials that are visually estimated by PLM methodology to contain less than 10% asbestos. The 400 Point Count Procedure referenced in EPA 600/M4-82-020 (1987) and EPA 600/R-93/116 (1993) is commonly employed. Without the material being point counted or if point counting determined that material contains greater than one percent asbestos, it would be deemed an asbestos containing material and would need to be removed by a Florida licensed asbestos contractor prior to disturbance.

Disturbances to Asbestos Containing Materials:

- Should be performed by a Florida Licensed Asbestos Abatement Contractor
- U.S. Occupational Safety and Health Administration (OSHA) regulations apply to the disturbance of material; containing any percentage of asbestos fibers as outlined in 29 CFR 1926.1101-OSHA's Asbestos Standard for the Construction Industry. The contractor will need to comply with the specific training, duties and responsibilities outlined in this CFR.
- OSHA 29 CFR 1910.1001. OSHA 29 CFR 1910.1001 requires the communication of information concerning asbestos hazards. Employees engaged in work activities with installed ACM may be exposed to asbestos fibers. The owner or operator should take the necessary steps to reduce the potential for disturbance.

EPA National Emission Standards for Hazardous Air Pollutants (NESHAP) is applicable to amounts of asbestos that contains at least 260 linear feet on pipes or at least 160 square feet on other facility components, or (ii) At least 35 cubic feet off facility components where the length or area could not be measured previously.

The EPA's National Emission Standard for Hazardous Air Pollutants (NESHAP) regulations and the Florida Department of Environmental Protection (DEP) Asbestos program regulate the removal and disposal of asbestos-containing building materials. The Florida Department of Environmental Protection (DEP) administers an asbestos removal program under Chapter 62-257, Florida

Administrative Code. The Asbestos NESHAP has been adopted by reference in section 62-204.800, Florida Administrative Code. The program's intent is to minimize the release of asbestos fibers during activities involving the processing, handling, and disposal of asbestos-containing material.

The regulations of these agencies require the removal of friable asbestos-containing materials prior to extensive renovation or demolition projects, and the removal of non-friable asbestos-containing materials that may be rendered friable in the course of renovation or demolition projects. Only a Florida licensed asbestos contractor using properly trained, certified, and licensed asbestos workers can perform asbestos removal projects in Florida. Air monitoring during and after abatement activities is also recommended to document the fiber levels inside and outside the abatement work area.

The asbestos NESHAP requires that an asbestos trained person be on site i.e. 40 CFR 61.145 (c) (8) states in part "no RACM shall be stripped, removed, or otherwise handled or disturbed at a facility regulated by this section unless at least one on-site representative, such as a foreman or management level person or other authorized person, trained in the provisions of this regulation and the means of complying with them is present."

DEP recommends that this "trained person" be on site when non-friable ACM is present so that developing problems can be caught early and corrected without delay. In addition, the regulations require the owner of the building and/or the operator to notify the applicable DEP District Office or Local Pollution Control Agency before any demolition, or before renovations of buildings that contain a certain threshold amount of asbestos or asbestos containing materials.

Florida requires the submission of a 10-Day Notification for all renovations and demolitions of facilities with at least 260 linear feet of regulated asbestos-containing materials (RACM), 160 square feet of regulated asbestos containing materials on other facility components, or at least 35 cubic feet off facility components. Asbestos waste requires disposal at an approved solid waste disposal facility.

Local agencies may also have specific requirements for demolition/renovation projects involving asbestos-containing building materials.

OSHA 29 CFR 1910.1001 requires the communication of information concerning asbestos hazards. Employees engaged in work activities with installed ACM may be exposed to asbestos fibers. The owner or operator should take the necessary steps to reduce the potential for disturbance.

29 CFR 1926.1101- OSHA's Asbestos Standard for the Construction Industry does apply to the abatement, renovation and/or demolition of all buildings identified with asbestos containing material. The contractor will need to comply with the specific training, duties and responsibilities outlined in this CFR.

If asbestos containing materials identified within, or on, the property will be disturbed or otherwise caused to become friable within the scope of the renovation, they should be removed from the structures prior to the maneuvers taking place according to applicable regulations.

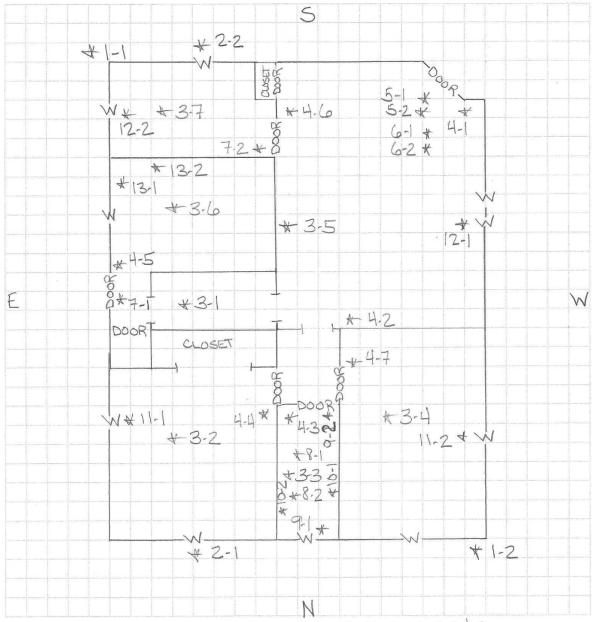
No other recommendations regarding asbestos containing materials are required at this time. In the event concealed building materials are discovered during future renovation or demolition activities, which are suspected to contain asbestos, the materials should be sampled and analyzed to confirm the presence of asbestos prior to the disturbing such materials.

#### VII. SAMPLING LOCATIONS FLOOR PLAN



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#### SITE PLAN



Address Case #

#### VIII. SAMPLING PHOTOGRAPHS



123-1 Asphalt Shingle/Tar Typical Exterior Roof



123-2 Caulk Typical Exterior Windows



123-3 Drywall/Joint Compound Typical Interior Ceilings



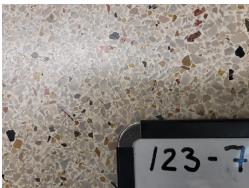
123-4 Plaster Typical Interior Walls



123-5 Insulation Typical Interior



123-6 12"x12" Floor Tile/Adhesive Interior Front Entry



123-7 Terrazzo Flooring Typical Interior



123-8 12"x12" Floor Tile/Adhesive Interior Bathroom



123-9 12"x12" Floor Tile/Adhesive Interior Bathroom Edges



123-10 Grout Interior Bathroom Wall Tile



123-11 Grout Typical Interior Tile Window Sills



123-12 Caulk Typical Interior Windows



123-13 Wall Tile Mastic Interior Kitchen

#### IX. LICENSING





#### X. GLOSSARY

**Active waste disposal site**: any disposal site other than an inactive site.

**Adequately wet**: sufficiently mix or penetrate with liquid to prevent the release of particulates. If visible emissions are observed coming from asbestos-containing material, then that material has not been adequately wetted. However, the absence of visible emissions is not sufficient evidence of being adequately wet.

**Asbestos**: the asbestiform varieties of serpentinite (chrysotile), riebeckite (crocidolite), cummingtonite-grunerite, anthophyllite, and actinolite-tremolite.

Asbestos-containing waste materials: mill tailings or any waste that contains commercial asbestos and is generated by a source subject to the provisions of this subpart. This term includes filters from control devices, friable asbestos waste material, and bags or other similar packaging contaminated with commercial asbestos. As applied to demolition and renovation operations, this term also includes regulated asbestos-containing material waste and materials contaminated with asbestos including disposable equipment and clothing.

**Asbestos mill**: any facility engaged in converting, or in any intermediate step in converting, asbestos ore into commercial asbestos. Outside storage of asbestos material is not considered a part of the asbestos mill.

**Asbestos tailings**: any solid waste that contains asbestos and is a product of asbestos mining or milling operations.

**Asbestos waste from control devices**: any waste material that contains asbestos and is collected by a pollution control device.

Category I non-friable asbestos-containing material (ACM): asbestos-containing packings, gaskets, resilient floor covering, and asphalt roofing products containing more than 1 percent asbestos as determined using the method specified in appendix E, subpart E, 40 CFR part 763, section 1, Polarized Light Microscopy.

**Category II non-friable ACM**: any material, excluding Category I non-friable ACM, containing more than 1 percent asbestos as determined using the methods specified in appendix E, subpart E, 40 CFR part 763, section 1, Polarized Light Microscopy that, when dry, cannot be crumbled, pulverized, or reduced to powder by hand pressure.

**Commercial asbestos**: any material containing asbestos that is extracted from ore and has value because of its asbestos content.

Cutting: to penetrate with a sharp-edged instrument and includes sawing, but

does not include shearing, slicing, or punching.

**Demolition**: the wrecking or taking out of any load-supporting structural member of a facility together with any related handling operations or the intentional burning of any facility.

**Emergency renovation operation**: a renovation operation that was not planned but results from a sudden, unexpected event that, if not immediately attended to, presents a safety or public health hazard, is necessary to protect equipment from damage, or is necessary to avoid imposing an unreasonable financial burden. This term includes operations necessitated by nonroutine failures of equipment.

**Fabricating**: any processing (e.g., cutting, sawing, drilling) of a manufactured product that contains commercial asbestos, with the exception of processing at temporary sites (field fabricating) for the construction or restoration of facilities. In the case of friction products, fabricating includes bonding, debonding, grinding, sawing, drilling, or other similar operations performed as part of fabricating.

**Facility**: any institutional, commercial, public, industrial, or residential structure, installation, or building (including any structure, installation, or building containing condominiums or individual dwelling units operated as a residential cooperative, but excluding residential buildings having four or fewer dwelling units); any ship; and any active or inactive waste disposal site. For purposes of this definition, any building, structure, or installation that contains a loft used as a dwelling is not considered a residential structure, installation, or building. Any structure, installation or building that was previously subject to this subpart is not excluded, regardless of its current use or function.

Facility component: any part of a facility including equipment.

**Friable asbestos material**: any material containing more than 1 percent asbestos as determined using the method specified in appendix E, subpart E, 40 CFR part 763 section 1, Polarized Light Microscopy, that, when dry, can be crumbled, pulverized, or reduced to powder by hand pressure. If the asbestos content is less than 10 percent as determined by a method other than point counting by polarized light microscopy (PLM), verify the asbestos content by point counting using PLM.

**Fugitive source**: any source of emissions not controlled by an air pollution control device.

**Glove bag**: a sealed compartment with attached inner gloves used for the handling of asbestos-containing materials. Properly installed and used, glove bags provide a small work area enclosure typically used for small-scale asbestos stripping operations. Information on glove-bag installation, equipment and supplies, and work practices is contained in the Occupational Safety and Health

Administration's (OSHA's) final rule on occupational exposure to asbestos (appendix G to 29 CFR 1926.58).

**Grinding**: to reduce to powder or small fragments and includes mechanical chipping or drilling.

**In poor condition**: the binding of the material is losing its integrity as indicated by peeling, cracking, or crumbling of the material.

**Inactive waste disposal site**: any disposal site or portion of it where additional asbestos-containing waste material has not been deposited within the past year. Installation means any building or structure or any group of buildings or structures at a single demolition or renovation site that are under the control of the same owner or operator (or owner or operator under common control).

Leak-tight: solids or liquids cannot escape or spill out. It also means dust-tight.

**Malfunction**: any sudden and unavoidable failure of air pollution control equipment or process equipment or of a process to operate in a normal or usual manner so that emissions of asbestos are increased. Failures of equipment shall not be considered malfunctions if they are caused in any way by poor maintenance, careless operation, or any other preventable upset conditions, equipment breakdown, or process failure.

**Manufacturing**: the combining of commercial asbestos-or, in the case of woven friction products, the combining of textiles containing commercial asbestos-with any other material(s), including commercial asbestos, and the processing of this combination into a product. Chlorine production is considered a part of manufacturing.

**Natural barrier**: a natural object that effectively precludes or deters access. Natural barriers include physical obstacles such as cliffs, lakes or other large bodies of water, deep and wide ravines, and mountains. Remoteness by itself is not a natural barrier.

**Non-friable asbestos-containing material**: any material containing more than 1 percent asbestos as determined using the method specified in appendix E, subpart E, 40 CFR part 763, section 1, Polarized Light Microscopy, that, when dry, cannot be crumbled, pulverized, or reduced to powder by hand pressure.

**Nonscheduled renovation operation**: a renovation operation necessitated by the routine failure of equipment, which is expected to occur within a given period based on past operating experience, but for which an exact date cannot be predicted.

**Outside air**: the air outside buildings and structures, including, but not limited to, the air under a bridge or in an open air ferry dock.

Owner or operator of a demolition or renovation activity: any person who owns, leases, operates, controls, or supervises the facility being demolished or renovated or any person who owns, leases, operates, controls, or supervises the demolition or renovation operation, or both.

**Particulate asbestos material**: finely divided particles of asbestos or material containing asbestos.

**Planned renovation operations**: a renovation operation, or a number of such operations, in which some RACM will be removed or stripped within a given period of time and that can be predicted. Individual nonscheduled operations are included if a number of such operations can be predicted to occur during a given period of time based on operating experience.

Regulated asbestos-containing material (RACM): (a) Friable asbestos material, (b) Category I non-friable ACM that has become friable, (c) Category I non-friable ACM that will be or has been subjected to sanding, grinding, cutting, or abrading, or (d) Category II non-friable ACM that has a high probability of becoming or has become crumbled, pulverized, or reduced to powder by the forces expected to act on the material in the course of demolition or renovation operations regulated by this subpart.

**Remove**: to take out RACM or facility components that contain or are covered with RACM from any facility.

**Renovation**: altering a facility or one or more facility components in any way, including the stripping or removal of RACM from a facility component. Operations in which load-supporting structural members are wrecked or taken out are demolitions.

**Resilient floor covering**: asbestos-containing floor tile, including asphalt and vinyl floor tile, and sheet vinyl floor covering containing more than 1 percent asbestos as determined using polarized light microscopy according to the method specified in appendix E, subpart E, 40 CFR part 763, Section 1, Polarized Light Microscopy.

**Roadways**: surfaces on which vehicles travel. This term includes public and private highways, roads, streets, parking areas, and driveways.

**Strip**: to take off RACM from any part of a facility or facility components.

**Structural member**: any load-supporting member of a facility, such as beams and load supporting walls; or any nonload-supporting member, such as ceilings and nonload-supporting walls.

**Visible emissions**: any emissions, which are visually detectable without the aid of instruments, coming from RACM or asbestos-containing waste material, or from any asbestos milling, manufacturing, or fabricating operation. This does not include condensed, uncombined water vapor.

**Waste generator**: any owner or operator of a source covered by this subpart whose act or process produces asbestos-containing waste material.

**Waste shipment record**: the shipping document, required to be originated and signed by the waste generator, used to track and substantiate the disposition of asbestos-containing waste material.

**Working day**: Monday through Friday and includes holidays that fall on any of the days Monday through Friday.

your use of the test results. Interpretation and use of test results are your responsibility. Any reference to

This laboratory bears no responsibility for sample collection activities, analytical method limitations, or

health effects or interpretation of mold levels is strictly the opinion of Hayes Microbial. In no event, shall

Hayes Microbial or any of its employees be liable for lost profits or any special, incidental or

consequential damages arising out of the use of these test results.



#24027280

Analysis Report prepared for

## DK Environmental & Construction Services, Inc.

results. These results apply only to the samples as received. This report may not be duplicated, except in

full, without the written consent of Hayes Microbial Consulting, LLC.

The results in this analysis pertain only to this job, collected on the stated date, and should not be used

We received 36 samples by UPS in good condition for this project on July 1st, 2024. We would like to thank you for trusting Hayes Microbial for your analytical needs!

in the interpretation of any other job. Information supplied by the customer can affect the validity of

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Phone: **(814) 243-1927** 

123 SW 3rd Avenue Ocala, FL 34471

Collected: June 25, 2024 Received: July 1, 2024 Reported: July 2, 2024

Stoplen N. Hayes



EPA Laboratory ID: VA01419

Hayes Microbial Consulting, LLC.

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Asbestos PLM Bulk EPA 600/R-93/116; EPA 40 CFR Appendix E to Subpart E of Part 763

art E of Part 763	Asbestos Fibers	None Detected	None Detected	None Detected	None Detected	None Detected	None Detected	None Detected	None Detected	None Detected	None Detected
ıdix E to Subp		None	None	None	None	None	None	None	None	None	
EPA 600/R-93/116; EPA 40 CFR Appendix E to Subpart E of Part 763	Non-Asbestos Fibers	15% Fiberglass		15% Fiberglass		15% Fiberglass					2% Cellulose Fibers
EPA 600/R-93	Non-Fibrous	85%	100%	85%	100%	85%	100%	100%	100%	100%	%86
	Material Description	Heterogenous / Shingle / Black	Homogenous / Tar / Black	Heterogenous / Shingle / Black	Homogenous / Tar / Black	Heterogenous / Shingle / Black	Homogenous / Tar / Black	Homogenous / Caulk / Off-White	Homogenous / Caulk / Off-White	Homogenous / Joint Compound / Off-White	Homogenous / Drywall / White
(814) 243-1927	Sample	123-1-1 - Asphalt Shingle/Tar/Typical Exterior Roof				123-1-2 - Asphalt Shingle/Tar/Typical Exterior Roof		123-2-1 - Caulk/Typical Exterior Windows	123-2-2 - Caulk/Typical Exterior Windows	123-3-1 - Drywall/Joint Compound/Typical Interior/Ceilings	
(814) 24	#	-				2		ო	4	2	

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Collected: Jun 25, 2024

Project Analyst: Samuel Settle,

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Received: Jul 1, 2024

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Page: 2 of 9 07 - 02 - 2024

Date:

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Asbestos PLM Bulk EPA 600/R-93/116; EPA 40 CFR Appendix E to Subpart E of Part 763 123 SW 3rd Avenue Ocala, FL 34471 DK Environmental & Construction Services, Inc. 8786 Sonoma Coast Drive Winter Garden, FL 34787 Debra Koontz (814) 243-1927

			(c) -	E A 300/11 30/ 110, El A 40 01 11 Appendix E 10 Gabpait E 01 1 ail 100	בוס סמשלמון ביסון מוני זיסט
#	Sample	Material Description	Non-Fibrous	Non-Asbestos Fibers	Asbestos Fibers
9	123-3-2 - Drywall/Joint Compound/Typical Interior/Ceilings	Homogenous / Joint Compound / White	100%		None Detected
		Homogenous / Joint Compound / Off-White	100%		None Detected
		Heterogenous / Drywall / White/Brown	%08	20% Cellulose Fibers	None Detected
7	123-3-3 - Drywall/Joint Compound/Typical Interior/Ceilings	Homogenous / Joint Compound / White	100%		None Detected
		Homogenous / Joint Compound / Off-White	100%		None Detected
		Heterogenous / Drywall / White/Brown	%02	30% Cellulose Fibers	None Detected
∞	123-3-4 - Drywall/Joint Compound/Typical Interior/Ceilings	Homogenous / Joint Compound / White	100%		None Detected
		Homogenous / Joint Compound / Off-White	100%		None Detected
		Heterogenous / Drywall / White/Brown	%06	10% Cellulose Fibers	None Detected
6	123-3-5 - Drywall/Joint Compound/Typical Interior/Ceilings	Homogenous / Joint Compound / Off-White	100%		None Detected
		Heterogenous / Drywall / White/Brown	%26	3% Cellulose Fibers	None Detected

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Page: 3 of 9

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sr G 24	8 kab Sonoma Coast Unve Winter Garden, FL 34787 (814) 243-1927		EPA 600/R-93,	Asbestos PLM Bulk EPA 600/R-93/116, EPA 40 CFR Appendix E to Subpart E of Part 763	Asbestos PLM Bulk dix E to Subpart E of Part 763
	Sample	Material Description	Non-Fibrous	Non-Asbestos Fibers	Asbestos Fibers
	123-3-6 - Drywall/Joint Compound/Typical Interior/Ceilings	Homogenous / Joint Compound / White	100%		None Detected
		Homogenous / Joint Compound / Off-White	100%		None Detected
		Heterogenous / Drywall / White/Brown	%06	10% Cellulose Fibers	None Detected
	123-3-7 - Drywall/Joint Compound/Typical Interior/Ceilings	Homogenous / Joint Compound / White	100%		None Detected
		Homogenous / Joint Compound / Off-White	100%		None Detected
		Heterogenous / Drywall / White/Brown	%06	10% Cellulose Fibers	None Detected
	123-4-1 - Plaster/Typical Interior Walls	Heterogenous / Skim Coat / White	100%		None Detected
		Heterogenous / Rough Coat / Tan	100%		None Detected
	123-4-2 - Plaster/Typical Interior Walls	Heterogenous / Skim Coat / White	100%		None Detected
		Heterogenous / Rough Coat / Tan	100%		None Detected

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Page: 4 of 9

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Asbestos PLM Bulk EPA 600/R-93/116, EPA 40 CFR Appendix E to Subpart E of Part 763 123 SW 3rd Avenue Ocala, FL 34471 8786 Sonoma Coast Drive Winter Garden, FL 34787 (814) 243-1927

#	Sample	Material Description	Non-Fibrous	Non-Asbestos Fibers	Asbestos Fibers
14	123-4-3 - Plaster/Typical Interior Walls	Heterogenous / Skim Coat / White	100%		None Detected
		Heterogenous / Rough Coat / Tan	100%		None Detected
15	123-4-4 - Plaster/Typical Interior Walls	Heterogenous / Skim Coat / White	100%		None Detected
		Heterogenous / Rough Coat / Tan	100%		None Detected
16	123-4-5 - Plaster/Typical Interior Walls	Heterogenous / Skim Coat / White	100%		None Detected
		Heterogenous / Rough Coat / Tan	100%		None Detected
17	123-4-6 - Plaster/Typical Interior Walls	Heterogenous / Skim Coat / White	100%		None Detected
		Heterogenous / Rough Coat / Tan	100%		None Detected
18	123-4-7 - Plaster/Typical Interior Walls	Heterogenous / Skim Coat / White	100%		None Detected
		Heterogenous / Rough Coat / Tan	100%		None Detected
19	123-5-1 - Insulation/Typical Interior	Homogenous / Insulation / White	15%	85% Mineral/Glass wool	None Detected

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Asbestos PLM Bulk EPA 600/R-93/116; EPA 40 CFR Appendix E to Subpart E of Part 763

t 763												
ASDESTOS F LIVI DUIN dix E to Subpart E of Part 763	Asbestos Fibers	None Detected	None Detected	None Detected	None Detected	None Detected	None Detected	None Detected	None Detected	None Detected	None Detected	None Detected
ASDESIOS F LINI DUIN EPA 600/R-93/116; EPA 40 CFR Appendix E to Subpart E of Part 763	Non-Asbestos Fibers	85% Mineral/Glass wool										
EPA 600/R	Non-Fibrous	15%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
	Material Description	Homogenous / Insulation / White	Homogenous / Floor Tile / Beige	Homogenous / Adhesive / Yellow	Homogenous / Floor Tile / Beige	Homogenous / Adhesive / Yellow	Heterogenous / Flooring / White	Heterogenous / Flooring / White	Homogenous / Floor Tile / Off-White/Tan	Homogenous / Adhesive / Yellow	Homogenous / Floor Tile / Off-White/Tan	Homogenous / Adhesive / Yellow
(814) 243-1927	Sample	123-5-2 - Insulation/Typical Interior	123-6-1 - 12" X 12" Floor Tile/Mastic/Interior Front Entry		123-6-2 - 12" X 12" Floor Tile/Mastic/Interior Front Entry		123-7-1 - Terrazzo Flooring/Typical Interior	123-7-2 - Terrazzo Flooring/Typical Interior	123-8-1 - 12" X 12" Floor Tile/Mastic/Interior Bathroom		123-8-2 - 12" X 12" Floor Tile/Mastic/Interior Bathroom	
(814) 2	#	20	21		22		23	24	25		26	



Collected: Jun 25, 2024 Project Analyst:

Received: Jul 1, 2024

Reported: Jul 2, 2024

07 - 01 - 2024

Reviewed By:

Brian Keith,

3005 East Boundary Terrace, Suite F. Midlothian, VA. 23112

() amuel

Samuel Settle,

(804) 562-3435

contact@hayesmicrobial.com

07 - 02 - 2024

Date:

Page: **6** of **9** 

DK Environmental & Construction Services, Inc. 8786 Sonoma Coast Drive Debra Koontz

123 SW 3rd Avenue Ocala, FL 34471

8780 ; Winter (814)	8780 Sofionia Coast Drive Winter Garden, FL 34787 (814) 243-1927		EPA 600/R-93	Asbestos PLM Bulk EPA 600/R-93/116; EPA 40 CFR Appendix E to Subpart E of Part 763	Asbestos PLM Bulk dix E to Subpart E of Part 763
#	Sample	Material Description	Non-Fibrous	Non-Asbestos Fibers	Asbestos Fibers
27	123-9-1 - 12" X 12" Floor Tile/Mastic/Interior Bathroom Edges	Homogenous / Adhesive/Caulk-like / Off-White	100%		None Detected
		Homogenous / Floor Tile / Off-White	100%		None Detected
28	123-9-2 - 12" X 12" Floor Tile/Mastic/Interior Bathroom Edges	Homogenous / Adhesive/Caulk-like / Off-White	100%		None Detected
		Homogenous / Floor Tile / Off-White	100%		None Detected
29	123-10-1 - Grout/Interior Bathroom Wall Tile	Homogenous / Grout / White	100%		None Detected
30	123-10-2 - Grout/Interior Bathroom Wall Tile	Homogenous / Grout / White	100%		None Detected
31	123-11-1 - Grout/Interior Window Sill Tile	Homogenous / Grout / White	100%		None Detected
32	123-11-2 - Grout/Interior Window Sill Tile	Homogenous / Grout / White	100%		None Detected
33	123-12-1 - Caulk/Typical Interior Windows	Homogenous / Joint Compound-like / Off-White	100%		None Detected
34	123-12-2 - Caulk/Typical Interior Windows	Homogenous / Joint Compound-like / Off-White	100%		None Detected
35	123-13-1 - Wall Tile Mastic/Interior Kitchen	Homogenous / Adhesive / Brown	100%		None Detected



Collected: Jun 25, 2024 Project Analyst:

Received: Jul 1, 2024

Reported: Jul 2, 2024

07 - 01 - 2024

Reviewed By:

(804) 562-3435

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Samuel Settle,

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07 - 02 - 2024

Date:

Page: 7 of 9

DK Environmental & Construction Services, Inc.

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#

**Debra Koontz** 

123 SW 3rd Avenue Ocala, FL 34471

Asbestos PLM Bulk

EPA 600/R-93/116; EPA 40 CFR Appendix E to Subpart E of Part 763

**Asbestos Fibers** Non-Asbestos Fibers Non-Fibrous

100%

None Detected

123-13-2 - Wall Tile Mastic/Interior Kitchen

36

Sample

Material Description

Homogenous / Adhesive / Brown

Reported: Jul 2, 2024 Reviewed By: Brian Keith,

Received: Jul 1, 2024

Collected: Jun 25, 2024

07 - 02 - 2024

Date:

Page: 8 of 9

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Samuel Settle, | Jamuss

Project Analyst:

HAYES MICROBIAL CONSULTING

07 - 01 - 2024

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Asbestos Analysis Information

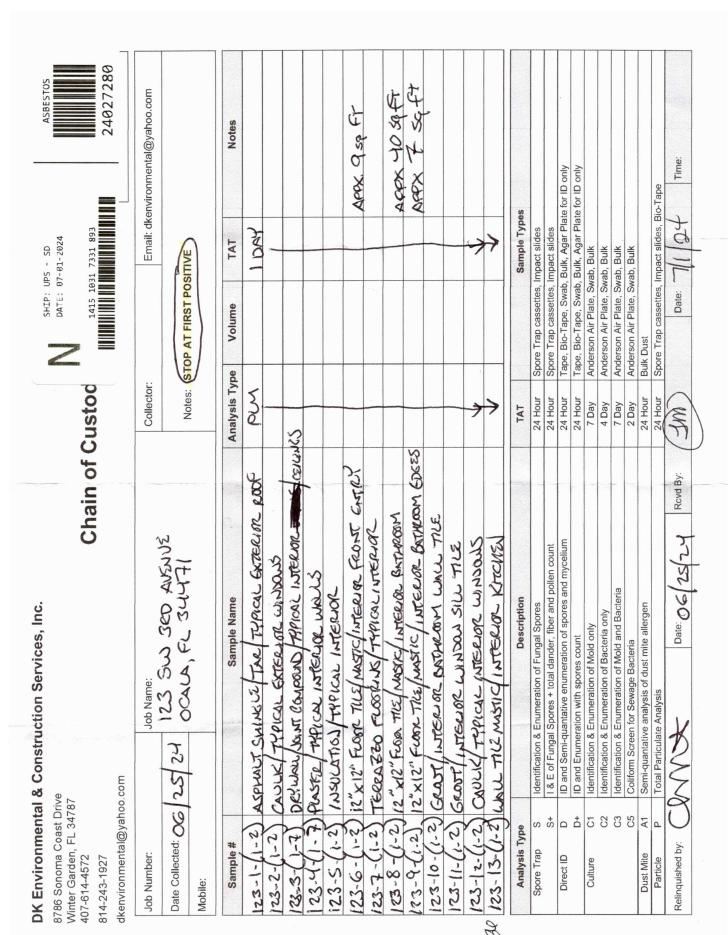
# Debra Koontz DK Environmental & Construction Services, Inc. 8786 Sonoma Coast Drive Winter Garden, FL 34787 (814) 243-1927

123 SW 3rd Avenue Ocala, FL 34471

Analysis Details	All samples were received in acceptable condition unless otherwise noted on the report. This report must not be used by the client to claim product certification, approval, or endorsement by AlHA, NIST, NVLAP, NY ELAP, or any agency. The results relate only to the items tested. Hayes Microbial Consulting reserves the right to dispose of all samples after a period of 60 days in compliance with state and federal guidelines.
PLM Analysis	All Polarized Light Microscopy (PLM) results include an inherent uncertainty of measurement associated with estimating percentages by PLM. Materials with interfering matrix, low asbestos content, or small fiber size may require additional analysis via TEM Analysis.
TEM Analysis	Analysis by TEM is capable of providing positive identification of asbestos type(s) and semi-quantitation of asbestos content.
Definitions	'None Detected' - Below the detected reporting limit of 1% unless point counting is performed, then the detected reporting limit is .25%.
New York ELAP	Per NY ELAP198.6 (NOB), TEM is the only reliable method to declare an NOB material as Non-Asbestos Containing.
	Any NY ELAP samples that are subcontracted to another laboratory will display the name and ELAP Lab Identification number in the report page heading of those samples. The original report provided to Hayes Microbial Consulting is available upon request.



contact@hayesmicrobial.com





●8786 Sonoma Coast Drive, Winter Garden, FL 34787 ●(407)614-4572 Office ●(814)243-1927 Cell ●dkenvironmental@yahoo.com ●www.dk-environmental.com

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## **ASBESTOS SURVEY REPORT**

### PREPARED FOR THE FOLLOWING PROPERTY:



206 SW Broadway Street Ocala, FL 34471

**PERFORMED ON:** 

June 25, 2024

PERFORMED AND PREPARED BY:

Chris Ritko
Asbestos Building Inspector
193196

### **TABLE OF CONTENTS**

- I. INTRODUCTION
- II. **SURVEY SUMMARY**
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- VII. SAMPLING LOCATIONS FLOOR PLAN
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- XI. ASBESTOS CONSULTANT LETTER
- XII. LABORATORY REPORT

Confidentiality Notice: This Asbestos Survey Report is intended only for the use of the individual or entity addressed, and may contain information that is privileged, confidential, and exempt from disclosure under applicable law. If you are not the intended recipient or responsible for delivering this report to the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this report, in whole or in part, is prohibited. If you have received this report in error, please notify us immediately. Thank you.

### I. INTRODUCTION

Property Address: 206 SW Broadway Street

Ocala, FL 34471

**Survey Performed For:** City of Ocala, Engineering & Water Resources Dept.

201 SE 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor, Ocala, FL 34471

Survey Performed By: Chris Ritko, Asbestos Building Inspector

Company: DK Environmental & Construction Services

8786 Sonoma Coast Drive Winter Garden, FL 34787

407-614-4572

Date of On-Site Survey: June 25, 2024

Date of Report: July 03, 2024

DK Environmental & Construction Services, Inc. (DKE) has completed a limited Asbestos Survey at the property address listed above. This report contains the results of the Survey. The purpose of this Survey was to identify the presence of asbestos-containing materials that may be disturbed during planned demolition. This limited Asbestos Survey report presents data that describes the location of asbestos-containing material (ACM) identified in the subject property. This Survey was conducted on site by an EPA-trained professional asbestos building inspector.

This report is intended for the exclusive use of our client. The findings are relevant to the conditions observed during the physical process of performing the Survey. These findings should not be treated as absolute, nor should they be relied upon to represent conditions at significantly later dates.

We appreciate the opportunity to provide environmental consulting services to your organization. If you have any questions or need additional assistance, please call (407)614-4572.

Chris Ritko

Asbestos Building Inspector

193196

### II. SURVEY SUMMARY

On June 25, 2024 an Asbestos Survey was performed at 206 SW Broadway Street, Ocala, FL 34471. The property is a detached single-story church annex community center. It is approximately 5,064 square feet and was constructed in 1927.

The purpose of this Survey was to identify the presence of asbestos-containing materials that may be disturbed during planned demolition. Limited bulk samples were collected and AHERA protocols were adhered to.

The Asbestos Survey consisted of three basic procedures: 1) conducting a visual inspection of the property; 2) identifying homogeneous areas (HAs) of suspect surfacing, thermal system insulation, and miscellaneous materials; and 3) sampling accessible, friable, and non-friable suspect materials. Some building components may have been inaccessible at the time of this screening, or were not tested because they were covered by other building materials (paneling, tile, siding, etc.). It is possible that ACBMs may be hidden by these materials.

The property was visually inspected for the presence of building materials that are suspected to contain asbestos. With regard to asbestos, bulk material samples were collected and analyzed for asbestos content. These services were performed exercising the customary skill and competence of consulting professionals in the relevant disciplines in this region.

Bulk samples of identified suspect ACM were collected and placed into individual containers for transport to a National Voluntary Lab Accreditation Program (NVLAP)/American Industrial Hygiene Association (AIHA)-accredited laboratory for analysis. The collection of bulk samples consisted of physically removing a small piece of material and placing it in a marked, airtight container. The sample container identification numbers were also recorded in the field notes.

### III. ASBESTOS OVERVIEW

Asbestos is a generic name given to a fibrous variety of naturally occurring minerals that have been used for many years in commercial products, based on specific properties of the minerals. Asbestos occurs in fiber bundles, which are composed of long and thin fibers that can be easily separated from one another. These mineral products possess high tensile strength, flexibility, resistance to chemical and thermal degradation, and high electrical resistance. The minerals are easily woven into various types of textiles, fabrics, cloths, sheets, panels, or mixed into adhesives, coatings, surfacing materials and cement products. Typically asbestos-containing building materials (ACBM) are segregated into three categories: Thermal System Insulation (TSI) usually found on pipes, boilers, and HVAC ducts; surfacing materials such as sprayed or troweled-on fireproofing and insulation, and plasters; and miscellaneous materials including vinyl composite floor tiles, floor sheeting, adhesives, roofing materials, window glazing and cement products.

Friable asbestos-containing material (ACM), is defined as any material containing more than one percent (1%) asbestos as determined using the method specified in Appendix A, Subpart F, 40 CFR Part 763, Section 1, Polarized Light Microscopy (PLM), that, when dry, can be crumbled, pulverized or reduced to powder by hand pressure. (Sec. 61.141)

Non-friable ACM is any material containing more than one percent (1%) asbestos as determined using the method specified in Appendix A, Supbart F, 40 CFR Part 763, Section 1, Polarized Light Microscopy (PLM), that, when dry, cannot be crumbled, pulverized, or reduced to powder by hand pressure. EPA also defines two categories of non-friable ACM, Category I and Category II non-friable ACM, which are described later in this guidance.

"Regulated Asbestos-Containing Material" (RACM) is (a) friable asbestos material, (b) Category I non-friable ACM that has become friable, (c) Category I non-friable ACM that will be or has been subjected to sanding, grinding, cutting or abrading, or (d) Category II non-friable ACM that has a high probability of becoming or has become crumbled, pulverized, or reduced to powder by the forces expected to act on the material in the course of demolition or renovation operations.

The EPA's National Emission Standard for Hazardous Air Pollutants (NESHAP) regulations and the Florida Department of Environmental Protection (FDEP) Asbestos program regulate the removal and disposal of asbestos-containing building materials (any material containing more than 1% asbestos).

Potential effects on workers or occupants in buildings where asbestos-containing materials (ACM) are present may occur when exposure to asbestos fibers is caused by deterioration, damage or renovation disturbance of ACBMs. Federal regulations pertaining to asbestos include 40 Code of Federal Regulations (CFR) 763 (a subchapter of the Toxic Substance Control Act (TSCA)); Occupational Safety and Health Act (OSHA) 29 CFR 1910 Subpart Z and 29 CFR 1926 Subpart Z.

Asbestos NESHAP regulations must be followed for demolitions and/or renovations of facilities with at least 260 linear feet of regulated asbestoscontaining materials (RACM) on pipes, 160 square feet of regulated asbestos-containing materials on other facility components, or at least 35 cubic feet of facility components where the amount of RACM previously removed from pipes and other facility components could not be measured before stripping. If dimensions fall below these thresholds, Asbestos NESHAP regulations need not be followed for demolition and/or renovation activities.

### IV. LIMITATIONS

This report has been prepared to assist in evaluating the potential presence of asbestos-containing material in the property. The objective of this assessment was to perform the work with care, exercising the customary skill and competence of consulting professionals in the relevant disciplines in this region. The conclusions presented in this report are professional opinions based upon visual observations of the site at the time of DKE's investigation and the results of laboratory analysis. The opinions presented herein apply to site conditions existing at the time of our investigation and those reasonably foreseeable. DKE cannot act as insurers, and no express or implied representation or warrant is included or intended in our report except that our work was performed, within the limits prescribed by our client, with the customary thoroughness and competence of our profession at the time and place the services were rendered. DKE cannot and will not warrant that this Asbestos Survey that was requested by the client will satisfy the dictates of, or provide a legal defense in connection with, any environmental laws or regulations. It is the responsibility of the client to know and abide by all applicable laws, regulations, and standards. The results reported and conclusions reached by DKE are solely for the benefit of the client. The results and opinions in this report, based solely upon the conditions found on the property as of the date of the Survey, will be valid only as of the date of the Survey.

Please note that the test results relate only to those homogeneous materials tested. If conditions or materials, other than those addressed in this report are encountered during the planned renovation/demolition activities, DKE should be contacted to assess the potential impact of these materials or conditions relative to the findings or recommendations included herein. The survey was performed by observing suspect materials throughout the structure where accessible. DKE must emphasize that it is not possible to look within every location of a building. The visual survey documents only general locations of suspect materials but does not determine exact boundaries. Concealed locations of asbestos may exist at the subject property, and the levels may vary from those stated in this report. There may be variations in the composition of materials which appear similar. Materials may be hidden from view and not accessible. No attempt was made to disassemble equipment or demolish structural elements and finishes as this is beyond the scope of our authorized services. Visual observations were made only at safe and convenient locations. Due to these limitations, wall voids, flooring under carpet, building cavities and mechanical equipment, and other areas may contain unreported asbestos-containing materials. Suspect materials not previously identified in this report may be encountered during any These materials should be assumed asbestos renovation/demolition activity. containing material until sample collection and subsequent analysis prove otherwise. Unsafe structures should be assumed to contain asbestos materials unless the suspect material is noted as sampled. All fire doors should be assumed asbestos containing material since disassembly of locks and/or other work to access the door insulation is not possible.

### V. ANALYTICAL RESULTS

Samples were analyzed by Hayes Microbial Consulting in Midlothian, VA. Hayes Microbial Consulting is an American Industrial Hygiene Association (AIHA)-accredited laboratory.

All samples were analyzed utilizing Polarized Light Microscopy (PLM) according to EPA Method 600/R-93/116. Any material that contains greater that one percent asbestos is considered an ACM and must be handled according to the Occupational Safety and Health Administration (OSHA), EPA and applicable state and local regulations.

The following table contains information regarding bulk samples found to contain asbestos by definition. The laboratory report has also been included at the end of this report.

	Bulk Col	lection an	d Sampl	e Analysis F	Results	
Sample Number	Description	Condition	Friable	Asbestos Percent and Type	Location/ Amount	NESHAP Category
206-1-1	Asphalt Shingle/Black	Intact	No	None Detected	Typical Exterior Roof Overhangs	NA
206-1-1	Tar/Black	Intact	No	None Detected	Typical Exterior Roof Overhangs	NA
206-1-2	Asphalt Shingle/Black	Intact	No	None Detected	Typical Exterior Roof Overhangs	NA
206-1-2	Tar/Black	Intact	No	None Detected	Typical Exterior Roof Overhangs	NA
206-2-1	Stucco/Gray	Intact	No	None Detected	Typical Exterior Walls	NA
206-2-2	Stucco/Gray	Intact	No	None Detected	Typical Exterior Walls	NA
206-2-3	Stucco/Gray	Intact	No	None Detected	Typical Exterior Walls	NA
206-3-1	Caulk/Gray	Intact	No	None Detected	Typical Exterior Windows	NA
206-3-2	Caulk/Gray	Intact	No	None Detected	Typical Exterior Windows	NA
206-4-1	Rolled Asphalt Roofing/ Black	Intact	No	None Detected	Typical Exterior Main Roof	NA
206-4-1	Tar/Black	Intact	No	None Detected	Typical Exterior Main Roof	NA

	Bulk Col	lection an	d Sampl	e Analysis F	Results	
Sample Number	Description	Condition	Friable	Asbestos Percent and Type	Location/ Amount	NESHAP Category
206-4-2	Rolled Asphalt Roofing/ Black	Intact	No	None Detected	Typical Exterior Main Roof	NA
206-4-2	Tar/Black	Intact	No	None Detected	Typical Exterior Main Roof	NA
206-5-1	Grout/Gray	Intact	No	None Detected	Interior Rear Entry Tile Flooring	NA
206-5-2	Grout/Gray	Intact	No	None Detected	Interior Rear Entry Tile Flooring	NA
206-6-1	Grout/Tan	Intact	No	None Detected	Typical Interior Men's/Women's	NA
206-6-2	Grout/Tan	Intact	No	None Detected	Typical Interior Men's/Women's	NA
206-7-1	Duct Mastic/Off-White	Intact	No	None Detected	Typical Interior HVAC	NA
206-7-2	Duct Mastic/Off-White	Intact	No	None Detected	Typical Interior HVAC	NA
206-7-3	Duct Mastic/Off-White	Intact	No	None Detected	Typical Interior HVAC	NA
206-8-1	2'x4' Suspended Ceiling Tile/White	Intact	Yes	None Detected	Typical Interior	NA
206-8-2	2'x4' Suspended Ceiling Tile/White	Intact	Yes	None Detected	Typical Interior	NA
206-9-1	12"x12" Floor Tile/Tan	Intact	No	None Detected	Interior Main/ Top Layer	NA
206-9-1	Adhesive/Yellow	Intact	No	None Detected	Interior Main/ Top Layer	NA
206-9-2	12"x12" Floor Tile/Tan	Intact	No	None Detected	Interior Main/ Top Layer	NA
206-9-2	Adhesive/Yellow	Intact	No	None Detected	Interior Main/ Top Layer	NA
206-10-1	Carpet Mastic/Yellow	Intact	No	None Detected	Typical Interior	NA
206-10-2	Carpet Mastic/Yellow	Intact	No	None Detected	Typical Interior	NA
206-11-1	Plaster/Rough Coat/ Off-White	Intact	No	None Detected	Typical Interior Walls/Ceilings	NA

	Bulk Col	lection an	d Sampl	le Analysis F	Results	
Sample Number	Description	Condition	Friable	Asbestos Percent and Type	Location/ Amount	NESHAP Category
206-11-2	Plaster/Rough Coat/ Off-White	Intact	No	None Detected	Typical Interior Walls/Ceilings	NA
206-11-3	Plaster/Rough Coat/ Off-White	Intact	No	None Detected	Typical Interior Walls/Ceilings	NA
206-11-4	Plaster/Rough Coat/ Off-White	Intact	No	None Detected	Typical Interior Walls/Ceilings	NA
206-11-5	Plaster/Rough Coat/ Off-White	Intact	No	None Detected	Typical Interior Walls/Ceilings	NA
206-11-6	Plaster/Rough Coat/ Off-White	Intact	No	None Detected	Typical Interior Walls/Ceilings	NA
206-11-7	Plaster/Rough Coat/ Off-White	Intact	No	None Detected	Typical Interior Walls/Ceilings	NA
206-12-1	Joint Compound/White	Intact	No	None Detected	Typical Interior Walls	NA
206-12-1	Drywall/White	Intact	No	None Detected	Typical Interior Walls	NA
206-12-2	Joint Compound/White	Intact	No	None Detected	Typical Interior Walls	NA
206-12-2	Drywall/White	Intact	No	None Detected	Typical Interior Walls	NA
206-12-3	Joint Compound/White	Intact	No	None Detected	Typical Interior Walls	NA
206-12-3	Drywall/White	Intact	No	None Detected	Typical Interior Walls	NA
206-13-1	Grout/Tan	Intact	No	None Detected	Interior Hall Bathrooms Flooring	NA
206-13-2	Grout/Tan	Intact	No	None Detected	Interior Hall Bathrooms Flooring	NA
206-14-1	Rolled Vinyl Flooring/Brown	Intact	No	17% Chrysotile	Interior Main/ Bottom Layer Appx 1,320 sq ft	Category I
206-14-1	Adhesive/Yellow	Intact	No	None Detected	Interior Main/ Bottom Layer	NA
206-14-2	Rolled Vinyl Flooring/Brown	Intact	No	Not Analyzed/ Positive Stop	Interior Main/ Bottom Layer Appx 1,320 sq ft	Category I
206-14-2	Adhesive/Yellow	Intact	No	None Detected	Interior Main/ Bottom Layer	NA

	Bulk Coll	ection an	d Sampl	e Analysis R	Results	
Sample Number	Description	Condition	Friable	Asbestos Percent and Type	Location/ Amount	NESHAP Category
206-15-1	12"x12" Floor Tile/Tan	Intact	No	None Detected	Interior Office	NA
206-15-1	Adhesive/Yellow	Intact	No	None Detected	Interior Office	NA
206-15-2	12"x12" Floor Tile/Tan	Intact	No	None Detected	Interior Office	NA
206-15-2	Adhesive/Yellow	Intact	No	None Detected	Interior Office	NA

### VI. ASBESTOS RECOMMENDATIONS

Asbestos NESHAP regulations must be followed for demolitions and/or renovations of facilities with at least 260 linear feet of regulated asbestos-containing materials (RACM) on pipes, 160 square feet of regulated asbestos-containing materials on other facility components, or at least 35 cubic feet of facility components where the amount of RACM previously removed from pipes and other facility components could not be measured before stripping. If dimensions fall below these thresholds, Asbestos NESHAP regulations need not be followed for demolition and/or renovation activities.

The EPA and NESHAP recommend that a point-counting procedure be utilized for confirmation of asbestos percentage in friable materials that are visually estimated by PLM methodology to contain less than 10% asbestos. The 400 Point Count Procedure referenced in EPA 600/M4-82-020 (1987) and EPA 600/R-93/116 (1993) is commonly employed. Without the material being point counted or if point counting determined that material contains greater than one percent asbestos, it would be deemed an asbestos containing material and would need to be removed by a Florida licensed asbestos contractor prior to disturbance.

Disturbances to Asbestos Containing Materials:

- Should be performed by a Florida Licensed Asbestos Abatement Contractor
- U.S. Occupational Safety and Health Administration (OSHA) regulations apply to the disturbance of material; containing any percentage of asbestos fibers as outlined in 29 CFR 1926.1101-OSHA's Asbestos Standard for the Construction Industry. The contractor will need to comply with the specific training, duties and responsibilities outlined in this CFR.

 OSHA 29 CFR 1910.1001. OSHA 29 CFR 1910.1001 requires the communication of information concerning asbestos hazards. Employees engaged in work activities with installed ACM may be exposed to asbestos fibers. The owner or operator should take the necessary steps to reduce the potential for disturbance.

EPA National Emission Standards for Hazardous Air Pollutants (NESHAP) is applicable to amounts of asbestos that contains at least 260 linear feet on pipes or at least 160 square feet on other facility components, or (ii) At least 35 cubic feet off facility components where the length or area could not be measured previously.

The EPA's National Emission Standard for Hazardous Air Pollutants (NESHAP) regulations and the Florida Department of Environmental Protection (DEP) Asbestos program regulate the removal and disposal of asbestos-containing building materials. The Florida Department of Environmental Protection (DEP) administers an asbestos removal program under Chapter 62-257, Florida Administrative Code. The Asbestos NESHAP has been adopted by reference in section 62-204.800, Florida Administrative Code. The program's intent is to minimize the release of asbestos fibers during activities involving the processing, handling, and disposal of asbestos-containing material.

The regulations of these agencies require the removal of friable asbestos-containing materials prior to extensive renovation or demolition projects, and the removal of non-friable asbestos-containing materials that may be rendered friable in the course of renovation or demolition projects. Only a Florida licensed asbestos contractor using properly trained, certified, and licensed asbestos workers can perform asbestos removal projects in Florida. Air monitoring during and after abatement activities is also recommended to document the fiber levels inside and outside the abatement work area.

The asbestos NESHAP requires that an asbestos trained person be on site i.e. 40 CFR 61.145 (c) (8) states in part "no RACM shall be stripped, removed, or otherwise handled or disturbed at a facility regulated by this section unless at least one on-site representative, such as a foreman or management level person or other authorized person, trained in the provisions of this regulation and the means of complying with them is present."

DEP recommends that this "trained person" be on site when non-friable ACM is present so that developing problems can be caught early and corrected without delay. In addition, the regulations require the owner of the building and/or the operator to notify the applicable DEP District Office or Local Pollution Control Agency before any demolition, or before renovations of buildings that contain a certain threshold amount of asbestos or asbestos containing materials.

Florida requires the submission of a 10-Day Notification for all renovations and demolitions of facilities with at least 260 linear feet of regulated asbestos-containing materials (RACM), 160 square feet of regulated asbestos containing materials on

other facility components, or at least 35 cubic feet off facility components. Asbestos waste requires disposal at an approved solid waste disposal facility.

Local agencies may also have specific requirements for demolition/renovation projects involving asbestos-containing building materials.

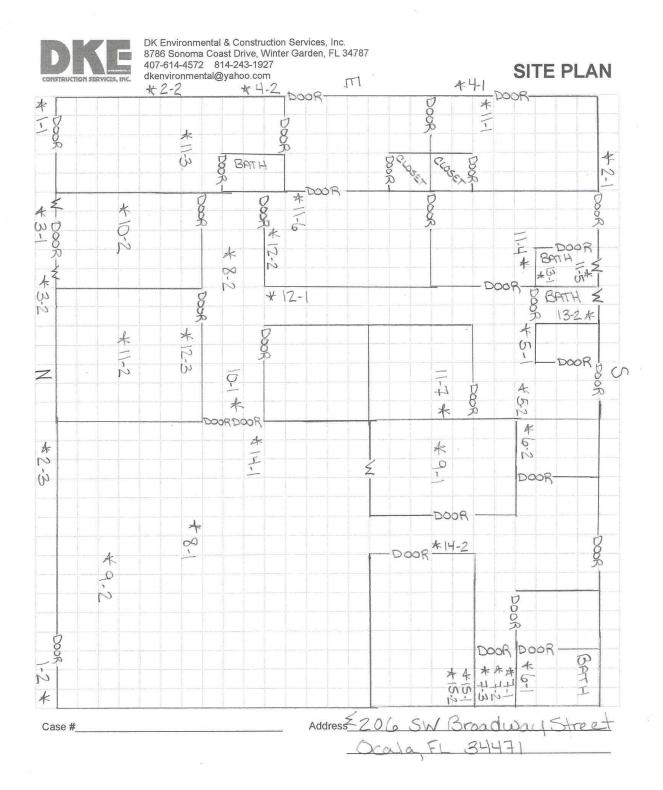
OSHA 29 CFR 1910.1001 requires the communication of information concerning asbestos hazards. Employees engaged in work activities with installed ACM may be exposed to asbestos fibers. The owner or operator should take the necessary steps to reduce the potential for disturbance.

29 CFR 1926.1101- OSHA's Asbestos Standard for the Construction Industry does apply to the abatement, renovation and/or demolition of all buildings identified with asbestos containing material. The contractor will need to comply with the specific training, duties and responsibilities outlined in this CFR.

If asbestos containing materials identified within, or on, the property will be disturbed or otherwise caused to become friable within the scope of the renovation, they should be removed from the structures prior to the maneuvers taking place according to applicable regulations.

No other recommendations regarding asbestos containing materials are required at this time. In the event concealed building materials are discovered during future renovation or demolition activities, which are suspected to contain asbestos, the materials should be sampled and analyzed to confirm the presence of asbestos prior to the disturbing such materials.

### VII. SAMPLING LOCATIONS FLOOR PLAN



### VIII. SAMPLING PHOTOGRAPHS



206-1 Asphalt Shingle/Tar Exterior Roof Overhangs



206-2 Stucco Typical Exterior Walls



206-3 Caulk Typical Exterior Windows



206-4
Rolled Asphalt Roofing/Tar
Typical Exterior Main Roof



206-5 Grout Interior Rear Entry Tile Flooring



206-6
Grout
Typical Interior Men's/Women's Rooms
Wall/Floor Tile



206-7 Duct Mastic Typical Interior HVAC



206-8 2'x4' Suspended Ceiling Tile Typical Interior



206-9 12"x12" Floor Tile/Adhesive Typical Interior Main/Top Layer



206-10 Carpet Mastic Typical Interior



206-11 Plaster Typical Interior Walls/Ceilings



206-12 Drywall/Joint Compound Typical Interior Walls



206-13 Grout Typical Interior Hall Bathroom Flooring



206-14
Rolled Vinyl Flooring/Brown
Typical Interior Main/Bottom Layer
17% Chrysotile/Appx 1,320 sq. ft.



206-15 12"x12" Floor Tile/Adhesive Interior Office

### IX. LICENSING





### X. GLOSSARY

**Active waste disposal site**: any disposal site other than an inactive site.

**Adequately wet**: sufficiently mix or penetrate with liquid to prevent the release of particulates. If visible emissions are observed coming from asbestos-containing material, then that material has not been adequately wetted. However, the absence of visible emissions is not sufficient evidence of being adequately wet.

**Asbestos**: the asbestiform varieties of serpentinite (chrysotile), riebeckite (crocidolite), cummingtonite-grunerite, anthophyllite, and actinolite-tremolite.

Asbestos-containing waste materials: mill tailings or any waste that contains commercial asbestos and is generated by a source subject to the provisions of this subpart. This term includes filters from control devices, friable asbestos waste material, and bags or other similar packaging contaminated with commercial asbestos. As applied to demolition and renovation operations, this term also includes regulated asbestos-containing material waste and materials contaminated with asbestos including disposable equipment and clothing.

**Asbestos mill**: any facility engaged in converting, or in any intermediate step in converting, asbestos ore into commercial asbestos. Outside storage of asbestos material is not considered a part of the asbestos mill.

**Asbestos tailings**: any solid waste that contains asbestos and is a product of asbestos mining or milling operations.

**Asbestos waste from control devices**: any waste material that contains asbestos and is collected by a pollution control device.

Category I non-friable asbestos-containing material (ACM): asbestos-containing packings, gaskets, resilient floor covering, and asphalt roofing products containing more than 1 percent asbestos as determined using the method specified in appendix E, subpart E, 40 CFR part 763, section 1, Polarized Light Microscopy.

**Category II non-friable ACM**: any material, excluding Category I non-friable ACM, containing more than 1 percent asbestos as determined using the methods specified in appendix E, subpart E, 40 CFR part 763, section 1, Polarized Light Microscopy that, when dry, cannot be crumbled, pulverized, or reduced to powder by hand pressure.

**Commercial asbestos**: any material containing asbestos that is extracted from ore and has value because of its asbestos content.

Cutting: to penetrate with a sharp-edged instrument and includes sawing, but

does not include shearing, slicing, or punching.

**Demolition**: the wrecking or taking out of any load-supporting structural member of a facility together with any related handling operations or the intentional burning of any facility.

**Emergency renovation operation**: a renovation operation that was not planned but results from a sudden, unexpected event that, if not immediately attended to, presents a safety or public health hazard, is necessary to protect equipment from damage, or is necessary to avoid imposing an unreasonable financial burden. This term includes operations necessitated by nonroutine failures of equipment.

**Fabricating**: any processing (e.g., cutting, sawing, drilling) of a manufactured product that contains commercial asbestos, with the exception of processing at temporary sites (field fabricating) for the construction or restoration of facilities. In the case of friction products, fabricating includes bonding, debonding, grinding, sawing, drilling, or other similar operations performed as part of fabricating.

**Facility**: any institutional, commercial, public, industrial, or residential structure, installation, or building (including any structure, installation, or building containing condominiums or individual dwelling units operated as a residential cooperative, but excluding residential buildings having four or fewer dwelling units); any ship; and any active or inactive waste disposal site. For purposes of this definition, any building, structure, or installation that contains a loft used as a dwelling is not considered a residential structure, installation, or building. Any structure, installation or building that was previously subject to this subpart is not excluded, regardless of its current use or function.

Facility component: any part of a facility including equipment.

**Friable asbestos material**: any material containing more than 1 percent asbestos as determined using the method specified in appendix E, subpart E, 40 CFR part 763 section 1, Polarized Light Microscopy, that, when dry, can be crumbled, pulverized, or reduced to powder by hand pressure. If the asbestos content is less than 10 percent as determined by a method other than point counting by polarized light microscopy (PLM), verify the asbestos content by point counting using PLM.

**Fugitive source**: any source of emissions not controlled by an air pollution control device.

**Glove bag**: a sealed compartment with attached inner gloves used for the handling of asbestos-containing materials. Properly installed and used, glove bags provide a small work area enclosure typically used for small-scale asbestos stripping operations. Information on glove-bag installation, equipment and supplies, and work practices is contained in the Occupational Safety and Health

Administration's (OSHA's) final rule on occupational exposure to asbestos (appendix G to 29 CFR 1926.58).

**Grinding**: to reduce to powder or small fragments and includes mechanical chipping or drilling.

**In poor condition**: the binding of the material is losing its integrity as indicated by peeling, cracking, or crumbling of the material.

**Inactive waste disposal site**: any disposal site or portion of it where additional asbestos-containing waste material has not been deposited within the past year. Installation means any building or structure or any group of buildings or structures at a single demolition or renovation site that are under the control of the same owner or operator (or owner or operator under common control).

Leak-tight: solids or liquids cannot escape or spill out. It also means dust-tight.

**Malfunction**: any sudden and unavoidable failure of air pollution control equipment or process equipment or of a process to operate in a normal or usual manner so that emissions of asbestos are increased. Failures of equipment shall not be considered malfunctions if they are caused in any way by poor maintenance, careless operation, or any other preventable upset conditions, equipment breakdown, or process failure.

**Manufacturing**: the combining of commercial asbestos-or, in the case of woven friction products, the combining of textiles containing commercial asbestos-with any other material(s), including commercial asbestos, and the processing of this combination into a product. Chlorine production is considered a part of manufacturing.

**Natural barrier**: a natural object that effectively precludes or deters access. Natural barriers include physical obstacles such as cliffs, lakes or other large bodies of water, deep and wide ravines, and mountains. Remoteness by itself is not a natural barrier.

**Non-friable asbestos-containing material**: any material containing more than 1 percent asbestos as determined using the method specified in appendix E, subpart E, 40 CFR part 763, section 1, Polarized Light Microscopy, that, when dry, cannot be crumbled, pulverized, or reduced to powder by hand pressure.

**Nonscheduled renovation operation**: a renovation operation necessitated by the routine failure of equipment, which is expected to occur within a given period based on past operating experience, but for which an exact date cannot be predicted.

**Outside air**: the air outside buildings and structures, including, but not limited to, the air under a bridge or in an open air ferry dock.

Owner or operator of a demolition or renovation activity: any person who owns, leases, operates, controls, or supervises the facility being demolished or renovated or any person who owns, leases, operates, controls, or supervises the demolition or renovation operation, or both.

**Particulate asbestos material**: finely divided particles of asbestos or material containing asbestos.

**Planned renovation operations**: a renovation operation, or a number of such operations, in which some RACM will be removed or stripped within a given period of time and that can be predicted. Individual nonscheduled operations are included if a number of such operations can be predicted to occur during a given period of time based on operating experience.

Regulated asbestos-containing material (RACM): (a) Friable asbestos material, (b) Category I non-friable ACM that has become friable, (c) Category I non-friable ACM that will be or has been subjected to sanding, grinding, cutting, or abrading, or (d) Category II non-friable ACM that has a high probability of becoming or has become crumbled, pulverized, or reduced to powder by the forces expected to act on the material in the course of demolition or renovation operations regulated by this subpart.

**Remove**: to take out RACM or facility components that contain or are covered with RACM from any facility.

**Renovation**: altering a facility or one or more facility components in any way, including the stripping or removal of RACM from a facility component. Operations in which load-supporting structural members are wrecked or taken out are demolitions.

**Resilient floor covering**: asbestos-containing floor tile, including asphalt and vinyl floor tile, and sheet vinyl floor covering containing more than 1 percent asbestos as determined using polarized light microscopy according to the method specified in appendix E, subpart E, 40 CFR part 763, Section 1, Polarized Light Microscopy.

**Roadways**: surfaces on which vehicles travel. This term includes public and private highways, roads, streets, parking areas, and driveways.

**Strip**: to take off RACM from any part of a facility or facility components.

**Structural member**: any load-supporting member of a facility, such as beams and load supporting walls; or any nonload-supporting member, such as ceilings and nonload-supporting walls.

**Visible emissions**: any emissions, which are visually detectable without the aid of instruments, coming from RACM or asbestos-containing waste material, or from any asbestos milling, manufacturing, or fabricating operation. This does not include condensed, uncombined water vapor.

**Waste generator**: any owner or operator of a source covered by this subpart whose act or process produces asbestos-containing waste material.

**Waste shipment record**: the shipping document, required to be originated and signed by the waste generator, used to track and substantiate the disposition of asbestos-containing waste material.

**Working day**: Monday through Friday and includes holidays that fall on any of the days Monday through Friday.



July 3, 2024

City of Ocala Engineering & Water Resources Department 201 SE 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor Ocala, FL 34471

**RE:** Limited Asbestos Survey

**Single-Story Church Annex Community Center** 

206 SW Broadway Street

**Ocala, FL 34471** 

### Dear Client:

Pursuant to your request, a limited Asbestos Survey was performed at the referenced property. The survey was performed to visually identify homogenous areas that need to have bulk samples collected for laboratory analysis in order to determine the presence of Asbestos-Containing Building Materials within the structure. The scope of work for this survey included sampling and analysis of suspect building materials. On June 25, 2024, a limited Asbestos Survey was performed at 206 SW Broadway Street, Ocala, Florida. The property consists of an approximate 5,064 square-foot single-story church annex constructed in 1927. The structure is scheduled for renovation.

Thirty-eight (38) samples of suspect materials were collected and submitted to Hayes Microbial Consulting (Hayes), an American Industrial Hygiene Association (AIHA)-accredited laboratory in, Midlothian, VA, for laboratory analysis. Due to the presence of additional layers in the collected samples, 51 samples were identified and analyzed by the laboratory. All samples were analyzed utilizing Polarized Light Microscopy (PLM) according to EPA Method 600/R-93/116. Materials must contain greater than 1% asbestos to be regulated.

Analytical results revealed that one homogeneous area contained asbestos in concentrations >1% by PLM analysis, as follows:

• Sample 206-14-1, Rolled Vinyl Flooring/Brown/Typical Interior/Main/Bottom Layer, showed 17% Chrysotile Asbestos

Rolled vinyl flooring and associated mastics are National Emission Standard for Hazardous Air Pollutants (NESHAP) Category I non-friable ACMs. NESHAP Category I non-friable ACMs are not required to be removed prior to demolition of the building, provided that wet-demolition practices are implemented during renovations and resulting debris from the structure is properly transported to a landfill permitted for disposal of ACM. If NESHAP Category I non-friable ACMs are in poor condition and become friable during demolition, the material must be treated as a Regulated Asbestos Containing Material (RACM) and be removed by a licensed asbestos abatement contractor and disposed of at a class one landfill prior to renovation, remodeling, or demolition of the building.

Due to the presence of ACM, OSHA's Asbestos Standard for the Construction Industry (29 CFR 1926.1101) must be followed. Any renovation, remodeling, or demolition of RACMs must be handled by a State Licensed Contractor under Florida Administrative Code (F.A.C.) Title XXXII Chapter 469 for Asbestos Abatement. If

City of Ocala July 3, 2024 Page 2

the materials contain asbestos that is less than or equal to 1%, the contractor must observe the asbestos permissible exposure limits (PELs) and 29 CFR 1926.1101.

In accordance with the OSHA Asbestos Standard for the Construction Industry (29 CFR 1926.1101), demolition of a building with ACM left in place falls under the definition of removal of installed ACM. The removal of installed ACM is either Class I or Class II asbestos work, and all applicable requirements of this standard apply. Whether such demolition is Class I asbestos work or Class II asbestos work is determined by the type of ACM left in place. If any asbestos-containing thermal system insulation or surfacing material is left installed in the building, then the work being performed is Class I asbestos work. If the ACM left installed in the building does not include any thermal system insulation or surfacing material, then the work being performed is Class II asbestos work.

Suspect ACMs encountered during renovation/demolition activities that are not identified in this survey should be assumed to contain asbestos or be sampled by an AHERA-certified inspector and analyzed by an accredited laboratory.

Sincerely,

K. Dawn Blackledge, P.G., LAC

Senior Project Engineer

Licensed Asbestos Consultant AX96 Asbestos Consulting License #ZA539

your use of the test results. Interpretation and use of test results are your responsibility. Any reference to

This laboratory bears no responsibility for sample collection activities, analytical method limitations, or

health effects or interpretation of mold levels is strictly the opinion of Hayes Microbial. In no event, shall

Hayes Microbial or any of its employees be liable for lost profits or any special, incidental or

consequential damages arising out of the use of these test results.



#24027278

Analysis Report prepared for

## DK Environmental & Construction Services, Inc.

results. These results apply only to the samples as received. This report may not be duplicated, except in

full, without the written consent of Hayes Microbial Consulting, LLC.

The results in this analysis pertain only to this job, collected on the stated date, and should not be used

We received 38 samples by UPS in good condition for this project on July 1st, 2024. We would like to thank you for trusting Hayes Microbial for your analytical needs!

in the interpretation of any other job. Information supplied by the customer can affect the validity of

All information provided to Hayes Microbial is confidential information relating to our customers and their

designated by the customer(s). We take confidentiality very seriously. No changes to the distribution list

will be made without the express consent of the customer.

clients. We will not disclose, copy, or distribute any information verbally or written, except to those

8786 Sonoma Coast Drive Winter Garden, FL 34787

Phone: **(814) 243-1927** 

206 SW Broadway Street Ocala, FL 34471

Collected: June 25, 2024 Received: July 1, 2024 Reported: July 2, 2024

Hayes Microbial Consulting, LLC.

Steve Hayes, BSMT(ASCP) Laboratory Director



EPA Laboratory ID: VA01419

Hayes Microbial Consulting, LLC.

Lab ID: #188863

DPH License: #PH-0198

3005 East Boundary Terrace, Suite F. Midlothian, VA. 23112

(804) 562-3435

contact@hayesmicrobial.com

DK Environmental & Construction Services, Inc. 8786 Sonoma Coast Drive Debra Koontz

206 SW Broadway Street Ocala, FL 34471

8780 Winte (814)	s roo Sononia Coast Drive Winter Garden, FL 34787 (814) 243-1927		EPA 600/R-93	Asbestos PLM Bulk EPA 600/R-93/116; EPA 40 CFR Appendix E to Subpart E of Part 763	Asbestos PLM Bulk dix E to Subpart E of Part 763
#	Sample	Material Description	Non-Fibrous	Non-Asbestos Fibers	Asbestos Fibers
-	206-1-1 - Asphalt Shingle/Tar/Exterior Roof Overhang	Heterogenous / Shingle / Black	85%	15% Fiberglass	None Detected
		Homogenous / Tar / Black	100%		None Detected
2	206-1-2 - Asphalt Shingle/Tar/Exterior Roof Overhang	Heterogenous / Shingle / Black	85%	15% Fiberglass	None Detected
		Homogenous / Tar / Black	100%		None Detected
က	206-2-1 - Stucco-Typical Exterior Walls	Heterogenous / Stucco / Gray	100%		None Detected
4	206-2-2 - Stucco-Typical Exterior Walls	Heterogenous / Stucco / Gray	100%		None Detected
2	206-2-3 - Stucco-Typical Exterior Walls	Heterogenous / Stucco / Gray	100%		None Detected
9	206-3-1 - Caulk-Typical Exterior Windows	Homogenous / Caulk / Gray	100%		None Detected
7	206-3-2 - Caulk-Typical Exterior Windows	Homogenous / Caulk / Gray	100%		None Detected
∞	206-4-1 - Rolled Asphalt Roofing/Tar/Exterior Main Roof	Heterogenous / Shingle / Black	85%	15% Fiberglass	None Detected
		Homogenous / Tar / Black	100%		None Detected

HAYES MICROBIAL CONSULTING

Collected: Jun 25, 2024 Project Analyst:

Project Analyst: Hegan Andia

Received: Jul 1, 2024

Reported: Jul 2, 2024

07 - 01 - 2024

Reviewed By:

(804) 562-3435

3005 East Boundary Terrace, Suite F. Midlothian, VA. 23112

Brian Keith,

contact@hayesmicrobial.com

07 - 02 - 2024

Date:

Page: 2 of 7

**Asbestos PLM Bulk** 

DK Environmental & Construction Services, Inc. 8786 Sonoma Coast Drive Debra Koontz

Winter Garden, FL 34787

206 SW Broadway Street Ocala, FL 34471

(814)	(814) 243-1927		EPA 600/R-9	EPA 600/R-93/116; EPA 40 CFR Appendix E to Subpart E of Part 763	dix E to Subpart E of Part 763
#	Sample	Material Description	Non-Fibrous	Non-Asbestos Fibers	Asbestos Fibers
6	206-4-2 - Rolled Asphalt Roofing/Tar/Exterior Main Roof	Heterogenous / Shingle / Black	85%	15% Fiberglass	None Detected
		Homogenous / Tar / Black	100%		None Detected
10	206-5-1 - Grout/Interior Rear Entry Tile Flooring	Homogenous / Grout / Gray	100%		None Detected
=	206-5-2 - Grout/Interior Rear Entry Tile Flooring	Homogenous / Grout / Gray	100%		None Detected
12	206-6-1 - Grout/Interior Men's/Women's Room Wall/Floor Tile	Homogenous / Grout / Tan	100%		None Detected
13	206-6-2 - Grout/Interior Men's/Women's Room Wall/Floor Tile	Homogenous / Grout / Tan	100%		None Detected
14	206-7-1 - Duct Mastic/Typical Interior HVAC	Homogenous / Adhesive / Off-White	100%		None Detected
15	206-7-2 - Duct Mastic/Typical Interior HVAC	Homogenous / Adhesive / Off-White	100%		None Detected
16	206-7-3 - Duct Mastic/Typical Interior HVAC	Homogenous / Adhesive / Off-White	100%		None Detected
17	206-8-1 - 2' X 4' Suspended Ceiling Tile/Typical Interior	Heterogenous / Ceiling Tile / White	20%	65% Cellulose Fibers 15% Mineral/Glass wool	None Detected
18	206-8-2 - 2' X 4' Suspended Ceiling Tile/Typical Interior	Heterogenous / Ceiling Tile / White	20%	65% Cellulose Fibers 15% Mineral/Glass wool	None Detected



Collected: Jun 25, 2024 Project Analyst:

Project Analyst: Hegan Andia

Received: Jul 1, 2024

Reported: Jul 2, 2024

07 - 01 - 2024

Reviewed By: Brian Keith,

(804) 562-3435

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07 - 02 - 2024

Date:

Page: 3 of 7

Page: 4 of 7

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3005 East Boundary Terrace, Suite F. Midlothian, VA. 23112

Project Analyst: Hegan Andia

Project Analyst:

07 - 01 - 2024

07 - 02 - 2024

Date:

Reported: Jul 2, 2024 Reviewed By: Brian Keith,

Received: Jul 1, 2024

Collected: Jun 25, 2024

#24027278

DK Environmental & Construction Services, Inc. 8786 Sonoma Coast Drive **Debra Koontz** 

206 SW Broadway Street Ocala, FL 34471

Winte (814)	Vinter Garden, FL 34787 (814) 243-1927		EPA 600/R-93	Asbestos PLM Bulk EPA 600/R-93/116; EPA 40 CFR Appendix E to Subpart E of Part 763	Asbestos PLM Bulk dix E to Subpart E of Part 763
#	Sample	Material Description	Non-Fibrous	Non-Asbestos Fibers	Asbestos Fibers
19	206-9-1 - 12" X 12" Floor Tile/Mastic/Typical Interior Main/Top Layer	Homogenous / Floor Tile / Tan	100%		None Detected
		Homogenous / Adhesive / Yellow	100%		None Detected
20	206-9-2 - 12" X 12" Floor Tile/Mastic/Typical Interior Main/Top Layer	Homogenous / Floor Tile / Tan	100%		None Detected
		Homogenous / Adhesive / Yellow	100%		None Detected
21	206-10-1 - Carpet Mastic/Typical Interior	Homogenous / Adhesive / Yellow	100%		None Detected
22	206-10-2 - Carpet Mastic/Typical Interior	Homogenous / Adhesive / Yellow	100%		None Detected
23	206-11-1 - Plaster/Typical Interior Walls/Ceilings	Heterogenous / Rough Coat / Off-White	100%		None Detected
24	206-11-2 - Plaster/Typical Interior Walls/Ceilings	Heterogenous / Rough Coat / Off-White	100%		None Detected
25	206-11-3 - Plaster/Typical Interior Walls/Ceilings	Heterogenous / Rough Coat / Off-White	100%		None Detected
26	206-11-4 - Plaster/Typical Interior Walls/Ceilings	Heterogenous / Rough Coat / Off-White	100%		None Detected
27	206-11-5 - Plaster/Typical Interior Walls/Ceilings	Heterogenous / Rough Coat / Off-White	100%		None Detected



D - 95

None Detected

5% Cellulose Fibers

95%

Heterogenous / Drywall / White

None Detected

100%

Homogenous / Grout / Tan

206-13-1 - Grout/Interior Wall Bathrooms/Floor Tile

33

None Detected

100%

Homogenous / Grout / Tan

#24027278

DK Environmental & Construction Services, Inc. 8786 Sonoma Coast Drive **Debra Koontz** 

206 SW Broadway Street Ocala, FL 34471

7.86 Vint 814)	8780 Sofionia Coast Drive Winter Garden, FL 34787 (814) 243-1927	,	EPA 600/R-93/	Asbestos PLM Bulk EPA 600/R-93/116; EPA 40 CFR Appendix E to Subpart E of Part 763	Asbestos PLM Bulk dix E to Subpart E of Part 763	
#	Sample	Material Description	Non-Fibrous	Non-Asbestos Fibers	Asbestos Fibers	
28	206-11-6 - Plaster/Typical Interior Walls/Ceilings	Heterogenous / Rough Coat / Off-White	100%		None Detected	
29	206-11-7 - Plaster/Typical Interior Walls/Ceilings	Heterogenous / Rough Coat / Off-White	100%		None Detected	
30	206-12-1 - Drywall/Joint Compound/Typical Interior Walls	Homogenous / Joint Compound / White	100%		None Detected	
		Heterogenous / Drywall / White	%56	5% Cellulose Fibers	None Detected	
31	206-12-2 - Drywall/Joint Compound/Typical Interior Walls	Homogenous / Joint Compound / White	100%		None Detected	710000
		Heterogenous / Drywall / White	95%	5% Cellulose Fibers	None Detected	
32	206-12-3 - Drywall/Joint Compound/Typical Interior Walls	Homogenous / Joint Compound / White	100%		None Detected	- <b>- ,</b>
						- 1-

Megan Audia, Hegan Andia Collected: Jun 25, 2024 Project Analyst: HAYES MICROBIAL CONSULTING

Received: Jul 1, 2024

Reported: Jul 2, 2024

Reviewed By: 07 - 01 - 2024

Brian Keith,

contact@hayesmicrobial.com

07 - 02 - 2024

Date:

Page: 5 of 7

(804) 562-3435 3005 East Boundary Terrace, Suite F. Midlothian, VA. 23112

34

206-13-2 - Grout/Interior Wall Bathrooms/Floor Tile

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Debra Koontz	206 SW Broadway Street
DK Environmental & Construction Services, Inc.	Ocala, FL 34471
orog Sulvina Cuast Drive Minter Garden, FL 34787 (814) 243-1927	Asbestos PLM Bulk EPA 600/R-93/116; EPA 40 CFR Appendix E to Subpart E of Part 763

,			Exhibit D - Aspestos Survey						port
	Asbestos Fibers	17% Chrysotile	None Detected	( Not Analyzed, Positive Stop )	None Detected	None Detected	None Detected	None Detected	None Detected
(b) (b) (c) (b) (c) (c) (c) (c) (c) (c) (c) (c) (c) (c	Non-Asbestos Fibers	10% Cellulose Fibers							
i	Non-Fibrous	73%	100%		100%	100%	100%	100%	100%
	Material Description	Heterogenous / Vinyl Flooring / Brown	Homogenous / Adhesive / Yellow	Heterogenous / Vinyl Flooring / Brown	Homogenous / Adhesive / Yellow	Homogenous / Floor Tile / Tan	Homogenous / Adhesive / Yellow	Homogenous / Floor Tile / Tan	Homogenous / Adhesive / Yellow
	Sample	206-14-1 - Roof Flooring/Mastic/Typical Interior Main/Bottom Layer		206-14-2 - Roof Flooring/Mastic/Typical Interior Main/Bottom Layer		206-15-1 - 12" X 12" Floor Tile/Mastic/Interior Office		206-15-2 - 12" X 12" Floor Tile/Mastic/Interior Office	
	#	35		36		37		38	

Collected: Jun 25, 2024

Received: Jul 1, 2024

Reported: Jul 2, 2024

Reviewed By: 07 - 01 - 2024

Brian Keith, (804) 562-3435

contact@hayesmicrobial.com

Page: 6 of 7

07 - 02 - 2024

Date:

Project Analyst: Hegan Hulla

HAYES MICROBIAL CONSULTING

3005 East Boundary Terrace, Suite F. Midlothian, VA. 23112

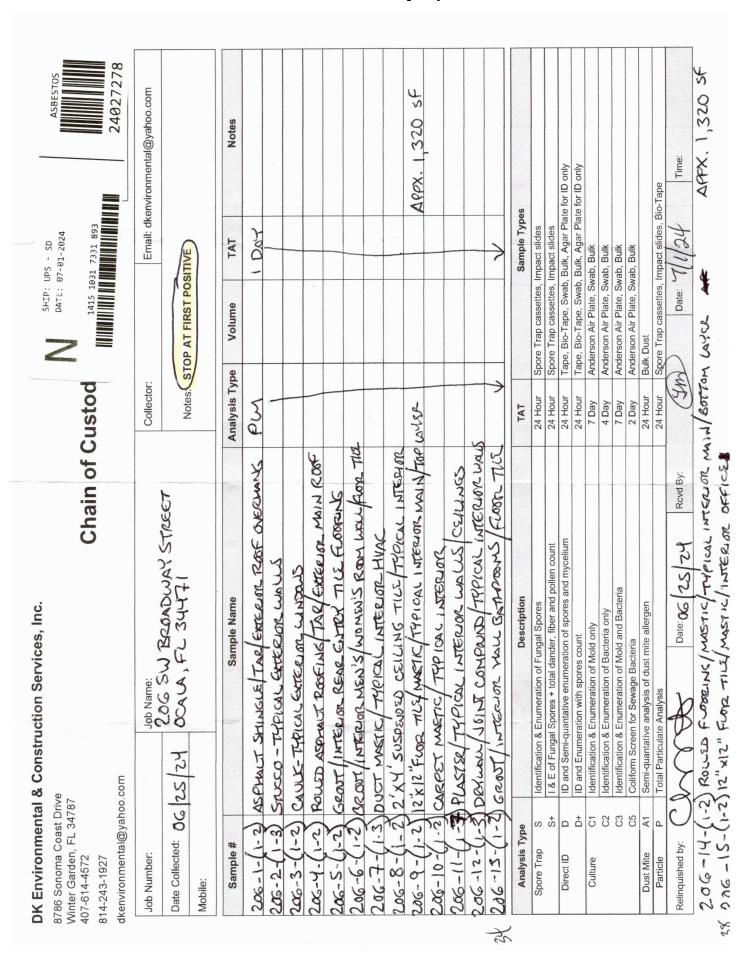
D - 98

# Debra Koontz DK Environmental & Construction 8786 Sonoma Coast Drive Winter Garden, FL 34787 (814) 243-1927

	Asbestos Analysis Information	e used by the client to claim product certification.
206 SW Broadway Street Ocala, FL 34471		le condition unless otherwise noted on the report. This report must not be used by the client to claim product certification.
uction Services, Inc.		samples were received in accentable

Analysis Details	All samples were received in acceptable condition unless otherwise noted on the report. This report must not be used by the client to claim product certification, approval, or endorsement by AIHA, NIST, NVLAP, NY ELAP, or any agency. The results relate only to the items tested. Hayes Microbial Consulting reserves the right to dispose of all samples after a period of 60 days in compliance with state and federal guidelines.
PLM Analysis	All Polarized Light Microscopy (PLM) results include an inherent uncertainty of measurement associated with estimating percentages by PLM. Materials with interfering matrix, low asbestos content, or small fiber size may require additional analysis via TEM Analysis.
TEM Analysis	Analysis by TEM is capable of providing positive identification of asbestos type(s) and semi-quantitation of asbestos content.
Definitions	'None Detected' - Below the detected reporting limit of 1% unless point counting is performed, then the detected reporting limit is .25%.
New York ELAP	Per NY ELAP198.6 (NOB), TEM is the only reliable method to declare an NOB material as Non-Asbestos Containing. Any NY ELAP samples that are subcontracted to another laboratory will display the name and ELAP Lab Identification number in the report page heading of those samples. The original report provided to Hayes Microbial Consulting is available upon request.





Jimmy H. Cowan, Jr., CFA

# Marion County Property Appraiser



501 SE 25th Avenue, Ocala, FL 34471 Telephone: (352) 368-8300 Fax: (352) 368-8336

## 2024 Property Record Card **Real Estate**

2853-026-003

GOOGLE Street View

Prime Key: 1243891 MAP IT+ Current as of 10/1/2024

**Property Information** 

CITY OF OCALA Taxes / Assessments: 1805 NE 30TH AVE BLDG 700 Map ID: 179 OCALA FL 34470-4882

Millage: 1004 - OCALA

M.S.T.U. PC: 89

Acres: .58

Situs: Situs: 55 SW 3RD AVE OCALA

### Current Value

18
70
35
23
14
4)
<b>\$</b> 0

Impact (\$31,509)Ex Codes: 15

### **History of Assessed Values**

Year	<b>Land Just</b>	Building	Misc Value	Mkt/Just	Assessed Val	Exemptions	Taxable Val
2023	\$499,753	\$331,688	\$8,935	\$840,376	\$840,376	\$0	\$840,376
2022	\$331,162	\$306,507	\$8,935	\$646,604	\$646,604	\$646,604	\$0
2021	\$303,565	\$284,322	\$8,935	\$596,822	\$596,822	\$596,822	\$0

### **Property Transfer History**

Book/Page	Date	Instrument	Code	Q/U	V/I	Price
8344/1424	06/2024	05 QUIT CLAIM	8 ALLOCATED	U	I	\$100
7946/0251	09/2022	08 CORRECTIVE	0	U	I	\$100
7884/1135	09/2022	05 QUIT CLAIM	0	U	I	\$100
7884/1132	09/2022	06 SPECIAL WARRANTY	8 ALLOCATED	Q	I	\$1,765,000
5646/1579	03/2012	09 EASEMNT	0	U	I	\$100

**Property Description** 

SEC 18 TWP 15 RGE 22 PLAT BOOK E PAGE 001 OLD SURVEY OCALA

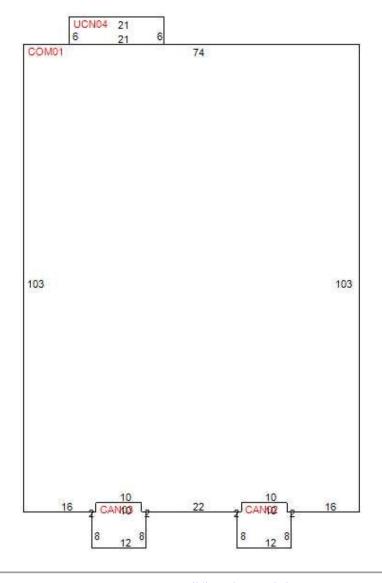
BLK 26 LOTS 3.4

Land Data - Warning: Verify Zoning Use **CUse** Front Depth Zoning **Units Type** Rate Loc Shp Phy **Class Value** Just Value GCSF 8900 .0 .0 FBC 15,088.00 SF 28.0000 0.90 1.00 1.00 380,218 380,218 GCSF 8900 .0 .0 **FBC** 10,000.00 SF 28.0000 0.90 1.00 1.00 252,000 252,000 Neighborhood 9980 - COMM SOUTH FBC ZONING Total Land - Class \$632,218 Mkt: 2 70 Total Land - Just \$632,218

### **Traverse**

### Building 1 of 1

COM01=L16U2L10D2L22U2L10D2L16U103R74D103.L16 CAN02=U2L10D2L1D8R12U8L1.L32 CAN03=U2L10D2L1D8R12U8L1.L16U103 UCN04=U6R21D6L21.



**Building Characteristics** 

# Exhibit E - MCPA Property Record Card MCPA Property Record Card

CONTRACT# CIP/241097

10/1/24, 9:37 AM

24, 9.37 Alvi												
Structure Effective Age			MASONRY N 30-34 YRS	O PILAST					Phy	Ye sical Dete		ilt 1966 ion 0%
Condition		3							Obsole	scence: F	unctio	nal 0%
Quality Grade		50	0 <b>-</b> FAIR						Obsole	scence: L	ocatio	nal 0%
Inspected on		5/7	7/2020 by 117							Base I	Perime	ter 362
Exterior Wall 3	2 CON	NC BLK	K-STUCO									
Section Wall H	leight S	Stories	Year Built Ba	sement %	Grou	ınd Flr	Area Int	terior Finish		5	Sprink	ler A/C
1	10.5	1.00	1966	0			7,582 M	71 CHURCH		100 %	N	Y
2	8.0	1.00	1997	0			116 CA	N CANOPY-	ATTACHD	100 %	N	N
3	8.0	1.00	1997	0			116 CA	N CANOPY-	ATTACHD	100 %	N	N
4	8.0	1.00	1990	0			126 UC	CN CANOPY	UNFIN	100 %	N	N
Section: 1												
Elevator Shafts	: 0		Aprtments:	0 Kite	chens	: 0	4 Fix	ture Baths: 2	2 Fi	ixture Ba	<b>ths:</b> 0	
Elevator Landi	ngs: 0		Escalators:	0 Fire	place	es: 0	3 Fix	ture Baths: 0	Ext	ra Fixtur	es: 3	
				Miscella	aneou	ıs Impro	ovements					
Туре				Nbr U	nits	Type	Life	Year In	Grade	Leng	<b>rth</b>	Widtl
144 PAVING AS	PHAL	Т		12,577		SF	5	1970	3	-	0.0	0.0
159 PAV CONC					7.00	SF	20	1970	3		0.0	0.0
												- \$8,935
				<u>A</u>	ppra	iser No	<u>tes</u>					
PER T. TAYLOF					CITY	OF OC	CALA - T	HIS PARCEL	. WILL BE U	SED FOI	R FUT	URE
CONSTRUCTIO	ON OF	A PAR	KING GARAG	E.								
FKA MT MORL N/C/R	AH BA	<b>.</b> РТ СН	URCH									
	AH BA	<b>ъР</b> Т СН	URCH			and Bu						
N/C/R		∆РТ СН				it Searc	<u>h **</u>	npleted	Descript	ion		
		∆РТ СН	Dat	** ]		it Searc	<u>h **</u>	npleted	<b>Descript</b> REROOF			
N/C/R		ърт Сн	<b>Dat</b> 7/	** ] e Issued		it Searc	<u>h **</u>	npleted		7		
N/C/R  Permit Number BLD19-1337		ърт Сн	<b>Dat</b> 7/	e Issued 8/2019 1/1990	Perm	it Searc	h ** Date Cor	npleted	REROOF	7		
N/C/R  Permit Number BLD19-1337 OC1522  Buildings R.C.N		ърт Сн	Dat 7/9/9/	e Issued 8/2019 1/1990	Perm	it Searc	h ** Date Cor	npleted	REROOF	7		
Permit Number BLD19-1337 OC1522 Buildings R.C.N Total Depreciati	I.	ърт Сн	\$784,362 (\$447,086)	** ] e Issued 8/2019 1/1990	Perm	it Searc	ch **  Date Cor  -  -  Ty.		REROOF BLDG01	=UCN		
Permit Number BLD19-1337 OC1522  Buildings R.C.N Total Depreciati Bldg - Just Value	I. on e	ърт Сн	\$784,362 (\$447,086) \$337,276	** ]  e Issued 8/2019 1/1990  5/7/2020	Perm	it Searc	ch **  Date Cor  -  -  Ty.	RCN	REROOF BLDG01	=UCN	-	
Permit Number BLD19-1337 OC1522  Buildings R.C.N Total Depreciati Bldg - Just Valu Misc - Just Valu	J. on e e	<b>.</b> РТ СН	\$784,362 (\$447,086) \$337,276 \$8,935	** ]  e Issued 8/2019 1/1990  5/7/2020	Perm	it Searc	ch **  Date Cor  -  -  Ty.		REROOF BLDG01	=UCN	-	
Permit Number BLD19-1337 OC1522  Buildings R.C.N Total Depreciati Bldg - Just Value	J. on e e	<b>.</b> РТ СН	\$784,362 (\$447,086) \$337,276	** ]  e Issued 8/2019 1/1990  5/7/2020	Perm	it Searc	ch **  Date Cor  -  -  Ty.	RCN	REROOF BLDG01	=UCN	-	eciated 337,276

Jimmy H. Cowan, Jr., CFA

# Marion County Property Appraiser



501 SE 25th Avenue, Ocala, FL 34471 Telephone: (352) 368-8300 Fax: (352) 368-8336

# 2024 Property Record Card Real Estate

2853-026-004

GOOGLE Street View

**Property Information** 

M.S.T.U. PC: 89 Acres: .21

CITY OF OCALA

1805 NE 30TH AVE BLDG 700

OCALA FL 34470-4882

Taxes / Assessments:

Map ID: 179

Millage: 1004 - OCALA

Situs: Situs: 206 SW BROADWAY ST

OCALA

Current Value

\$226,951		
\$153,321		
\$0	Lungost	
\$380,272	1	(\$7,518)
\$372,754	Ex Codes: 15	
(\$372,754)		
\$0		
	\$153,321 \$0 \$380,272 \$372,754 (\$372,754)	\$153,321 \$0 \$380,272 \$372,754 (\$372,754) Impact Ex Codes: 15

### History of Assessed Values

Year	<b>Land Just</b>	Building	Misc Value	Mkt/Just	Assessed Val	Exemptions	Taxable Val
2023	\$179,400	\$159,467	\$0	\$338,867	\$338,867	\$0	\$338,867
2022	\$118,879	\$148,177	\$0	\$267,056	\$267,056	\$267,056	\$0
2021	\$108,973	\$135,571	\$0	\$244,544	\$244,544	\$244,544	\$0

### **Property Transfer History**

Book/Page	Date	Instrument	Code	Q/U	V/I	Price
8344/1424	06/2024	05 QUIT CLAIM	8 ALLOCATED	U	I	\$100
7946/0251	09/2022	08 CORRECTIVE	0	U	I	\$100
7884/1135	09/2022	05 QUIT CLAIM	0	U	I	\$100
7884/1132	09/2022	06 SPECIAL WARRANTY	8 ALLOCATED	Q	I	\$1,765,000
0988/1270	08/1979	07 WARRANTY	0	U	I	\$32,000
<u>0945/0159</u>	12/1978	07 WARRANTY	0	U	I	\$100

**Property Description** 

SEC 18 TWP 15 RGE 22 PLAT BOOK E PAGE 001 OLD SURVEY OCALA COM AT NE COR OF LOT 1 BLK 26 TH W 114 FT TH S 76 FT TH E 114 FT TH N 76 FT TO POB Land Data - Warning: Verify Zoning Use **CUse Front** Depth Zoning **Units Type** Rate Loc Shp Phy **Class Value** Just Value 9,006.00 SF 28.0000 0.90 1.00 1.00 226,951 226,951 GCSF 8900 114.0 79.0 FBC Neighborhood 9980 - COMM SOUTH FBC ZONING Total Land - Class \$226,951 Mkt: 2 70 Total Land - Just \$226,951 **Traverse** Building 1 of 1 COM01=L78U64R66U6R12D70.L31 CAN02=D3L50U67R3D64R47.L47U64R1 CAN03=U6R65D6L65. CANO3 65 12 6 6 CANDE MOT 66 70 64 67 5047 **Building Characteristics** Year Built 1927 4 - MASONRY NO PILAST Structure **Physical Deterioration 0% Effective Age** 8 - 35-39 YRS

# Exhibit E - MCPA Property Record Card MCPA Property Record Card

### CONTRACT# CIP/241097

10/1/24, 9:33 AM

Condition **Obsolescence: Functional 0% Quality Grade** 400 - FAIR **Obsolescence: Locational 0%** Inspected on 4/18/2018 by 117 **Base Perimeter** 296 Exterior Wall 32 CONC BLK-STUCO34 WD FRAME-STUCO Sprinkler A/C Section Wall Height Stories Year Built Basement % Ground Flr Area Interior Finish 5,064 M17 OFFICE 100 % 12.0 1.00 1927 0 N Y 2 0 10.5 1.00 1927 342 CAN CANOPY-ATTACHD 100 % N N 3 9.0 1.00 1927 0 390 CAN CANOPY-ATTACHD Ν Ν 100 % Section: 1 Elevator Shafts: 0 Aprtments: 0 Kitchens: 1 4 Fixture Baths: 0 2 Fixture Baths: 4 Elevator Landings: 0 Escalators: 0 Fireplaces: 0 3 Fixture Baths: 0 Extra Fixtures: 4 Miscellaneous Improvements Width Type **Nbr Units Type** Life Year In Grade Length Total Value - \$0 **Appraiser Notes** PER T. TAYLOR, REAL ESTATE PROJECT MGR FOR CITY OF OCALA - THIS PARCEL WILL BE USED FOR FUTURE CONSTRUCTION OF A PARKING GARAGE. FKA MT. MORIAH BAPTIST CHURCH CHURCH COMMUNITY SERVICES Planning and Building \*\* Permit Search \*\* Permit Number **Date Issued Date Completed Description** Cost Summary Buildings R.C.N. \$512,877 4/20/2018 Total Depreciation (\$348,757) Bldg - Just Value \$164,120 **Bldg Nbr RCN** Depreciation **Depreciated** Misc - Just Value \$0 3/11/2011 \$512,877 (\$348,757)\$164,120 Land - Just Value \$226,951 3/29/2024 Total Just Value \$391,071

Jimmy H. Cowan, Jr., CFA

# **Marion County Property Appraiser**



501 SE 25th Avenue, Ocala, FL 34471 Telephone: (352) 368-8300 Fax: (352) 368-8336

# 2024 Property Record Card Real Estate

2853-027-005

GOOGLE Street View

Prime Key: 1243947 <u>MAP IT+</u> Current as of 10/1/2024

**Property Information** 

CITY OF OCALA

1805 NE 30TH AVE BLDG 700

Taxes / Assessments:

Map ID: 179

OCALA FL 34470-4882 <u>Millage:</u> 1001 - OCALA

<u>M.S.T.U.</u> <u>PC:</u> 89

Acres: .35

Situs: Situs: 123 SW 3RD AVE OCALA

Current Value

 Land Just Value
 \$162,217

 Buildings
 \$37,500

 Miscellaneous
 \$1,381

 Total Just Value
 \$201,098

 Total Assessed Value
 \$192,405

 Exemptions
 (\$192,405)

 Total Taxable
 \$0

Impact Ex Codes: 15

(\$8,693)

History of Assessed Values

Year	<b>Land Just</b>	Building	Misc Value	Mkt/Just	Assessed Val	Exemptions	Taxable Val
2023	\$139,044	\$34,489	\$1,381	\$174,914	\$174,914	\$174,914	\$0
2022	\$91,476	\$30,536	\$1,381	\$123,393	\$118,726	\$118,726	\$0
2021	\$83,853	\$23,460	\$1,381	\$108,694	\$107,933	\$107,933	\$0

### Property Transfer History

Book/Page	Date	Instrument	Code	Q/U	V/I	Price
8344/1424	06/2024	05 QUIT CLAIM	8 ALLOCATED	U	I	\$100
7946/0251	09/2022	08 CORRECTIVE	0	U	I	\$100
7884/1132	09/2022	06 SPECIAL WARRANTY	8 ALLOCATED	Q	I	\$1,765,000
3205/1847	05/2002	05 QUIT CLAIM	0	U	I	\$100
3121/0094	03/2002	07 WARRANTY	8 ALLOCATED	U	I	\$50,000
<u>0947/0412</u>	02/1979	05 QUIT CLAIM	0	U	I	\$100

**Property Description** 

SEC 18 TWP 15 RGE 22 PLAT BOOK E PAGE 001 OLD SURVEY OCALA W 1/2 OF LOT 3 BLK 27 EXC N 10 FT THEREOF & COM AT SW COR OF LOT 2 BLK 27 TH S 10 FT TH E 112 FT TH N 50 FT TH W 112 FT TH S 40 FT TO POB & N 72 FT OF W 56 FT OF LOT 2 BLK 27

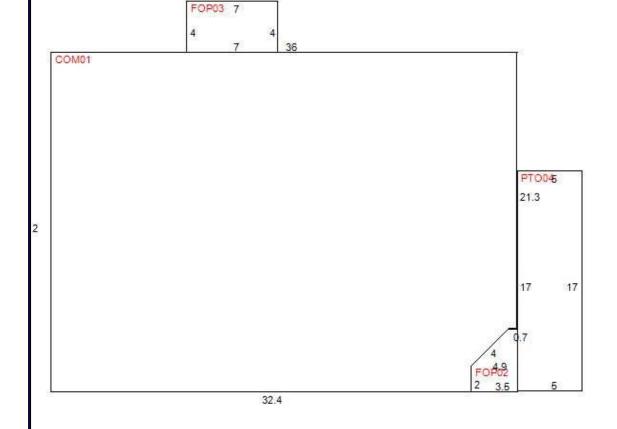
### Land Data - Warning: Verify Zoning

Use **CUse** Front Depth Zoning **Units Type** Rate Loc Shp Phy Class Value Just Value GCSF 8900 0. 0. FBC 15,246.00 SF 28.0000 0.38 1.00 1.00 162,217 162,217 Total Land - Class \$162,217 Neighborhood 9980 - COMM SOUTH FBC ZONING Mkt: 2 70 Total Land - Just \$162,217

### <u>Traverse</u>

### Building 1 of 1

COM01=L36D26,2R32,4U2A45|4R0,7U21,3.D26,1L3,5 FOP02=U2A45|4R0,7D4,9L3,5.U26,2L22 FOP03=U4R7D4L7.R25,5D26,1 PTO04=R5U17L5D17.



**Building Characteristics** 

# Exhibit E - MCPA Property Record Card MCPA Property Record Card

CONTRACT# CIP/241097

10/1/24, 9:40 AM

**Improvement** 

1F - SFR- 01 FAMILY RESID

Effective Age 6 - 25-29 YRS Condition

**Quality Grade** 300 - LOW Inspected on 4/17/2018 by 117

Year Built 1966 **Physical Deterioration 0% Obsolescence: Functional 0% Obsolescence: Locational 0% Architecture** 0 - STANDARD SFR

**Base Perimeter** 123

ı	Type IDExterior Walls	Stories	Year Built	Finished Atti	c Bsmt Area	<b>Bsmt Finish</b>	Ground Floor Area	Total Flr Area
ı	COM 0124 - CONC BLK-PAINT	1.00	1966	N	0 %	0 %	929	929
ı	FOP 0201 - NO EXTERIOR	1.00	1966	N	0 %	0 %	13	13
ı	FOP 0301 - NO EXTERIOR	1.00	2002	N	0 %	0 %	28	28
ı	PTO 0401 - NO EXTERIOR	1.00	1966	N	0 %	0 %	85	85

Section: 1

Roof Style: 10 GABLE

Roof Cover: 08 FBRGLASS SHNGL Heat Meth 1: 22 DUCTED FHA

Heat Meth 2: 00

Foundation: 7 BLK PERIMETER

**A/C:** Y

Floor Finish: 10 ASPHALT TILE Wall Finish: 16 DRYWALL-PAINT

**Heat Fuel 1:** 06 GAS

Heat Fuel 2: 00 Fireplaces: 0

Bedrooms: 0 4 Fixture Baths: 0

3 Fixture Baths: 1 2 Fixture Baths: 0

Extra Fixtures: 2

Blt-In Kitchen: Y Dishwasher: N Garbage Disposal: N Garbage Compactor: N

Intercom: N Vacuum: N

### Miscellaneous Improvements

Туре	Nbr Units	Type	Life	Year In	Grade	Length	Width
105 FENCE CHAIN LK	260.00	LF	20	1980	1	0.0	0.0
159 PAV CONCRETE	999.00	SF	20	2002	3	0.0	0.0
						Total Value	- \$1,381

### **Appraiser Notes**

PER T. TAYLOR, REAL ESTATE PROJECT MGR FOR CITY OF OCALA - THIS PARCEL WILL BE USED FOR FUTURE CONSTRUCTION OF A PARKING GARAGE.

FKA MT. MORIAH MISSIONARY BAPTIST CHURCH

EST.INT.

OC01043

### Planning and Building \*\* Permit Search \*\*

Permit Number **Date Issued Date Completed Description** 8/1/2002 7/1/2002 **CMRA** 

### **Cost Summary**

Buildings R.C.N. Total Depreciation Bldg - Just Value	\$67,375 (\$36,382) \$30,993	6/4/2018	Bldg Nbr	RCN	Depreciation	Depreciated
Misc - Just Value	\$1,381	3/11/2011	1	\$67,375	(\$36,382)	\$30,993
Land - Just Value	\$162,217	7/17/2023				
Total Just Value	\$194,591	•				

3/3



### YOUR TAXES AT WORK

# **Parking Garage #2 Building** Site Demo

PROJECT ITB# CIP/241097

# CITY OF OCALA, FLORIDA

### **CITY COUNCIL:**

CITY OF OCALA

NAME

(COUNCIL PRESIDENT)

DISTRICT 1

NAME

**DISTRICT 2** 

NAME

**DISTRICT 3** 

NAME

(COUNCIL PRESIDENT PRO-TEM)

**DISTRICT 4** 

NAME

**DISTRICT 5** 

NAME **MAYOR** 

**CAPITAL IMPROVEMENT PROJECTS DIVISION** 

CONTRACTOR

(NAME)

PROJECT COST

(BID AMOUNT)

START DATE

(MONTH - DAY, YEAR)

**COMPLETION DATE** 

(MONTH - DAY, YEAR)

### FOR PROJECT INFORMATION CONTACT: **CAPITAL IMPROVEMENT PROJECTS DIVISION** 352-629-8419



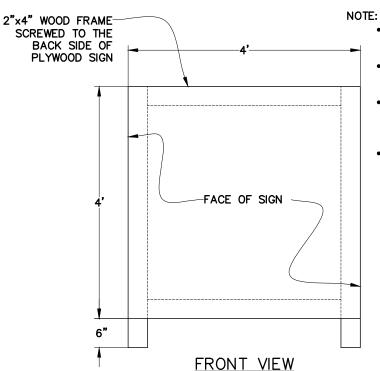
CITY OF OCALA FOR CONSTRUCTION

PROJECT STANDARD DETAILS CONSTRUCTION SIGN

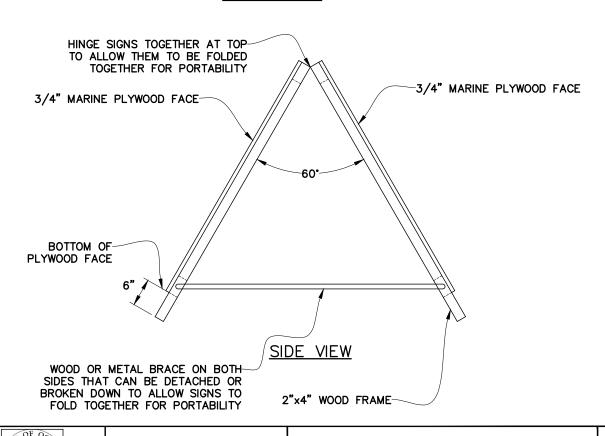
G-31A

REVISION DATE JAN 2023

### PROJECT SIGN CONSTRUCTION DETAIL



- 3/4" PLYWOOD & FRAME TO BE PAINTED WHITE ON ALL SIDES.
- LETTERING INTERMEDIATE GRADE VINYL OR AN APPROVED EQUIVALENT.
- BORDER LINES TO BE BLACK, MIN 1/2" WIDE, INSERT 1" FROM BOARD EDGE.
- TOP & BOTTOM WARNING PANELS SHALL BE 6" RETRO—REFLECTIVE "ORANGE" PAVEMENT MARKING TAPE: MUTED PER SECTION 1A.12 "COLOR CODE"





CITY OF OCALA STANDARD DETAILS FOR CONSTRUCTION CONSTRUCTION
SIGN FRAME

SECTION: GENERAL

G-31B

REVISION DATE JAN 2023

# **Exhibit G - Price Proposal**

# CONTRACT# CIP/241097



# **Thomas F Amodeo/ A & A Trucking Excavating**

### Ocala, FL

ITEM	DESCRIPTION	UOM	QTY	UNIT COST
1	Demolition and Removal Services and disconnection and removal of utility services as described in Scope of Work for parcel #2853-026-004/206 SW Broadway St	EA	1	\$36,794.00
2	Demolition and Removal Services, disconnection and removal of utility services and removal and delivery of historical marker and stained glass window as described in Scope of Work for parcel #2853-026-003/55 SW 3rd Ave.	EA	1	\$50,994.00
3	Demolition and removal of the building structure and disconnection and removal of utility services serving the building located on parcel #2853-027-005/123 SW 3rd Ave.	FΛ	1	\$6,906.00