



CONTRACT# CDS/240720B

AGREEMENT FOR SHIP/HOME/CDBG HOUSING REHABILITATION – HVAC REPLACEMENT

THIS AGREEMENT FOR SHIP/HOME/CDBG HOUSING REHABILITATION - HVAC REPLACEMENT ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), **RUDINE TUCKER** ("Owner"), and **ADVANTAGE AIR OF OCALA, INC.**, a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN: 20-2802627) ("Contractor").

RECITALS:

WHEREAS, on May 28, 2024, City issued a Request for Quotation ("RFQ") for the provision of HVAC replacement services for a residential home located at 2520 NW 3rd Street, Ocala, Florida 34475, RFQ No.: CDS/240720B (the "Solicitation"); and

WHEREAS, five (5) firms responded to the Solicitation and, after consideration of price and other evaluation factors set forth in the Solicitation, the quotation submitted by Advantage Air of Ocala, Inc. was found to be the lowest; and

WHEREAS, Advantage Air of Ocala, Inc. was selected as the intended awardee to perform HVAC replacement services on a residential home located at 2520 NW 3rd Street, Ocala, Florida 34475; and

WHEREAS, Contractor certifies that Contractor and its subcontractors, if any, 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 bid submitted by Contractor in response to same (the "Solicitation Documents"); and (d) those documents identified in the Project Specifications section of this Agreement and (e) price proposal. 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-4)
- Exhibit B: Price Proposal (B-1)
- Exhibit C: Work Write Up (C-1 through C-3)
- Exhibit D: Asbestos Survey Report (D-1 through D-23)
- Exhibit E: Federal Contract Provisions (E-1 through E-5)

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 E, then (2) Exhibit A, then (3) Exhibit B, then (4) Exhibit C, then (5) Exhibit D.



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 Contract Documents. The Scope of Work under this Agreement may only be adjusted by written amendment executed by both parties.
4. **PROJECT SPECIFICATIONS.** This project will require the Contractor to have the following specifications and documents, which are incorporated by reference:
 - A. **City of Ocala Rehabilitation Standards Manual** available at: <https://www.ocalafl.org/home/showpublisheddocument/504/637545378827730000>;
 - B. **Florida Building Code (Most Recent Edition)** available at: <https://floridabuilding.org/c/default.aspx>.
 - C. **City of Ocala Metering Enclosure and Equipment Standards** available at: <https://www.ocalafl.org/home/showpublisheddocument/328/637632311592430000>
 - D. **City of Ocala Standard Specifications for Construction (January 11, 2024)**, available at: www.ocalafl.gov/home/showpublisheddocument/24606

In the event of a conflict between the individual Project Specifications regarding the scope of work to be performed, then the specification with the more restrictive provision shall take precedence over the others.

5. **COMPENSATION.** City shall pay Contractor, on behalf of Owner, a maximum limiting amount of **EIGHT THOUSAND, EIGHT HUNDRED NINETY-NINE AND NO/100 DOLLARS (\$8,899)** (the "Contract Sum") as full and complete compensation for the timely and satisfactory completion of the work in compliance with the Contract Documents. The Contract Sum 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.** Contractor must invoice at least once a month or as draws require. All invoices submitted by Contractor shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. Contractor shall submit the original invoice through the responsible City Project Manager at: **City of Ocala Community Development Services Department, Attn: Chris Lewis, 201 SE 3rd Street 2nd Floor, Ocala, Florida 34471**, Telephone: **352-425-7686**; E-Mail: clewis@ocalafl.gov.
 - 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. **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; (iii) which fails to comply with any term, condition, or other requirement under this Agreement; or for (iv) representations provided in Contractor's billing statements that are wholly or partially inaccurate. Any payment withheld shall be released and remitted to Contractor within **THIRTY (30)** calendar days of the Contractor's remedy or resolution of the inadequacy or defect.
- F. **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.
- G. **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.
- H. **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.

6. **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. **Lead Time:** The maximum acceptable lead time on materials is **TWO (2) WEEKS**. The City shall issue a Notice to Proceed (NTP) upon notification of the receipt of materials by the Contractor.
- B. **Weather Days:** The Contractor shall submit a written request to The City Project Manager (email 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 in which the application is submitted and shall be final. Contractor performance and execution of work will be considered in the determination for granting additional days.
- C. 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.**
- D. **All work shall be completed by Contractor in a manner satisfactory to the City Project Manager and ready for final payment within THIRTY (30) days of the start date indicated on the Notice to Proceed.**
- E. The Time for Performance under this Agreement may only be adjusted by Change Order, in the sole and absolute discretion of the 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 **THREE (3)** 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.

- F. 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.
- G. 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.

7. **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.

8. **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 Quotation. 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.

9. **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 Documents, 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; or (ii) 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.

10. **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 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 Final 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 Final Completion beyond the date specified for Final Completion in the Contract Documents.

A. **No Waiver of Rights or Liabilities.** Permitting Contractor to continue and finish the work, or any part thereof, beyond the dates specified for 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. **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.

D. **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 the Agreement.

E. **Injunctive Relief.** The parties acknowledge that monetary damages may not be a sufficient remedy for Contractor's failure to achieve 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.

11. **WARRANTY.** Contractor warrants that all labor, materials, and equipment furnished under the agreement are new, of the type and quality required for the Project, and installed in a good and workmanlike manner in accordance with the Contract Documents.



- A. Contractor shall guarantee that the work shall be free from any defects in workmanship for a period of not less than **ONE (1) YEAR** from the date of Final Completion.
- B. Contractor shall guarantee that the materials provided shall be free from any defects for the longer of: (1) **TEN (10) YEARS** from the date of Final Completion; or (2) the period of warranty provided by any supplier or manufacturer.
- C. Contractor shall obtain for the benefit of City and Owner all standard warranties of subcontractors, suppliers, and manufacturers of all material, equipment, or supplies manufactured, furnished, or installed. All written warranties for work, materials, or equipment supplied must be provided to The City Project Manager before final payment will be authorized.

12. **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.

13. **PERFORMANCE EVALUATION.** At the end of the contract, City may evaluate Contractor's performance. Any such evaluation will become public record.

14. **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.

15. **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.

16. OWNER'S RESPONSIBILITIES. Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of Owner:

- A. **Cooperation.** Owner shall cooperate with City and Contractor during the performance of the work. Owner hereby designates City as its agent to oversee and approve Contractor's work and to authorize payment to Contractor for approved invoices.
- B. **Access.** Owner shall grant access to the property subject to this Agreement. Owner may continue to occupy the property subject to this Agreement during Contractor's performance of the work unless otherwise agreed to by City, Contractor, and Owner. City shall not be responsible for relocating Owner during the pendency of the work.
- C. **Personal Property and Storage.** Owner agrees to remove any personal property within the project construction area so as to not interfere with the progress of the work. Owner shall ensure Contractor has easy access in and around the project construction area for the operation of equipment required for the performance of the work. Owner will allow for the necessary movement and replacement of rugs, furniture, and/or storage boxes as necessary for Contractor's performance of the work. Owner shall be responsible for procuring at Owner's sole expense any needed external storage. City shall not be liable for damage to Owner's personal property due to Owner's failure to remove said personal property pursuant to this section.
- D. **Pets.** Owner shall secure any and all pets in a location which does not interfere with the performance of the work or the Contractor's ability to fulfill its requirements under this Agreement. All pets shall be the sole responsibility of the Owner at all times hereunder.
- E. **Utilities.** Owner shall furnish and allow the use of electricity and water by Contractor at no additional cost to City or Contractor during Contractor's performance of the work.
- F. **License to Photograph Property.** Owner expressly grants to City the right to photograph or film images of the property subject to this Agreement, including the exterior and interior of the home or other structure, for documentation, education, and publicity purposes provided that such use shall not be for commercial purposes.
- G. **Color Coordination.** All colors for all materials shall be chosen by Owner at the time of execution of this Agreement from the pre-selected options provided by the Community Development Services Department. This section applies, but is not limited to, color selection for



CONTRACT# CDS/240720B

roofing, windows, interior and exterior paint, cabinets, flooring, plumbing fixtures, doors, trim, and appliances.

H. **Homeowner's Insurance.** No insurance is provided by City under this contract to cover Owner. City recommends that Owner obtain a homeowner's insurance or other comparable policy that is sufficient and adequate to produce Owner's interests and/or liabilities.

I. **Lien on Property.**

- (1) Owner agrees to occupy and remain in possession of the property subject to this Agreement for a period of not less than **FIVE (5) YEARS** from the date of execution of this Agreement.
- (2) Owner shall execute a Deferred Mortgage Loan equal to the total cost of rehabilitation set forth in the mortgage documents which names the City of Ocala as the lien holder. In the event that the amount set forth on the original Deferred Mortgage Loan does not represent the final cost of the rehabilitation services performed under this Agreement, Owner agrees to execute an amendment to the Deferred Mortgage Loan to reflect the true total cost of rehabilitation upon City's request.
- (3) Owner's failure to comply with the provisions set forth herein shall constitute an event of default which may result in the acceleration of the repayment of the mortgage loan balance by Owner.

17. **CONTRACTOR RESPONSIBILITIES.** Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of 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. Contractor shall be responsible to see that the finished work complies accurately with the contract and the intent thereof.
- B. Contractor shall have a competent resident job superintendent at the project worksite. Contractor's superintendent shall be the Contractor's primary representative at the project worksite and shall have authority to act on behalf of Contractor. Any and all directives given to the superintendent shall be binding on Contractor.
- C. Contractor shall be solely responsible for the means, methods, techniques, sequences, or procedures of construction and safety precautions or programs incident thereto.
- 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, to include 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 be fully responsible for all acts and omissions of its subcontractors, employees, and other persons or organizations directly or indirectly employed by them.
- H. Contractor shall utilize competent employees during the performance of the work. At the request of City, Contractor shall replace any incompetent, unfaithful, abusive, and/or disorderly person under Contractor's employ. City and Contractor shall each promptly notify the other of any complaints received. Smoking is prohibited at the Project worksite and Contractor shall ensure that its employees, subcontractors, and employees of its subcontractors abide by City's smoking regulations.
- I. All Contractor and subcontractor vehicles shall have their company names located on the sides and all personnel shall be required to wear company attire. Contractor shall coordinate services with the City's Project Manager.
- J. Contractor understands the use and/or possession of alcohol or drugs on a work sit is strictly prohibited. This is defined as either coming to the work site under the influence of alcohol/drugs or the use of alcohol/drugs on the work site. Contractor shall inform its subcontractors and employees of this policy. This policy shall be enforced at all times, including lunch, and before and after working hours on the site. Violation of this policy by Contractor, its employees, or its subcontractors shall be grounds for immediate termination of this Agreement by City and/or Owner.
- K. Normal working hours shall be from 8:00 a.m. to 5:00 p.m., Monday through Friday excluding holidays. No work will be permitted on City observed holidays. Saturday work must be approved, in writing at least forty-eight (48) hours in advance.
- L. Contractor shall not display any signs, posters, or other advertising matter in or on any part of work or around the site thereof without the specific approval in writing by City.
- M. Contractor shall promptly secure all necessary permits, inspections and approvals required and allow al inspections of all work by authorized personnel.
- N. 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.

18. **RESPONSIBILITIES OF CITY.** Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of Contractor:

- A. City shall serve as agent for Owner and administer this Agreement for Owner as it is necessary to ensure the satisfactory performance of this Agreement.
- B. City shall pay Contractor on behalf of Owner for the timely and satisfactory performance of the Work required under this Agreement.
- C. City will require and enforce Contractor compliance with the terms, conditions, and procedures set forth in this Agreement.
- D. City 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 for any reason.



19. **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.

20. **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.

21. **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.

22. **APPLICABLE FEDERAL PROVISIONS.**

- A. **Civil Rights Act of 1964.** Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- B. **Equal Employment Opportunity.** Contractor shall comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- C. **Copeland Anti-Kickback Act.** Contractor shall comply with the provisions with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").
- D. **Compliance in the Provision of Training, Employment, and Business Opportunities.** The work to be performed under this Agreement is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development (the "Department") and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701. The parties to this Agreement shall comply with the provisions of Section 3 and the regulations issued pursuant thereto by the



Secretary of Housing and Urban Development set forth in 24 CFR 134, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement. The parties certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

23. 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.

24. 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.

25. 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.

26. 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, or 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 policies identified in this Section with the exception of Workers' Compensation 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 event 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 vendors@ocalafl.gov.

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 during 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 bid, the Contractor shall always maintain 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. Contractor shall confine construction equipment, stored materials, and the operations of workers to only those areas prescribed by City. 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 Owner. 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. 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.

31. **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.
32. **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.
33. **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.
34. **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.
35. **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.
36. **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



CONTRACT# CDS/240720B

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.

37. 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: clerk@ocalafl.gov; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

38. 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.

39. 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.

40. 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 <https://e-verify.uscis.gov/emp>, 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.

41. **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.
42. **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.
43. **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.
44. **INDEMNITY.** Contractor and Owner shall indemnify City and its elected officials, employees and volunteers against, and hold City and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Contractor, Owner, their agents, and their employees.
45. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.
46. **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:



CONTRACT# CDS/240720B

If to Contractor:

Advantage Air of Ocala, Inc
 Attention: John Sullivan
 3608 NE 24th Court
 Ocala, Florida 34479
 PH: 352-624-3094
 E-Mail: jj9372@yahoo.com

If to City of Ocala as Agent
for Owner:

Daphne Robinson, Esq., Contracting Officer
 City of Ocala, City Hall
 110 SE Watula Avenue, Third Floor
 Ocala, Florida 34471
 Phone: 352-629-8343
 E-mail: notices@ocalafl.gov

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: cityattorney@ocalafl.gov

47. 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.

48. 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.



49. **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.

50. **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.

51. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all of whom shall be bound by the provisions hereof.

52. **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.

53. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.

54. **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.

55. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.

56. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

57. **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.

58. **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,



CONTRACT# CDS/240720B

understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

59. **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.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

ATTEST:

Signed by:

 Angel B. Jacobs
42B3574C2E54A5

Angel B. Jacobs
 City Clerk

CITY OF OCALA

DocuSigned by:

 Christopher Watt
BC80B9F07388433

Christopher Watt
 Chief of Staff

Date: 9/23/2024

**Reviewed and Approved by Community
 Development Services Department:**

DocuSigned by:

 James Haynes
420EB23861D0410

James Haynes, Director
 Community Development Services

Approved as to form and legality:

DocuSigned by:

 William E. Sexton
B07DCFC4E98E422

By: William E. Sexton

Title: City Attorney

ADVANTAGE AIR OF OCALA, INC.

Signed by:

BD703B10FC484D4

(Authorized Signatory)

By: John Sullivan

(Printed Name of Signatory)

Title: Owner

(Title of Authorized Signatory)

Date: 9/20/2024



CONTRACT# CDS/240720B

Witnesses for Property/Homeowner
Signature:

A handwritten signature in black ink.

(Signature of First Witness)

The printed name "Ailin Abbott" in black ink.

(Printed Name of First Witness)

A handwritten signature in black ink.

(Signature of Second Witness)

The printed name "Kasey Nelson" in black ink.

(Printed Name of Second Witness)

PROPERTY/HOMEOWNER

A handwritten signature in black ink.

(Signature of Property/Homeowner)

The printed name "Rudene Tucker" in blue ink.

(Printed Name of Homeowner)

Date: 9/25/24

Exhibit A – SCOPE OF WORK**CONTRACT# CDS/240720B****BACKGROUND**

1. Contractor shall perform HVAC work on a residential home located at **2520 NW 3rd St. Ocala, FL, 34475**.
2. Contractor shall provide all labor, materials, and equipment necessary to perform the services in strict accordance with the rehabilitation specifications, guidelines, and the Florida Building Code.

PERMIT AND SPECIFICATION REQUIREMENTS

1. **Permits Required:** Contractor shall be responsible for obtaining the following City of Ocala permits at no additional cost to the City:
 - Mechanical
2. No work shall commence, nor will any permits be issued, until all associated contracts have been approved and signed by all applicable parties.
3. **Estimated Permit Cost/Allowance:** \$200.00
4. **Permit Fee Schedule:** For information regarding permitting fees, please visit the following link: <https://www.ocalafl.org/home/showpublisheddocument/490/637545367420930000>
5. **Specifications:** All work shall comply with the rehabilitation specifications and guidelines outlined in the Florida Building Code: <https://floridabuilding.org/c/default.aspx>
6. **Work Summaries and Reports:**
 - A. Exhibit A – Scope of Work
 - B. Exhibit B – Price Proposal
 - C. Exhibit C – Work Write-Up
 - D. Exhibit D – Asbestos Survey Report

ANTICIPATED TASKS

1. **Anticipated Tasks:** The Contractor will be required to perform the services in **Exhibit C- Work Write-Up** for the City of Ocala. This list is not an attempt to exclusively define those specific activities the Contractor will perform.
2. **Working Hours:** The normal/standard working hours for this project are 8:00 AM – 5:00 PM Monday through Friday, excluding holidays. No work will be permitted on City observed holidays. Saturday work must be approved, in writing, at least forty-eight (48) hours in advance.
3. Contractor shall be responsible for the inspector's overtime.

PROJECT SUMMARY

1. This work includes but is not limited to the following:
 - HVAC
2. Work shall be coordinated with the City Project Manager, Chris Lewis, 352-629-8333 or 352-425-7686, clewis@ocalafl.gov.

Exhibit A – SCOPE OF WORK**CONTRACT# CDS/240720B****CONTRACTOR RESPONSIBILITIES**

1. The Contractor shall complete all work performed under this contract following policies and procedures of the City of Ocala and all applicable State of Florida and Federal laws, policies, procedures, codes, and guidelines.
2. Contractor shall be responsible for purchasing the permits and ensuring that the hired sub-contractors purchase their required permits.
3. Each rehabilitation job shall have the required permits (i.e.: building permit, plumbing permit, electrical permit and H.A.R.V. permit).
 - A. Contractor is responsible for purchasing the permits and ensuring that his/her sub-contractors purchase their required permits.
 - B. All electrical, plumbing, mechanical, and structural inspections must be made by the City of Ocala Growth Management Department.
 - i. The Contractor is required to notify the Growth Management Department, (352) 629-8421 for each of the required inspections.
 - ii. When calling for an inspection, Contractor will need the address, owner's name, contractor (on plumbing and electrical inspections, the plumber or electrician is the contractor), and the permit number.
 - iii. The City Project Manager shall sign each request for payment form as approved.
 - iv. When an inspection is called into the Growth Management Department before 9:00 AM the inspections will be made by noon. All inspections called before 2:00 PM will be made by 5:00 PM.
 - v. The City of Ocala Growth Management Department makes "same day" inspections.
4. Contractor must have sufficient equipment to complete the work. The City will not pay for rental of additional equipment, purchases of equipment, etc.
5. Construction shall comply with all requirements and instructions of applicable manufacturers.
6. Work shall be completed immediately.
7. If the Contractor is advised to leave a property by the property owner or their representative, the Contractor shall leave immediately without altercation. Contractor shall then contact the City Project Manager within 24 hours and advise of the reason for not completing the assigned project.
8. Contractor is responsible for all wages, taxes, and worker's compensation of all employees.
9. Contractor shall be responsible for any 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.

CONSTRUCTION WORK AREAS, SITE HOUSEKEEPING AND CLEANUP

1. Provide on-site sanitary facilities as required by governing agencies.

Exhibit A – SCOPE OF WORK**CONTRACT# CDS/240720B**

2. **Waste/Debris:** The Contractor shall keep the premises free at all times from the accumulation of waste materials and rubbish caused by operations and employees. The contractor will provide approved containers for collecting and disposing of waste materials, debris, and rubbish. Contractor shall legally dispose of debris. At least once weekly dispose of such waste materials, debris, and rubbish off-site.
3. Contractor shall supply appropriately sized construction skip for demolition/construction debris.
4. **Cleanup:** Periodic cleanup to avoid hazards or interference with operations at the site, and to leave the site in a reasonably neat condition. The work site will be completely cleaned after each day of work.
5. **Final Cleaning:** Upon completion of work, clean the entire work area/project site as applicable.
 - A. Leave the work and adjacent areas affected in a clean 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 acceptably 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 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 hose clean sidewalks and concrete exposed surfaces if impacted by work or included in the work area.
 - D. All furnishings and equipment shall be placed back in their original locations.

CONTRACTOR EMPLOYEES AND EQUIPMENT

1. Contractor shall utilize competent employees in performing the work. Employees performing the work must be properly licensed or qualified as the scope requires.
2. Contractor must provide a valid telephone number, email, and address to the City Project Manager. The phone must be answered during normal working hours, or voicemail must be available to take a message.
3. 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.
4. The Contractor's employees must wear suitable work clothes and personal protective equipment as defined by OSHA (hard hats, bucket harnesses, etc.) and meet 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.
5. 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.
6. No smoking is allowed on City property or projects.
7. Contractor, employees, and sub-contractors will be courteous to the public at all times while at the work site.

Exhibit A – SCOPE OF WORK**CONTRACT# CDS/240720B**

8. Contractor shall possess and maintain sufficient equipment to complete the work described herein. Contractor's equipment shall be in good repair, and the Contractor shall have a qualified operator to maintain the care of the equipment. All operators must be trained in the proper use and care of equipment. A list of equipment shall be provided to the City upon request.
9. All company trucks shall display a visible logo on the outside.
10. All employees must have a shirt with company logo and/or a badge with picture ID, company name and employee name to be worn at all times.

SUB-CONTRACTORS

1. Contractor shall not assign, sublet, or transfer any of the rights and/or duties under the terms of this agreement without written approval of the City.
2. Contractor must perform a minimum of **30%** of the work with their forces.

SAFETY

1. Contractor is solely responsible for ensuring safety during demolition and 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. Before completion, storage and adequate protection of all material and equipment will be the Contractor's responsibility.
5. The Contractor shall exercise every necessary precaution for the safety of the property and the protection of any persons and/or property located adjacent to or making passage through the said property. All claims and repairs are to be made by the Contractor promptly (48 hours).
6. 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.

**Exhibit B - PRICE PROPOSAL**

CONTRACT# CDS/240720B

CONTRACTOR NAME**Advantage Air of Ocala, Inc****LOCATION****Ocala, FL**

ITEM	DESCRIPTION	UOM	EST QTY	COST
1	HVAC	LS	1	\$ 8,699.00
17	Permit Allowance	LS	1	\$ 200.00

Rehabilitation Specification: GRNT 23-0062

CRA: West Ocala

Applicant: Rudine Tucker

Address: 2520 NW 3rd Street

Parcel #: 2260-207-025

Phone: 352-304-1664



Work must comply with the current **Florida Building Code**.

TYPES OF PERMITS REQUIRED:

Building Roofing Plumbing Electrical Mechanical Gas

CONTRACTORS REQUIRED:

General/Builder/Residential Roofing Plumbing Electrical HVAC Gas Specialty

The project must be fully completed in 30 days.

GENERAL CONDITIONS

1. It is the responsibility of the Contractor and/or sub-contractors to obtain all required permits necessary to perform the work described above and to properly post/display them clearly at the job site.
2. It is also the responsibility of the Contractor and sub-contractors to ensure all required inspections are requested and passed, up to and including the final inspections from the City of Ocala Building Department and the Community Development Services Department.
3. Due to this being an owner-occupied residence, the Contractor MUST coordinate with the Owner and City of Ocala Building Department/Inspectors when requesting the necessary inspections for this project. (The Owner may move out during construction.)
4. All references to equivalent imply the substituted goods/materials must meet or exceed the specifications of the brand requested.

Exhibit B – WORK WRITE-UP

CONTRACT# CDS/240720B

Item 1 – HVAC

1. Remove and properly dispose of the existing HVAC system, air handler, condenser unit, copper lines condensate pipe and pump, etc.
2. Provide and install drywall walls/ceiling in furnace closet. Line return air box with duct board.
3. Provide and install a completely new, properly sized home, electric heat pump-style HVAC system, including **All** new copper lines and condensate pipes and condensate pump (if needed), pipe insulation, and any other related components.
4. Install fresh air and return air as required by code.
5. Ensure that the new condensate line empties a minimum of 12" away from the side walls of the home and is secured per code.
6. Provide and install new thermostat wires for **All** new equipment. If electrical supplies and disconnects are sized properly to handle the new system, they may be re-used, otherwise, it will be the Contractor's responsibility to provide and install new electrical wiring and disconnects required for new HVAC equipment.
7. Provide and install NEW circuit breakers for the air handler, heat strips, and compressor where necessary.
8. New HVAC unit MUST be a minimum of 16 SEER/SEER2 and MUST be Energy Star Certified in Florida. Install emergency drain pan with float switch if needed (observed rust, mold, algae, etc.).
9. Replace all flex ducts and register boxes. All joint connections are to be sealed with mastic (fiber-reinforced, water-based, high-velocity duct sealant).
10. Check, clean, and sanitize existing metal ductwork. All joint connections are to be sealed with mastic (fiber-reinforced, water-based, high-velocity duct sealant).
11. Provide and install a secondary "wet" switch as a safety backup to the gravity condensate.
12. If the existing plenum base is damaged, rotted, or in any way deteriorated, provide, and install **All** necessary materials to properly repair or rebuild the plenum with duct board or (if metal, then replace with metal).
13. Provide and install a new standard filter box (if needed) and install new filter(s), a minimum of MERV-5 rating or better, in a readily accessible manner. Filter size should be common and readily available at any chain retail store such as Walmart.
14. Provide and install a new digital, programmable thermostat, matched/compatible with the new system. Owner's thermostats can be used if functional. Ensure that the new thermostat (if used) is designed to utilize the maximum functionality of the new HVAC system's capabilities (temperature and humidity control and programming) and energy efficiency.
15. Install new properly sized registers and returns as needed, throughout home and make all necessary repairs to home in all locations a component is removed or replaced.
16. If required by code or for a permit, obtain and provide energy calculations and manual D & J and AHRI Reports.

Exhibit B – WORK WRITE-UP**CONTRACT# CDS/240720B**

17. Copies of all documents, including signed energy calculations, manual D & J and AHRI Reports, warranty information, and **All** paperwork required for any energy rebates that the Owner may be eligible for must be made and provided to the Owner and Rehabilitation Inspector at the final inspection.
18. Provide the Owner with basic instructions on how to operate the new HVAC system/thermostat, filter change schedule, and instruction on suggested service intervals.
19. Contractor shall repair/paint any areas (match surrounding) damaged due to replacement.

Item P – Permits

The amount of \$200.00 is the estimated permit cost/allowance for this project.

At project closeout and before final payment, the Contractor shall submit to the homeowner, a 3-ring binder to include:

- Prime Contractor's information w/warranty
- Sub-contractor information
- All owner manuals/instructions

At the project closeout and before final payment, the Contractor shall submit to the project manager:

- Final Payment Affidavit
- Owner's final acceptance of the work
- Material and/or contractor lien releases



8(a) certified, HUBZone certified, EDWOSB

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

©2024 DK Environmental & Construction Services, Inc. All rights reserved.

ASBESTOS SURVEY REPORT

PREPARED FOR THE FOLLOWING PROPERTY:



2520 NW 3rd Street
Ocala, FL 34475

PERFORMED ON:

April 15, 2024

PERFORMED AND PREPARED BY:

A handwritten signature in black ink, appearing to read 'Chris Ritko'.

Chris Ritko
Asbestos Building Inspector
193196

TABLE OF CONTENTS

- 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**
- X. 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: 2520 NW 3rd Street
Ocala, FL 34475

Property Owner: Roudene Tucker

Survey Performed For: City of Ocala, Community Development Services
201 SE 3rd Street, 2nd 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

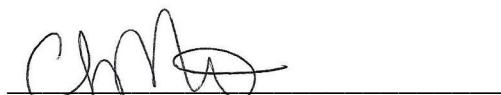
Date of On-Site Survey: April 15, 2024

Date of Report: April 19, 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 renovation. 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 (321)401-5094.



Chris Ritko
Asbestos Building Inspector
193196

II. SURVEY SUMMARY

On April 15, 2024 an Asbestos Survey was performed at 2520 NW 3rd Street, Ocala, FL 34475. The property is a single-family detached dwelling. It is approximately 1,590 square feet and was constructed in 1988.

The purpose of this Survey was to identify the presence of asbestos-containing materials that may be disturbed during planned renovation. 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)

Nonfriable ACM is 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, cannot be crumbled, pulverized, or reduced to powder by hand pressure. EPA also defines two categories of nonfriable ACM, Category I and Category II nonfriable ACM, which are described later in this guidance.

"Regulated Asbestos-Containing Material" (RACM) is (a) friable asbestos material, (b) Category I nonfriable ACM that has become friable, (c) Category I nonfriable ACM that will be or has been subjected to sanding, grinding, cutting or abrading, or (d) Category II nonfriable 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 renovation/demolition activity. These materials should be assumed asbestos 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 than 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.

<i>Bulk Collection and Sample Analysis Results</i>						
<i>Sample Number</i>	<i>Description</i>	<i>Condition</i>	<i>Friable</i>	<i>Asbestos Percent and Type</i>	<i>Location/Amount</i>	<i>NESHAP Category</i>
2520-1-1	Asphalt Shingle/Black	Intact	No	None Detected	Exterior Front Porch Roof	NA
2520-1-1	Membrane/Black	Intact	No	None Detected	Exterior Front Porch Roof	NA
2520-1-2	Asphalt Shingle/Black	Intact	No	None Detected	Exterior Front Porch Roof	NA
2520-1-2	Membrane/Black	Intact	No	None Detected	Exterior Front Porch Roof	NA
2520-2-1	Asphalt Shingle/Black	Intact	No	None Detected	Typical Exterior Roof	NA
2520-2-2	Asphalt Shingle/Black	Intact	No	None Detected	Typical Exterior Roof	NA
2520-3-1	Joint Compound/White	Intact	No	None Detected	Typical Interior Walls/Ceilings	NA
2520-3-1	Drywall/White	Intact	No	None Detected	Typical Interior Walls/Ceilings	NA
2520-3-2	Joint Compound/White	Intact	No	None Detected	Typical Interior Walls/Ceilings	NA
2520-3-2	Drywall/White	Intact	No	None Detected	Typical Interior Walls/Ceilings	NA
2520-3-3	Joint Compound/White	Intact	No	None Detected	Typical Interior Walls/Ceilings	NA

Bulk Collection and Sample Analysis Results

Sample Number	Description	Condition	Friable	Asbestos Percent and Type	Location/Amount	NESHAP Category
2520-3-3	Tape/Tan	Intact	No	None Detected	Typical Interior Walls/Ceilings	NA
2520-3-3	Joint Compound/White	Intact	No	None Detected	Typical Interior Walls/Ceilings	NA
2520-3-3	Drywall/White	Intact	No	None Detected	Typical Interior Walls/Ceilings	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.

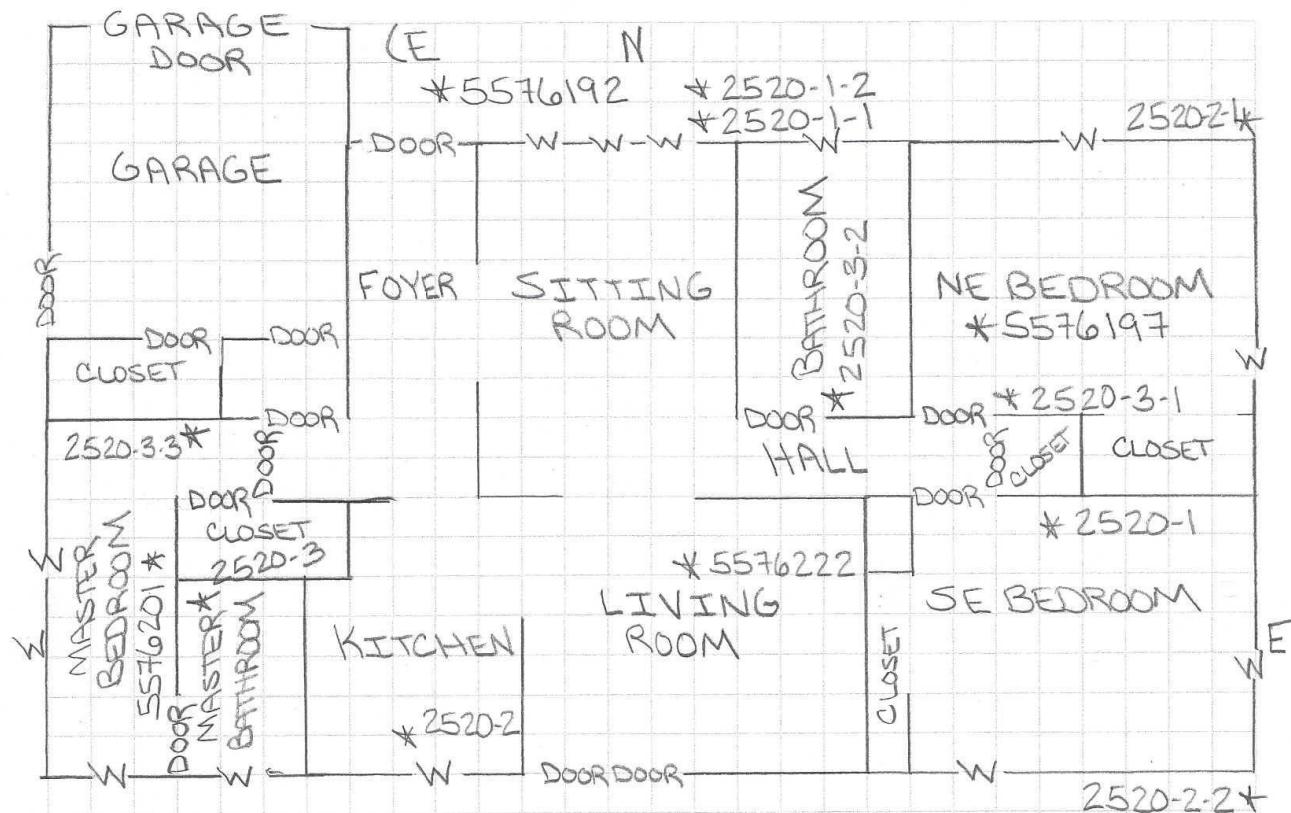
No other recommendations regarding asbestos containing materials are required at this time. In the event concealed building materials are discovered during future renovation or demolition activities, which are suspected to contain asbestos, the materials should be sampled and analyzed to confirm the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

VII. SAMPLING LOCATIONS FLOOR PLAN



DK Environmental & Construction Services, Inc.
8786 Sonoma Coast Drive, Winter Garden, FL 34787
407-614-4572 814-243-1927
dkenvironmental@yahoo.com

SITE PLAN



Case # _____

Address 2520 NW 3rd StreetOcala, FL 34475Asbestos and Mold

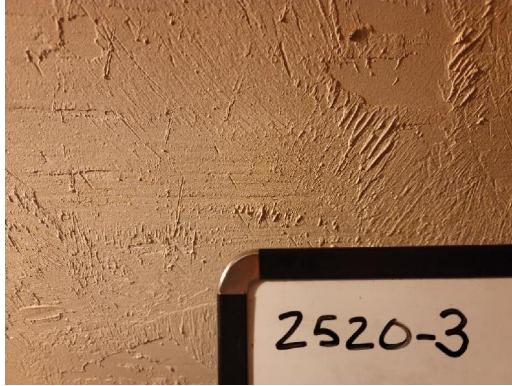
VIII. SAMPLING PHOTOGRAPHS



2520-1
Asphalt Shingle/Membrane
Exterior Front Porch Roof

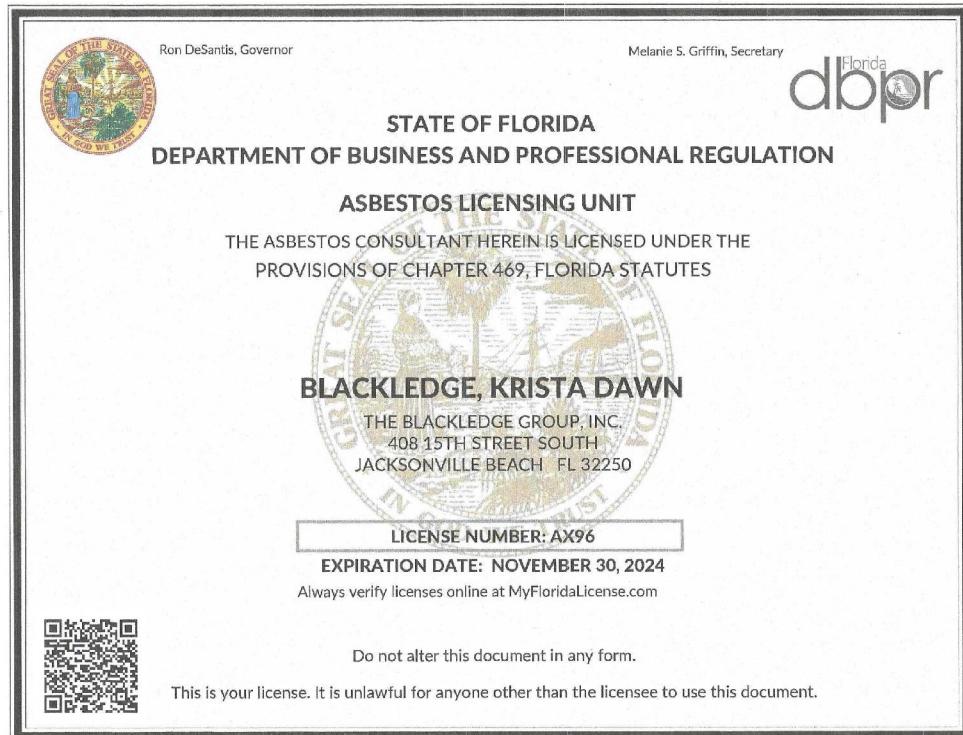


2520-2
Asphalt Shingle
Typical Exterior Roof



2520-3
Drywall/Tape/Joint Compound
Typical Interior Walls, Ceilings

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 nonfriable 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 nonfriable ACM: any material, excluding Category I nonfriable 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.

Nonfriable 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 nonfriable ACM that has become friable, (c) Category I nonfriable ACM that will be or has been subjected to sanding, grinding, cutting, or abrading, or (d) Category II nonfriable 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.



#24016050

Analysis Report prepared for

DK Environmental & Construction Services, Inc.

8786 Sonoma Coast Drive
Winter Garden, FL 34787
Phone: (814) 243-1927

2520 NW 3rd Street
Ocala, FL 33475

Collected: April 15, 2024
Received: April 18, 2024
Reported: April 19, 2024



EPA Laboratory ID: VA01419

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

We would like to thank you for trusting Hayes Microbial for your analytical needs!
We received 7 samples by UPS in good condition for this project on April 18th, 2024.

The results in this analysis pertain only to this job, collected on the stated date, and should not be used in the interpretation of any other job. Information supplied by the customer can affect the validity of 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.

All information provided to Hayes Microbial is confidential information relating to our customers and their clients. We will not disclose, copy, or distribute any information verbally or written, except to those 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.

This laboratory bears no responsibility for sample collection activities, analytical method limitations, or your use of the test results. Interpretation and use of test results are your responsibility. Any reference to 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.

Stephen N. Hayes

Steve Hayes, BSMT (ASCP)
Laboratory Director
Hayes Microbial Consulting, LLC.



Lab ID: #188863

DPH License: #PH-0198

(804) 562-3435
contact@hayesmicrobial.com

Page: 1 of 4

#	Sample	Material Description	Non-Fibrous	Non-Asbestos Fibers	Asbestos Fibers
7	2520-3-3 - Drywall / Joint Compound / Typical Interior Walls, Ceilings	Homogenous / Joint Compound / White	100%		None Detected
		Homogenous / Tape / Tan	2%	98% Cellulose Fibers	None Detected
		Homogenous / Joint Compound / White	100%		None Detected
		Homogenous / Drywall / White	95%	5% Cellulose Fibers	None Detected

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.



SHIP: UPS - SD
DATE: 04-18-2024

1824 6003 8521 3446

Chain of Custody

814-243-1927
dkenvironmental@yahoo.com

Job Number:	Job Name: 2520 NW 3RD STREET OCEAN, FL 34475	Collector: Chris Ritko	Email: dkenvironmental@yahoo.com
Date Collected:	04/15/24	Notes: STOP AT FIRST POSITIVE	
Mobile:			

In addition to the City of Ocala's General Terms and Conditions and other provisions required by the funding agency, all contract awards made by the City of Ocala, a non-Federal entity, shall be governed by the following provisions required under Appendix II to 2 CFR, Part 200, as applicable. These Special Terms and Conditions shall have precedence over the City's General Terms and Conditions and any terms and conditions set forth in the solicitation that may be in variance or conflict with these Special Terms and Conditions.

1. **REMEDIES FOR VIOLATION OR BREACH OF CONTRACT.** Remedies for violation or breach are addressed under Paragraph 67 of the City's General Terms and Conditions.
2. **TERMINATION FOR CAUSE OR CONVENIENCE.** Termination for cause and convenience are addressed under Paragraph 67 of the City's General Terms and Conditions.
3. **EQUAL EMPLOYMENT OPPORTUNITY.** (Applies to agreements between the City and any Vendor for construction work which is paid for in whole or in part with federal funds.) During the performance of this Contract, Contractor agrees as follows:
 - (a) Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - (b) Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - (c) Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceedings, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
 - (d) Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - (e) Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - (f) Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its/his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (g) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (h) Contractor will include the portion of the sentence immediately preceding paragraph (a) herein and the provisions of the subparagraphs contained within this entire section in every subcontract or contract unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or Contractor. The Contractor will take such action concerning any subcontract or contract as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:
 - (1) Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or Contractor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

4. **DAVIS-BACON ACT AND COPELAND “ANTI-KICKBACK” ACT.** (Applies to all prime construction contracts in excess of \$2,000 for the actual construction, alteration, and/or repair of a public building or public work, or building or work financed in whole or in part from Federal funds, in accordance with guarantees of a Federal agency, or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant, or annual contribution.)

- (a) **Davis Bacon Act.** All vendors, contractors, and subcontractors must comply with the provisions of the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). Contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Contractor shall pay wages not less than once a week. Current prevailing wage determinations issued by the Department of Labor are available at www.dol.gov. Contractor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Contractor is conditioned upon Contractor's acceptance of the wage determination. The City shall report all suspected or reported violations to the Federal awarding agency.
- (b) **Copeland “Anti-Kickback” Act.** Contractor further agrees that it shall also comply with the Copeland “Anti-Kickback” Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractor and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each Contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The City shall report all suspected or reported violations to the Federal awarding agency.

5. **CONTRACT WORK HOURS & SAFETY STANDARDS ACT.** (Applies to all contract awards in excess of \$100,000 that involve the employment of mechanics, laborers, and construction work. These requirements do not apply to the purchase of supplies or materials ordinarily available on the open market, or contracts for transportation or transmission of intelligence.) All vendors, contractors, and subcontractors must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor Regulations (20 CFR Part 5).

- (a) Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
- (b) The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

6. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

7. **CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT.** (Applies all contract awards and subcontracts in excess of \$150,000.) All vendors, contractors, and subcontractors must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401-7671q, and the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251-1387. Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

8. **DEBARMENT AND SUSPENSION.** (Applies all contract awards.) No contract award shall be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

9. **BYRD ANTI-LOBBYING AMENDMENT.** (Applies all contract awards and subcontracts in excess of \$100,000.) Contractors who apply or bid for an award of more than \$100,000 shall file a Byrd Anti-Lobbying Certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

10. **PROCUREMENT OF RECOVERED MATERIALS.** (Applies all contract awards where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000.) As a non-Federal entity that is a political subdivision of the state of Florida, the City of Ocala and all vendors, contractors, and subcontractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery;

and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

11. **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** (Applies all contract awards.) As a recipient and subrecipient of federal funds, the City of Ocala and its vendors, contractors and subcontractors:

(a) As a recipient and subrecipient of federal funds, the City of Ocala and all vendors, contractors and subcontractors are prohibited from obligating or spending loan or grant funds to (1) procure or obtain; (2) extend or renew a contract to procure or obtain; or (3) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(1) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(2) Telecommunications or video surveillance services provided by such entities or using such equipment.

(3) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) By submitting the electronic response to this solicitation, Vendors are certifying that they have carefully read the solicitation documents, including any addenda, exhibits, attachments, and/or appendices in their entirety and agrees that to the best of his/her knowledge, no pages or parts of the documents appear to have been omitted and that Vendor fully understands, accepts, and agrees to fully comply with the requirements and conditions set forth therein.

(d) See Public Law 115-232, section 889 for additional information.

(e) See also, § 200.471.

12. **DOMESTIC PREFERENCES FOR PROCUREMENTS.** (Applies all contract awards.) As appropriate and to the extent consistent with law, the City of Ocala should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all contracts and purchase orders for work or products under this award.

(a) For the purposes of this section:

- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Certificate Of Completion

Envelope Id: F2FCDF6C0A8474047AD554FBDF56431D7

Status: Completed

Subject: FOR SIGNATURE - Agreement for SHIP/HOME/CDBG Housing Rehabilitation- HVAC Replacement (CDS/240720B)

Source Envelope:

Document Pages: 57

Signatures: 5

Envelope Originator:

Certificate Pages: 5

Initials: 0

Porsha Ullrich

AutoNav: Enabled

Enveloped Stamping: Enabled

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

110 SE Watula Avenue

City Hall, Third Floor

Ocala, FL 34471

pullrich@ocalafl.gov

IP Address: 216.255.240.104

Record Tracking

Status: Original

9/11/2024 4:39:03 PM

Holder: Porsha Ullrich

Location: DocuSign

pullrich@ocalafl.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: City of Ocala - Procurement & Contracting

Location: DocuSign

Signer Events**Signature****Timestamp**

John Sullivan



Sent: 9/11/2024 4:43:49 PM

jj9372@yahoo.com

Viewed: 9/19/2024 4:29:02 AM

Owner

Signed: 9/20/2024 2:00:27 PM

Security Level: Email, Account Authentication (None)

Signature Adoption: Drawn on Device
 Using IP Address: 71.214.160.150
 Signed using mobile

Electronic Record and Signature Disclosure:

Accepted: 9/19/2024 4:29:02 AM

ID: b25acd8b-913d-4fd8-b81d-781e71c69d95

William E. Sexton



Sent: 9/20/2024 2:00:29 PM

wsexton@ocalafl.org

Viewed: 9/23/2024 10:30:37 AM

City Attorney

Signed: 9/23/2024 10:52:10 AM

City of Ocala

Signature Adoption: Pre-selected Style
 Using IP Address: 216.255.240.104

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Christopher Watt



Sent: 9/23/2024 10:52:12 AM

cwatt@ocalafl.org

Viewed: 9/23/2024 12:37:13 PM

Chief of Staff

Signed: 9/23/2024 12:37:43 PM

Security Level: Email, Account Authentication (None)

Signature Adoption: Pre-selected Style
 Using IP Address: 216.255.240.104

Electronic Record and Signature Disclosure:

Accepted: 9/23/2024 12:37:13 PM

ID: c37c2e06-7983-4d22-8423-6a972ee481ae

James Haynes



Sent: 9/23/2024 12:37:45 PM

jhaynes@ocalafl.org

Viewed: 9/23/2024 3:29:36 PM

Director, Community Development Services

Signed: 9/23/2024 3:29:49 PM

Security Level: Email, Account Authentication (None)

Signature Adoption: Pre-selected Style
 Using IP Address: 216.255.240.104

Electronic Record and Signature Disclosure:

Signer Events	Signature	Timestamp
Accepted: 3/7/2023 8:03:46 AM ID: 2896330f-34db-4ce4-a6ef-e3f38eda28a0		
Angel B. Jacobs ajacobs@ocalafl.org City Clerk Security Level: Email, Account Authentication (None)	<p>Signed by:  8DB3574C28E54A5...</p>	Sent: 9/23/2024 3:29:51 PM Viewed: 9/23/2024 3:42:32 PM Signed: 9/23/2024 3:43:02 PM
	Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	
Electronic Record and Signature Disclosure:		
Accepted: 9/23/2024 3:42:32 PM ID: 5c1fe85f-686c-4715-a6e0-c4bc0483ec4e		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/11/2024 4:43:50 PM
Certified Delivered	Security Checked	9/23/2024 3:42:32 PM
Signing Complete	Security Checked	9/23/2024 3:43:02 PM
Completed	Security Checked	9/23/2024 3:43:02 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact City of Ocala - Procurement & Contracting:

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

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

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

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

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

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

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

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

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

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

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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