

**AGREEMENT FOR SHIP/HOME/CDBG HOUSING REHABILITATION**

THIS AGREEMENT FOR SHIP/HOME/CDBG HOUSING REHABILITATION ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), **MAE WIGGINGTON** ("Owner"), and **ULLOA MANAGEMENT GROUP, LLC**, a limited liability company duly organized and authorized to do business in the state of Florida (EIN: 85-3815340) ("Contractor").

**RECITALS:**

**WHEREAS**, on April 2, 2026, City issued an Invitation To Bid ("ITB") for the provision of rehabilitation work on a residential home located at 123 SW 11<sup>th</sup> Avenue, Ocala, FL 34471, ITB No.: CDS/260622 (the "Solicitation"); and

**WHEREAS**, six (6) firms responded to the Solicitation and, after consideration of price and other evaluation factors set forth in the Solicitation, the bid submitted by Ulloa Management Group, LLC, was found to be the lowest; and

**WHEREAS**, Ulloa Management Group, LLC, was chosen as the intended awardee for the rehabilitation work on a residential home located at 123 SW 11<sup>th</sup> Avenue, Ocala, FL 34471 (the "Project"); 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. 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: Work Write Up (B-1 through B-6)
    - Exhibit C: Asbestos Survey Report (C-1 through C-23)
    - Exhibit D: Lead Based Paint Inspection Report (D-1 through D-36)

- B. If there is a conflict between the individual Exhibits regarding the scope of work to be performed, then any identified inconsistency shall be resolved by giving precedence in the following order: (1) Exhibit A; then (2) Exhibit B; then (3) Exhibit C; then (4) 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.gov/home/showpublisheddocument/504/637545378827730000>;
  - B. **City of Ocala Metering Enclosure and Equipment Standards** available at:  
<https://www.ocalafl.gov/home/showpublisheddocument/328/637632311592430000>;
  - C. **Florida Building Code (Most Recent Edition)** available at:  
<https://floridabuilding.gov/c/default.aspx>.
  - D. **Standard Specifications for Construction of Streets, Stormwater, Traffic, Water and Sewer Infrastructures (January 11, 2024)** available at:  
<https://www.ocalafl.gov/home/showpublisheddocument/26969>

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 **FIFTY-THREE THOUSAND, NINE HUNDRED NINETY-FOUR AND NO/100 DOLLARS (\$53,994)** (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. All invoices submitted by Contractor shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. Contractor shall be provided with a cover sheet for invoicing. This cover sheet must be filled out correctly and submitted with each invoice. Contractor shall submit the original invoice through the responsible City Project Manager

at: **City of Ocala Community Development Services Department**, Attn: **Chris Lewis**, E-Mail: [clewis@ocalafl.gov](mailto:clewis@ocalafl.gov) Address: **201 SE 3<sup>rd</sup> Street 2<sup>nd</sup> Floor, Ocala, Florida 34471**,

- 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. Contractor shall mobilize and commence work no later than **TEN (10)** working days from the date of issuance of a Notice to Proceed for the project by City. **At no time will the Contractor be allowed to lag behind.**
- B. **All work shall be completed by Contractor and ready for final payment in a manner satisfactory to the City Project Manager within SIXTY (60) days of the start date indicated on the Notice to Proceed.**
- C. **Weather Days.** 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.
- D. **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.
  - E. The Time for Performance under this Agreement may only be adjusted by Change Order, in the sole and absolute discretion of City. Any request for an extension of the Time for Performance must be submitted in a writing delivered to the City Project Manager, along with all supporting data, within **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 Proposal. 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 **TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$250)** 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. **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) **ONE (1) YEAR** 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 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 site 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. Any changes in the work hours must be agreed to by City, Owner, Contractor, and any subcontractors.
  - 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 all 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 the contract a policy of Commercial Auto Liability insurance with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence for Bodily Injury and Property Damage arising out of Contractor's operations and covering all owned, leased, 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](mailto: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](mailto: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 in the course of construction.

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

28. **TRAFFIC CONTROL AND BARRICADES.** The Contractor shall mitigate impact on local traffic conditions to all extents possible. The Contractor is responsible for establishing and maintaining appropriate traffic control and barricades. The Contractor shall provide sufficient signing, flagging, and barricading to ensure the safety of vehicular and pedestrian traffic at all locations where work is being done under this Agreement.

- A. In addition to the requirements set forth in the Solicitation, the Contractor shall maintain at all times a good and sufficient fence, railing or barrier around all exposed portions of said work in such a manner as to warn vehicular and pedestrian traffic of hazardous conditions.
- B. Should Contractor fail to properly barricade his work or stored material sites in the manner outlined above, the City may have the necessary barricading done, and all cost incurred for said barricading shall be charged to the Contractor.

29. **WORK SITE AND CLEANUP.** 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 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](mailto: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](http://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.



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, 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.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW.]**



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

**ATTEST:**

**CITY OF OCALA**

\_\_\_\_\_  
Angel B. Jacobs  
City Clerk

\_\_\_\_\_  
Ire J. Bethea Sr.  
City Council President

Date: \_\_\_\_\_

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

**ULLOA MANAGEMENT GROUP, LLC**

\_\_\_\_\_  
James Haynes, Director  
Community Development Services

\_\_\_\_\_  
(Authorized Signatory)

**Approved as to form and legality:**

By: \_\_\_\_\_  
(Printed Name of Signatory)

\_\_\_\_\_  
William E. Sexton, Esq.  
City Attorney

Title: \_\_\_\_\_  
(Title of Authorized Signatory)

Date: \_\_\_\_\_



**Witnesses for Property/Homeowner  
Signature:**

**PROPERTY/HOMEOWNER**

\_\_\_\_\_  
(Signature of First Witness)

\_\_\_\_\_  
(Signature of Property/Homeowner)

\_\_\_\_\_  
(Printed Name of First Witness)

\_\_\_\_\_  
(Printed Name of Homeowner)

\_\_\_\_\_  
(Signature of Second Witness)

Date: \_\_\_\_\_

\_\_\_\_\_  
(Printed Name of Second Witness)

**BACKGROUND**

1. Contractor shall perform rehabilitation work on a residential home located at **123 SW 11th Avenue, Ocala, FL, 34471.**
2. Contractor will 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 will be responsible for obtaining the following City of Ocala permits at no additional cost to the City:
  - Building
  - Plumbing
  - Mechanical
  - Electrical
2. No work shall commence, nor will any permits be issued, until all associated contracts have been approved and signed by all applicable parties involved.
3. **Estimated Permit Cost/Allowance:** \$300.00
4. **Permit Fee Schedule:** For information regarding permitting fees, 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
  - E. Exhibit E - Lead Inspection Report

**PROJECT SUMMARY**

1. This work includes but is not limited to the following:
  - Roof
  - Electrical
  - HVAC
  - Kitchen Cabinets
  - Exterior Repairs
  - Exterior Paint
2. Work shall be coordinated with the City Project Manager, Chris Lewis, 629-8333 or 425-7686, [clewis@ocalafl.gov](mailto:clewis@ocalafl.gov)

**CONTRACTOR RESPONSIBILITIES**

1. The Contractor shall complete all work performed under this contract in accordance with the policies and procedures of the City of Ocala and all applicable State of Florida and Federal laws, policies, procedures, codes, and guidelines.
2. The Contractor is responsible for purchasing the permits and ensuring that the hired subcontractors 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. The 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. The Contractor must have sufficient equipment to complete work. The City will not pay for rental of additional equipment, purchases of equipment, etc.
5. Construction shall be performed in compliance 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 at once without altercation. Contractor shall then contact the City Project Manager within 24 hours and advise of the reason for not completing the assigned project.
8. Contractor is responsible for all wages, taxes, and workers' compensation of all employees.
9. Contractor is 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.
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. Contractor will provide approved containers for the collection and disposal of waste materials, debris, and rubbish. Contractor shall legally dispose of debris. At least once weekly, Contractor shall dispose of such waste materials, debris, and rubbish off-site.
3. Contractor shall supply an 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 reasonable, 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 cleaned condition satisfactory to the City Project Manager.
  - B. The 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 the original locations.

**CONTRACTOR EMPLOYEES AND EQUIPMENT**

1. Contractor must utilize competent employees in performing the work. Employees performing the work must be properly licensed or qualified as required by the scope.
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. Contractor's employees must wear suitable work clothes and personal protective equipment as defined by OSHA (hard hats, bucket harnesses, etc.) and meeting Manual on Uniform Traffic Control Devices (MUTCD) and National Electrical Safety Code (NESC) requirements as indicated for all work conducted and be as clean and in as good appearance as the job conditions permit.
5. Contractor will 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 subcontractors will be courteous to the public at all times while at the work site.
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 must have a visible logo on the outside.
10. All employees must have a shirt with the company logo and/or a badge with picture ID, company name, and employee name to be worn at all times.
11. The normal/standard working hours for this project are 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding City-observed holidays. No work will be permitted on City-observed holidays.
12. Saturday work must be approved, in writing, at least forty-eight (48) hours in advance.
13. Contractor shall be responsible for inspector's overtime.

**SUB-CONTRACTORS**

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

**SAFETY**

1. The 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. Prior to 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 and all persons and/or property located adjacent to or making passage through said property. All claims and repairs shall be made by the Contractor in a timely manner (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.

**Rehabilitation Specification: GRNT 21-0034**

**CRA: West Ocala**

**Applicant:** Mae Wigginton

**Address:** 123 SW 11th Ave

**Parcel #:** 2846-037-000



**\*\*\*Affordable Housing Project\*\*\***

**\*\*\*Qualifies for Expedited Permitting\*\*\***

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 60 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. 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.

**Item 1- Roof**

1. Contractor shall follow best practices when asbestos and/or lead is present in affected areas as per lead/asbestos reports when lead/asbestos has been found in the project.
2. This work Will Require a Re-Roof Permit.
3. Tear off all roof surfaces to roof deck sheathing and repair any/all damaged or rotted areas as required. Contractor shall confirm number of layers.
4. Remove and dispose of old skylights if installed. Satellite dishes shall be removed and reinstalled at Owner's direction.
5. Contractor will provide and install, if necessary, up to 608 sq. ft. of roof deck material and will provide a per sq. foot cost of material and labor on any unforeseen sheathing damage over 608 sq. ft., determined as a change order.
6. Contractor will provide and install, if necessary, up to 300 LF of fascia/rafter/truss tails and purlins and will provide a per foot cost of material and labor on any unforeseen decking or fascia or rafter/truss tail damage., determined as a change order.

Check all truss to bond beam/top plate connections, ensure that truss straps have minimum 3 visible nails/screws in the side of the truss/rafter. Use #10D nail or SDS screw. Nails shall be bent over on the opposite side. Install Simpson H2.5 galvanized hurricane tie or other suitable truss tie to each truss top plate/bond beam (where tie downs are missing or visually un-inspectable). Fasteners for hurricane clips shall be rated for the material to which it will be installed, (wood or masonry) minimum embedment shall be according to manufacturer's specification. **ALL HOLES SHALL BE FILLED. IT MAY BE NECESSARY TO ATTACH TO THE MASONRY STRUCTURE.** *This must be inspected by the City Project Manager before closure.*

7. Ensure all roof sheathing/decking is re-nailed per code requirements and passes required inspections. Roof coverings shall be applied to solidly sheathed roofs (install dead wood as necessary) or spaced sheathing where code approves, except where the roof covering is specifically designed to be applied to spaced supports.
8. Inspect all structural roof components, trusses, rafter tails, purlins, fascia boards visible during re-roof. Provide and install materials needed to "scab", replace or reinforce areas of rot or minor damage on roof framing members.
9. If major (requires an engineer) structural damage is discovered, it must immediately be brought to the attention of the City Project Manager to determine how to proceed.
10. Provide and install ALL new roof components, 2" Aluminum drip-edge, concealed "shingle over" ridge vent (install maximum amount of ridge vent), electrical mast collar, lead boots for plumbing vent pipes and risers for vents, colored to match roof. Include new range hood vent (8" or 10" w/ integrated damper) if vent currently exists, bathroom exhaust vents (2 at 4" – 6" each, w/ dampers) are mandatory, and new vents for gas water heater and furnace (if needed). New boot and riser vent colors shall complement/match roof covering/house colors.
11. Provide and install completely new metal flashing in valleys, around chimneys (where necessary) and fasten and seal in place fully. Chimneys shall be provided with crickets where the dimension parallel to

- the ridgeline is greater than 30 inches (762 mm) and does not intersect the ridgeline. Confirm all areas are sealed and do not leak.
12. Provide and install new materials for any other vent penetration not listed above. Insure all new and existing ductwork is properly and securely connected to new roof vents.
  13. Dry-in with a code approved water barrier over sloped roof.
  14. Provide and install, code compliant, asphalt shingles, minimum 130 MPH wind rating and minimum 30-year warranty. Flat roofs shall use RUBEROID® torch system equal or better. Owner shall choose color following contract signing, and City Project Manager must approve. (Lighter, Energy Star colors suggested). If code requires, install code compliant metal roofing.
  15. Provide and install code approved “peel and stick” per FBC 2023 8<sup>th</sup> edition, over 100% of any shallow roof areas and insure all required or needed flashing is completely/properly installed.
  16. Remove and properly dispose of all debris from roof and nails around home, and ensure no nails are left, especially in driving/parking/walking areas.
  17. Provide homeowner and City Project Manager with written copy of roof warranty from Contractor and manufacturer, including the shingle color and brand name and model line of shingles and underlayment used, immediately following roof final inspection.
  18. NOTE: It is the Contractor’s responsibility to schedule and successfully pass all required inspections.
  19. Install new aluminum soffit/fascia throughout and porch ceilings (aluminum/vinyl soffit and aluminum fascia, vinyl porch ceilings). Provide Owner with color choices. Remove frieze blocks/other soffit if installed for proper airflow.
  20. If installed, replace gutters/downspouts with new seamless 6” gutters w/gutter guards to original condition. Adjust for proper water flow. Include splash blocks, splash guards, etc. Seal all joints to eliminate/reduce leaks. Provide Owner with color choices.
  21. If installed and damaged, make level 4 legs (corners) of top of chimney and install full coverage, 24-gauge galvanized steel hood (chimney cap) if old cap is missing and/or damaged beyond repair. Secure according to manufacturer’s instructions.
  22. If installed, check draft hoods on top of gas appliances (water heater, furnace) before the start of work and at completion, to make sure they were not moved during construction.
  23. If required, the awarded contractor will be responsible for contacting Ocala Electric Utility (OEU) at 352-351-6620 to arrange for a maintenance disconnect for the electrical service drop on the roof before beginning the work. Upon scheduling, OEU will disconnect the service line to facilitate the necessary work. Once the Contractor has completed the work in the designated area, they must notify OEU for reconnection. Please note that there is no additional charge associated with this service.
  24. Contractor shall submit a current **Uniform Mitigation Verification Inspection Form** with photos and signed by a qualified inspector.

**Item 2 – Electrical****1. Interior:**

2. In the kitchen area, provide and install new 48-inch LED fixtures that are 3100 to 5000 lumens each, 4000K color, Energy Star in place of each old fixture that was removed. Suggested model Lithonia Lighting FMLL-14IN-80CRI -OR- Equal/better.
3. Add 2 receptacles (for a total of 3) above new countertops. All receptacles shall be evenly spaced. Receptacles may need to be moved.

**4. Exterior:**

5. Install new HVAC disconnect and exterior GFCI outlet at condenser location, back of house and back porch at the washer connection.
6. Install necessary electrical circuits for a 16-seer electric heat pump HVAC system and future electric water heater.
7. Contractor may be required to coordinate with other contractors during repairs.

**Item 3 – HVAC**

1. Remove and properly dispose of existing HVAC system, air handler, condenser unit, copper lines and condensate pipe and pump, etc.
2. Build closet for new air handler where old furnace is removed, to include door and knob. Drywall walls/ceiling in furnace closet. Line return air box with duct board. Install minimum 20"x20" return air filter grille if possible.
3. Provide and install completely new, properly sized to home, electric heat pump style HVAC system 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 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 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 air handler, heat strips and compressor where necessary.
8. New HVAC unit MUST be a minimum of 16 SEER2 and MUST be Energy Star Certified in Florida. Install emergency drain pan with float switch if needed (observed rust, mold, algae, etc.).
9. Provide and install a secondary "wet" switch as a safety backup to the gravity condensate.
10. If 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.
11. Provide and install new standard filter box (if needed) and install new filter(s), 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.

12. Provide and install a new digital, programable thermostat, matched/compatible with the new system. Owner's thermostat can be used if functional. Ensure that 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.
13. 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.
14. Check clean, sanitize and insulate existing metal ductwork. Replace all flex ducts. All joint connections shall be sealed with mastic (fiber reinforced, water-based, high-velocity duct sealant).
15. If required by code or for permit, obtain and provide energy calculations and Manual D & J and AHRI Reports.
16. 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 Owner and City Project Manager at final inspection.
17. Provide Owner with basic instruction of how to operate new HVAC system/thermostat, filter change schedule and instruction on suggested service intervals.
18. Contractor shall repair/paint any areas damaged due to replacement.

#### **Item 4 – Kitchen cabinets**

1. Remove and dispose of all existing cabinets, backsplash, countertops and OTR microwave/hood.
2. Provide and install prefabricated cabinets with hardwood facings. Layout should at minimum remain the same with 30" wall cabinets.
3. Add 6' of base/tops/wall cabinets on the wall opposite the sink.
4. Include ADA compliant door and drawer hardware (\$3-\$5 min. price range each). Provide 2 extra pieces of hardware.
5. Provide and install over the range microwave. Install wall cabinets above range and refrigerator from cabinets to wall beside fridge. Install 12"-15" base cabinet at right side of range.
6. Provide and install Formica countertops with 4-inch backsplash, color will be selected by homeowner at contract signing.
7. Install new 8" stainless steel double bowl sink with single lever Delta faucet with sprayer, includes all related plumbing, water supplies and shut off valves.
8. Remove old backsplash and repair/install new drywall as needed. Paint kitchen walls/ceilings with acrylic latex materials. Refer to paint specs.

#### **Item 6 – Exterior Repairs**

1. Repair/replace damaged/missing lattice throughout.
2. Replace exterior damaged novelty siding with like siding. Use similar material for trim.
3. Nail siding as necessary for proper installation.

## Item 7 – Exterior paint

1. Carefully pressure wash/clean 100% of the exterior of the home, including, front entry way and sidewalk, walls, soffits, fascia and gables, etc.
2. Caulk and fill or repair all cracks, gaps, holes or other damage around perimeter of home with a paintable, water-based elastomeric, acrylic caulk before applying any primer or paint. Suggested "Big Stretch" High Performance, water-based sealant by Sashco or equal/better.
3. Prime all exterior doors, trim, front entry ceiling, etc. with Sherwin-Williams Multi-Purpose Interior/Exterior Latex Primer/Sealer, (or equal, per data sheet) unless product is not specified for use on a specific building material/surface.
4. Provide and apply at least one "full-coverage coat" of Sherwin Williams "PrimeRx Peel Bonding Primer" OR "Loxon Conditioner (White)" OR equal/better to all exterior CMU walls, gables, and other surfaces as appropriate. Contractor shall provide MSDS for any requested alternate. Alternate must be pre-approved by City Project Manager.
5. Paint all exterior surfaces using Sherwin-Williams "SuperPaint Exterior Acrylic Latex" (or equal/better per data sheet). Owner to select wall color (1), trim color (1) and entry door color (1), following full execution of this Agreement, however, color selections MUST BE PRE-APPROVED by the City Project Manager or designee before application of paint materials.

At final inspection, provide a list of the manufacturer, type, sheen/finish and color of all coatings used and the respective locations where they were applied, to the Owner and City Project Manager.

## Item P – Permits

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

At project closeout and before final payment, Contractor shall submit to Owner a 3-ring binder including:

Prime Contractor's information w/warranty

Sub-contractor information

Registered roof warranty and claim information

Equipment/appliance warranties

All owner manuals/instructions

Provide a list of the manufacturer, type, sheen/finish and color of all coatings used and the respective locations where they were applied, to the owner

Color choices (**all color/product choices and/or changes to previously agreed upon choices shall be done in writing**)

Also, to City Project Manager:

Final Payment Affidavit

Owner final acceptance of the work

Material and/or contractor lien releases: plumbing, electrical, HVAC, etc.

**Pb<sub>3</sub>**  
**Environmental Monitoring, LLC.**

◆Asbestos, Lead Paint and Construction Air Monitoring ◆Consulting ◆Bulk Sampling for Laboratory Analysis◆

(352) 203-4081 email: [robpb03@gmail.com](mailto:robpb03@gmail.com) or [rrasmussen72@gmail.com](mailto:rrasmussen72@gmail.com)

FL Licensed Asbestos Business Organization No. ZA527

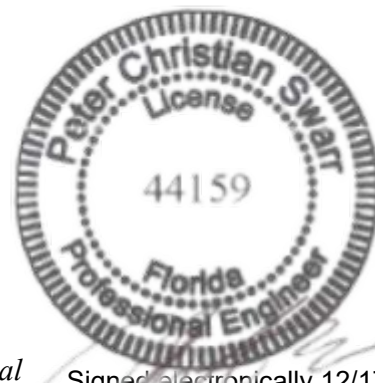
U.S. EPA Certified Lead-Based Paint Activities Firm No. NAT-F178890

December 16, 2025

Project:  
Asbestos Survey for Renovation-House  
Mae Etta Green Wigington  
123 SW 11<sup>th</sup> Ave.  
Ocala, FL 34471



Client:  
City of Ocala  
Community Development Services Department  
201 SE 3<sup>rd</sup> St.  
Ocala, FL 34471



*Unofficial without seal*  
Peter Swarr, PE #44159FL  
LAC #63

Signed electronically 12/17/2025 by  
Peter C. Swarr, PE

6548 SW 131<sup>st</sup> Place Ocala, FL 34473

352.203.4081

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According to your instructions **PbO<sub>3</sub>** Environmental Monitoring, LLC., Inc. has completed an asbestos survey at the subject property (Project). The following pages of this report contain the results of this Inspection. This limited asbestos inspection report presents data that describes the location of asbestos-containing material (ACM) identified in the subject property. This report is to be used as a program-planning tool for the proposed demolition, renovation, construction and/or maintenance activities scheduled at this facility. This survey was conducted on site by EPA/AHERA trained professional inspector(s).

Suspect materials not previously identified in this report may be encountered during any renovation or demolition. These materials should be assumed asbestos containing material until sample collection and subsequent analysis prove otherwise.

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 Inspection. These findings should not be treated as absolute, nor should they be relied upon to represent conditions at significantly later dates.

**PbO<sub>3</sub>** Environmental Monitoring, LLC.



Robert Rasmussen  
Building Inspector  
Asbestos License # ZA527

Asbestos Survey for Renovation-House  
Mae Etta Green Wigington  
123 SW 11<sup>th</sup> Ave.  
Ocala, FL 34471

## 1.0 INTRODUCTION

**PbO<sub>3</sub>** was contracted by our client to conduct an Asbestos Survey of suspect asbestos containing materials found in the subject property.

- 1) Identify suspect asbestos-containing materials that would be disturbed during demolition and/or select renovations to this structure.

## 1.1 INSPECTION AND SAMPLING PROCEDURE

**PbO<sub>3</sub>** inspection and sample collection procedures are based on the Environmental Protection Agency (EPA) protocols.

An initial facility walk through is conducted to familiarize the inspector with the facility layout. The facility is then divided into functional available spaces that can be accessed. The suspect homogeneous materials are selected for bulk sampling. Samples are collected and placed into separate, sealed plastic bags. Each sample is individually numbered, and sample information is entered onto a Field Data Sheet. Sample tools are decontaminated after each sample collection. The samples are delivered to an accredited laboratory for analysis, accompanied by a completed Chain of Custody Form.

Suspect materials are divided into three categories: surfacing materials (such as plaster and surface coatings), thermal system insulation (TSI) (such as mudded TSI fittings, duct insulation, and pipe insulation), and miscellaneous material (such as floor tile, drywall, and mastic). Asbestos-containing materials are classified according to:

- Friability**
- \* Friable
  - \* Non-friable

*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.*

A particular suspect material may be found in several different locations within a facility. The EPA does not require that these materials be sampled in each location, provided the materials are of the same type, age, appearance, have the same date of installation, and are sampled in accordance with EPA requirements to provide statistically reliable data that can be extrapolated onto all remaining non-sampled areas.

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Accredited inspectors determine the number of samples of each material to be collected, depending on the material's category and the amount of material present.

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).

Asbestos NESHAP regulations must be followed for demolitions and/or renovations of facilities with at least 80 linear meters (260 linear feet) of regulated asbestos-containing materials (RACM) on pipes, 15 square meters (160 square feet) of regulated asbestos-containing materials on other facility components, or at least one cubic meter (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.

## 1.2 METHODS OF LABORATORY ANALYSIS

Samples are analyzed in accordance with AHERA requirements using the following reference methods:

- EPA Interim Method for the Detection of Asbestos in Bulk Insulation Samples (EPA 600/M4-82020, December 1982).
- McCrone Research Institute's The Asbestos Particle Atlas.

All bulk samples are analyzed using PLM visual area estimate (VAE). Friable materials containing asbestos estimated at less than ten percent by PLM-VAE may be reanalyzed by PLM point counting. Additional treatment and tests may be used as required to accurately define composition (i.e., ashing, extractions, and TEM). All bulk sample laboratory reports are verified through an established quality assurance (QA) procedure.

## 1.3 QUALITY CONTROL PROCEDURES

Laboratories accredited by the National Voluntary Laboratory Accreditation Program (NVLAP) analyze all samples. These laboratories participate in the NVLAP, as well as the American Industrial Hygiene Association (AIHA) Bulk Asbestos Sample Quality Assurance Program. **PbO<sub>3</sub>** verifies all sample data for accuracy by cross-referencing Field Data Sheets, Chain of Custody Forms, and field notes.

## 1.4 DETERMINATION OF ACM CLASSIFICATION

The positive identification of asbestos in a material or product can only be made through laboratory analysis. Visual inspection or common knowledge is not a positive test. The asbestos content of a suspect material is determined by collecting a bulk sample and having it analyzed by PLM. The PLM technique determines the specific type of asbestos present in the bulk sample and VAE provides an estimate of the percentage of asbestos.

The EPA National Emission Standards for Hazardous Air Pollutants (NESHAP) - National Emission Standard for Asbestos (40 CFR Part 61, subpart M) defines a non-friable asbestos-containing material as any material with an asbestos content greater than one percent as determined by PLM analysis. A friable material estimated to

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contain less than ten percent asbestos as determined by PLM-VAE must be analyzed by PLM point counting and determined to contain less than one-percent asbestos in order to be considered a non-regulated ACM.

A clarification memorandum issued by the EPA regarding the NESHAP regulation included the following statement:

The parties legally responsible for a building (owner or operator) may take a conservative approach to being regulated by the NESHAP. The responsible party - may choose to act as though the building material is an asbestos-containing material (greater than 1%) at any level of asbestos content (even less than 1% asbestos). Thus, if the analyst detects asbestos in the sample and estimates the amount to be less than 10% by visual estimation, the parties legally responsible (owner or operator) of the building may elect to assume the amount to be greater than 1% and treat the material as regulated asbestos containing material or require verification of the amount by point counting.

## 1.5 INSPECTION LIMITS

**PbO<sub>3</sub>** has performed the Client requested tasks in a thorough and professional manner consistent with commonly accepted standard industry practices, using state of the art practices and best available known technology, as of the date of the assessment. **PbO<sub>3</sub>** cannot guarantee and does not warrant that this Asbestos Survey has identified all adverse environmental factors and/or conditions affecting the subject properties on the date of the Assessment. **PbO<sub>3</sub>** 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 **PbO<sub>3</sub>** 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 Assessment, will be valid only as of the date of the Assessment. 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 demolition activities, **PbO<sub>3</sub>** 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. We 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. Hypothetical examples include floor tile hidden under carpeting, and not detected by our typical examination of the area under the carpet at a corner(s) or existing hole(s), an abandoned length of insulated pipe hidden within a finished wall, an asbestos-cement sewer vent pipe in the wall behind a toilet, asbestos paper/felt between hardwood flooring and the sub-floor or old vinyl floor tile covered over with plywood and newer flooring materials. 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 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 demolition activity. These materials should be assumed asbestos containing material until sample collection and subsequent analysis prove otherwise.

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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.

We generally assume that roofing material, vinyl flooring and floor mastic contains asbestos, as asbestos roofing material, asbestos vinyl flooring and asbestos floor mastic are very common unless noted as sampled. Location and sampling of underground items, such as asbestos-cement pipes, would have been outside of the scope of the survey. Cloth jacketed electrical wiring if present, should be assumed asbestos containing material. Electrical wiring is typically not sampled unless the electrical system has been verified by our client as de-energized.

Electrical wiring is typically not sampled unless the electrical system has been verified by our client as de-energized. Swimming pools are not tested unless they are accessible and drained. Swimming pools should be assumed an asbestos containing material.

EPA 6001R-93/116 is the specified method for analysis of bulk material samples for asbestos under the EPA Asbestos Hazard Emergency Response Act, there have been reports that this method may not identify asbestos when fiber sizes are extremely small or if they are bound in a resinous material. Such materials include floor tile, mastic and asphaltic roofing. Currently, reanalysis by Transmission Electron Microscopy (TEM) to verify results of <1 % or "None Detected" for these materials is recommended.

Quantities shown in this survey are estimates, actual quantities may vary. Field verification is the responsibility of the contractor. Contractors are responsible for their own verification of quantities prior to bid submittal.

Suspect materials not previously identified in this report may be encountered during any demolition, renovation and/or maintenance activities. These materials should be assumed asbestos containing material until sample collection and subsequent analysis prove otherwise.

## 1.6 INSPECTION DATE AND INSPECTOR INFORMATION:

**PbO<sub>3</sub>** employee Julian Spadt inspected the structure on December 10, 2025.

## 2.0 FACILITY CONSTRUCTION INFORMATION:

The structure is a single-story wood framed single family house on CMU block piers with an asphalt shingle roof.

## 2.1 FACILITY MAINTENANCE AND/OR RENOVATION HISTORY

Unknown

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## 2.2 SUSPECT MATERIAL SUMMARY

- Drywall with Joint Compound
- Ceiling Texture
- Rolled Vinyl Flooring (Tan)
- Exterior Caulking
- Asphalt Shingle Roofing
- CMU Block

## 2.3 RESULTS

There was a total of Seventeen (17) samples (including sub-samples) were analyzed by EPA Method 600/M4/82/020R-93/116. Based upon our visual observations, bulk sampling of suspect materials and subsequent microscopic analysis, we have determined that **No Asbestos Containing Material was detected.**

## 2.4 RECOMMENDATIONS

Suspect materials not previously identified in this report may be encountered during any demolition, renovation and/or maintenance activities. These materials should be assumed asbestos containing material until sample collection and subsequent analysis prove otherwise.

That this survey be used to identify asbestos containing material and components prior to any planned demolition, renovation, construction and/or maintenance activities scheduled at this facility.

Controlled "Wet" demolition of all materials in place is recommended. Provided the demolition activities do not subject presumed non-friable asbestos containing material (if present) to cutting, sanding, grinding, abrading, or otherwise rendering them friable during demolition.

29 CFR 1926.1101- OSHA's Asbestos Standard for the Construction Industry does apply to the demolition of all buildings identified with Asbestos Containing Material (ACM) and/or presumed ACM. The contractor will need to comply with the specific training, duties and responsibilities outlined in this CFR.

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General Recommendations

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 one cubic meter (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.

Asbestos Survey for Renovation-House  
Mae Etta Green Wigington  
123 SW 11<sup>th</sup> Ave.  
Ocala, FL 34471

Dear Customer:

**Pb03 Environmental Monitoring Company** would like to thank you for allowing us the opportunity to be of service to you. We value our customers and therefore **Pb03** prides itself on making sure every customer is fully satisfied.

If there is ever another opportunity that we can be of service to you, we would appreciate the call. The services we provide for future reference are as follows.

- Lead Testing and Consulting, Paint, Soil, Water and Dust.
- Asbestos Testing, Consulting and Monitoring.
- Indoor Air Quality Testing.
- Mold Assessments and Clearances.
- And various other environmental issues.

If you should have any questions, comments, or concerns please contact us at (352) 203-4081. Once again, thank you for using **Pb03**.

Sincerely,

**Pb03 Environmental Monitoring, LLC**

Asbestos Survey for Renovation-House  
Mae Etta Green Wigington  
123 SW 11<sup>th</sup> Ave.  
Ocala, FL 34471

**APPENDIX A**

**LABORATORY RESULTS**



7469 Whitepine Rd  
 North Chesterfield, VA 23237  
 Telephone: 800.347.4010

## Asbestos Bulk Analysis Report

Report Number: 25-12-02885

Client: PbO3 Environmental Monitoring, LLC  
 6548 SW 131st Place  
 Ocala, FL 34473

Received Date: 12/15/2025  
 Analyzed Date: 12/16/2025  
 Reported Date: 12/16/2025

Project/Test Address: Renovation; 123 SW 11th Ave; Ocala, FL 34471

Client Number:  
 201413

Fax Number:  
 321-507-4914

# Laboratory Results

Lab Sample Number	Client Sample Number	Layer Type	Lab Gross Description	Asbestos	Other Materials
25-12-02885-001A	123-01	Drywall	Gray Powdery; Brown Fibrous; Inhomogeneous	NAD	15% Cellulose 85% Non-Fibrous
25-12-02885-001B	123-01	Joint Comp.	White Chalky; Homogeneous	NAD	100% Non-Fibrous
25-12-02885-002A	123-02	Drywall	Gray Powdery; Brown Fibrous; Inhomogeneous	NAD	15% Cellulose 85% Non-Fibrous
25-12-02885-002B	123-02	Joint Comp.	White Chalky; Homogeneous	NAD	100% Non-Fibrous
25-12-02885-003A	123-03	Drywall	Gray Powdery; Brown Fibrous; Inhomogeneous	NAD	15% Cellulose 85% Non-Fibrous

**Environmental Hazards Services, L.L.C**

Client Number:            201413  
 Project/Test Address:    Renovation; 123 SW 11th Ave; Ocala, FL  
    34471

Report Number:        25-12-02885

Lab Sample Number	Client Sample Number	Layer Type	Lab Gross Description	Asbestos	Other Materials
25-12-02885-003B	123-03	Joint Comp.	White Chalky; Homogeneous	NAD	100% Non-Fibrous
25-12-02885-004	123-04		White Textured; White Paint-Like; Inhomogeneous	NAD	100% Non-Fibrous
25-12-02885-005	123-05		White Textured; White Paint-Like; Inhomogeneous	NAD	100% Non-Fibrous
25-12-02885-006	123-06		White Textured; White Paint-Like; Inhomogeneous	NAD	100% Non-Fibrous
25-12-02885-007	123-07		Tan Vinyl; White Foam; Inhomogeneous	NAD	5% Fibrous Glass 95% Non-Fibrous
25-12-02885-008	123-08		Tan Vinyl; White Foam; Inhomogeneous	NAD	5% Fibrous Glass 95% Non-Fibrous
25-12-02885-009	123-09		Tan Vinyl; White Foam; Inhomogeneous	NAD	5% Fibrous Glass 95% Non-Fibrous

**Environmental Hazards Services, L.L.C**

Client Number:            201413  
 Project/Test Address:    Renovation; 123 SW 11th Ave; Ocala, FL  
    34471

Report Number:        25-12-02885

Lab Sample Number	Client Sample Number	Layer Type	Lab Gross Description	Asbestos	Other Materials
25-12-02885-010	123-10		White Pliable; White Granular; Pink Paint-Like; Inhomogeneous	NAD	100% Non-Fibrous
25-12-02885-011	123-11		White Pliable; White Granular; Pink Paint-Like; Inhomogeneous	NAD	100% Non-Fibrous
25-12-02885-012	123-12		White Pliable; White Granular; Pink Paint-Like; Inhomogeneous	NAD	100% Non-Fibrous
25-12-02885-013	123-13		Black Tar-Like; Brown/White Aggregate; Inhomogeneous	NAD	15% Fibrous Glass 85% Non-Fibrous
25-12-02885-014	123-14		Gray Granular; Homogeneous	NAD	100% Non-Fibrous

**Environmental Hazards Services, L.L.C**

Client Number:            201413  
 Project/Test Address:    Renovation; 123 SW 11th Ave; Ocala, FL  
    34471

Report Number:        25-12-02885

Lab Sample Number	Client Sample Number	Layer Type	Lab Gross Description	Asbestos	Other Materials
-------------------	----------------------	------------	-----------------------	----------	-----------------

QC Sample:            102-M12022-4  
 QC Blank:            SRM 1866 Fiberglass  
 Reporting Limit:    1% Asbestos  
 Method:            EPA Method 600/R-93/116, EPA Method 600/M4-82-020  
 Analyst:            Kathy Fletcher

Reviewed By Authorized Signatory: Melissa Kanode  
 Melissa Kanode  
 QA/QC Clerk

These results are based on a comparative visual estimate. The condition of the samples analyzed was acceptable upon receipt per laboratory protocol unless otherwise noted on this report. Each distinct component in an inhomogeneous sample was analyzed separately and reported as a composite. Results represent the analysis of samples submitted by the client. Sample location, description, area, volume, etc., was provided by the client. This report cannot be used by the client to claim product endorsement by NVLAP or any agency of the U.S. Government. This report shall not be reproduced except in full, without the written consent of the Environmental Hazards Service, L.L.C. All information concerning sampling location, date, and time can be found on Chain-of-Custody. Environmental Hazards Services, L.L.C. does not perform any sample collection. . NVLAP #101882-0 VELAP 460172

Environmental Hazards Services, L.L.C. recommends reanalysis by point count (for more accurate quantification) or Transmission Electron Microscopy (TEM), (for enhanced detection capabilities) for materials regulated by EPA NESHAP (National Emission Standards for Hazardous Air Pollutants) and found to contain less than ten percent (<10%) asbestos by polarized light microscopy (PLM). Both services are available for an additional fee.

400 Point Count Analysis, where noted, performed per EPA Method 600/R-93/116 with a Reporting Limit of 0.25%.

LEGEND:            NAD = no asbestos detected

Exhibit C - Asbestos Survey Report

CONTRACT# CDS/260622

ACCOUNT No. **201413**

Pb<sub>3</sub> ENVIRONMENTAL MONITORING, LLC.

6548 SW 131<sup>st</sup> Place Ocala, FL 34473 (352) 203-4081 [rrasmussen72@gmail.com](mailto:rrasmussen72@gmail.com)

25-12-02885



Due Date:  
12/18/2025  
(Thursday)  
AE

*14/1/25*

CHAIN OF CUSTODY DOCUMENT

PAGE

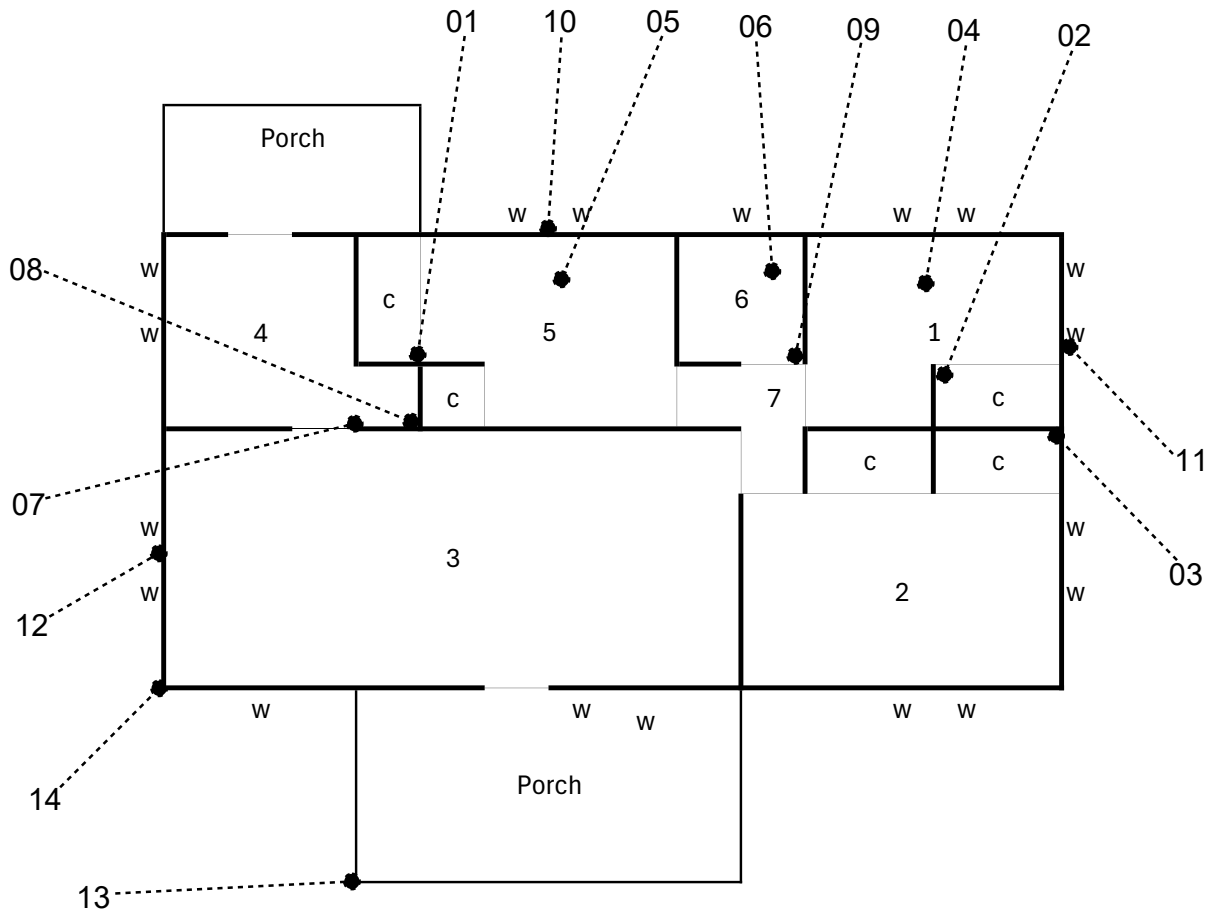
Project Number:		Lab Name: <b>Environmental Hazard</b>	
Project Name: <i>Renovation</i>		Address: 7469 Whitepine Road	
Project Address: <i>123 SW. 11th Ave. Ocala, FL. 34471</i>		N. Chesterfield, VA 23237	
Client Name: <i>City of Ocala</i>		Phone: 1-800-347-4010 ext 110	
Inspector: <i>J. Spadt</i>		Turnaround: Same Day ___ 24 Hrs ___ 48Hrs ___ 3 Days <input checked="" type="checkbox"/>	
		Other _____	
		Analysis: Asbestos Bulk <input checked="" type="checkbox"/> Positive Stop <input checked="" type="checkbox"/>	
		Type: Lead _____ OTHER _____	

Date	Sample Number	Description	Location	Comments/Measurements
<i>12/10/2025</i>	<i>123-01</i>	<i>Drywall with joint compound</i>	<i>Bedroom</i>	
	<i>-02</i>	<i>┆ ┆ ┆</i>	<i>┆ ┆ ┆</i>	
	<i>-03</i>			
	<i>-04</i>	<i>Ceiling Texture</i>	<i>Bedroom</i>	<i>Throughout</i>
	<i>-05</i>	<i>┆ ┆ ┆</i>	<i>┆ ┆ ┆</i>	
	<i>-06</i>		<i>Bathroom</i>	<i>┆ ┆ ┆</i>
	<i>-07</i>	<i>Roller Vinyl Flooring (Tan)</i>	<i>Kitchen</i>	<i>Approx. 200 sq.ft.</i>
	<i>-08</i>	<i>┆ ┆ ┆</i>	<i>┆ ┆ ┆</i>	
	<i>-09</i>		<i>Bathroom</i>	<i>┆ ┆ ┆</i>
	<i>-10</i>	<i>Window Caulking</i>	<i>Exterior</i>	<i>Approx. 200 ft. linear ft.</i>
	<i>-11</i>	<i>┆ ┆ ┆</i>	<i>┆ ┆ ┆</i>	
	<i>-12</i>			
	<i>-13</i>	<i>Asphalt Roofing</i>	<i>┆ ┆ ┆</i>	
	<i>-14</i>	<i>CMU Block</i>	<i>┆ ┆ ┆</i>	
				<i>*Single story wood structure on black stilts with asphalt roofing.*</i>

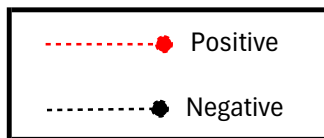
Relinquished By: <i>[Signature]</i>	Date: <i>12/10/2025</i>	Time:
Received By: <i>[Signature]</i>	Date: <i>12/10/25</i>	Time: <i>2:24</i>



123 SW 11th Ave.

Ocala, FL 34471

Sample Key



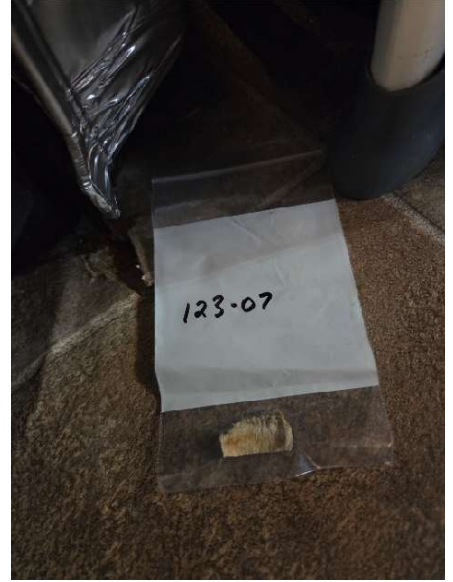
Asbestos Survey for Renovation-House  
Mae Etta Green Wigington  
123 SW 11<sup>th</sup> Ave.  
Ocala, FL 34471



Sample 123-01  
Typical Drywall & Joint Compound  
Sample



Sample 123-04  
Typical Ceiling Texture Sample



Sample 123-07  
Typical Rolled Vinyl Flooring  
Sample



Sample 123-10  
Typical Exterior Caulking Sample



Sample 123-13  
Asphalt Shingle Roofing Sample



Sample 123-14  
CMU Block Sample

Asbestos Survey for Renovation-House  
Mae Etta Green Wigington  
123 SW 11<sup>th</sup> Ave.  
Ocala, FL 34471

**APPENDIX B**  
**CERTIFICATIONS**

---

---

# THE ASBESTOS INSTITUTE

*Certifies that*

## Robert Rasmussen

has attended and received instruction in the EPA approved course

### AHERA Building Inspector Refresher

on

### July 18, 2025

and successfully completed and passed the competency exam.

Certificate:  
ON-188748-7395-071825

Date of Examination:  
18-Jul-2025

Date of Expiration:  
18-Jul-2026



A. Zwanenburg  
Director



Approved Instructor

**THE ASBESTOS INSTITUTE**

20033 N. 19<sup>th</sup> Ave, Building 6, Phoenix, AZ 85027  
602-864-6564 – [www.theasbestosinstitute.com](http://www.theasbestosinstitute.com)

FL Course # CRS228

*The person receiving this certificate has completed the requisite training for asbestos accreditation under TSCA Title II.*

---

---

# THE ASBESTOS INSTITUTE

*Certifies that*

## Julian Spadt

has attended and received instruction in the EPA approved course

### AHERA Building Inspector Refresher

on

### April 23, 2025

and successfully completed and passed the competency exam.

Certificate:  
ON-188748-9815-042325

Date of Examination:  
23-Apr-2025

Date of Expiration:  
23-Apr-2026



A. Zwanenburg  
Director



Approved Instructor

**THE ASBESTOS INSTITUTE**

20033 N. 19<sup>th</sup> Ave, Building 6, Phoenix, AZ 85027  
602-864-6564 – [www.theasbestosinstitute.com](http://www.theasbestosinstitute.com)

FL Course # CRS228

*The person receiving this certificate has completed the requisite training for asbestos accreditation under TSCA Title II.*



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**ASBESTOS LICENSING UNIT**

THE ASBESTOS BUSINESS ORGANIZATION HEREIN IS LICENSED UNDER THE  
PROVISIONS OF CHAPTER 469, FLORIDA STATUTES

**PBO3 ENVIRONMENTAL MONITORING, LLC**

PETER C SWARR  
6548 SW 131ST PLACE  
OCALA FL 34473

**LICENSE NUMBER: ZA527**

**EXPIRATION DATE: NOVEMBER 30, 2027**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)

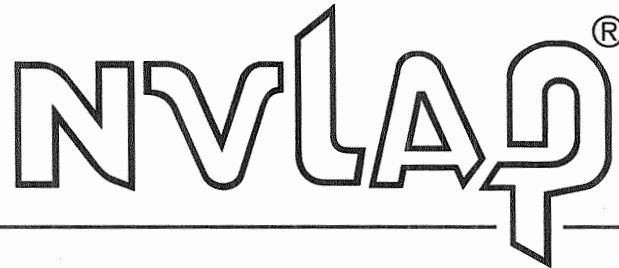
ISSUED: 09/05/2025

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United States Department of Commerce  
National Institute of Standards and Technology



---

**Certificate of Accreditation to ISO/IEC 17025:2017**

---

NVLAP LAB CODE: 101882-0

**Environmental Hazards Services, L.L.C.**  
North Chesterfield, VA

*is accredited by the National Voluntary Laboratory Accreditation Program for specific services,  
listed on the Scope of Accreditation, for:*

**Asbestos Fiber Analysis**

*This laboratory is accredited in accordance with the recognized International Standard ISO/IEC 17025:2017.  
This accreditation demonstrates technical competence for a defined scope and the operation of a laboratory quality  
management system (refer to joint ISO-ILAC-IAF Communique on ISO/IEC 17025).*

---

2025-01-01 through 2025-12-31

*Effective Dates*



---

*For the National Voluntary Laboratory Accreditation Program*

National Voluntary  
Laboratory Accreditation Program



SCOPE OF ACCREDITATION TO ISO/IEC 17025:2017

Environmental Hazards Services, L.L.C.

7469 Whitepine Road

North Chesterfield, VA 23237-2261

Ms. Julie Dickerson

Phone: 804-275-4788 Fax: 804-275-4907

Email: [jdickerson@leadlab.com](mailto:jdickerson@leadlab.com)

<http://www.leadlab.com>

ASBESTOS FIBER ANALYSIS

NVLAP LAB CODE 101882-0

Bulk Asbestos Analysis

Code

Description

18/A01

EPA -- 40 CFR Appendix E to Subpart E of Part 763, Interim Method of the Determination of Asbestos in Bulk Insulation Samples

18/A03

EPA 600/R-93/116: Method for the Determination of Asbestos in Bulk Building Materials

A handwritten signature in black ink, appearing to read 'Dana S. Hamman', is written over a horizontal line.

For the National Voluntary Laboratory Accreditation Program



**Environmental Monitoring, LLC.**

6548 SW 131<sup>st</sup> Place Ocala, Florida 34473

◆Asbestos, Lead Paint and Construction Air Monitoring ◆Consulting ◆Bulk Sampling for Laboratory Analysis◆  
(352) 203-4081 email: [robpo3@gmail.com](mailto:robpo3@gmail.com) or [rrasmussen72@gmail.com](mailto:rrasmussen72@gmail.com)

December 11, 2025

Client: City of Ocala  
Community Development Services Department  
201 SE 3<sup>rd</sup> St.  
Ocala, FL 34471

Project: LEAD - BASED PAINT INSPECTION REPORT  
Sheryl Martin  
1213 NW 9<sup>th</sup> St.  
Ocala, FL 34475



According to your instructions **PbO<sub>3</sub>** Environmental Monitoring, LLC. has completed a LEAD-BASED PAINT INSPECTION of the subject property. The following pages of this report contain the results of this Inspection.

This report is intended for the exclusive use of our client under the terms and conditions of our agreement. The findings are relevant to the conditions observed during the physical process of performing the Inspection. These findings should not be treated as absolute, nor should they be relied upon to represent conditions at significantly later dates. Any other use, reuse, in whole or in part without the expressed written permission of PbO<sub>3</sub> Environmental Monitoring, LLC. is strictly forbidden.

**PbO<sub>3</sub>** Environmental Monitoring, LLC.

A handwritten signature in black ink, appearing to read 'Robert Rasmussen'.

Robert Rasmussen  
Risk Assessor

6548 SW 131<sup>st</sup> Place Ocala, FL 34473

OFFICE 352-203-4081

LEAD - BASED PAINT INSPECTION REPORT  
Sheryl Martin  
1213 NW 9<sup>th</sup> St.  
Ocala, FL 34475

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**LEAD - BASED PAINT INSPECTION REPORT**

Sheryl Martin  
 1213 NW 9<sup>th</sup> St.  
 Ocala, FL 34475

**1.    SUMMARY of FINDINGS**

According to your instructions **PbO<sub>3</sub>** Environmental Monitoring, LLC. of 6548 SW 131<sup>st</sup> Place Ocala, Florida has completed a LEAD-BASED PAINT INSPECTION of the subject property. The inspection was conducted on December 10, 2025. The Inspection was performed by Julian Spadt, Lead Risk Assessor(s) (certifications on file). This lead-based paint inspection did not include such items as water sampling, soils, mini blinds, lead dust analysis, furniture, bathroom and/or floor tile-except as noted in this report. Non-painted components, such as ceramic tile and vinyl baseboards, were not tested. Factory finish components or paneled areas such as walls, vent covers, countertops, exhaust hood covers, mailboxes, sinks, electrical panels, closet clothing bars, and light fixtures, etc., were not tested unless they were painted. **Ceramic Tile may be a Lead Containing Material such as that found in many Ceramic Tile glazes. Secondary Coverings such as drop ceilings, paneling, vinyl siding, wallpaper, furniture, clutter, etc. may conceal painted components, which were not accessible during this inspection. Care must be taken not to disturb concealed components unless it is determined that they do not contain lead-based paint.**

The data in this report represents the entire scope of services for this Inspection. Conclusions drawn or opinions formed by others from this data are their own, and shall in no way obligate **PbO<sub>3</sub>** Environmental Monitoring, LLC.

To the best of our knowledge and belief, the data contained herein is true and correct as represented. However, this should not be considered an undertaking where lead hazards are identified nor should any warranty, or guarantee, of suitability be assumed.

When evaluating this report, it is assumed as per HUD’s “Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing”, Chapter 7, that if one testing combination (ex: living room/window sill/wood) in an interior or exterior room equivalent is found to be positive for lead-based paint, then all other similar testing combinations in that room equivalent are also assumed to be positive for lead-based paint. The exception to this assumption is when 100% of the similar testing combinations in the room equivalent are tested.

**Summary of the Findings**

Test Method Performed	No. of Samples	No. <b>above</b> Action Level and/or <b>Positive</b>	No. <b>below</b> Action Level and/or <b>Negative</b>
X-ray Fluorescence	129	0	129

**Notes**

- All windows are aluminum.
- All interior doors are unpainted wood.
- Room 6-Window Casings are unpainted wood.

**Results**

The Lead Inspection of the subject property showed that **LEAD-BASED PAINT** (as defined in Title X of the 1992 Housing and Community Development Act -equal to or greater than **1.0 mg/cm<sup>2</sup>**) **WAS NOT FOUND** in the sample locations tested.

**Conclusion**

We can conclude that **LEAD-BASED PAINT** (as defined in Title X of the 1992 Housing and Community Development Act) was not detected. **NO FURTHER ACTION** required.

LEAD - BASED PAINT INSPECTION REPORT

Sheryl Martin  
1213 NW 9<sup>th</sup> St.  
Ocala, FL 34475

*The results of this inspection indicate that **no lead in amounts greater than or equal to 1.0 mg/cm<sup>2</sup>** in paint was found on any building components using the inspection protocol in Chapter 7 of the HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing (1997 Revision). Therefore, this dwelling **qualifies for the exemption** in 24 CFR part 35 and 40 CFR part 745 for target housing being leased that is free of lead-based paint, as defined in the rule. **However, some painted surfaces may contain levels of lead below 1.0 mg/cm<sup>2</sup>, which could create lead dust or lead-contaminated soil hazards if the paint is turned into dust by abrasion, scraping, or sanding.** This report should be kept by the owner and all future owners for the life of the dwelling.*

## **Recommendations**

1. Notify the owner of the results of this inspection.

**“A copy of this summary must be provided to new lessees (tenants) and purchasers of this property under Federal law (24 CFR part 35 and 40 CFR part 745) before they become obligated under a lease or sales contract. The complete report must also be provided to new purchasers, and it must be made available to new tenants. Landlords (lessors) and sellers are also required to distribute an educational pamphlet approved by the U.S. Environmental Protection Agency and include standard warning language in their leases or sales contracts to ensure that parents have information they need to protect their children from lead-based paint hazards”<sup>1</sup>**

<sup>1</sup> U.S. Department of Housing and Urban Development – “Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing”- Chapter 7

## LEAD - BASED PAINT INSPECTION REPORT

Sheryl Martin  
1213 NW 9<sup>th</sup> St.  
Ocala, FL 34475

## 2. REPORT

### Purpose

The purpose of this Inspection is to identify and determine the presence or absence of lead-based paint as defined by The U.S. Department Of Housing And Urban Development publication "The Guidelines For The Evaluation And Control Of Lead - Based Paint Hazards in Housing" June 1995. "The Guidelines" were developed pursuant to Section 1017 of Title X, the Residential Lead Based Paint Hazard Reduction Act of 1992, requiring the EPA to develop health- based standards for paint, dust, and soil.

### Definition of "Lead - Based Paint Hazard"

Title X redefines the concept of "lead-based paint." Under prior Federal legislation, a lead-based paint was any paint with **1.0 mg/cm<sup>2</sup>** or more of lead, regardless of paint condition or location. Title X states that a lead-based paint hazard is "any condition that causes *exposure* to lead . . . that would result in adverse human health effects" from:

- Lead-contaminated dust
- Bare, lead-contaminated soil
- Lead-contaminated paint that is deteriorated or present on accessible surfaces, friction surfaces, or impact surfaces.

Title X acknowledges that some lead-based paint hazards are of more immediate concern than others. In these *Guidelines* the hazards considered to be of greatest immediate concern are those to which children are most exposed: lead-contaminated dust; deteriorated lead-based paint; and lead-contaminated soil if it is bare, accessible to young children, and/or likely to be blown or tracked into the dwelling. Also of concern is friction, chewable, and impact surfaces with intact lead-based paint. Friction surfaces are subject to abrasion and may generate lead-contaminated dust in the dwelling; chewable surfaces are protruding surfaces that are easily chewed on by young children; and impact surfaces may become deteriorated through forceful contact. Intact lead-based paint on flat surfaces not subject to abrasion, impact, or other disturbances, although of less concern, is still a potential hazard because the paint could deteriorate over time as a result of age, disturbance (through renovation and repair) or major casualty (such as fire, storms, and water leaks).

Lead - based paint is any paint, varnish, stain, or other applied coating that has 1 mg/cm<sup>2</sup> (or 5,000 parts per million) or more of lead. For the purposes of these *Guidelines* the terms "leaded paint" and "lead-containing paint" are synonymous with "lead-based paint".

A lead - based paint hazard may be interpreted by environmental sampling for lead dust. If lead dust samples collected by wipe sampling exceed the levels established by HUD, a lead - based paint hazard exists.

### Lead Testing Methods

#### ***Lead-Based Paint, X-Ray Fluorescence (XRF)***

XRF testing is performed to detect the presence of lead on painted surfaces. XRF testing is usually the preferred method of testing because it is non-destructive, quantitative and can be performed on the spot with acceptable accuracy. The results of the XRF testing is one of the major sources of gathering evidence for drawing conclusions and making recommendations in the final report. **PbO3** Inspectors follow the manufacturer's suggested use and the Performance Characteristic Sheet of the XRF instrument being used. **PbO3** currently uses the NITON XL Spectrum Analyzer with automatic substrate correction, software downloading capabilities, 3/8-inch penetration capabilities, and many more sophisticated advantages.

In performing XRF testing all **PbO3** Inspectors follow the Department of Housing and Urban Developments federal guidelines for testing lead by using an XRF instrument. All state and city regulations are followed when applicable and, in

**LEAD - BASED PAINT INSPECTION REPORT**

Sheryl Martin  
 1213 NW 9<sup>th</sup> St.  
 Ocala, FL 34475

all cases, the most stringent regulation is followed. **Pb03** Inspectors test one of each and every different type of accessible testing combination in each room being inspected or as described in our client services agreement. Testing procedures for XRF testing are usually performed from left to right by room and within each room left to right by component. The testing format is followed unless otherwise noted. Each XRF reading is assigned an exclusive reference number and a measurement that is stored in the instrument. Each reference number location is logged on the data sheets for future reference, testing location and report generation.

Current action levels for lead-based paint testing using XRF vary from state to state. The federal level is currently 1.0 mg/cm2.

See Appendix A for LEAD PAINT INSPECTION REPORT DATA SHEETS for measurement, location, substrate, and surfaces tested.

**Dust Wipes**

Dust wipes are taken after the initial inspection (if applicable), to determine current levels of lead dust (Risk Assessment), during interim controls (regularly scheduled sampling), or after an abatement activity to determine the post abatement levels. Dust wipes are typically taken from three different places: Floor, Window Troughs and Windowsills. The lead dust levels will determine if a Lead Hazard exists and will help in the decision-making process as to what forms of interim controls are needed.

Lead, like iron, oxidizes, though when iron oxidizes it forms rust, and when lead oxidizes it will form lead carbonate. Some people call the lead carbonate “chalking” of the lead. Inhaling or ingesting lead carbonate can be as dangerous as eating a lead paint chip. Most people are unaware that a small child does not have to eat paint chips to acquire an elevated blood lead level (EBL). The hand-to-mouth activity of a crawling child in an area with lead dust can induce Lead Poisoning. Lead dust problems can also place the occupants and participants at risk during *renovation* and/or *construction* activities.

**Pb03** believes that high lead dust levels pose a greater health threat than the mere presence of intact lead-based paint. Consequently, we strongly suggest regularly scheduled monitoring by lead dust wipes, until full abatement is completed.

**Revised Dust-Lead Hazard Standards (DLHS) as of January 06, 2020;**

<i>Current Action Levels for lead in dust:</i>	<i>Interior Floor</i> $\geq 10$ ug/ft <sup>2</sup>	<i>Porch Floor</i> $\geq 40$ ug/ft <sup>2</sup>
	<i>Windowsill</i> $\geq 100$ ug/ft <sup>2</sup>	<i>Troughs</i> $\geq 100$ ug/ft <sup>2</sup>

*Current Action Level Soil for children play areas* **Greater than 400 PPM**

**Soil**

Soil samples are usually taken after the initial inspection (if applicable), to determine the current level of lead in the soil and after any exterior abatement (including pressure washing) or renovation activities have taken place. **Pb03** Inspectors take the soil samples from the side of a property and other areas of concern that are most likely to have a possible elevated lead level. A typical soil sample is collected by taking multiple spoonful's of soil from one side of a piece of property typically along a straight line and a half-inch deep. By performing our sampling in this fashion, we are acquiring a representative sample from a specific side of the property.

EPA recommends the following action levels for lead in soil.

	<u>Action Level</u>	
<i>Children play areas</i>	<i>Greater than 400 PPM</i>	<i>Interim controls.</i>
<i>Non-children play areas</i>	<i>Greater than 2000 PPM</i>	<i>Interim controls.</i>
<i>All areas of exposed soil</i>	<i>Greater than 5000 PPM</i>	<i>Permanent Barrier or Abatement.</i>

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Ocala, FL 34475

## Paint Chips

Paint chips are used for confirmation of lead-based paint as part of an inspection (if applicable), **or** as a solution to inconclusive measurement recorded by the use of XRF testing. Paint chips are typically not taken unless absolutely necessary. Every time a paint chip is taken the painted surface must be disturbed, and this leaves the potential for additional lead contamination. When Paint chips are taken, they are usually from non-conspicuous areas and tape is placed over the removed paint location. The paint chips are then sent to the laboratory for analysis.

Current action levels for lead in paint:

*0.5% by weight or 5,000 PPM (parts per million) Weighted concentration  
1.0 mg/cm<sup>2</sup> Loading concentration (by XRF)*

See summary results for chips, wipes, soil & water (if applicable).

## Water

Water samples are collected to determine if lead is present in the water system. Two water samples are usually collected, a first draw and a two-minute draw. The first draw is the first draw of the day; it allows for the longest duration of time to allow any sediment in the water lines to collect and typically, if lead is present in the system, gives the highest results. The second sample is drawn after the cold-water tap has been turned on for two minutes. The second draw allows the tap time to flush itself from any particles that might have accumulated while the line was dormant. By taking two samples **PbO<sub>3</sub>** Inspectors are better able to assess if there is possible water contamination due to lead and where it might be coming from. If the first draw is high and the second draw is low, it probably means that the lead is coming from the property's plumbing. If both samples produce high levels, the problem is probably coming from the municipal water lines or both.

Current action levels for lead in water:

*15 to 20 ppb (parts per billion)*

See summary results for chips, wipes, soil & water (if applicable).

## Methodology Used

This Inspection has been conducted utilizing an established protocol. The protocol contains four components.

1. Perform a visual assessment of the subject property and paint condition.
2. Calibrate Niton XL XRF # 92540
3. Test building components.  
All room equivalents (e.g., room, house exterior, foyer, etc.) are tested. All testing combinations within each room equivalent are tested. All painted surfaces (surfaces coated with paint, shellac, varnish, stain, paint covered with wallpaper, or any other coating) are tested.

At least one XRF reading on each testing combination in each room equivalent are tested. For walls, at least one reading on each wall in a room equivalent is tested.

Certain building components that are adjacent to each other and not likely to have different painting histories can be grouped together into a single testing combination, as follows:

Window casings, stops, jambs and aprons are a single testing combination.

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Interior window mullions and window sashes are a single testing combination – we do not group interior mullion and sashes with exterior mullions and sashes.

Exterior window mullions and window sashes are a single testing combination.

Door jambs, stops, transforms, casings, and other door frame parts are a single testing combination.

Door stiles, rails, panels, mullions, and other door parts are a single testing combination.

Baseboards and associated trim, (such as quarter-round or other caps) are a single testing combination (do not group chair rails, crown molding or walls with baseboards).

Painted electrical sockets, switches or plates can be grouped with walls.

Each of these building parts should be tested separately if there is some specific reason to believe that they have a different painting history. In most cases, separate testing will not be necessary.

Building Component Types – A building component type consists of doors, windows, walls, and so on that are repeated in more than one room equivalent in a unit and have a common substrate. If a unique building component is present in only one room, it is considered to be a testing combination. Each testing combination may be composed of more than one building component (such as two similar windows within a room equivalent). Component types can be located inside or outside the dwelling. For example, typical component types in a bedroom would be the ceiling, walls, a door and its casing, the window sash, window casings, and any other distinct surface such as baseboards, crown molding, and chair rails. If trends or patterns of lead-based paint classifications are found among building component types in different room equivalents, an inspection report may summarize results by building component type, as long as all measurements are included in the report. For example, the inspection may find that all doors and casings in a dwelling unit are positive.

4. A compilation of the findings of the Inspection into a report format, which is usable to the client.

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**APPROXIMATE COST ESTIMATES FOR REMEDIATION**

The price estimates below are based on numerous assumptions and variables that are ever changing. The cost estimates are only estimates and should not be considered final and absolute costs to remediate the property inspected of any lead hazards found. **PbO3** estimates are based on average industry prices for the median cost option for various components. Dependent on the course of action the particular property uses to remediate, the price estimates may vary greatly from actual cost proposals.

Approximate abatement costs (per component):

<b>Item Description</b>	<b>No. of Items</b>	<b>Cost per Item*</b>	<b>Total Cost</b>
Remove &replace Window/per window		\$ 400.00	\$ -
Exterior Door/per door		\$ 500.00	\$ -
Interior Door/per door		\$ 200.00	\$ -
Exterior Siding/per Sq Ft		\$ 5.00	\$ -
Interior enclosure/per Sq Ft		\$ 4.00	\$ -
Exterior stripping/per Sq Ft		\$ 9.00	\$ -
Interior Stripping/per Sq Ft		\$ 10.00	\$ -
Replacement of molding/per LF		\$ 6.00	\$ -
Exterior encapsulation/Sq Ft		\$ 4.50	\$ -
Interior encapsulation/Sq Ft		\$ 3.00	\$ -
HEPA vacuuming/Sq Ft		\$ 1.00	\$ -
TSP or Ledizolv washing/Sq Ft		\$ 1.00	\$ -
			\$ -
			\$ -
			\$ -
<b>Total Estimated Costs</b>			<b>\$ -</b>

\*Above pricing includes the cost of post abatement cleanups.

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Ocala, FL 34475

## **APPENDIX A**

### **LEAD SURVEY DATA PAGES**

When reviewing "Appendix A Lead Survey Data Pages" you will notice that the components tested are described using the letters A, B, C and D, under the "Surface" column, to designate the walls of the related room. When entering the room, the first wall that is in the same plain or closest to the street address of the property is considered to be "A-wall", "B-wall", "C-wall", and "D-wall" run clockwise.

Lead paint testing using XRF technology results are provided on the attached tables. Per this type of analytical methodology, XRF values tend to vary slightly for lead detected on the same surface, within the parameters of the instrumentation and the paint history of the testing combination. If a component is not shown on the data pages, the assumption should not be made that the particular component is lead safe. The only way to determine the presence of lead on a component is to have it tested.

Note: Negative values in Column mg/cm<sup>2</sup> (PbC) are likely due to XRF interference and are typically not of concern unless more than 20% of the readings are negative.

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Reading No	Time	COMPONENT	FEATURE	SUBSTRATE	SIDE	COLOR	CONDITION	ROOM	Results	PbC
712	12/10/2025 14:51	CALIBRATE							Positive	1
713	12/10/2025 14:51	CALIBRATE							Positive	1.6
714	12/10/2025 14:51	CALIBRATE							Negative	0
715	12/10/2025 14:55	WALL	WALL	DRYWALL	A	WHITE	INTACT	1	Negative	0.03
716	12/10/2025 14:55	WALL	WALL	WOOD	B	WHITE	INTACT	1	Negative	0.03
717	12/10/2025 14:55	WALL	WALL	BLOCK	C	PURPLE	INTACT	1	Negative	0.03
718	12/10/2025 14:55	WALL	WALL	BLOCK	D	PURPLE	INTACT	1	Negative	0.03
719	12/10/2025 14:56	CLOSET	WALL	WOOD	A	BEIGE	INTACT	1	Negative	0.03
720	12/10/2025 14:56	DOOR	CASING	WOOD	A	OFF WHITE	INTACT	1	Negative	0.03
721	12/10/2025 14:57	DOOR	CASING	WOOD	A	OFF WHITE	INTACT	1	Negative	0.04
722	12/10/2025 14:57	DOOR	CASING	WOOD	A	OFF WHITE	INTACT	1	Negative	0.03
723	12/10/2025 14:57	DOOR	CASING	WOOD	A	OFF WHITE	INTACT	1	Negative	0.03
724	12/10/2025 14:57	WINDOW	CASING	WOOD	C	OFF WHITE	INTACT	1	Negative	0.03
725	12/10/2025 14:58	WINDOW	CASING	WOOD	D	OFF WHITE	INTACT	1	Negative	0.16
726	12/10/2025 14:58	CEILING	WALL	WOOD	D	OFF WHITE	INTACT	1	Negative	0.08
727	12/10/2025 14:58	CEILING	UPPER TRIM	WOOD	D	OFF WHITE	INTACT	1	Negative	0.03
728	12/10/2025 14:59	CEILING	UPPER TRIM	WOOD	D	OFF WHITE	INTACT	1	Negative	0.03
729	12/10/2025 15:00	WALL	WALL	WOOD	A	MULTI	INTACT	2	Negative	0.03
730	12/10/2025 15:00	WALL	WALL	WOOD	B	MULTI	INTACT	2	Negative	0.03
731	12/10/2025 15:00	WALL	WALL	WOOD	C	MULTI	INTACT	2	Negative	0.03
732	12/10/2025 15:01	WALL	WALL	BLOCK	D	BLUE	INTACT	2	Negative	0.11
733	12/10/2025 15:01	DOOR	CASING	WOOD	B	OFF WHITE	INTACT	2	Negative	0.04
734	12/10/2025 15:01	DOOR	CASING	WOOD	B	OFF WHITE	INTACT	2	Negative	0.03
735	12/10/2025 15:01	DOOR	CASING	WOOD	B	OFF WHITE	INTACT	2	Negative	0.03
736	12/10/2025 15:01	DOOR	CASING	WOOD	B	OFF WHITE	INTACT	2	Negative	0.03
737	12/10/2025 15:02	WINDOW	CASING	WOOD	D	OFF WHITE	INTACT	2	Negative	0.03
738	12/10/2025 15:02	BASEBOARD	BASEBOARD	WOOD	D	PINK	INTACT	2	Negative	0.03
739	12/10/2025 15:02	WALL	UPPER TRIM	WOOD	D	PINK	INTACT	2	Negative	0.03
740	12/10/2025 15:03	WALL	UPPER TRIM	WOOD	D	BLUE	INTACT	2	Negative	0.03
741	12/10/2025 15:03	WALL	UPPER TRIM	WOOD	D	WHITE	INTACT	2	Negative	0.03
742	12/10/2025 15:03	CEILING	UPPER TRIM	WOOD	D	WHITE	INTACT	2	Negative	0.23
743	12/10/2025 15:03	CEILING	WALL	WOOD	D	WHITE	INTACT	2	Negative	0.03
744	12/10/2025 15:05	WALL	WALL	BLOCK	A	GRAY	INTACT	3	Negative	0.03
745	12/10/2025 15:05	WALL	WALL	WOOD	B	GRAY	INTACT	3	Negative	0.05
746	12/10/2025 15:06	WALL	WALL	DRYWALL	C	MULTI	INTACT	3	Negative	0.03
747	12/10/2025 15:06	WALL	WALL	BLOCK	D	GRAY	INTACT	3	Negative	0.03
748	12/10/2025 15:07	WINDOW	CASING	BLOCK	A	GRAY	INTACT	3	Negative	0.03
749	12/10/2025 15:07	DOOR	CASING	WOOD	C	OFF WHITE	INTACT	3	Negative	0.03
750	12/10/2025 15:07	DOOR	CASING	WOOD	C	OFF WHITE	INTACT	3	Negative	0.03
751	12/10/2025 15:07	DOOR	CASING	WOOD	C	OFF WHITE	INTACT	3	Negative	0.03
752	12/10/2025 15:07	DOOR	CASING	WOOD	C	OFF WHITE	INTACT	3	Negative	0.04
753	12/10/2025 15:08	CLOSET	WALL	WOOD	C	BEIGE	INTACT	3	Negative	0.03

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Reading No	Time	COMPONENT	FEATURE	SUBSTRATE	SIDE	COLOR	CONDITION	ROOM	Results	PbC
754	12/10/2025 15:08	WINDOW	CASING	BLOCK	D	GRAY	INTACT	3	Negative	0.03
755	12/10/2025 15:09	BASEBOARD	BASEBOARD	WOOD	D	OFF WHITE	INTACT	3	Negative	0.03
756	12/10/2025 15:09	WALL	UPPER TRIM	WOOD	D	OFF WHITE	INTACT	3	Negative	0.03
757	12/10/2025 15:09	CEILING	WALL	WOOD	D	OFF WHITE	INTACT	3	Negative	0.03
758	12/10/2025 15:10	WALL	WALL	BLOCK	A	GRAY	INTACT	4	Negative	0.03
759	12/10/2025 15:10	WALL	WALL	BLOCK	B	GRAY	INTACT	4	Negative	0.03
760	12/10/2025 15:10	WALL	WALL	WOOD	C	VARNISH	INTACT	4	Negative	0.05
761	12/10/2025 15:11	WALL	WALL	WOOD	D	VARNISH	INTACT	4	Negative	0.11
762	12/10/2025 15:11	DOOR	CASING	WOOD	A	GREEN	INTACT	4	Negative	0.05
763	12/10/2025 15:11	DOOR	CASING	WOOD	A	GREEN	INTACT	4	Negative	0.04
764	12/10/2025 15:11	DOOR	DOOR	METAL	A	GREEN	INTACT	4	Negative	0.03
765	12/10/2025 15:12	DOOR	DOOR	METAL	A	WHITE	INTACT	4	Negative	0.03
766	12/10/2025 15:12	WINDOW	CASING	WOOD	A	WHITE	INTACT	4	Negative	0.03
767	12/10/2025 15:12	WINDOW	CASING	BLOCK	A	WHITE	INTACT	4	Negative	0.03
768	12/10/2025 15:13	WINDOW	CASING	BLOCK	B	WHITE	INTACT	4	Negative	0.03
769	12/10/2025 15:13	WINDOW	CASING	WOOD	B	WHITE	INTACT	4	Negative	0.03
770	12/10/2025 15:13	WINDOW	CASING	WOOD	B	WHITE	INTACT	4	Negative	0.03
771	12/10/2025 15:14	DOOR	CASING	WOOD	C	VARNISH	INTACT	4	Negative	0.06
772	12/10/2025 15:14	DOOR	CASING	WOOD	C	VARNISH	INTACT	4	Negative	0.05
773	12/10/2025 15:14	DOOR	CASING	WOOD	C	VARNISH	INTACT	4	Negative	0.19
774	12/10/2025 15:14	DOOR	CASING	WOOD	C	VARNISH	INTACT	4	Negative	0.07
775	12/10/2025 15:14	BASEBOARD	BASEBOARD	WOOD	C	WHITE	INTACT	4	Negative	0.04
776	12/10/2025 15:14	WALL	UPPER TRIM	WOOD	C	WHITE	INTACT	4	Negative	0.3
777	12/10/2025 15:15	CEILING	WALL	WOOD	C	WHITE	INTACT	4	Negative	0.05
778	12/10/2025 15:15	WALL	WALL	WOOD	A	RED	INTACT	5	Negative	0.05
779	12/10/2025 15:16	WALL	WALL	BLOCK	B	GREEN	INTACT	5	Negative	0.3
780	12/10/2025 15:16	WALL	WALL	BLOCK	C	GREEN	INTACT	5	Negative	0.18
781	12/10/2025 15:16	WALL	WALL	WOOD	D	RED	INTACT	5	Negative	0.05
782	12/10/2025 15:17	WINDOW	CASING	WOOD	B	OFF WHITE	INTACT	5	Negative	0.4
783	12/10/2025 15:17	BASEBOARD	BASEBOARD	WOOD	B	OFF WHITE	INTACT	5	Negative	0.04
784	12/10/2025 15:17	WALL	UPPER TRIM	WOOD	B	GREEN	INTACT	5	Negative	0.48
785	12/10/2025 15:18	CEILING	WALL	WOOD	B	GREEN	INTACT	5	Negative	0.42
786	12/10/2025 15:18	WALL	WALL	BLOCK	A	OFF WHITE	INTACT	6	Negative	0.03
787	12/10/2025 15:19	WALL	WALL	WOOD	B	GREEN	INTACT	6	Negative	0.03
788	12/10/2025 15:19	WALL	WALL	WOOD	C	GREEN	INTACT	6	Negative	0.03
789	12/10/2025 15:19	WALL	WALL	WOOD	D	GREEN	INTACT	6	Negative	0.03
790	12/10/2025 15:20	DOOR	DOOR	WOOD	A	OFF WHITE	INTACT	6	Negative	0.21
791	12/10/2025 15:20	DOOR	DOOR	WOOD	A	BLACK	INTACT	6	Negative	0.07
792	12/10/2025 15:20	DOOR	CASING	WOOD	A	BLACK	INTACT	6	Negative	0.12
793	12/10/2025 15:20	DOOR	CASING	WOOD	A	BLACK	INTACT	6	Negative	0.11
794	12/10/2025 15:20	DOOR	CASING	WOOD	A	RED	INTACT	6	Negative	0.04
795	12/10/2025 15:20	DOOR	CASING	WOOD	A	RED	INTACT	6	Negative	0.1

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Reading No	Time	COMPONENT	FEATURE	SUBSTRATE	SIDE	COLOR	CONDITION	ROOM	Results	PbC
796	12/10/2025 15:21	DOOR	CASING	WOOD	C	OFF WHITE	INTACT	6	Negative	0.03
797	12/10/2025 15:21	DOOR	CASING	WOOD	C	OFF WHITE	INTACT	6	Negative	0.03
798	12/10/2025 15:22	DOOR	DOOR	METAL	C	OFF WHITE	INTACT	6	Negative	0.05
799	12/10/2025 15:22	WALL	UPPER TRIM	WOOD	C	GREEN	INTACT	6	Negative	0.03
800	12/10/2025 15:22	CEILING	WALL	WOOD	C	GREEN	INTACT	6	Negative	0.03
801	12/10/2025 15:23	WALL	WALL	DRYWALL	A	MULTI	INTACT	7	Negative	0.03
802	12/10/2025 15:23	WALL	WALL	WOOD	B	BROWN	INTACT	7	Negative	0.06
803	12/10/2025 15:24	WALL	WALL	DRYWALL	C	MULTI	INTACT	7	Negative	0.03
804	12/10/2025 15:24	WALL	WALL	DRYWALL	D	MULTI	INTACT	7	Negative	0.03
805	12/10/2025 15:24	BASEBOARD	BASEBOARD	WOOD	D	BROWN	INTACT	7	Negative	0.03
806	12/10/2025 15:24	WALL	UPPER TRIM	WOOD	D	OFF WHITE	INTACT	7	Negative	0.03
807	12/10/2025 15:25	CEILING	WALL	WOOD	D	OFF WHITE	INTACT	7	Negative	0.11
808	12/10/2025 15:27	COLUMN	WALL	METAL	EXT A	GREEN	INTACT	PORCH	Negative	0.03
809	12/10/2025 15:27	CEILING	BEAM	WOOD	EXT A	GREEN	INTACT	PORCH	Negative	0.17
810	12/10/2025 15:28	CEILING	WALL	WOOD	EXT A	GREEN	INTACT	PORCH	Negative	0.05
811	12/10/2025 15:28	CEILING	UPPER TRIM	WOOD	EXT A	GREEN	INTACT	PORCH	Negative	0.05
812	12/10/2025 15:29	WALL	WALL	STUCCO	EXT A	GREEN	INTACT	EXTERIOR	Negative	0.03
813	12/10/2025 15:29	WINDOW	CASING	STUCCO	EXT A	GREEN	INTACT	EXTERIOR	Negative	0.03
814	12/10/2025 15:29	WINDOW	SILL	BLOCK	EXT A	GREEN	INTACT	EXTERIOR	Negative	0.03
815	12/10/2025 15:30	DOOR	CASING	WOOD	EXT A	OFF WHITE	INTACT	EXTERIOR	Negative	0.03
816	12/10/2025 15:31	DOOR	CASING	WOOD	EXT A	OFF WHITE	INTACT	EXTERIOR	Negative	0.03
817	12/10/2025 15:31	DOOR	DOOR	METAL	EXT A	WHITE	INTACT	EXTERIOR	Negative	0.03
818	12/10/2025 15:31	DOOR	DOOR	METAL	EXT A	BEIGE	INTACT	EXTERIOR	Negative	0.03
819	12/10/2025 15:32	GABLE	WALL	WOOD	EXT A	GREEN	INTACT	EXTERIOR	Negative	0.09
820	12/10/2025 15:32	ROOF	SOFFIT	WOOD	EXT A	GREEN	INTACT	EXTERIOR	Negative	0.35
821	12/10/2025 15:32	ROOF	SOFFIT	WOOD	EXT A	GREEN	INTACT	EXTERIOR	Negative	0.11
822	12/10/2025 15:33	ROOF	FASCIA	WOOD	EXT A	GREEN	INTACT	EXTERIOR	Negative	0.1
823	12/10/2025 15:33	ROOF	RAFTER	WOOD	EXT A	GREEN	INTACT	EXTERIOR	Negative	0.6
824	12/10/2025 15:34	GABLE	WALL	WOOD	EXT A	GREEN	INTACT	EXTERIOR	Negative	0.51
825	12/10/2025 15:35	WALL	WALL	STUCCO	EXT B	GREEN	INTACT	EXTERIOR	Negative	0.03
826	12/10/2025 15:35	WINDOW	CASING	STUCCO	EXT B	GREEN	INTACT	EXTERIOR	Negative	0.03
827	12/10/2025 15:36	WINDOW	CASING	WOOD	EXT B	GREEN	INTACT	EXTERIOR	Negative	0.03
828	12/10/2025 15:36	WINDOW	SILL	BLOCK	EXT B	GREEN	INTACT	EXTERIOR	Negative	0.06
829	12/10/2025 15:36	WALL	UPPER TRIM	WOOD	EXT B	GREEN	INTACT	EXTERIOR	Negative	0.77
830	12/10/2025 15:37	ROOF	RAFTER	WOOD	EXT B	GREEN	INTACT	EXTERIOR	Negative	0.4
831	12/10/2025 15:37	ROOF	SOFFIT	WOOD	EXT B	GREEN	INTACT	EXTERIOR	Negative	0.3
832	12/10/2025 15:38	WALL	WALL	STUCCO	EXT C	GREEN	INTACT	EXTERIOR	Negative	0.03
833	12/10/2025 15:38	WINDOW	CASING	STUCCO	EXT C	GREEN	INTACT	EXTERIOR	Negative	0.03
834	12/10/2025 15:39	WINDOW	SILL	BLOCK	EXT C	GREEN	INTACT	EXTERIOR	Negative	0.03
835	12/10/2025 15:39	GABLE	WALL	WOOD	EXT C	GREEN	INTACT	EXTERIOR	Negative	0.21
836	12/10/2025 15:40	ROOF	SOFFIT	WOOD	EXT C	GREEN	INTACT	EXTERIOR	Negative	0.3
837	12/10/2025 15:40	ROOF	FASCIA	WOOD	EXT C	GREEN	INTACT	EXTERIOR	Negative	0.07

**Exhibit D - Lead Inspection Report    CONTRACT# CDS/260622**

**LEAD - BASED PAINT INSPECTION REPORT**

Sheryl Martin  
 1213 NW 9<sup>th</sup> St.  
 Ocala, FL 34475

Reading No	Time	COMPONENT	FEATURE	SUBSTRATE	SIDE	COLOR	CONDITION	ROOM	Results	PbC
838	12/10/2025 15:40	ROOF	SOFFIT	WOOD	EXT D	GREEN	INTACT	EXTERIOR	Negative	0.48
839	12/10/2025 15:41	ROOF	RAFTER	WOOD	EXT D	GREEN	INTACT	EXTERIOR	Negative	0.5
840	12/10/2025 15:41	WALL	UPPER TRIM	WOOD	EXT D	GREEN	INTACT	EXTERIOR	Negative	0.15
841	12/10/2025 15:42	WALL	WALL	STUCCO	EXT D	GREEN	INTACT	EXTERIOR	Negative	0.03
842	12/10/2025 15:42	WINDOW	CASING	STUCCO	EXT D	GREEN	INTACT	EXTERIOR	Negative	0.03
843	12/10/2025 15:42	WINDOW	SILL	BLOCK	EXT D	GREEN	INTACT	EXTERIOR	Negative	0.03
845	12/10/2025 15:43	CALIBRATE							Positive	1
846	12/10/2025 15:43	CALIBRATE							Positive	1.5
847	12/10/2025 15:43	CALIBRATE							Negative	0

LEAD - BASED PAINT INSPECTION REPORT

Sheryl Martin  
1213 NW 9<sup>th</sup> St.  
Ocala, FL 34475

## **APPENDIX B**

### **PHOTOS & DRAWINGS**

LEAD - BASED PAINT INSPECTION REPORT

Sheryl Martin  
1213 NW 9<sup>th</sup> St.  
Ocala, FL 34475



Side A



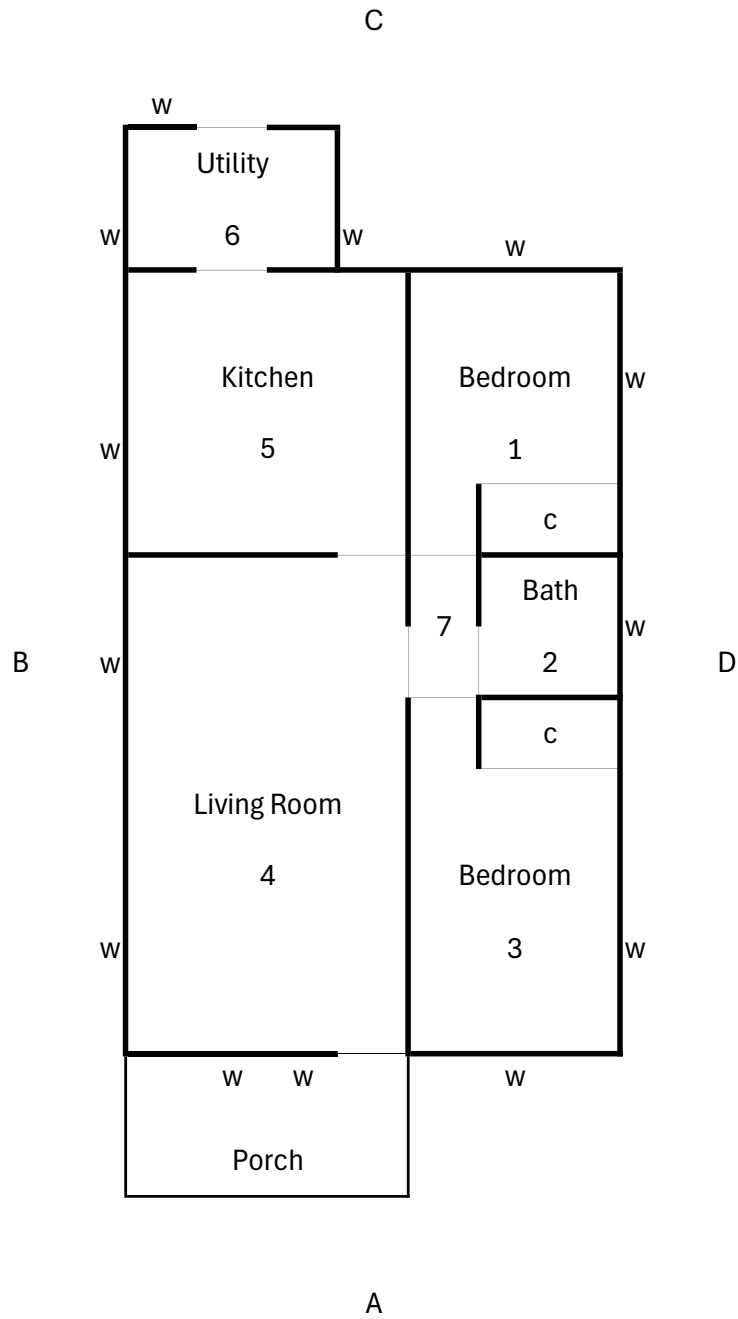
Side B



Side C



Side D



1213 NW 9th St.

Ocala, FL 34475

LEAD - BASED PAINT INSPECTION REPORT

Sheryl Martin  
1213 NW 9<sup>th</sup> St.  
Ocala, FL 34475

## **APPENDIX C**

### **LEAD PRECAUTIONARY PROCEDURES**

LEAD - BASED PAINT INSPECTION REPORT

Sheryl Martin  
1213 NW 9<sup>th</sup> St.  
Ocala, FL 34475

## CONTROLLING LEAD DUST LEVELS

Lead painted surfaces that are renovated or in disrepair can release hazardous lead dust. **PbO<sub>3</sub>** advises that abatement and cleanup measures specified in the HUD Guidelines be employed where lead surfaces are disturbed and prior to re-occupancy of affected areas. In such cases, clean-up procedures should be performed by a contractor who can commit to conformance with the HUD Guidelines and Clearance requirements. Lead dust sampling conducted after the abatement will verify the effectiveness of the clean-up measures.

The wipe samples are then analyzed by a laboratory which is approved and accredited by professional organizations to analyze environmental samples for the presence of lead.

## MAINTENANCE OF LEAD PAINTED SURFACES

This discussion relates to intact lead painted surfaces.

Government authorities now recognize that even intact lead painted surfaces pose a health risk and should be abated (covered or removed). Accordingly, it is recommended that any lead painted surfaces (particularly surfaces such as protruding windowsills and door stops which children are likely to come into contact with) should be properly abated.

In the absence of full removal or covering of lead paint with impermeable barriers (e.g., sheet rock, encapsulants), it is advisable that a primer and several layers of high-quality paint be applied over intact lead painted surfaces. The following program of inspecting and maintaining such intact painted surfaces can lower the risk of lead dust hazards from lead painted surfaces in a home or work environment.

1. **Avoid any activities that disturb lead-painted surfaces. Even chemical stripping of lead-based paint will generate lead dust.**
2. **Wet wipe surfaces with water containing a detergent called LEDIZOLV (non-TSP biodegradable, metal ionizing lead detergent), with a frequency sufficient to prevent accumulation of dust.**
3. **Frequently survey lead painted surfaces to ensure that they are intact. Problematic surfaces should be abated in conformance with HUD regulations and by a trained professional.**
4. **Avoid the use of regular vacuum cleaners on debris that may contain lead dust. Use of high efficiency particulate air (HEPA) vacuums is recommended, with a frequency sufficient to prevent accumulation of dust. Note: Changing HEPA filters requires that special safety and health precautions be followed.**
5. **Monitor activities of young children. Prevent them from coming into contact with lead painted surfaced as much as possible and regularly wash their hands (especially before they handle food).**
6. **Determine children's blood lead levels, at a frequency prescribed by a physician who specializes in lead poisoning. In cases where concern is raised about potential exposure to lead, **PbO<sub>3</sub>** recommends that concerned parties have blood levels analyzed by an OSHA-approved laboratory, and that the results be interpreted by a physician. We recommend routine blood lead testing of children under the age of six.**

**PbO<sub>3</sub>** has provided general information on reducing the risk of lead poisoning in both residential and commercial spaces. Detailed Information on avoiding and/or treating lead poisoning can be obtained without cost from: The National Center for Education in Maternal and Child Health, 38<sup>th</sup> and R Street, NW, Washington D.C. 20057, phone (703) 524-7802.

Please call the **PbO<sub>3</sub>** if you have any questions regarding this report, (352) 203-4081.

**Additional proposals and consulting services are available from **PbO<sub>3</sub>**.**

LEAD - BASED PAINT INSPECTION REPORT

Sheryl Martin

1213 NW 9<sup>th</sup> St.

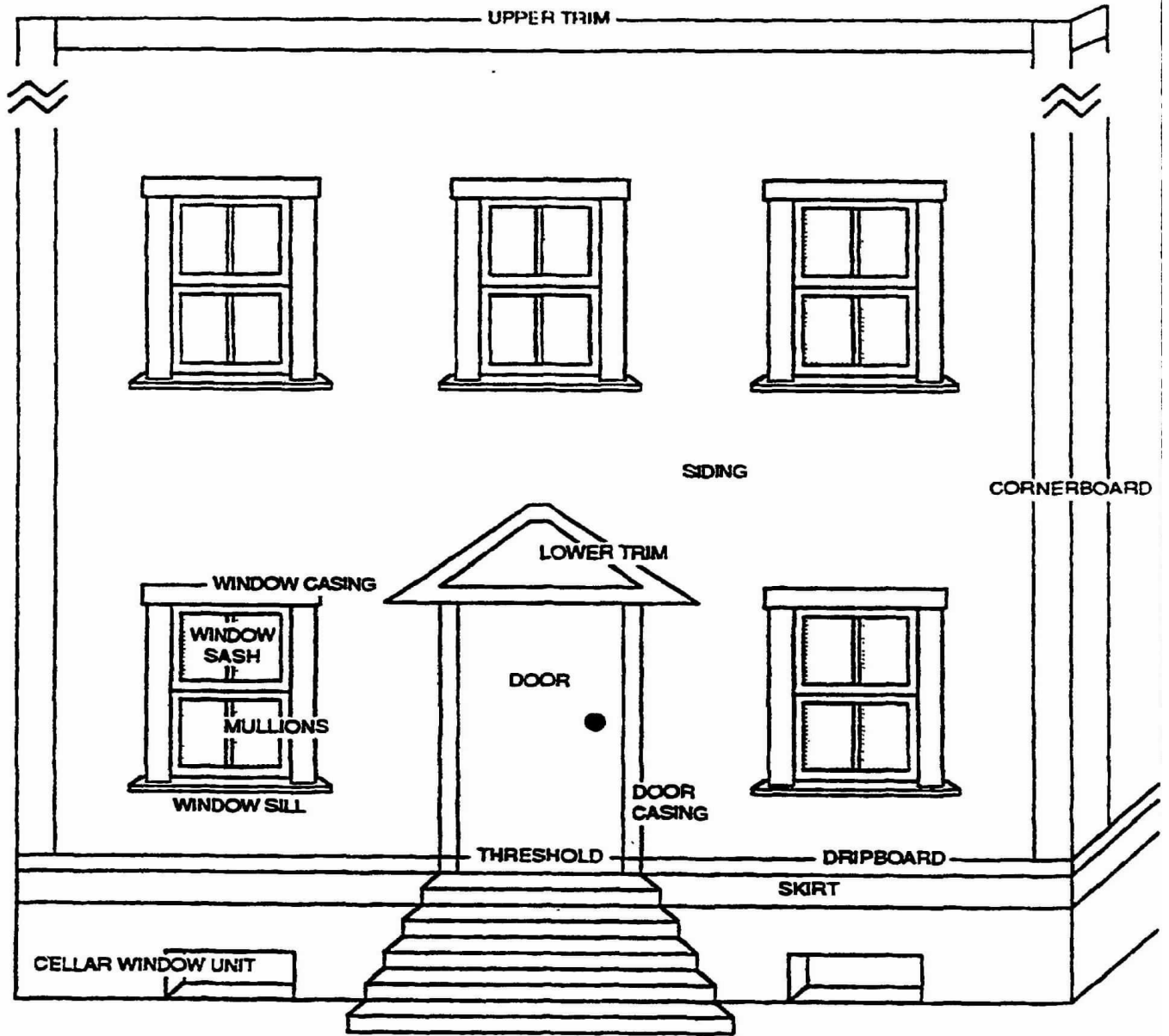
Ocala, FL 34475

## APPENDIX D

### COMMON TERMS FOR COMPONENTS AND TESTING LAYOUT

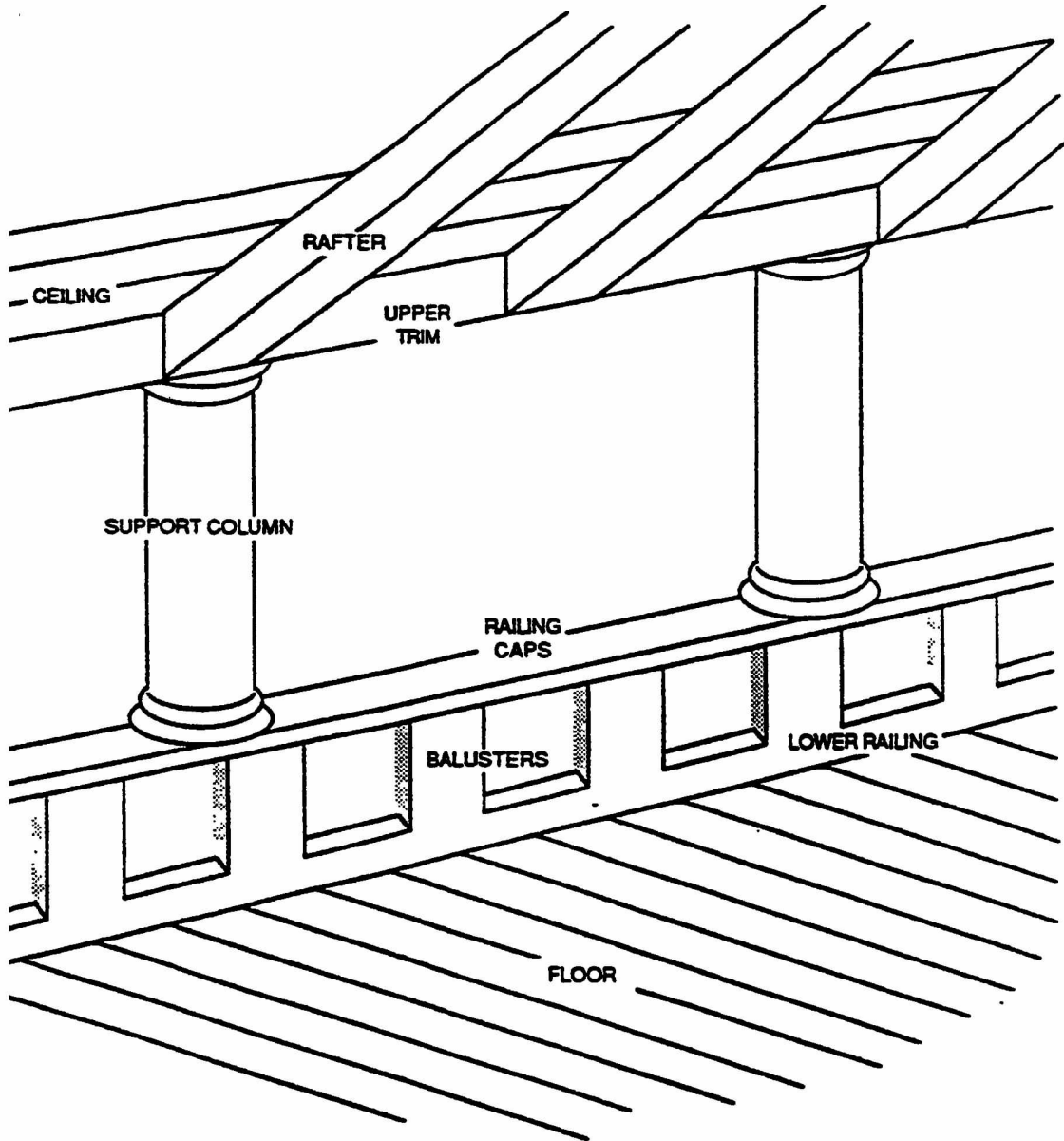
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Sheryl Martin  
1213 NW 9<sup>th</sup> St.  
Ocala, FL 34475



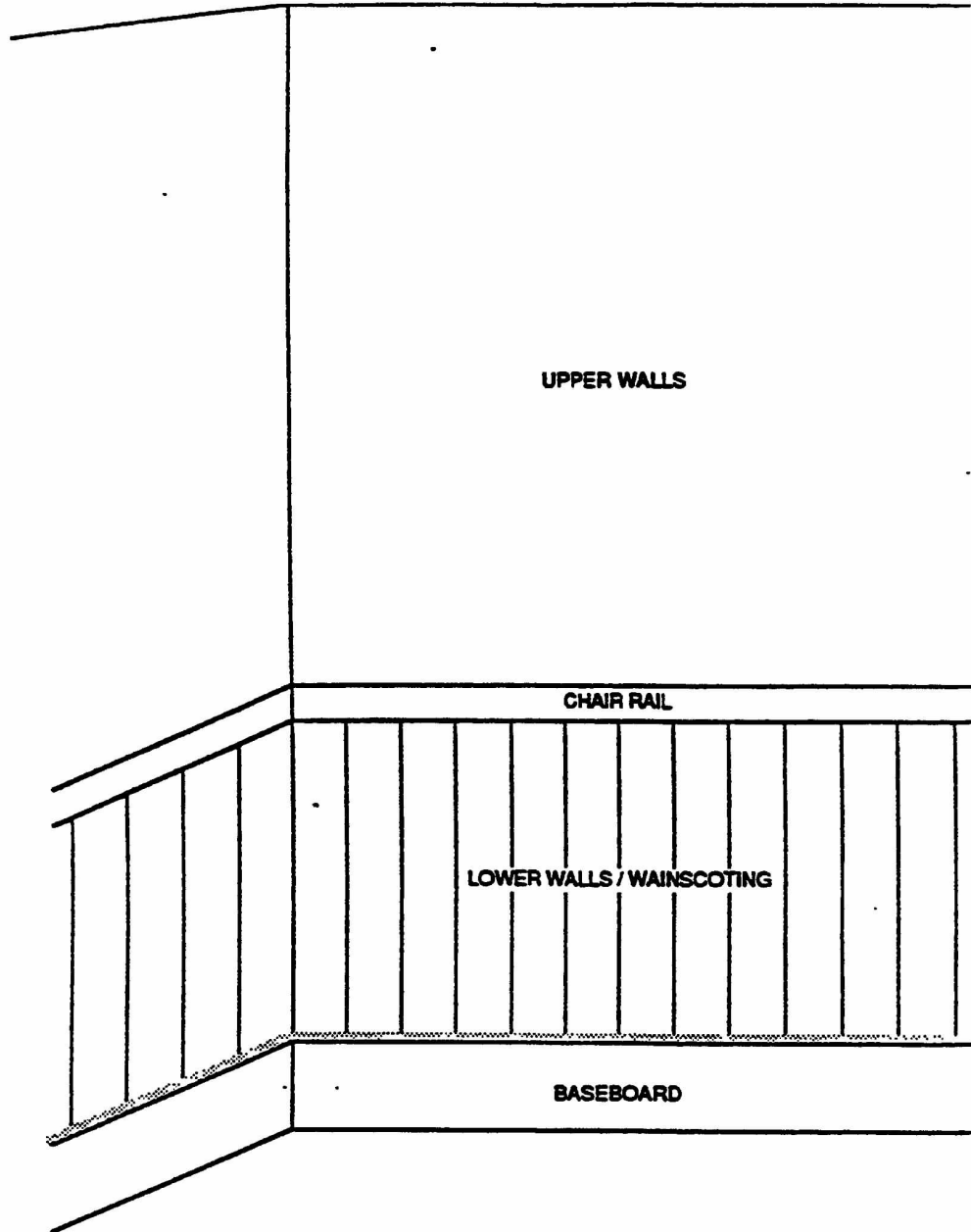
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1213 NW 9<sup>th</sup> St.  
Ocala, FL 34475



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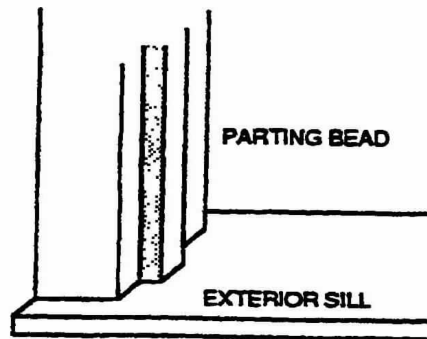
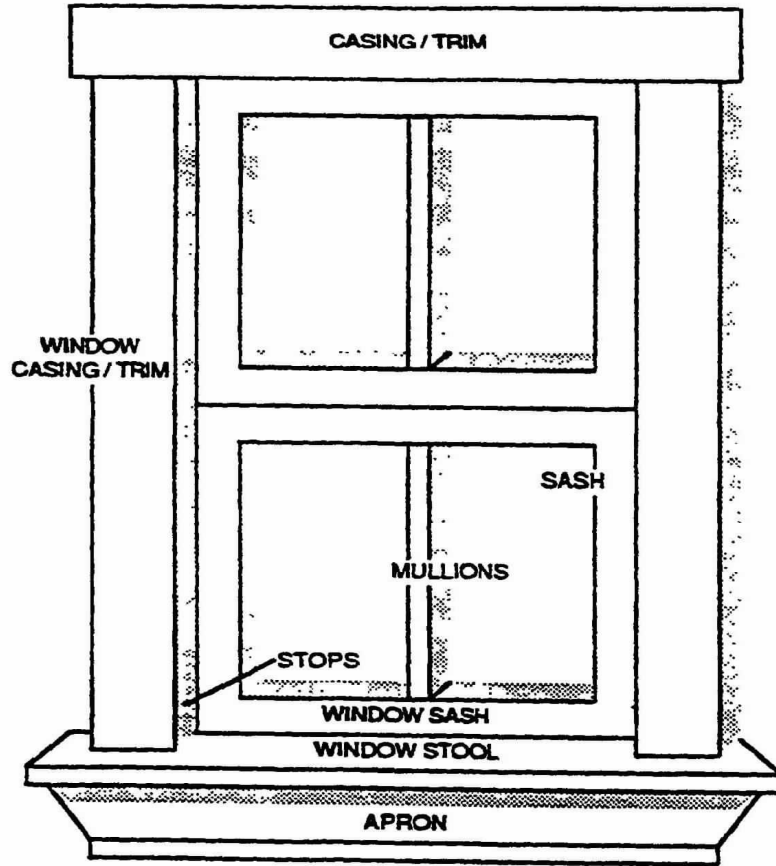
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1213 NW 9<sup>th</sup> St.  
Ocala, FL 34475



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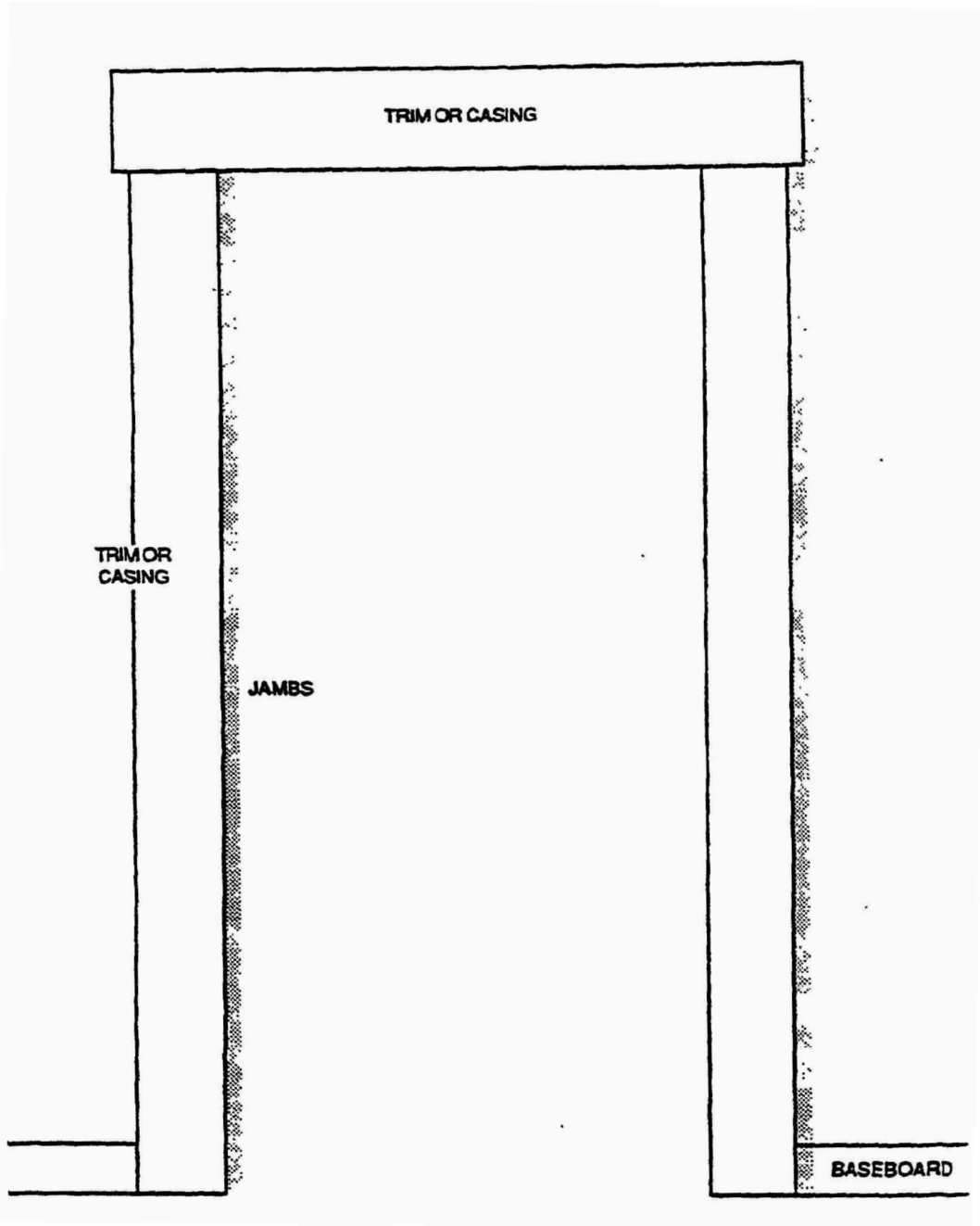
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1213 NW 9<sup>th</sup> St.  
Ocala, FL 34475

INSIDE VIEW



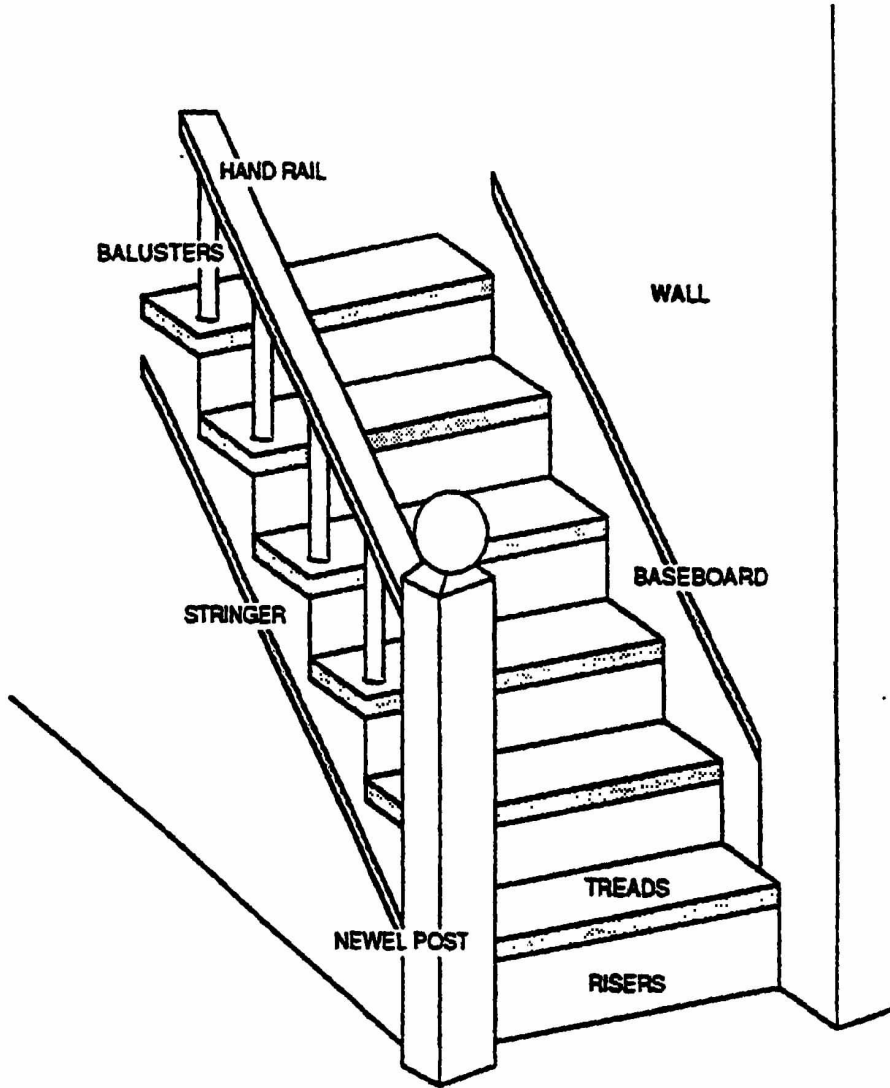
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Sheryl Martin  
1213 NW 9<sup>th</sup> St.  
Ocala, FL 34475



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1213 NW 9<sup>th</sup> St.  
Ocala, FL 34475



## LEAD - BASED PAINT INSPECTION REPORT

Sheryl Martin  
1213 NW 9<sup>th</sup> St.  
Ocala, FL 34475

## Glossary

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**Abatement:** A measure designed to permanently eliminate lead-based paint hazards according to standards established by the Environmental Protection Agency (EPA) Administrator, pursuant to Title IV of the Toxic Substances Control Act (TSCA). Abatement strategies include the removal of lead-based paint, its enclosure, its encapsulation with a product shown to meet established or recognized standards pursuant to Title IV of TSCA, replacement of building components coated by lead-based paint, removal of lead-contaminated dust, and removal of lead-contaminated soil or overlaying of a durable covering—not grass or sod, which are considered interim control measures—on top of the soil, as well as preparation, cleanup, disposal, post-abatement clearance testing, recordkeeping, and, if applicable, monitoring.

**Accessible surface:** Any interior or exterior surface such as sills and protruding surfaces that a young child can mouth or chew.

**Action Level:** the defining limit for a required regulatory response.

**Bare soil:** Soil not covered with grass, sod, or some other similar vegetation. Bare soil includes sand (for example, the sand in sandboxes).

**Base substrate:** The building material beneath the lead-based paint film. The material may be plaster, wood, brick, or metal.

**Biological monitoring:** The analysis of blood, urine, or both to determine the level of lead contamination in the body. Blood lead levels are expressed in micrograms of lead per one-tenth of a liter of blood (a deciliter), or  $\mu\text{g/dL}$ .

**Building component:** Any part of a building coated with paint.

**Certified:** The designation for contractors who have completed training and other requirements to allow them to safely undertake risk assessments, inspections, and abatement work. Risk assessors, lead-based paint inspectors, and abatement contractors should be certified by the appropriate State or Federal agency.

**Chalking:** The photo-oxidation of paint binders—usually due to weathering—which causes a powder to form on the film surface.

**Chewed surface:** Any painted surface that shows evidence of having been chewed or mouthed by a young child. A chewed surface is usually a protruding, horizontal part of a building, such as an interior windowsill.

**Cleaning:** The process of using a HEPA vacuum and wet cleaning agents to remove leaded dust; the process includes the removal of bulk debris from the work area. OSHA prohibits the use of compressed air to blow lead-contaminated dust off a surface.

**Clearance examination:** Visual examination and collection of environmental samples by an inspector technician or risk assessor and analysis by an accredited laboratory upon completion of an abatement project, interim control intervention, or maintenance job that disturbs lead-based paint (or paint suspected of being lead-based paint). The examination is done to assure that lead exposure levels do not exceed standards established by the EPA Administrator pursuant to Title IV of the Toxic Substances Control Act and that any cleaning following such work adequately meets those standards.

**Common area:** A room or area that is accessible to all residents in a community (for example, a hallway or a lobby); in general, any area not kept locked.

**Compliance plan:** A document that describes the tasks, workers, protective measures, and tools and other materials that may be used in lead-based paint hazard control to comply with the OSHA Lead in Construction Standard.

**Containment:** A process to protect workers and the environment by controlling exposures to lead-contaminated dust and debris created during abatement. See **Worksite preparation level**.

LEAD - BASED PAINT INSPECTION REPORT

Sheryl Martin  
1213 NW 9<sup>th</sup> St.  
Ocala, FL 34475

**Detection limit:** The minimum amount of a substance that can be reliably measured by a particular method.

**Deteriorated lead-based paint:** Interior or exterior lead-based paint that is peeling, chipping, blistering, flaking, worn, chalking, alligating, cracking, or otherwise becoming separated from the substrate, or lead-based paint on a damaged or deteriorated surface or fixture.

**Dust removal:** A form of interim control that involves initial cleaning intervention followed by periodic monitoring and recleaning, as needed. Depending on the degree of lead-based paint hazards, dust removal may be the primary activity or just one element of a broader effort that addresses lead-based paint hazards.

**Elevated Blood Lead level (EBL):** In children, any blood lead level greater than 10 µg/DL; in adults, any blood lead level greater than 25 µg/dL, as determined by the U.S. Centers for Disease Control and Prevention.

**Enclosure:** The use of rigid, durable construction materials that are mechanically fastened to the substrate in order to act as a barrier between the lead-based paint and the environment.

**Evaluation:** Risk assessment, paint inspection, or both.

**Exterior work area:** Any area such as a porch, stairway, or siding outside a building during lead-based paint hazard control work. This area includes a safety perimeter and access barriers.

**Friction surface:** Any interior or exterior surface, such as windows or stair treads, that is subject to abrasion or friction.

**Hazardous waste:** As defined in EPA Regulations (40 CFR 261.3), the term *hazardous waste* means solid waste or a combination of solid wastes that because of its quantity, concentration, physical, chemical, or infectious characteristics may cause or significantly contribute to increases in mortality or serious and irreversible or incapacitating but reversible illnesses or pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, or disposed. As defined in the regulations, solid waste is hazardous if it meets one of four conditions: (1) exhibits a characteristic of hazardous waste (40 CFR Sections 261.20 through 262.24); (2) has been listed as hazardous (40 CFR Section 261.31 through 261.33); (3) is a mixture containing a listed hazardous waste and a nonhazardous solid waste, unless the mixture is specifically excluded or no longer exhibits any of the characteristics of hazardous waste; and (4) is not excluded from regulation as hazardous waste. For the waste produced in lead-based paint abatement, hazardous waste is waste that contains more than 5 ppm of leachable lead as determined by the TCLP Test, or waste that is corrosive, ignitable, or reactive and is not otherwise excluded.

**High-Efficiency Particulate Air (HEPA) filter:** A filter capable of removing particles of 0.3 microns or larger from air at 99.97 percent or greater efficiency.

**High phosphate detergent:** See **Trisodium phosphate detergent**.

**Impact surface:** An interior or exterior surface such as those on doors and door jambs subject to damage by repeated impacts.

**Interim controls:** A set of measures designed to temporarily reduce human exposure or possible exposure to lead-based paint hazards. Such measures include specialized cleaning, repairs, maintenance, painting, temporary containment, and management and resident education programs. Monitoring levels of lead exposures by owners and reevaluation by professionals is an integral element of interim controls. Interim controls include dust removal, paint film stabilization, treatment of friction and impact surface, and installation of soil coverings, such as grass or sod, or land-use controls.

**Interior windowsill:** The portion of the horizontal window ledge that protrudes into the interior of the room, adjacent to the window sash when the window is closed; often called the window stool.

**Intermediate controls:** Coatings or rigid materials such as encapsulants and floor tiles that prevent lead-based paint from causing excessive lead exposures and that rely on adhesion to the existing paint film for their durability.

**Lead:** Lead includes metallic lead and inorganic and organic compounds of lead.

**LEAD - BASED PAINT INSPECTION REPORT**

Sheryl Martin  
1213 NW 9<sup>th</sup> St.  
Ocala, FL 34475

**Lead-based paint:** Any paint, varnish, shellac, or other coating that contains lead equal to or greater than 1.0 mg/cm<sup>2</sup> as measured by x-ray fluorescence detector or laboratory analysis, or 0.5 percent by weight (5,000 µg/g, 5,000 ppm, or 5,000 mg/kg) by laboratory analysis. (Local definitions may differ). Lead-based paint means paint of other surface coatings that contain lead equal to or greater than 1.0 mg/cm<sup>2</sup> or .05 percent by weight. Surface coatings include paint, shellac, varnish, or any other coating, including wallpaper that covers painted surfaces.

**Lead-based paint hazard:** A condition in which exposure to lead from lead-contaminated dust, lead-contaminated soil, or from lead-based paint that has deteriorated or coats accessible, friction, or impact surfaces would result in adverse human health effects, as established by the EPA Administrator under Title IV of the Toxic Substances Control Act.

**Lead-based paint hazard control:** Activities to control and eliminate lead-based paint hazards, including interim controls, intermediate controls, abatement, and complete removal.

**Lead carbonate:** A pigment used in some lead-based paint as a hiding agent; also known as white lead.

**Lead-contaminated dust:** Surface dust in residences that contains an area or mass concentration of lead in excess of the standard established by the EPA Administrator, pursuant to Title IV of the Toxic Substances Control Act. Until the EPA standards are set.

**Lead-contaminated soil:** Bare soil on residential property that contains lead in excess of the standard established by the EPA Administrator, pursuant to Title IV of the Toxic Substances Control Act. The interim HUD recommendation is 400 µg/g in high-contact play areas, and 2,000 ppm in other bare areas of the yard. Soil above 5,000 µg/g should be abated by removal or paving.

**Lead hazard screen:** A means of determining whether residences in good condition built between 1960 and 1978 should have a full risk assessment using dust sampling and visual survey.

**Lead loading:** The mass of lead in a given surface area on a substrate. Lead loading is typically measured in units of milligrams per square centimeter (mg/cm<sup>2</sup>). It is also called area concentration.

**Lead-poisoned child:** A child with a single blood lead level measurement of 20 µg/dL or 15 µg/dL or greater for two measurements taken at least one month apart.

**Maintenance:** Work to maintain adequate living conditions in a dwelling that may disturb lead-based paint or paint that is suspected to be lead-based paint.

**Method detection limit (MDL):** The minimum concentration of an analyte that, in a given matrix and by using a specific method, has a 99-percent probability of being identified, qualitatively or quantitatively measured, and reported to be greater than zero.

**mg:** Milligram; one-thousandth of a gram; a unit of weight.

**Monitoring:** Surveillance on a continuing basis by a property owner of lead-based paint hazard control measures implemented on a property. In contrast, reevaluation is the visual examination and environmental sampling conducted by a certified risk assessor or certified inspector of target housing units that have undergone abatement or interim control interventions (and clearance tests) to determine if lead-based paint hazards have reappeared. Monitoring *and* reevaluations are needed for interim controls, intermediate controls or encapsulation, and enclosure.

**Multifamily housing:** Housing that has more than one dwelling unit in one location.

**Offsite paint removal:** The process of removing a component of a building and stripping the paint from the component at a paint-stripping facility.

**Oxidation:** A chemical reaction that occurs upon exposure to oxygen. Some coatings cure by oxidation; oxygen enters the liquid coating and crosslinks (attaches) the resin molecules. This film-forming method is also called Air Cure or Air Dry. Oxidation also causes rust to form on metals and paint to chalk.

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Sheryl Martin  
1213 NW 9<sup>th</sup> St.  
Ocala, FL 34475

**Paint film stabilization:** The process of wet scraping, priming, and repainting deteriorated lead-based paint in a dwelling; the process includes cleanup and clearance.

**Paint removal:** A strategy of abatement that entails removing lead-based paint from surfaces. For lead-hazard control work this can mean using chemicals, heat guns that produce temperatures below 1100°F, and certain contained abrasive methods but not by open flame burning, open abrasive blasting, sandblasting, water blasting, or extensive dry scraping. (Methylene chloride paint removers are also not recommended.)

**Personal Protective Equipment (PPE):** Equipment for protecting the eyes, face, head, and/or extremities, including protective clothing, respiratory devices and protective shields when hazards capable of causing bodily injury or impairment are encountered.

**Precision:** The degree to which a set of observations or measurements of the same property, usually obtained under similar conditions, conform to themselves; a data quality indicator. Precision is usually expressed in either absolute or relative terms as standard deviation, variance, or range.

**Reevaluation:** In lead hazard control work, a visual assessment and collection of environmental samples by a certified risk assessor or certified inspector technician to determine if a lead-based paint hazard control measure that has been implemented is still effective and if the dwelling is still lead-safe.

**Renovation:** Work that involves construction and home or building improvement measures such as window replacement, weatherization, remodeling, and repainting.

**Replacement:** A strategy of abatement that entails the removal of building components that have surfaces coated with lead-based paint, such as windows, doors, and trim, and the installation of new components free of lead-based paint.

**Risk assessment:** An onsite investigation of a residential dwelling for lead-based paint hazards. Risk assessment includes investigating the age, history, management, and maintenance of the dwelling, and the number of children under age 6 and women of child-bearing age who are residents; conducting a visual assessment; performing limited environmental sampling, such as dust wipe samples, soil samples, and deteriorated paint samples; and reporting the results that identify acceptable abatement and interim control strategies based on specific conditions and the owner's capabilities for controlling identified lead-based paint hazards.

**Risk assessor:** A certified individual who has completed training from an accredited training program and who has been certified to (1) perform risk assessments; (2) identify acceptable abatement and interim control strategies for reducing identified lead-based paint hazards (3) perform clearance testing and reevaluations; and (4) document the successful completion of lead-based paint hazard control activities.

**Room equivalent:** A room equivalent is an identifiable part of a residence, such as a room, a house exterior, a foyer, staircase, hallway, or an exterior area (exterior areas contain items such as play areas painted swing sets, painted sandboxes, etc.). Closets or other similar areas adjoining rooms should not be considered as separate room equivalents unless they are obviously dissimilar from the adjoining room equivalent. Most closets are not separate room equivalents. Exteriors should be included in all inspections. An individual side of an exterior is not considered to be a separate room equivalent unless there is visual or other evidence that its paint history is different from that of the other sides. All sides of a building (typically two for row houses or four for freestanding houses) are generally treated as a single room equivalent if the paint history appears to be similar. For multifamily developments or apartment buildings, common areas and exterior sites are treated as separate types of units, not as room equivalents.

**Solid waste:** As defined in the Resource Conservation and Recovery Act, the term *solid waste* means garbage, refuse, sludge from a waste treatment plant, water supply treatment plant, or air pollution control facility, and other discarded materials, including solid, liquid, semisolid, or contained gaseous material resulting from industrial, commercial, mining, and agricultural operations and from community activities. The term does not include solid or dissolved material in domestic sewage or solid or dissolved materials in irrigation return flows or industrial discharges that are point sources subject to permits under the Clean Water Act, nor does the term include special nuclear or byproduct material as defined by the Atomic Energy Act of 1954.

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Sheryl Martin  
 1213 NW 9<sup>th</sup> St.  
 Ocala, FL 34475

**Substrate:** A surface on which paint, varnish, or other coating has been applied or may be applied. Examples of substrates include wood, plaster, metal, and drywall. The substrate is the material underneath the paint. Substrates should be classified into one of six types: brick, concrete, drywall, metal, plaster or wood. These substrates cover almost all building materials that are painted and are linked to those used in the *XRF Performance Characteristics Sheets*. For example, the concrete substrate type includes poured concrete, pre-cast concrete and concrete block.

If a painted substrate is encountered that is different from the substrate categories shown or the *XRF Performance Characteristic Sheet*, select the substrate type that is most similar in density and composition to the substrate being tested. For example, for painted glass substrates, an inspector should select the concrete substrate, because it has about the same density (2.5 g/cm<sup>3</sup>) and because the major element in both is silicon.

For components that have layers of different substrates, such as plaster over concrete, the substrate immediately adjacent to (underneath) the painted surface should be used. For example, plaster over concrete block is recorded as plaster.

**Testing combination:** A testing combination is a unique combination of room equivalents, building component type, and substrate. Visible color may not be an accurate predictor of painting history and is not included in the definition of a testing combination. The following are some common component types that could make up distinct testing combinations within room equivalents:

Air conditioners	Fireplaces	Balustrades	Lattice Work
Floors	Baseboards	Handrails	Walls
Bathroom Vanities	Newel Posts	Beams	Siding
Cabinets	Radiators	Ceilings	Crown Molding Window
Shelf Supports	Chair Rails	Shelves	Window Sashes and Trim
Columns	Stair Stringers	Countertops	Swing Sets and other Play Equipment
Stair Treads/Risers	Stools and Aprons	Doors and Trim	

**Toxicity Characteristic Leaching Procedure (TCLP):** A laboratory test method to determine if excessive levels of lead or other hazardous materials could leach into groundwater; usually used to determine by its toxicity characteristic if the waste is hazardous.

**Treatment:** In lead-based paint hazard control, a method designed to control lead-based paint hazards. Treatment includes interim controls, intermediate methods, abatement, and full removal. Hazardous waste treatment is a method, technique, or process, including neutralization, that is designed to change the physical, chemical, or biological character or composition of hazardous waste so as to neutralize it, render it nonhazardous or less hazardous, recover it, make it safer to transport, store, or dispose, or allow for easier recovery, storage, or volume reduction.

**Trisodium Phosphate (TSP) detergent:** Detergent that contains at least 5 percent trisodium phosphate.

**µg (or ug):** Micrograms. The prefix micro- means 1/1,000,000 (or one-millionth). A microgram is 1/1,000,000 of a gram and 1/1,000 of a milligram. A microgram is equal to about 35/1,000,000,000 (thirty-five billionths) of an ounce. An ounce is equal to 28,400,000 µg.

**White lead:** A white pigment; usually lead carbonate.

**Worker:** An individual who has completed training in an accredited program to perform lead-based abatement in target housing.

**Worksite:** A hallway, room or group of rooms, or exterior where a lead-based paint hazard control measure takes place.

**XRF analyzer:** An instrument that determines lead concentration in milligrams per square centimeter (mg/cm<sup>2</sup>) using the principle of x-ray fluorescence (XRF). Two types of XRF analyzers are used, direct readers and spectrum analyzers. In these *Guidelines*, the term XRF analyzer refers to portable instruments manufactured to analyze paint only and does not refer to laboratory-grade units or portable instruments designed to analyze soil.

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Sheryl Martin  
1213 NW 9<sup>th</sup> St.  
Ocala, FL 34475

## **APPENDIX E**

### **ABATEMENT OPTIONS**

**LEAD - BASED PAINT INSPECTION REPORT**

Sheryl Martin  
1213 NW 9<sup>th</sup> St.  
Ocala, FL 34475

There are different options available for abatement activities depending on what the source of lead is. As the report states, lead can enter the environment commonly from four different avenues: paint, water, soil and dust. Each option has its own cost benefits associated with it. Any one option can be used, or in most cases, a combination of the options can be implemented to reduce the possibility of lead contamination. **PbO<sub>3</sub>** strongly suggests that each option be thoroughly contemplated before beginning any activity.

**LEAD PAINT ABATEMENT OPTIONS:****1. Removal**

Removal is a permanent solution to the problem of potential exposure of lead. Removal requires taking the old lead-based painted component out and replacing it with a new non-lead painted component. Depending on the cost of the component you replace the lead-based painted component which will dictate the cost associated with this option.

**2. Stripping**

Chemical stripping is an option that should only be used if the customer is looking to preserve the original look and integrity of the lead-based painted component. Chemical stripping is labor intensive and is typically a messy process. There are currently multiple products on the market that are used for paint stripping and are environmentally safe (methylchloride-based products should not be used). Some products are acidic oriented, and some are base oriented, and consequently need to be neutralized before repainting. In addition, to dispose of lead-painted waste you must also dispose of chemical waste, and the product used will determine how the waste must be disposed of. Chemical stripping is usually a permanent solution, but if it is not done properly, lead dust and debris can leach into the component and still be detectable through lead analysis.

**3. Encapsulation**

Encapsulation is the process of using an encapsulant-type of product that is applied over the lead-painted component. There are currently many different types of encapsulants on the market, and they come in many different forms. Some encapsulants are like stucco, some are like a two-part epoxy, some are like a heavy latex paint, and some are like a cement or plaster. Different types of encapsulants have different life expectancies and some come in different colors. None of the encapsulants are guaranteed forever, although some do come with a life or 10-to-20-year guarantee! This option is not a permanent solution, and if the encapsulant ever becomes disturbed the lead-based paint is exposed. Encapsulation is typically the least expensive option, but at this time it is not universally accepted and is currently being studied at the federal level, as a viable and affordable option for lead abatement or in-place management.

**4. Enclosure**

Enclosure is the option of sealing off the lead-based painted component by sealing it in with another building material. Such materials would include, but are not limited to, sheet rock, some wallpapers, paneling, and joint compounds. Enclosure is not a permanent solution, and if the enclosure material is used for enclosure, this can be an affordable option. Depending on the enclosure option taken it is possible that no lead abatement procedures need to be followed, but of course, consult a professional before beginning.

**General statement:**

Before beginning any of the above-mentioned options, lead testing should be performed, and if the components tested are positive for the presence of lead, lead control and/or abatement procedures should be followed. Such activities would include, but are not limited to; proper training, respiratory protection, clothing protection, HEPA vacuuming, TSP cleaning, proper containment, and removal or covering of all furniture and fixtures. **After abatement activities are completed, post-abatement lead testing should be performed to ensure that the area is safe for re-occupancy.**

LEAD - BASED PAINT INSPECTION REPORT

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Ocala, FL 34475

**SOIL REMEDIATION OPTIONS:**

**1. Soil replacement**

Remove and dispose of lead-contaminated soil and replace it with clean soil. The extent of soil contamination will determine the extent of soil replacement and the depth of removal. This is a permanent solution, assuming the soil is not re-contaminated due to environmental factors.

**2. Encapsulation or enclosure**

Depending on the extent of the soil contamination, there are multiple soil encapsulation options, such as, but not limited to; placing grass sod over the lead-contaminated area, placing clean non-contaminated soil over lead-contaminated soil, cover the contaminated area with some form of ground covering plants so as not to allow for easy accessibility with soil. Encapsulation or enclosure is not a permanent solution, however it is an option and is typically not too expensive.

**3. Soil reconditioning**

New applications are available to have your current soil reconditioned and cleaned of any lead contamination. There are several different processes available, from on-site cleaning to off-site cleaning. Depending on the extent of contamination, the process can be fairly expensive.

**WATER REMEDIATION OPTIONS:**

**1. Water purifying systems**

There are currently many different water-purifying systems on the market that have been assessed for lead treatment. Consumer Reports performed tests of lead-removing water treatment devices. The systems vary in price and treatment capabilities.

**2. Removal of system**

If the extent of the problem is severe the only option might be complete removal of the water system and replacement with a new non-lead water system. This option is a permanent solution but can be very costly.

**3. Drinking water**

Drink only bottled water that has been tested for the presence of lead.

**DUST REMEDIATION OPTIONS:**

Perform a proper environmental cleaning of the site. Depending on the area that your property is located in, you can use either a Tri-Sodium Phosphate (TSP) solution or LEDIZOLV cleaning detergent. TSP is currently outlawed in many parts of the country. Perform a thorough cleaning of the area, constantly changing and cleaning materials so as not to cause cross-contamination. After cleaning with solution perform a thorough HEPA vacuuming, using a vacuum that has a High Efficiency Particulate Air (HEPA) filter. After cleaning the area, have an independent, of the contractor, testing company perform a lead dust wipe analysis to ensure that the area is clean of elevated levels of lead.

**General Statement:** Do not perform any lead dust cleaning with a normal home use vacuum. This can increase the possibility of lead poisoning. If lead sources still exist on the property after completing a lead dust cleaning, the process should be consistently performed on a routine basis and resealing the component should be considered. Elevated levels of lead dust can re-accumulate over a period of time, dependent upon the condition of the property and the surrounding environment.

If you have any further concerns or questions regarding this report or related to the environmental services we have performed, please feel free to call **PbO3** at (352) 203-4081.

**LEAD - BASED PAINT INSPECTION REPORT**

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**NOTES:**

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Dear Customer:

**PbO3 Environmental Monitoring Company** would like to thank you for allowing us the opportunity to be of service to you. We value our customers and therefore **PbO3** prides itself on making sure every customer is fully satisfied.

If there is ever another opportunity that we can be of service to you, we would appreciate the call. The services we provide for future reference are as follows.

- **Lead Testing and Consulting, Paint, Soil, Water and Dust.**
- **Asbestos Testing, Consulting and Monitoring.**
- **Indoor Air Quality Testing.**
- **Mold Assessments and Clearances.**
- **And various other environmental issues.**

If you should have any questions, comments, or concerns please contact us at (352) 203-4081. Once again, thank you for using **PbO3**.

Sincerely,

**PbO3 Environmental Monitoring, LLC**