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"), **SHANTA NORTON** ("Owner"), and **BUILDING VISIONS CONSTRUCTION, LLC**, a for-profit limited liability company duly organized and authorized to do business in the state of Florida (EIN: 92-0587507) ("Contractor").

R E C I T A L S:

WHEREAS, on June 18, 2024, City issued an Invitation to Bid ("ITB") for the provision of residential rehabilitation services for a home located at 117 NW 16th Terrace, Ocala Florida 34475, ITB No.: CDS/240723 (the "Solicitation"); and

WHEREAS, four (4) firms responded and, after consideration of price and other evaluation factors set forth in the Solicitation, Building Visions Construction, LLC, was selected as the intended awardee to perform rehabilitation work on a residential home located 117 NW 16th Terrace, Ocala Florida 34475, (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.

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-5)
Exhibit B:	Price Proposal (B-1)
Exhibit C:	Work Write-Up (C-1 through C-9)
Exhibit D:	Asbestos Survey Report (D-1 through D-23)
Exhibit E:	Lead-Based Paint Risk Assessment Report (E-1 through E-29)
Exhibit F:	Mold Assessment Report (F-1 through F-39)

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 C; then (3) Exhibit B; then (4) Exhibit D; then (5) Exhibit E.

3. **SCOPE OF SERVICES.** Contractor shall provide all materials, labor, supervision, tools, accessories, equipment, permits, fees, testing, inspections, certifications, and all other things necessary for Contractor to perform its obligations under this Agreement as set forth in the attached **Exhibit A - Scope of Work** and the Contract Documents. The Scope of Work under this Agreement may only be adjusted by written amendment executed by both parties.

4. **PROJECT SPECIFICATIONS.** This project will require the Contractor to have the following specifications and documents, which are incorporated by reference:

   A. **City of Ocala Rehabilitation Standards Manual** available at: https://www.ocalafl.org/home/showpublisheddocument/504/637545378827730000;

   B. **City of Ocala Metering Enclosure and Equipment Standards** available at: https://www.ocalafl.org/home/showpublisheddocument/328/637632311592430000;

   C. **Florida Building Code (Most Recent Edition)** available at: https://floridabuilding.org/c/default.aspx.

   D. **City of Ocala Standard Specifications for Construction (January 11, 2024)**, available at: www.ocalafl.gov/home/showpublisheddocument/24606

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

5. **COMPENSATION.** City shall pay Contractor, on behalf of Owner, a maximum limiting amount of **ONE HUNDRED TWENTY-FIVE THOUSAND, TWO HUNDRED AND NO/100 DOLLARS ($125,200)** (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** Telephone: **352-629-8333** Address: **201 SE 3rd Street, 2nd 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. The required start time after the City-issued Notice to Proceed (NTP) shall be a maximum of **TEN (10)** calendar days for work to begin. Work will be completed and ready for final payment within **NINETY (90)** days from the date of issuance of a Notice to Proceed for the project by City.

B. **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.

C. **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.

D. 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.

E. As to any delay, inefficiency, or interference in this performance of this Agreement caused by any act or failure to act by City, the Contractor's sole remedy shall be the entitlement of an extension of time to complete the performance of the affected work in accordance with the Contract Documents. Contractor agrees to make no claim for extra or additional costs attributable to said delays, inefficiencies, or interference, except as provided in this Agreement.

F. None of the provisions of this section shall exclude City's right of recovery for damages caused by delays or inefficiencies caused by any act or failure to act by Contractor, to include costs incurred by City for the procurement of additional professional services.

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 Project Manager.

   A. The 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 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 Project Manager's review of Contractor's work nor recommendations made by Project Manager pursuant to this Agreement will impose on 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 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 Substantial Completion and/or Final Completion and readiness for final payment by the dates specified for each under the terms of this Agreement. Accordingly, the parties agree that should Contractor fail to achieve Substantial Completion by the date specified, then Contractor shall pay City, as liquidated damages and not as a penalty, the sum of **ONE HUNDRED AND NO/100 DOLLARS ($100)** per day for each calendar day of unexcused delay in achieving Final Completion beyond the date specified for Final Completion.

A. **No Waiver of Rights or Liabilities**. Permitting Contractor to continue and finish the work, or any part thereof, beyond the dates specified for Substantial Completion and/or Final Completion and readiness for final payment shall not operate as a waiver on the part of the City of any of its rights under this Agreement. Any liquidated damages assessed pursuant to this section shall not relieve Contractor from liability for any damages or costs of other contractors caused by a failure of Contractor to complete the work as agreed.

B. **Right to Withhold or Deduct Damages**. When liquidated damages are due and owing, City shall have the right to: (1) deduct the liquidated damages from any money in its hands or from any money otherwise due or to become due to Contractor; or to (2) initiate any applicable dispute resolution procedure for the recovery of liquidated damages within the times specified under this Agreement.

C. **Non-Cumulative**. The parties agree and understand that the amounts set forth under this section for liquidated damages are not cumulative with one another. The amount set forth as liquidated damages for Contractor's failure to achieve Substantial Completion shall be assessed upon default and continue until Substantial Completion is attained. The amount set forth as liquidated damages for Contractor's failure to achieve Final Completion and readiness for payment shall be assessed after Substantial Completion is attained and apply until Final Completion is attained.

D. **Additional Costs.** In addition to the liquidated damages set forth under this section, Contractor agrees to pay all costs and expenses incurred by City due to Contractor's delay in performance to include inspection fees, superintendence costs, and travel expenses.

E. **Injunctive Relief.** The parties acknowledge that monetary damages may not be a sufficient remedy for Contractor's failure to achieve Substantial Completion or Final Completion in accordance with the terms of this Agreement, and that City shall be entitled, in addition to all other rights or remedies in law and equity, to seek injunctive relief.

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 sit is strictly prohibited. This is defined as either coming to the work site under the influence of alcohol/drugs or the use of alcohol/drugs on the work site. Contractor shall inform its subcontractors and employees of this policy. This policy shall be enforced at all times, including lunch, and before and after working hours on the site. Violation of this policy by Contractor, its employees, or its subcontractors shall be grounds for immediate termination of this Agreement by City and/or Owner.

K. Normal working hours shall be from 8:00 a.m. to 5:00 p.m., Monday through Friday. Saturday work must be approved, in writing, at least **FORTY-EIGHT (48)** hours in advance.

L. Contractor shall not display any signs, posters, or other advertising matter in or on any part of work or around the site thereof without the specific approval in writing by City.

M. Contractor shall promptly secure all necessary permits, inspections and approvals required and allow al inspections of all work by authorized personnel.

N. Contractor shall continue its performance under this Agreement during the pendency of any dispute or disagreement arising out of or relating to this Agreement, except as Contractor and City may otherwise agree in writing.

O. Contractor shall be responsible for the inspector's overtime.

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

A. City shall serve as agent for Owner and administer this Agreement for Owner as it is necessary to ensure the satisfactory performance of this Agreement.

B. City shall pay Contractor on behalf of Owner for the timely and satisfactory performance of the Work required under this Agreement.

C. City will require and enforce Contractor compliance with the terms, conditions, and procedures set forth in this Agreement.

D. City shall issue all communications to Contractor. City has the authority to request changes in the work in accordance with the terms of this Agreement and with the terms in **Exhibit A – Scope of Work.** City has the authority to stop work or to suspend any work for any reason.

19. **NO EXCLUSIVITY**. It is expressly understood and agreed by the parties that this is not an exclusive agreement. Nothing in this Agreement shall be construed as creating any exclusive arrangement with Contractor or as prohibit City from either acquiring similar, equal, or like goods and/or services or from executing additional contracts with other entities or sources.

20. **RIGHT OF ACCESS AND OTHER WORK PERFORMED BY THIRD PARTIES**. City may perform additional work related to the Project itself, or have additional work performed by utility service companies, or let other direct contracts therefore which shall contain General Conditions similar to these. Contractor shall afford the utility service companies and the other contractors who are parties to such direct contracts (or City if City is performing the additional work with City's employees) reasonable opportunity for the introduction and storage of materials and equipment and the execution of work and shall properly connect and coordinate his work with theirs.

    A. If any part of Contractor's work depends for proper execution or results upon the work of any such other contractor or utility service company (or City), Contractor shall inspect and promptly report to City in writing any latent or apparent defects or deficiencies in such work that render it unsuitable for such proper execution and results. Contractor's failure to so report shall constitute an acceptance of the other work as fit and proper for integration with Contractor's work except for latent or non-apparent defects and deficiencies in the other work.

    B. Contractor shall do all cutting, fitting, and patching of work that may be required to make the parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work, and will only cut or alter their work with the written consent of City.

21. **STORAGE OF MATERIALS/EQUIPMENT**. Contractor shall be fully responsible for receipt, inspection, acceptance, handling, and storage of equipment and materials (whether furnished by Contractor or City) to be utilized in the performance of or incorporated into the work.

22. **APPLICABLE FEDERAL PROVISIONS**.

    A. **Civil Rights Act of 1964**. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

    B. **Equal Employment Opportunity**. Contractor shall comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

C. **Copeland Anti-Kickback Act**. Contractor shall comply with the provisions with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

D. **Compliance in the Provision of Training, Employment, and Business Opportunities**. The work to be performed under this Agreement is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development (the "Department") and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701. The parties to this Agreement shall comply with the provisions of Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 134, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement. The parties certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

23. **COMMERCIAL AUTO LIABILITY INSURANCE.** Contractor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of commercial auto liability insurance with a minimum combined single limit of One Million Dollars ($1,000,000) per occurrence for bodily injury and property damage arising out of Contractor's operations and covering all owned, hired, scheduled, and non-owned automobiles utilized in said operations. If Contractor does not own vehicles, Contractor shall maintain coverage for hired and non-owned automobile liability, which may be satisfied by way of endorsement to Contractor's Commercial General Liability policy or separate Commercial Automobile Liability policy.

24. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Contractor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of commercial general liability insurance with limits not less than:

A. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate (or project aggregate, if a construction project) for bodily injury, property damage, and personal and advertising injury; and

B. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate (or project aggregate, if a construction project) for products and completed operations.

C. Policy must include coverage for contractual liability and independent contractors.

D. The City, a Florida municipal corporation, and its officials, employees, and volunteers are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liabilities arising out of activities performed by or on behalf of Contractor. This coverage shall contain no special limitation on the scope of protection to be afforded to the City, its officials, employees, and volunteers.

25. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Contractor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement adequate workers' compensation and employer's liability insurance covering all of its employees in at least such amounts as required by Chapter 440, Florida Statutes, and all other state and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if

applicable. Contractor shall similarly require any and all of its subcontractors to afford such coverage for all of its employees as required by applicable law. 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 0313 Waiver of our Right to Recover from Others or its equivalent. **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. **MISCELLANEOUS INSURANCE PROVISIONS.**

A. Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by Contractor shall not be interpreted as limiting Contractor's liability or obligations under this Agreement. City does not in any way represent that these types or amounts of insurance are sufficient or adequate enough to protect Contractor's interests or liabilities or to protect Contractor from claims that may arise out of or result from the negligent acts, errors, or omissions of Contractor, any of its agents or subcontractors, or for anyone whose negligent act(s) Contractor may be liable.

B. No insurance shall be provided by the City for Contractor under this Agreement and Contractor shall be fully and solely responsible for any costs or expenses incurred as a result of a coverage deductible, co-insurance penalty, or self-insured retention to include any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation.

C. Certificates of Insurance. No work shall be commenced by Contractor under this Agreement until the required Certificate of Insurance and endorsements have been provided nor shall Contractor allow any subcontractor to commence work until all similarly required certificates and endorsements of the subcontractor have also been provided. Work shall not continue after expiration (or cancellation) of the Certificate of Insurance and work shall not resume until a new Certificate of Insurance has been provided. **Contractor shall provide evidence of insurance in the form of a valid Certificate of Insurance (binders are unacceptable) prior to the start of work contemplated under this Agreement to: City of Ocala. Attention: Procurement & Contracting Department, Address: 110 SE Watula Avenue, Third Floor, Ocala Florida 34471, E-Mail: vendors@ocalafl.gov.** Contractor's Certificate of Insurance and required endorsements shall be issued by an agency authorized to do business in the State of Florida with an A.M. Best Rating of A or better. The Certificate of Insurance shall indicate whether coverage is being provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.

D. City as an Additional Insured. The City of Ocala shall be named as an Additional Insured and Certificate Holder on all liability policies identified in this Section with the exception of Workers' Compensation and Professional Liability policies.

E. Notice of Cancellation of Insurance. Contractor's Certificate of Insurance shall provide **THIRTY (30) DAY** notice of cancellation, **TEN (10) DAY** notice if cancellation is for non-payment of premium. In the vent that Contractor's insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed

to the certificate holder. Additional copies may be sent to the City of Ocala at 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 bid, the Contractor shall maintain at all times a good and sufficient fence, railing or barrier around all exposed portions of said work in such a manner as to warn vehicular and pedestrian traffic of hazardous conditions.

    B. Should Contractor fail to properly barricade his work or stored material sites in the manner outlined above, the City may have the necessary barricading done, and all cost incurred for said barricading shall be charged to the Contractor.

29. **WORK SITE AND CLEANUP.** 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 Project Manager. The City Project Manager's certification as to the amount of such liability shall be final and conclusive.

37. **PUBLIC RECORDS.** The Contractor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, the Contractor shall:

    A. Keep and maintain public records required by the public agency to perform the service.

    B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

    C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the public agency.

    D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA,

OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.gov; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

38. **AUDIT.** Contractor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.

39. **PUBLICITY.** Contractor shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.

40. **E-VERIFY.** Pursuant to section 448.095, Contractor shall register with and use the U.S. Department of Homeland Security's ("DHS") E-Verify System, accessible at https://e-verify.uscis.gov/emp, to verify the work authorization status of all newly hired employees. Contractor shall obtain affidavits from any and all subcontractors in accordance with paragraph 2(b) of section 448.095, Florida Statutes, and maintain copies of such affidavits for the duration of this Agreement. By entering into this Agreement, Contractor certifies and ensures that it utilizes and will continue to utilize the DHS E-Verify System for the duration of this Agreement and any subsequent renewals of same. Contractor understands that failure to comply with the requirements of this section shall result in the termination of this Agreement and Contractor may lose the ability to be awarded a public contract for a minimum of one (1) year after the date on which the Agreement was terminated. Contractor shall provide a copy of its DHS Memorandum of Understanding upon City's request. Please visit www.e-verify.gov for more information regarding the E-Verify System.

41. **CONFLICT OF INTEREST.** Contractor is required to have disclosed, with the submission of their bid, the name of any officer, director, or agent who may be employed by the City. Contractor shall further disclose the name of any City employee who owns, directly or indirectly, any interest in Contractor's business or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.

42. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power, or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power, or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.

43. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.

44. **INDEMNITY.** Contractor and Owner shall indemnify City and its elected officials, employees and volunteers against, and hold City and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the

term of this Agreement to the extent attributable to the actions of Contractor, Owner, their agents, and their employees.

45. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.

46. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Contractor:

Building Visions Construction
Attention: Suleimys Garcia
273 Autumn Ridge Road
Deltona, Florida 32725
PH: 786-379-9926
E-Mail: bvcllc2@gmail.com

If to City of Ocala as Agent for Owner:

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

Copy to:

William E. Sexton, Esq., City Attorney
City of Ocala, City Hall
110 SE Watula Avenue, Third Floor
Ocala, Florida 34471
Phone: 352-401-3972
E-Mail: cityattorney@ocalafl.gov

47. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.

48. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

49. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied, and enforced in accordance with the laws of the State of Florida.

50. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.

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

52. **MUTUALITY OF NEGOTIATION.** Contractor and City acknowledge that this Agreement is a result of negotiations between Contractor and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.

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

54. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.

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

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

57. **ELECTRONIC SIGNATURE(S).** Contractor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.

58. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements, or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

59. **LEGAL AUTHORITY**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

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

ATTEST:

_____

Angel B. Jacobs
City Clerk

CITY OF OCALA

_____

Barry Mansfield

Date: _____

Reviewed and Approved by Community Development Services Department:

_____

James Haynes, Director
Community Development Services

Approved as to form and legality:

_____

By: _____
(Printed Name)

Title: _____

BUILDING VISIONS CONSTRUCTION

_____
(Authorized Signatory)

By: _____
(Printed Name of Signatory)

Title: _____
(Title of Authorized Signatory)

Date: _____

Witnesses for Property/Homeowner Signature:

_____
(Signature of First Witness)

_____
(Printed Name of First Witness)

_____
(Signature of Second Witness)

_____
(Printed Name of Second Witness)

PROPERTY/HOMEOWNER

_____
(Signature of Property/Homeowner)

_____
(Printed Name of Homeowner)

Date: _____

BACKGROUND

1. Contractors shall perform rehabilitation work on a residential home located at **117 NW 16th Terrace Ocala, FL, 34475**.
2. Contractor will provide all labor, materials, and equipment necessary to perform the services in strict accordance with the rehabilitation specifications and guidelines set forth herein, 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
   - Electrical
   - Roofing
   - Mechanical
2. No work shall commence, nor will any permits be issued, until all associated contracts have been approved and signed by all applicable parties.
3. **Estimated Permit Cost/Allowance:** $200.00
4. **Permit Fee Schedule:** For information regarding permitting fees, please visit the following link: https://www.ocalafl.org/home/showpublisheddocument/490/637545367420930000
5. **Specifications:** All work shall comply with the rehabilitation specifications and guidelines outlined in the Florida Building Code: https://floridabuilding.org/c/default.aspx
6. **Work Summaries and Reports:**
   A. Exhibit A – Scope of Work
   B. Exhibit B – Price Proposal
   C. Exhibit C – Work Write Up
   D. Exhibit D - Asbestos Survey Report
   E. Exhibit E - Lead Inspection Report
   F. Exhibit F – Mold Inspection Report

ANTICIPATED TASKS

1. **Anticipated Tasks:** The Contractor will be required to perform the services in **Exhibit C - Work Write-Up** for the City of Ocala. This list is not an attempt to exclusively define those specific activities the Contractor will perform.

PROJECT SUMMARY

1. This work includes but is not limited to the following:
   - Roof
   - HVAC
   - Water Heater

- Attic Insulation
- Windows
- Interior Repairs
- Interior Painting
- Kitchen Cabinets
- Electrical
- Exterior Repairs
- Exterior Doors
- Flooring
- Plumbing

2. Work shall be coordinated with the City Rehabilitation Specialist, Chris Lewis, 352-629-8333 or 352-425-7686, clewis@ocalafl.org.

CONTRACTOR RESPONSIBILITIES

1. The Contractor shall complete all work performed under this contract by 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 sub-contractors purchase their required permits.
3. Each rehabilitation job shall have the required permits (i.e.: building permit, plumbing permit, electrical permit, and H.A.R.V. permit).
   A. 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, you 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 Rehabilitation Specialist 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 the work. The City will not pay for rental of additional equipment, purchases of equipment, etc.
5. Construction shall comply with all requirements and instructions of applicable manufacturers.
6. Work shall be completed immediately.

7. If the Contractor is advised to leave a property by the property owner or their representative, the Contractor shall leave at once without altercation. The Contractor shall then contact the City Project Manager within 24 hours and advise of the reason for not completing the assigned project.
8. Contractor is responsible for all wages, taxes, and worker's compensation of all employees.
9. Contractor 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.
10. **Licensing Requirements**: Contractors must submit proof that they possess a current, active Asbestos Supervisor license. The City of Ocala and NESHAP require an asbestos-trained person to be on site. Federal 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 requires this "trained person" to be on site when non-friable ACM is present or is discovered so that problems can be caught early and corrected without delay

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. The contractor will provide approved containers for collecting and disposing of waste materials, debris, and rubbish. Contractor shall legally dispose of debris. At least once weekly dispose of such waste materials, debris, and rubbish off-site.
3. Contractor to supply appropriately sized construction skip for demolition/construction debris.
4. **Cleanup:** Periodic cleanup to avoid hazards or interference with operations at the site, and to leave the site in a reasonably neat condition. The work site will be completely cleaned after each day of work.
5. **Final Cleaning:** Upon completion of work, clean the entire work area/project site as applicable.
   A. Leave the work and adjacent areas affected in a clean condition satisfactory to the City Project Manager.
   B. 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 their 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. The employees of the Contractor must wear suitable work clothes and personal protective equipment as defined by OSHA (hard hats, bucket harnesses, etc.) and meet Manual on Uniform Traffic Control Devices (MUTCD) and National Electrical Safety Code (NESC) requirements as indicated for all work conducted and be as clean and in as good appearance as the job conditions permit.
5. Contractor 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 sub-contractors 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 company logo and/or a badge with picture ID, company name and employee name to be worn at all times.

SUB-CONTRACTORS

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

SAFETY

1. 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. The Contractor shall secure their equipment, materials, clothing, and other property.
4. Before completion, storage and adequate protection of all material and equipment will be the Contractor’s responsibility.

5. The Contractor will exercise every necessary precaution for the safety of the property and the protection of any persons and/or property located adjacent to or making passage through the said property. All claims and repairs are to be made by the Contractor promptly (48 hours).

6. In no event shall the City be responsible for any damages to any of the Contractor's equipment, materials, property, or clothing lost, damaged, destroyed, or stolen.

Exhibit B - PRICE PROPOSAL

CONTRACT# CDS/240723

Bidder name	Bidder Location
Building Visions Construction, LLC	Enter Location Here

ITEM	DESCRIPTION	UOM	QTY	COST
1	Roof	LS	1	$ 27,500.00
2	HVAC	LS	1	$ 3,800.00
3	Water Heater	LS	1	$ 2,800.00
4	Attic Insulation	LS	1	$ 5,000.00
5	Windows	LS	1	$ 5,500.00
6	Interior Repairs	LS	1	$ 26,500.00
7	Interior Painting	LS	1	$ 8,500.00
8	Kitchen Cabinets	LS	1	$ 13,500.00
9	Electrical	LS	1	$ 6,500.00
10	Exterior Repairs	LS	1	$ 6,500.00
11	Exterior Doors	LS	1	$ 8,700.00
12	Flooring	LS	1	$ 5,700.00
13	Plumbing	LS	1	$ 4,500.00
14	Permit	LS	1	$ 200.00

Rehabilitation Specification: GRNT 22-0042

Applicant: **Shanta Norton**
Address: 117 NW 16th Terr
Parcel #: **2261-005-003**
Phone: 352-875-2245

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 90 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 contractors and sub-contractors to ensure all required inspections are requested and passed, up to and including the final inspections from the City of Ocala Building Department and the Community Development Services Department.
3. Due to this being an owner-occupied residence, the contractor MUST coordinate with the Owner and City of Ocala Building Department/Inspectors when requesting the necessary inspections for this project. (The owner may move out during construction.)
4. All references to equivalent imply the substituted goods/materials must meet or exceed the specifications of the brand requested.

Contractor shall follow best practices when working with asbestos and/or lead on Rehab projects

Item 1- Roof

1. This work Will Require a Re-Roof Permit.
2. Tear off all roof surfaces to deck sheathing and repair any/all damaged or rotted areas as required.
3. Remove and dispose of old skylights if installed.
4. Contractor will provide and install, if necessary, up to 800 sq. ft. of deck material (sheathing) and will provide a per foot cost of material and labor on any unforeseen sheathing damage over 800 sq. ft., determined as a change order.
5. Contractor will provide and install, if necessary, up to 300 lt. of fascia or rafter/truss and will provide a per foot cost of material and labor on any unforeseen sheathing damage over 300 lt. of fascia or rafter/truss., determined as a change order.
6. Check all truss to bond beam/top plate connections, and ensure that truss straps have a minimum of 3 nails. Use #10D nail or SDS screw. The nail should be bent over on the opposite side. Install Simpson H2.5 Galvanized Hurricane Tie to each truss top plate (where tie downs are missing or visually uninspectable) with manufacturer-suggested fasteners. This must be inspected by the Rehab Inspector 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, rafter tails, and fascia boards visible during re-roof. Provide and install materials needed to "scab" 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 Rehab Inspector to determine how to proceed.
10. Provide and install ALL new roof components, 2" Aluminum Drip-edge, concealed "shingle over" ridge vent (install the maximum amount of ridge vent), electrical mast collar, lead boots for plumbing vent pipes and risers for vents, colored to match the 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 to complement/match roof covering/house colors).
11. Provide and install completely new metal flashing 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. Ensure all new and existing ductwork is properly and securely connected to new roof vents.
13. Dry-in with a code approved, secondary water barrier over a sloped roof.
14. Provide and install, code-compliant, asphalt shingles, a minimum 130 MPH wind rating, and a minimum 30-year warranty. Flat roofs use a RUBEROID® torch system equal or better. Owner to choose color

following contract signing, and Rehab Specialist must approve. (Lighter, Energy Star colors suggested). If code is required, install code-compliant metal roofing.

15. Provide and install code-approved "Peel and Stick" self-adhering membrane as a secondary water barrier over 100% of any shallow roof area and ensure all required or needed flashing is completely/properly installed.
16. Remove and properly dispose of all debris and nails around the home, and ensure no nails are left, especially in driving/parking/walking areas.
17. Provide homeowner and Rehab Specialist 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 the Roof's final inspection.
18. NOTE: It is the contractor's responsibility to schedule and successfully pass all required inspections.
19. Install new soffit/fascia and porch ceilings (aluminum/vinyl soffit and aluminum fascia, vinyl porch ceilings). Provide owner color choices. Remove frieze blocks 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 color choices.
21. Make level 4 legs(corners) of the top of the chimney and install full coverage, 24-gauge galvanized steel hood (chimney cap). Secure according to manufacturer instructions.

Item 2 – HVAC

1. Service the HVAC system completely, which shall include but not be limited to refrigerant charge, visual signs of refrigerant leaks, electrical connections, voltage and amperage, electrical wiring, contactors and relays, thermostat operation, blower assembly cleaning, lubricating motors, and bearings if required, checking filters, temperature differences across the coils, condenser cleaning, condensate drain line cleaning and priming, electric heating elements, heat exchanger, pilot and thermocouple, limit controls, gas valves, sequencers, and relays, burners, and runners, adjust safety controls, install new filter MERV-5 (or better).
2. Install UV Light in the manufacturer-suggested location. Ensure the properly sized transformer. Train owner on use and operation.
3. Clean, line, and seal the return air box with duct board.
4. Drywall walls/ceiling in furnace closet as needed. Install a new bi-fold door on the closet.
5. Install fresh air and return air as required by code.
6. Install the return air filter grille.
7. Ensure that the condensate line empties a minimum of 12" away from the side walls of the home and is secured per code.
8. Replace all flex ducts and register boxes/supply registers. All joint connections must be sealed with mastic (fiber-reinforced, water-based, high-velocity duct sealant).
9. Check clean and sanitize existing metal ductwork. All joint connections must be sealed with mastic (fiber-reinforced, water-based, high-velocity duct sealant).

10. Provide and install a Secondary "wet" switch as a safety backup to the gravity condensate.
11. If the existing Plenum Base is damaged, rotted, or in any way deteriorated, provide and install ALL necessary materials to properly repair or rebuild the plenum with duct board or (if metal, then replace with metal).
12. Provide and install a new standard filter box (if needed) and install new filter(s), a minimum of MERV-5 Rating or better, in a readily accessible manner. Filter size should be common and readily available at any chain retail store such as Walmart.
13. Install new properly sized registers and returns as needed, throughout home and make all necessary repairs to home in all locations where a component is removed or replaced.
14. If required by code or for the permit, obtain and provide Energy Calculations and Manual D & J and AHRI Reports.
15. Copies of all documents, including Signed Energy Calculations, Manual D & J and AHRI Reports, Warranty Information, and ALL Paperwork required for any Energy Rebates that the owner may be eligible for must be made and provided to the Owner and Rehab Inspector at Rehab Final Inspection.
16. The Contractor shall repair/paint any areas damaged due to replacement.

Item 3 – Water heater

1. Drain, remove, and properly dispose of the old water heater.
2. Remove and dispose of the old cold-water valve and associated piping.
3. Provide and install all materials needed to properly reconstruct hot and cold water supplies to and from the new water heater to all necessary connections (Laundry, bathroom, kitchen, etc.)
4. Provide and install a new ¼-turn, brass ball valve at cold-water inlet, per code. Provide all other pipes, fittings, and materials needed to properly complete the installation of the new water heater to all hot and cold water supplies to and from the new water heater to all necessary connections (Laundry, bathroom, kitchen, etc.)
5. Provide and install a new 50-gallon, dual element 5500/5500-watt, standard electric water heater, with a minimum 9-year warranty, per code. Suggested model Rheem Model # XE50M09CG55U0, Equal/Better. (To include thermal expansion tank, water heater blanket, and insulation for hot/cold water lines.)
6. Provide and install a new pan and drain.
7. Secure water heater per code.
8. The Contractor shall provide any electrical connections if required to the water heater as/per code with a properly sized circuit breaker, to ensure the safe operation of the water heater.
9. Ensure all equipment has been properly registered and that all warranty registrations, paperwork, or documents have been filled out and provided to the owner. Provide a copy of the same information (Not including full operator's manual(s)) to the owner at Final.

Item 4 – Attic insulation

1. Provide and install additional blown-in insulation into 100% of the attic cavity, to bring "R-value" to R-30 or higher.
2. Provide and install new depth gauges as required by code, that are visible from the closest attic access point(s)
3. Provide new code-compliant insulation in walls as needed.
4. Provide and install new gasket seals around all attic access openings. If new openings are created to complete other work at home, ensure those new access points are either closed in and replaced to "like-new" condition or that they are properly sealed with new gasket material and secured in place with new trim materials.
5. Provide the owner and Grants Specialist with copies of certificate(s) for Insulation installation and any other paperwork that might be required for the owner to obtain Ocala Electric Utility or other rebates they may qualify for.

Item 5 – Windows (20)

1. Remove and properly dispose of all existing windows/SGD.
2. Provide new, Install, and seal (Sashco – Big Stretch Elastomeric Caulk or Equal) new, ENERGY Star Certified (For Florida), vinyl or fiberglass, Single-Hung, colonial style, insulated, Low-E, Argon filled windows w/screens in all window locations on the home, Size-to-Size Match, except where the code requires something different (triple bay windows can be downsized to two windows instead of three.
3. Install a new sliding glass door, if installed (follow window specs).
4. Ensure units are properly fastened and completely sealed around frames per code.
5. Window color to be white.
6. Provide and install new trim to the interior and if necessary, to the exterior (stucco patch, rot-proof trim, etc.), around window openings, as needed, to Ensure a clean and complete, "Like-New" (Matching) finished appearance.
7. Repair openings (Interior and Exterior), and sills (sills should match existing) when damaged or if/when opening must be modified for egress. If sills are missing, then install marble sills. The opening should be "like new" upon completion (Egress requirements are the responsibility of the contractor)
8. Replace shutters if installed, and sized for new windows as needed.

Item 6– Interior Repairs

1. Replace 1 interior door/closet doors. To include doorknob and stop. Match existing.
2. Repair/ replace damaged ceilings/walls throughout. Match surrounding texture.

Item 7–Interior painting

1. Provide and apply "Kilz" (equal or better) stain-resistant primer to all walls/ceilings and new

and/or unpainted drywall as needed throughout.

2. Paint the entire interior of the home.
3. Provide and apply one or more (if necessary), full-coverage coats of Sherwin-Williams ProMar 200 Zero VOC Interior Latex, equal or better.
4. Ceilings to be flat white. Walls/doors/trim to be painted semi-gloss/satin.

Item 8 –Kitchen Cabinets

1. Remove and dispose of all existing cabinets, backsplash, countertops, and OTR microwave.
2. Provide and install prefabricated cabinets with hardwood facings. The layout should at minimum remain the same with 30" wall cabinets. Include ADA Compliant door and drawer hardware ($3-$5 min. price range each). Provide 2 extra hardware.
3. Provide and install over-the-range microwave, Hotpoint model#RVM5160DHBB equal/better.
4. Provide and install Formica countertops with 4-inch backsplash, color will be selected by homeowner at contract signing.
5. Install a new 8" stainless steel double bowl sink with single lever Delta faucet with sprayer, including all related plumbing, water supplies, and shut-off valves.
6. Remove the tile backsplash and install new drywall as needed. Paint kitchen walls/ceilings with acrylic latex materials.

Item 9 – Electrical

1. Remove and properly dispose of the existing Electrical Meter Enclosure.
2. Remove and properly dispose of the existing, Main Feeder Wire from the meter to the interior breaker panel(s).
3. Provide and install new Meter Enclosure, mast, and weather head with separate or integrated 200-Amp Main Panel. Must meet all current NEC requirements as well as be compliant with the most current version of the Ocala Electric Utility's "Metering Enclosure and Equipment Standards".
4. Install new Main Disconnect, and new Main Breaker(s) for Interior Sub-Distribution Panels (if required) The new Panel must have multiple open slots for exterior/added circuits (minimum 6) and any other current NEC-compliant circuits required for the home unless provided for in existing Interior Distribution Panels.
5. Provide and properly install new correctly sized loads of main Feeder Wire from exterior disconnect/breaker, through the attic cavity, properly secured/protected per codes, to feed existing interior breaker panels located in the garage area.
6. If any other circuits need to be added/corrected to meet the code or for proper function for the owner, provide, and install all necessary components to bring them into compliance.
7. NOTE: Contractor shall relocate the water heater to meet code compliance when necessary.
8. Label all electrical panels.

Interior:

9. In the kitchen area, provide and install new 48-inch LED fixture that is 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.
10. In the laundry/utility area, provide and install a new Flush Mount 32-inch Round LED "Cloud-style" fixture. (Minimum 36-watt light output at 4000K+) Good Earth Model # LF1088-NMS-32LF2-G -OR- Equal.
11. Inspect, check, and confirm the proper function of all electrical receptacles and switches throughout the home, including GFCI devices.
12. Provide and replace all missing electrical plate covers.
13. If Bathroom, Kitchen, or laundry receptacles are not currently GFCI-protected receptacles/switches, provide, and install all needed materials to change to GFCI, receptacles or breakers per code.

Exterior:

14. Install new HVAC disconnect and exterior GFCI outlet at condenser location, front, and rear.
15. Remove and properly dispose of ALL outdoor security/floodlight fixtures.
16. Provide and install new LED Security Floodlight-type fixtures for each flood/security light.
17. Security/Flood Lights must have at least two dimmable LED bulbs in each fixture. Suggested – Good Earth Lighting, Model #SE1084-WH3-02LF0-G or Equal. Confirm with the owner if the "Motion Activated" or not.

Smoke/CO Alarms:

18. Remove and properly dispose of all old smoke alarms and mounting plates throughout the home.
19. Provide and install new CO/Smoke Combo Alarms, throughout the home. Minimum, one Smoke Alarm in each sleeping space and one Combo CO/Smoke Alarm in each common area immediately adjacent to sleeping space(s). ALL Smoke and CO/Smoke Alarms MUST be Interconnected, hardwired, on the existing circuit if possible, or NEW dedicated Arc Fault Breaker and must have 10-year Non-serviceable battery backups. NOTE: If new circuit is needed, this work will require a permit.
20. Existing locations where smoke alarms were previously located should be used if possible, otherwise, the old locations must be repaired and painted to "best match" of surrounding walls, texture, and color.
21. Any devices requiring new wiring circuits/switches shall be included in the total price.
22. Any sub-panels not needed can be removed.
23. The Contractor may be required to coordinate with other contractors during repairs.

Item 10 – Exterior Repairs

1. Replace house numbers with code-approved numbers. **DO NOT USE STICK ONS**

Item 11 – Exterior Doors

1. Replace 5 exterior doors and associated, jambs, casings, and trims.
2. Provide, Install, and properly seal new pre-hung, steel or fiberglass 6 panel door on rot-proof jambs, double-bored for entry locks and deadbolts. Confirm hinge and threshold colors will match lock sets. Ensure proper swing before ordering and that doors open and close smoothly and are fully sealed from exterior elements, light, water, air, etc. Ensure that new thresholds meet interior flooring in a neat and finished way or that an appropriate transition is installed to give a completed and "like new" appearance.
3. Provide and install new, rot-resistant, exterior trim and new interior casing on all doors. Prime and paint doors and trim, casing, interior and exterior, colors to match house trim or new color to be pre-approved by owner AND Rehab Specialist. Confirm dimensions, design, and door swing during the Pre-bid Inspection for each door unit.
4. Provide and install Door Viewer, Model DS238, OR Equivalent, into each new Entry Door, at a height agreed to by the owner. Color to match door hardware.
5. Provide and install matching Lever-Style, Kwikset "SmartKey" Entry Locksets with deadbolts, keyed alike, (key to owner keys). Provide "re-keying tool" and instructions to the owner at Final. (Finish color of lock hardware, hinges, and thresholds to be selected by the owner following contract signing).
6. Paint 2 coats using exterior grade paint.

Item 12 – Flooring

1. Repair broken/cracked/soft subfloor in kitchen, dining room, and bedroom.
2. Install LVP flooring in the kitchen, dining room, and bedroom. Minimum cost $3/s.f. Follow manufacturer instructions for floor prep and installation. Install base and base shoe mold around the perimeter of rooms. Paint as necessary.

Item 13 – Plumbing

1. Install hose bibb anti siphon vacuum breakers at all hose bibs and or hose connections.
2. Install hose bib and vacuum breakers where missing at hose connections.
3. Reinstall the existing dishwasher.
4. Insulate all exterior water lines.

Item P – Permits

This amount of __200.00_____ is the estimated permit cost/allowance for this project.

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

Prime Contractors information w/warranty

Sub-contractor information

Registered roof warranty and claim information

Registered water heater warranty claim information

Registered HVAC warranty claim information

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 the project manager:

Final Payment Affidavit

Owner's final acceptance of the work

Material and/or contractor lien releases

DKE ENVIRONMENTAL & CONSTRUCTION SERVICES, INC.
8(a) certified, HUBZone certified, EDWOSB

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

ASBESTOS SURVEY REPORT

PREPARED FOR THE FOLLOWING PROPERTY:

117 NW 16th Terrace
Ocala, FL 34475

PERFORMED ON:

April 15, 2024

PERFORMED AND PREPARED BY:

Chris Ritko
Asbestos Building Inspector
193196

TABLE OF CONTENTS

I. INTRODUCTION

Property Address: 117 NW 16th Terrace
Ocala, FL 34475

Property Owner: Shanta Norton

Survey Performed For: City of Ocala, Community Development Services
201 SE 3rd Street, 2nd Floor, Ocala, FL 34471

Survey Performed By: Chris Ritko, Asbestos Building Inspector

Company: DK Environmental & Construction Services
8786 Sonoma Coast Drive
Winter Garden, FL 34787
407-614-4572

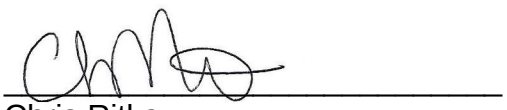
Date of On-Site Survey: April 15, 2024

Date of Report: April 18, 2024

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

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

We appreciate the opportunity to provide environmental consulting services to your organization. If you have any questions or need additional assistance, please call (321)401-5094.



Chris Ritko
Asbestos Building Inspector
193196

II. SURVEY SUMMARY

On April 15, 2024 an Asbestos Survey was performed at 117 NW 16th Terrace, Ocala, FL 34475. The property is a single-family detached dwelling. It is approximately 2,247 square feet and was constructed in 1945.

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

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

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

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

III. ASBESTOS OVERVIEW

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

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

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

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

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

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

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

IV. LIMITATIONS

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

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

V. ANALYTICAL RESULTS

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

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

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

Bulk Collection and Sample Analysis Results

Sample Number	*Description*	*Condition*	*Friable*	*Asbestos Percent and Type*	*Location/ Amount*	*NESHAP Category*
117-1-1	Asphalt Shingle/Black	Intact	No	None Detected	Typical Exterior Roof	NA
117-1-1	Tar/Black	Intact	No	None Detected	Typical Exterior Roof	NA
117-1-2	Asphalt Shingle/Black	Intact	No	None Detected	Typical Exterior Roof	NA
117-1-2	Tar/Black	Intact	No	None Detected	Typical Exterior Roof	NA
117-2-1	Joint Compound/White	Intact	No	None Detected	Typical Interior Walls/Ceilings	NA
117-2-1	Joint Compound/White	Intact	No	None Detected	Typical Interior Walls/Ceilings	NA
117-2-1	Drywall/White	Intact	No	None Detected	Typical Interior Walls/Ceilings	NA
117-2-2	Joint Compound/White	Intact	No	None Detected	Typical Interior Walls/Ceilings	NA
117-2-2	Joint Compound/White	Intact	No	None Detected	Typical Interior Walls/Ceilings	NA
117-2-2	Drywall/White	Intact	No	None Detected	Typical Interior Walls/Ceilings	NA
117-2-3	Joint Compound/White	Intact	No	None Detected	Typical Interior Walls/Ceilings	NA

Bulk Collection and Sample Analysis Results						
Sample Number	*Description*	*Condition*	*Friable*	*Asbestos Percent and Type*	*Location/ Amount*	*NESHAP Category*
117-2-3	Drywall/White	Intact	No	None Detected	Typical Interior Walls/Ceilings	NA
117-3-1	Popcorn Texture/White	Intact	Yes	None Detected	Typical Interior Ceilings	NA
117-3-2	Popcorn Texture/White	Intact	Yes	None Detected	Typical Interior Ceilings	NA
117-3-3	Popcorn Texture/White	Intact	Yes	None Detected	Typical Interior Ceilings	NA
117-4-1	Laminate Flooring/Brown	Intact	No	None Detected	Interior Kitchen	NA
117-4-2	Laminate Flooring/Brown	Intact	No	None Detected	Interior Kitchen	NA

VI. ASBESTOS RECOMMENDATIONS

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

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

Disturbances to Asbestos Containing Materials:

- Should be performed by a Florida Licensed Asbestos Abatement Contractor

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

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

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

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

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

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

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

Agency before any demolition, or before renovations of buildings that contain a certain threshold amount of asbestos or asbestos containing materials.

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

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

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

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

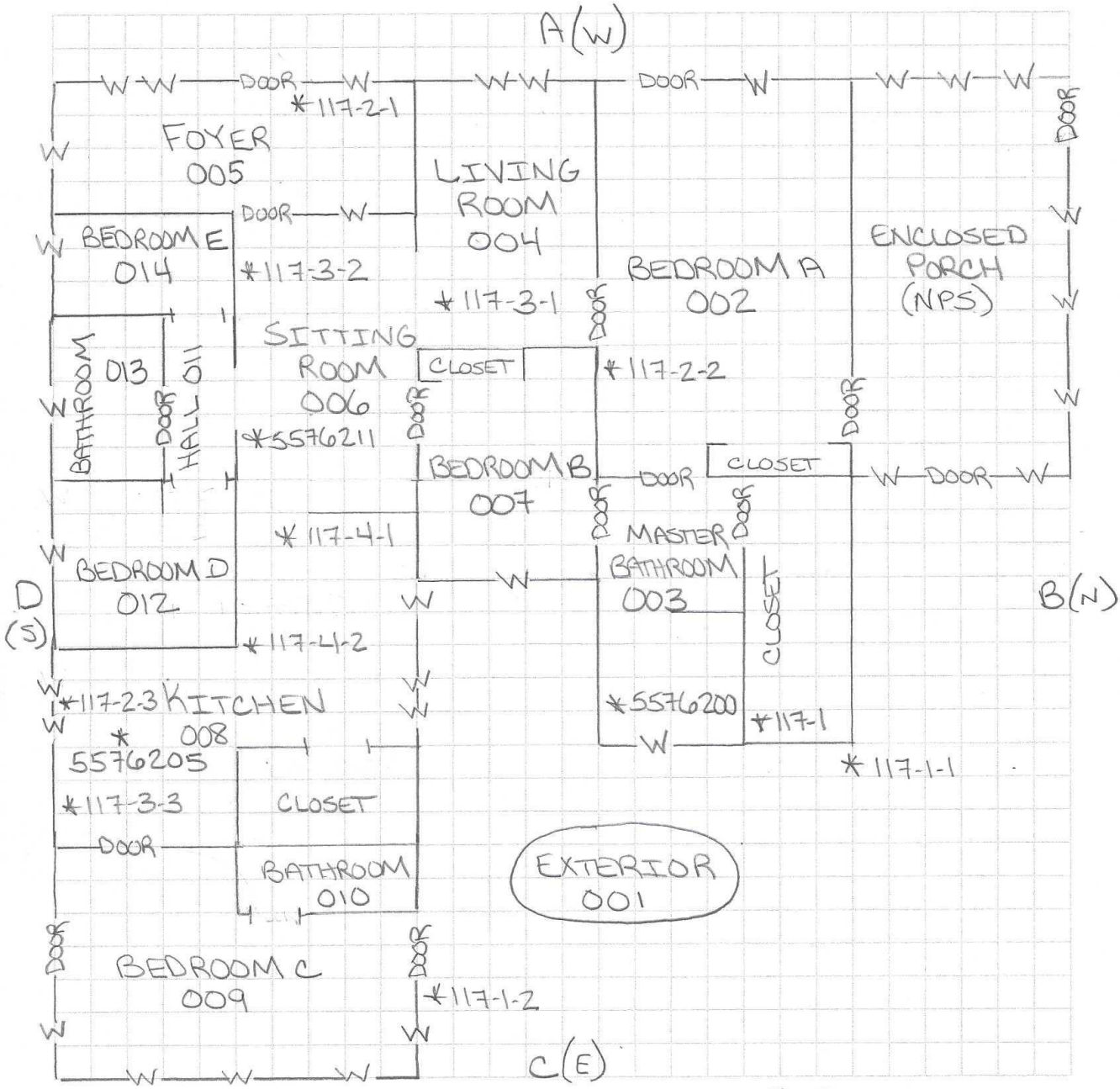
If asbestos containing materials identified within, or on, the property will be disturbed or otherwise caused to become friable within the scope of the renovation, they should be removed from the structures prior to the maneuvers taking place according to applicable regulations.

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

VII. SAMPLING LOCATIONS FLOOR PLAN

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

SITE PLAN



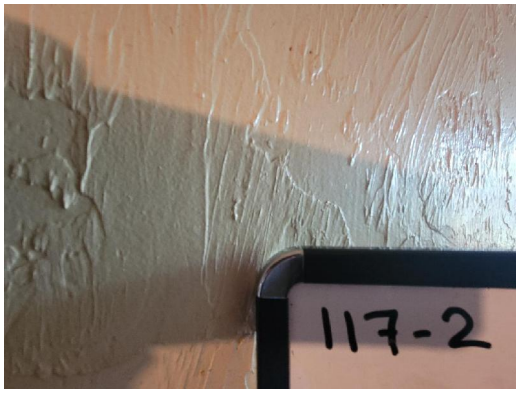
Case # 0415

Address 117 NW 18th Terrace
Ocala, FL 34475

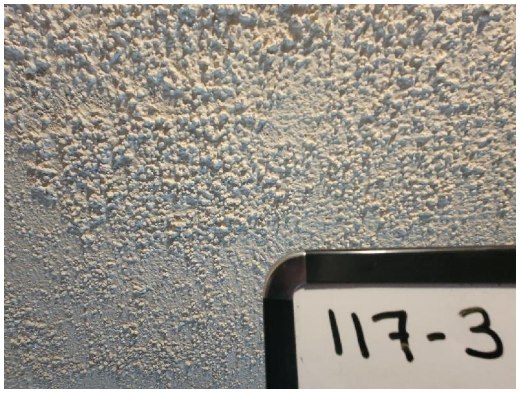
Lead, Asbestos and Mold

VIII. SAMPLING PHOTOGRAPHS

117-1
Asphalt Shingle/Tar
Typical Exterior Roof



117-2
Drywall/Joint Compound
Typical Interior Walls/Ceilings



117-3
Popcorn Texture
Typical Interior Ceilings

117-4
Laminate Flooring
Interior Kitchen

IX. LICENSING

Asbestos Consulting & Training Systems

2835 N.W. 12TH Avenue, Fort Lauderdale, Florida 333

This is to Certify that

Chris Ritko

XXX-XX-5510

8786 Sonoma Coast Drive, Winter Garden, FL. 34787

Processed By:

Seagull

To Authenticate Certificate
www.seagulltraining.com
1-800-966-9933

has successfully completed an English

Asbestos Building Inspection Refresher

12-Sep-23 TO 12-Sep-23

and has completed the requisite training for TSCA

Meets state requirements of FL49-0001020/CN-0006273 and UT (8.0 core).

NDAAC Provider #451 Trainer(s): Alberto Ania

Training Address: 2233 Park Ave, Suite 202, Orange Park, FL. 32073

Successful course completion based on exam score on: 09/12/23

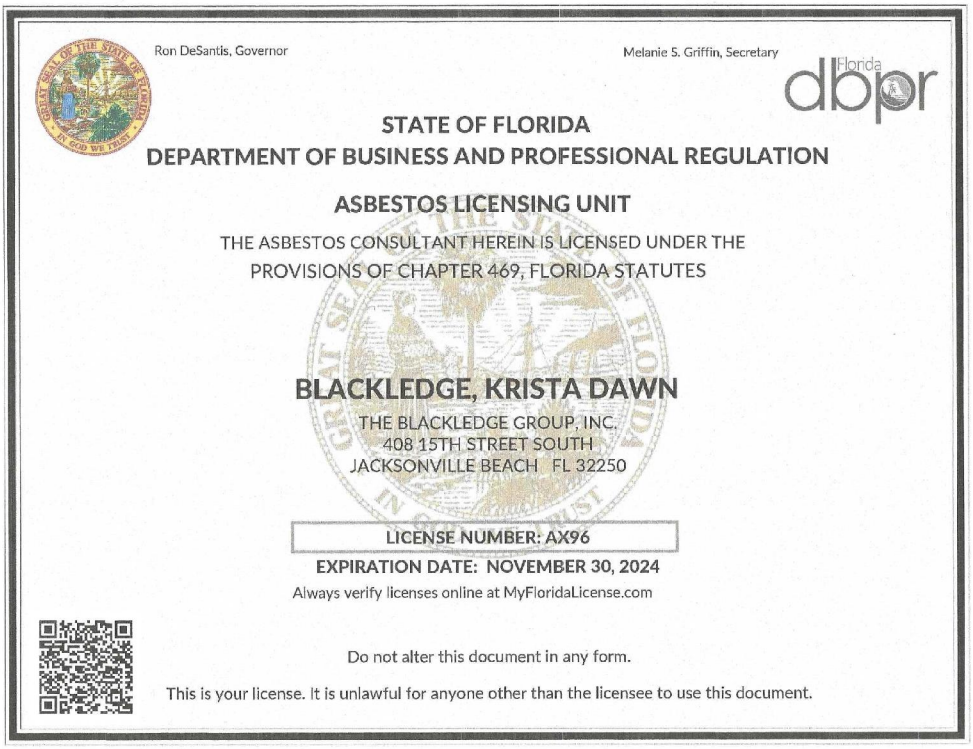
James F. Stump, Course Sponsor

This Certificate Expires:

11-Sep-24 09/11/24

Certificate Number: 193196

Course Number: JE2338



Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ASBESTOS LICENSING UNIT

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

BLACKLEDGE, KRISTA DAWN

THE BLACKLEDGE GROUP, INC.
408 15TH STREET SOUTH
JACKSONVILLE BEACH FL 32250

LICENSE NUMBER: AX96

EXPIRATION DATE: NOVEMBER 30, 2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

X. GLOSSARY

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

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

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

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

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

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

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

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

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

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

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

does not include shearing, slicing, or punching.

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

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

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

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

Facility component: any part of a facility including equipment.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

HAYES MICROBIAL CONSULTING

#24016049

Analysis Report prepared for

DK Environmental & Construction Services, Inc.

8786 Sonoma Coast Drive
Winter Garden, FL 34787

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

117 NW 16th Terrace
Ocala, FL 34475

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

We would like to thank you for trusting Hayes Microbial for your analytical needs!
We received 10 samples by UPS in good condition for this project on April 18th, 2024.

The results in this analysis pertain only to this job, collected on the stated date, and should not be used in the interpretation of any other job. Information supplied by the customer can affect the validity of results. These results apply only to the samples as received. This report may not be duplicated, except in full, without the written consent of Hayes Microbial Consulting, LLC.

All information provided to Hayes Microbial is confidential information relating to our customers and their clients. We will not disclose, copy, or distribute any information verbally or written, except to those designated by the customer(s). We take confidentiality very seriously. No changes to the distribution list will be made without the express consent of the customer.

This laboratory bears no responsibility for sample collection activities, analytical method limitations, or your use of the test results. Interpretation and use of test results are your responsibility. Any reference to health effects or interpretation of mold levels is strictly the opinion of Hayes Microbial. In no event, shall Hayes Microbial or any of its employees be liable for lost profits or any special, incidental or consequential damages arising out of the use of these test results.

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

EPA Laboratory ID: VA01419

Lab ID: #188863

DPH License: #PH-0198

Chris Ritko, MRSA2640
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(814) 243-1927

117 NW 16th Terrace
Ocala, FL 34475

Contract# CDS/240723

#24016049

Asbestos PLM Bulk

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

#	Sample	Material Description	Non-Fibrous	Non-Asbestos Fibers	Asbestos Fibers
1	117-1-1 - Asphalt Shingles / Tar / Typical Exterior Roof	Heterogenous / Shingle / Black	85%	15% Fiberglass	**None Detected**
		Homogenous / Tar / Black	100%		**None Detected**
2	117-1-2 - Asphalt Shingles / Tar / Typical Exterior Roof	Heterogenous / Shingle / Black	85%	15% Fiberglass	**None Detected**
		Homogenous / Tar / Black	100%		**None Detected**
3	117-2-1 - Drywall / Joint Compound / Typical Interior Walls Ceilings	Homogenous / Joint Compound / White	100%		**None Detected**
		Homogenous / Joint Compound / White	100%		**None Detected**
	Lab Note: Joint Compounds Separated By Layer of Blue Paint				
		Heterogenous / Drywall / White	95%	5% Cellulose Fibers	**None Detected**

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117 NW 16th Terrace
Ocala, FL 34475

Contract# CDS/240723

#24016049

Asbestos PLM Bulk

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

#	Sample	Material Description	Non-Fibrous	Non-Asbestos Fibers	Asbestos Fibers
4	117-2-2 - Drywall / Joint Compound / Typical Interior Walls Ceilings	Homogenous / Joint Compound / White	100%		**None Detected**
		Homogenous / Joint Compound / White	100%		**None Detected**
	Lab Note: Joint Compounds Separated By Layer of Blue Paint				
		Heterogenous / Drywall / White	95%	5% Cellulose Fibers	**None Detected**
5	117-2-3 - Drywall / Joint Compound / Typical Interior Walls Ceilings	Homogenous / Joint Compound / White	100%		**None Detected**
		Heterogenous / Drywall / White	95%	5% Cellulose Fibers	**None Detected**
6	117-3-1 - Popcorn Texture / Typical Interior Ceilings	Homogenous / Texture / White	100%		**None Detected**
7	117-3-2 - Popcorn Texture / Typical Interior Ceilings	Homogenous / Texture / White	100%		**None Detected**
8	117-3-3 - Popcorn Texture / Typical Interior Ceilings	Homogenous / Texture / White	100%		**None Detected**
9	117-4-1 - Laminate Flooring / Interior Kitchen	Heterogenous / Flooring / Brown	25%	75% Cellulose Fibers	**None Detected**
10	117-4-2 - Laminate Flooring / Interior Kitchen	Heterogenous / Flooring / Brown	25%	75% Cellulose Fibers	**None Detected**

Collected: **Apr 15, 2024** Received: **Apr 18, 2024** Reported: **Apr 18, 2024**

HAYES MICROBIAL CONSULTING

Project Analyst: Megan Audia, Megan Audia Date: **04 - 18 - 2024**

Reviewed By: Brian Keith, Date: **04 - 18 - 2024**

Chris Ritko, MRSA2640
DK Environmental & Construction Services, Inc.
8786 Sonoma Coast Drive
Winter Garden, FL 34787
(814) 243-1927

117 NW 16th Terrace
Ocala, FL 34475

Contract# CDS/240723

#24016049

Asbestos Analysis Information

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

DK Environmental & Construction Services, Inc.

8786 Sonoma Coast Drive
Winter Garden, FL 34787
407-614-4572
814-243-1927
dkenvironmental@yahoo.com

Chain of Custody

N

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

1824 6003 8521 3446

ASBESTOS

24016049

Job Number:	Job Name: 117 NW 16TH TERRACE OCALA, FL 34475	Collector: Chris Ritko	Email: dkenvironmental@yahoo.com
Date Collected: 04/15/24		Notes: STOP AT FIRST POSITIVE	
Mobile:			

Sample #	Sample Name	Analysis Type	Volume	TAT	Notes
117-1-(1-2)	ASPHALT SHINGLE/TAR/TYPICAL EXTERIOR ROOF	PLM		1 DAY	
117-2-(1-3)	DRYWALL/JOINT COMPOUND/TYPICAL INTERIOR WALLS, CEILINGS	↓		↓	
117-3-(1-3)	POPCORN TEXTURE/TYPICAL INTERIOR CEILINGS				
10 117-4-(1-2)	LAMINATE FLOORING/INTERIOR KITCHEN				

Analysis Type		Description	TAT	Sample Types
Spore Trap	S	Identification & Enumeration of Fungal Spores	24 Hour	Spore Trap cassettes, Impact slides
	S+	I & E of Fungal Spores + total dander, fiber and pollen count	24 Hour	Spore Trap cassettes, Impact slides
Direct ID	D	ID and Semi-quantative enumeration of spores and mycelium	24 Hour	Tape, Bio-Tape, Swab, Bulk, Agar Plate for ID only
	D+	ID and Enumeration with spores count	24 Hour	Tape, Bio-Tape, Swab, Bulk, Agar Plate for ID only
Culture	C1	Identification & Enumeration of Mold only	7 Day	Anderson Air Plate, Swab, Bulk
	C2	Identification & Enumeration of Bacteria only	4 Day	Anderson Air Plate, Swab, Bulk
	C3	Identification & Enumeration of Mold and Bacteria	7 Day	Anderson Air Plate, Swab, Bulk
	C5	Coliform Screen for Sewage Bacteria	2 Day	Anderson Air Plate, Swab, Bulk
Dust Mite	A1	Semi-quantative analysis of dust mite allergen	24 Hour	Bulk Dust
Particle	P	Total Particulate Analysis	24 Hour	Spore Trap cassettes, Impact slides, Bio-Tape

Relinquished by:	Date: 04/15/24	Rcvd By:	Date: 4/18/24	Time:

DK ENVIRONMENTAL & CONSTRUCTION SERVICES, INC.

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

LEAD-BASED PAINT INSPECTION REPORT

PREPARED FOR THE FOLLOWING PROPERTY:

117 NW 16th Terrace
Ocala, FL 34475

PERFORMED ON:
April 15, 2024

PERFORMED AND PREPARED BY:

Debra Koontz
Certified Risk Assessor
LBP-R-I191376-2

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DK ENVIRONMENTAL & CONSTRUCTION SERVICES, INC.

•8786 Sonoma Coast Drive, Winter Garden, FL 34787
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April 15, 2024

Re: Lead-Based Paint Inspection Report

Property Address: **117 NW 16th Terrace, Ocala, FL 34475**

Property Owner: **Shanta Norton**

Phone: **352-875-2245**

Dear Client:

Please find enclosed the lead-based paint inspection report for the property located at **117 NW 16th Terrace, Ocala, FL 34475**. The survey was performed within the current acceptable industry guidelines, Housing and Urban Development (HUD) Guidelines Chapter 7 (revised 1997) and EPA regulations.

DK Environmental & Construction Services, Inc. (DKE) conducted the lead-based paint inspection services at the above-referenced site on **April 15, 2024**.

DKE used an RMD LPA-1 X-Ray Fluorescence (XRF) lead paint analyzer to sample paint for lead. XRF instrument serial #2737 was used on this job.

Licensed EPA Lead Risk Assessor Debra Koontz (License No. LBP-R-I191376-2, expiration date 09/06/2024) performed the inspection services.

At the specific time and date of the inspection services, DK Environmental & Construction Services, Inc. detected no lead-based paint in the property.

If you have any questions or concerns regarding this report, please feel free to contact us at (407)614-4572.

Sincerely,

Debra Koontz, President
DK Environmental & Construction Services, Inc.

II. Executive Summary

DKE was authorized to perform a lead-based paint (LBP) inspection of the property located at **117 NW 16th Terrace, Ocala, FL 34475**. DKE tested all painted components according to the specifications described in the protocols for Lead Based Paint testing in the Housing and Urban Development (HUD) Guidelines Chapter 7 (revised 1997) and all applicable Federal, State, and Local regulations.

DKE's scope of services involved XRF testing as well as a surface-by-surface visual inspection of all painted surfaces throughout the entire property to determine which lead-based paint surfaces/components are deteriorated (above de minimis level). All accessible, painted building components (that potentially contain lead-based paint) were tested utilizing X-Ray Fluorescence (XRF) Analysis. The data collected is in Appendix V. Wall "A" in each room is the wall where the front entrance door opening is located (or aligned with the street). Going clockwise and facing wall "A", wall "B" will always be to your right, Wall "C" directly to the rear and wall "D" to the left.

DKE tested a total of **one hundred and nineteen (119) surfaces via XRF analysis and six (6) calibrations. Zero (0) were found to contain lead at levels greater than or equal to the regulatory level of 1.0 mg/cm2**. These surfaces are identified in Section III: G. This report represents all field data, observations and findings related to the lead inspection performed in the above referenced property. The results, assessments and findings stated in this report are representative of the conditions observed in this property at the time of the inspection services.

This inspection measures lead in both deteriorated and intact paint surfaces. The procedure involved taking readings from representative surfaces throughout the testing area or room. The most common primary analytical method for detecting lead in paint is X-Ray Fluorescence (XRF). The XRF instrument is used because of its demonstrated abilities to accurately determine the amount of lead that is present without disturbing the painted surfaces as well as its high speed and relatively low cost per sample.

Some building components may have been inaccessible at the time of the inspection services, or were not tested because they were covered by other building materials (paneling, tile, siding, etc.). It is possible that painted surfaces may be hidden by these materials. Such surfaces should be assumed to contain lead-based paint, or should be tested by a licensed lead-based paint inspector or risk assessor.

III. Scope of Inspection

A. Building Background

The property located at **117 NW 16th Terrace, Ocala, FL 34475** is an approximately **2,247** square feet building (1 unit), built in **1945**. No history of renovations, repairs, or painting was provided to DKE during the inspection services.

B. Preface

DKE was authorized to perform lead-based paint testing of the above referenced property to determine the possible presence, condition, location and amount of lead-based paint. The testing was conducted on **April 15, 2024** from 8:40am to 9:33am.

C. Training

All inspectors utilized by DKE have EPA/State licensure and are licensed Lead Risk Assessors who have passed the “HUD Visual Assessment Course”. All Lead Risk Assessors utilized by DKE have also been trained in the use, calibration and maintenance of the X-Ray Fluorescence (XRF) equipment they currently use, along with necessary principles of Radiation Safety.

D. Equipment

An RMD LPA-1 X-Ray Fluorescence (XRF) lead paint analyzer, serial #2737 was used on this job.

E. Inspection Company

The inspection services were performed by an inspector/risk assessor employed by DK Environmental & Construction Services, Inc., 8786 Sonoma Coast Drive, Winter Garden, FL 34787, telephone number (407)614-4572.

F. Methods

The calibration of the type of X-Ray Fluorescence (XRF) is done in accordance with the Performance Characteristic Sheet (PCS) for this instrument. These XRF instruments are calibrated using a calibration standard block of known lead content. Three calibration readings are taken before and after each property is tested to insure manufacturer’s standards are met. If the inspection is longer than four hours, a set of three calibration readings must be taken before the four hours expires, and then an additional three calibration readings taken at the end of the inspection. If for any reason the instrument is not maintaining a consistent calibration reading within the manufacturer’s standards for performance on the calibration block supplied by the manufacturer, manufacturer’s recommendations are used to bring the instrument into calibration. If the instrument cannot be brought back into calibration, it is taken off the site and sent back to the manufacturer for repair and/or re-calibration.

G. Findings

Property Address: **117 NW 16th Terrace, Ocala, FL 34475**

DKE tested a total of **one hundred and nineteen (119) surfaces via XRF analysis and six (6) calibrations. Zero (0) were found to contain lead at levels greater than or equal to the regulatory level of 1.0 mg/cm2 in paint in the surfaces tested**:

At the specific time and date of the inspection services, DK Environmental & Construction Services, Inc. detected no lead-based paint in the property.

H. Conclusions

No lead-based paint was identified, as defined by Environmental Protection Agency/Department of Housing and Urban Development (EPA/HUD) as containing lead-in concentrations greater than or equal to 1.0 mg/cm2.

When evaluating this report, it is assumed that according to Chapter 7 HUD guidelines, that if one testing combination (i.e. window, door) is positive for lead in an interior or exterior room equivalent, that all other similar testing combinations in those areas are assumed to be positive. The same is true for negative readings. All inaccessible areas are assumed to be positive, even though they were not able to be tested. Inaccessible areas are noted in Section V – XRF Results.

If the lead evaluation results indicate the presence of lead-based paint, the prospective owner may wish to obtain, at *the prospective owner's expense*, additional services of a lead-based paint inspector or risk assessor, certified for the State in which the property is located, to help understand the positive results. This person would review this report and might make additional recommendations about lead hazard control actions. Interpretations and possible actions may vary when only a few readings indicate the presence of lead-based paint.

This inspection was done in accordance with Lead Safe Housing Rule 24 CFR Part 35 subpart J as amended June 21, 2004. The sample results are presented in Appendix V.

The surface conditions ranged from "Intact" to "Deteriorated" at the time of the inspection. Upon completion of lead hazard reduction activities, A clearance examination is required to determine that the lead hazard reduction efforts were

performed adequately. “Paint Film Stabilization” means to repair any defect in the substrate, or any defect in a building component, that is causing the paint deterioration, to remove all loose paint and other loose material from the surface to be treated using lead-safe work practices, and to apply a new protective coating of paint.

A Clearance Examination would include a visual evaluation of all surfaces that were determined to be defective during the initial inspection, and collection of dust samples. It should be determined that the deteriorated paint surfaces have been corrected and that no settled dust lead hazards exist in the dwelling or unit. The clearance report must be signed by a certified/licensed Lead Inspector/Risk Assessor.

Painted surfaces found to be intact during the inspection which contain levels of lead greater than or equal to 1.0 mg/cm2 could create lead hazards if the paint is turned into dust by abrasion, scraping, or sanding. If conditions of intact paint surfaces become destabilized, these conditions will need to be addressed. If any future construction or modernization work is done on the premises, this report should be given to the contractors as well as the tenants.

IV. DISCLOSURE RESPONSIBILITY AND DISCLAIMER

Disclosure Responsibility

A copy of this report 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 and include standard warning language in their leases or sales contracts to ensure that parents have the information they need to protect their children from lead-based paint hazards.

Disclaimer

This is our report of a visual survey, and X-Ray Fluorescence (XRF) analysis of the readily accessible areas of this building and tested components. The presence or absence of lead-based paint or lead-based paint hazards applies only to the tested or assessed surfaces on the date of the field visit. It should be understood that conditions noted within this report were accurate at the time of the inspection services and in no way reflect the conditions at the property after the date of the inspection services. No other environmental concerns were addressed during the inspection services.

V. XRF Results

117 NW 16th Terrace, Ocala, FL 34475

Read No.	Wall	Structure	Location	Member	Paint Cond	Substrate	Paint Color	Lead (mg/cm²)	Mode
001 Exterior									
005	A	Sidewalk	Ctr		D	Concrete	Red	-0.1	QM
008	A	Wall	U Lft		I	Concrete	Tan	0.0	QM
004	A	Window	Ctr	Jamb	I	Concrete	Tan	0.5	QM
006	A	Door	Ctr	Door	I	Steel	Brown	0.4	QM
007	A	Door	Ctr	Jamb	D	Wood	Brown	-0.1	QM
122	A	Railing	Rgt		D	Metal	White	0.0	QM
009	B	Wall	U Ctr		I	Concrete	Tan	0.3	QM
010	B	Door	Lft	Door	I	Steel	Brown	0.2	QM
011	B	Door	Lft	Jamb	D	Wood	Brown	0.2	QM
012	C	Wall	U Ctr		I	Concrete	Tan	0.0	QM
013	D	Wall	U Rgt		I	Concrete	Tan	0.0	QM
014	D	Door	Rgt	Jamb	D	Wood	Brown	0.0	QM
015	D	Door	Rgt	Door	I	Steel	Brown	0.2	QM
Interior Room 002 Bedroom A									
024	A	Closet wall	Lft		I	Drywall	Tan	0.2	QM
023	A	Wall	U Ctr		I	Drywall	Tan	-0.1	QM
021	B	Wall	U Ctr		I	Drywall	Tan	0.0	QM
022	C	Wall	L Ctr		D	Drywall	Tan	0.3	QM
020	D	Wall	U Ctr		I	Drywall	Tan	0.1	QM
019	D	Ceiling	Ctr		I	Drywall	White	0.1	QM
016	D	Door	Rgt	Door	D	Wood	Brown	-0.1	QM
017	D	Door	Rgt	Jamb	D	Wood	Brown	0.1	QM
018	D	Door	Rgt	Casing	D	Wood	Brown	0.1	QM
Interior Room 003 Bathroom									
029	A	Wall	U Lft		I	Drywall	Tan	0.4	QM
030	A	Door	Ctr	Jamb	I	Wood	Brown	-0.1	QM
031	A	Door	Ctr	Casing	D	Wood	Brown	0.7	QM
032	A	Door	Ctr	Door	I	Wood	Brown	0.1	QM
033	B	Closet Ceili	Rgt		D	Drywall	White	0.2	QM
034	B	Closet wall	Rgt		I	Drywall	White	0.3	QM
027	B	Wall	U Ctr		I	Drywall	Tan	0.0	QM
026	C	Wall	L Ctr		D	Drywall	Tan	-0.1	QM
025	C	Ceiling	Rgt		D	Drywall	White	0.4	QM
028	D	Wall	U Ctr		I	Drywall	Tan	0.4	QM
Interior Room 004 Living Rm									
044	A	Wall	U Rgt		I	Drywall	Tan	0.7	QM
040	B	Wall	L Ctr		D	Drywall	Tan	-0.2	QM
038	B	Baseboard	Ctr		I	Wood	Brown	0.1	QM
039	B	Ceiling	Ctr		I	Drywall	White	0.2	QM
035	B	Door	Rgt	Casing	D	Wood	Brown	0.7	QM
036	B	Door	Rgt	Jamb	D	Wood	Brown	-0.2	QM
037	B	Door	Rgt	Door	I	Wood	Brown	-0.1	QM
042	C	Closet wall	Rgt		I	Concrete	White	0.1	QM
041	C	Wall	U Ctr		I	Drywall	Tan	-0.1	QM
043	D	Wall	L Ctr		D	Drywall	Brown	0.3	QM
Interior Room 005 Foyer									
049	A	Wall	L Ctr		D	Drywall	Tan	0.0	QM
051	B	Wall	U Ctr		I	Drywall	Tan	0.0	QM
048	C	Wall	L Ctr		D	Drywall	Tan	-0.2	QM
047	C	Ceiling	Ctr		I	Drywall	White	0.5	QM
045	C	Door	Ctr	Jamb	D	Wood	Tan	-0.2	QM
046	C	Door	Ctr	Door	D	Steel	Brown	0.0	QM
050	D	Wall	L Ctr		I	Drywall	Tan	-0.1	QM

Read No.	Wall	Structure	Location	Member	Paint Cond	Substrate	Paint Color	Lead (mg/cm²)	Mode
Interior Room 006 Sitting Rm									
058	A	Wall	L Ctr		D	Drywall	Tan	-0.1	QM
052	B	Wall	L Ctr		D	Drywall	Brown	0.4	QM
053	B	Door	Rgt	Jamb	D	Wood	Tan	-0.2	QM
054	B	Door	Rgt	Door	I	Wood	White	-0.1	QM
055	C	Wall	U Ctr		I	Drywall	Tan	-0.3	QM
057	D	Wall	L Ctr		D	Drywall	Tan	0.1	QM
056	D	Ceiling	Ctr		D	Drywall	White	-0.2	QM
Interior Room 007 Bedroom B									
059	A	Closet wall	Ctr		I	Drywall	Gray	-0.1	QM
061	A	Wall	L Lft		D	Drywall	Tan	0.1	QM
060	A	Ceiling	Ctr		I	Drywall	White	0.0	QM
063	B	Wall	U Lft		I	Drywall	Tan	0.2	QM
062	C	Wall	L Ctr		I	Drywall	Tan	0.0	QM
064	D	Wall	U Lft		I	Drywall	Tan	0.0	QM
065	D	Door	Ctr	Casing	I	Wood	Stain	-0.1	QM
Interior Room 008 Kitchen									
075	A	Wall	L Lft		D	Drywall	Tan	0.0	QM
066	B	Cabinet	Lft		D	Wood	Stain	0.2	QM
077	B	Wall	U Rgt		I	Drywall	Tan	0.0	QM
069	C	Closet Ceili	Lft		I	Drywall	White	0.0	QM
070	C	Closet wall	Lft		D	Drywall	White	-0.1	QM
071	C	Closet wall	Lft		I	Concrete	Green	0.1	QM
072	C	Wall	U Rgt		I	Drywall	Tan	0.0	QM
067	C	Door	Lft	Door	D	Wood	Stain	0.0	QM
068	C	Door	Lft	Jamb	D	Wood	Stain	0.2	QM
073	D	Wall	L Ctr		D	Drywall	Tan	-0.1	QM
074	D	Wall	L Ctr		I	Concrete	White	0.0	QM
076	D	Ceiling	Rgt		D	Drywall	White	0.1	QM
Interior Room 009 Bedroom C									
084	A	Wall	U Lft		I	Drywall	Yellow	-0.1	QM
081	B	Wall	U Rgt		D	Drywall	Yellow	0.0	QM
080	B	Ceiling	Ctr		I	Drywall	White	0.2	QM
078	B	Door	Ctr	Door	I	Steel	Brown	0.1	QM
079	B	Door	Ctr	Casing	I	Wood	Brown	-0.1	QM
082	C	Wall	U Ctr		I	Drywall	Yellow	0.1	QM
083	D	Wall	U Ctr		I	Drywall	Yellow	0.1	QM
Interior Room 010 Bathroom									
089	A	Wall	U Ctr		I	Drywall	Yellow	-0.2	QM
090	B	Wall	U Ctr		I	Drywall	Yellow	0.1	QM
091	C	Wall	U Ctr		I	Drywall	Yellow	0.1	QM
087	C	Door	Rgt	Jamb	D	Wood	Brown	0.2	QM
088	D	Wall	U Ctr		I	Drywall	Yellow	-0.1	QM
085	D	Baseboard	Ctr		I	Wood	White	0.0	QM
086	D	Ceiling	Ctr		I	Drywall	White	-0.1	QM
Interior Room 011 Hallway									
098	A	Wall	U Ctr		I	Drywall	Tan	-0.1	QM
097	B	Wall	U Lft		I	Drywall	Tan	-0.2	QM
099	C	Wall	U Ctr		I	Drywall	Tan	0.0	QM
096	D	Wall	U Lft		I	Drywall	Tan	-0.2	QM
094	D	Baseboard	Lft		I	Wood	White	0.3	QM
095	D	Ceiling	Lft		I	Drywall	White	-0.2	QM
092	D	Door	Ctr	Casing	D	Wood	Brown	-0.2	QM
093	D	Door	Ctr	Door	I	Wood	Brown	-0.1	QM

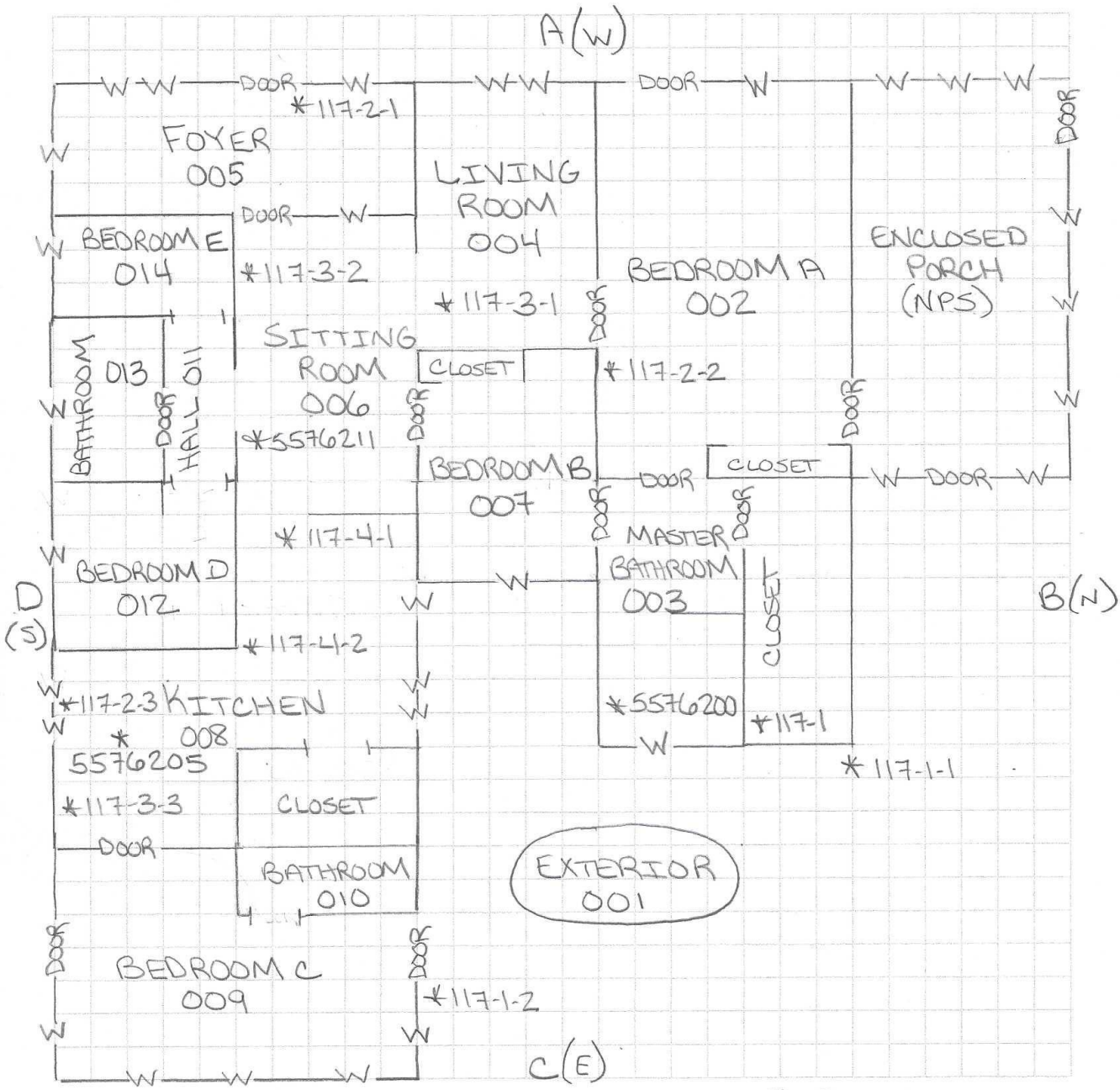
Read No.	Wall	Structure	Location	Member	Paint Cond	Substrate	Paint Color	Lead (mg/cm²)	Mode
Interior Room 012 Bedroom D									
105	A	Closet Shelf	Lft		D	Wood	Blue	0.0	QM
106	A	Closet wall	Lft		I	Drywall	Purple	0.3	QM
103	A	Wall	L Rgt		D	Drywall	Tan	-0.1	QM
104	A	Ceiling	Lft		I	Drywall	White	0.2	QM
101	B	Wall	U Ctr		I	Drywall	Tan	0.2	QM
100	C	Wall	L Ctr		D	Drywall	Tan	-0.1	QM
102	D	Wall	U Lft		I	Drywall	Tan	-0.2	QM
Interior Room 013 Bathroom									
108	A	Wall	U Ctr		I	Drywall	Green	0.2	QM
107	A	Ceiling	Lft		D	Drywall	White	-0.1	QM
110	B	Wall	U Ctr		I	Drywall	Green	0.0	QM
113	B	Door	Ctr	Casing	I	Wood	Brown	0.3	QM
109	C	Wall	U Ctr		I	Drywall	Green	0.0	QM
112	C	Baseboard	Ctr		I	Wood	White	0.0	QM
111	D	Wall	L Ctr		I	Drywall	Green	-0.1	QM
Interior Room 014 Bedroom E									
117	A	Wall	U Lft		I	Drywall	Tan	0.0	QM
118	A	Baseboard	Lft		I	Wood	Tan	0.2	QM
119	B	Wall	U Ctr		I	Drywall	Tan	0.0	QM
114	C	Closet wall	Rgt		I	Drywall	Yellow	0.2	QM
116	C	Wall	L Lft		D	Drywall	Tan	0.0	QM
115	C	Ceiling	Rgt		I	Drywall	White	0.1	QM
120	D	Wall	U Ctr		I	Drywall	Tan	-0.1	QM
121	D	Window	Ctr	Casing	I	Wood	Tan	0.2	QM
Calibration Readings									
001								1.0	TC
002								0.9	TC
003								0.9	TC
123								1.0	TC
124								0.9	TC
125								1.0	TC

---- End of Readings ----

VI. Drawings/Floor Plans

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

SITE PLAN



Case # 0415

Address 117 NW 18th Terrace
Ocala, FL 34475

Lead, Asbestos and Mold

VII. Property Photographs

117 NW 16th Terrace, Ocala, FL 34475


Exterior(001) A-Wall


Exterior(001) B-Wall


Exterior(001) C-Wall


Exterior(001) D-Wall

VIII. License/Certification

United States Environmental Protection Agency

This is to certify that

Debra L Koontz

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint activities pursuant to 40 CFR Part 745.226 as:

Inspector

In the Jurisdiction of:

All EPA Administered Lead-based Paint Activities Program States, Tribes and Territories

This certification is valid from the date of issuance and expires May 13, 2027

LBP-I-I191376-2
Certification #

January 24, 2024
Issued On

Adrienne Priselac, Manager, Toxics Office
Land Division

United States Environmental Protection Agency

This is to certify that

Debra L Koontz

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint activities pursuant to 40 CFR Part 745.226 as:

Risk Assessor

In the Jurisdiction of:

All EPA Administered Lead-based Paint Activities Program States, Tribes and Territories

This certification is valid from the date of issuance and expires September 06, 2024

LBP-R-I191376-2
Certification #

August 18, 2021
Issued On

Adrienne Priselac, Manager, Toxics Office
Land Division

IX. XRF Performance Characteristics Sheet

Performance Characteristic Sheet

EFFECTIVE DATE: October 24, 2000 **EDITION NO.:** 4

MANUFACTURER AND MODEL:

Make: *Radiation Monitoring Devices*
Model: *LPA-1*
Source: ^{57}Co
Note: This sheet supersedes all previous sheets for the XRF instrument of the make, model, and source shown above ***for instruments sold or serviced after June 26, 1995. For other instruments, see prior editions.***

FIELD OPERATION GUIDANCE

OPERATING PARAMETERS

Quick mode or nominal 30-second standard mode readings.

XRF CALIBRATION CHECK LIMITS

0.7 to 1.3 mg/cm^2 (inclusive)

SUBSTRATE CORRECTION:

For XRF results below 4.0 mg/cm^2, substrate correction is recommended for:

Metal using 30-second standard mode readings.

None using quick mode readings.

Substrate correction is not needed for:

Brick, Concrete, Drywall, Plaster, and Wood using 30-second standard mode readings

Brick, Concrete, Drywall, Metal, Plaster, and Wood using quick mode readings

THRESHOLDS:

30-SECOND STANDARD MODE READING DESCRIPTION	SUBSTRATE	THRESHOLD (mg/cm^2)
Results corrected for substrate bias on metal substrate only	Brick	1.0
	Concrete	1.0
	Drywall	1.0
	Metal	0.9
	Plaster	1.0
	Wood	1.0

QUICK MODE READING DESCRIPTION	SUBSTRATE	THRESHOLD (mg/cm^2)
Readings not corrected for substrate bias on any substrate	Brick	1.0
	Concrete	1.0
	Drywall	1.0
	Metal	1.0
	Plaster	1.0
	Wood	1.0

BACKGROUND INFORMATION

EVALUATION DATA SOURCE AND DATE:

This sheet is supplemental information to be used in conjunction with Chapter 7 of the HUD *Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing* ("HUD Guidelines"). Performance parameters shown on this sheet are calculated from the EPA/HUD evaluation using archived building components. Testing was conducted on approximately 150 test locations in July 1995. The instrument that performed testing in September had a new source installed in June 1995 with 12 mCi initial strength.

OPERATING PARAMETERS:

Performance parameters shown in this sheet are applicable only when properly operating the instrument using the manufacturer's instructions and procedures described in Chapter 7 of the HUD Guidelines.

XRF CALIBRATION CHECK:

The calibration of the XRF instrument should be checked using the paint film nearest 1.0 mg/cm^2 in the NIST Standard Reference Material (SRM) used (e.g., for NIST SRM 2579, use the 1.02 mg/cm^2 film).

If readings are outside the acceptable calibration check range, follow the manufacturer's instructions to bring the instruments into control before XRF testing proceeds

SUBSTRATE CORRECTION VALUE COMPUTATION

Chapter 7 of the HUD Guidelines provides guidance on correcting XRF results for substrate bias. Supplemental guidance for using the paint film nearest 1.0 mg/cm^2 for substrate correction is provided:

XRF results are corrected for substrate bias by subtracting from each XRF result a correction value determined separately in each house for single-family housing or in each development for multifamily housing, for each substrate. The correction value is an average of XRF readings taken over the NIST SRM paint film nearest to 1.0 mg/cm^2 at test locations that have been scraped bare of their paint covering. Compute the correction values as follows:

Using the same XRF instrument, take three readings on a bare substrate area covered with the NIST SRM paint film nearest 1 mg/cm^2. Repeat this procedure by taking three more readings on a second bare substrate area of the same substrate covered with the NIST SRM.

Compute the correction value for each substrate type where XRF readings indicate substrate correction is needed by computing the average of all six readings as shown below.

For each substrate type (the 1.02 mg/cm^2 NIST SRM is shown in this example; use the actual lead loading of the NIST SRM used for substrate correction):

Correction value = (1st + 2nd + 3rd + 4th + 5th + 6th *Reading*) / 6 - 1.02 mg/cm^2

Repeat this procedure for each substrate requiring substrate correction in the house or housing development.

EVALUATING THE QUALITY OF XRF TESTING:

Randomly select ten testing combinations for retesting from each house or from two randomly selected units in multifamily housing. Use either 15-second readings or 60-second readings.

Conduct XRF re-testing at the ten testing combinations selected for retesting.

Determine if the XRF testing in the units or house passed or failed the test by applying the steps below.

Compute the Retest Tolerance Limit by the following steps:

Determine XRF results for the original and retest XRF readings. Do not correct the original or retest results for substrate bias. In single-family housing a result is defined as the average of three readings. In multifamily housing, a result is a single reading. Therefore, there will be ten original and ten retest XRF results for each house or for the two selected units.

Calculate the average of the original XRF result and retest XRF result for each testing combination.

Square the average for each testing combination.

Add the ten squared averages together. Call this quantity C.

Multiply the number C by 0.0072. Call this quantity D.

Add the number 0.032 to D. Call this quantity E.

Take the square root of E. Call this quantity F.

Multiply F by 1.645. The result is the Retest Tolerance Limit.

Compute the average of all ten original XRF results.

Compute the average of all ten re-test XRF results.

Find the absolute difference of the two averages.

If the difference is less than the Retest Tolerance Limit, the inspection has passed the retest. If the difference of the overall averages equals or exceeds the Retest Tolerance Limit, this procedure should be repeated with ten new testing combinations. If the difference of the overall averages is equal to or greater than the Retest Tolerance Limit a second time, then the inspection should be considered deficient.

Use of this procedure is estimated to produce a spurious result approximately 1% of the time. That is, results of this procedure will call for further examination when no examination is warranted in approximately 1 out of 100 dwelling units tested.

BIAS AND PRECISION:

Do not use these bias and precision data to correct for substrate bias. These bias and precision data were computed without substrate correction from samples with reported laboratory results less than 4.0 mg/cm^2 lead. The data which were used to determine the bias and precision estimates given in the table below have the following properties. During the July 1995 testing, there were 15 test locations with a laboratory-reported result equal to or greater than 4.0 mg/cm^2 lead. Of these, one 30-second standard mode reading was less than 1.0 mg/cm^2 and none of the quick mode readings were less than 1.0 mg/cm^2. The instrument that tested in July is representative of instruments sold or serviced after June 26, 1995. These data are for illustrative purposes only. Actual bias must be determined on the site. Results provided above already account for bias and precision. Bias and precision ranges are provided to show the variability found between machines of the same model.

30-SECOND STANDARD MODE READING MEASURED AT	SUBSTRATE	BIAS (mg/cm^2)	PRECISION* (mg/cm^2)
0.0 mg/cm^2	Brick	0.0	0.1
	Concrete	0.0	0.1
	Drywall	0.1	0.1
	Metal	0.3	0.1
	Plaster	0.1	0.1
	Wood	0.0	0.1
0.5 mg/cm^2	Brick	0.0	0.2
	Concrete	0.0	0.2
	Drywall	0.0	0.2
	Metal	0.2	0.2
	Plaster	0.0	0.2
	Wood	0.0	0.2
1.0 mg/cm^2	Brick	0.0	0.3
	Concrete	0.0	0.3
	Drywall	0.0	0.3
	Metal	0.2	0.3
	Plaster	0.0	0.3
	Wood	0.0	0.3
2.0 mg/cm^2	Brick	-0.1	0.4
	Concrete	-0.1	0.4
	Drywall	-0.1	0.4
	Metal	0.1	0.4
	Plaster	-0.1	0.4
	Wood	-0.1	0.4

*Precision at 1 standard deviation.

CLASSIFICATION RESULTS:

XRF results are classified as positive if they are greater than the upper boundary of the inconclusive range, and negative if they are less than the lower boundary of the inconclusive range, or inconclusive if in between. The inconclusive range includes both its upper and lower bounds. Earlier editions of this *XRF Performance Characteristics Sheet* did not include both bounds of the inconclusive range as "inconclusive." While this edition of the Performance Characteristics Sheet uses a different system, the specific XRF readings that are considered positive, negative, or inconclusive for a given XRF model and substrate remain unchanged, so previous inspection results are not affected.

DOCUMENTATION:

An EPA document titled *Methodology for XRF Performance Characteristic Sheets* provides an explanation of the statistical methodology used to construct the data in the sheets, and provides empirical results from using the recommended inconclusive ranges or thresholds for specific XRF instruments. For a copy of this document call the National Lead Information Center Clearinghouse at 1-800-424-LEAD. A HUD document titled *A Nonparametric Method for Estimating the 5th and 95th Percentile Curves of Variable-Time XRF Readings Based on Monotone Regression* provides supplemental information on the methodology for variable-time XRF instruments. A copy of this document can be obtained from the HUD lead web site, www.hud.gov/lea.

This edition of the XRF Performance Characteristic Sheet was developed by QuanTech, Inc., under a contract from the U.S. Department of Housing and Urban Development (HUD). HUD has determined that the information provided here is acceptable when used as guidance in conjunction with Chapter 7, Lead-Based Paint Inspection, of HUD's *Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing*

X. Glossary

Abatement: A measure or set of measures designed to permanently eliminate lead-based paint hazards or lead based paint. Abatement strategies include the removal of lead-based paint, enclosure, encapsulation, replacement of building components coated with lead-based paint, removal of lead-contaminated dust, and removal of lead-contaminated soil or overlaying of soil with a durable covering such as asphalt (grass and sod are considered interim control measures). All of these strategies require preparation, cleanup, waste disposal, post-abatement clearance testing, record keeping, and, if applicable, monitoring. See also **Complete Abatement** and **Interim controls**.

Accreditation: A formal recognition certifying that an organization, such as a laboratory, is competent to carry out specific tasks or types of tests.

Accuracy: The degree of agreement between an observed value and an accepted reference value (a "true" value); a data quality indicator. Accuracy includes a combination of random errors (Precision) and systematic errors (bias) due to sampling and analysis.

Bare soil: Soil not covered with grass, sod, some other similar vegetation, or paving, including the sand in sandboxes.

Building component: Any element of a building that may be painted or have dust on its surface, e.g. walls, stair treads, floors, railings, doors, widowsills, etc.

Certification: The process of testing and evaluating against certain specifications the competence of a person, organization, or other entity in performing a function or service, usually for a specified period of time.

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

Chewable surface: See **Chewed 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 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 clean lead-contaminated dust from a surface.

Clearance examination: Visual examination and collection of environmental samples by an inspector or risk assessor, or, in some circumstances, a Sampling Technician, 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). The clearance examination is performed to ensure 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 (e.g. hallways or lobbies). In general, any area not kept locked.

Composite sample: A single sample made up of individual subsamples. Analysis of a composite sample produces the arithmetic mean of all subsamples.

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

Deteriorated lead-based paint: Any lead-based paint coating on a damaged or deteriorated surface or fixture, or any interior or exterior lead-based paint that is peeling, chipping, flaking, worn, chalking, alligatoring, cracking, or otherwise becoming separated from the substrate.

Disposal (of waste): The discharge, deposit, injection, dumping, spilling, leaking, or placement of solid or liquid waste on land or in water so that none of its constituents can pollute the environment by being emitted into the air or discharged into a body of water, including groundwater.

Encapsulation: Any covering or coating that acts as a barrier between lead-based paint and the environment, the durability of which relies on adhesion and the integrity of the existing bonds between multiple layers of paint and between the paint and the substrate. See also **Enclosure**.

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

Evaluation: Risk assessment, paint inspection, reevaluation, investigation, clearance examination, or risk assessment screen.

Examination: See **Clearance Examination**.

Federal Register (FR): A daily Federal publication that contains proposed and final regulations, rules, and notices.

Impact Surface: An interior or exterior surface (such as surfaces on doors) subject to damage by repeated impact or contact.

Inspection (of paint): A surface-by-surface investigation to determine the presence of lead-based paint (in some cases including dust and soil sampling) and a report of the results.

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, conducted by Owners, and reevaluations, conducted by professionals, are integral elements of interim control. Interim controls include dust removal, paint film stabilization, treatment of friction and impact surfaces, installation of soil coverings such as grass or sod, and land use controls. See also **Monitoring**, **Reevaluations**, and **Abatement**.

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.

Latex: A waterborne emulsion paint made with synthetic binders, such as 100% acrylic, vinyl acrylic, terpolymer, or styrene acrylic. A stable emulsion of polymers and pigment in water.

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

Lead-based paint: Any paint, varnish, shellac, or other coating that contains lead equal to or greater than 1.0 mg/cm2 (milligrams of lead per square centimeter of surface) as measured by XRF or laboratory analysis, or 0.5% by weight (5,000ug/g, 5,000 ppm (parts per million), or 5,000 mg/kg) as measured by laboratory analysis (Local definitions may vary.)

Lead-based paint hazard: A condition in which exposure to lead from lead-contaminated dust, lead-contaminated soil, or deteriorated lead-based paint would have an adverse effect on human health (as established by the EPA Administrator under Title IV of the Toxic Substances Control Act). Lead-based paint hazards include, for example, deteriorated lead-based paint, leaded dust levels above applicable standards. And bare leaded soil above applicable standards.

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

Lead-contaminated dust: Surface dust in residences that contains an area concentration of lead in excess of the standard established by the EPA Administrator, pursuant to Title IV of the Toxic Substances Control Act. As of April 01, 2017, EPA standards for lead dust for risk assessments are ≥10 ug/ft2 (micrograms of lead per square foot) for floors, and ≥100 ug/ft2 for interior windowsills. The EPA standard for clearance are <10 ug/ft2 for floors, 100 ug/ft2 for windowsills, and 100 ug/ft2 for window troughs. Porch floors are also wiped during final clearance, with a lead dust clearance action level of <40 ug/ft2.

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 standard is 400 ug/g in play areas and 1,200 ug/g in the rest of the property.

Leaded dust: See **Lead-contaminated dust**.

Licensed: Holding a valid license or certification issued by the EPA or by an EPA-approved State program pursuant to Title IV of the Toxic Substances Control Act. The license is based on certification for lead-based paint hazard control work. See also **Certified**.

Maintenance: Work intended to maintain adequate living conditions in a dwelling, which has the potential to disturb lead-based paint or paint that is suspected of being lead-based.

Mean: The arithmetic average of a series of numerical data values. For example, the algebraic sum of the data values divided by the number of data values.

Microgram (ug): 1/1,000,000 of a gram. Used to measure weight.

Monitoring: Surveillance to determine (1) that know or suspected lead-based paint is not deteriorating, (2) that lead-based paint hazard controls, such as paint stabilization, enclosure, or encapsulation have not failed, and (3) that structural problems do not threaten the integrity of hazard controls.

Owner: A person, firm, corporation, guardian, conservator, receiver, trustee, executor, government agency or entity, or other judicial officer who, alone or with others, owns, holds, or controls the freehold or leasehold title or part of the title to property, with or without actually possessing it. This definition includes a vendee who possesses the titl, but does not include a mortgagee or an Owner of a reversionary interest under a ground rent lease.

Paint inspector: An individual who has completed training from an accredited program and been licensed or certified by the appropriate State or local agency to (1) perform inspections to determine and report the presence of lead-based paint on a surface-by-surface basis through onsite testing, (2) report the findings of such an inspection, (3) collect environmental samples for laboratory analysis, (4) perform clearance testing, and optionally (5) document successful compliance with lead-based paint hazard control requirements or standards.

Paint removal: An abatement strategy that entails the removal of lead-based paint from surfaces. For lead hazard control work, this can mean using chemicals, heat guns below 1,100° F, and certain contained abrasive methods. Open-flame burning, open-abrasive blasting, sandblasting, extensive dry scraping, and stripping in a poorly ventilated space using a volatile stripper are prohibited paint removal methods. Hydroblasting is not recommended.

Plastic: See **Polyethylene plastic**.

Polyethylene plastic: All references to polyethylene plastic refer to 6 mil plastic sheeting or polyethylene bags (or double bags if using 4 mil polyethylene bags), or any other thick plastic material shown to demonstrate at least the equivalent dust contamination performance. Plastic used to contain waste should be capable of completely containing the waste and, after being properly sealed, should remain leak tight with no visible signs of discharge during movement or relocation.

Polyurethane: An exceptionally hard and wear-resistant coating (created by the reaction of polyols with a multifunctional isocyanate). Often used to seal wood floors following lead-based paint hazard control work and cleaning.

Reevaluation: In lead hazard control work, the combination of a visual assessment and collection of environmental samples preformed by a certified risk assessor to determine if a previously implemented lead-based paint hazard control measure is still effective and if the dwelling remains lead-safe.

Removal: See **Paint removal**.

Renovation: Work that involves construction and/or 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 coated with lead-based paint (such as windows, doors, and trim) and the installation of new components free of lead-based paint.

Resident: A person who lives in a dwelling.

Risk assessment: An onsite investigation of a residential dwelling to discover any lead-based paint hazards. Risk assessments include an investigation of the age, history, management, and maintenance of the dwelling, and the number of children under age 6 and women of childbearing age who are residents; a visual assessment; limited environmental sampling (i.e. collection of dust wipe samples, soil samples, and deteriorated paint samples); and preparation of a report identifying acceptable abatement and interim control strategies based on specific conditions.

Risk assessor: A certified individual who has completed training with 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.

Site: The land or body of water where a facility is located or an activity is conducted. The site includes adjacent land used in connection with the facility or activity.

Soil: See **Bare soil**.

Spectrum analyzer: A type of XRF analyzer that provides the operator with a plot of the energy and intensity, or counts of both K and L x-ray spectra, as well as a calculated lead concentration. See also **XRF analyzer**.

Standard deviation: A measure of the precision of a reading. The spread of the deviation from the mean. The smaller the standard deviation, the more precise the analysis. The standard deviation is calculated by first obtaining the mean, or the arithmetic average, of all of the readings. A formula is then used to calculate how much the individual values vary from the mean – the standard deviation is the square root of the arithmetic average of the squares of the deviation from the mean. Many hand calculators have an automatic standard deviation function. See also **Mean**.

Subsample: A representative portion of a sample. A subsample may be either a field sample or a laboratory sample. A subsample is often combined with other subsamples to produce a composite sample. See also **Composite sample**.

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.

Substrate effect: The radiation returned to an XRF analyzer by the paint, substrate, or underlying material, in addition to the radiation returned by any lead present. This radiation, when counted as lead x-rays by an XRF analyzer contributes to substrate equivalent lead (bias). The inspector may have to compensate for this effect when using XRF analyzers. See also **XRF analyzer**.

Substrate Equivalent Lead (SEL): The XRF measurement taken on an unpainted surface, used to calculate the corrected lead concentration on a surface by using the following formula: Apparent Lead Concentration-Substrate Equivalent Lead = Corrected Lead Concentration. See also **XRF analyzer**.

Target housing: Any residential unit constructed before 1978, except dwellings that do not contain bedrooms or dwellings that were developed specifically for the elderly or persons with disabilities, unless a child younger than 6 resides or is expected to reside in the dwelling. In the case of jurisdictions that banned the sale or use of lead-based paint befor 1978, the Secretary of HUD may designate an earlier date for defining target housing.

Test location: A specific area on a testing combination where XRF instruments will test for lead-based paint.

Trained: Successful completion of a training course in a particular discipline. For lead hazards control work, the training course must be accredited by the EPA or by an EPA-approved State program, pursuant to Title IV of the Toxic Substances Control Act.

Treatment: In residential lead-based paint hazard control work, any method designed to control lead-based paint hazards. Treatment includes interim controls, abatement, and removal.

Trough: See **Window trough**.

Windowsill: See **Interior windowsill**.

Window trough: For a typical double-hung widow, the portion of the exterior windowsill between the interior windowsill (or stool) and the frame of the storm window. If there is no storm window, the window trough is the area that receives both the upper and lower window sashes when they are both lowered. Sometimes inaccurately called the window “well”.

Worker: An individual who has completed training in an accredited program to perform lead-based paint hazard control in housing.

Worksite: Any interior or exterior area where lead-based paint hazard control work takes place.

XRF analyzer: An instrument that determines lead concentration in milligrams per square centimeter (mg/cm3) using the principle of x-ray fluorescence (XRF). Two types of field portable XRF analyzers are used – direct readers and spectrum analyzers. For this lead-based paint inspection, the term XRF analyzer only refers to portable instruments manufactured to analyze paint, that have a HUD Performance Characteristic Sheet, and are interpreted in accordance with the Performance Characteristic Sheet. It does not refer here to laboratory-grade units or portable instruments designed to analyze soil.

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MOLD ASSESSMENT REPORT

PREPARED FOR THE FOLLOWING PROPERTY:

Shanta Norton
117 NW 16th Terrace
Ocala, FL 34475
352-875-2245

PERFORMED ON:

April 15, 2024

PERFORMED AND PREPARED BY:

Chris Ritko
Licensed Florida Mold Assessor
MRSA2640

TABLE OF CONTENTS

I. INTRODUCTION

DK Environmental & Construction Services, Inc. (DKE) conducted a preliminary non-intrusive mold assessment of the accessible living spaces of the Interior inspected area(s) of the property, and has prepared this report summarizing our assessment findings and laboratory results. Air and surface sampling were performed in Interior inspected area(s) of the property, along with one (1) Exterior baseline/control air sample.

The purpose of this assessment was to identify the presence or absence of mold growth and conditions conducive to mold growth, and to determine the Interior air quality as it relates to mold. Information obtained through visual inspection and microscopic analysis of air sampling was used to determine the property's interior conditions. DKE follows the Indoor Environmental Standards Organization (IESO) sampling protocols.

The following is a summary of this inspection's findings:

- **Visible microbial growth was observed in Interior inspected area(s) of the property.**
- **Interior air sample(s) was/were found to contain elevated spore counts.**
- **Surface sample(s) taken in Interior inspected area(s) of the property was/were found to contain elevated spore counts.**
- **Mold remediation is recommended and outlined in the "Protocols" section of this report.**

An explanation of the above-listed summary can be found in this report. If you have any questions after reviewing this report, please call us at 407-614-4572.

II. SCOPE OF WORK & METHODS

Non-Intrusive Visual Inspection:

A visual inspection with the use of a FLIR™ E6 infrared thermal imaging camera and a FLIR™ MR77 moisture meter was performed in the Interior inspected area(s) of the property to identify suspect conditions and potential moisture source locations. Digital and infrared photographs were taken as necessary to support inspection findings.

Air Sampling and Analysis:

Air samples were collected in Interior inspected area(s) of the property to determine indoor air quality relating to microbial contamination using Buck BioAire™ Model B520 Sampling Pumps with Allergenco D™ Spore Traps. The samples were collected for a five-minute period with a calibrated flow rate of 15 liters per minute for a total sample of 75 liters in accordance with the manufacturer's recommendations.

The Allergenco D™ Spore Trap is a sampling device designed for the rapid collection and quantitative analysis of a wide range of airborne aerosols. It collects non-viable particulate such as mold spores, pollen, insect parts, skin cell fragments, fibers (asbestos, fiberglass, cellulose, etc.) and inorganic particles.

The air sampling methodology utilized for this project was designed to quantify the respective airborne presence of fungal spores in the Interior living spaces in relationship to what is naturally occurring outdoors, commonly referred to as normal fungal ecology.

Air sampling was performed in Interior inspected area(s) of the property. One (1) Exterior baseline/control air sample was collected for comparison purposes. After sample collection the cassettes were re-sealed delivered to a third-party independent laboratory for direct microscopic examination. There, a microbiologist examined the slides to identify the type, and determine the airborne concentration of, fungal spores present. Spore identification is to genus level unless otherwise specified.

III. SUMMARY OF PHYSICAL ANALYSIS

Inspection activities performed by DKE indicate the following conditions at the property, as existing at the time and date of sample collection and observations:

Exterior/Interior Temperature and Relative Humidity:

Exterior Weather Conditions	Exterior Temperature (°F)	Exterior Relative Humidity (%)
Sunny, mild wind	70.3	63.5

ASHRAE (American Society of Heating, Refrigerating and Air Conditioning Engineers) recommends an indoor temperature of 68.5°F - 76.5°F, and an indoor relative humidity level of 30% - 60%. The following table lists the relevant conditions observed during the inspection:

Interior Room Name	Temperature (°F)	Relative Humidity (%)
Interior Inspected Area(s)	75.2	57.7
Levels that fall outside of recommended parameters are identified in **red**.		

Microbial Airborne Activity:

One (1) Exterior baseline/control air sample was collected in the same manner as Interior air sample(s). As of this writing, no government agencies have determined the amount of mold spores a person can be exposed to before health problems occur. Interior air quality should be “equal to or less than” the Exterior air quality in order to be safe for human occupancy. Please see the “Summary of Laboratory Analysis” and “Laboratory Analysis Report” for air sampling results.

PROPERTY INTERIOR

Cause of Loss:

Client-Defined Suspected Cause of Loss	Has Been Repaired?
Roofing system leaks	No

Please see the "Site Photographs" section in this report for the specific locations of impacted surfaces and substrates, if any, documented below:

Microbial Surface Activity:

•Suspected microbial growth was observed on building components in Interior inspected area(s) of the property. Surface sampling was taken of suspected growth for identification purposes.

Visual Inspection:

•Visible water damage was observed on building components in Interior inspected area(s) of the property.

Elevated Moisture Content:

Interior Room Name	Drying Standard	Location	Moisture Content (%)
Master Bathroom Closet	**>15%**	Exposed wood roof decking	**85.4**
Levels that fall outside of recommended parameters are identified in **red**.			

Note: It is generally accepted that wood rots when it contains 15% or greater moisture content (MC). Therefore, a reading at or above 15% MC in any organic building material indicates a hazardous condition which should be investigated further. Generally, moisture content below 15% inhibits growth of both destructive fungi and surface fungi.

IV. SUMMARY OF LABORATORY ANALYSIS

Airborne Mold Spores by Spore Trap Technique and/or Surface Sampling by Tape/Swab			
Sample Number	**Location**	**Elevated Fungal Species**	**Spores/M3***
Allergenco D Spore Trap 5576191	Exterior West Wall Baseline/Control Sample Collected at Breathing Level	Aspergillus/Penicillium	90
		Basidiospores	5720
		Stachybotrys/Memnoniella	0
		Total Spore Count/M3	7340
Allergenco D Spore Trap 5576200	Interior Master Bathroom Preliminary Sample Collected at Breathing Level	Aspergillus/Penicillium	**16100**
		Basidiospores	**7770**
		Stachybotrys/Memnoniella	300
		Total Spore Count/M3	24640
Allergenco D Spore Trap 5576205	Interior Kitchen Preliminary Sample Collected at Breathing Level	Aspergillus/Penicillium	**1100**
		Total Spore Count/M3	6900
Allergenco D Spore Trap 5576211	Interior Sitting Room Preliminary Sample Collected at Breathing Level	Stachybotrys/Memnoniella	40
		Total Spore Count/M3	2930
Bio-Tape 117-1	Interior Master Bathroom Closet Preliminary Sample Collected from drywall ceiling	Aspergillus/Penicillium	**High**
		Stachybotrys/Memnoniella	**High**
		Total Spore Count/M3	>1000
*Spores/M3 results listed in **red** represent levels significantly higher than outside air (Spore Trap), or a “Heavy” or “Very Heavy” spore estimate (Tape or Swab).			

Please refer to the “Laboratory Analysis Report” for further interpretation of these results.

- **Interior air sample(s) was/were found to contain elevated spore counts.**

- **Surface sample(s) taken in Interior inspected area(s) of the property was/were found to contain elevated spore counts.**

According to Florida Title XXXII, Part XVI, ss. 468.84-468.8424, mold assessment and remediation need not be performed by Florida-licensed assessors and remediators if the mold-affected area is less than or equal to 10 square feet. However, due to the possibility of identifying additional mold-affected square footage during the remediation process, as well as the potential for cross-contamination due to improper remediation techniques, inadequate containment, etc., DKE recommends the use of Florida-licensed mold assessors and remediators for the assessment, remediation, and post-remediation verification for all mold projects, regardless of visible square footage.

As of this writing, no government agencies have determined the amount of mold spores a person can be exposed to before health problems occur. The indoor air quality should be “equal to or less than” the outside air quality in order to be safe for human occupancy.

Air sample results indicating a non-elevated spore concentration should not be construed as a guarantee or warranty against current or future microbial growth. Laboratory results are reflective of air quality conditions in Interior inspected area(s) of the property as they specifically relate to airborne fungal spores at the time of sample collection. Air sample collection provides a “snapshot” in time as to what is occurring in the air at the time of sample collection. Any condition that allows for the loss of moisture control, including but not limited to: water intrusion, water vapor condensation, or prolonged elevated indoor humidity (>60%) may result in microbial growth.

V. PROTOCOLS

•Please refer to the “General Recommendations” section of this report when implementing these protocols.

•The contractor performing this work should develop a detailed remediation plan to implement this protocol.

•The following protocol guidelines are guidelines only. They can be modified, with approval of the environmental consultant, if it is believed the modifications will achieve the same or greater levels of worker and environmental protection and expedite remediation. This Protocol is not intended to be a detailed step-by-step outline of how to perform mold remediation. Rather, its purpose is to provide a general outline of how such projects should be handled. Work zones are often expanded based on the extent of “hidden damage" that is exposed when opening wall cavities, removing cabinetry, etc.

•The remediation contractor is solely responsible for protection of health, safety, and the environment at the job site. The remediation contractor is solely responsible for all required training and licensure related to any work covered by this Mold Remediation Protocol. The remediation contractor shall re-clean at his expense if the post remediation samples fail or if the final visual inspection fails. This process of re-cleaning shall continue at the contractor's expense until a successful post remediation evaluation is achieved.

•This section shall not be applicable if there are special or unusual contamination conditions discovered during the remediation activities that would substantially change or affect the post-remediation evaluation.

1. SUMMARY OF AREAS REQUIRING REMEDIATION/REPAIR

•Interior Living Areas (General)

•HVAC System(s)

2. REMEDIATION PROCESS

•Seal off all areas of the property where remediation will occur with 6-mil plastic by use of a negative air pressure containment system. This system should isolate the work area and prevent the migration of contaminants to the unaffected areas of the property. The Remediation Plan should detail how entry and exit from containment will be accomplished without spreading contaminant.

•Isolate the HVAC system from the work area to minimize the risk of cross contamination. Use portable dehumidification as necessary during the remediation process.

•Seal and protect contents with 6-mil plastic to prevent cross contamination in the property.

•Install an adequate number of HEPA air scrubbers in the affected area to remove airborne spores/particles and to further isolate the environment.

•As dust and debris is generated, it should be immediately cleaned up using HEPA vacuums or other appropriate methods.

INTERIOR LIVING AREAS (GENERAL)

•Remove all affected drywall ceiling and wall.

•Remove all affected insulation.

•Properly bag and dispose of all contaminated waste materials.

•Clean, treat, and encapsulate all newly-exposed wood framing components and roof decking with two coats of an EPA-registered mold resistant coating to prevent mold growth, if applicable. Remove all affected wood framing and decking that cannot be adequately cleaned/treated.

•Clean, scrub, and disinfect all affected areas and contents (walls, ceilings, flooring, closets, baseboard, trim, shelving, picture frames, household goods, clothing, furniture, cabinetry, electronics, appliances, ceiling fans/lights, door components, window components, etc.) within the applicable Interior Living Areas, as necessary, with an EPA-registered antimicrobial/antifungal disinfectant. All components/contents that cannot be adequately treated should be removed/disposed of.

HVAC SYSTEM(S)

•Inspection and cleaning of the HVAC system(s), including air handler(s), ductwork, vents, filters, exhaust systems, etc., by a licensed and insured HVAC contractor is recommended.

- Post-remediation clearance evaluation should be performed by a Florida-licensed Mold Assessor.

- Following post-remediation clearance evaluation, disassemble and bag containment materials. Dispose of containment materials according to proper disposal protocol.

End of Section

VI. GENERAL RECOMMENDATIONS

This report only provides an evaluation of the interior substrate conditions and indoor air quality as they relate to mold and moisture. The following recommendations are meant to provide general remediation procedures based on nationally-accepted standards. These recommendations should not be construed as the only effective methodology for remediation and no warranty is expressed or implied with these recommendations. DKE is independent of any remediation process, and we defer to the qualified remediator for specific repair protocols since the actual remediation process may expose additional areas requiring treatment.

- The goal of the remediation process is to correct all existing moisture conditions that promote mold growth, and to physically remove all mold contaminated/non-restorable materials in accordance with the IICRC S520 mold remediation standard.

- Prior to any remediation, always correct all conditions that have contributed to excess moisture or humidity at the property. Extract any excess water from the property, and remove excess humidity with a professional-grade dehumdifier. Relative humidity must be maintained between 30% - 60% in the work area.

- We recommend Florida-licensed mold remediators with ACAC and/or IICRC certified personnel who are experienced with water damage and microbial remediation solutions perform all remedial activities including intrusive investigation. The remediation company should show proof of licensing/certification, carry mold-specific Errors & Omissions Insurance, General Liability Insurance and Worker's Compensation.

- All remediation workers should be properly licensed/certified. Adequate personal protective equipment (PPE) must be worn when engaging in mold remediation activities. This PPE should include, but is not limited to, N95 respirators, disposable coveralls, non-vented eye goggles, and rubber gloves that extend to mid-forearm.

- Any and all water damaged/mold impacted areas should be in containment. These areas should be sealed off using 6-mil plastic under a negative pressure with the use of negative air machines (NAMs) equipped with high-efficiency particulate air (HEPA) filtration during remedial efforts to prevent potential cross-contamination between the affected and unaffected areas.

- The HVAC system should be isolated from the work area to minimize the risk of cross contamination. Portable dehumidification may be necessary during the remediation process to maintain conditions that will not support additional mold growth.

- Any and all roofing system inspection and work should be performed by a licensed and insured roofing contractor.

- Any and all HVAC system inspection and work should be performed by a licensed and insured HVAC contractor.

- All exterior sprinkler system and downspout discharge should be directed away from property walls/foundations.

•Intrusive investigation should be performed by qualified persons in areas with water damage and/or elevated moisture content to identify the full extent of areas requiring remedial treatment.

•Areas of water damaged and/or stained carpeting that cannot be adequately dried and cleaned should be discarded. Areas of carpet pads that have been wet should always be discarded.

•Areas of wet/water-damaged insulation should be removed.

•Porous building materials (sheetrock, baseboards, tack strips, etc.) that have been water damaged to the point that drying and cleaning will not restore them to their pre-water exposure condition or have sustained loss of integrity should be removed and discarded, whether or not there is visible evidence of fungal growth.

•All non-porous materials and wood surfaces that show visible signs of mold must be cleaned. Sand or use a wire brush on all mold-contaminated surfaces and then wipe the area with disposable wipes. Scrub all mold-contaminated surfaces using a damp cloth and detergent solution until all mold has been removed. Rinse cleaned surfaces with clean water.

•Non-removable, contaminated wood structural supports must be sanded down at least 1/16th of an inch to remove mold prior to fungicidal treatment. Contaminated metal studs must be cleaned with a detergent solution and treated with fungicide. If it is not possible to clean and disinfect the structural item, then it must be removed, disposed of and replaced. Structural supporting members may need the consultation of a structural engineer prior to removal and replacement. Sand or wipe away mold from the top, bottom, front, back, and sides of items. This approach to covering all surfaces must also be utilized when applying fungicide.

•All visible fungi must be physically removed. Areas that have developed fungal growth should be HEPA vacuumed and cleaned thoroughly with an EPA registered product. However, if the mold growth is imbedded within the material and cannot be cleaned, removal of the contaminated materials plus an additional three (3) feet of material beyond the affected area(s) should also be removed and disposed of.

•Contaminated building materials should be removed carefully in as large a section as possible for bagging or wrapping with 6-mil disposal bags or securely wrapped in 6-mil poly sheeting. Bagged materials should be sealed inside a second bag before moving them outside the containment area (double bagging), if they are going to pass through Condition 1 areas.

•All surfaces within the containment should be HEPA vacuumed, damp-wiped with an appropriate EPA registered product, and HEPA vacuumed again.

•Post-remediation verification should be performed by a licensed Mold Assessor prior to any build-back of finish materials.

VII. IN CLOSING

In closing, DKE strongly recommends that any and all biological remediation be conducted following guidelines established by the Institute of Inspection Cleaning and Restoration (IICRC). Their document entitled *IICRC S520 Standard and Reference Guide for Professional Mold Remediation* outlines work practices and equipment to be utilized during the remediation procedure. Also follow recommendations outlined in the US EPA: *Mold Remediation in Schools and Commercial Buildings*, Publication EPA 402-K-01-001.

It is important to note that our findings relating to physical conditions observed during this assessment were not intended nor do they attempt to identify every possible source of contamination, mold or otherwise, in the structure. The assessor is neither insurer nor guarantor against water problems, mold problems or other defects in the subject property or any of its components.

Any measured results, analysis data and/or physical observations made are valid only for the period in which this inspection was conducted. Any additional degradation of building materials or contamination from new or reactivated sources or areas inaccessible at the time of the inspection is not the responsibility of DKE.

Historical events or ambient air conditions that may have existed prior to this inspection cannot be correlated in any way with the enclosed data. No warranty, real or implied, is made as to what was or is the exact cause or source that may have adversely affected the indoor air quality.

If you have any questions after reviewing this report, please call us at 407-614-4572. We are happy to help as your good health and comfort is our goal.

Thank You,

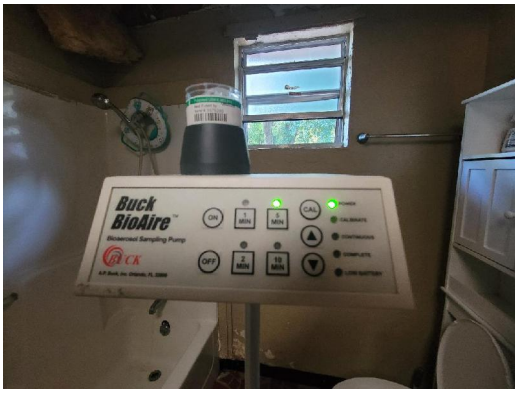
Debra Koontz

Debra Koontz, President
DK Environmental & Construction Services, Inc.

VIII. SITE PHOTOGRAPHS


Calibration prior to testing

Exterior West wall baseline

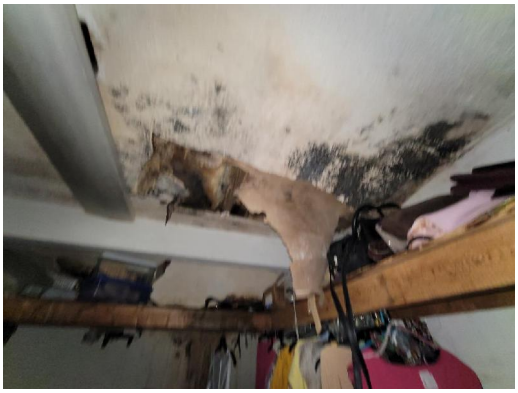


Interior Master Bathroom sample

Interior Kitchen sample

Interior Sitting Room sample


Interior Master Bathroom
Drywall ceiling, insulation, wood framing
Visible water damage
Visible microbial growth



Interior Master Bathroom Closet
Drywall ceiling

Interior Master Bathroom Closet
East drywall wall, wood roof decking
Visible water damage
Visible microbial growth

Interior Master Bathroom Closet
Exposed wood roof decking
Elevated moisture content (85.4%)

Interior Kitchen
South drywall ceiling, insulation
Visible water damage
Visible microbial growth

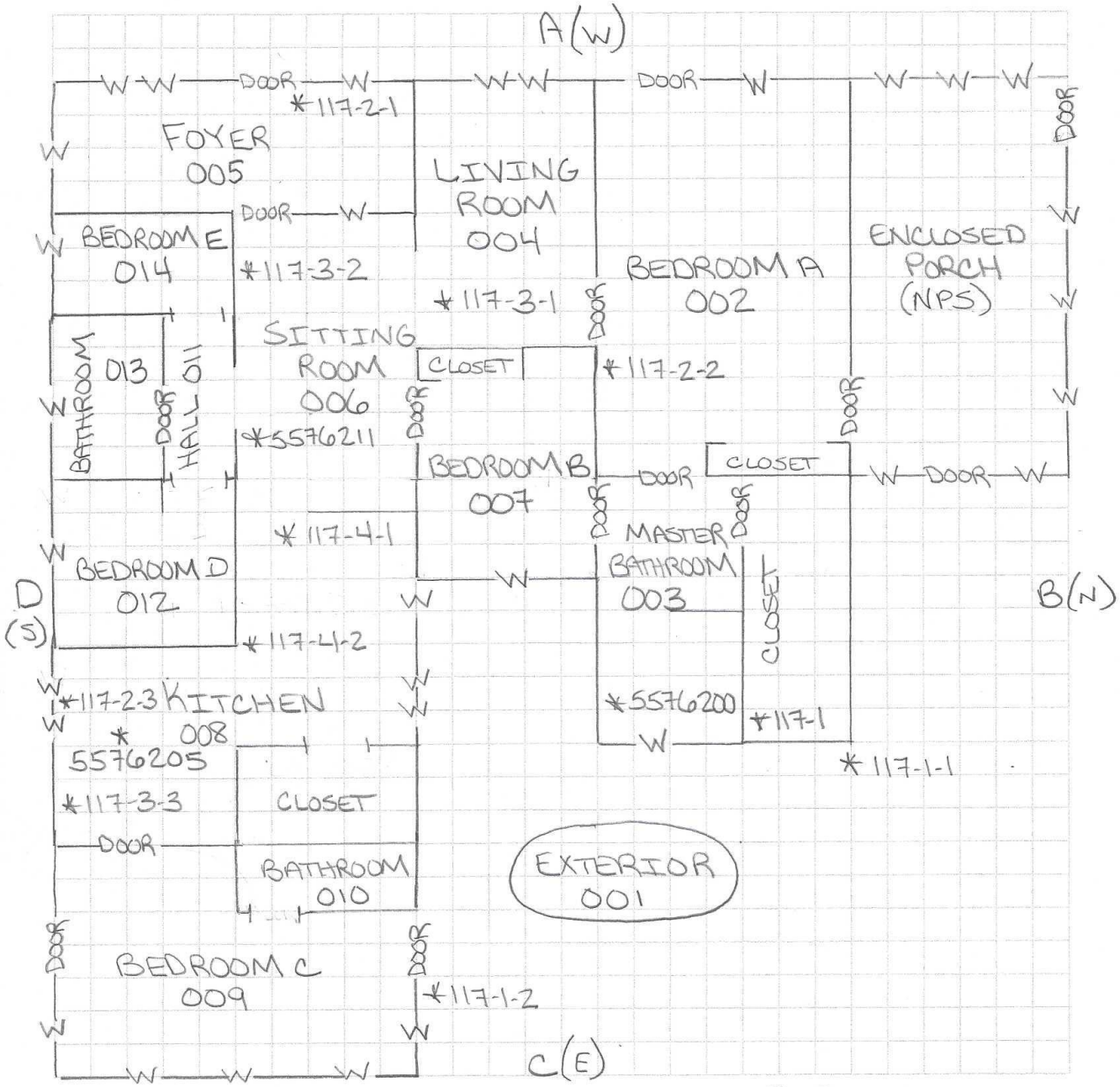
Interior Sitting Room
South drywall ceiling
Visible water damage
Visible microbial growth

Interior Foyer
South drywall ceiling
Visible water damage
Visible microbial growth

IX. SITE PLAN

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

SITE PLAN



Case # 0415

Address 117 NW 18th Terrace
Ocala, FL 34475

Lead, Asbestos and Mold

X. DEFINITIONS

Airborne: supported especially by aerodynamic forces or propelled through the air by force.

Air filtration device (AFD): depending on the mode of use, an AFD that filters (usually HEPA) and recirculates air is referred to as an air scrubber. One that filters air and creates negative pressure is referred to as a negative air machine (NAM).

Allergens: substances that act as antigens producing an allergy.

Assessment: a process performed by an indoor environmental professional (IEP) that includes the evaluation of data obtained from a building history and inspection to formulate an initial hypothesis about the origin, identity, location and extent of amplification of mold contamination. If necessary, a sampling plan is developed, and samples are collected and sent to a qualified laboratory for analysis. The subsequent data is interpreted by the IEP. Then, the IEP, or other qualified individual, may develop a remediation plan.

Condition 1 (*normal fungal ecology*): an indoor environment that may have settled spores, fungal fragments or traces of actual growth whose identity, location and quantity are reflective of a normal fungal ecology for a similar indoor environment.

Condition 2 (***settled spores***): an indoor environment which is primarily contaminated with settled spores that were dispersed directly or indirectly from a Condition 3 area, and which may have traces of actual growth.

Condition 3 (*actual growth*): an indoor environment contaminated with the presence of actual mold growth and associated spores. Actual growth includes growth that is active or dormant, visible or hidden.

Containment: a precaution used to minimize cross-contamination from affected to unaffected areas by traffic or material handling. Containment normally consists of 6-mil polyethylene sheeting, often in combination with negative air pressure, to prevent cross-contamination.

Contaminated (contamination): the presence of indoor mold growth or mold spores, whose identity, location and quantity are not reflective of a *normal fungal ecology* for similar indoor environments, and which may produce adverse health effects, cause damage to materials or adversely affect the operation or function of building systems.

Cross-contamination: the spread of a source or sources of contamination from an affected area to an unaffected area.

Dew Point Temperature: the temperature at which water vapor begins, or would begin, to condense.

Fungus (plural "fungi"): one of the kingdoms into which living things are categorized. Fungi have distinct nuclei and include a variety of types, such as molds, yeasts, and mushrooms.

Genus: a taxonomic category ranking below a family and above a species.

HEPA: an acronym for "high efficiency particulate air/arrestance", which describes an air filter that removes 99.97% of particles at 0.3 microns in diameter.

HVAC: an acronym for Heating, Ventilation, and Air Conditioning.

Indoor Environmental Professional (IEP): an individual who is qualified by knowledge, skill, education, training, certification and experience to perform an assessment of the fungal ecology of structures, systems and contents at a job site, create a sampling strategy, sample the indoor environment and submit to an appropriate laboratory, interpret laboratory data and determine Condition 1, 2, or 3 for the purpose of establishing a scope of work and verifying the return of the job site to Condition 1.

Inspection: the gathering of information regarding the mold and moisture status of the building, system, contents or area in question.

Materially-interested parties: an individual or entity substantially and directly affected by a mold remediation project.

MERV: MERV is an acronym for Minimum Efficiency Reporting Value. The MERV rating is a measure of the minimum efficiency of an air filter when dealing with particulate sizes between 0.3 to 10 microns.

Micron: one-millionth of a meter - also known as a micrometer.

Mold: a group of microscopic organisms that are part of the Fungi Kingdom. They generally reproduce by means of spores and are ubiquitous. Often, the terms mold and fungi are used interchangeably.

MVOC's: Microbial Volatile Organic Compounds - Some compounds produced by molds are volatile and are released directly into the air.

Mycelium: the vegetative part of a fungus consisting of a mass of branching threadlike structures.

Mycotoxin: Toxic compounds produced by certain fungi. Some mycotoxins cling to the surface of mold spores; others may be found within spores. More than 200 mycotoxins have been identified from common molds, and many more remain to be identified.

Normal fungal ecology (Condition 1): an indoor environment that may have settled spores, fungal fragments or traces of actual growth whose identity, location and quantity are reflective of a normal fungal ecology for a similar indoor environment.

Pathogenic: causing or capable of causing disease.

Personal protective equipment (PPE): safety items designed to prevent exposure to potential hazards. Examples include: respirators, gloves, goggles, protective clothing and tools.

Plenum: an air-filled space in a structure that receives air from a blower for distribution (as in a ventilation system).

Post-remediation verification: an inspection and assessment performed by an IEP after a remediation project, which can include visual inspection, odor detection, analytical testing or environmental sampling methodologies to verify that structure, system or contents have been returned to Condition 1.

Preliminary determination: a conclusion drawn from the collection, analysis and summary of information obtained during an initial inspection and evaluation to identify areas of moisture and actual or potential mold growth.

Quality control: activities performed by a remediator that are designed to assure the effectiveness of the advised or suggested.

Relative Humidity: The ratio of the amount of water in the air at a given temperature to the maximum amount it could hold at that temperature; expressed as a percentage.

Remediate: the process of restoring, repairing; regarding mold damage in buildings. The process includes removing damaged materials, replacing them with new materials and correcting the problem(s) that caused the damage.

Spores: the reproductive elements of lower organisms, such as fungi.

Threshold Exposure Limits: Threshold exposure limits for fungal air contaminants for individual occupants have not been established, and because of other factors that affect the exposure levels independent of area (proximity, duration), it is impossible to say with certainty how small an area of visible mold growth is small enough to ignore. It is recommended, therefore, that all visible growth be remediated regardless of area.

Toxicity: the degree to which something is poisonous.

Toxinogenic: toxin-producing fungi or bacteria.

Viable: capable of germination and growth.

Volatile Organic Compounds (VOC's): chemicals which vaporize at room temperature.

XI. REFERENCES

•IICRC S520: Standard and Reference Guide for Professional Mold Remediation 3rd Edition. Institution of Inspection, Cleaning and Restoration Certification. Vancouver, WA. 2015

•IICRC S500: Standard and Reference Guide for Professional Water Damage Restoration 4th Edition. Institution of Inspection, Cleaning and Restoration Certification. Vancouver, WA. 2021

•Recognition, Evaluation and Control of Indoor Mold. American Industrial Hygiene Association. Fairfax, Va. 2008

•Fungal Contamination: A Manual for Investigation, Remediation and Control. Hollace S. Bailey, PE, CIAQP, CIE, CMR. Building Environment Consultants, Inc. Jupiter, FL. 2005

•Bioaerosols: Assessment and Control. Janet Macher, ScD., M.P.H. American Conference of Governmental Industrial Hygienists, Cincinnati, OH. 1998

•Worldwide Exposure Standards for Mold and Bacteria. 8th Edition. Robert C. Brandys, PhD, MPH, PE, CIH, CSP, CMR and Gail M. Brandys, MS, CSP, CMR, CIEC. OEHCS Publications. Hinsdale, IL. 2010

•Post-Remediation Verification and Clearance Testing for Mold and Bacteria – Risk Based Levels of Cleanliness Assurance 5th Edition. Robert C. Brandys, PhD, MPH, PE, CIH, CSP, CMR and Gail M. Brandys, MS, CSP, CMR, CIEC. OEHCS Publications. Hinsdale, IL.

XII. LICENSING

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

MOLD-RELATED SERVICES LICENSING PROGRAM

THE MOLD ASSESSOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 468, FLORIDA STATUTES

RITKO, CHRIS
9007 PAOLOS PLACE
KISSIMMEE FL 34747

LICENSE NUMBER: MRSA2640
EXPIRATION DATE: JULY 31, 2024
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EXPANDED FUNGAL REPORT ™

Prepared Exclusively For

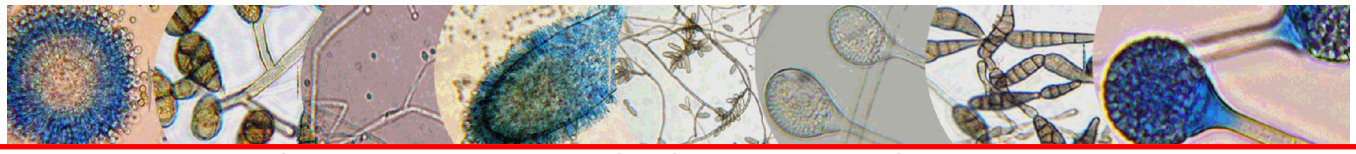
DK Environmental

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

Report Date: **4/16/2024**
Project: **117 NW 16th Terrace Ocala, FL 34475**
EMSL Order: **342407840**

AIHA LAP, LLC.

AIHA LAP, LLCEMLAP #163563



EMSL Analytical, Inc.
3303 PARKWAY CENTER COURT Orlando, FL 32808
Phone: (407) 599-5887 Fax: (407) 599-9063 Web: http://www.EMSL.com Email:orlandolab@emsl.com

Attn: Debbie Koontz
DK Environmental
8786 Sonoma Coast Drive
Winter Garden, FL 34787

EMSL Order: 342407840
Customer ID: DKEN75
Collected: 4/15/2024
Received: 4/16/2024
Analyzed: 4/16/2024

Proj: 117 NW 16th Terrace Ocala, FL 34475

1. Description of Analysis

Analytical Laboratory

EMSL Analytical, Inc. (EMSL) is a nationwide, full service, analytical testing laboratory network providing Asbestos, Mold, Indoor Air Quality, Microbiological, Environmental, Chemical, Forensic, Materials, Industrial Hygiene and Mechanical Testing services since 1981. Ranked as the premier independently owned environmental testing laboratory in the nation, EMSL puts analytical quality as its top priority. This quality is recognized by many well-respected federal, state and private accrediting agencies, and assured by our high quality personnel, including many Ph.D. microbiologists and mycologists.

EMSL is an independent laboratory that performed the analysis of these samples. EMSL did not conduct the sampling or site investigation for this report. The samples referenced herein were analyzed under strict quality control procedures using state-of-the-art microbiological methods. The analytical methods used and the data presented are scientifically and legally defensible.

The laboratory data is provided in compliance with ISO-IEC 17025 guidelines for the particular test(s) requested, including any associated limitations for the methods employed. These data are intended for use by professionals having knowledge of the testing methods necessary to interpret them accurately.

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Air Samples - Spore traps:

Spore traps are commercially available sampling devices that capture airborne particles on an adhesive slide. Air is pulled through the device using a vacuum pump. Spores, as well as other airborne particles, are impacted on the collection adhesive. Using spore trap collection methods has inherent limitations. These collection methods are biased towards larger spore sizes.

The analysis for total spore counts is a direct microscopic examination and does not include culturing or growing the fungi. Therefore, the results include both viable and non-viable spores. Some fungal groups produce similar spore types that cannot be distinguished by direct microscopic examination alone (i.e., *Aspergillus/Penicillium*, and others). Other spore types may lack distinguishing features that aid in their identification. These types are grouped into larger categories such as Ascospores or Basidiospores.

Fungal spores are identified and grouped by morphological characteristics including color, shape, septation, ornamentation, and fruiting structures (if present) which are compared to published mycological identification keys and texts. EMSL reports provide spore counts per cubic meter of air to three significant figures. Please note that each spore category is reported to three significant figures. Due to rounding and the application of three significant figures the sum of the individual spore numbers may not equal the total spore count on the report. EMSL does not maintain responsibility for final volume concentrations (counts/m3) since this volume is provided by the field collector and can not be verified by EMSL.

EMSL analyzes spore traps using phase contrast microscopy. There is a wide choice of collection devices (Air-O-Cell, Micro-5, Burkhard, etc.) on the market. Differences in analytical method may exist between spore trap devices.

Spore trap results are reported in spores per cubic meter of air. Due to the other airborne particles collected with the spores, EMSL reports a background particle density. Background density is an indication of overall particulate matter present on the sample (i.e. dust in the air). High background concentrations may obscure spores such as the *Penicillium*/*Aspergillus* group. The rating system is from 1-5 with 1 = 1 - 25% of the background obscured by material, 2 = 26 - 50%, 3 = 51 - 75%, 4 = 76% - 99%, 5 = 100% or overloaded. A background rating of 4 or higher should be regarded as a minimum count since the actual concentrations may be higher than those reported. EMSL will not be held responsible for overloading of samples. Sample volumes are left to the discretion of the company or persons conducting the fieldwork.

Skin fragment density is the percentage of skin cells making up the total background material, 1 = 1 - 25%, 2 = 26 - 50%, 3 = 51 - 75%, 4 = 76-100%. Skin fragment density is considered an indication of the general cleanliness in the area sampled. It has been estimated that up to 90% of household dust consists of dead skin cells.

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2. Analytical Results

See attached data reports and charts.

EMSL Analytical, Inc.

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Test Report: Allergenco-D(™) Analysis of Fungal Spores & Particulates by Optical Microscopy (Methods MICRO-SOP-201, ASTM D7391)

Lab Sample Number:	342407840-0001			342407840-0002			342407840-0003		
Client Sample ID:	5576191			5576200			5576205		
Volume (L):	75			75			75		
Sample Location:	Exterior West Baseline			Interior Master Bathroom			Interior Kitchen		
Spore Types	**Raw Count**	**Count/m³**	**% of Total**	**Raw Count**	**Count/m³**	**% of Total**	**Raw Count**	**Count/m³**	**% of Total**
Alternaria (Ulocladium)	-	-	-	1*	10*	0	-	-	-
Ascospores	14	610	8.3	5	200	0.8	4	200	2.9
Aspergillus/Penicillium++	2	90	1.2	370	16100	65.3	25	1100	15.9
Basidiospores	131	5720	77.9	178	7770	31.5	113	4930	71.4
Bipolaris++	-	-	-	-	-	-	-	-	-
Chaetomium++	-	-	-	-	-	-	-	-	-
Cladosporium	20	870	11.9	5	200	0.8	13	570	8.3
Curvularia	-	-	-	1*	10*	0	1	40	0.6
Epicoccum	-	-	-	-	-	-	-	-	-
Fusarium++	-	-	-	-	-	-	-	-	-
Ganoderma	-	-	-	-	-	-	-	-	-
Myxomycetes++	1*	10*	0.1	1	40	0.2	-	-	-
Pithomyces++	-	-	-	-	-	-	1	40	0.6
Rust	-	-	-	1*	10*	0	-	-	-
Scopulariopsis/Microascus	-	-	-	-	-	-	-	-	-
Stachybotrys/Memnoniella	-	-	-	8	300	1.2	-	-	-
Unidentifiable Spores	-	-	-	-	-	-	-	-	-
Zygomycetes	-	-	-	-	-	-	-	-	-
Cercospora++	1	40	0.5	-	-	-	-	-	-
Pestalotia++	-	-	-	-	-	-	1*	10*	0.1
Pyricularia	-	-	-	-	-	-	1*	10*	0.1
Total Fungi	**169**	**7340**	**100**	**570**	**24640**	**100**	**159**	**6900**	**100**
Hyphal Fragment	5	200	-	6	300	-	4	200	-
Insect Fragment	-	-	-	-	-	-	-	-	-
Pollen	15	660	-	2*	30*	-	-	-	-
Analyt. Sensitivity 600x	-	44	-	-	44	-	-	44	-
Analyt. Sensitivity 300x	-	13*	-	-	13*	-	-	13*	-
Skin Fragments (1-4)	-	1	-	-	2	-	-	2	-
Fibrous Particulate (1-4)	-	1	-	-	2	-	-	2	-
Background (1-5)	-	2	-	-	3	-	-	3	-

++ Includes other spores with similar morphology; see EMSL's fungal glossary for each specific category.

No discernable field blank was submitted with this group of samples.

Yessica Martinez Seeman, Florida Microbiology Regional Manager

Initial report from: 04/16/2024 15:07:29

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Received: 4/16/2024
Analyzed: 4/16/2024

Proj: 117 NW 16th Terrace Ocala, FL 34475

Test Report: Allergenco-D(™) Analysis of Fungal Spores & Particulates by Optical Microscopy (Methods MICRO-SOP-201, ASTM D7391)

Lab Sample Number:	**342407840-0004**		
Client Sample ID:	**5576211**		
Volume (L):	**75**		
Sample Location:	**Interior Sitting Room**		
Spore Types	**Raw Count**	**Count/m³**	**% of Total**
Alternaria (Ulocladium)	1	40	1.4
Ascospores	4	200	6.8
Aspergillus/Penicillium++	3	100	3.4
Basidiospores	56	2400	81.9
Bipolaris++	-	-	-
Chaetomium++	-	-	-
Cladosporium	1	40	1.4
Curvularia	1	40	1.4
Epicoccum	-	-	-
Fusarium++	-	-	-
Ganoderma	-	-	-
Myxomycetes++	1	40	1.4
Pithomyces++	1*	10*	0.3
Rust	1*	10*	0.3
Scopulariopsis/Microascus	-	-	-
Stachybotrys/Memnoniella	1	40	1.4
Unidentifiable Spores	-	-	-
Zygomycetes	-	-	-
Cercospora++	-	-	-
Pestalotia++	1*	10*	0.3
Pyricularia	-	-	-
Total Fungi	**71**	**2930**	**100**
Hyphal Fragment	8	300	-
Insect Fragment	1	40	-
Pollen	-	-	-
Analyt. Sensitivity 600x	-	44	-
Analyt. Sensitivity 300x	-	13*	-
Skin Fragments (1-4)	-	2	-
Fibrous Particulate (1-4)	-	2	-
Background (1-5)	-	3	-

++ Includes other spores with similar morphology; see EMSL's fungal glossary for each specific category.

No discernable field blank was submitted with this group of samples.

Yessica Martinez Seeman, Florida Microbiology Regional Manager

Initial report from: 04/16/2024 15:07:29

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Attn: Debbie Koontz
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Winter Garden, FL 34787

EMSL Order: 342407840
Customer ID: DKEN75
Collected: 4/15/2024
Received: 4/16/2024
Analyzed: 4/16/2024

Proj: 117 NW 16th Terrace Ocala, FL 34475

Test Report: Microscopic Examination of Fungal Spores, Fungal Structures, Hyphae, and Other Particulates from Tape Samples (EMSL Method MICRO-SOP-200)

Lab Sample Number: / **Client Sample ID:** / **Sample Location:**	**342407840-0005** / **117-1** / **Interior Master Bathroom Closet Drywall Ceiling**				
Spore Types	Category				
Alternaria (Ulocladium)	-				
Ascospores	-				
Aspergillus/Penicillium++	High				
Basidiospores	-				
Bipolaris++	-				
Chaetomium++	-				
Cladosporium	-				
Curvularia	-				
Epicoccum	-				
Fusarium++	-				
Ganoderma	-				
Myxomycetes++	-				
Pithomyces++	-				
Rust	-				
Scopulariopsis/Microascus	-				
Stachybotrys/Memnoniella	*High*				
Unidentifiable Spores	-				
Zygomycetes	-				
Hyphal Fragment	-				
Insect Fragment	-				
Pollen	-				
Fibrous Particulate	-				

Category: Count/per area analyzed
Rare: 1 to 10 Low: 11 to 100 Medium: 101 to 1000 High: >1000
High background particulate: A high level of background particulate can obscure fungal matter and lead to underestimation or failure to detect
++ = Includes other spores with similar morphology; see EMSL's fungal glossary for each specific category.
* = Sample contains fruiting structures and/or hyphae associated with the spores.
- = Not detected.

Yessica Martinez Seeman, Florida
Microbiology Regional Manager

No discernable field blank was submitted with this group of samples.

Initial report from: 04/16/2024 15:07:29

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3. Understanding the Results

EMSL Analytical, Inc. is an independent laboratory, providing unbiased and scientifically valid results. These data represent only a portion of an overall IAQ investigation. Visual information and environmental conditions measured during the site assessment (humidity, moisture readings, etc.) are crucial to any final interpretation of the results. Many factors impact the final results; therefore, result interpretation should only be conducted by qualified individuals. The American Conference of Governmental Industrial Hygienists (ACGIH) has published a good reference book covering sampling and data interpretation. It is entitled, Bioaerosols: Assessment and Control, 1999.

Fungal spores are found everywhere. Whether or not symptoms develop in people exposed to fungi depends on the nature of the fungal material (e.g., allergenic, toxic, or infectious), the exposure level, and the susceptibility of exposed persons. Susceptibility varies with the genetic predisposition (e.g., allergic reactions do not always occur in all individuals), age, pre-existing medical conditions (e.g., diabetes, cancer, or chronic lung conditions), use of immunosuppressive drugs, and concurrent exposures. These reasons make it difficult to identify dose/response relationships that are required to establish “safe” or “unsafe” levels (i.e., permissible exposure limits).

It is generally accepted in the industry that indoor fungal growth is undesirable and inappropriate, necessitating removal or other appropriate remedial actions. The New York City guidelines and EPA guidelines for mold remediation in schools and commercial buildings define the conditions warranting mold remediation. Always remember that water is the key. Preventing water damage or water condensation will prevent mold growth.

This report is not intended to provide medical advice or advice concerning the relative safety of an occupied space. Always consult an occupational or environmental health physician who has experience addressing indoor air contaminants if you have any questions.

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4. Glossary of Fungi

ALTERNARIA(ULOCLADIUM)	
Natural Habitat	Common saprobe and pathogen of plants. Typically found on plant tissue, decaying wood, and foods. Soil . Air outdoors.
Suitable Substrates in the Indoor Environment	Indoors near condensation (window frames, showers), House dust (in carpets, and air). Also colonizes building supplies, computer disks, cosmetics, leather, optical instruments, paper, sewage, stone monuments, textiles, wood pulp, and jet fuel
Water Activity	Aw =0.85-0.88 (water damage indicator)
Mode of Dissemination	Wind
Allergic Potential	Type I allergies (hay fever, asthma), Type III (hypersensitivity pneumonitis)
Potential or Opportunistic Pathogens	Phaeohyphomycosis {causing cystic granulomas in the skin and subcutaneous tissue}. In immunocompetent patients, Alternaria colonizes the paranasal sinuses, leading to chronic hypertrophic sinusitis
Industrial Uses	Biocontrol of weed plants ·Biocontrol fungal plant pathogens.
Potential Toxins Produced	Alternariol (AOH) . Alternariol monomethylether (AME). Tenuazonic acid (TeA). Altenuene (ALT). Altertoxins (ATX)
Other Comments	Many species of Ulocladium have been renamed as Alternaria. Alternaria spores are one of the most common and potent indoor and outdoor airborne allergens. Additionally, Alternaria sensitization has been determined to be one of the most important factors in the onset of childhood asthma. Synergy with Cladosporium or Ulocladium may increase the severity of symptoms
References	Alternaria redefined. J. Woudenberg et al., Studies in Mycology. Volume 75, June 2013, Pages 171-212

ASCOSPORES	
Natural Habitat	Everywhere in nature.
Suitable Substrates in the Indoor Environment	Depends on genus and species.
Water Activity	Depends on genus and species.
Mode of Dissemination	Forcible ejection or passive release and dissemination by wind or insects.
Allergic Potential	Depends on genus and species.
Potential or Opportunistic Pathogens	Depends on genus and species.
Industrial Uses	Depends on genus and species.
Potential Toxins Produced	Depends on genus and species.
Other Comments	Ascospores are the result of sexual reproduction and produced in a saclike structure called an ascus. All ascospores belong to members of the Phylum Ascomycota, which encompasses a plethora of genera worldwide.

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ASPERGILLUS/PENICILLIUM++	
Natural Habitat	Plant debris ·Seed ·Cereal crop
Suitable Substrates in the Indoor Environment	Grows on a wide range of substrates indoors ·Prevalent in water damaged buildings ·Foods (blue mold on cereals, fruits, vegetables, dried foods) ·House dust ·Fabrics ·Leather ·Wallpaper ·Wallpaper glue
Allergic Potential	Type I (hay fever, asthma) ·Type III (hypersensitivity)
Potential Opportunist or Pathogen	Possible depending on the species.
Potential Toxins Produced	Possible depending on the species.
Free moisture required for mold growth	Aw=0.75-0.94
Mode of Dissemination	Wind ·Insects
Industrial Uses	Many depending on the species
Other comments	Spores of Aspergillus and Penicillium (including others such as Geosmithia, Goidanichella, Nalanthamala, Rasamsonia, Samsoniella, and Talaromyces) are small and spherical with few distinguishing characteristics. They cannot be differentiated by non-viable impaction sampling methods. Some species with very small spores may be undercounted in samples with high background debris.

BASIDIOSPORES	
Natural Habitat	Forest floors. Lawns .Plants (saprobes or pathogens depending on genus)
Suitable Substrates in the Indoor Environment	Depends on genus. Wood products
Water Activity	Unknown.
Mode of Dissemination	Forcible ejection. Wind currents.
Allergic Potential	Type I allergies (hay fever, asthma) . Type III (hypersensitivity pneumonitis)
Potential or Opportunistic Pathogens	Depends on genus.
Industrial Uses	Edible mushrooms are used in the food industry.
Potential Toxins Produced	Amanitins. monomethyl-hydrazine. muscarine. ibotenic acid. psilocybin.
Other Comments	Basidiospores are the result of sexual reproduction and formed on a structure called the basidium. Basidiospores belong to the members of the Phylum Basidiomycota, which includes mushrooms, shelf fungi, rusts, and smuts.

CERCOSPORA++	
Natural Habitat	Parasite on higher plants, commonly causes leaf spot diseases.
Suitable Substrates in the Indoor Environment	Unknown
Water Activity	Moderate –High humidity
Mode of Dissemination	Irrigation water, Insects, Rain Wind
Allergic Potential	Unknown
Potential or Opportunistic Pathogens	Unknown
Other Comments	Includes morphologically similar spores of Cercospora, Pseudocercospora, Septoriella, and Septoria.

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CLADOSPORIUM	
Natural Habitat	Dead plant matter. Straw. Soil. Woody plants
Suitable Substrates in the Indoor Environment	Fiberglass duct liner. Paint. Textiles. Found in high concentration in water-damaged building materials.
Water Activity	Aw 0.84-0.88
Mode of Dissemination	Air
Allergic Potential	Type I (asthma and hay fever).
Potential or Opportunistic Pathogens	Edema. keratitis. onychomycosis. pulmonary infections. Sinusitis.
Industrial Uses	Produces 10 antigens.
Potential Toxins Produced	Cladosporin and Emodin.

CURVULARIA	
Natural Habitat	A worldwide saprophytic fungi, being isolated from dead plant material and soil.
Suitable Substrates in the Indoor Environment	Paper, wood products
Free moisture required for mold growth	Unknown
Mode of Dissemination	Wind
Allergic Potential	Hay fever, asthma, allergic fungal sinusitis
Potential or Opportunistic Pathogens	In immunocompromised patients can cause cerebral abscess, endocarditis, mycetoma, ocular keratitis, onychomycosis, and pneumonia.

MYXOMYCETES++	
Natural Habitat	Decaying logs, Dead leaves , Dung , Lawns , Mulched flower beds, Lawns
Suitable Substrates in the Indoor Environment	Rotting lumber
Free moisture required for mold growth	Unknown
Mode of Dissemination	Insects, Water, Wind
Allergic Potential	Type I
Potential or Opportunistic Pathogens	Unknown
Industrial Uses	
Other Comments	Includes Myxomycetes, Smut, Rust, and Periconia.

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PESTALOTIA++	
Suitable Substrates in the Indoor Environment	Unknown; some require a living plant host for growth.
Allergic Potential	Unknown
Potential Opportunist or Pathogen	Unknown
Potential Toxins Produced	Unknown
Free moisture required for mold growth	Unknown
Mode of Dissemination	Unknown; air dispersal likely.
Industrial Uses	None known

PESTALOTIA-LIKE	
Natural Habitat	Saprophyte on dead leaves of different plants. Some are plant pathogens that attack foliage or fruit of different plant species. Genera with like spores include Pestalotia, Diploceras, Diversimediispora, Heterotruncatella, Monochaetia, Neopestalotiopsis, Parabartalinia, Pestalotiopsis, Pseudopestalotiopsis, Pseudosarcostroma, Truncatella, and others.

PITHOMYCES++	
Natural Habitat	A worldwide saprophytic fungi, being isolated from dead plant material and soil.
Suitable Substrates in the Indoor Environment	Paper
Water Activity	Requires high moisture for spore germination
Mode of Dissemination	Wind
Allergic Potential	Unknown
Potential or Opportunistic Pathogens	Mycosis in immunocompromised patients
Other Comments	Pithomyces++ includes spores of Pithomyces and Pseudopithomyces.

PYRICULARIA	
Natural Habitat	Parasite on leaves of different grasses and sometime other plants. Commonly causes leaf spot diseses. Rice blast disease caused by this fungus.
Suitable Substrates in the Indoor Environment	Unknown- require a living plant host for growth
Water Activity	Unknown
Mode of Dissemination	Wind, water
Allergic Potential	Unknown
Potential or Opportunistic Pathogens	Unknown

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RUSTS	
Natural Habitat	Parasitic on cultivated and many types of plants
Suitable Substrates in the Indoor Environment	Unknown- rust fungi require a living plant host for growth
Free moisture required for mold growth	Unknown
Mode of Dissemination	Wind, Forcible Ejection
Allergic Potential	Type I. (hay fever, asthma)
Potential or Opportunistic Pathogens	Unknown

STACHYBOTRYS/MEMNONIELLA	
Natural Habitat	Decaying plant materials and Soil.
Suitable Substrates in the Indoor Environment	Water damaged building materials such as: ceiling tiles, gypsum board, insulation backing, sheet rock, and wall paper. Paper. Textiles.
Water Activity	Aw=0.94
Mode of Dissemination	Insects, Water, and Wind
Allergic Potential	Type I (hay fever, asthma)
Potential or Opportunistic Pathogens	Unknown.
Industrial Uses	Unknown.
Potential Toxins Produced	Mycotoxins produced by Stachybotrys include Roridin A, Roridin E, Roridin H, Roridin L-2, Satratoxin G, Satratoxin H, Isosatratoxin F, Verucarin A, Verucarin J, and Verrucariol.
Other Comments	Stachybotrys and Memnoniella are closely related and many Memnoniella species have been renamed under Stachybotrys. Mycologists are continuing to debate whether Stachybotrys and Memnoniella should be grouped or split apart (see references below). Stachybotrys may play a role in the development of sick building syndrome. The presence of this fungus can be significant due to its ability to produce mycotoxins. Exposure to the toxins can occur through inhalation, ingestion, or skin exposure.
References	Generic hyper-diversity in Stachybotriaceae. L. Lombard et al., Persoonia 36, 2016: 156–246. Overview of Stachybotrys (Memnoniella) and current species status. Y. Wang et al., Fungal Diversity, 2015: DOI: 10.1007/s13225-014-0319-0.

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5. References and Informational Links

Books

- Bioaerosols: Assessment and Control. Janet Macher, Ed., American Conference of Governmental Industrial Hygienists, Cincinnati, OH 1999.
- Exposure Guidelines for Residential Indoor Air Quality. Environmental Health Directorate, Health Protection Branch, Health Canada, Ottawa, Ontario, 1989.
- Fungal Contamination in Public Buildings: Health Effects and Investigation Methods. Health Canada, Ottawa, Ontario, 2004.
- IICRC: S500 Standard and Reference Guide for Professional Water Damage Restoration. 3rd Edition, Institute of Inspection, Cleaning, and Restoration Certification, Vancouver, WA, 2006

  IICRC: S520 Standard and Reference Guide for Professional Mold Remediation. 1st Edition, Institute of Inspection, Cleaning, and Restoration Certification, Vancouver, WA, 2004
- Field Guide for the Determination of Biological Contaminants in Environmental Samples. 2nd Edition, American Industrial Hygiene Association, 2005.

Consumer Links

Read the full text of AIHA's "The Facts About Mold" consumer brochure.
<http://www.aiha.org/get-involved/VolunteerGroups/Documents/BiosafetyVG-FactsAbout%20MoldDecember2011.pdf>

The Occupational Safety and Health Administration (OSHA)
http://www.osha.gov/SLTC/molds/index.html

CDC Mold Facts
http://www.cdc.gov/mold/faqs.htm

CDC Stachybotrys - Questions and answers on Stachybotrys chartarum and other molds
http://www.cdc.gov/mold/stachy.htm

IOM, NAS: Clearing the Air: Asthma and Indoor Air Exposures
https://www.epa.gov/indoor-air-quality-iaq/should-you-have-air-ducts-your-home-cleaned

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National Library of Medicine-Mold website
http://www.nlm.nih.gov/medlineplus/molds.html

California Department of Health Services (CADOHS)
https://www.cdph.ca.gov/Programs/CCDPHP/DEODC/EHLB/IAQ/Pages/Mold.aspx

Minnesota Department of Health
http://www.health.state.mn.us/divs/eh/indoorair/mold/index.html

New York City Department of Health and Mental Hygiene
https://www1.nyc.gov/site/doh/health/health-topics/mold.page

H.R.: The United States Toxic Mold Safety and Protection Act

EPA

"Should You Have the Air Ducts in Your Home Cleaned?"
<http://www.epa.gov/iaq/pubs/airduct.html>

General information about molds and actions that can be taken to clean up or prevent a mold problem.
<http://www.epa.gov/asthma/molds.html>

“A Brief Guide to Mold, Moisture, and Your Home” - Includes basic information on mold, cleanup guidelines, and moisture and mold prevention
http://www.epa.gov/mold/moldguide.html

“Mold Remediation in Schools and Commercial Buildings” - Information on remediation in schools and commercial property, references for potential mold and moisture remediators.
https://www.epa.gov/mold/mold-remediation-schools-and-commercial-buildings-guide

FEMA

“Homes That Were Flooded May Harbor Mold Problems” - Information and tips for cleaning mold.
http://www.fema.gov/news-release/homes-were-flooded-may-harbor-mold-problems

“Dealing With Mold & Mildew in Your Flood Damaged Home.
http://www.fema.gov/pdf/rebuild/recover/fema_mold_brochure_english.pdf

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6. Important Terms, Conditions, and Limitations

A. Sample Retention

Samples analyzed by EMSL will be retained for 60 days after analysis date Storage beyond this period is available for a fee with written request prior to the initial 30 day period. Samples containing hazardous/toxic substances which require special handling will be returned to the client immediately. EMSLreserves the right to charge a sample disposal fee or return samples to the client.

B. Change Orders and Cancellation

All changes in the scope of work or turnaround time requested by the client after sample acceptance must be made in writing and confirmed in writing by EMSL. If requested changes result in a change in cost the client must accept payment responsibility. In the event work is cancelled by a client, EMSL will complete work in progress and invoice for work completed to the point of cancellation notice. EMSL is not responsible for. holding times that are exceeded due to such changes.

C. Warranty

EMSL warrants to its clients that all services provided hereunder shall be performed in accordance with established and recognized analytical testing procedures and with reasonable care in accordance with applicable federal, state and local laws. The foregoing express warranty is exclusive and is given in lieu of all other warranties, expressed or implied. EMSL disclaims any other warranties, express or implied, including a warranty of fitness for particular purpose and warranty of merchantability.

D. Limits of Liability

In no event shall EMSL be liable for indirect, special, consequential, or incidental damages, including, but not limited to, damages for loss of profit or goodwill regardless of the negligence (either sole or concurrent) of EMSL and whether EMSL has been informed of the possibility of such damages, arising out of or in connection with EMSL's services thereunder or the delivery, use, reliance upon or interpretation of test results by client or any third party. We accept no legal responsibility for the purposes for which the client uses the test results. EMSL will not be held responsible for the improper selection of sampling devices even if we supply the device to the user. The user of the sampling device has the sole responsibility to select the proper sampler and sampling conditions to insure that a valid sample is taken for analysis. Any resampling performed will be at the sole discretion of EMSL, the cost of which shall be limited to the reasonable value of the original sample delivery group (SDG) samples. In no event shall EMSL be liable to a client or any third party, whether based upon theories

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of tort, contract or any other legal or equitable theory, in excess of the amount paid to EMSL by client thereunder.

E. Indemnification

Client shall indemnify EMSL and its officers, directors and employees and hold each of them harmless for any liability, expense or cost, including reasonable attorney's fees, incurred by reason of any third party claim in connection with EMSL services, the test result data or its use by client

CHAIN OF CUSTODY/ANALYSIS REQUEST

DKE CONSTRUCTION SERVICES, INC.
8786 Sonoma Coast Drive
Winter Garden, FL 34787
•407-614-4572 •814-243-1927
dkenvironmental@yahoo.com

Project # / Job #: #342407840

Page _____ of _____

Contract# CDS/240723

Company: DK Environmental & Construction Services, Inc.			Sampled By: Chris Ritko, MRSA2640	Payment Type: x On Account __Credit Card __Check
Contact Name: Debra Koontz, President			Project/Site Name: 117 NW 16th TERRACE OCALA, FL 34475	Credit Card Type: __Visa __Master Card __Amex
Address: 8786 Sonoma Coast Drive				Credit Card #:
City: Winter Garden	State: FL	Zip: 34787		Name on Card (Print):
Phone: 814-243-1927	Email: dkenvironmental@yahoo.com		Report: x Email ___Fax ___Both	Signature:

Sample Type: A=Air, T=Tape, S=Swab, B=Bulk, W=Water

Turnaround Time: ___Standard ___Rush

Sample #:	Sample Identification:	Date	Sample Type	Volume (Air)	Area (Swab)	A001	T001	S001	A002	T002	S002	For Lab Use Only Sample Numbers
5576191	EXTERIOR WEST BASELINE	04/15/24	A	75 Liters								
5576200	INTERIOR MASTER BATHROOM	↓	↓	↓								
5576205	INTERIOR KITCHEN											
5576211	INTERIOR SITTING ROOM		↓	↓								
117-1	INTERIOR MASTER BEDROOM CLOSET DOUBLE CEILING	↓	T									

Special Instructions: (INITIAL) CLEARANCE

Date	Time	Relinquished By	Company	Received By	Company	Good Condition
04/15/24	9:22am				APR 16 2024 A.Chanko 11:14	Yes No
						Yes No
						Yes No

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Exhibit F - Mold Inspection Report

OrderID: 342407840