

AGREEMENT FOR DEMOLITION AND REMOVAL OF STRUCTURE AT 1509 NW 20TH AVENUE

THIS AGREEMENT FOR DEMOLITION AND REMOVAL OF STRUCTURE AT 1509 NW 20TH AVENUE ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **COLBERT CONSTRUCTION, INC.**, a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN: 20-3418975) ("Contractor").

WHEREAS, on October 29, 2024, City issued a Request for Quotation ("RFQ") for the demolition and removal of a structure, removal of overgrowth, fence, improvements, junk, cutting and cleaning of lot at 1509 NW 20th Avenue, Ocala, FL 34475, (the "Project"); and

WHEREAS four (4) firms responded to the Solicitation and, after consideration of price and other evaluation factors set forth in the Solicitation, Colbert Construction, Inc. was chosen as the intended awardee to provide construction services for the demolition and removal of structure, removal of overgrowth, fence, improvements, junk, and cutting and cleaning lot at 1509 NW 20th Avenue, Ocala, FL 34475, (the "Project"); and

WHEREAS, Contractor certifies that Contractor and its subcontractors are qualified and possess the required current and active Asbestos Supervisor licensure.

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:

- 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; and (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 other Contract Documents, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the remaining Contract Documents.

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

Exhibit A: Scope of Work (A-1 through A-4)

Exhibit B: Asbestos Survey Report (B-1 through B-28)

Exhibit C: Photos of Structure (C 1 through C-2)

If there is a conflict between the individual Exhibits regarding the scope of work to be performed, then any identified inconsistency shall be resolved by giving precedence in the following order: (1) Exhibit A, then (2) Exhibit B, then (3) Exhibit C.

3. SCOPE OF SERVICES. Contractor shall provide all materials, labor, supervision, tools, accessories, equipment, permits, fees, testing, inspections, certifications, and all other things necessary for Contractor to perform its obligations under this Agreement as set forth in the attached Exhibit A - Scope of Work and the Solicitation Documents. Upon contract execution, salvage rights belong



Notice to Proceed. In the event of a conflict between this Agreement and the Solicitation Documents, this Agreement and all of its Exhibits shall be given precedence to resolve any identified inconsistency. The Scope of Work and/or pricing under this Agreement may only be adjusted by written amendment executed by both parties.

- 4. COMPENSATION. City shall pay Contractor a lump sum amount of <u>THIRTEEN THOUSAND</u>, <u>SIX HUNDRED THIRTY-FIVE NO/100 DOLLARS (\$13,635)</u> (the "Contract Sum") as full and complete compensation for the timely and satisfactory completion of the work. A permit allowance has been established for this Project in the amount of <u>ONE HUNDRED FOUR AND NO/100 DOLLARS (\$104)</u> and is included in the Contract Sum.
 - A. Invoice Submission. All invoices submitted by Contractor shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. Contractor shall submit the original invoice through the responsible City Project Manager at: City of Ocala Code Enforcement Division, Attn: Shaneka Greene, 201 SE 3rd Street, Second Floor, Ocala, Florida 34471, E-Mail: sgreene@ocalafl.gov. Weight tickets from a certified landfill must be included with all invoices submitted by Contractor.
 - B. **Progress Report and Progress Schedule**. 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. 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. Invoices will be paid within <u>THIRTY (30)</u> days after final passing inspections from the Building Department and Code Enforcement. Payments by City shall be made no later than the time periods established in section 218.735, Florida Statutes.
 - D. **Withholding of Payment**. City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Contractor; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; or (iii) which fails to comply with any term, condition, or other requirement under this Agreement. Any payment withheld shall be released and remitted to Contractor within thirty (30) calendar days of the Contractor's remedy or resolution of the inadequacy or defect.
 - E. **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.
 - F. **Amounts Due to the City.** Contractor must be current and remain current in all obligations due to the City during the performance of services under the Agreement. Payments to Contractor may be offset by any delinquent amounts due to the City or fees and/or charges owed to the City.
 - G. **Tax Exemption**. City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification



Number is 59-60000392. Contractor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Contractor be authorized to use City's Tax Exemption Number for securing materials listed herein.

- 5. **TIME FOR PERFORMANCE**. Time is of the essence with respect to the performance of all duties, obligations, and responsibilities set forth in this Agreement and the Contract Documents.
 - A. No work shall commence until Contractor has submitted proof of #62-257.900(1) Notice of Demolition to Florida Department of Environmental Protection and provided proof of mailing for same to the City Project Manager. Demolition may not begin until <u>TEN (10)</u> business days (excluding holidays as observed by the State of Florida) after the confirmed delivery date of said Notice. <u>Notice of Demolition must be sent to FDEP, and the City of Ocala Permit applied for within TWO (2) business days after issuance of NTP.</u> Acceptable forms of proof are as follows; USPS certified mail receipt, FedEx tracking receipt, similar mailing methods where delivery date can be verified.
 - B. All work shall be completed by Contractor in a manner satisfactory to the City Project Manager and ready for final payment within <u>SIXTY (60)</u> days of the start date indicated on the Notice to Proceed.
 - C. **Working Hours.** The normal/standard working hours for this project are 8:00 AM 5:00 PM Monday through Friday, excluding holidays. No work will be permitted on City observed holidays. Saturday work must be approved, in writing, at least **Forty-Eight (48)** hours in advance.
 - D. **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 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.
 - E. The Time for Performance under this Agreement may only be adjusted by Change Order, in the sole and absolute discretion of City. Any request for an extension of the Time for Performance must be submitted in a writing delivered to the City Project Manager, along with all supporting data, within **SEVEN (7)** calendar days of the occurrence of the event giving rise to the need for adjustment unless the City allows an additional period of time to ascertain more accurate data. All requests for adjustments in the Contract Time shall be determined by City.
 - F. As to any delay, inefficiency, or interference in this performance of this Agreement caused by any act or failure to act by City, the Contractor's sole remedy shall be the entitlement of an extension of time to complete the performance of the affected work in accordance with the Contract Documents. Contractor agrees to make no claim for extra or additional costs attributable to said delays, inefficiencies, or interference, except as provided in this Agreement.
 - G. None of the provisions of this section shall exclude City's right of recovery for damages caused by delays or inefficiencies caused by any act or failure to act by Contractor, to include costs incurred by City for the procurement of additional professional services.
- 6. **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.
- 7. **INSPECTION AND ACCEPTANCE OF THE WORK**. All services, work, and materials provided by Contractor under this Agreement shall be provided under the direction and to the satisfaction and approval of the Project Manager.
 - A. The Project Manager shall decide all questions regarding the quality, acceptability, or workmanship performed, the rate of progress of the work, and the acceptable fulfillment of the Agreement, in his or her sole discretion, based upon both the requirements set forth by City and the information provided by Contractor in its bid. The authority vested in the 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.
- 8. 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.
- 9. LIQUIDATED DAMAGES FOR LATE COMPLETION. The parties agree that it would be extremely difficult and impracticable under the presently known facts and anticipated circumstances to ascertain and fix the actual damages that City and its residents would incur should Contractor fail to achieve Final Completion and readiness for final payment by the dates specified for each under the terms of this Agreement. Accordingly, the parties agree that should Contractor fail to achieve Final Completion by the date specified, then Contractor shall pay City, as liquidated damages and not as a penalty, the sum of ONE HUNDRED AND NO/100 DOLLARS (\$100) per day for each calendar day of unexcused delay in achieving Final Completion beyond the date specified for Final Completion in the Contract Documents.
 - A. **No Waiver of Rights or Liabilities**. Permitting Contractor to continue and finish the work, or any part thereof, beyond the dates specified for Final Completion and readiness for final payment shall not operate as a waiver on the part of the City of any of its rights under this Agreement. Any liquidated damages assessed pursuant to this section shall not relieve Contractor from liability for any damages or costs of other contractors caused by a failure of Contractor to complete the work as agreed.
 - B. **Right to Withhold or Deduct Damages**. When liquidated damages are due and owing, City shall have the right to: (1) deduct the liquidated damages from any money in its hands or from any money otherwise due or to become due to Contractor; or to (2) initiate any applicable



- dispute resolution procedure for the recovery of liquidated damages within the times specified under this Agreement.
- C. **Additional Costs.** In addition to the liquidated damages set forth under this section, Contractor agrees to pay all costs and expenses incurred by City due to Contractor's delay in performance to include inspection fees, superintendence costs, and travel expenses.
- D. **Injunctive Relief.** The parties acknowledge that monetary damages may not be a sufficient remedy for Contractor's failure to achieve Final Completion in accordance with the terms of this Agreement, and that City shall be entitled, in addition to all other rights or remedies in law and equity, to seek injunctive relief.
- 10. CONTRACTOR WARRANTY. Contractor warrants to City that all materials and work shall be of good quality, free from faults and defects in workmanship, and in conformance with the Contract Documents for a period of <u>ONE (1)</u> year from the date of final payment by City. Contractor shall, at its own expense, correct any defect, loss, expense, or other damages arising from its work and shall defend any claims related to same.
- 11. **PERFORMANCE EVALUATION**. At the end of the contract, City may evaluate Contractor's performance. Any such evaluation will become public record.
- 12. **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.
- 13. **CONTRACTOR REPRESENTATIONS**. Contractor expressly represents that:
 - A. Contractor has read and is fully familiar with all of 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, and 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 has 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. Contractor represents that 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.

- 14. **CONTRACTOR RESPONSIBILITIES**. Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of the Contractor:
 - A. Contractor shall competently and efficiently supervise, inspect, and direct all work to be performed under this Agreement, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents.
 - B. Contractor shall ensure that a Florida licensed asbestos supervisor with current asbestos supervisor training is on site during all operations of the Contractor under this Agreement and ensure all workers performing tasks within a regulated area hold Florida asbestos work licenses and have undergone appropriate asbestos training as required by law.
 - 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 be responsible to see that the finished work complies accurately with the contract and the intent thereof.
 - E. Contractor shall comply with the City's policies and procedures as well as 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.
 - F. 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.
 - G. 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.
 - H. 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.
- 15. **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.



- 16. **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.
- 17. **RESPONSIBILITIES OF CITY.** City or its Representative shall issue all communications to Contractor. City has the authority to request changes in the work in accordance with the terms of this Agreement and with the terms in **Exhibit A.** City has the authority to stop work or to suspend any work.
- 18. **POLLUTION LIABILITY INSURANCE**. If not otherwise included in Contractor's Commercial General Liability Insurance coverage, Contractor shall procure and maintain, for a period of **THREE (3)** years after final completion of the Work under this Agreement, pollution liability insurance coverage for claims arising from the discharge, dispersal, release, or escape of any irritant or contaminant into or upon land, any structure, the atmosphere, watercourse, or body of water, including groundwater, in an amount not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate limit. This shall include coverage for claims of: (a) clean up, either on-site or off site; (b) third party liability, including bodily injury, property damage, natural resource damage, third party property loss of use/revenue, and clean up; and/or (c) costs incurred for the investigation, defense, or settlement of claims.
- 19. **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.
- 20. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Contractor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of Commercial General Liability insurance with limits not less than:
 - A. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate (or project aggregate, if a construction project) for bodily injury, property damage, and personal and advertising injury; and
 - B. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate (or project aggregate, if a construction project) for products and completed operations.
 - C. Policy must include coverage for contractual liability and independent contractors.
 - D. Policy must include Additional Insured coverage in favor of the City that is no less restrictive than that afforded under the CG 20 26 04 13 Additional Insured Form.
- 21. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Worker's Compensation insurance shall be provided by Contractor as required by Chapter 440, Florida Statutes, or any other applicable state or federal law, including the U.S. Longshoremen's and Harbor Workers Compensation Act and the Jones Act.
 - A. Contractor shall similarly require any and all subcontractors to afford such coverage for all of its employees as required by applicable law.



- B. Contractor shall waive and shall ensure that Contractor's insurance carrier waives, all subrogation rights against the City of Ocala and its officers, employees, and volunteers for all losses or damages. Contractor's policy shall be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or its equivalent.
- C. Exceptions and exemptions to this Section may be allowed at the discretion of the City's Risk Manager on a case-by-case basis in accordance with Florida Statutes and shall be evidenced by a separate waiver.

22. ADDITIONAL INSURANCE REQUIREMENTS.

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

- 24. **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 the 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.
- 25. **WORK SITE AND CLEANUP.** Daily, during the progress of the work, Contractor shall keep the premises free from accumulations of waste materials, rubbish, and all other debris resulting from the work. At the completion of the work, Contractor shall remove all waste materials, rubbish, and debris from and about the premises, as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by City. Contractor shall provide an inventory listing of all surplus materials in an area designated by City. Contractor shall restore to their original condition those portions of the site not designated or alteration by the Contract.



- 26. **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.
- 27. **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.
- 28. **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.
- 29. **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.
- 30. **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.



- 31. **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.
- 32. **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.
- 33. **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.
- 34. **PUBLIC RECORDS.** Contractor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, 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 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 Contractor or keep and maintain public records required by the public agency to perform the service. If Contractor transfers all public records to the public agency upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the contract, 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 CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO 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.



- 35. **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.
- 36. **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.
- 37. **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.
- 38. **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.
- 39. **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.
- 40. **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.
- 41. **INDEMNITY.** Contractor 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, its agents, and employees.



- 42. **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.
- 43. **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 email. All notices shall be addressed to the respective parties as follows:

If to Contractor: Colbert Construction, Inc.

Attention: Craig Colbert 10205 SE 141st Avenue Rd. Ocklawaha, Florida 32179 Phone: 352-342-7743

E-mail: colbertconstructioninc@gmail.com

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

City of Ocala

110 SE Watula Avenue, 3rd Floor

Ocala, Florida 34471 Phone: 352-629-8343 E-mail: notices@ocalafl.gov

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

City of Ocala

110 SE Watula Avenue, 3rd Floor

Ocala, Florida 34471 Phone: 352-401-3972

Email: cityattorney@ocalafl.gov

- 44. **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.
- 45. **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.

- 46. **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.
- 47. **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 affected 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.
- 48. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all who shall be bound by the provisions hereof.
- 49. **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.
- 50. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
- 51. **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.
- 52. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
- 53. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
- 54. **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



City Attorney

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.

- 55. **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.
- 56. **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 1/6/2025 **ATTEST: CITY OF OCALA** Angel B. Jacobs Peter lu Angel B. Jacobs Peter Lee City Clerk City Manager Approved as to form and legality: **COLBERT CONSTRUCTION, INC.** CRAIG COLBERT William E. Sexton, Esq. Craig Colbert William E. Sexton, Esq. President

1509 NW 20th Avenue

BACKGROUND

- Contractor shall demolish and remove a structure located at <u>1509 NW 20th Avenue</u>, <u>Ocala</u>, <u>FL 34475</u>
 | 2196-003-016.
 - Demolish and remove improvements, fence, remove junk, and cut and clean lot.
- 2. Contractor shall provide all labor and equipment to complete this project.

ON-SITE REQUIREMENT

1. The City of Ocala and NESHAP requires an asbestos-trained person 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 problems can be caught early and corrected without delay.

PERMIT REQUIREMENTS

1. City of Ocala Demolition Permit:

- A. Contractor must obtain a City of Ocala demolition permit.
- B. If Contractor isn't already "certified" with the City of Ocala, Contractor must complete the Contractor Certification Application prior to applying for a City Demolition Permit.
- C. The application for demolition permit is available at: https://www.ocalafl.org/government/city-departments-a-h/growth-management/building/construction-permits
- D. It is the responsibility of the Contractor to obtain the approval signatures of the appropriate representatives of the following agencies listed on the City of Ocala Demolition Permit Application: gas, telephone, telecommunication, water and electric utilities, Cox Cable, a licensed exterminator, planning and environmental review from the City of Ocala's Growth Management Department.
- 2. No work shall commence, nor will any permits be issues, until all associated contracts have been approved and signed by all applicable parties involved.
- 3. **Marion County Permits:** In addition to any City required permits, septic tank permits must be obtained from the Marion County Growth Management Services Department, located at 2710 East Silver Springs Boulevard, Ocala, FL 34470. Information regarding septic tank permitting can be obtained by calling the septic permitting office at (352) 438-2417.
- 4. **Estimated Permit Fees:** The estimated fees and allowance for this project is **\$104.** Please include this allowance amount in your lump sum bid amount.

PROJECT SUMMARY

This project consists of the following:

1509 NW 20th Avenue

- 1. Termination of water and sewer connections at the property line (city meter/sewer laterals) prior to beginning demolition work.
- 2. Demolition and removal of a structure, overgrowth, structural debris, structure contents, improvements, and any junk on the property listed above.
- 3. Underbrush, overgrowth, and all debris must be removed from the property. All trees, **except for those that are dead,** shall remain.
- 4. Property shall be graded to <u>final</u> grade, using a box blade.
- 5. The ground where the buildings are removed will be leveled, and if on a grade, sodded.
- 6. Any fuel tanks found must be pumped, disconnected, crushed, and backfilled or pumped and completely removed from the property according to Chapter 62-761 of the Florida Administrative Code.
- 7. Public sidewalks and driveway aprons must remain intact. Any damage to sidewalks or driveway aprons by the Contractor will be repaired at the Contractor's expense.
- 8. Any septic tanks will be pumped, crushed and back-filled, according to City requirements, Florida Building and Plumbing codes, and Marion County Health Department requirements.
- 9. Any water wells will be capped according to City requirements and Florida Building and Plumbing codes.
- 10. All items will be removed from the property and properly disposed. **NO** items will be buried.

WEATHER

1. The Contractor shall submit a written request to the City Project Manager (email is the preferred method) for additional days for which work is suspended or delayed by weather. Weather days shall be reconciled with each monthly pay application for the time period 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.

WORK TIME

- 1. **Working Hours:** The normal/standard working hours for this project are 8:00 AM 5:00 PM Monday through Friday, excluding holidays. No work will be permitted on City observed holidays.
- 2. Saturday work must be approved, in writing, at least forty-eight (48) hours in advance.

CONTRACTOR RESPONSIBILITIES

- 1. Scheduling of demolition shall be coordinated through **Shaneka Greene**, (352)-629-8309, sgreene@ocalafl.gov.
- 2. Contractor shall promptly secure all necessary permits, inspections and approvals required and allow inspection of all work by authorized personnel.
- 3. No work shall commence until the contractor has submitted proof of #62-257.900(1) Notice of Demolition* to FDEP and provide proof of mailing to the City Project Manager.

1509 NW 20th Avenue

- 4. Contractor must wait ten (10) business days (excluding holidays as observed by the State of Florida) after the confirmed delivery date, prior to starting demolition. Acceptable forms of proof are as follows:
 - USPS Certified Mail receipt
 - FedEx tracking receipt
 - Similar mailing methods, where delivery date can be verified.
- 5. *FDEP form 62-257.900(1) Notice of Demolition is available at the following link: https://floridadep.gov/sites/default/files/dep62_257_900%281%29.pdf
- 6. Contractor shall complete all work performed under this contract in accordance with policies and procedures of the City of Ocala and all applicable State and Federal laws, policies, procedures, and guidelines.
- 7. Contractor shall obtain and pay for any and licenses, additional equipment, dumping and/or disposal fees, etc., required to fulfill this contract.
- 8. Contractor shall be responsible for purchasing the permits and ensuring that the hired sub-contractors purchase their required permits.
- 9. The Contractor must have sufficient equipment to complete work. The City will not pay for rental of additional equipment, purchases of equipment, etc.
- 10. Contractor shall leave the property at once, without altercation, if advised to leave by law enforcement or a person claiming to be the property owner and/or property owner's representative. Immediately after leaving, contact the City Project Manager and advise them of the situation.
- 11. Contractor shall be responsible for inspector's overtime.
- 12. Provide on-site sanitary facilities as required by governing agencies.
- 13. Contractor shall be responsible for any and all damages including but not limited to buildings, curbing, pavement, landscaping, or irrigation systems caused by their activity. Should any public or private property be damaged or destroyed, the Contractor, at their expense, shall repair or make restoration as acceptable to the City of destroyed or damaged property within forty-eight (48) hours of notification from the City.

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.

Exhibit A - SCOPE OF WORK

CONTRACT # GRM/250099

1509 NW 20th Avenue

- 4. The Contractor's employees must wear suitable work clothes and personal protective equipment as defined by OSHA (hard hats, bucket harnesses, etc.) and meeting Manual on Uniform Traffic Control Devices (MUTCD) and National Electrical Safety Code (NESC) requirements as indicated for all work conducted and be as clean and in as good appearance as the job conditions permit.
- 5. Contractor shall operate as an independent contractor and not as an agent, representative, partner, or employee of the City of Ocala, and shall control their operations at the work site, and be solely responsible for the acts or omissions of their employees.
- 6. No smoking is allowed on City property or projects.
- 7. Contractor shall possess and maintain sufficient equipment to complete the work described herein. Contractor's equipment shall be in good repair, and contractor shall have a qualified operator to maintain the care of the equipment. All operators must be trained in proper use and care of equipment. A list of equipment shall be provided to the City upon request.
- 8. All company shirts and vehicles must have a visible company name/logo.

SUB-CONTRACTORS

1. Contractor must perform a minimum of **30%** of the work with their own forces.

SAFETY

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



•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:



1509 NW 20th Avenue Ocala, FL 34475

PERFORMED ON:

October 27, 2023

PERFORMED AND PREPARED BY:

Chris Ritko
Asbestos Building Inspector
193196

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

I. INTRODUCTION

Property Address: 1509 NW 20th Avenue

Ocala, FL 34475

Performed For: Ocala, FL Code Enforcement

201 SE 3rd Street, 2nd Floor, Ocala, FL 34475

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: October 27, 2023

Date of Report: November 06, 2023

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

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

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

Chris Ritko

Asbestos Building Inspector

193196

II. SURVEY SUMMARY

On October 27, 2023 an Asbestos Survey was performed at 1509 NW 20th Avenue, Ocala, FL 34475. The property is a single-family detached dwelling. It is approximately 1,008 square feet and was constructed in 1966.

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

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

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

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

III. ASBESTOS OVERVIEW

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

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

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 Col	lection an	d Samp	le Analysis R	Results	
Sample Number	Description	Condition	Friable	Asbestos Percent and Type	Location/ Amount	NESHAP Category
1509-1-1	Asphalt Shingle/Black	Intact	No	None Detected	Typical Exterior Roof	NA
1509-1-2	Asphalt Shingle/Black	Intact	No	None Detected	Typical Exterior Roof	NA
1509-2-1	Glazing/Tan	Intact	No	2% Chrysotile	Typical Exterior Windows	Category II
1509-2-1	Caulk/White	Intact	No	None Detected	Typical Exterior Windows	NA
1509-2-2	Glazing/Tan	Intact	No	Not Analyzed/ Positive Stop	Typical Exterior Windows	Category II
1509-2-2	Caulk/White	Intact	No	None Detected	Typical Exterior Windows	NA
1509-3-1	Drywall/Brown	Intact	Yes	None Detected	Typical Interior Walls/Ceilings	NA
1509-3-1	Joint Compound/White	Intact	Yes	None Detected	Typical Interior Walls/Ceilings	NA
1509-3-2	Drywall/Off-White	Intact	No	None Detected	Typical Interior Walls/Ceilings	NA
1509-3-2	Joint Compound/White	Intact	Yes	None Detected	Typical Interior Walls/Ceilings	NA
1509-4-1	12"x12" Floor Tile/Off-White	Intact	No	None Detected	Interior Living Room (Appx. 168 sf)	NA

	Bulk Col	lection an	d Sampl	le Analysis R	Results	
Sample Number	Description	Condition	Friable	Asbestos Percent and Type	Location/ Amount	NESHAP Category
1509-4-1	Mastic/Black	Intact	No	3% Chrysotile	Interior Living Room (Appx. 168 sf)	Category I
1509-4-2	12"x12" Floor Tile/Brown	Intact	No	None Detected	Interior Living Room (Appx. 168 sf)	NA
1509-4-2	Mastic/Black	Intact	No	Not Analyzed/ Positive Stop	Interior Living Room (Appx. 168 sf)	Category I
1509-5-1	Rolled Flooring/Off-White	Intact	No	None Detected	Interior Dining Room	NA
1509-5-1	Mastic/Black	Intact	No	None Detected	Interior Dining Room	NA
1509-5-2	Rolled Flooring/Off-White	Intact	No	None Detected	Interior Dining Room	NA
1509-5-2	Mastic/Black	Intact	No	None Detected	Interior Dining Room	NA
1509-6-1	9"x9" Floor Tile/Tan	Intact	No	2% Chrysotile	Interior West Bedroom (Appx. 65 sf)	Category I
1509-6-1	Mastic/Black	Intact	No	5% Chrysotile	Interior West Bedroom (Appx. 65 sf)	Category I
1509-6-2	9"x9" Floor Tile/Tan	Intact	No	Not Analyzed/ Positive Stop	Interior West Bedroom (Appx. 65 sf)	Category I
1509-6-2	Mastic/Black	Intact	No	Not Analyzed/ Positive Stop	Interior West Bedroom (Appx. 65 sf)	Category I
1509-7-1	12"x12" Floor Tile/Gray	Intact	No	None Detected	Interior North Bedroom (Appx. 230 sf)	NA
1509-7-1	Mastic/Yellow	Intact	No	2% Chrysotile	Interior North Bedroom (Appx. 230 sf)	Category I
1509-7-2	12"x12" Floor Tile/Gray	Intact	No	None Detected	Interior North Bedroom (Appx. 230 sf)	NA
1509-7-2	Mastic/Yellow	Intact	No	Not Analyzed/ Positive Stop	Interior North Bedroom (Appx. 230 sf)	Category I
1509-7-2	Cementitious/Tan	Intact	No	None Detected	Interior North Bedroom (Appx. 230 sf)	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.

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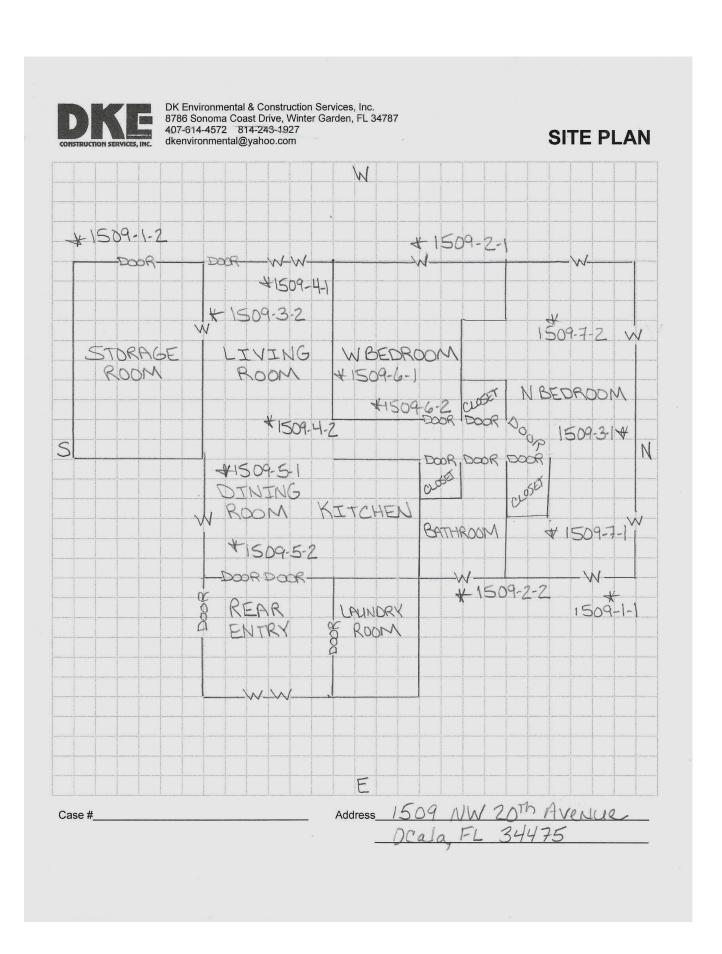
VII. **SURVEY FORMS**

ASBESTOS-CONTAINING MATERIALS SURVEY FORM

INSPECTOR NAME: (INSPECTOR LICENSE #: PROJECT #: NW 20TH AVENCE OCALA FR

ADDRESS: 509 DATE: 6/27

HOMOGENOUS AREA/MATERIAL DESCRIPTION	LOCATIONS OBSERVED	SAMPLE #	QUANTITY OBSERVED	OBSERVED	FRIABILITY	NOB MATERIAL?
(i.e. 12"x12" brown floor tile, ceiling texture, roofing shingles, caulking materials)	(i.e. Unit 101 – throughout observed unit interiors, or mechanical closets, etc.)	(from COC or list as Presumed if not sampled)	(i.e. # of elbows, throughout interior, kitchens, etc.)	Note any areas of damage observed by inspector	Friable/non- friable/ encapsulated	Yes or No
STANKE TI SAINS US	EXTECTOR ROF	1509-17(1-2)	TAPICAL ROF	DAMAGED	NE	237
N CON	EXTREIOR WINDOWS	1509-2/6-2	1509-2/1-12 TAPICAL EXTERIOR	DEST	さ	SHE SHE
DU LOINT CAMPOUND	MACHEL MINT CONDOND INFERIOR CLOCK SICKES	1506-3/1-02	1506-31-52 TUPES (3636)	12KG	し	2
RIXIS FLER LEST NORTH	INFELIAL CLUMA GOOT MEST. J. [1.2] MPCX 168 SF	1659-4-1-2)	APPX 168SF	INTACT	NE	535
ROUGO FLOODING/MS/ PC	_	(509.5-1-2)	ARX CO SF	1280	NF	534
9"X9" FLORD-TICE /MASTIK	1 STEEL WEST BEDROW 1059-6/1-2 DRX 65 ST	17	APX 65 SF	INTROCT	7	53%
2" x12" FLOOR THE MASTIC	INTERON NORTH BEODER	2-2	1-2) AFPX 230 SF	(NTAC)	4	ZZ.
			3			
	5					



VIII. SITE PHOTOGRAPHS



1509-1 Asphalt Shingle Typical Exterior Roof



1509-2 Glazing/Tan (2% Chrysotile) Caulk Typical Exterior Windows



1509-3
Drywall/Joint Compound
Typical Interior Walls/Ceilings



1509-4 12"x12" Floor Tile/White/Brown Mastic/Black (3% Chrysotile) Interior Living Room (Appx. 168 sf)



1509-5 Rolled Flooring/Mastic Interior Dining Room



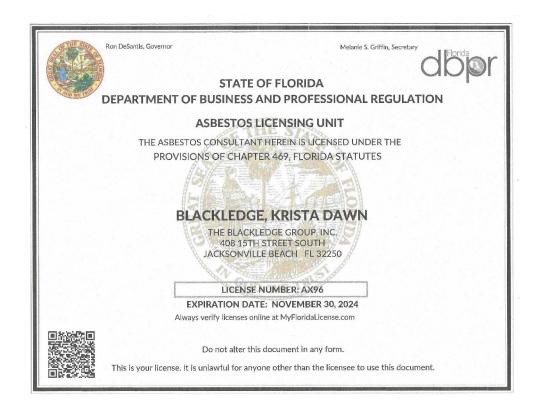
1509-6 9"x9" Floor Tile/Tan (2% Chrysotile) Mastic/Black (5% Chrysotile) Interior West Bedroom (Appx. 65 sf)



1509-7 12"x12" Floor Tile/Gray Mastic/Yellow (2% Chrysotile) Interior North Bedroom (Appx. 230 sf)

IX. LICENSING





X. ASBESTOS CONSULTANT LETTER



November 6, 2023

City of Ocala Code Enforcement Division 201 SE 3rd Street, 2nd Floor Ocala, FL 34471

RE: Limited Asbestos Survey Single-Family Detached Dwelling

1509 NW 20th Avenue Ocala, FL 34475

Dear Client:

Pursuant to your request, a limited Asbestos Survey was performed at the referenced property. The survey was performed to visually identify homogenous areas that need to have bulk samples collected for laboratory analysis in order to determine the presence of Asbestos-Containing Building Materials within the structure. The scope of work for this survey included sampling and analysis of suspect building materials. On October 27, 2023, a limited Asbestos Survey was performed at 1509 NW 20th Avenue, Ocala, Florida. The property consists of an approximate 1,008 square-foot single-family detached dwelling constructed in 1966. The structure is scheduled for demolition.

Fourteen (14) samples of suspect materials were collected and submitted to Hayes Microbial Consulting (Hayes), an American Industrial Hygiene Association (AIHA)-accredited laboratory in, Midlothian, VA, for laboratory analysis. Due to the presence of additional layers in the collected samples, 22 samples were identified and analyzed by the laboratory. All samples were analyzed utilizing Polarized Light Microscopy (PLM) according to EPA Method 600/R-93/116. Materials must contain greater than 1% asbestos to be regulated.

Analytical results revealed that five homogeneous areas contained asbestos in concentrations >1% by PLM analysis, as follows (the letter "A" denotes a second layer in a sample):

- Sample 1509-2-1, Glazing (Tan), Typical Exterior Windows, showed 2% Chrysotile Asbestos
- Sample 1509-4-1-A, Mastic (Black), Associated with 12" x 12" Floor Tile (Off-White), Interior Living Room, showed 3% Chrysotile Asbestos
- Sample 1509-6-1, 9" x 9" Floor Tile (Tan), Interior West Bedroom, showed 2% Chrysotile Asbestos
- Sample 1509-6-1-A, Mastic (Black), Associated with 9" x 9" Floor Tile (Tan), Interior West Bedroom, showed 5% Chrysotile Asbestos
- Sample 1509-7-1-A, Mastic (Yellow), Associated with 12" x 12" Floor Tile (Gray), Interior North Bedroom, showed 2% Chrysotile Asbestos

Window Glazing is a National Emission Standard for Hazardous Air Pollutants (NESHAP) Category II non-friable ACM. NESHAP Category II non-friable ACMs must be evaluated on a case-by-case basis. If NESHAP

City of Ocala November 6, 2023 Page 2

Category II non-friable ACMs are likely to become crushed, pulverized or reduced to powder during renovation activities, they should be removed by a licensed asbestos abatement contractor and disposed of at a class one landfill prior to renovation, remodeling, or demolition of the building. If NESHAP Category II non-friable ACMs are in poor condition and become friable during demolition, the material must be treated as a Regulated Asbestos Containing Material (RACM) and be removed by a licensed asbestos abatement contractor and disposed of at a class one landfill prior to renovation, remodeling, or demolition of the building.

Vinyl Floor tile and mastics associated with VFT are NESHAP Category I non-friable ACMs. NESHAP Category I non-friable ACMs are not required to be removed prior to demolition of the building, provided that wet-demolition practices are implemented during renovations and resulting debris from the structure is properly transported to a landfill permitted for disposal of ACM. If NESHAP Category I non-friable ACMs are in poor condition and become friable during demolition, the material must be treated as a RACM and be removed by a licensed asbestos abatement contractor and disposed of at a class one landfill prior to renovation, remodeling, or demolition of the building.

Due to the presence of ACM, OSHA's Asbestos Standard for the Construction Industry (29 CFR 1926.1101) must be followed. Any renovation, remodeling, or demolition of RACMs must be handled by a State Licensed Contractor under Florida Administrative Code (F.A.C.) Title XXXII Chapter 469 for Asbestos Abatement. If the materials contain asbestos that is less than or equal to 1%, the contractor must observe the asbestos permissible exposure limits (PELs) and 29 CFR 1926.1101.

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

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

Sincerely,

K. Dawn Blackledge, P.G., LAC

Senior Project Engineer

Licensed Asbestos Consultant AX96 Asbestos Consulting License #ZA539

XI. 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.

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

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

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

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

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

Page: 1 of 4

#23047117

THAYES MICROBIAL CONSULTING

Analysis Report prepared for

DK Environmental & Services, Inc. Construction

esults. 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.

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

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

We received 14 samples by US Mail in good condition for this project on October 30th, 2023.

We would like to thank you for trusting Hayes Microbial for your analytical needs!

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.

8786 Sonoma Coast Drive Winter Garden, FL 34787

Phone: (814) 243-1927

1509 NW 20th Avenue Ocala, FL 34475

Collected: October 27, Received: October 30, Reported: October 31,

Stoplen N. Hayes

Hayes Microbial Consulting, LLC.

Steve Hayes, BSMT(ASCP) Laboratory Director

EPA Laboratory ID: VA01419

Hayes Microbial Consulting, LLC.

(804) 562-3435

Lab ID: #188863

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

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DPH License: #PH-0198

contact@hayesmicrobial.com

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DK Environmental & Construction Services, Inc. Chris Ritko, MRSA2640

1509 NW 20th Avenue Ocala, FL 34475

8786 Sonoma Coast Drive Winter Garden, FL 34787

(814) 243-1927

Asbestos PLM Bull and Non-Asbestos Fibers

Non-Asbestos Fibers

None Detected

None Detected (Not Analyzed, Positive Stop) None Detected None Detected None Detected None Detected None Detected None Detected 3% Chrysotile 5% Cellulose Fibers 5% Cellulose Fibers Non-Fibrous 88% 88% 95% 95% Homogenous / Joint Compound / White Homogenous / Joint Compound / White Homogenous / Floor Tile / Off-White Homogenous / Drywall / Off-White Homogenous / Floor Tile / Brown Homogenous / Drywall / Brown Homogenous / Shingle / Black Homogenous / Shingle / Black Homogenous / Mastic / Black Homogenous / Mastic / Black Homogenous / Caulk / White Homogenous / Glazing / Tan Homogenous / Caulk / White Homogenous / Glazing / Tan Material Description 1509-4-1 - 12"x12" Floor Tile/Mastic (Living Room / 168 SF) 1509-4-2 - 12"x12" Floor Tile/Mastic (Living Room / 168 SF) 1509-1-2 - Asphalt Shingle (Typ Ext Roof) 1509-1-1 - Asphalt Shingle (Typ Ext Roof) 1509-3-1 - DW/JC (Typ Int Walls/Ceilings) 1509-3-2 - DW/JC (Typ Int Walls/Ceilings) Sample 1509-2-1 - Caulk (Typ Ext Windows) 1509-2-2 - Caulk (Typ Ext Windows) 7 က 4 2 B - 25

bestos Survey Report

3005 East Boundary Terrace, Suite F. Midlothian, VA. 23112 Mark Bergstrom, Halk Behasthum Collected: Oct 27, 2023 Project Analyst: HAYES MICROBIAL CONSULTING

Received: Oct 30, 2023

Reported: Oct 31, 2023

10 - 31 - 2023 Date:

Reviewed By:

Brian Keith,

contact@hayesmicrobial.com

10 - 31 - 2023

CONTRACT# GRM/250099

Page: 2 of 4

(804) 562-3435

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DK Environmental & Construction Services, Inc. Chris Ritko, MRSA2640

1509 NW 20th Avenue Ocala, FL 34475

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

Asbestos Fibers

None Detected
None Detected
None Detected
None Detected
State Subpart E of Part 76 and 176 an bestos Survey Report (Not Analyzed, Positive Stop (Not Analyzed, Positive Stop (Not Analyzed, Positive Stop None Detected None Detected None Detected 2% Chrysotile Non-Fibrous Homogenous / Floor Tile / Off-White Homogenous / Floor Tile / Off-White Homogenous / Cementitious / Tan Homogenous / Floor Tile / Tan Homogenous / Floor Tile / Tan Homogenous / Linoleum / Gray Homogenous / Mastic / Yellow Homogenous / Linoleum / Gray Homogenous / Mastic / Yellow Homogenous / Mastic / Black Material Description 1509-7-2 - 12"x12" Floor Tile/Mastic (N Bedroom / 230 SF) 1509-7-1 - 12"x12" Floor Tile/Mastic (N Bedroom / 230 SF) 1509-5-1 - Rolled Flooring/Mastic (Dining Room / 50 SF) 1509-5-2 - Rolled Flooring/Mastic (Dining Room / 50 SF) 1509-6-1 - 9"x9" Floor Tile/Mastic (W Bedroom / 65 SF) 1509-6-2 - 9"x9" Floor Tile/Mastic (W Bedroom / 65 SF) Sample 7 10 12 Ξ 6 #

Mark Bergstrom, Halk Behasthum Collected: Oct 27, 2023 Project Analyst: HAYES MICROBIAL CONSULTING

Received: 0ct 30, 2023

Date:

10 - 31 - 2023

(804) 562-3435

Reviewed By:

Reported: Oct 31, 2023

10 - 31 - 2023

CONTRACT# GRM/250099

Page: 3 of 4

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

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Page: 4 of 4

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(804) 562-3435

DK Environmental & Construction Services, Inc. Chris Ritko, MRSA2640 8786 Sonoma Coast Drive Winter Garden, FL 34787

(814) 243-1927

1509 NW 20th Avenue Ocala, FL 34475

#23047111^{od}

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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	ON Materials with interfering matrix, low asbestos content, or small fiber size may require additional analysis via TEM Analysis. 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.

B - 27



DK Environmental & C 8786 Sonoma Coast Drive Winter Garden, FL 34787 407-614-4572 814-243-1927 dkenvironmental@yahoo.com	DK Environmental & Construction Services, Inc. 8786 Sonoma Coast Drive Winter Garden, FL 34787 407-614-4572 814-243-1927 dkenvironmental@yahoo.com	ustod	Z =	30-2023 30-2023 9505 5161	ASBESTOS 23047117	Docusign Envelope ID: I
Job Number:	Job Name:	Collector:	Collector: Chris Ritko	Email: dkenvironmental@yahoo.com	al@yahoo.com	FF6488
Date Collected: $6/2$: Mobile:	7(28 OCALA, FL S4475	Notes: S	Notes: STOP DT FIRST	r pasitivis		36E-20CA-46
Sample #	Sample Name	Analysis Type	Volume	TAT	Notes	A8-BC
1509-1-(1-2) A	SCPLANT SMIKES (TYPIAN EXTERN ROF)	20		T001		28B-5
1508-2-(1-2) C						3DE8
	DRYLING JOING COMPOUND TYPICAL INFORM WALSTELLINGS					3B2B
(2-1)	JMSTILLUVING ROPA/168SF					674D
200	MSTIC(1				
0-(1-2)	9"x 4" From The MASIN (WEST BEOROOM/GS SF)	1				bes
,21(2-1)-t-bos)	12"X12" FLORE TILE (MOSTIC (MORCEL) BEODEON'N / 230 SF)	>		<i>→</i>		stos
						Sur
						/ey
						Repo
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Analysis Type	Description	TAT		Sample Types		
	Identification & Enumeration of Fungal Spores	24 Hour	Spore Trap cassettes, Impact slides	pact slides		C
÷,	l & E of Fungal Spores + total dander, fiber and pollen count	24 Hour	Spore Trap cassettes, Impact slides	oact slides		NC
Direct ID D	ID and Semi-quantative enumeration of spores and mycelium	24 Hour	Tape, Bio-Tape, Swab, B	Tape, Bio-Tape, Swab, Bulk, Agar Plate for ID only		ITR
	ID and Enumeration With spores count	7 Day	Tape, blo-Tape, Swab, Bulk, Agar Plate for ID only	JIK, Agar Plate for ID only	de seu de la companya	AC
55	Identification & Enumeration of Bacteria only	4 Day	Anderson Air Plate, Swab	Swab, Bulk		T#
	Identification & Enumeration of Mold and Bacteria	7 Day	Anderson Air Plate, Swab, Bulk	, Bulk		G
CS	Coliform Screen for Sewage Bacteria	2 Day	Anderson Air Plate, Swab, Bulk	, Bulk		RN
Dust Mite A1	Semi-quantative analysis of dust mite allergen	24 Hour	Bulk Dust	H		1/2
		24 Hour	Spore I rap casseites, impact slides, bio- labe	pact slides, bio-Tape		50
Refinquished by:	Date: 10/24/25 Rood By:		M Date: C	3023 Time:		099
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Certificate Of Completion

Envelope Id: FF64886E-20CA-46A8-BC8B-53DE8B2B674D

Subject: SIGNATURE - Demo & Removal of a Structure at 1509 NW 20th Avenue (GRM/250099)

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Document Pages: 50 Signatures: 4 Initials: 0 Certificate Pages: 5

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110 SE Watula Avenue City Hall, Third Floor Ocala, FL 34471 pullrich@ocalafl.gov

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William E. Sexton, Esq. wsexton@ocalafl.org

City Attorney City of Ocala

Security Level: Email, Account Authentication

(None)

William E. Sexton, Esq.

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

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Peter Lee plee@ocalafl.org City Manager

City of Ocala

Security Level: Email, Account Authentication

(None)

Peter lu 5BB28F162F2F4C2

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

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Angel B. Jacobs ajacobs@ocalafl.org City Clerk

Security Level: Email, Account Authentication (None)

angel B. Jacobs 8DB3574C28E54A5...

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

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Witness Events	Signature	Timestamp		
Notary Events	Signature	Timestamp		
Envelope Summary Events	Status	Timestamps		
Envelope Sent Certified Delivered Signing Complete Completed	Hashed/Encrypted Security Checked Security Checked Security Checked	12/16/2024 4:45:22 PM 1/6/2025 8:52:30 AM 1/6/2025 8:52:50 AM 1/6/2025 8:52:50 AM		
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