

AGREEMENT FOR SHIP/HOME/CDBG CONSTRUCTION OF SINGLE-FAMILY HOME

THIS AGREEMENT FOR SHIP/HOME/CDBG CONSTRUCTION OF SINGLE-FAMILY HOME ("Agreement") is entered into by and between the <u>CITY OF OCALA</u>, a Florida municipal corporation ("City"), <u>VERNELL E. RICKS</u> ("Owner"), and <u>ECG CONSTRUCTION</u> <u>GROUP, INC.</u>, a corporation duly organized and authorized to do business in the state of Florida (EIN# 83-4139239) ("Contractor").

RECITALS:

WHEREAS, on January 31, 2023 City issued an Invitation to Bid ("ITB") for construction of a single-family residential home located at 1408 NE 17th St. Ocala, Florida 34470, ITB No.: CDS/210838 (the "Solicitation"); and

WHEREAS, five (5) firms responded to the Solicitation and, after consideration of price and other evaluation factors set forth in the Solicitation, the bid submitted by ECG Construction Group, Inc., was found to be the lowest; and

WHEREAS, ECG Construction Group, Inc., was chosen as the intended awardee for the construction of a single-family residential home located at 1408 NE 17th St. Ocala, Florida 34470 (the "Project"); and

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

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

TERMS OF AGREEMENT:

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



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

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

Exhibit A: Scope of Work (A-1 through A-6)

Exhibit B: Work Write Up (B-1 through B-5)

Exhibit C: Building Plans (C-1 through C-8)

Exhibit D: Boundary Survey (D-1 through D-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, then (4) Exhibit D.

- 3. SCOPE OF SERVICES. Contractor shall provide all materials, labor, supervision, tools, accessories, equipment, permits, fees, testing, inspections, certifications, and all other things necessary for Contractor to perform its obligations under this Agreement as set forth in the attached Exhibit A Scope of Work and the Contract Documents. The Scope of Work under this Agreement may only be adjusted by written amendment executed by both parties.
- 4. **PROJECT SPECIFICATIONS.** This project will require the Contractor to have the following specifications and documents, which are incorporated by reference:
 - A. **City of Ocala Rehabilitation Standards Manual** available at: https://www.ocalafl.org/home/showpublisheddocument/504/637545378827730000;
 - B. City of Ocala Metering Enclosure and Equipment Standards available at:

https://www.ocalafl.org/home/showpublisheddocument/328/637632311592430000;

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

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

5. **COMPENSATION.** City shall pay Contractor, on behalf of Owner, a lump sum amount not to exceed **TWO HUNDRED FIVE THOUSAND**, **NINE HUNDRED AND NO/100**



<u>DOLLARS (\$205,900)</u> (the "Contract Sum") as full and complete compensation for the timely and satisfactory completion of the work in compliance with the Contract Documents. The Contract Sum under this Agreement may only be adjusted by written amendment executed by both parties.

- A. **Monthly Progress Payments**: The compensation amount under this section shall be paid by City, monthly, based upon a percentage of completion of the work as invoiced by Contractor and approved by City. The compensation sought under this Agreement is subject to the express terms of this Agreement and any applicable Federal and/or state laws.
- B. **Project Schedule and Progress Reports**. A progress report and updated project schedule must be submitted with each monthly pay request indicating the percent of services completed to date. This report will serve as support for payment to Contractor and the basis for payment in the event project is suspended or abandoned.
- C. Invoice Submission. Contractor must invoice at least once a month. All invoices submitted by Contractor shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. Contractor shall be provided with a cover sheet for invoicing. This cover sheet must be filled out correctly and submitted with each invoice. Contractor shall submit the original invoice through the responsible City Project Manager at: City of Ocala Community Development Services Department, Attn: Chris Lewis, 201 SE 3rd Street 2nd Floor, Ocala, Florida 34471, Telephone: 352-425-7686; E-Mail: clewis@ocalafl.org.
- D. **Payment of Invoices by City**. The City Project Manager must review and approve all invoices prior to payment. City Project Manager's approval shall not be unreasonably withheld, conditioned, or delayed. Payments by City shall be made no later than the time periods established in section 218.735, Florida Statutes.
- E. Withholding of Payment. City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Contractor; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; (iii) which fails to comply with any term, condition, or other requirement under this Agreement; or for (iv) representations provided in Contractor's billing statements that are wholly or partially inaccurate. Any payment withheld shall be released and remitted to Contractor within THIRTY



- (30) calendar days of the Contractor's remedy or resolution of the inadequacy or defect.
- F. **Excess Funds**. If due to mistake or any other reason Contractor receives payment under this Agreement in excess of what is provided for by the Agreement, Contractor shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Contractor's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgments at the highest rate as allowed by law.
- G. **Tax Exemption**. City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Contractor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Contractor be authorized to use City's Tax Exemption Number for securing materials listed herein.
- 6. **TIME FOR PERFORMANCE**. Time is of the essence with respect to the performance of all duties, obligations, and responsibilities set forth in this Agreement and the Contract Documents.
 - A. **Lead Time**: The maximum acceptable lead time on materials is **TWO (2) WEEKS**. The City shall issue a Notice to Proceed (NTP) upon notification of the receipt of materials by the Contractor
 - B. Contractor shall mobilize and commence work no later than <u>TEN (10)</u> working days from the date of issuance of a Notice to Proceed for the project by City. **At no time** will the Contractor be allowed to lag behind.
 - C. All work shall be substantially completed by Contractor in a manner satisfactory to the City Project Manager within <u>ONE HUNDRED TWENTY (120)</u> days of the start date indicated on the Notice to Proceed and ready for final payment within TEN (10) days of substantial completion.
 - D. The Time for Performance under this Agreement may only be adjusted by Change Order, in the sole and absolute discretion of City. Any request for an extension of the Time for Performance must be submitted in a writing delivered to the City Project Manager, along with all supporting data, within THREE (3) calendar days of the occurrence of the event giving rise to the need for adjustment unless the City



- allows an additional period of time to ascertain more accurate data. All requests for adjustments in the Contract Time shall be determined by City.
- E. As to any delay, inefficiency, or interference in this performance of this Agreement caused by any act or failure to act by City, the Contractor's sole remedy shall be the entitlement of an extension of time to complete the performance of the affected work in accordance with the Contract Documents. Contractor agrees to make no claim for extra or additional costs attributable to said delays, inefficiencies, or interference, except as provided in this Agreement.
- F. None of the provisions of this section shall exclude City's right of recovery for damages caused by delays or inefficiencies caused by any act or failure to act by Contractor, to include costs incurred by City for the procurement of additional professional services.
- 7. **FORCE MAJEURE**. Neither party shall be liable for delay, damage, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes and labor disputes, acts of war, acts of nature, terrorism, civil unrest, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions, or any other like reason which is beyond the control of the respective party ("Force Majeure"). The party affected by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.
 - A. The party affected by force majeure shall provide the other party with full particulars thereof including, but not limited to, the nature, details, and expected duration thereof as soon as it becomes aware.
 - B. When force majeure circumstances arise, the parties shall negotiate in good faith any modifications of the terms of this Agreement that may be necessary or appropriate in order to arrive at an equitable solution. Contractor performance shall be extended for a number of days equal to the duration of the force majeure. Contractor shall be entitled to an extension of time only and, in no event, shall Contractor be entitled to any increased costs, additional compensation, or damages of any type resulting from such force majeure delays.
- 8. **INSPECTION AND ACCEPTANCE OF THE WORK**. Contractor shall report its progress to the City Project Manager as set forth herein. All services, work, and materials provided



by Contractor under this Agreement shall be provided to the satisfaction and approval of the Project Manager.

- A. The Project Manager shall decide all questions regarding the quality, acceptability, and/or fitness of materials furnished, or workmanship performed, the rate of progress of the work, the interpretation of the plans and specifications, and the acceptable fulfillment of the Agreement, in his or her sole discretion, based upon both the requirements set forth by City and the information provided by Contractor in its Proposal. The authority vested in the Project Manager pursuant to this paragraph shall be confined to the direction or specification of what is to be performed under this Agreement and shall not extend to the actual execution of the work.
- B. Neither the Project Manager's review of Contractor's work nor recommendations made by Project Manager pursuant to this Agreement will impose on Project Manager any responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident Contractor's furnishing and performing the work.
- 9. **TERMINATION AND DEFAULT**. Either party, upon determination that the other party has failed or refused to perform or is otherwise in breach of any obligation or provision under this Agreement or the Contract Documents, may give written notice of default to the defaulting party in the manner specified for the giving of notices herein. Termination of this Agreement by either party for any reason shall have no effect upon the rights or duties accruing to the parties prior to termination.
 - A. **Termination by City for Cause**. City shall have the right to terminate this Agreement immediately, in whole or in part, upon the failure of Contractor to carry out any obligation, term, or condition of this Agreement. City's election to terminate the Agreement for default shall be communicated by providing Contractor written notice of termination in the manner specified for the giving of notices herein. Any notice of termination given to Contractor by City shall be effective immediately, unless otherwise provided therein, upon the occurrence of any one or more of the following events:
 - (1) Contractor fails to timely and properly perform any of the services set forth in the specifications of the Agreement;



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



in the notice, notify all subcontractors of the effective date of the termination, and minimize all further costs to City including, but not limited to, the placing of any and all orders for materials, facilities, or supplies, in connection with its performance under this Agreement. Contractor shall be entitled to receive compensation solely for: (1) the actual cost of the work completed in conformity with this Agreement; and/or (2) such other costs incurred by Contractor as permitted under this Agreement and approved by City.

- 10. **LIQUIDATED DAMAGES FOR LATE COMPLETION**. The parties agree that it would be extremely difficult and impracticable under the presently known facts and anticipated circumstances to ascertain and fix the actual damages that City and its residents would incur should Contractor fail to achieve Substantial Completion and/or Final Completion and readiness for final payment by the dates specified for each under the terms of this Agreement. Accordingly, the parties agree that should Contractor fail to achieve Substantial Completion by the date specified, then Contractor shall pay City, as liquidated damages and not as a penalty, the sum of ONE HUNDRED AND NO/100 **DOLLARS** (\$100) per day for each calendar day of unexcused delay in achieving Substantial Completion beyond the date specified for Substantial Completion in the Contract Documents. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in the Contract Documents for Final Completion and readiness for final payment or any proper extension thereof granted by City, Contractor shall pay City, as liquidated damages and not as a penalty, additional sum of FIFTY AND NO/100 DOLLARS (\$50) per day for each calendar day of unexcused delay in achieving completion and readiness for final payment.
 - A. **No Waiver of Rights or Liabilities**. Permitting Contractor to continue and finish the work, or any part thereof, beyond the dates specified for Substantial Completion and/or Final Completion and readiness for final payment shall not operate as a waiver on the part of the City of any of its rights under this Agreement. Any liquidated damages assessed pursuant to this section shall not relieve Contractor from liability for any damages or costs of other contractors caused by a failure of Contractor to complete the work as agreed.
 - B. **Right to Withhold or Deduct Damages**. When liquidated damages are due and owing, City shall have the right to: (1) deduct the liquidated damages from any money in its hands or from any money otherwise due or to become due to



- Contractor; or to (2) initiate any applicable dispute resolution procedure for the recovery of liquidated damages within the times specified under this Agreement.
- C. **Non-Cumulative**. The parties agree and understand that the amounts set forth under this section for liquidated damages are not cumulative with one another. The amount set forth as liquidated damages for Contractor's failure to achieve Substantial Completion shall be assessed upon default and continue until Substantial Completion is attained. The amount set forth as liquidated damages for Contractor's failure to achieve Final Completion and readiness for payment shall be assessed after Substantial Completion is attained and apply until Final Completion is attained.
- D. **Additional Costs.** In addition to the liquidated damages set forth under this section, Contractor agrees to pay all costs and expenses incurred by City due to Contractor's delay in performance to include inspection fees, superintendence costs, and travel expenses.
- E. **Injunctive Relief.** The parties acknowledge that monetary damages may not be a sufficient remedy for Contractor's failure to achieve Substantial Completion or Final Completion in accordance with the terms of this Agreement, and that City shall be entitled, in addition to all other rights or remedies in law and equity, to seek injunctive relief.
- 11. **WARRANTY.** Contractor warrants that all labor, materials, and equipment furnished under the agreement are new, of the type and quality required for the Project, and installed in a good and workmanlike manner in accordance with the Contract Documents.
 - A. Contractor shall guarantee that the work shall be free from any defects in workmanship for a period of not less than **ONE (1) YEAR** from the date of Final Completion.
 - B. Contractor shall guarantee that the materials provided shall be free from any defects for the longer of: (1) **ONE (1) YEAR** from the date of Final Completion; or (2) the period of warranty provided by any supplier or manufacturer.
 - C. Contractor shall obtain for the benefit of City and Owner all standard warranties of subcontractors, suppliers, and manufacturers of all material, equipment, or supplies manufactured, furnished, or installed. All written warranties for work, materials, or equipment supplied must be provided to the City Project Manager before final payment will be authorized.



- 12. **DELAYS AND DAMAGES.** The Contractor agrees to make no claim for extra or additional costs attributable to any delays, inefficiencies, or interference in the performance of this contract occasioned by any act or omission to act by the City except as provided in the Agreement. The Contractor also agrees that any such delay, inefficiency, or interference shall be compensated for solely by an extension of time to complete the performance of the work in accordance with the provision in the standard specification.
- 13. **PERFORMANCE EVALUATION**. At the end of the contract, City may evaluate Contractor's performance. Any such evaluation will become public record.
- 14. **NOTICE REGARDING FAILURE TO FULFILL AGREEMENT**. Any contractor who enters into an Agreement with the City of Ocala and fails to complete the contract term, for any reason, shall be subject to future bidding suspension for a period of **ONE (1)** year and bid debarment for a period of up to **THREE (3)** years for serious contract failures.
- 15. **CONTRACTOR REPRESENTATIONS**. Contractor expressly represents that:
 - A. Contractor has read and is fully familiar with all the terms and conditions of this Agreement, the Contract Documents, and other related data and acknowledges that they are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of the work to be performed by Contractor under this Agreement.
 - B. Contractor has disclosed, in writing, all known conflicts, errors, inconsistencies, discrepancies, or omissions discovered by Contractor in the Contract Documents, and that the City's written resolution of same is acceptable to Contractor.
 - C. Contractor has had an opportunity to visit, has visited, or has had an opportunity to examine and ask questions regarding the sites upon which the work is to be performed and is satisfied with the site conditions that may affect cost, progress, and performance of the work, as observable or determinable by Contractor's own investigation.
 - D. Contractor is satisfied with the site conditions that may affect cost, progress, and performance of the work, as observable or determinable by Contractor's own investigation.
 - E. Contractor is familiar with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement whatsoever.



- F. Public Entity Crimes. Neither Contractor, its parent corporations, subsidiaries, members, shareholders, partners, officers, directors, or executives, nor any of its affiliates, contractors, suppliers, subcontractors, or consultants under this Agreement have been placed on the convicted vendor list following a conviction of a public entity crime. Contractor understands that a "public entity crime" as defined in section 287.133(1)(g), Florida Statutes, is "a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States..." Contractor further understands that any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime: (1) may not submit a bid, proposal, or reply on a contract: (a) to provide any goods or services to a public entity; (b) for the construction or repair of a public building or public work; or (c) for leases of real property to a public entity; (2) may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and (3) may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- 16. **OWNER'S RESPONSIBILITIES**. Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of Owner:
 - A. **Cooperation**. Owner shall cooperate with City and Contractor during the performance of the work. Owner hereby designates City as its agent to oversee and approve Contractor's work and to authorize payment to Contractor for approved invoices.
 - B. **Access**. Owner shall grant access to the property subject to this Agreement. Owner may continue to occupy the property subject to this Agreement during Contractor's performance of the work unless otherwise agreed to by City, Contractor, and Owner. City shall not be responsible for relocating Owner during the pendency of the work.
 - C. Personal Property and Storage. Owner agrees to remove any personal property within the project construction area so as to not interfere with the progress of the work. Owner shall ensure Contractor has easy access in and around the project construction area for the operation of equipment required for the performance of the work. Owner will allow for the necessary movement and replacement of rugs,



- furniture, and/or storage boxes as necessary for Contractor's performance of the work. Owner shall be responsible for procuring at Owner's sole expense any needed external storage. City shall not be liable for damage to Owner's personal property due to Owner's failure to remove said personal property pursuant to this section.
- D. **Pets**. Owner shall secure any and all pets in a location which does not interfere with the performance of the work or the Contractor's ability to fulfill its requirements under this Agreement. All pets shall be the sole responsibility of the Owner at all times hereunder.
- E. **Utilities.** Owner shall furnish and allow the use of electricity and water by Contractor at no additional cost to City or Contractor during Contractor's performance of the work.
- F. **License to Photograph Property**. Owner expressly grants to City the right to photograph or film images of the property subject to this Agreement, including the exterior and interior of the home or other structure, for documentation, education, and publicity purposes provided that such use shall not be for commercial purposes.
- G. **Color Coordination.** All colors for all materials shall be chosen by Owner at the time of execution of this Agreement from the pre-selected options provided by the Community Development Services Department. This section applies, but is not limited to, color selection for roofing, windows, interior and exterior paint, cabinets, flooring, plumbing fixtures, doors, trim, and appliances.
- H. **Homeowner's Insurance**. No insurance is provided by City under this contract to cover Owner. City recommends that Owner obtain a homeowner's insurance or other comparable policy that is sufficient and adequate to produce Owner's interests and/or liabilities.

Lien on Property.

- (1) Owner agrees to occupy and remain in possession of the property subject to this Agreement for a period of not less than **FIVE (5) YEARS** from the date of execution of this Agreement.
- (2) Owner shall execute a Deferred Mortgage Loan equal to the total cost of rehabilitation set forth in the mortgage documents which names the City of Ocala as the lien holder. In the event that the amount set forth on the original Deferred Mortgage Loan does not represent the final cost of the rehabilitation services performed under this Agreement, Owner agrees to execute an



- amendment to the Deferred Mortgage Loan to reflect the true total cost of rehabilitation upon City's request.
- (3) Owner's failure to comply with the provisions set forth herein shall constitute an event of default which may result in the acceleration of the repayment of the mortgage loan balance by Owner.
- 17. **CONTRACTOR RESPONSIBILITIES**. Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of Contractor:
 - A. Contractor shall competently and efficiently supervise, inspect, and direct all work to be performed under this Agreement, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents. Contractor shall be responsible to see that the finished work complies accurately with the contract and the intent thereof.
 - B. Contractor shall have a competent resident job superintendent at the project worksite. Contractor's superintendent shall be the Contractor's primary representative at the project worksite and shall have authority to act on behalf of Contractor. Any and all directives given to the superintendent shall be binding on Contractor
 - C. Contractor shall be solely responsible for the means, methods, techniques, sequences, or procedures of construction and safety precautions or programs incident thereto.
 - D. Contractor shall comply with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement, to include obtaining all permits, licenses, and other authorizations necessary for the prosecution of the work and be responsible for all costs associated with same.
 - E. Contractor shall operate and cause all construction equipment and materials supplied for or intended to be utilized in the Project to be operated and stored in only those areas prescribed by City. This includes the operations of workmen.
 - F. Contractor shall be fully responsible for receipt, inspection, acceptance, handling, and storage of all construction equipment and materials supplied for or intended to be utilized in the Project, whether furnished by Contractor or City. Contractor shall be responsible for providing adequate safeguards to prevent loss, theft, damage, or commingling with other materials or projects.



- G. Contractor shall be fully responsible for all acts and omissions of its subcontractors, employees, and other persons or organizations directly or indirectly employed by them.
- H. Contractor shall utilize competent employees during the performance of the work. At the request of City, Contractor shall replace any incompetent, unfaithful, abusive, and/or disorderly person under Contractor's employ. City and Contractor shall each promptly notify the other of any complaints received. Smoking is prohibited at the Project worksite and Contractor shall ensure that its employees, subcontractors, and employees of its subcontractors abide by City's smoking regulations.
- I. All Contractor and subcontractor vehicles shall have their company names located on the sides and all personnel shall be required to wear company attire. Contractor shall coordinate services with the City's Project Manager.
- J. Contractor understands the use and/or possession of alcohol or drugs on a work sit is strictly prohibited. This is defined as either coming to the work site under the influence of alcohol/drugs or the use of alcohol/drugs on the work site. Contractor shall inform its subcontractors and employees of this policy. This policy shall be enforced at all times, including lunch, and before and after working hours on the site. Violation of this policy by Contractor, its employees, or its subcontractors shall be grounds for immediate termination of this Agreement by City and/or Owner.
- K. Normal working hours shall be from 8:00 a.m. to 5:00 p.m., Monday through Friday. Any changes in the work hours must be agreed to by City, Owner, Contractor, and any subcontractors.
- L. Contractor shall not display any signs, posters, or other advertising matter in or on any part of work or around the site thereof without the specific approval in writing by City.
- M. Contractor shall promptly secure all necessary permits, inspections and approvals required and allow all inspections of all work by authorized personnel.
- N. Contractor shall continue its performance under this Agreement during the pendency of any dispute or disagreement arising out of or relating to this Agreement, except as Contractor and City may otherwise agree in writing.
- 18. **RESPONSIBILITIES OF CITY.** Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of Contractor:



- A. City shall serve as agent for Owner and administer this Agreement for Owner as it is necessary to ensure the satisfactory performance of this Agreement.
- B. City shall pay Contractor on behalf of Owner for the timely and satisfactory performance of the Work required under this Agreement.
- C. City will require and enforce Contractor compliance with the terms, conditions, and procedures set forth in this Agreement.
- D. City shall issue all communications to Contractor. City has the authority to request changes in the work in accordance with the terms of this Agreement and with the terms in **Exhibit A Scope of Work.** City has the authority to stop work or to suspend any work for any reason.
- 19. **NO EXCLUSIVITY**. It is expressly understood and agreed by the parties that this is not an exclusive agreement. Nothing in this Agreement shall be construed as creating any exclusive arrangement with Contractor or as prohibit City from either acquiring similar, equal, or like goods and/or services or from executing additional contracts with other entities or sources.
- 20. RIGHT OF ACCESS AND OTHER WORK PERFORMED BY THIRD PARTIES. City may perform additional work related to the Project itself, or have additional work performed by utility service companies, or let other direct contracts therefore which shall contain General Conditions similar to these. Contractor shall afford the utility service companies and the other contractors who are parties to such direct contracts (or City if City is performing the additional work with City's employees) reasonable opportunity for the introduction and storage of materials and equipment and the execution of work and shall properly connect and coordinate his work with theirs.
 - A. If any part of Contractor's work depends for proper execution or results upon the work of any such other contractor or utility service company (or City), Contractor shall inspect and promptly report to City in writing any latent or apparent defects or deficiencies in such work that render it unsuitable for such proper execution and results. Contractor's failure to so report shall constitute an acceptance of the other work as fit and proper for integration with Contractor's work except for latent or non-apparent defects and deficiencies in the other work.
 - B. Contractor shall do all cutting, fitting, and patching of work that may be required to make the parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise



altering their work, and will only cut or alter their work with the written consent of City.

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

22. APPLICABLE FEDERAL PROVISIONS.

- A. **Civil Rights Act of 1964**. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- B. **Equal Employment Opportunity**. Contractor shall comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- C. **Copeland Anti-Kickback Act**. Contractor shall comply with the provisions with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").
- D. Compliance in the Provision of Training, Employment, and Business Opportunities. The work to be performed under this Agreement is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development (the "Department") and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701. The parties to this Agreement shall comply with the provisions of Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 134, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement. The parties certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- 23. **COMMERCIAL AUTO LIABILITY INSURANCE.** Contractor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of



commercial auto liability insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage arising out of Contractor's operations and covering all owned, hired, scheduled, and non-owned automobiles utilized in said operations. If Contractor does not own vehicles, Contractor shall maintain coverage for hired and non-owned automobile liability, which may be satisfied by way of endorsement to Contractor's Commercial General Liability policy or separate Commercial Automobile Liability policy.

- 24. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Contractor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of commercial general liability insurance with limits not less than:
 - A. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate (or project aggregate, if a construction project) for bodily injury, property damage, and personal and advertising injury; and
 - B. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate (or project aggregate, if a construction project) for products and completed operations.
 - C. Policy must include coverage for contractual liability and independent contractors.
 - D. The City, a Florida municipal corporation, and its officials, employees, and volunteers are to be covered as additional insureds with a CG 20 26 04 13 Additional Insured Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liabilities arising out of activities performed by or on behalf of Contractor. This coverage shall contain no special limitation on the scope of protection to be afforded to the City, its officials, employees, and volunteers.
- 25. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY. Contractor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement adequate workers' compensation and employer's liability insurance covering all of its employees in at least such amounts as required by Chapter 440, Florida Statutes, and all other state and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable. Contractor shall similarly require any and all of its subcontractors to afford such coverage for all of its employees as required by applicable law. Contractor shall waive and shall ensure that Contractor's insurance carrier waives, all subrogation rights against the City of Ocala and its officers,



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

26. MISCELLANEOUS INSURANCE PROVISIONS.

- A. Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by Contractor shall not be interpreted as limiting Contractor's liability or obligations under this Agreement. City does not in any way represent that these types or amounts of insurance are sufficient or adequate enough to protect Contractor's interests or liabilities or to protect Contractor from claims that may arise out of or result from the negligent acts, errors, or omissions of Contractor, any of its agents or subcontractors, or for anyone whose negligent act(s) Contractor may be liable.
- B. No insurance shall be provided by the City for Contractor under this Agreement and Contractor shall be fully and solely responsible for any costs or expenses incurred as a result of a coverage deductible, co-insurance penalty, or self-insured retention to include any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation.
- C. Certificates of Insurance. No work shall be commenced by Contractor under this Agreement until the required Certificate of Insurance and endorsements have been provided nor shall Contractor allow any subcontractor to commence work until all similarly required certificates and endorsements of the subcontractor have also been provided. Work shall not continue after expiration (or cancellation) of the Certificate of Insurance and work shall not resume until a new Certificate of Insurance has been provided. Contractor shall provide evidence of insurance in the form of a valid Certificate of Insurance (binders are unacceptable) prior to the start of work contemplated under this Agreement to: City of Ocala. Attention: Procurement & Contracting Department, Address: 110 SE Watula Avenue, Third Floor, Ocala Florida 34471, E-Mail: vendors@ocalafl.org. 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. <u>Failure to Maintain Coverage</u>. In the event Contractor fails to disclose each applicable deductible/self-insured retention or obtain or maintain in full force and effect any insurance coverage required to be obtained by Contractor under this Agreement, Contractor shall be considered to be in default of this Agreement.

- D. <u>City as an Additional Insured.</u> The City of Ocala shall be named as an Additional Insured and Certificate Holder on all liability policies identified in this Section with the exception of Workers' Compensation and Professional Liability policies.
- E. <u>Notice of Cancellation of Insurance</u>. Contractor's Certificate of Insurance shall provide <u>THIRTY (30) DAY</u> notice of cancellation, <u>TEN (10) DAY</u> 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 <u>vendors@ocalafl.org</u>.
- 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. <u>Severability of Interests.</u> Contractor shall arrange for its liability insurance to include, or be endorsed to include, a severability of interests/cross-liability provision so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.
- 27. **SAFETY/ENVIRONMENTAL.** Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Contractor shall make an effort to detect hazardous conditions and shall take prompt action where necessary to avoid accident, injury or property damage. EPA, DEP, OSHA and all other applicable safety laws and ordinances shall be followed as well as American National Standards Institute Safety Standards. Contractor shall take all necessary



precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

- A. All employees on the work and other persons that may be affected thereby;
- B. All work, materials, and equipment to be incorporated therein, whether in storage on or off the site; and
- C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

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

- 28. **TRAFFIC CONTROL AND BARRICADES.** The Contractor shall mitigate impact on local traffic conditions to all extents possible. The Contractor is responsible for establishing and maintaining appropriate traffic control and barricades. The Contractor shall provide sufficient signing, flagging, and barricading to ensure the safety of vehicular and pedestrian traffic at all locations where work is being done under this Agreement.
 - A. In addition to the requirements set forth in bid, the Contractor shall maintain at all times a good and sufficient fence, railing or barrier around all exposed portions of said work in such a manner as to warn vehicular and pedestrian traffic of hazardous conditions.
 - B. Should Contractor fail to properly barricade his work or stored material sites in the manner outlined above, the City may have the necessary barricading done, and all cost incurred for said barricading shall be charged to the Contractor.
- 29. **WORK SITE AND CLEANUP.** Contractor shall confine construction equipment, stored materials, and the operations of workers to only those areas prescribed by City. Daily, during the progress of the work, Contractor shall keep the premises free from accumulations of waste materials, rubbish, and all other debris resulting from the work. At the completion of the work, Contractor shall remove all waste materials, rubbish, and debris from and about the premises, as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by Owner. Contractor shall provide an inventory listing of all surplus



- materials in an area designated by City. Contractor shall restore to their original condition those portions of the site not designated or alteration by the Contract.
- 30. **NON-DISCRIMINATORY EMPLOYMENT PRACTICES**. During the performance of the contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, sexual orientation, gender identity, marital or domestic partner status, familial status, or veteran status and shall take affirmative action to ensure that an employee or applicant is afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.
- 31. **SUBCONTRACTORS.** Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by City or its representatives to any subcontractor of Contractor or any other persons or organizations having a direct contract with Contractor, nor shall it create any obligation on the part of City or its representatives to pay or seek payment of any monies to any subcontractor of Contractor or any other persons or organizations having a direct contract with Contractor, except as may otherwise be required by law. City shall not be responsible for the acts or omissions of any Contractor, subcontractor, or of any of their agents or employees, nor shall it create any obligation on the part of City or its representatives to pay or to seek the payment of any monies to any subcontractor or other person or organization, except as may otherwise be required by law.
- 32. **EMERGENCIES**. In an emergency affecting the welfare and safety of life or property, Contractor, without special instruction or authorization from the City Project Manager, is hereby permitted, authorized, and directed to act at its own discretion to prevent threatened loss or injury. Except in the case of an emergency requiring immediate remedial work, any work performed after regular working hours, on Saturdays, Sundays, or legal holidays, shall be performed without additional expense to the City unless such work has been specifically requested and approved by the City Project Manager. Contractor shall be required to provide to the City Project Manager with the names, addresses and telephone numbers of those representatives who can be contacted at any time in case of emergency. Contractor's emergency representatives must be fully



- authorized and equipped to correct unsafe or excessively inconvenient conditions on short notice by City or public inspectors.
- 33. **INDEPENDENT CONTRACTOR STATUS.** Contractor acknowledges and agrees that under this Agreement, Contractor and any agent or employee of Contractor shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the services and work required under this Agreement. Neither Contractor nor its agents or employees shall represent or hold themselves out to be employees of City at any time. Neither Contractor nor its agents or employees shall have employee status with City. Nothing in this Agreement shall constitute or be construed to create any intent on the part of either party to create an agency relationship, partnership, employer-employee relationship, joint venture relationship, or any other relationship which would allow City to exercise control or discretion over the manner or methods employed by Contractor in its performance of its obligations under this Agreement.
- 34. **ACCESS TO FACILITIES.** City shall provide Contractor with access to all City facilities as is reasonably necessary for Contractor to perform its obligations under this Agreement.
- 35. **ASSIGNMENT.** Neither party may assign its rights or obligations under this Agreement to any third party without the prior express approval of the other party, which shall not be unreasonably withheld.
- 36. **RIGHT OF CITY TO TAKE OVER CONTRACT.** Should the work to be performed by Contractor under this Agreement be abandoned, or should Contractor become insolvent, or if Contractor shall assign or sublet the work to be performed hereunder without the written consent of City, the City Project Manager shall have the power and right to hire and acquire additional men and equipment, supply additional material, and perform such work as deemed necessary for the completion of this Agreement. Under these circumstances, all expenses and costs actually incurred by City to accomplish such completion shall be credited to City along with amounts attributable to any other elements of damage and certified by the Project Manager. The City Project Manager's certification as to the amount of such liability shall be final and conclusive.
- 37. **PUBLIC RECORDS.** The Contractor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, the Contractor shall:



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

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

38. **AUDIT.** Contractor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the



- Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.
- 39. **PUBLICITY.** Contractor shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.
- 40. **E-VERIFY.** Pursuant to section 448.095, Contractor shall register with and use the U.S. Department of Homeland Security's ("DHS") E-Verify System, accessible at https://e-verify.uscis.gov/emp, to verify the work authorization status of all newly hired employees. Contractor shall obtain affidavits from any and all subcontractors in accordance with paragraph 2(b) of section 448.095, Florida Statutes, and maintain copies of such affidavits for the duration of this Agreement. By entering into this Agreement, Contractor certifies and ensures that it utilizes and will continue to utilize the DHS E-Verify System for the duration of this Agreement and any subsequent renewals of same. Contractor understands that failure to comply with the requirements of this section shall result in the termination of this Agreement and Contractor may lose the ability to be awarded a public contract for a minimum of one (1) year after the date on which the Agreement was terminated. Contractor shall provide a copy of its DHS Memorandum of Understanding upon City's request. Please visit www.e-verify.gov for more information regarding the E-Verify System.
- 41. **CONFLICT OF INTEREST.** Contractor is required to have disclosed, with the submission of their bid, the name of any officer, director, or agent who may be employed by the City. Contractor shall further disclose the name of any City employee who owns, directly or indirectly, any interest in Contractor's business or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.
- 42. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power, or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power, or remedy under this Agreement. No notice to or demand on any party in any circumstance



shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.

- 43. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.
- 44. **INDEMNITY.** Contractor and Owner shall indemnify City and its elected officials, employees and volunteers against, and hold City and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Contractor, Owner, their agents, and their employees.
- 45. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.
- 46. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Contractor: ECG Construction Group, Inc.

Attention: Edwin Griffis

770 NW 110th St.

Reddick, Florida 32686

E-Mail: ecgconstructiongroup@yahoo.com

Phone: 352-260-5765



If to City of Ocala as Agent Daphne Robinson, Esq., Contracting Officer

for Owner: City of Ocala

110 SE Watula Avenue, Third Floor

Ocala, Florida 34471 Phone: 352-629-8343

E-mail: notices@ocalafl.org

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

City of Ocala

110 SE Watula Avenue, Third Floor

Ocala, FL 34471

Phone: 352-401-3972

E-Mail: cityattorney@ocalafl.org

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

48. JURY WAIVER. IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A



TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

- 49. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.
- 50. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.
- 51. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all of whom shall be bound by the provisions hereof.
- 52. **MUTUALITY OF NEGOTIATION.** Contractor and City acknowledge that this Agreement is a result of negotiations between Contractor and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.
- 53. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
- 54. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or



- discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.
- 55. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
- 56. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
- 57. **ELECTRONIC SIGNATURE(S).** Contractor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.
- 58. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements, or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.
- 59. **LEGAL AUTHORITY**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

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



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

ATTEST:	CITY OF OCALA
Angel B. Jacobs	James P. Hilty
City Clerk	City Council President
	Date:
Reviewed and Approved by Community Development Services Department:	ECG CONSTRUCTION GROUP, INC.
James Haynes, Director Community Development Services	(Authorized Signatory)
Approved as to form and legality:	By:(Printed Name of Signatory)
William E. Sexton City Attorney	Title:(Title of Authorized Signatory)
	Date:



Signature:	PROPERTY/HOMEOWNER
(Signature of First Witness)	(Signature of Property/Homeowner)
(Printed Name of First Witness)	(Printed Name of Homeowner)
	Date:
(Signature of Second Witness)	
(Printed Name of Second Witness)	

BACKGROUND

- Contractor needs to perform the construction of a single-family residential home located at 1408 NE 17th ST., Ocala, FL, 34470. Contractor will provide all labor, materials, and equipment necessary to perform these services.
- 2. All work to be completed as outlined in Exhibit A Scope of Work, Exhibit B Work Write-up, and Exhibit C Building Plans, and in strict accordance with the Current Florida Building Code. If Exhibit A Scope of Work, Exhibit B Work Write-up, and Exhibit C Building Plans are ever in conflict with the Current Florida Building Code, the Building Code shall prevail. Upon formal award of the bid, an additional copy of the digital plans, with the engineer's seal, will be provided to the prevailing Contractor.

PERMIT AND SPECIFICATION REQUIREMENTS

- 1. **Permits Required:** Contractor will be responsible for obtaining the following City of Ocala permits at no additional cost to the City:
 - Building
 - Plumbing
 - Electrical
 - Mechanical
- 2. No work shall commence, nor will any permits be issued, until the associated contract has been approved and signed by all applicable parties.
- 3. **Permit Fee Schedule:** For information regarding permitting fees, please visit the following link: https://www.ocalafl.org/home/showpublisheddocument/490/637545367420930000
- 4. **Specifications:** All work shall be in compliance with the rehabilitation specifications and guidelines outlined in the Florida Building Code: https://floridabuilding.org/c/default.aspx
- 5. Work Summaries and Reports:
 - A. Exhibit A Scope of Work
 - B. Exhibit B Work Write-Up
 - C. Exhibit C Building Plans
 - D. Exhibit D Boundary Survey

CONSTRUCTION TIMEFRAME

- 1. **Weather Days:** The Contractor shall submit a written request to the City Project Manager (email is the preferred method) for additional days when work is suspended or delayed by weather. Weather days shall be reconciled with each monthly pay application for the time period in which the application is submitted and shall be final. Contractor performance and execution of work will be considered in the determination for granting additional days.
- 2. **Lead Time:** The maximum acceptable lead time on materials is two (2) weeks. The City shall issue a Notice to Proceed (NTP) upon notification of the receipt of materials by Contractor.

ANTICIPATED TASKS AND HOURS

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

PROJECT SUMMARY

- 1. This work includes but is not limited to the following:
 - Plate Height
 - Exterior Wall Construction
 - Roof
 - Eve Drip
 - Shingles
 - Vent Penetrations
 - Fascia/Soffit
 - Interior Studs
 - Insulation
 - Exterior Wall Finish
 - Front Entry Ceiling
 - Windows
 - Entry Doors
 - Interior Doors
 - Interior Trim
 - Ceiling/Walls
 - Electrical
 - Meter Enclosure
 - Smoke/CO Detectors
 - Light/Fan Switches/Receptacles
 - Lighting (Interior & Exterior)
 - Ceiling Fan/LED Light Units
 - Water and Sewer Connections
 - Plumbing
 - Kitchen
 - Bathrooms
 - Cabinets
 - Closet
 - Mechanical

Exhibit A - SCOPE OF WORK

- Flooring
- Bath Wall Tile
- Appliances
- Paint
- Concrete Driveway
- Sidewalk/ADA Ramps
- Landscaping
- 2. Work shall be coordinated with the City Rehabilitation Specialist, Chris Lewis, 352-629-8333 or 352-425-7686, clewis@ocalafl.org.

CONTRACTOR RESPONSIBILITIES

- 1. The Contractor shall complete all work performed under this contract in accordance with policies and procedures of the City of Ocala and all applicable State of Florida and Federal laws, policies, procedures, codes, and guidelines.
- 2. The Contractor is responsible for purchasing the permits and ensuring that hired sub-contractors purchase their required permits.
- 3. Contractor shall have the required permits (i.e.: building permit, plumbing permit, electrical permit, and mechanical permit) and other related documents properly displayed at the project work site from the time work commences until all inspections have been properly approved and the Certificate of Occupancy has been given for the project by the Growth Management, Building Department.
 - A. The contractor is responsible for purchasing the permits and ensuring that his/her sub-contractors purchase their required permits.
 - B. All electrical, plumbing, mechanical, and structural inspections must be made by the City of Ocala Growth Management Department.
 - i. The contractor is required to notify the Growth Management Department, (352) 629-8421 for each of the required inspections.
 - ii. When calling for an inspection, you will need the address, owner's name, contractor name (on plumbing and electrical inspections, the plumber or electrician is the contractor), and the permit number.
 - iii. The City Rehabilitation Specialist shall sign each request for payment form as approved.
 - iv. When an inspection is called into the Growth Management Department before 9:00 AM the inspections will be made by 12:00 noon. All inspections called before 2:00 PM will be made by 5:00 PM.
 - v. The City of Ocala Growth Management Department makes "same day" inspections.
- 4. The Contractor must have sufficient equipment to complete the work. The City will not pay for the rental of additional equipment, purchases of equipment, etc.
- 5. Construction shall be in compliance with all requirements and instructions of applicable manufacturers.
- 6. The contractor shall obtain and pay for any licenses, additional equipment, dumping and/or disposal fees, etc., required to fulfill this contract.

Exhibit A - SCOPE OF WORK

- 7. Work shall be completed immediately.
- 8. If the Contractor is advised to leave a property by the property owner or their representative, the Contractor shall leave at once without altercation. Contractor shall then contact the City Project Manager within 24 hours and advise of the reason for not completing the assigned project.
- 9. Contractor is responsible for all wages, taxes, and worker's compensation of all employees.
- 10. Contractor is responsible for any and all damages including but not limited to buildings, curbing, pavement, landscaping, or irrigation systems caused by their activity. Should any public or private property be damaged or destroyed, the Contractor, at their expense, shall repair or make restoration as acceptable to the City of destroyed or damaged property no later than one (1) month from the date damage occurred.

CONSTRUCTION WORK AREAS, SITE HOUSEKEEPING, AND CLEANUP

- 1. Provide on-site sanitary facilities as required by governing agencies.
- 2. **Waste/Debris:** The Contractor shall keep the premises free at all times from the accumulation of waste materials and rubbish caused by operations and employees. Contractor will provide approved containers for the collection and disposal of waste materials, debris, and rubbish. Contractor shall dispose of debris in a legal manner. At least once weekly, Contractor shall dispose of such waste materials, debris, and rubbish off-site.
- 3. Contractor shall supply appropriately sized construction skip for demolition/construction debris.
- 4. **Cleanup:** Contractor shall conduct periodic cleanup to avoid hazards or interference with operations at the site, and to leave the site in a reasonably neat condition. The work site must be completely cleaned after each day of work.
- 5. **Final Cleaning:** Upon completion of work, Contractor shall clean the entire work area/project site as applicable.
 - A. Contactor shall leave the work and adjacent areas affected in a clean condition satisfactory to the City Project Manager.
 - B. The Contractor shall clean and remove from the premises, all surplus and discarded materials, rubbish, and temporary structures, and shall restore in an acceptable manner all property, both public and private, which has been damaged during the prosecution of the work and shall have the work in a neat and presentable condition. *Note: Any and all debris shall be removed from the premises. New construction debris, trash, etc., shall not be left or buried on site.*
 - C. Contractor shall broom clean exterior paved driveways and hose clean sidewalks and concrete exposed surfaces if impacted by work or included in the work area.
 - D. All furnishings and equipment shall be placed back in their original locations.

CONTRACTOR EMPLOYEES AND EQUIPMENT

- 1. Contractor must utilize competent employees in performing the work. Employees performing the work must be properly licensed or qualified as required by the scope.
- 2. Contractor must provide a valid telephone number, email, and address to the City Project Manager. The phone must be answered during normal working hours, or voicemail must be available to take a message.

Exhibit A – SCOPE OF WORK

- 3. At the request of the City, the Contractor must replace any incompetent, unfaithful, abusive, or disorderly person in their employment. The City and the Contractor must each be promptly notified by the other of any complaints received.
- 4. The employees of the Contractor must wear suitable work clothes and personal protective equipment as defined by OSHA (hard hats, bucket harnesses, etc.) and meet Manual on Uniform Traffic Control Devices (MUTCD) and National Electrical Safety Code (NESC) requirements as indicated for all work conducted and be as clean and in as good appearance as the job conditions permit.
- 5. Contractor shall operate as an independent contractor and not as an agent, representative, partner, or employee of the City of Ocala, shall control their operations at the work site, and be solely responsible for the acts or omissions of their employees.
- 6. No smoking is allowed on City property or projects.
- 7. Contractor, employees, and sub-contractors shall be courteous to the public at all times while at the work site.
- 8. Contractor shall possess and maintain sufficient equipment to complete the work described herein. Contractor's equipment shall be in good repair, and Contractor shall have a qualified operator to maintain the care of the equipment. All operators must be trained in the proper use and care of equipment. A list of equipment shall be provided to the City upon request.
- 9. All company trucks must have a visible logo on the outside.
- 10. All employees must have a shirt with the company logo and/or a badge with a picture ID, company name and employee name to be worn at all times.

SUB-CONTRACTORS

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

SAFETY

- 1. The Contractor is solely responsible for ensuring safety during construction, and for conformance to all applicable OSHA standards; and local, state, and national codes concerning safety provisions for their employees, sub-contractors, all building and site occupants, staff, public, and all persons in or around the work area.
- 2. Job site visits by City staff do not constitute approval, awareness, or liability for any hazardous condition.
- 3. Contractor shall be responsible for securing their equipment, materials, clothing, and other property.
- 4. Prior to completion, storage and adequate protection of all material and equipment will be the Contractor's responsibility.
- 5. The contractor will exercise every necessary precaution for the safety of the property and the protection of any and all persons and/or property located adjacent to or making passage through said property. All claims and repairs are to be made by the Contractor in a timely manner (48 hours).
- 6. In no event shall the City be responsible for any damages to any of the Contractor's equipment, materials, property, or clothing lost, damaged, destroyed or stolen.

DEFAULT

- 1. In the event of default by the awarded Contractor, the City reserves the right to utilize the next rated Contractor meeting specifications as the new Contractor.
- 2. If this occurs, the next rated Contractor meeting specifications shall be required to provide the items at the prices as contained in their proposal for this specification.

WARRANTY

- 1. Contractor shall provide a twelve (12) month material and labor warranty from the date of completion, against operational failure caused by defective material or workmanship which occurs during normal use.
- 2. All manufacturer warranty documentation and owner/operator manuals must be provided before final payment request.

PROJECT CLOSEOUT

- 1. At project closeout and before final payment, Contractor shall submit to the homeowner, a 3-ring binder to include:
 - A. Prime Contractors information w/warranty
 - B. Sub-contractor information
 - C. Registered roof warranty and claim information
 - D. All owner manuals/instructions
 - E. All other warranty information
 - F. Color choices (all color/product choices and/or changes to previously agreed upon choices shall be done in writing).

Construction Specification: GRNT 21-0014

Applicant: VERNELL E. RICKS

Address: 1408 NE 17th ST.

Parcel #: 2644-004-010

Phone: 352-497-3693



Work must comply with the current Florida Building Code.								
TYPES OF PERMITS REOUIRED:								
$oxed{oxed}$ Building $oxed{oxed}$ Roofing $oxed{oxed}$ Plumbing $oxed{oxed}$ Electrical $oxed{oxed}$ Mechanical $oxed{oxed}$ Gas								
CONTRACTORS REOUIRED:								
$oxed{oxed}$ General/Builder/Residential $oxed{oxed}$ Roofing $oxed{oxed}$ Plumbing $oxed{oxed}$ Electrical $oxed{oxed}$ HVAC $oxed{oxed}$ Gas $oxed{oxed}$ Specialty								
Project must be fully completed in <u>120</u> days.								
GENERAL CONDITIONS								
1. It is the responsibility of the contractor and/or sub-contractors to obtain all required perm necessary to perform the work described above and to properly post/display them clearly at t job site.								
2. It is also the responsibility of the contractors and sub-contractors to ensure all requir inspections are requested and passed, up to and including the final inspections from the City Ocala Building Department and the Community Development Services Department.								
3. All work to be completed as outlined in Exhibit A – Scope of Work, Exhibit B – Work Write-up, a Exhibit C – Building Plans, and in strict accordance with the Current Florida Building Code. If Exhibit – Scope of Work, Exhibit B – Work Write-up, and Exhibit C – Building Plans are ever in conflict with the Current Florida Building Code, the Building Code shall prevail. Upon formal award of the bid, additional copy of the Digital Plans, with the Engineer's Seal, will be provided to the prevailing Contract								
4. All references to equivalent imply the substituted goods/materials must meet or exceed t specifications of the brand requested.								

Item 1 - Construction Single-Family Residence

- 1. **Plate Height** Eight feet (8') Typical
- 2. Exterior Wall Construction CMU/stucco
- 3. **Roof Pitch** 5/12
- 4. Roof Sheathing ½" CDX or OSB
- 5. Roof Dry-In Code Compliant Secondary water/moisture barrier– 100% of Roof
- 6. **Eve Drip** 2" Aluminum drip-edge, Color to be selected by Homeowner following Contract signing
- 7. **Shingles** 30-year Architectural, 130 m.p.h. rated (Or better) (Provide written warranty, brand, model, and color to owner and Rehab Inspector following installation)
- 8. **Shingle Color** To be Selected by Homeowner following Contract signing
- 9. **Vent Penetrations** 4"-6" Bath Vent Boots (2 Sized per Fan Requirement), 8-10" Range Hood Vent Boot (1), Ridge Vent is to be "Shingle Over" ("Cobra Vent") style
- 10. **Fascia / Soffit** Aluminum, woodgrain Fascia and vented aluminum soffit, typical (Color to be selected by Homeowner following Contract signing
- 11. **Interior Studs** Wood / #2 Spruce-Stud spacing 2x4@16" o.c.
- 12. **Insulation** R-30 Fiberglass Batt in the attic (min.), R-13-15 Fiberglass Batt in walls or equal/better
- 13. Exterior Wall Finish paint
- 14. Front Entry Ceiling- Exterior drywall w/paint
- 15. Windows Single Hung, Colonial, White Vinyl, Low-E, Argon Filled, Energy Star Certified for Florida
- 16. **Entry Doors (Exterior Rated)** Steel or Fiberglass on rot-proof jams with rot proof exterior trim and Stainless-Steel Security Hinges, with door stops, ADA COMPLIANT THRESHOLE Typical
 - a. Front Entry Inswing 3'-0" x 6'-8", 6-panel (or similar design) Fiberglass or Steel with Fan Lite, Peephole Viewer, Model DS238, OR Equivalent and with Kwikset SmartKey Lever-style ADA Keyed-Entry lockset and matching deadbolt in Brushed Nickle or Oil Rubbed Bronze finish
 - b. Rear Entry Inswing $-3'-0'' \times 6'-8''$, 6-panel (or similar design) Fiberglass with $\frac{1}{2}$ -light with up/down/tilt blinds in the glass with Kwikset SmartKey Lever-style ADA Keyed-Entry lockset and matching deadbolt in Brushed Nickle or Oil Rubbed Bronze finish
 - c. Storm Door On the front entry, install a full-light storm door with a retractable window and screen. Use Larson Model # 14604032 OR substantially Similar with all necessary hardware, matching front entry door hardware and color.
- 17. **Interior Doors** Colonial style, 6-panel wood grain, hollow-core, pre-hung with Kwikset, ADA lever style hardware (Privacy locks on bedrooms and bathrooms and Passage on other rooms, in Brushed Nickel or Oil, Rubbed Bronze to match Entry Doors and 2-1/4" colonial casing, typical. All sizes per plan.
- 18. **Interior Trim** All interior trim styles to match. Colonial style finger-jointed, Casing 2-1/4", Base 3-1/4"

- 19. Ceiling/walls 1/2" Gypsum Lightweight Ceiling Board w/ knockdown Texture
- 20. **Electric Service** Overhead, 200 AMP Main Minimum
- 21. Meter Enclosure Per NEC and OEU "Metering Enclosure and Equipment Standards"
- 22. **Smoke/CO Detectors** Smoke and Smoke/CO detectors must be hard-wired and interconnected with non-serviceable 10-year battery back-ups. All "common area devices must be Smoke/CO Combo Units.
- 23. Light / Fan Switches/Receptacles` Toggle Style typical (white)
- 24. **Lighting** ALL Light Fixtures and Ceiling Fans are to be ENERGY Star Certified, (4000K +/- unless otherwise specified)
 - a. **Exterior** Provide LED Motion Security Floodlights on each corner of the home. Front and Rear Switched separately
 - i. Entry Doors Standard Bracket mount fixtures with LED changeable type bulbs
 - ii. Recessed Exterior Fixtures To be "Wet Location" approved, LED with white trim
 - b. Interior:
 - i. **Kitchen** Recessed Can fixtures to be LED Energy Star Certified
 - ii. **Kitchen / Dining Area** LED Energy Star Certified Area Light suited for the location and service needed.
 - iii. **Bathroom(s)** to have three (3) bulb tulip-style, fixtures with changeable LED bulbs.
- 25. **Ceiling Fan/LED Light Units** 44-inch to 52-inch in bedrooms, 52-inch in Living/Family room and bedrooms
 - i. All fans to have a reverse air-flow option, Minimum 3000 CFM Capable Air movement
 - ii. All fans to be white or Brushed Nickel with White/Lighter Blades
 - iii. All ceiling fans/Lights are to have changeable-type LED Bulbs/fixtures
- 26. **Water and Sewer Connections** Provide and install completely new connections to the City of Ocala Water and Sewer Connections
- 27. **Plumbing** ¼-turn Stops Typical (Kitchen sink, Refrigerator/Ice Maker, Dishwasher, Bathroom vanities, Toilets, laundry supplies, and hose bibs)
 - a. **Kitchen:** Double Basin Stainless Steel (33" X 22" X 8" Deep)
 - i. Delta Classic Stainless 1-handle, High-arc faucet with separate pull-out sprayer
- b. **Bathroom(s):** Delta Classic Tub and/or Shower Valve w/ Integrated Stops
 - i. Delta Classic Chrome, Single lever shower trim
 - ii. Delta In2ition Chrome Shower Head, mounter at 80" to 84" A.F.F. Typical (Model #75588 OR Equal)
 - iii. Delta Classic Chrome, Single lever Vanity Faucet Typical

- iv. Each tub/shower area is to have recessed soap/shampoo niche shelves in each. Owner location choices
- v. White, American Standard Cadet Series, 2-piece, ADA/Comfort/Right Height, "WaterSense Certified," 1.28 GPF, Elongated Toilets w/ seat and lid– Typical Both Bathrooms
- vi. ADA Grab Bars w/ escutcheons (3) in all Showers, Tub/Shower Combos 1 Large 36"- 42" on the back wall and 1 (each) 12"- 18" Left and Right Sidewalls, vertical –Install adequate wood backing-Owner approved locations/Typical
- vii. Install recessed, 3-shelf, mirrored medicine cabinets to the left or right of the vanity sink.
- viii. Install a wall mirror, centered above each vanity sink.
- ix. Install Towel bars in tub/shower area(s), and on the wall of the bathroom(s)
- x. Install toilet paper dispensers in the most logical location to service the commode
- xi. Install a towel hook or ring next to the vanity sinks in the most logical location(s)

28. Cabinets – All Cabinets are to be solid wood/plywood construction, w/pulls, handles, or knobs as appropriate.

a. Kitchen:

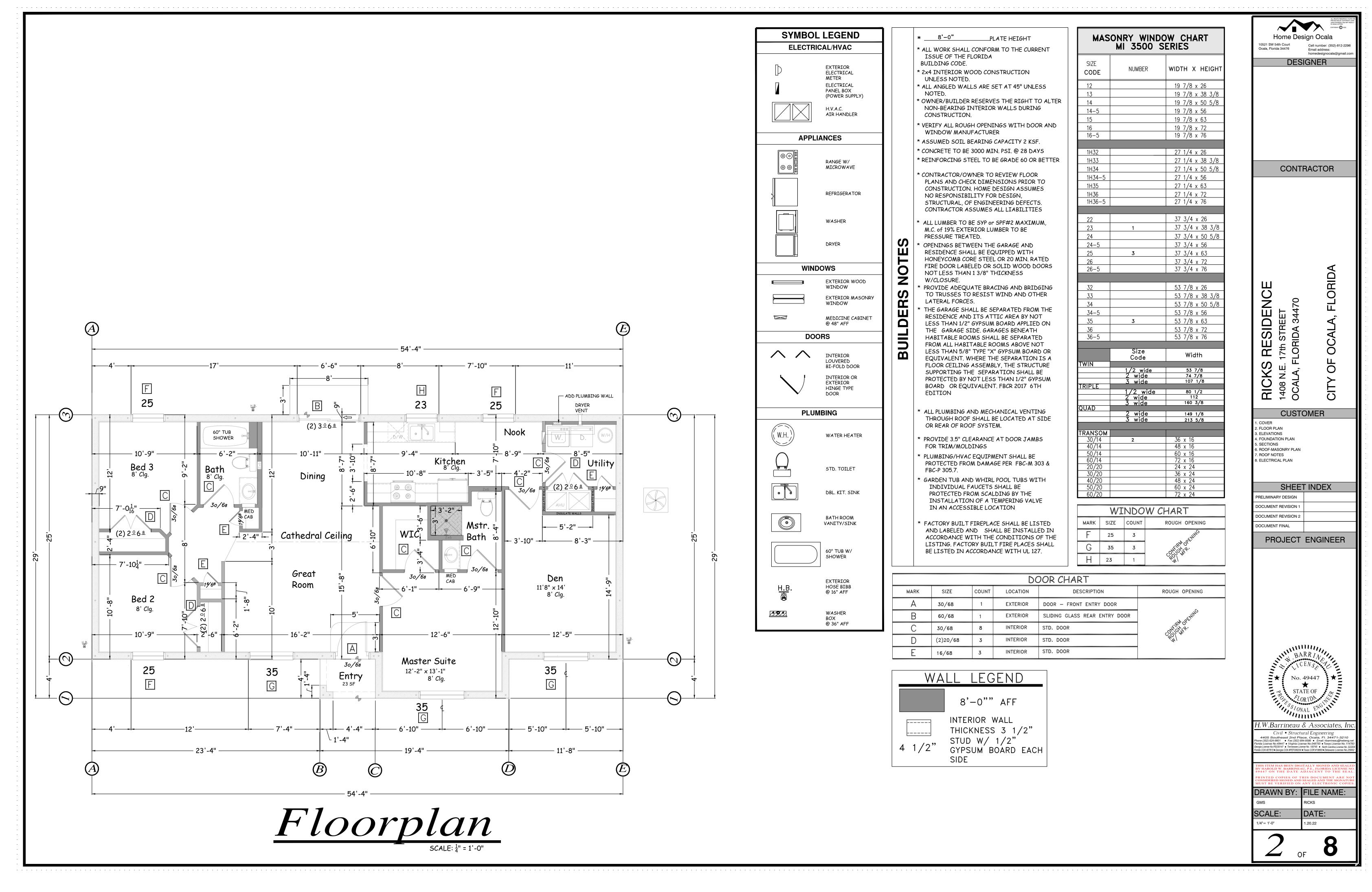
- i. Lower Cabinet units per plan, door, and drawers, standard height. Cabinets shall contain 1 drawer stack.
- ii. Upper Cabinet Units 30" +/- per plan w/matching box covering exhaust duct.
- iii. Mica-type Roll-form countertops with integrated 4" backsplash per plan typical

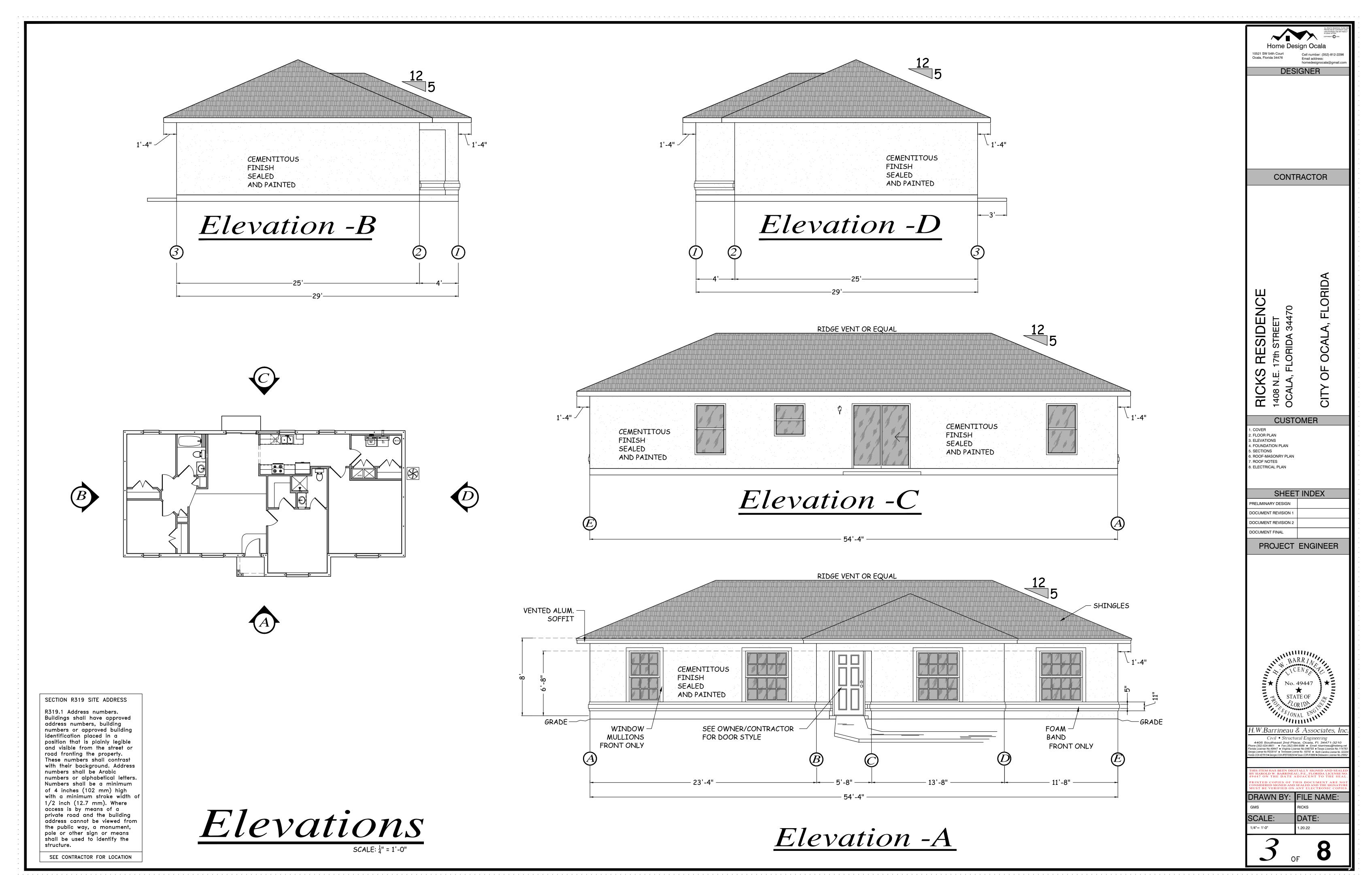
b. Bathroom(s):

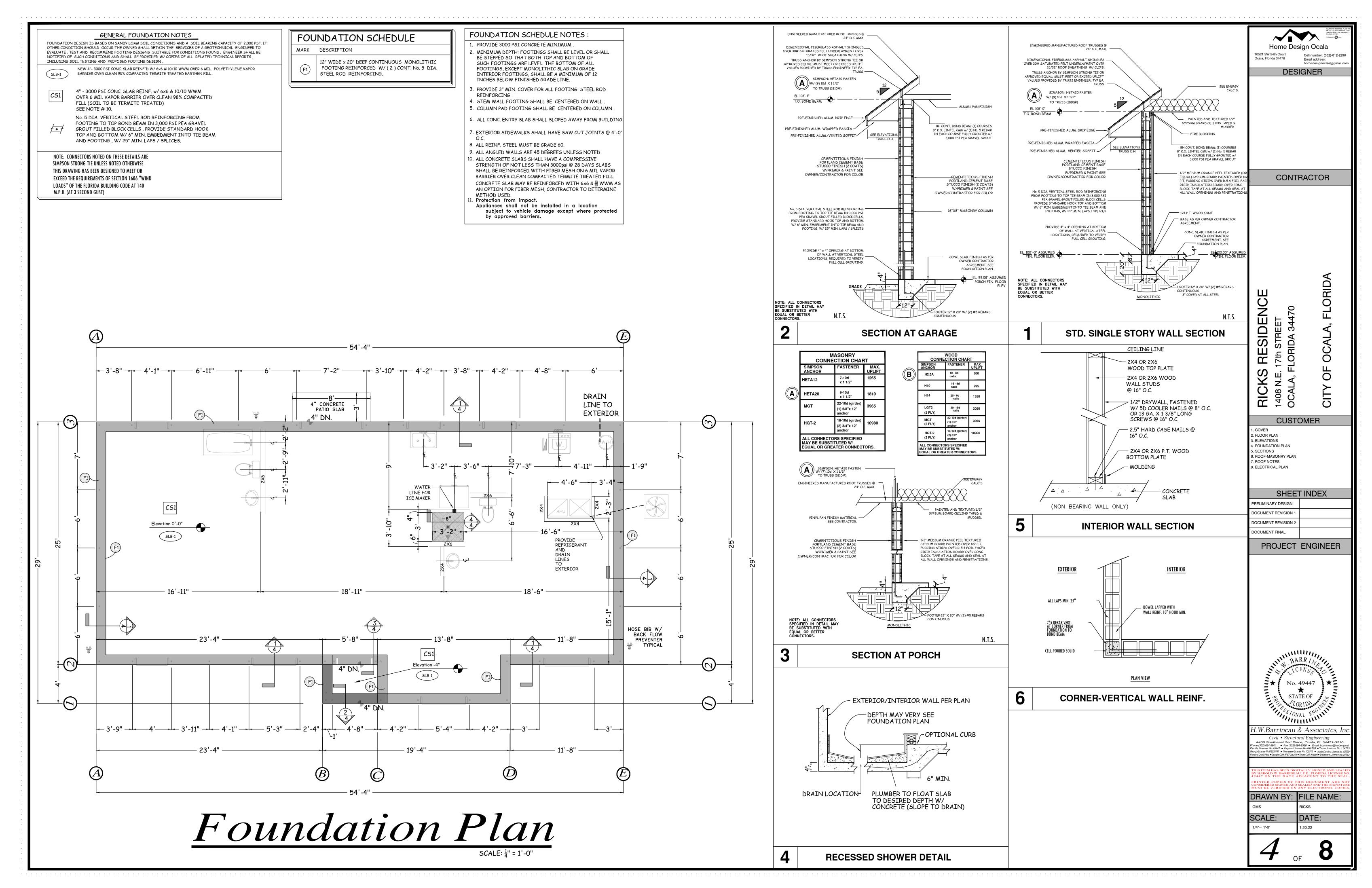
- i. Master 36" Counter height with solid surface top and 18" oval or integrated vanity sink
- ii. Guest 36" Counter height with solid surface top and 18" oval or integrated vanity sink
- 29. **Closet Shelving** ClosetMaid Shelf type wire shelving typical in closets
 - a. All bedroom closets and above washer and dryer area ClosetMaid Shelf and Rod type
 - b. ClosetMaid Pantry/Close Mesh type Wire shelving typical in pantry/laundry/linen
- 30. **Mechanical** Split Air Source Heat Pump Minimum System Requirements Per Current Florida Building Codes, Mechanical and FBC, Energy Conservation Code Requirements
 - a. Illuminated, Digital Thermostat Required, Matched/Compatible with HVAC System.
 - b. 16 SEER minimum rating
 - c. Secondary "Wet-switch" in condensate line required.
 - d. AHRI Certificate and Energy Calculations and Manual D & J Required. Provide additional copies to Rehab Inspector.
 - i. In each Bathroom Provide and install "Delta Breez Green Builder," Model 80HLED (OR Equivalent) Bathroom Exhaust Fans with 4-inch Semi-Rigid Aluminum Duct to Roof Penetration. Fans to be run on dedicated GFCI Circuit with the LED Light on a separate switch.

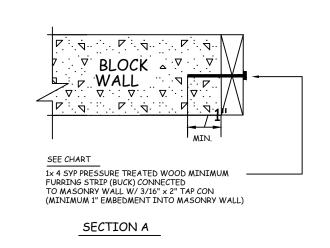
- ii. In the Kitchen Provide and install ridged metal duct for Microwave/Range Hood Ventilation through the roof to the exterior
- 31. **Flooring** Waterproof Vinyl Plank Flooring Throughout (Owner to select Color from Contractor-provided selections following contract signing. Lighter colors suggested)
 - a. Bathroom Floors Waterproof Vinyl Plank Flooring
 - b. Roll-in Shower, to be Porcelain or Ceramic Tile.
- 32. **Bath Wall Tile** Ceramic to the ceiling with bullnose trim floor to ceiling.
- 33. **Appliances** All appliances (Frigidaire equal or better) to be Energy Star Certified (Except Range and Microwave)
 - a. Appliances to be white
 - i. Refrigerator/Freezer, 20 c.f. or larger
 - ii. 30-inch Smooth-top, Freestanding Electric Range with Self Cleaning Oven
 - iii. Dishwasher, top controls, provide all necessary power cords, drain, and supply hoses.
 - iv. 30-inch, Over-the -range Microwave Oven/Vent Hood, with Exterior ventilation.
 - v. (Range, Refrigerator, Dishwasher and Microwave MUST be same Brand/matching model line and finish color)
- 34. Paint All primer(s) to be Sherwin Williams Multi-Purpose Interior/Exterior Latex Primer, Equal or Better. All Interior Paint to be Sherwin Williams ProMar 200, low/no VOC OR Equal or Better. All Exterior Paint to be Sherwin Williams SuperPaint Equal or Better.
 - a. Interior
 - i. Ceilings to be Flat White Ceiling Paint
 - ii. Wet/Damp areas to be Semi-Gloss finish
 - iii. All other areas to be Satin finish
 - iv. All trim to be Gloss finish
 - b. Exterior
 - i. Ceilings (if paintable) to be Exterior Rated, Flat White Ceiling Paint
 - ii. Walls to be Satin
 - iii. All Trim to be Gloss finish
- 35. **Concrete Driveway** Provide and install a new concrete driveway, location TBD. Approximate allowance of 750 square feet at 4" thick, plus driveway apron.
- 36. **Sidewalk/ADA Ramps** Provide a concrete ramp/walk from home to driveway, location TBD. (Do not exceed 1:12 slope)
- 37. **Landscaping** Provide a minimum of 5000 square feet of sod, Argentine Bahia, around the home.

ABBREVIATIONS DOCUMENTS BY OTHERS CODE ANALYSIS Home Design Ocala Cell number: (352)-812-2296 CODES AND REFERENCES Email address: 5.3 PRODUCTS 5.3.1 MORTAR MATERIALS SHALL BE TYPE M OR S GRAY MORTAR FLORIDA BUILDING CODE-R 2020 RESIDENTIAL (SEVENTH EDITION) DESIGNER 5.3.2 MASONRY UNIT MATERIALS SHALL BE 1900 PSI MIN. CONCRETE MASONRY UNIT. 1.1a FLORIDA BUILDING CODE-A 2020 ACCESSIBILITY (SEVENTH EDITION) 1) FINAL ELECTRICAL DOCUMENTS ARE TO BE PREPARED BY THE ELECTRICAL **ANCHOR BOLT** JNT. JOINT 5.3.3 REINFORCEMENT, PRE-STRESSED TENDONS, AND METAL ACCESSORIES SHALL 1.1b FLORIDA BUILDING CODE-EC 2020 ENERGY CONSERVATION (SEVENTH EDITION) SUBCONTRACTOR AND SUBMITTED WITH THESE DOCUMENTS FOR PERMITTING. ACOUSTICAL TILE JOIST BE 60 KSI REBAR (MIN.). 1.1c FLORIDA BUILDING CODE-EB 2020 EXISTING BUILDING (SEVENTH EDITION) ELECTRICAL CONTRACTOR TO CONFIRM LOADS OF EQUIPMENT & APPLIANCES WITH BOTH THE GENERAL **ADJUSTABLE** 3.4 WELDED WIRE FABRIC TO BE INSTALLED AS SPECIFIED ON PLAN SET. KIP 1.1d FLORIDA BUILDING CODE-FG 2020 FUEL GAS (SEVENTH EDITION) CONTRACTOR & MECHANICAL SUB CONTRACTOR. 5.3.5 STAINLESS STEEL IS NOT APPLICABLE. 5.3.6 COATING FOR CORROSION PROTECTION IS NOT APPLICABLE ABOVE FINISH FLOOR 1.1e FLORIDA BUILDING CODE—M 2020 MECHANICAL (SEVENTH EDITION) KO KNOCK OUT AIR CONDITIONING 1.1f FLORIDA BUILDING CODE-P 2020 PLUMBING (SEVENTH EDITION) LAMINATE; LAMINATED CORROSION PROTECTION FOR TENDONS IS NOT APPLICABLE 2) THE MECHANICAL CONTRACTOR IS RESPONSIBLE FOR FINAL ENGINEERING DESIGN OF THE ANOD. **ANODIZED** 1.1g FLORIDA BUILDING CODE-B 2020 BUILDING (SEVENTH EDITION) 5.3.8 PRE-STRESSING ANCHORAGE, COUPLERS, AND END BLOCKS ARE LTG. LIGHTING MECHANICAL SYSTEMS, GAS PIPING AND FLORIDA ENERGY CODE COMPLIANCE FORMS. FINAL **ALUMINUM** ALUM/AL AMERICAN CONCRETE INSTITUTE OF STRUCTURAL CONCRETE (ACI 318) NOT APPLICABLE. LG. LONG MECHANICAL ENGINEERING DOCUMENTS AND ENERGY CODE CALCULATIONS ARE TO BE SUBMITTED APPROX. 5.3.9 JOINT FILLERS ARE NOT APPLICABLE. AMERICAN CONCRETE INSTITUTE OF MASONRY STRUCTURES (ACI-530/ FOR PERMITTING WITH THESE DOCUMENTS. LIVE LOAD 5.3.10 LINTELS TO BE BY POWERS OR MARION MASONRY UNLESS NOTED OTHERWISE. ASCE 7-16/TMS 402 AND SPECIFICATIONS FOR MASONRY STRUCTURES LNTL. LINTEL 5.4 EXECUTION (ACI 530 1/ASCE 6/TMS 602) MANUFACTURER 3) COMPONENT & CLADDING - MANUFACTURERS OF DOORS, WINDOWS, AND OTHER CLADDING 5.4.1 PIPES AND CONDUITS ARE NOT APPLICABLE. **ALTERNATE** AMERICAN SOCIETY OF CIVIL ENGINEERS MINIMUM DESIGN 5.4.2 ACCESSORIES ARE NOT APPLICABLE. MAT'L MATERIAL COMPONENTS PROVIDE STANDARD SIGNED AND SEALED ENGINEERING CERTIFICATION FOR PRODUCT BOARD LOADS FOR BUILDINGS AND OTHER STRUCTURES (ASCE-7-16) 5.4.3 EXPANSION AND CONTROL JOINTS SHALL BE AS INDICATED INSTALLATIONS TO MEET LOADS NOTED ON THE FLOOR PLAN. MAXIMUM SPECIFICATION FOR THE DESIGN, FABRICATION AND ERECTION IN PLAN SET. MECHANICAL 5.4.4 EXTERIOR MASONRY VENEER SUPPORTED BY STEEL ANGLES SHALL BE OF STRUCTURAL STEEL FOR BUILDINGS LATEST EDITION BELOW 4) SUBMIT 2 COPIES UPON COMPLETION W/ FINAL TRUSS ENGINEERING DOCUMENTS MEMBRANE **CONTRACTOR** INSTALLED PER SECTION R703.8.2.1 DESIGN SPECIFICATION FOR LIGHT METAL PLATE CONNECTED WOOD BLK. **BLOCK** WITH CALCULATIONS AND TRUSS FRAMING PLAN'S) TO THE PERMITTING AUTHORITY. PROVIDE THE ENGINEER MTL. 5.4.5 EXTERIOR COVERINGS SHALL PROVIDE THE BUILDING WITH A WEATHER RESISTANT TRUSSES BY THE TRUSS PLATE INSTITUTE (TPI) LATEST EDITION BLOCKING BLK'G WITH 2 COPIES OF DOCUMENTS FOR REVIEW & APPROVAL PRIOR TO ISSUING FINAL SETS EXTERIOR WALL ENVELOPE PER SECTION R703 MINIMUM NATIONAL DESIGN SPECIFICATION FOR WOOD CONSTRUCTION (NDS) BOTTOM LATEST EDITION MISCELLANEOUS 5) THE TRUSS CONTRACTOR IS RESPONSIBLE FOR FINAL ENGINEERING DESIGN OF THE TRUSS SYSTEMS, TRUSS 6. WOOD FRAMING BUILDING AMERICAN PLYWOOD ASSOCIATION DESIGN / CONSTRUCTION GUIDE. (APA) MLDG. MOLDING ENGINEERING AND CALCULATIONS ARE TO BE SUBMITTED FOR PERMITTING WITH THESE DOCUMENTS, ANY **BOTTOM OF** 6.1 DIMENSIONED LUMBER SHALL BE DRESSED S4S, AND SHALL BEAR NOT IN CONTRACT THE GRADE STAMP OF THE MANUFACTURER'S ASSOCIATION. CABINET NFPA 70-17 NATIONAL ELECTRIC CODE 2017 (NEC) NOT TO SCALE DESIGN OR MANUFACTURE OTHER THAN THE ORIGINALLY SUBMITTED DOCUMENTS SHALL VOID THE 6.2 ALL LUMBER SHALL BE SOUND, SEASONED, AND FREE FROM WARP. CEILING 1.10 FLORIDA FIRE PREVENTION CODE 2020 7TH EDITION FOUNDATION DESIGN SET FORTH IN THESE PLANS. ANY NEW TRUSS DESIGN SHALL BE REVIEWED AND NUMBER 6.3 FRAMING WALLS AND COLUMNS CEMENT 13D-16 STANDARD FOR INSTALLATION OF SPRINKLERS IN 6.3.1 MINIMUM OF 3 PLY STUD COLUMNS TO BE INSTALLED AT BEAM OR APPROVED BY THE ENGINEER OF RECORD AND RESUBMITTED TO THE LOCAL OFF. OFFICE CURB FACE ONE AND TWO DWELLINGS AND MANUFACTURED HOMES GIRDER TRUSS BEARING LOCATIONS. UNLESS NOTED OTHERWISE. JURISDICTION AUTHORITY ON CENTER C.O. 1.12 13R-16 STANDARD FOR INSTALLATION OF SPRINKLERS IN 6.3.2 S.Y.P. #2 GRADE OR BETTER FASTEN PLYS TOGETHER USING 16d CLEAN OUT OUTSIDE DIAMETER 6) FOUNDATION DESIGN IS BASED ON SANDY LOAM SOIL CONDITIONS AND A SOIL BEARING CAPACITY OF 2,000 PSF. IF COMMON NAILS 6" O.C. AS EACH MEMBER IS APPLIED U.N.O. LOW RISE RESIDENTIAL OCCUPANCIES. CERAMIC TIL 6.3.3 4 PLY OR AND LARGER STUD COLUMNS SHALL BE FASTENED TOGETHER OTHER CONDITION SHOULD OCCUR THE OWNER SHALL RETAIN THE SERVICES OF A GEOTECHNICAL ENGINEER TO OPENING CENTERLINE DESIGN CRITERIA EVALUATE, TEST AND RECOMMEND FOOTING DESIGNS SUITABLE FOR CONDITIONS FOUND. ENGINEER SHALL BE AS STATED ABOVE PLUS CS16 COIL STRAPPING WRAPPED AROUND OPPOSITE COLUMN WITH A 4" END CAP AT 16" O.C. OR 1/2" ø THRU BOLTS CANT CANTILEVER NOTIFIED OF SUCH CONDITIONS AND SHALL BE PROVIDED W/ COPIES OF ALL RELATED TECHNICAL REPORTS ROOF LOADING — LIVE 20 OVERALL @ 24" O.C. CONN. CONNECTION INCLUDING SOIL TESTING AND PROPOSED FOOTING DESIGN, IF OWNER/CONTRACTOR FAILS 10 PSF DEAD OVERHEAD 6.3.4 ALL FRAMING LUMBER SHALL BE #2 SPRUCE-PINE-FIR OR CTR. CENTER TO NOTIFY DESIGNER/ENGINEER OF SOIL CONDITIONS FOUND, THIS FOUNDATION DESIGN IS VOID AND 2.2 FLOOR LOADING— LIVE 40 BETTER U.N.O. PAINT GRADE CLR. CLEAR DESIGNER/ENGINEER ARE NOT HELD LIABLE FOR ANY DESIGN SET FORTH IN THESE PLANS 6.3.5 INTERIOR LOAD BEARING (IF APPLICABLE) WALLS SPACED AT 16" OC PAIR 2.3 WIND VELOCITY COL. COLUMN AND LESS THAN 10'-0 IN HEIGHT SHALL BE STUD GRADE, PANEL Vult= 130 Vasd= 101 SPRUCE-PINE-FIR OR BETTER. CONC. CONCRETE PART. PARTITION 2.4 HIGH WIND REGIONS ASCE = 24 6.3.7 INTERIOR NON-LOAD BEARING WALLS SHALL BE UTILITY GRADE CONCRETE MASONRY UNIT 2.5 INTERNAL PRESSURE COEFFICIENT $\pm /-0.18$ PERFORATION CONST CONSTRUCTION PERP. PERPENDICULAR SQUARE FOOTAGE SUMMARY 6.3.8 INSTALL BLOCKING IN ALL WALL STUDS @ SHEATHING JOINTS. 2.6 EXPOSURE C CONT. CONTINUOUS SID BRACE GABLE WALLS AT 4'-0 O.C. AS SHOWN IN DRAWINGS. PLASTIC PLAS. 2.7 RISK CATEGORY = CATEGORY I CONTROL JOINT 6.4 ALL LUMBER IN CONTACT WITH MASONRY OR CONCRETE SHALL BE PLYWOOD PLYWD. 2.8 BUILDING MEAN HEIGHT = PRESSURE TREATED OR NATURAL DURABLE WOOD. CONTR CONTRACTOR PROP. PROPERTY 2.9 ADJUSTMENT FACTOR = 1.216.5 PRESSURE TREATED LUMBER SHALL COMPLY WITH AWPA STANDARD U1 CORR. CORRIDOR POUNDS PER SQUARE INCH 2.9a BUILDING CLASSIFICATION = ENCLOSED AND M4 FOR THE SPECIES, PRODUCT, PRESERVATIVE AND END USE. LIVING 1413 SF CTRD. **CENTERED** POUNDS PER SQUARE FOOT PRESERVATIVES SHALL BE LISTED IN SECTION 4 OF AWPA U1. 2.10 ASCE/SEI 5-13 BUILDING CODE REQUIREMENTS FOR MASONRY STRUCTURES 6.6 PLYWOOD FOR ROOF AND WALLS SHALL BE 15/32" (MIN.) APA PROPERTY LINE FRONT PORCH 23 SF 2.11 ASCE/SEI 6-13 SPECIFICATIONS FOR MASONRY STRUCTURES RATED SHEATHING EXTERIOR GRADE. ALL ROOF SHEATHING TO DET. DETAIL POLY VINYL CHLORIDE 2.12 ASCE/SEI 7-16 MINIMUM DESIGN LOADS FOR BUILDINGS AND OTHER STRUCTURES INSTALLED WITH PLY CLIPS (MAXIMUM 24" O/C). (SEE PLANS DIAGONAL DIAG. RISER 2.13 AISC-2017 STEEL CONSTRUCTION MANUAL, 2017 FOR SHEATHING THICKNESS. 1436 SF DIA. DIAMETER REFRIGERATOR 6.7 ALL NAILING AND BOLTING SHALL COMPLY WITH AMERICAN 2.14 ASCE/AISE 360-16 SPECIFICATIONS FOR STRUCTURAL STEEL BUILDINGS DIMENSION REMOTE SENSOR INSTITUTE OF TIMBER CONSTRUCTION REQUIREMENTS. ALL NAILS 2.15 ASCE/SEI 19-09 STRUCTURAL APPLICATIONS OF STEEL CABLES FOR BUILDINGS EXPOSED TO THE EXTERIOR SHALL BE GALVANIZED DEAD LOAD REINFORCING 2.16 ASCE/SEI 24-14 FLOOD RESISTANT DESIGN AND CONTRUCTION 6.8 ALL CONNECTION HARDWARE SHALL BE GALVANIZED AND SUPPLIED DWL REQUIRED BY SIMPSON STRONG TIE CO., USP, KC METAL, OR 2.17 ASCE/SEI 32-01 DESIGN AND CONSTRUCTION OF FROST PROTECTED DOOR RETURN EQUIVALENT. SUBMIT CUT SHEETS FOR ALL CONNECTION CUSTOMER SHALLOW FOUNDATIONS DOUBLE HARDWARE TO ENGINEER FOR APPROVAL, ALL NAIL HOLES SHALL BE RETURN AIR 2.18 AWS D1.1-2020 STRUCTURAL WELDING CODE-STEEL FILLED OR AS PRESCRIBED BY THE MANUFACTURER DOWN REVERSE NCMA TEK 5-84 (1996) DETAILS FOR CONCRETE MASONRY FIRE WALL FLOOR PLAN BRACING: TEMPORARY BRACING OF THE ROOF SYSTEM SHALL BE DRAWING ROOF DRAIN **ELEVATIONS** 2.20 NSF 50-11 EQUIPMENT FOR POOLS, SPAS, HOT TUBS, AND OTHER RECREATIONAL INSTALLED PER BCSI 1-03 RECOMMENDATIONS AND SHALL BE UTILIZED FOUNDATION PLA DOWN SPOUT CONNECTION ROOFING AS THE PERMANENT BRACING FOR THE ROOF SYSTEM U.N.O. . SECTIONS 2.21 RCSC-14 SPECIFICATIONS FOR STRUCTURAL JOINTS USING HIGH STRENGTH BOLTS ROOM ALL WOOD FRAMING SHALL BE IN COMPLIANCE WITH ANSI/AWC NDS-2018 ROOF-MASONRY PLAN EACH SIDE NATIONAL DESIGN SPECIFICATIONS FOR WOOD CONSTRUCTION W/ 2015 NDS ROUGH OPENING . ROOF NOTES . ELECTRICAL PLAN ELECTRICAL SCHEDULE MINIMUM ALLOWABLE SOIL PRESSURE 2,000 PSF U.N.O. 6.11 ANSI/AWC WFCM-2018 WOOD FRAME CONSTRUCTION MANUAL FOR ONE ELECTRICAL PANEL AND TWO FAMILY DWELLINGS ELEVATION (GRADE) SHEATHING OPERATION INSTALLATION AND PROCEDURE TO COMPLY WITH ACI STANDARDS 6.12 AWC STJR-2015 SPAN TABLES FOR JOIST AND RAFTERS ELEVATION (BLDG) CONCRETE & MINIMUM COMPRESSIVE STRENGTH OF 3000 psi AT 28 DAYS SHEET INDEX 6.13 ICC 400-17 STANDARD FOR DESIGN AND CONSTRUCTION FOR LOG ENCL. SIMILAR PROJECT LOCATION ELIMINARY DESIGN REINFORCEMENT REBARS ASTM A615 GRADE 60 6.14 ICC 600-14 STANDARD FOR RESIDENTIAL CONSTRUCTION IN HIGH WIND OCALA, FL. 4.4 WELD WIRE FABRIC (WWF ASTM A185) EQUIPMEN' SOAP DISPENSER OCUMENT REVISION **EXHAUST** SOLID 6.15 WDMA AAMA/WDMA/CSA 101/I.S.2/A440-08 OR 11 OR 17 SPECIFICATIONS FOR WINDOWS, DOORS, AND UNIT SKYLIGHTS CUMENT REVISION 2 EXIST EXISTING SPECIFICATIONS OCUMENT FINAL **EXPANSION JOINT SQUARE** MASONRY CONSTRUCTION AND MATERIALS SHALL CONFORM TO ALL REQUIREMENTS TYPE OF CONSTRUCTION OF. "SPECIFICATION FOR MASONRY STRUCTURES (TMS 602-2016 TMS 402-2016) EXPOSED; EXPANSION STAINLESS STEEL PROJECT ENGINEER PUBLISHED BY THE MASONRY SOCIETY, BOULDER, COLORADO: THE AMERICAN STANDARD CONCRETE INSTITUTE, FARMINGTON HILLS, MICHIGAN: AND THE AMERICAN SOCIATEY EACH WAY OCCUPANCY CLASSIFICATION OF CIVIL ENGINEERS, RESTON, VIRGINIA: EXCEPT AS MODIFIED BY THE REQUIREMENTS FINISH STORAGE OF THESE CONTRACT DOCUMENTS. 8.1 GROUP R-3 FINISH FLOOR STREET; STRAIN 5.2.1 GENERAL SPECIFICATION FOR MASONRY STRUCTURES OCCUPANT LOAD FIRE EXTINGUISHER STRUCT. STRUCTURAL 5.2.2 TESTING OF FIELD MATERIALS FOR QUALITY CONTROL IS NOT REQUIRED BY 9.1 200/GROSS SUSP. SUSPEND; SUSPENDED 5.2.3 ENGINEER FOR THIS PROJECT. FIRE PROOF SHEAR WALL S.W.S. 5.2.4 COMPRESSIVE STRENGTH REQUIREMENT IS f'm=1500 PSI MAX DISTANCE OF TRAVEL (LIFE SAFETY): 100'-0" FLASHING FLASH 5.2.5 DETERMINATION OF COMPRESSIVE STRENGTH IS THE ALLOWABLE STRESS METHOD VICINITY MAP UNIT STRENGTH METHOD IS NOT APPLICABLE FLOOR SYMMETRICAL QUALITY ASSURANCE IS NOT APPLICABLE FLOOR DRAIN SAW-CUT JOIN SLOPE **FOOT** STANDARD FOOTING TELEPHONE FOUNDATION THERMOSTAT THICK GENERAL CONTRACTOR THROUGH **GENERAL** TOILET GALVANIZED TOP AND BOTTOM T & G TONGUE AND GROOVE **GYPSUM** TEMPORARY, TEMPERED HARDWARE TREAD HOLLOW CORE TUBULAR STEEL HEIGHT TYPICAL HOLLOW METAL UNDERWRITERS LABORATORIES HORIZONTAL UNFINISHED INSULATE; INSULATION UNLESS OTHERWISE NOTED INTERIOR VENTILATE; VENTILATION INSIDE DIAMETER VESTIBULE VERTICAL WATER CLOSET WATERPROOF WELDED WIRE MESH WIDE; WIDTH WITH WITHOUT SCALE: Ricks Residence WALK-IN CLOSET 1408 N.E. 17th Street, Ocala, Florida







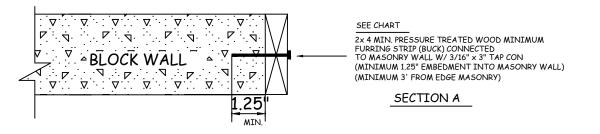


MI WINDOWS NUMBER OF ANCHORS REQUIRED MASONRY NON-FIN SERIES												
FRAME		FRAME WIDTH (IN.)										
HEIGHT	18.00		24.00		30.00		36.00		42.00		44.00	
(IN.)	HEAD	JAMB	HEAD	JAMB	HEAD	JAMB	HEAD	JAMB	HEAD	JAMB	HEAD	JAMB
24.00	2	2	2	2	3	2	3	2	3	2	3	2
30.00	2	2	2	2	3	2	3	2	3	2	3	2
36.00	2	2	2	2	3	2	3	2	3	2	3	2
42.00	2	3	2	3	3	3	3	3	3	3	3	3
48.00	2	3	2	3	3	3	3	3	3	3	3	3
54.00	2	3	2	3	3	3	3	3	3	3	3	3
60.00	2	3	2	3	3	3	3	3	3	4	3	4
66.00	2	3	2	3	3	3	3	4	3	4	3	4
72.00	2	3	2	3	3	3	3	4	3	4	3	5

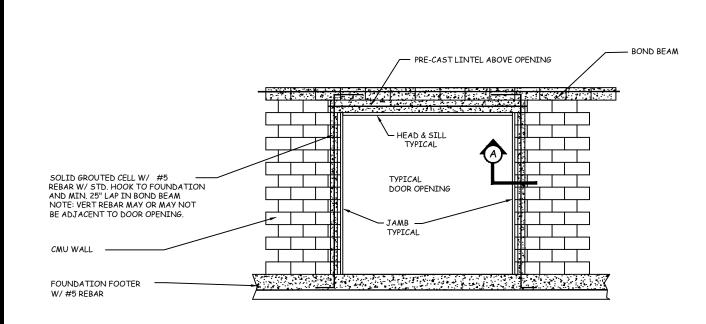
- 1. WHERE THIS DRAWING CONFLICTS WITH OTHER INSTALLATION INSTRUCTIONS, THIS DRAWING SUPERCEDES. 2. WINDOW FRAME MATERIAL, ALUM. ALLOY 6063
- 3. WIND SPEED 140 MPH
- 4. ALL LUMBER IN CONTACT WITH MASONRY SHALL BE PRESSURE TREATED.
- 5. DESIGN PRESSURE CAPACITY, SEE CHART 6. SHIM AS REQUIRED AT EACH SET OF INSTALLATION ANCHORS USING LOAD BEARING SHIMS, MAXIMUM ALLOWABLE SHIM STACK
- TO BE 1/4". USE SHIMS WHERE WHERE SPACE GREATER THAN 1/16" IS PRESENT. 7 ALL INSTALLATION ANCHORS SHALL BE MADE OF CORROSION RESISTANT MATERIAL
- 8. USE LATEX CAULK OR EQUIVALENT FOR PERIMETER SEAL AROUND EXTERIOR OF WINDOW
- 9. ALL FACTORY APPLIED HOLES NOT DESIGNATED FOR TAP CON FASTENERS SHOULD BE FILLED WITH #8 SCREWS OF SUFFICIENT LENGTH TO PROVIDE MIN. 5/8" EMBEDMENT INTO WOOD BUCK.
- 10. IF EXACT WINDOW SIZE IS NOT LISTED IN ANCHOR CHART. USE ANCHOR QUANTITY LISTED WITH NEXT LARGER SIZE. 11. CONCRETE ANCHOR MUST BE OF SUFFICIENT LENGTH TO ACHIEVE 1 1/4" MIN. EMBEDMENT INTO MASONRY OR CONCRETE.
- 12. USE LATEX CAULK BEHIND WINDOW FLANGE AT JAMBS AND HEAD SILL MUST BE ATTACHED TO SUBSTRATE WITH VULKEM 116 ADHESIVE CAULK OR APPROVED EQUAL
- 13. LOCATE CONCRETE ANCHORS AT ALL UNITS AS FOLLOWS: WHERE CHART INDICATES (1) ONE CONCRETE ANCHOR IN JAMBS,
- LOCATE ANCHOR AT MEETING HOLE NEAR RAILS. WHERE CHART INDICATES (2) TWO ANCHORS INTO HEAD OR JAMBS LOCATE
- 14. GLASS THICKNESS MAY VARY PER THE REQUIREMENTS OF ASTM EI300 GLASS CHARTS. SINGLE GLAZING IS SHOWN, INSULATING GLASS ALSO QUALIFIES.

WINDOW FRAME/MASONRY BUCK CONNECTION

2



DOOR CALL SIZE	ВВ	3/16" DIA. TAP CONS INTO JAMB	3/16" DIA. TAP CONS INTO HEAD		Α		
30/68	3		2				
40/68	3		2				
50/68	3		3		A -		
60/68	3		3				
80/68	4		4				
90/68	4		4				
120/68	4		5				
160/68	4		6			1 1	
				- ' ' ' ' ' ' ' ' ' ' ' ' ' ' ' ' ' ' '	V В	В	1
30/80	4		2				
40/80	4		2				
50/80	5		3				
60/80	5 5		3				
80/80	5 5		4		EXTERIOR LOCA	ATTON	
90/80	5		4		CATERIOR BOOK	111011	
120/80	5		5				
1/0/00	ı –		1	1			



- 1. WHERE THIS DRAWING CONFLICTS WITH OTHER INSTALLATION INSTRUCTIONS, THIS DRAWING SUPERCEDES 2. 1" MIN. EMBEDMENT OF TAP CON REQUIRED.
- 4. ALL LUMBER IN CONTACT WITH MASONRY SHALL BE PRESSURE TREATED. 5. DESIGN PRESSURE CAPACITY, SEE CHART
- 6 SHTM AS REQUIRED AT EACH SET OF INSTALLATION ANCHORS USING LOAD BEARING SHIMS, MAXIMUM ALLOWABLE SHIM STACK TO BE 1/4". USE SHIMS WHERE WHERE SPACE GREATER THAN 1/16" IS PRESCENT.
- 7. ALL INSTALLATION ANCHORS SHALL BE MADE OF CORROSION RESISTANT MATERIA USE LATEX CAULK OR FOUTVALENT FOR PERIMETER SEAL AROUND EXTERIOR OF DOC 9. MAX. ALLOWABLE SPACING BETWEEN REQUIRED ANCHORS SHALL BE MAXIMUM OF 24" INCHES. (FASTENERS MAY BE STAGGERED)
 10. GLASS IF INSTALLED IN DOORS SHALL MEET ASTM EI300 GLASS CHARTS.

PLASTPRO DOOR INSTALLATION

Install the first five fasteners in precisely the correct locations and in exactly the right order. Otherwise, you may not be able to adjust the door properly. *Note: In this instructional example, we are driving screws through pre-drilled counter-sunk holes in the face of the jamb. Instead, drive 15ga finish nails at each location, or drive screws close to the shoulder of the lower rabbet, where the kerf-in weather stripping will hide

the screws.

Drive fastener one up near the top of the hinge jamb—as high on the jamb as possible. Do not shim behind Fastener #1. Shims are already installed at the top of the jamb.

Drive fastener two up near the top of the strike jamb—as high on the jamb as possible. Do no shim behind Fastener #2. Shims are already installed at the top of the jamb.

Fastener #3 must be driver at the very bottom of the hinge jamb, as close to the floor as possible. But before driving fastener #3, correct any remaining cross—leg. Move the bottom of the hinge jamb in or out of the wall until the door is lying flat against the strike jamb. If the jamb is severely cross—legged, don't try to correct it entirely on the hinge jamb—you can still correct cross—leg before driving fastener #4 (this is especially important with pairs of doors). You may need to insert an additional shim to back up the jamb before driving

fastener #3 .

Fastener #4 must be driven at the very bottom of the strike jamb, as close to the floor as possible. But before driving fastener #4, correct any remaining cross—leg. Move the bottom of the strike jamb in or out of the wall until the door is lying perfectly flat against the strike jamb. If you're installing a pair of doors, be sure that both doors are flush from the top to the bottom before driving fastener #4.

In order to maintain a consistent and acceptable strike gap approximately 1/8 in., you may need to insert an additional shim to back up the jamb before driving fastener #4.

DOOR FRAME/MASONRY BUCK CONNECTION/DOOR MFR. PLASTPRO

Fastener #5 corrects a serious issue with pre fit doors—especially heavy pre fit doors. The weight of a door will pull down on the top hinge, placing the top hinge under tension. That tension will increase the hinge gap above the top hinge. If the hinge gap above the top hinge is not corrected, it maybe not be possible to correct the strike gap and the door may rub against the strike jamb.

To relieve the tension on the top hinge and jamb, replace one of the top hinge screws with a screw long enough to penetrate the jamb and the wall framing. Do not torque this screw too much or the door will be jamb bound. A slight amount of pressure on that screw will correct the top hinge gap. And in the future, that screw can be loosened or tightened to correct the fit of the door in the event the home settles. SUPPORT THE HINGE JAMB

Insert pairs of shims—one from each direction—above and below each hinge, and every 12 in. on center (o.c.). Drive fasteners below the shims, not through the shims. The shims may have to be adjusted in order to improve the fit of the door. SUPPORT THE HINGE JAMB

Insert pairs of shims—one from each direction—above and below each hinge, and every 12 in. on center (o.c.). Drive fasteners below the shims, not through the shims. The shims may have to be adjusted in order to improve the fit of the door. SHIM THE STRIKE SIDE AND HEAD

Insert shims every 12 in. o.c. behind the strike jamb and shim behind the lockset and dead bolt locations, too. Drive fasteners below the shims, not through the shims. Do not drive fasteners near the lockset or deadbolt locations.

Shim the head jamb so that the head gap is even across the top of the door.

Plaster.

Plastering with portland cement plaster shall be not less than three coats when applied over metal lath or wire lath and shall be not less than two coats when applied over masonry, concrete, pressure-preservative treated wood or decay-resistant wood

backing. If the plaster surface is completely covered by veneer or other facing material or is completely concealed, plaster application need be only two coats.

ASTM C 1063

7.10.2.2 Diamond-mesh expanded metal lath, flat-rib expanded metal lath, and wire lath shall be attached to horizontal wood framing members with 11/2-in. (38.1-mm) roofing nails driven flush with the plaster base and attached to vertical wood framing members with 6d common nails, or 1-in. (25-mm) roofing nails driven to a penetration of not less than 3/4 in. (19.1 mm), or 1-in.

(25-mm) wire staples driven flush with the plaster base. Staples shall have crowns not less than 3/4 in. (19.05 mm) and shall engage not less than three strands of lath and penetrate the wood framing members not less than 3/4 in. (19.05 mm). When metal lath is

applied over sheathing, use fasteners that will penetrate the structural members not less than 3/4 in. (19 mm). 7.10.2.3 Expanded 3/8 in. (9.5 mm) rib lath shall be attached to horizontal and vertical wood framing members with nails or staples to provide not less than 13/4-in. (44.5-mm)penetration into horizontal wood framing members, and 3/4-in. (19.1-mm) penetration into vertical wood framing members. 7.10.2.4 Common nails shall be bent over to engage not less than three strands of lath, or be bent over a rib when rib lath

7.10.2.5 Screws used to attach metal plaster base to horizontal and vertical wood framing members shall penetrate not less

in. (15.9 mm) into the member when the lath is installed and shall engage not less than three strands of lath. When

rib lath, the screw shall pass through, but not deform, the rib. 7.10.3 Attachments for Metal Plaster Bases to Metal Framing

7.10.3.1 Except as described in 7.10.3.2, all metal plaster bases shall be securely attached to metal framing members

0.0475—in. 18 gauge (1.21—mm) wire ties, clips or by other means of attachment which afford carrying strength and resistance to corrosion equal to or superior to that of the wire. 7.10.3.2 Rib metal lath shall be attached to open-web steel joists by single ties of galvanized, annealed steel wire, not less

0.0475 in. (1.21 mm), with the ends of each tie twisted together 11/2 times.

7.10.3.3 Screws used to attach metal plaster base to metal framing members shall project not less than 3/8 in. (9.5 mm) through

the metal framing member when the lath is installed and shall engage not less than three strands of lath. When installing rib lath. the screw shall pass through, but not deform, the rib. 7.10.4 Attachments for Metal Plaster Bases to Concrete Joists—Rib metal lath shall be attached to concrete joists by loops of

0.0800-in. (2.03-mm) galvanized, annealed steel wire, with the ends of each loop twisted together.

7.10.5 Metal plaster bases shall be attached to masonry or concrete with power or powder actuated fasteners or a combination of power or powder actuated fasteners and hardened concrete stub nails. One power or powder actuated fastener shall be located at each corner and one at the mid point of the long dimension adjacent to the edge of the metal plaster base sheet. The balance of the sheet shall be fastened with power or powder actuated fasteners or hardened concrete stub nails. The fasteners shall be installed in rows not more than 16 in. (406 mm) on center and spaced vertically along each row not more 7 in. (178 mm) on center. All fasteners shall be corrosion resistant and shall be not less than 3/4 in. (19 mm) long, with heads not less than 3/8 in. (9.5 mm) wide.

7.11 Application of Accessories :

7.11.1 General—All metal accessories shall be installed in such a manner than flanges and clips provided for their attachment are completely embedded in the plaster.

7.11.1.1 Accessories shall be attached to substrate in such a manner as to ensure proper alignment during application of plaster. Flanges of accessories shall be secured at not more than 7 in. (178 mm) intervals along supports.

7.11.2 Corner Beads—Corner beads shall be installed to protect all external corners and to establish grounds.

EXTERIOR PLASTER/LATH INSTALLATION

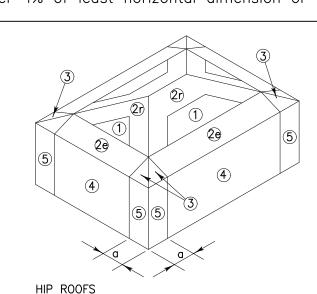
HIP ROOF ANGLE > 20 TO 27° (4.5:12 to 6:12)

COMPONENT AND CLADDING WIND PRESSURES ASCE/SEI 7-16 FIGURE 30.4-1 RISK CATEGORY II. EXPOSURE C

a = 10% of least horizontal dimension or 0.4h, whichever is smaller, but not less than either 4% of least horizontal dimension or 3 ft (0.9 m).

HIP ROOF ANGLE > 20 TO 27° (4.5:12 to 6:12)

MEAN ROOF HEIGHT = 0 - 15 FT



STRUCTURE **OVERHANG** $V_{ULT} = 130 MPH*$ $V_{ASD} = 101 MPH*$ $V_{UIT} = 130 \text{ MPH*}$ $V_{ASD} = 101 \text{ MPH}*$ | EFFECTIVE | WINDWARD LEEWARD ZONE AREA (SF) AREA (SF) PRESSURES **PRESSURES PRESSURES** -59.0-49.223.7 20 -43.720 50 -58.350 100 18.8 -57.5-36.216.0 -30.5100 -56.7-68.0 23.7 20 -60.7-73.150 100 18.8 -51.22e -68.8100 16.0 -44.02e -65.6-68.0 -76.220 23.7 -60.7-73.118.8 50 -51.2-68.8100 16.0 -44.0100 -65.6-68.0 23.7 -60.720 -81.118.8 16.0 -51.2 -44.0 50 100 -67.4-39.9 35.1 20 -38.250 32.9 -36.1100 31.3 -34.4

THIS DESIGN WIND SPEED TERM IS DEFINED BY 2020 FLORIDA BUILDING CODE 7TH EDITION SECTION 1609.3 AND 1609.3.1. THE DESIGN PRESSURES HEREIN ARE DERIVED FROM THE ASCE/SEI 7-16 DEFINED BASIC WIND SPEED. V AND WIND SPEED MAPS FIGURE 26.5-1B FOR RISK CATEGORY II AND CHAPTER 30 PART 2 FOR COMPONENT AND CLADDING DESIGN PRESSURE VALUES. FOR ASD PRESSURES, MULTIPLY TABLE VALUES BY 0.6.

Sections

COMPONENT AND CLADDING WIND PRESSURES

-46.0

-41.5-38.2

20

50

35.1

32.9

Home Design Ocala Cell number: (352)-812-2296 DESIGNER

CONTRACTOR

SIDENCE

CUSTOMER 2. FLOOR PLAN

. ELEVATIONS FOUNDATION PLAN . SECTIONS ROOF-MASONRY PLAN . ROOF NOTES

> SHEET INDEX RELIMINARY DESIGN OCUMENT REVISION OCUMENT REVISION 2 OCUMENT FINAL

PROJECT ENGINEER



H.W.Barrineau & Associates, I Civil • Structural Engineering

DRAWN BY: | FILE NAME:

SCALE:

C - 5

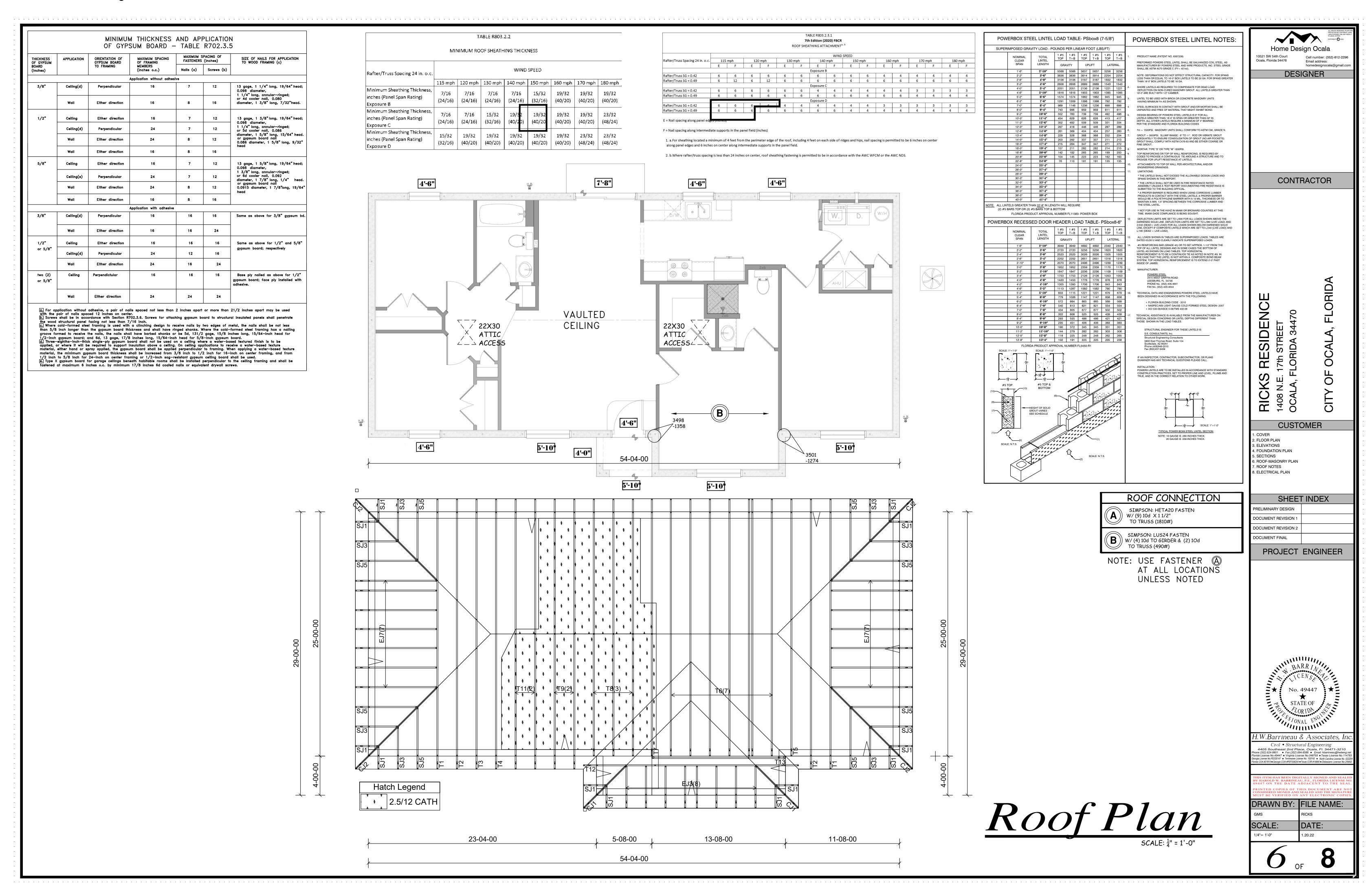
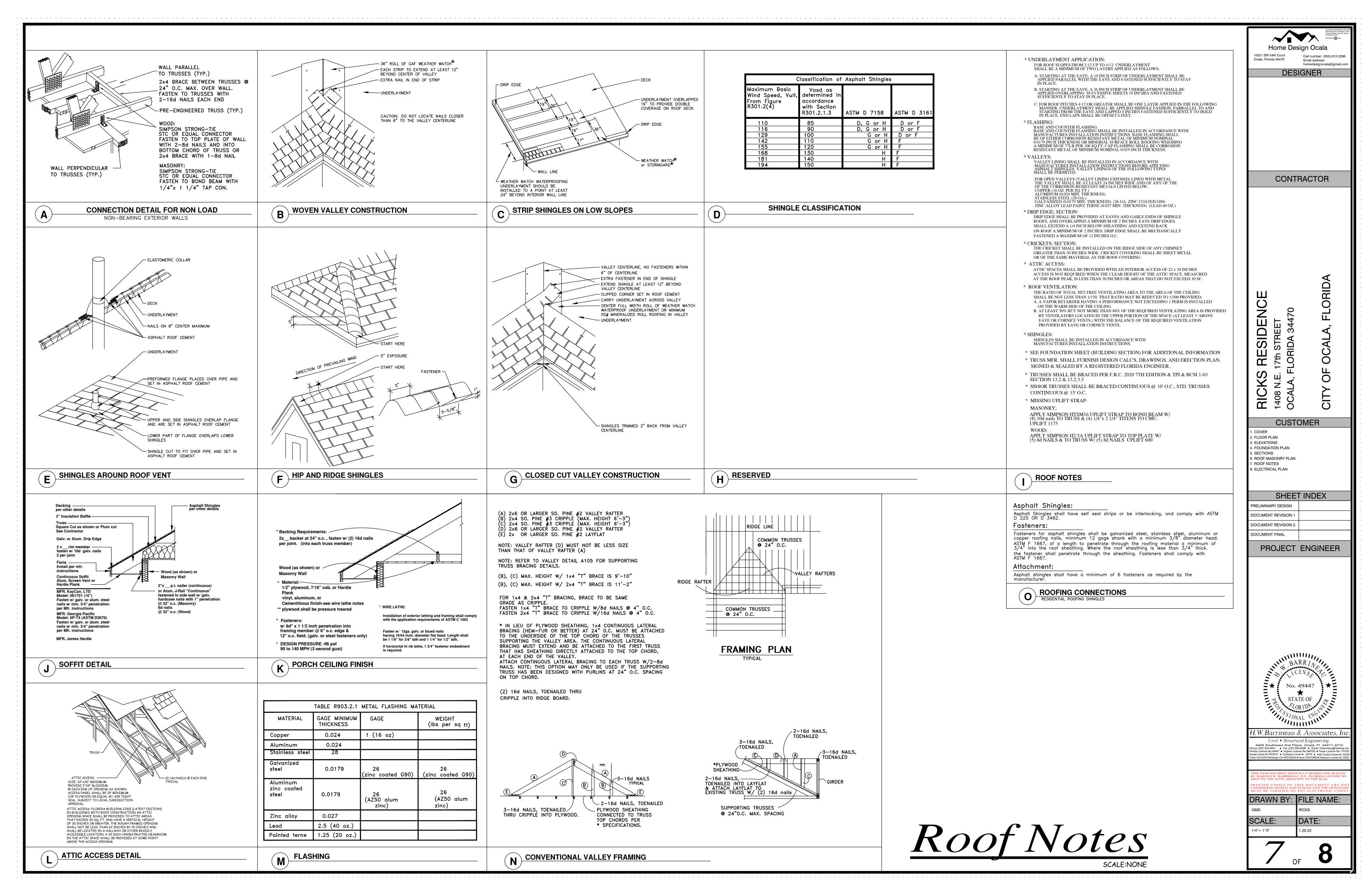
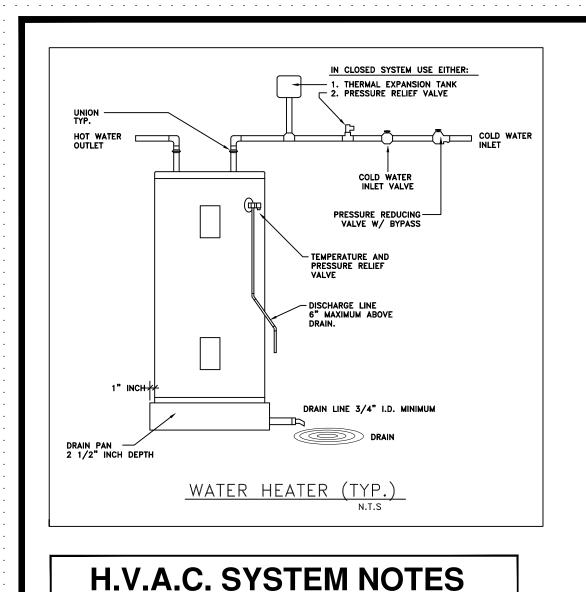


Exhibit C - Building Plans
Contract# CDS/210838



Contract# CDS/210838 Exhibit C - Building Plans



INTERIOR DOORS MAY BE UNDERCUT 1" MIN. TO 2 1\2" MAX.

AND DESIGNED BY A CERTIFIED MECHANICAL ENGINEER OR A LICENSED H.V.A.C. CONTRACTOR IN THE STATE OF FLORIDA.

CEILING REGISTERS & DUCT SIZE SHALL BE CALCULATED

REFER TO 2020 F.B.C. RESIDENTIAL 7TH EDITION

FROM FINISHED FLOOR FOR RETURN AIR.

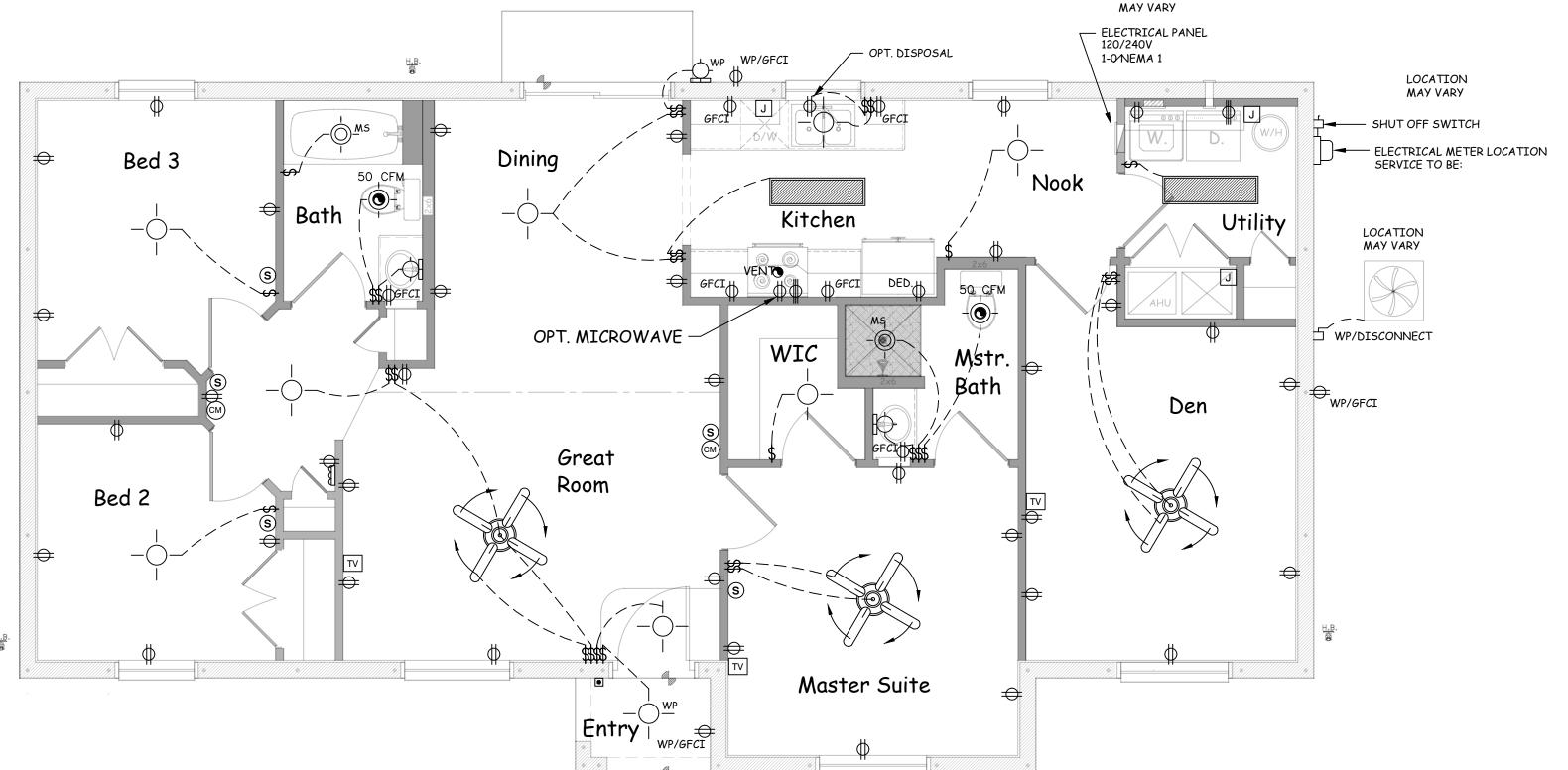
CHAPTERS 13,14,15 & 16

Parallel sets of 1/0 and larg raceway or in separate races	IZES-THHN, THHW, THW, THWN, USE, RHH,2, THWN-2, XHHW-2, SE, USE-2 er conductors are permitted in either a single lays)	SERVICE OR FEEDER RATING (AMPERES)	MINIMUM GROUNDING ELECTRODE CONDUCTOR SIZEa		
Copper (AWG)	Aluminum and copper-clod aluminum (AWG)	Maximum load (amps)	Copper (AWG)	Aluminum (AWG)	
4	2	100	8 b	6 c	
3	1	110	8 b	6 с	
2	1/0	125	8 b	6 c	
1	2/0	150	6 c	4	
1/0	3/0	175	6 c	4	
2/0	4/0 OR TWO SETS OF 1/0	200	4 d	2 d	
3/0	250 kcmil or two sets of 2/0	225	4 d	2 d	
4/0 or two sets of 1/0	300 kcmil or two sets of 3/0	250	2 d	1/0	
250 kcmil or two sets of 2/0	350 kcmil or two sets of 4/0	300	2 d	1/0	
350 kcmil or two sets of 3/0	500 kcmil or two sets of 250 kcmil	350	2 d	1/0	
400 kcmil or two sets of 4/0	600 kcmil or two sets of 300 kcmil	400	1/0 d	3/0	
the ferrous met b. An 8 AWG gra conduit, rigid po conduit, electric c. Where not pro	25.4 mm. ted by a ferrous metal raceway, gr al raceway at both ends. sunding electrode conductor shall b lyvinyl chloride (Type PVC) nonmeta al metallic tubing or cable armor. stected, 6 AWG grounding electroc in. The supports shall be spaced in in. The supports shall be spaced in	e protected with rigid metal illic conduit, rigid thermoset le conductor shall closely fol	l conduit, interm ting resin (Type low a structural	ediate me RTRC) nor surface fo	

LOCATION

Electrical Legend							
SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION				
\$	SINGLE POLE SWITCH	~	DOOR CHIME				
\$3	3 WAY SWITCH	_ _ _ M S	RECESSED CAN LIGHT FIXTURE/MOISTURE SEAL				
ф	DUPLEX OUTLET	- 	CEILING LIGHT FIXTURE				
ф	220 VOLT OUTLET	•	RANGE HOOD VENT FAN				
ф ^{GFI}	DUPLEX OUTLET W/GROUND FAULT INTERUPTER		RECESSED CAN LIGHT FIXTURE				
∯ _{GFI} /wp	DUPLEX OUTLET W/GROUND FAULT INTERUPTER (WEATHER PROOF)		SURFACED MOUNT FLUORESCENT LIGHT FIXTURE				
⊕	FLOOR MOUNTED RECEPT	₹	WALL MOUNTED LIGHT FIXTURE				
Q:	GARBAGE DISPOSAL	<u> </u>	CABINET LIGHT				
0	DOOR BELL OR GARAGE DOOR OPENER	W.H.	WATER HEATER				
tv	TELEVISION CABLE OUTLET	(CM)	CARBON MONOXIDE DETECTOR				
50 CFM - © -	RECESSED CANISTER LIGHT W/ EXHAUST FAN		PENDANT LIGHT				
<u> </u>	SMOKE DETECTOR	w _P	POWER DISCONNECT AND ELECTRICAL METER				
J	JUNCTION BOX	∇	COMPUTER				
Ŧ	THERMOSTAT		CEILING J-BOX W/SUPPORT MEMBER FOR CEILING FAN				
▼	TELEPHONE JACK		PADDLE FAN BOXES USED FOR THE SOLE SUPPORT OF CEILING FANS SHALL BE MARKED BY THE				
424	SECURITY FLOOD LIGHT (MOTION SENSOR OPTIONAL)		MANUFACTURE AS SUITABLE FOR THE PURPOSE. AND INDICATE THE WEIGHT LIMITATIONS BUT SHALL NOT BE USED TO SUPPORT PADDLE FANS HEAVIER THAN 70 LBS.				
	ELECTRICAL PANEL BOX, NEMA 1	V V	PADDLE FAN BLADES SHALL NOT BE WITHIN 3' OF SMOKE DETECTOR				

SITE INSTALLED METER (WHEN REQUIRED) FROM APPROVED POWER SOURCE -200 AMP PANEL 1 0 (SNGL. PH.) - SITE INSTALL #4 CU (COPPER) GROUND I CONDUIT TO TWO 5/8" MIN RODS. 10 FT. IN LENGTH SPACED A MINUMUM OF 6' (FT) APART, INSTALL PER NEC 250-83 (C) AND 250-92. ELECTRICAL RISER DIAGRAM



Electrical Layout

Electrical Notes . ALL CIRCUITS AND EQUIPMENT SHALL BE GROUNDED IN ACCORDANCE WITH THE APPROPRIATE ARTICLES OF THE NATIONAL ELECTRIC CODE (N.E.C.) . WHEN LIGHT FIXTURES ARE INSTALLED IN CLOSETS THEY SHALL BE SURFACE MOUNTED OR RECESSED. INCANDESCENT FIXTURES SHALL HAVE COMPLETELY ENCLOSED LAMPS. SURFACE MOUNTED INCANDESCENT FIXTURES SHALL HAVE A MINIMUM CLEARANCE OF 12 INCHES AND ALL OTHER FIXTURES SHALL HAVE A MINIMUM CLEARANCE OF 6 INCHES FROM "STORAGE AREA" AS DEFINED BY THE N.E.C. 3. WHEN WATERHEATERS ARE INSTALLED THEY SHALL BE PROVIDED WITH READILY ACCESSIBLE DISCONNECTS ADJACENT TO THE WATER HEATERS SERVED. THE BRANCH CIRCUIT SWITCH OR CIRCUIT BREAKER SHALL BE PERMITTED TO SERVE AS THE DISCONNECTING MEANS ONLY WHERE THE SWITCH OR CIRCUIT BREAKER IS WITHIN SIGHT FROM THE WATER HEATER OR IS CAPABLE OF BEING LOCKED IN THE OPEN POSITION. 4. H.V.A.C. EQUIPMENT SHALL BE PROVIDED WITH READILY ACCESSIBLE DISCONNECTS ADJACENT TO THE EQUIPMENT SERVED. A UNIT SWITCH WITH A MARKED "OFF" POSITION THAT IS A PART OF THE H.V.A.C. EQUIPMENT AND DISCONNECTS ALL UNGROUNDED CONDUCTORS SHALL BE PERMITTED AS THE DISCONNECTING MEANS WHERE OTHER DISCONNECTING MEANS ARE ALSO PROVIDED BY A READILY 5. PRIOR TO ENERGIZING THE ELECTRICAL SYSTEM THE INTERRUPTING RATING OF THE MAIN BREAKER MUST BE DESIGNED AND VERIFIED AS BEING IN COMPLIANCE WITH SECTION OF THE N.E.C. 6. THE MAIN ELECTRICAL PANEL FEEDER IS DESIGNED AND INSTALLED BY OTHERS, SUBJECT TO LOCAL JURISDICTION APPROVAL. 7. THE OWNER/CONTRACTOR RESERVES THE RIGHT TO ALTER ELECTRICAL FIXTURE LOCATIONS DURING CONSTRUCTION SUBJECT TO LOCAL JURISDICTION APPROVAL. 8. ALL BRANCH CIRCUITS THAT SUPPLY 120-VOLT, SINGLE-PHASE, 15- AND 20-AMPERE OUTLETS INSTALLED IN FAMILY ROOMS, DINING ROOMS, LIVING ROOMS, PARLORS, LIBRARIES, DENS, BEDROOMS, SUNROOMS, RECREATIONS ROOMS, CLOSETS, HALLWAYS AND SIMILAR ROOMS OR AREAS SHALL BE PROTECTED BY A COMBINATION TYPE ARC-FAULT CIRCUIT INTERRUPTER INSTALLED TO PROVIDE PROTECTION OF THE BRANCH CIRCUIT. 9. ALL SWITCH LOCATIONS TO ALLOW FOR 3.5" DOOR CASING. 10. ALL 15 & 20 AMP, 120 VOLT RECEPTACLES IN GARAGE SHALL BE GFCI PROTECTED THIS INCLUDES DEDICATED AND CEILING MOUNT RECEPTACLES, THERE ARE NO EXCEPTIONS 11. AT LEAST THREE QUARTERS OF ALL LAMPS INSTALLED IN LIGHT FIXTURES SHALL BE HIGH EFFICACY LAMPS PER (FBC-EC 404.1) 12. CARBON MONOXIDE PROTECTION: EVERY SEPARATE BUILDING OR AN ADDITION TO AN CONSTRUCTION IS ISSUED BATH ROOM DOORS NFPA 72 SECTION 29.8.3.4 (5). 14. SMOKE DETECTOR MAY NOT BE LOCATED WITH IN 3'-0" OF

AND HAVING A EXISTING BUILDING FOR WHICH A PERMIT FOR NEW FIREPLACE, AN ATTACHED GARAGE, OR OTHER FOSSIL-FUEL-BURNING HEATER OR APPLIANCE, A FEATURE, FIXTURE, OR ELEMENT THAT EMITS CARBON MONOXIDE AS BYPRODUCT OF COMBUSTION SHALL HAVE AN OPERATIONAL CARBON MONOXIDE ALARM INSTALLED WITHIN 10 FEET (3048 MM) OF EACH ROOM USED FOR SLEEPING PURPOSES. 13. SMOKE DETECTOR AND CARBON MONOXIDE DETECTORS MAY NOT BE LOCATED WITH IN 3'-0" OF CEILING FAN BLADES.

15. KITCHEN ISLAND WORK SPACE: ELECTRICAL CONDUIT TO OF 4 INCHES OF CONCRETE PER BE INSTALLED UNDER A MINIMUM NEC T300.5/FBC TABLE E3803.1

16. ALL RECEPTACLES LOCATED IN THE GARAGE SHALL BE GFCI PROTECTED, SUBJECT TO LOCAL JURISDICTION APPROVAL. 17. ALL BEDROOMS SHALL BE EQUIPPED WITH SMOKE DETECTOR DEVICE HARD WIRED AND SHALL BE LOCATED IN

BEDROOMS AND OUTSIDE OF BEDROOM DOORS IN HABITABLE SPACE. SUBJECT TO LOCAL JURISDICTION APPROVAL. 18. INTERSYSTEM BONDING TERMINATION SHALL COMPLY WITH 2020 F.B.C.R SECTION E3609.3

19. GAS PIPING SHALL BE BONDED PER SECTION G2411 (ELECTRICAL BONDING).

20. E3405.2 WORKING CLEARANCES FOR ENERGIZED EQUIPMENT AND PANEL BOARDS. EXCEPT AS OTHERWISE SPECIFIED IN CHAPTERS 34 THROUGH 43, THE DIMENSION OF THE WORKING SPACE IN THE DIRECTION OF ACCESS TO PANEL BOARDS AND LIVE PARTS LIKELY TO REQUIRE EXAMINATION, ADJUSTMENT, SERVICING OR MAINTENANCE WHILE ENERGIZED SHALL BE NOT LESS THAN 36 INCHES (914 MM) IN DEPTH. DISTANCES SHALL BE MEASURED FROM THE ENERGIZED PARTS WHERE SUCH PARTS ARE EXPOSED OR FROM THE ENCLOSURE FRONT OR OPENING WHERE SUCH PARTS ARE ENCLOSED. IN ADDITION TO THE 36-INCH DIMENSION (914 MM), THE WORK SPACE SHALL NOT BE LESS THAN 30 INCHES (762 MM) WIDE IN FRONT OF THE ELECTRICAL EQUIPMENT AND NOT LESS THAN THE WIDTH OF SUCH EQUIPMENT. THE WORK SPACE SHALL BE CLEAR AND SHALL EXTEND FROM THE FLOOR OR PLATFORM TO A HEIGHT OF 6.5 FEET (1981 MM) OR THE HEIGHT OF THE EQUIPMENT, WHICHEVER IS GREATER. IN ALL CASES, THE WORK SPACE SHALL ALLOW AT LEAST A 90-DEGREE (1.57 RAD) OPENING OF EQUIPMENT DOORS OR HINGED PANELS. EQUIPMENT ASSOCIATED WITH THE ELÈCTRICAL ÍNSTALLATION LOCATED ABOVE OR BELOW THE ELECTRICAL EQUIPMENT SHALL BE PERMITTED TO EXTEND NOT MORE THAN 6 INCHES (152 MM) BEYOND THE FRONT OF THE ELECTRICAL

1. IN EXISTING DWELLING UNITS, SERVICE EQUIPMENT AND PANELBOARDS THAT ARE NOT RATED IN EXCESS OF 200 AMPERES SHALL BE PERMITTED IN SPACES WHERE THE HEIGHT OF THE WORKING SPACE IS

2. METERS THAT ARE INSTALLED IN METER SOCKETS SHALL BE PERMITTED TO EXTEND BEYOND THE OTHER EQUIPMENT. METER SOCKETS SHALL NOT BE EXEMPT FROM THE REQUIREMENTS OF THIS SECTION.

MANUFACTURE AS SUITABLE FOR THE PURPOSE. AND INDICATE THE WEIGHT LIMITATIONS BUT SHALL

NOT BE USED TO SUPPORT PADDLE FANS HEAVIER THAN 70 LBS.

22. 15 FIFTEEN- AND 20-AMPERE RECEPTACLES IN WET LOCATIONS. WHERE INSTALLED IN A WET LOCATION, 15- AND 20-AMPERE, 125- AND 250-VOLT RECEPTACLES SHALL HAVE AN ENCLOSURE THAT IS WEATHERPROOF WHETHER OR NOT THE ATTACHMENT PLUG CAP IS INSERTED. FIFTEEN- AND 20-AMPERE, 125- AND 250-VOLT NON LOCKING RECEPTACLES INSTALLED IN WET LOCATIONS SHALL BE A LISTED WEATHER-RESISTANT

WHERE A RECEPTACLE OTHER THAN A 15- OR 20-AMP, 125- OR 250-VOLT RECEPTACLE IS INSTALLED IN A WET LOCATION AND WHERE THE PRODUCT INTENDED TO BE PLUGGED INTO IT IS NOT ATTENDED WHILE IN USE. THE RECEPTACLE SHALL HAVE AN ENCLOSURE THAT IS WEATHERPROOF BOTH WHEN THE ATTACHMENT PLUG CAP IS INSERTED AND WHEN IT IS REMOVED. WHERE SUCH RECEPTACLE IS INSTALLED IN A WET LOCATION AND WHERE THE PRODUCT INTENDED

TO BE PLUGGED INTO IT WILL BE ATTENDED WHILE IN USE, THE RECEPTACLE SHALL HAVE AN ENCLOSURE THAT IS WEATHERPROOF WHEN THE ATTACHMENT PLUG CAP IS REMOVED. 23. FBC-RE4002.9 NEC 406.9(B) RECEPTACLES IN WET LOCATIONS. 15 AND 20 AMPERES, 125 AND 250

RECEPTACLES INSTALLED IN A WET LOCATION SHALL HAVE AN ENCLOSURE THAT IS WEATHERPROOF

ATTACHMENT PLUG CAP IS INSERTED OR NOT. ALL 15 AND 20 AMPERES, 125 AND 250 VOLT NON LOCKING RECEPTACLES

SHALL BE LISTED WEATHER-RESISTANT TYPE WR.

25. E4002.14 TAMPER-RESISTANT RECEPTACLES.

RECEPTACLES IN ACCORDANCE WITH SECTION E3909.4.

FEET IN FRONT OF GENERATOR FOR SERVICE.

24. FBC-RE4002.14 NEC 406.12 TAMPER-RESISTANT RECEPTACLES IN DWELLING UNITS. IN ALL AREAS

210.52, ALL 125-VOLT, 15 AND 20 AMPERE RECEPTACLES SHALL BE LISTED TAMPER RESISTANT

IN AREAS SPECIFIED IN SECTION E3901.1, 125-VOLT, 15- AND 20-AMPERE RECEPTACLES SHALL BE LISTED TAMPER-RESISTANT RECEPTACLES.

RECEPTACLES IN THE FOLLOWING LOCATIONS SHALL NOT BE REQUIRED TO BE TAMPER

1. RECEPTACLES LOCATED MORE THAN 5.5 FEET (1676 MM) ABOVE THE FLOOR.

2. RECEPTACLES THAT ARE PART OF A LUMINAIRE OR APPLIANCE.

3. A SINGLE RECEPTACLE FOR A SINGLE APPLIANCE OR A DUPLEX RECEPTACLE FOR TWO APPLIANCES WHERE SUCH RECEPTACLES ARE LOCATED IN SPACES DEDICATED FOR THE APPLIANCES SERVED AND, UNDER CONDITIONS OF NORMAL USE, THE APPLIANCES ARE NOT EASILY MOVED FROM NE PLACE TO ANOTHER. THE APPLIANCES SHALL BE CORD—AND PLUG—CONNECTED TO SUCH

26. NEC 680.71: HYDROMASSAGE TUBS SHALL BE ON A DEDICATED GFI PROTECTED

27. NEC 680.73: HYDROMASSAGE TUB ELECTRICAL EQUIPMENT SHALL BE ACCESSIBLE WITHOUT HAVING TO DAMAGE THE WALL. IF UNIT IS SELF-CONTAINED AND CORD AND PLUG CONNECTED, THE OUTLET SHALL BE WITHIN 1' OF AND FACING THE ACCESS.

28. NEC 680.74: ALL METAL PIPING AND ALL GROUND METAL PARTS IN CONTACT WITH THE WATER SHALL BE BONDED TOGETHER WITH A MINIMUM #8 SOLID COPPER CONDUCTOR ALSO USED FOR THE EQUIPOTENTIAL BONDING

29. FBC-RE3706.2 NEC 408.4(A): REQUIRES THAT YOU IDENTIFY THE PANEL TYPE AND PROVIDE A PANEL SCHEDULE OR CIRCUIT DIRECTORY LEGIBLY INDICATING THE SPECIFIC PURPOSE OF EVERY

30. STAND ALONE BACK UP GENERATORS SHALL BE INSTALLED PER THE MANUFACTURES INSTALLATION INSTRUCTIONS AND SHALL BE LOCATED A MINIMUM OF 18 INCHES FROM ANY WALL OR OTHER STRUCTURE FOR ACCESSIBLY AND SERVICE ALSO GENERATOR SHALL NOT BE LOCATED WITHIN 5 FEET OF ANY OPERABLE WINDOW OR DOOR OR ANY OPENING ALSO MAINTAIN A CLEARANCE OF 3

31. ALL WORK SHALL CONFORM TO 2017 NATIONAL ELECTRIC CODE (N.E.C.) AND 2020 FLORIDA BUILDING CODE 7TH EDITION RESIDENTIAL AND THE ELECTRICAL CONTRACTOR SHALL FURNISH LOAD CALCULATIONS, RISER DIAGRAM AND PANEL SCHEDULES AS REQUIRED BY BUILDING OFFICIAL.

/ 2020 7th Edition Florida Building Code National Electrical Code 2017 Edition Residential Chapters 34 Through 43

Home Design Ocala Cell number: (352)-812-2296 Ocala, Florida 34476 Email address: DESIGNER CONTRACTOR CUSTOMER 2. FLOOR PLAN 3. ELEVATIONS 4. FOUNDATION PLAN 5. SECTIONS 6. ROOF-MASONRY PLAN 7. ROOF NOTES 8. ELECTRICAL PLAN SHEET INDEX RELIMINARY DESIGN OCUMENT REVISION 1 OCUMENT REVISION 2 OCUMENT FINAL PROJECT ENGINEER DRAWN BY: | FILE NAME:

BOUNDARY SURVEY

CITY OF OCALA COMMUNITY DEVELOPMENT SERVICES MARION COUNTY PARCEL 2644-004-010 - OWNERSHIP OF VERNELL E. RICKS

1. THIS BOUNDARY SURVEY WAS PREPARED FOR THE PURPOSE OF RENDERING A PROFESSIONAL OPINION AS TO THE LOCATION OF THE RECORD TITLE BOUNDARY LINES OF THE SUBJECT PROPERTY DESCRIBED HEREON; DETERMINING THE HORIZONTAL LOCATION OF VISIBLE FIXED IMPROVEMENTS IN NEAR PROXIMITY TO AND / OR CROSSING THE BOUNDARY LINES OF THE SUBJECT PROPERTY; AND TO PROVIDE THE REQUISITE BASEMAP OF THE SUBJECT PROPERTY FOR THE PREPARATION OF A SITE PLAN TOWARDS THE PERMITTING AND CONSTRUCTION OF A NEW RESIDENTIAL STRUCTURE THROUGH THE CITY OF OCALA'S COMMUNITY

NOTES:

DEVELOPMENT SERVICES DEPARTMENT.

- 2. ALL RECORDING DATA DEPICTED AND / OR NOTED HEREON REFERENCES THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, UNLESS SPECIFIED TO THE CONTRARY.
- 3. THIS SURVEY HAS BEEN PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE SEARCH OR ABSTRACT AND MAY NOT INDICATE CURRENT OWNERSHIP, ENCUMBRANCES, OR OTHER MATTERS OF RECORD.
- 4. THE LEGAL DESCRIPTION OF THE PARCEL DESCRIBED HEREON WAS TRANSCRIBED FROM THE QUITCLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 1442, AT PAGE 1214, BASED ON OWNERSHIP AND PARCEL ACCOUNT INFORMATION PROVIDED BY CHRISTOPHER LEWIS OF THE CITY OF OCALA'S COMMUNITY DEVELOPMENT SERVICES DEPARTMENT.
- 5. BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM (WEST ZONE), NORTH AMERICAN DATUM (NAD) OF 1983, AS PREVIOUSLY DETERMINED BY THE SURVEY DIVISION OF THE CITY ENGINEER'S OFFICE OF THE CITY OF OCALA DURING THE EXECUTION OF SURVEYS IN THE VICINTY OF THE SUBJECT PROPERTY FROM WHICH THE SOUTH LINE OF LOT 10, BLOCK "D" OF HILLTOP MANOR BEARS N89°41'53"W.
- 6. THE HORIZONTAL LOCATION OF FEATURES INCLUDED IN THIS SURVEY WAS ACHIEVED VIA CONVENTIONAL SURVEY METHODOLOGIES TO INDEPENDENTLY VERIFY THE HORIZONTAL DISTANCE BETWEEN CONTROL POINTS ESTABLISHED FOR THE EXECUTION OF THIS SURVEY UTILIZING AN ELECTRONIC TOTAL STATION TO CONDUCT RADIAL TOPOGRAPHIC SURVEY MEASUREMENT RESULTING IN AN EXPECTED HORIZONTAL ACCURACY OF +/- 0.05 FEET TO THE LOCATED FEATURES SHOWN HEREON.
- 7. ACCORDING TO FLOOD INSURANCE RATE MAP (FIRM) NO. 12083C0528E, AS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), COMMUNITY 120330, PANEL 0528, SUFFIX E, EFFECTIVE DATE: APRIL 19, 2017, THE PROPERTY DESCRIBED HEREON APPEARS TO LIE IN ZONE "X" (AREAS OF MINIMAL FLOOD HAZARD).
- 8. OWNERSHIP AND PARCEL ACCOUNT INFORMATION DEPICTED AND / OR NOTED HEREON WAS OBTAINED FROM THE PUBLIC RECORD PROPERTY DATABASE OPERATED AND MAINTAINED BY THE OFFICE OF THE MARION COUNTY PROPERTY APPRAISER.

LEGEND:

RW = RIGHT-OF-WAY LB = LICENSED BUSINESS

= BOUNDARY LINE- = RIGHT-OF-WAY LINE

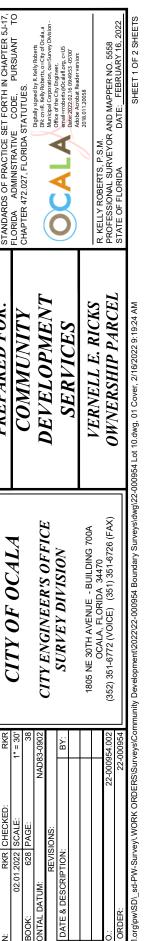
PSM = PROFESSIONAL SURVEYOR & MAPPER

- = CENTERLINE OF RIGHT-OF-WAY

- 9. DURING THE COURSE OF PREPARING THIS SURVEY, THE FOLLOWING DATA AND RECORD SOURCES WERE USED IN RENDERING AN OPINION AS TO THE LOCATION OF THE BOUNDARIES OF RECORD TITLE FOR THE SUBJECT PARCEL:
 - A. THE QUITCLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 1442, AT PAGE 1214 (AS TO THE SUBJECT PARCEL);
 - 3. THE WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 1159, AT PAGE 1320 (AS TO THE SUBJECT PARCEL):
 - C. THE QUIT CLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 735, AT PAGE 504 (AS TO THE SUBJECT PARCEL);
 - D. THE QUIT CLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 6312, AT PAGE 724 (AS TO MARION COUNTY PARCEL 2644-004-001):
 - E. THE WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 777, AT PAGE 83 (AS TO MARION COUNTY PARCEL 2644-004-001);
 - F. THE QUITCLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 2208, AT PAGE 967 (AS TO MARION COUNTY PARCEL 2644-004-002);
 - G. THE QUITCLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 1376, AT PAGE 1621 (AS TO MARION COUNTY PARCEL 2644-004-002);
 - H. THE WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 1974, AT PAGE 737 (AS TO MARION COUNTY PARCEL 2644-004-009);
 - . THE QUIT-CLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 1713, AT PAGE 1455 (AS TO MARION COUNTY PARCEL 2644-004-009);
 - J. THE PROPERTY RECORD CARD OF PARCEL ACCOUNT 2644-004-010 AS OBTAINED FROM THE OFFICE OF THE MARION COUNTY PROPERTY APPRAISER;
 - K. THE PROPERTY RECORD CARD OF PARCEL ACCOUNT 2644-004-001 AS OBTAINED FROM THE OFFICE OF THE MARION COUNTY PROPERTY APPRAISER;
 - L. THE PROPERTY RECORD CARD OF PARCEL ACCOUNT 2644-004-002 AS OBTAINED FROM THE OFFICE OF THE MARION COUNTY PROPERTY APPRAISER;
 - M. THE PROPERTY RECORD CARD OF PARCEL ACCOUNT 2644-004-009 AS OBTAINED FROM THE OFFICE OF THE MARION COUNTY PROPERTY APPRAISER;
 - N. THE PLAT OF HILLTOP MANOR, PLAT BOOK F, PAGE 43;
 - O. THE PLAT OF GLENAYRE SUBDIVISION. PLAT BOOK F. PAGE 11.
- 10. THIS SURVEY IS OF ONLY THE VISIBLE FIXED IMPROVEMENTS AND VISIBLE EVIDENCE OF UNDERGROUND UTILITIES AS OBSERVED AT THE TIME OF FIELD SURVEY WITHIN NEAR PROXIMITY TO AND / OR CROSSING THE BOUNDARY LINES OF THE SUBJECT PROPERTY; INTERIOR IMPROVEMENTS, UNDERGROUND IMPROVEMENTS, UTILITIES, AND / OR ENCROACHMENTS, IF ANY, WERE NOT LOCATED.
- 11. DIGITAL COPIES OF THIS SKETCH ARE INVALID WITHOUT THE ELECTRONIC SIGNATURE OF THE FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER LISTED HEREON THAT IS DIGITALLY AUTHENTICATED; PRINTED HARD COPIES OF THIS SKETCH ARE INVALID UNLESS THEY BEAR THE ORIGINAL SIGNATURE AND RAISED SEAL OF THE FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER LISTED HEREON.
- 12. ADDITIONS OR DELETIONS TO THIS SURVEY MAP BY ANY ENTITY OTHER THAN THE SIGNING PARTY ARE PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY.

DESCRIPTION (SEE NOTE 4):

LOT 10, BLOCK D, HILLTOP MANOR, AS PER PLAT THEREOF RECORDED IN PLAT BOOK F, PAGE 43, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA.



- - - = LOT LINE

Exhibit D - Boundary Survey

Contract# CDS/210838

