



CONTRACT# CDS/250307

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

THIS AGREEMENT FOR SHIP/HOME/CDBG HOUSING REHABILITATION - HVAC REPLACEMENT ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), **GLORIA ROBESON** ("Owner"), and **FLORIDA HOME CONTRACTORS, INC.**, a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN: 30-0463963) ("Contractor").

### RECITALS:

**WHEREAS**, on February 10, 2025, City issued a Request for Quotation ("RFQ") for the provision of HVAC replacement services for a residential home located at 1405 NW 19<sup>th</sup> Court, Ocala, Florida 34470, RFQ No.: CDS/250307 (the "Solicitation"); and

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

**WHEREAS**, Florida Home Contractors, Inc. was selected as the intended awardee to perform HVAC replacement services on a residential home located at 1405 NW 19<sup>th</sup> Court, Ocala, Florida 34470; and

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

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

### TERMS OF AGREEMENT:

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

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

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

- Exhibit A: Scope of Work (A-1 through A-4)
- Exhibit B: Price Proposal (B-1)
- Exhibit C: Work Write Up (C-1 through C-4)
- Exhibit D: Asbestos Survey Report (D-1 through D-26)
- Exhibit E: Lead Inspection Report (E-1 through E-37)
- Exhibit F: Federal Terms & Conditions (F-1 through F-5)



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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 F, then (2) Exhibit A, then (3) Exhibit B, then (4) Exhibit C, then (5) Exhibit D, then (6) Exhibit E.

3. **SCOPE OF SERVICES.** Contractor shall provide all materials, labor, supervision, tools, accessories, equipment, permits, fees, testing, inspections, certifications, and all other things necessary for Contractor to perform its obligations under this Agreement as set forth in the attached **Exhibit A - Scope of Work** and the Contract Documents. The Scope of Work under this Agreement may only be adjusted by written amendment executed by both parties.
4. **PROJECT SPECIFICATIONS.** This project will require the Contractor to have the following specifications and documents, which are incorporated by reference:
  - A. **City of Ocala Rehabilitation Standards Manual** available at:  
<https://www.ocalafl.org/home/showpublisheddocument/504/637545378827730000>;
  - B. **Florida Building Code (Most Recent Edition)** available at:  
<https://floridabuilding.org/c/default.aspx>.
  - C. **City of Ocala Metering Enclosure and Equipment Standards** available at:  
<https://www.ocalafl.org/home/showpublisheddocument/328/637632311592430000>
  - D. **City of Ocala Standard Specifications for Construction (January 11, 2024)**, available at:  
[www.ocalafl.gov/home/showpublisheddocument/24606](http://www.ocalafl.gov/home/showpublisheddocument/24606)

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

5. **COMPENSATION.** City shall pay Contractor, on behalf of Owner, a maximum limiting amount of **TWENTY-SIX THOUSAND, SEVEN HUNDRED FORTY AND NO/100 DOLLARS (\$26,740)** (the "Contract Sum") as full and complete compensation for the timely and satisfactory completion of the work in compliance with the Contract Documents. The Contract Sum under this Agreement may only be adjusted by written amendment executed by both parties.
  - A. **Monthly Progress Payments:** The compensation amount under this section shall be paid by City, monthly, based upon a percentage of completion of the work as invoiced by Contractor and approved by City. The compensation sought under this Agreement is subject to the express terms of this Agreement and any applicable Federal and/or state laws.
  - B. **Project Schedule and Progress Reports.** A progress report and updated project schedule must be submitted with each monthly pay request indicating the percent of services completed to date. This report will serve as support for payment to Contractor and the basis for payment in the event project is suspended or abandoned.
  - C. **Invoice Submission.** Contractor must invoice at least once a month or as draws require. All invoices submitted by Contractor shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. Contractor shall submit the original invoice through the responsible City Project Manager at: **City of Ocala Community Development Services Department, Attn: Chris Lewis, 201 SE 3<sup>rd</sup> Street 2<sup>nd</sup> Floor, Ocala, Florida 34471,**



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Telephone: **352-425-7686**; E-Mail: [clewis@ocalafl.gov](mailto:clewis@ocalafl.gov) or **Ailin Abboud** E-mail: [aabboud@ocalafl.gov](mailto:aabboud@ocalafl.gov).

- D. **Payment of Invoices by City.** The City Project Manager must review and approve all invoices prior to payment. City Project Manager's approval shall not be unreasonably withheld, conditioned, or delayed. Payments by City shall be made no later than the time periods established in section 218.735, Florida Statutes.
  - E. **Withholding of Payment.** City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Contractor; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to The City Project Manager; (iii) which fails to comply with any term, condition, or other requirement under this Agreement; or for (iv) representations provided in Contractor's billing statements that are wholly or partially inaccurate. Any payment withheld shall be released and remitted to Contractor within **THIRTY (30)** calendar days of the Contractor's remedy or resolution of the inadequacy or defect.
  - F. **Excess Funds.** If due to mistake or any other reason Contractor receives payment under this Agreement in excess of what is provided for by the Agreement, Contractor shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Contractor's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgments at the highest rate as allowed by law.
  - G. **Amounts Due to the City.** Contractor must be current and remain current in all obligations due to the City during the performance of services under this Agreement. Payments to Contractor may be offset by any delinquent amounts due to the City or fees and/or charges owed to the City.
  - H. **Tax Exemption.** City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Contractor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Contractor be authorized to use City's Tax Exemption Number for securing materials listed herein.
6. **TIME FOR PERFORMANCE.** Time is of the essence with respect to the performance of all duties, obligations, and responsibilities set forth in this Agreement and the Contract Documents.
- A. **Lead Time:** The maximum acceptable lead time on materials is **TWO (2) WEEKS**. The City shall issue a Notice to Proceed (NTP) upon notification of the receipt of materials by the Contractor.
  - B. **Weather Days:** The Contractor shall submit a written request to The City Project Manager (email is the preferred method) for additional days for which work is suspended or delayed by weather. Weather days shall be reconciled with each monthly pay application for the time period in which the application is submitted and shall be final. Contractor performance and execution of work will be considered in the determination for granting additional days.



- C. Contractor shall mobilize and commence work no later than **TEN (10)** working days from the date of issuance of a Notice to Proceed for the project by City. **At no time will the Contractor be allowed to lag behind.**
- D. **All work shall be completed by Contractor in a manner satisfactory to the City Project Manager and ready for final payment within SIXTY (60) days of the start date indicated on the Notice to Proceed.**
- E. The Time for Performance under this Agreement may only be adjusted by Change Order, in the sole and absolute discretion of the City. Any request for an extension of the Time for Performance must be submitted in a writing delivered to The City Project Manager, along with all supporting data, within **THREE (3)** calendar days of the occurrence of the event giving rise to the need for adjustment unless the City allows an additional period of time to ascertain more accurate data. All requests for adjustments in the Contract Time shall be determined by City.
- F. As to any delay, inefficiency, or interference in this performance of this Agreement caused by any act or failure to act by City, the Contractor's sole remedy shall be the entitlement of an extension of time to complete the performance of the affected work in accordance with the Contract Documents. Contractor agrees to make no claim for extra or additional costs attributable to said delays, inefficiencies, or interference, except as provided in this Agreement.
- G. None of the provisions of this section shall exclude City's right of recovery for damages caused by delays or inefficiencies caused by any act or failure to act by Contractor, to include costs incurred by City for the procurement of additional professional services.
- 7. **FORCE MAJEURE.** Neither party shall be liable for delay, damage, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes and labor disputes, acts of war, acts of nature, terrorism, civil unrest, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions, or any other like reason which is beyond the control of the respective party ("Force Majeure"). The party affected by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.
  - A. The party affected by force majeure shall provide the other party with full particulars thereof including, but not limited to, the nature, details, and expected duration thereof as soon as it becomes aware.
  - B. When force majeure circumstances arise, the parties shall negotiate in good faith any modifications of the terms of this Agreement that may be necessary or appropriate in order to arrive at an equitable solution. Contractor performance shall be extended for a number of days equal to the duration of the force majeure. Contractor shall be entitled to an extension of time only and, in no event, shall Contractor be entitled to any increased costs, additional compensation, or damages of any type resulting from such force majeure delays.
- 8. **INSPECTION AND ACCEPTANCE OF THE WORK.** Contractor shall report its progress to The City Project Manager as set forth herein. All services, work, and materials provided by Contractor





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

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



City or to the reasonable satisfaction of City, City may, without further notice, declare Contractor to be in breach of this Agreement and pursue all remedies available at law or equity, to include termination of this Agreement without further notice.

- C. **City's Remedies Upon Contractor Default.** In the event that Contractor fails to cure any default under this Agreement within the time period specified in this section, City may pursue any remedies available at law or equity, including, without limitation, the following:

- (1) City shall be entitled to terminate this Agreement without further notice.
- (2) City shall be entitled to hire another contractor to complete the required work in accordance with the needs of City;
- (3) City shall be entitled to recover from Contractor all damages, costs, and attorney's fees arising from Contractor's default prior to termination; and
- (4) City shall be entitled to recovery from Contractor any actual excess costs by: (i) deduction from any unpaid balances owed to Contractor; or (ii) any other remedy as provided by law.

- D. **Termination for Convenience.** City reserves the right to terminate this Agreement in whole or in part at any time for the convenience of City without penalty or recourse. The Project Manager shall provide written notice of the termination. Upon receipt of the notice, Contractor shall immediately discontinue all work as directed in the notice, notify all subcontractors of the effective date of the termination, and minimize all further costs to City including, but not limited to, the placing of any and all orders for materials, facilities, or supplies, in connection with its performance under this Agreement. Contractor shall be entitled to receive compensation solely for: (1) the actual cost of the work completed in conformity with this Agreement; and/or (2) such other costs incurred by Contractor as permitted under this Agreement and approved by City.

10. **LIQUIDATED DAMAGES FOR LATE COMPLETION.** The parties agree that it would be extremely difficult and impracticable under the presently known facts and anticipated circumstances to ascertain and fix the actual damages that City and its residents would incur should Contractor fail to achieve Final Completion and readiness for final payment by the dates specified for each under the terms of this Agreement. Accordingly, the parties agree that should Contractor fail to achieve Final Completion by the date specified, then Contractor shall pay City, as liquidated damages and not as a penalty, the sum of **ONE HUNDRED AND NO/100 DOLLARS (\$100)** per day for each calendar day of unexcused delay in achieving Final Completion beyond the date specified for Final Completion in the Contract Documents.

- A. **No Waiver of Rights or Liabilities.** Permitting Contractor to continue and finish the work, or any part thereof, beyond the dates specified for Final Completion and readiness for final payment shall not operate as a waiver on the part of the City of any of its rights under this Agreement. Any liquidated damages assessed pursuant to this section shall not relieve Contractor from liability for any damages or costs of other contractors caused by a failure of Contractor to complete the work as agreed.
- B. **Right to Withhold or Deduct Damages.** When liquidated damages are due and owing, City shall have the right to: (1) deduct the liquidated damages from any money in its hands or



- from any money otherwise due or to become due to Contractor; or to (2) initiate any applicable dispute resolution procedure for the recovery of liquidated damages within the times specified under this Agreement.
- C. **Additional Costs.** In addition to the liquidated damages set forth under this section, Contractor agrees to pay all costs and expenses incurred by City due to Contractor's delay in performance to include inspection fees, superintendence costs, and travel expenses.
  - D. **Amounts Due To The City.** Contractor must be current and remain current in all obligations due to the City during the performance of services under the Agreement.
  - E. **Injunctive Relief.** The parties acknowledge that monetary damages may not be a sufficient remedy for Contractor's failure to achieve Final Completion in accordance with the terms of this Agreement, and that City shall be entitled, in addition to all other rights or remedies in law and equity, to seek injunctive relief.
11. **WARRANTY.** Contractor warrants that all labor, materials, and equipment furnished under the agreement are new, of the type and quality required for the Project, and installed in a good and workmanlike manner in accordance with the Contract Documents.
- A. Contractor shall guarantee that the work shall be free from any defects in workmanship for a period of not less than **ONE (1) YEAR** from the date of Final Completion.
  - B. Contractor shall guarantee that the materials provided shall be free from any defects for the longer of: (1) **ONE (1) YEAR** from the date of Final Completion; or (2) the period of warranty provided by any supplier or manufacturer.
  - C. Contractor shall obtain for the benefit of City and Owner all standard warranties of subcontractors, suppliers, and manufacturers of all material, equipment, or supplies manufactured, furnished, or installed. All written warranties for work, materials, or equipment supplied must be provided to the City Project Manager before final payment will be authorized.
12. **DELAYS AND DAMAGES.** The Contractor agrees to make no claim for extra or additional costs attributable to any delays, inefficiencies, or interference in the performance of this contract occasioned by any act or omission to act by the City except as provided in the Agreement. The Contractor also agrees that any such delay, inefficiency, or interference shall be compensated for solely by an extension of time to complete the performance of the work in accordance with the provision in the standard specification.
13. **PERFORMANCE EVALUATION.** At the end of the contract, City may evaluate Contractor's performance. Any such evaluation will become public record.
14. **NOTICE REGARDING FAILURE TO FULFILL AGREEMENT.** Any contractor who enters into an Agreement with the City of Ocala and fails to complete the contract term, for any reason, shall be subject to future bidding suspension for a period of **ONE (1)** year and bid debarment for a period of up to **THREE (3)** years for serious contract failures.
15. **CONTRACTOR REPRESENTATIONS.** Contractor expressly represents that:
- A. Contractor has read and is fully familiar with all the terms and conditions of this Agreement, the Contract Documents, and other related data and acknowledges that they are sufficient in



scope and detail to indicate and convey understanding of all terms and conditions of the work to be performed by Contractor under this Agreement.

- B. Contractor has disclosed, in writing, all known conflicts, errors, inconsistencies, discrepancies, or omissions discovered by Contractor in the Contract Documents, and that the City's written resolution of same is acceptable to Contractor.
- C. Contractor has had an opportunity to visit, has visited, or has had an opportunity to examine and ask questions regarding the sites upon which the work is to be performed and is satisfied with the site conditions that may affect cost, progress, and performance of the work, as observable or determinable by Contractor's own investigation.
- D. Contractor is satisfied with the site conditions that may affect cost, progress, and performance of the work, as observable or determinable by Contractor's own investigation.
- E. Contractor is familiar with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement whatsoever.
- F. **Public Entity Crimes.** Neither Contractor, its parent corporations, subsidiaries, members, shareholders, partners, officers, directors, or executives, nor any of its affiliates, contractors, suppliers, subcontractors, or consultants under this Agreement have been placed on the convicted vendor list following a conviction of a public entity crime. Contractor understands that a "public entity crime" as defined in section 287.133(1)(g), Florida Statutes, is "a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States..." Contractor further understands that any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime: (1) may not submit a bid, proposal, or reply on a contract: (a) to provide any goods or services to a public entity; (b) for the construction or repair of a public building or public work; or (c) for leases of real property to a public entity; (2) may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and (3) may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

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

- A. **Cooperation.** Owner shall cooperate with City and Contractor during the performance of the work. Owner hereby designates City as its agent to oversee and approve Contractor's work and to authorize payment to Contractor for approved invoices.
- B. **Access.** Owner shall grant access to the property subject to this Agreement. Owner may continue to occupy the property subject to this Agreement during Contractor's performance of the work unless otherwise agreed to by City, Contractor, and Owner. City shall not be responsible for relocating Owner during the pendency of the work.
- C. **Personal Property and Storage.** Owner agrees to remove any personal property within the project construction area so as to not interfere with the progress of the work. Owner shall ensure Contractor has easy access in and around the project construction area for the





operation of equipment required for the performance of the work. Owner will allow for the necessary movement and replacement of rugs, furniture, and/or storage boxes as necessary for Contractor's performance of the work. Owner shall be responsible for procuring at Owner's sole expense any needed external storage. City shall not be liable for damage to Owner's personal property due to Owner's failure to remove said personal property pursuant to this section.

- D. **Pets.** Owner shall secure any and all pets in a location which does not interfere with the performance of the work or the Contractor's ability to fulfill its requirements under this Agreement. All pets shall be the sole responsibility of the Owner at all times hereunder.
- E. **Utilities.** Owner shall furnish and allow the use of electricity and water by Contractor at no additional cost to City or Contractor during Contractor's performance of the work.
- F. **License to Photograph Property.** Owner expressly grants to City the right to photograph or film images of the property subject to this Agreement, including the exterior and interior of the home or other structure, for documentation, education, and publicity purposes provided that such use shall not be for commercial purposes.
- G. **Color Coordination.** All colors for all materials shall be chosen by Owner at the time of execution of this Agreement from the pre-selected options provided by the Community Development Services Department. This section applies, but is not limited to, color selection for roofing, windows, interior and exterior paint, cabinets, flooring, plumbing fixtures, doors, trim, and appliances.
- H. **Homeowner's Insurance.** No insurance is provided by City under this contract to cover Owner. City recommends that Owner obtain a homeowner's insurance or other comparable policy that is sufficient and adequate to produce Owner's interests and/or liabilities.
- I. **Lien on Property.**
  - (1) Owner agrees to occupy and remain in possession of the property subject to this Agreement for a period of not less than **FIVE (5) YEARS** from the date of execution of this Agreement.
  - (2) Owner shall execute a Deferred Mortgage Loan equal to the total cost of rehabilitation set forth in the mortgage documents which names the City of Ocala as the lien holder. In the event that the amount set forth on the original Deferred Mortgage Loan does not represent the final cost of the rehabilitation services performed under this Agreement, Owner agrees to execute an amendment to the Deferred Mortgage Loan to reflect the true total cost of rehabilitation upon City's request.
  - (3) Owner's failure to comply with the provisions set forth herein shall constitute an event of default which may result in the acceleration of the repayment of the mortgage loan balance by Owner.

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

- A. Contractor shall competently and efficiently supervise, inspect, and direct all work to be performed under this Agreement, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract



Documents. Contractor shall be responsible to see that the finished work complies accurately with the contract and the intent thereof.

- B. Contractor shall have a competent resident job superintendent at the project worksite. Contractor's superintendent shall be the Contractor's primary representative at the project worksite and shall have authority to act on behalf of Contractor. Any and all directives given to the superintendent shall be binding on Contractor.
- C. Contractor shall be solely responsible for the means, methods, techniques, sequences, or procedures of construction and safety precautions or programs incident thereto.
- D. Contractor shall comply with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement, to include obtaining all permits, licenses, and other authorizations necessary for the prosecution of the work and be responsible for all costs associated with same.
- E. Contractor shall operate and cause all construction equipment and materials supplied for or intended to be utilized in the Project to be operated and stored in only those areas prescribed by City. This includes the operations of workmen.
- F. Contractor shall be fully responsible for receipt, inspection, acceptance, handling, and storage of all construction equipment and materials supplied for or intended to be utilized in the Project, whether furnished by Contractor or City. Contractor shall be responsible for providing adequate safeguards to prevent loss, theft, damage, or commingling with other materials or projects.
- G. Contractor shall be fully responsible for all acts and omissions of its subcontractors, employees, and other persons or organizations directly or indirectly employed by them.
- H. Contractor shall utilize competent employees during the performance of the work. At the request of City, Contractor shall replace any incompetent, unfaithful, abusive, and/or disorderly person under Contractor's employ. City and Contractor shall each promptly notify the other of any complaints received. Smoking is prohibited at the Project worksite and Contractor shall ensure that its employees, subcontractors, and employees of its subcontractors abide by City's smoking regulations.
- I. All Contractor and subcontractor vehicles shall have their company names located on the sides and all personnel shall be required to wear company attire. Contractor shall coordinate services with the City's Project Manager.
- J. Contractor understands the use and/or possession of alcohol or drugs on a work sit is strictly prohibited. This is defined as either coming to the work site under the influence of alcohol/drugs or the use of alcohol/drugs on the work site. Contractor shall inform its subcontractors and employees of this policy. This policy shall be enforced at all times, including lunch, and before and after working hours on the site. Violation of this policy by Contractor, its employees, or its subcontractors shall be grounds for immediate termination of this Agreement by City and/or Owner.
- K. Normal working hours shall be from 8:00 a.m. to 5:00 p.m., Monday through Friday excluding holidays. No work will be permitted on City observed holidays. Saturday work must be approved, in writing at least forty-eight (48) hours in advance.



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- 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.



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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





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- B. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate (or project aggregate, if a construction project) for products and completed operations.
  - C. Policy must include coverage for contractual liability and independent contractors.
  - D. Policy must include Additional Insured coverage in favor of the City that is no less restrictive than that afforded under the CG 20 26 04 13 Additional Insured Form.
25. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Worker's Compensation insurance shall be provided by Contractor as required by Chapter 440, Florida Statutes, or any other applicable state or federal law, including the U.S. Longshoremen's and Harbor Workers Compensation Act and the Jones Act.
- A. Contractor shall similarly require any and all subcontractors to afford such coverage for all of its employees as required by applicable law.
  - B. Contractor shall waive and shall ensure that Contractor's insurance carrier waives, all subrogation rights against the City of Ocala and its officers, employees, and volunteers for all losses or damages. Contractor's policy shall be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or its equivalent.
  - C. Exceptions and exemptions to this Section may be allowed at the discretion of the City's Risk Manager on a case-by-case basis in accordance with Florida Statutes and shall be evidenced by a separate waiver.
26. **ADDITIONAL INSURANCE REQUIREMENTS.**
- A. Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by Contractor shall not be interpreted as limiting Contractor's liability or obligations under this Agreement. City does not in any way represent that these types or amounts of insurance are sufficient or adequate enough to protect Contractor's interests or liabilities or to protect Contractor from claims that may arise out of or result from the negligent acts, errors, or omissions of Contractor, any of its agents or subcontractors, or for anyone whose negligent act(s) Contractor may be liable.
  - B. No insurance shall be provided by the City for Contractor under this Agreement and Contractor shall be fully and solely responsible for any costs or expenses incurred as a result of a coverage deductible, or co-insurance penalty to include any loss not covered because of the operation of such deductible, co-insurance penalty, or coverage exclusion or limitation.
  - C. **Certificates of Insurance.** No work shall be commenced by Contractor under this Agreement until the required Certificate of Insurance and endorsements have been provided nor shall Contractor allow any subcontractor to commence work until all similarly required certificates and endorsements of the subcontractor have also been provided. Work shall not continue after expiration (or cancellation) of the Certificate of Insurance and work shall not resume until a new Certificate of Insurance has been provided. **Contractor shall provide evidence of insurance in the form of a valid Certificate of Insurance (binders are unacceptable) prior to the start of work contemplated under this Agreement to: City of Ocala. Attention: Procurement & Contracting Department, Address: 110 SE Watula Avenue, Third Floor, Ocala Florida 34471, E-Mail: [vendors@ocalafl.gov](mailto:vendors@ocalafl.gov).** Contractor's Certificate of Insurance and required endorsements shall be issued by an agency authorized to do business



in the State of Florida with an A.M. Best Rating of A or better. The Certificate of Insurance shall indicate whether coverage is being provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.

- D. **City as an Additional Insured.** The City of Ocala shall be named as an Additional Insured and Certificate Holder on all liability policies identified in this Section with the exception of Workers' Compensation and Professional Liability policies. **Workers Compensation policy must contain a Waiver of Subrogation in favor of the City.**
  - E. **Notice of Cancellation of Insurance.** Contractor's Certificate of Insurance shall provide **THIRTY (30) DAY** notice of cancellation, **TEN (10) DAY** notice if cancellation is for non-payment of premium. In the event that Contractor's insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the certificate holder. Additional copies may be sent to the City of Ocala at [vendors@ocalafl.gov](mailto:vendors@ocalafl.gov).
  - F. **Failure to Maintain Coverage.** The insurance policies and coverages set forth above are required and providing proof of and maintaining insurance of the types and with such terms and limits set forth above is a material obligation of Contractor. Contractor's failure to obtain or maintain in full force and effect any insurance coverage required under this Agreement shall constitute material breach of this Agreement.
  - G. **Severability of Interests.** Contractor shall arrange for its liability insurance to include or be endorsed to include a severability of interests/cross-liability provision so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.
27. **SAFETY/ENVIRONMENTAL.** Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Contractor shall make an effort to detect hazardous conditions and shall take prompt action where necessary to avoid accident, injury, or property damage. EPA, DEP, OSHA and all other applicable safety laws and ordinances shall be followed as well as American National Standards Institute Safety Standards. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
- A. All employees on the work and other persons that may be affected thereby;
  - B. All work, materials, and equipment to be incorporated therein, whether in storage on or off the site; and
  - C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement during the course of construction.

All, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, any subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall be remedied by Contractor. Contractor's duties and



responsibilities for the safety and protection of the work shall continue until such time as the work is completed and accepted by City.

28. **TRAFFIC CONTROL AND BARRICADES.** The Contractor shall mitigate impact on local traffic conditions to all extents possible. The Contractor is responsible for establishing and maintaining appropriate traffic control and barricades. The Contractor shall provide sufficient signing, flagging, and barricading to ensure the safety of vehicular and pedestrian traffic at all locations where work is being done under this Agreement.
  - A. In addition to the requirements set forth in bid, the Contractor shall always maintain a good and sufficient fence, railing or barrier around all exposed portions of said work in such a manner as to warn vehicular and pedestrian traffic of hazardous conditions.
  - B. Should Contractor fail to properly barricade his work or stored material sites in the manner outlined above, the City may have the necessary barricading done, and all cost incurred for said barricading shall be charged to the Contractor.
29. **WORK SITE AND CLEANUP.** Contractor shall confine construction equipment, stored materials, and the operations of workers to only those areas prescribed by City. Daily, during the progress of the work, Contractor shall keep the premises free from accumulations of waste materials, rubbish, and all other debris resulting from the work. At the completion of the work, Contractor shall remove all waste materials, rubbish, and debris from and about the premises, as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by Owner. Contractor shall provide an inventory listing of all surplus materials in an area designated by City. Contractor shall restore to their original condition those portions of the site not designated or alteration by the Contract.
30. **NON-DISCRIMINATORY EMPLOYMENT PRACTICES.** During the performance of the contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, sexual orientation, gender identity, marital or domestic partner status, familial status, or veteran status and shall take affirmative action to ensure that an employee or applicant is afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.
31. **SUBCONTRACTORS.** Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by City or its representatives to any subcontractor of Contractor or any other persons or organizations having a direct contract with Contractor, nor shall it create any obligation on the part of City or its representatives to pay or seek payment of any monies to any subcontractor of Contractor or any other persons or organizations having a direct contract with Contractor, except as may otherwise be required by law. City shall not be responsible for the acts or omissions of any Contractor, subcontractor, or of any of their agents or employees, nor shall it create any obligation on the part of City or its representatives to pay or to seek the payment of any monies to any subcontractor or other person or organization, except as may otherwise be required by law.
32. **EMERGENCIES.** In an emergency affecting the welfare and safety of life or property, Contractor, without special instruction or authorization from The City Project Manager, is hereby permitted,



authorized, and directed to act at its own discretion to prevent threatened loss or injury. Except in the case of an emergency requiring immediate remedial work, any work performed after regular working hours, on Saturdays, Sundays, or legal holidays, shall be performed without additional expense to the City unless such work has been specifically requested and approved by the City Project Manager. Contractor shall be required to provide to the City Project Manager with the names, addresses and telephone numbers of those representatives who can be contacted at any time in case of emergency. Contractor's emergency representatives must be fully authorized and equipped to correct unsafe or excessively inconvenient conditions on short notice by City or public inspectors.

33. **INDEPENDENT CONTRACTOR STATUS.** Contractor acknowledges and agrees that under this Agreement, Contractor and any agent or employee of Contractor shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the services and work required under this Agreement. Neither Contractor nor its agents or employees shall represent or hold themselves out to be employees of City at any time. Neither Contractor nor its agents or employees shall have employee status with City. Nothing in this Agreement shall constitute or be construed to create any intent on the part of either party to create an agency relationship, partnership, employer-employee relationship, joint venture relationship, or any other relationship which would allow City to exercise control or discretion over the manner or methods employed by Contractor in its performance of its obligations under this Agreement.
34. **ACCESS TO FACILITIES.** City shall provide Contractor with access to all City facilities as is reasonably necessary for Contractor to perform its obligations under this Agreement.
35. **ASSIGNMENT.** Neither party may assign its rights or obligations under this Agreement to any third party without the prior express approval of the other party, which shall not be unreasonably withheld.
36. **RIGHT OF CITY TO TAKE OVER CONTRACT.** Should the work to be performed by Contractor under this Agreement be abandoned, or should Contractor become insolvent, or if Contractor shall assign or sublet the work to be performed hereunder without the written consent of City, the City Project Manager shall have the power and right to hire and acquire additional men and equipment, supply additional material, and perform such work as deemed necessary for the completion of this Agreement. Under these circumstances, all expenses and costs actually incurred by City to 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.





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

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

- 38. **AUDIT.** Contractor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.
- 39. **PUBLICITY.** Contractor shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.
- 40. **E-VERIFY.** Pursuant to section 448.095, Contractor shall register with and use the U.S. Department of Homeland Security's ("DHS") E-Verify System, accessible at <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all newly hired employees. Contractor shall obtain affidavits from any and all subcontractors in accordance with paragraph 2(b) of section 448.095, Florida Statutes, and maintain copies of such affidavits for the duration of this Agreement. By entering into this Agreement, Contractor certifies and ensures that it utilizes and will continue to utilize the DHS E-Verify System for the duration of this Agreement and any subsequent renewals of same. Contractor understands that failure to comply with the requirements of this section shall result in the termination of this Agreement and Contractor may lose the ability to be awarded a public contract for a minimum of one (1) year after the date on which the Agreement was terminated. Contractor shall provide a copy of its DHS Memorandum of Understanding upon City's request. Please visit [www.e-verify.gov](http://www.e-verify.gov) for more information regarding the E-Verify System.
- 41. **CONFLICT OF INTEREST.** Contractor is required to have disclosed, with the submission of their bid, the name of any officer, director, or agent who may be employed by the City. Contractor



shall further disclose the name of any City employee who owns, directly or indirectly, any interest in Contractor's business or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.

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

Florida Home Contractors, Inc.  
 Attention: Brian Suci  
 9400 NE 307th Avenue  
 Salt Springs, Florida 32134  
 PH: 352-291-0185  
 E-Mail: [flhomecontractors@gmail.com](mailto:flhomecontractors@gmail.com)



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If to City of Ocala as Agent  
for Owner:

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

Copy to:

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

47. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.
48. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.
49. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied, and enforced in accordance with the laws of the State of Florida.
50. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the



exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.

51. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all of whom shall be bound by the provisions hereof.
52. **MUTUALITY OF NEGOTIATION.** Contractor and City acknowledge that this Agreement is a result of negotiations between Contractor and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.
53. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
54. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.
55. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
56. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
57. **ELECTRONIC SIGNATURE(S).** Contractor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.
58. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements, or understandings, oral, written, or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.
59. **LEGAL AUTHORITY.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.



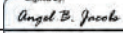


**CONTRACT# CDS/250307**

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

**ATTEST:**

**CITY OF OCALA**

Signed by:  
  
\_\_\_\_\_  
Angel B. Jacobs  
Angel B. Jacobs  
City Clerk

DocuSigned by:  
  
\_\_\_\_\_  
Christopher Watt  
Christopher Watt  
Chief of Staff

Date: 3/17/2025

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

**FLORIDA HOME CONTRACTORS, INC.**

DocuSigned by:  
  
\_\_\_\_\_  
James Haynes  
James Haynes, Director  
Community Development Services

DocuSigned by:  
  
\_\_\_\_\_  
Brian Suci  
(Authorized Signatory)

**Approved as to form and legality:**

By: Brian Suci  
(Printed Name of Signatory)

Signed by:  
  
\_\_\_\_\_  
William E. Sexton, Esq.  
By: William E. Sexton, Esq.

Title: Owner  
(Title of Authorized Signatory)

Date: 3/12/2025

Title: City Attorney



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**Witnesses for Property/Homeowner**

**Signature:**

  
(Signature of First Witness)

Natalia Cox  
(Printed Name of First Witness)

  
(Signature of Second Witness)

C.H. Lewis  
(Printed Name of Second Witness)

**PROPERTY/HOMEOWNER**

  
(Signature of Property/Homeowner)

Gloria D. Roberson  
(Printed Name of Homeowner)

Date: 3/25/25

**Exhibit A – SCOPE OF WORK****CONTRACT# CDS/250307****BACKGROUND**

1. Contractor shall perform HVAC work on a residential home at **1405 NW 19<sup>th</sup> Ct, Ocala, FL, 34475.**
2. Contractor shall provide all labor, materials, and equipment necessary to perform the services under the rehabilitation specifications, guidelines, and the Florida Building Code.

**PERMIT AND SPECIFICATION REQUIREMENTS**

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

**ANTICIPATED TASKS AND HOURS**

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

**PROJECT SUMMARY**

1. This work includes but is not limited to the following:
  - HVAC
  - Interior Repairs
  - Electrical

**Exhibit A – SCOPE OF WORK****CONTRACT# CDS/250307**

2. Work shall be coordinated with the City Project Manager, Chris Lewis, 352-629-8333 or 352-425-7686, [clewis@ocalafl.gov](mailto:clewis@ocalafl.gov).

**CONTRACTOR RESPONSIBILITIES**

1. The Contractor shall complete all work performed under this contract following policies and procedures of the City of Ocala and all applicable State of Florida and Federal laws, policies, procedures, codes, and guidelines.
2. The Contractor shall be responsible for purchasing the permits and ensuring that the hired sub-contractors purchase their required permits.
3. Each rehabilitation job shall have the required permits (i.e.: building permit, plumbing permit, electrical permit and H.A.R.V. permit).
  - A. Contractor shall be 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 shall be required to notify the Growth Management Department, (352) 629-8421 for each of the required inspections.
    - ii. When calling for an inspection, Contractor will need the address, owner's name, contractor (on plumbing and electrical inspections, the plumber or electrician is the contractor), and the permit number.
    - iii. The City Project Manager shall sign each request for payment form as approved.
    - iv. When an inspection is called into the Growth Management Department before 9:00 AM the inspections will be made by noon. All inspections called before 2:00 PM will be made by 5:00 PM.
    - v. The City of Ocala Growth Management Department makes "same day" inspections.
4. Contractor must have sufficient equipment to complete the work. The City will not pay for rental of additional equipment, purchases of equipment, etc.
5. Construction shall comply with all requirements and instructions of applicable manufacturers.
6. Work shall be completed immediately.
7. If the Contractor is advised to leave a property by the property owner or their representative, the Contractor shall leave immediately without altercation. Contractor shall then contact the City Project Manager within 24 hours and advise of the reason for not completing the assigned project.
8. Contractor shall be responsible for all wages, taxes, and worker's compensation of all employees.
9. Contractor shall be responsible for any damages including but not limited to buildings, curbing, pavement, landscaping, or irrigation systems caused by their activity. Should any public or private property be damaged or destroyed, the Contractor, at their expense, shall repair or make restoration as acceptable to the City of destroyed or damaged property no later than **one (1)** month from the date damage occurred.



**Exhibit A – SCOPE OF WORK****CONTRACT# CDS/250307****CONSTRUCTION WORK AREAS, SITE HOUSEKEEPING AND CLEANUP**

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

**CONTRACTOR EMPLOYEES AND EQUIPMENT**

1. Contractor must utilize competent employees in performing the work. Employees performing the work must be properly licensed or qualified as the scope requires.
2. Contractor must provide a valid telephone number, email, and address to the City Project Manager. The phone must be answered during normal working hours, or voicemail must be available to take a message.
3. At the request of the City, the Contractor must replace any incompetent, unfaithful, abusive, or disorderly person in their employment. The City and the Contractor must each be promptly notified by the other of any complaints received.
4. The Contractor's employees shall wear suitable work clothes and personal protective equipment as defined by OSHA (hard hats, bucket harnesses, etc.) and meet Manual on Uniform Traffic Control Devices (MUTCD) and National Electrical Safety Code (NESC) requirements as indicated for all work conducted and be as clean and in as good appearance as the job conditions permit.
5. Contractor shall operate as an independent contractor and not as an agent, representative, partner, or employee of the City of Ocala, and shall control their operations at the work site, and be solely responsible for the acts or omissions of their employees.
6. No smoking is allowed on City property or projects.

**Exhibit A – SCOPE OF WORK****CONTRACT# CDS/250307**


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

**SUB-CONTRACTORS**

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

**SAFETY**

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

	<b>Exhibit B - PRICE PROPOSAL</b>			<b>CONTRACT# CDS/250307</b>
	<b>CONTRACTOR NAME</b>		<b>LOCATION</b>	
	Florida Home Contractors, Inc		Salt Springs, FL	
<b>Mandatory Line Item Pricing</b>				
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>UOM</b>	<b>EST QTY</b>	<b>LUMP SUM COST</b>
1	HVAC	LS	1	\$ 12,000.00
2	Interior Repairs	LS	1	\$ 3,540.00
3	Electrical	LS	1	\$ 11,000.00
4	Permit Allowance	LS	1	\$ 200.00

**Exhibit C – WORK WRITE-UP****CONTRACT# CDS/250307****Rehabilitation Specification: GRNT 23-0041****CRA:****Applicant:** Gloria Robeson**Address:** 1405 NW 19th Ct**Parcel #:** 2196-002-010

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

**TYPES OF PERMITS REQUIRED:**

☒ Building ☐ Roofing ☐ Plumbing ☒ Electrical ☒ Mechanical ☐ Gas

**CONTRACTORS REQUIRED:**

☒ General/Builder/Residential ☐ Roofing ☐ Plumbing ☒ Electrical ☒ HVAC ☐ Gas ☐ Specialty

**The project must be fully completed in 60 days.**

**GENERAL CONDITIONS**

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



**Item 1 – HVAC**

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

**Exhibit C – WORK WRITE-UP****CONTRACT# CDS/250307**

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

**Item 2 – Interior Repairs**

1. Repair all areas affected due to the HVAC/electrical repairs back to original condition as necessary.
2. Provide and apply "Kilz" (equal or better) stain-resistant primer to all repaired areas and new and/or unpainted drywall as needed throughout.
3. Provide and apply **two (2)** or more (if necessary), full-coverage coats of Sherwin-Williams ProMar 200 Zero VOC Interior Latex, equal or better. Match existing colors.

**Item 3 – Electrical**

1. Remove and properly dispose of existing electrical meter enclosure.
2. Remove and properly dispose of existing, main feeder wire from meter to interior breaker panel(s).
3. Provide and install new meter enclosure, mast, and weather head with separate or integrated 200-amp main panel. Must meet all current NEC requirements as well as be compliant with the most current version of the Ocala Electric Utility's "Metering Enclosure and Equipment Standards."
4. Install new main disconnect, new main breaker(s) for interior sub-distribution panels (if required.) New panel must have multiple open slots for exterior/added circuits (minimum 6) and any other current NEC compliant circuits required for the home, unless provided for in existing interior distribution panels.
5. Provide and properly install new, correctly sized for loads, main feeder wire from exterior disconnect/breaker, through attic cavity, properly secured/protected per codes, to feed existing interior breaker panels.
6. If any other circuits need to be added/corrected to meet code or for proper function for Owner, provide and install all necessary components to bring into compliance.

**Interior:**

7. Install new interior electrical panel with appropriate GFCI/AFCI breakers.
8. Label panel as specific as possible to identify location for receptacles, lights, equipment, rooms, etc.
9. If bathroom, kitchen, or laundry outlets are not currently GFCI protected outlets/switches, provide, and install all needed materials to change to GFCI/AFCI, outlets or breakers per code.

**Exterior:**

10. Install new HVAC disconnect and exterior GFCI outlet at condenser location, front and rear (if not installed).
11. Install general LED lighting/switch in laundry area.

**Exhibit C – WORK WRITE-UP****CONTRACT# CDS/250307****Smoke/CO Alarms:**

12. Remove and properly dispose of all old smoke alarms and mounting plates throughout the home.
13. Provide and install new CO/smoke combo alarms, throughout home. Minimum, one smoke alarm in each sleeping space and one combo CO/smoke alarm in each common-area immediately adjacent to sleeping space(s), must have a 10-year non-serviceable battery.
14. Existing locations where smoke alarms were previously located should be used, if possible. Otherwise, the old locations must be repaired and painted to "best match" of surrounding walls, texture, and color.
15. Any devices requiring new wiring circuits/switches shall be included in the total price.
16. Any sub panels not needed can be removed.
17. Install necessary electrical circuits for a 16-seer2 electric heat pump HVAC system.
18. Contractor may be required to coordinate with other contractors during repairs.

**Item P – Permits**

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

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

- Contractor's information w/warranty
- Sub-contractor information
- Registered roof warranty and claim information
- All owner manuals/instructions
- Provide a list of the manufacturer, type, sheen/finish, and color of all coatings used and the respective locations where they were applied, to the Owner.
- Color choices (**all color/product choices and/or changes to previously agreed upon choices shall be done in writing**)

At the project closeout and before final payment, the Contractor shall submit to the City Project Manager:

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

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

♦Asbestos, Lead Paint and Construction Air Monitoring ♦Consulting ♦Bulk Sampling for Laboratory Analysis♦  
(352) 203-4081 email: [robpb03@gmail.com](mailto:robpb03@gmail.com) or [rrasmussen72@gmail.com](mailto:rrasmussen72@gmail.com)

FL Licensed Asbestos Business Organization No. ZA527

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

December 17, 2024

Project:  
Asbestos Survey for Renovation-House  
Ms. Gloria Robeson  
1405 NW 19<sup>th</sup> Ct.  
Ocala, FL 34475



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



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

Signed electronically 12/118/24 by  
Peter C. Swarr, PE

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

352.203.4081



Asbestos Survey for Renovation-House  
Ms. Gloria Robeson  
1405 NW 19<sup>th</sup> Ct.  
Ocala, FL 34475

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

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

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

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



Robert Rasmussen  
Building Inspector  
Asbestos License # ZA527

Asbestos Survey for Renovation-House  
Ms. Gloria Robeson  
1405 NW 19<sup>th</sup> Ct.  
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## 1.0 INTRODUCTION

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

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

## 1.1 INSPECTION AND SAMPLING PROCEDURE

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

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

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

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

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

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

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

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

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

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

Asbestos NESHAP regulations must be followed for demolitions and/or renovations of facilities with at least 80 linear meters (260 linear feet) of regulated asbestos-containing materials (RACM) on pipes, 15 square meters (160 square feet) of regulated asbestos-containing materials on other facility components, or at least one cubic meter (35 cubic feet) of facility components where the amount of RACM previously removed from pipes and other facility components could not be measured before stripping.

## 1.2 METHODS OF LABORATORY ANALYSIS

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

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

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

## 1.3 QUALITY CONTROL PROCEDURES

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

## 1.4 DETERMINATION OF ACM CLASSIFICATION

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

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

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

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

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

## 1.5 INSPECTION LIMITS

**PbO<sub>3</sub>** has performed the Client requested tasks in a thorough and professional manner consistent with commonly accepted standard industry practices, using state of the art practices and best available known technology, as of the date of the assessment. **PbO<sub>3</sub>** cannot guarantee and does not warrant that this Asbestos Survey has identified all adverse environmental factors and/or conditions affecting the subject properties on the date of the Assessment. **PbO<sub>3</sub>** cannot and will not warrant that this Asbestos Survey that was requested by the client will satisfy the dictates of, or provide a legal defense in connection with, any environmental laws or regulations. It is the responsibility of the client to know and abide by all applicable laws, regulations, and standards. The results reported and conclusions reached by **PbO<sub>3</sub>** are solely for the benefit of the client. The results and opinions in this report, based solely upon the conditions found on the property as of the date of the Assessment, will be valid only as of the date of the Assessment. Please note that the test results relate only to those homogeneous materials tested. If conditions, or materials, other than those addressed in this report are encountered during the planned demolition activities, **PbO<sub>3</sub>** should be contacted to assess the potential impact of these materials or conditions relative to the findings or recommendations included herein. The survey was performed by observing suspect materials throughout the structure where accessible. We must emphasize that it is not possible to look within every location of a building. The visual survey documents only general locations of suspect materials but does not determine exact boundaries. Concealed locations of asbestos may exist at the subject property, and the levels may vary from those stated in this report. There may be variations in the composition of materials which appear similar. Materials may be hidden from view and not accessible. Hypothetical examples include floor tile hidden under carpeting, and not detected by our typical examination of the area under the carpet at a corner(s) or existing hole(s), an abandoned length of insulated pipe hidden within a finished wall, an asbestos-cement sewer vent pipe in the wall behind a toilet, asbestos paper/felt between hardwood flooring and the sub-floor or old vinyl floor tile covered over with plywood and newer flooring materials. No attempt was made to disassemble equipment or demolish structural elements and finishes as this is beyond the scope of our authorized services. Visual observations were made only at convenient locations, due to these limitations, wall voids, flooring under carpet, building cavities and mechanical equipment, and other areas may contain unreported asbestos-containing materials. Suspect materials not previously identified in this report may be encountered during any demolition activity. These materials should be assumed asbestos containing material until sample collection and subsequent analysis prove otherwise.



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All fire doors should be assumed asbestos containing material since disassembly of locks and/or other work to access the door insulation is not possible.

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

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

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

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

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

## 1.6 INSPECTION DATE AND INSPECTOR INFORMATION:

**PbO<sub>3</sub>** employee Julian Spadt inspected the structure on December 9, 2024.

## 2.0 FACILITY CONSTRUCTION INFORMATION:

The structure is a single-story CMU block single family house on a concrete slab with an asphalt shingle roof.

## 2.1 FACILITY MAINTENANCE AND/OR RENOVATION HISTORY

Unknown

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## 2.2 SUSPECT MATERIAL SUMMARY

- Drywall & Joint Compound
- Wall Texture
- Knockdown Ceiling Texture
- Wall Texture (Bathroom)
- 12"x 12" Vinyl Floor Tile (Beige)
- Exterior Caulking
- CMU Block
- Concrete
- Asphalt Roofing

## 2.3 RESULTS

There was a total of Twenty-Seven (27) samples (including sub-samples) were analyzed by EPA Method 600/M4/82/020R-93/116. Based upon our visual observations, bulk sampling of suspect materials and subsequent microscopic analysis, we have determined that **asbestos minerals were detected in the samples analyzed.**

Sample No.	Location	Asbestos Component	Asbestos Qty	Friable	Amount
1405-01	Bedroom	Drywall Joint Compound	2% Chrysotile	No	+/- 2,500 Ft <sup>2</sup>
1405-16	Exterior	Exterior Caulking	Trace <1% Chrysotile	No	+/- 165 Lft

## 2.4 SUMMARY AND CONCLUSIONS

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

1. Non-Friable Asbestos Containing Material was detected in the Drywall Joint Compound.
2. A trace amount of asbestos (<1.0%) was detected in the Exterior Caulking.

## 2.5 RECOMMENDATIONS

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

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

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

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

#### **Disturbances to Non-Friable Asbestos Drywall Joint Compound:**

- Option 1

Abate all Non-Friable Asbestos Containing Material prior to any renovation that may impact the Drywall Joint Compound. Abatement should be performed by a Florida Licensed Asbestos Abatement Contractor.

29 CFR 1926.1101- OSHA's Asbestos Standard for the Construction Industry does apply if the abatement option is chosen.

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

- Option 2

Non-Friable Asbestos Containing Material was detected in the Drywall Joint Compound. The EPA NESHAP (40 CFR Part 61, Appendix A to Subpart M) classifies these materials as a Category I, non-friable ACM. Removal is not required by NESHAP provided the renovation activities do not subject this material to cutting, sanding, grinding, abrading, or otherwise rendering them friable during renovation.

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

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

#### **Disturbances to the Exterior Caulking:**

- Should be performed by a Florida Licensed Asbestos Abatement Contractor or a contractor who has specific training as required by the U.S. Occupational Safety and Health Administration (OSHA) regulations which apply to the disturbances of a material; containing any percentage of asbestos fibers as outlined in 29 CFR 1926.1101- OSHA's Asbestos Standard for the Construction Industry.

Asbestos Survey for Renovation-House  
Ms. Gloria Robeson  
1405 NW 19<sup>th</sup> Ct.  
Ocala, FL 34475

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

Asbestos Survey for Renovation-House  
Ms. Gloria Robeson  
1405 NW 19<sup>th</sup> Ct.  
Ocala, FL 34475

### General Recommendations

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

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

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

DEP recommends that this "trained person" be on site when non-friable ACM is present so that developing problems can be caught early and corrected without delay. In addition, the regulations require the owner of the building and/or the operator to notify the applicable DEP District Office or Local Pollution Control Agency before any demolition, or before renovations of buildings that contain a certain threshold amount of asbestos or asbestos containing materials.

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

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

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

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



Asbestos Survey for Renovation-House  
Ms. Gloria Robeson  
1405 NW 19<sup>th</sup> Ct.  
Ocala, FL 34475

Dear Customer:

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

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

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

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

Sincerely,

**Pb03** Environmental Monitoring, LLC

Asbestos Survey for Renovation-House  
Ms. Gloria Robeson  
1405 NW 19<sup>th</sup> Ct.  
Ocala, FL 34475

**APPENDIX A**

**LABORATORY RESULTS**



**EHS**  
Laboratories  
ENVIRONMENTAL HAZARDS SERVICES, LLC

7469 Whitepine Rd  
North Chesterfield, VA 23237  
Telephone: 800.347.4010

Asbestos Bulk  
Analysis Report

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

Report Number: 24-12-02091  
  
Received Date: 12/11/2024  
Analyzed Date: 12/13/2024, 12/16/2024  
Reported Date: 12/16/2024

Project/Test Address: Renovation; 1405 NW 19th Court; Ocala, FL 34475

Client Number:  
201413

Fax Number:  
321-507-4914

Laboratory Results

Lab Sample Number	Client Sample Number	Layer Type	Lab Gross Description	Asbestos	Other Materials
24-12-02091-001A	1405-01	Joint Comp.	Off-White Powdery; Homogeneous	2% Chrysotile	98% Non-Fibrous
Total Asbestos: 2%					
24-12-02091-001B	1405-01	Drywall	White/Brown Fibrous; Gray Chalky; Inhomogeneous	NAD	20% Cellulose 80% Non-Fibrous
24-12-02091-002A	1405-02	Joint Comp.	Did Not Analyze (Positive Stop)		
24-12-02091-002B	1405-02	Drywall	White/Brown Fibrous; Gray Chalky; Inhomogeneous	NAD	20% Cellulose 80% Non-Fibrous
24-12-02091-003A	1405-03	Joint Comp.	Did Not Analyze (Positive Stop)		

## Environmental Hazards Services, L.L.C

Client Number: 201413

Report Number: 24-12-02091

Project/Test Address: Renovation; 1405 NW 19th Court; Ocala,  
FL 34475

Lab Sample Number	Client Sample Number	Layer Type	Lab Gross Description	Asbestos	Other Materials
24-12-02091-003B	1405-03	Drywall	White/Brown Fibrous; Gray Chalky; Inhomogeneous	NAD	20% Cellulose 80% Non-Fibrous
24-12-02091-004	1405-04		Off-White Brittle Paint-Like; Homogeneous	NAD	100% Non-Fibrous
Sample material appears to be paint					
24-12-02091-005	1405-05		Off-White Brittle Paint-Like; Homogeneous	NAD	100% Non-Fibrous
Sample material appears to be paint					
24-12-02091-006	1405-06		Off-White Brittle Paint-Like; Homogeneous	NAD	100% Non-Fibrous
Sample material appears to be paint					
24-12-02091-007	1405-07		White Powdery; Homogeneous	NAD	100% Non-Fibrous
24-12-02091-008	1405-08		White Powdery; Homogeneous	NAD	100% Non-Fibrous
24-12-02091-009	1405-09		White Powdery; Homogeneous	NAD	100% Non-Fibrous
24-12-02091-010	1405-10		White Powdery; Homogeneous	NAD	100% Non-Fibrous

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

Client Number: 201413

Report Number: 24-12-02091

Project/Test Address: Renovation; 1405 NW 19th Court; Ocala,  
FL 34475

Lab Sample Number	Client Sample Number	Layer Type	Lab Gross Description	Asbestos	Other Materials
24-12-02091-011	1405-11		White Powdery; Homogeneous	NAD	100% Non-Fibrous
24-12-02091-012	1405-12		White Powdery; Homogeneous	NAD	100% Non-Fibrous
24-12-02091-013A	1405-13	Flooring	Tan/Black Vinyl; Homogeneous	NAD	5% Synthetic 95% Non-Fibrous
24-12-02091-013B	1405-13	Mastic	Tan Adhesive; Homogeneous	NAD	3% Cellulose 97% Non-Fibrous
24-12-02091-014A	1405-14	Flooring	Tan/Black Vinyl; Homogeneous	NAD	5% Synthetic 95% Non-Fibrous
24-12-02091-014B	1405-14	Mastic	Tan Adhesive; Homogeneous	NAD	3% Cellulose 97% Non-Fibrous
24-12-02091-015A	1405-15	Flooring	Tan/Black Vinyl; Homogeneous	NAD	5% Synthetic 95% Non-Fibrous
24-12-02091-015B	1405-15	Mastic	Tan Adhesive; Homogeneous	NAD	3% Cellulose 97% Non-Fibrous



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

Client Number: 201413

Report Number: 24-12-02091

Project/Test Address: Renovation; 1405 NW 19th Court; Ocala,  
FL 34475

Lab Sample Number	Client Sample Number	Layer Type	Lab Gross Description	Asbestos	Other Materials
24-12-02091-016	1405-16		Clear-White Pliable; White Soft; Tan Brittle; Inhomogeneous	Trace <1% Chrysotile	100% Non-Fibrous
Total Asbestos: Trace <1%					
2% Chrysotile present in tan brittle material					
24-12-02091-017	1405-17		Clear-White Pliable; White Soft; Tan Brittle; Inhomogeneous	Trace <1% Chrysotile	100% Non-Fibrous
Total Asbestos: Trace <1%					
2% Chrysotile present in tan brittle material					
24-12-02091-018	1405-18		Clear-White Pliable; White Soft; Tan Brittle; Inhomogeneous	Trace <1% Chrysotile	100% Non-Fibrous
Total Asbestos: Trace <1%					
2% Chrysotile present in tan brittle material					
24-12-02091-019	1405-19		Gray/Tan Granular; Homogeneous	NAD	100% Non-Fibrous
24-12-02091-020	1405-20		Tan/Off-White Granular; Inhomogeneous	NAD	100% Non-Fibrous
24-12-02091-021	1405-21		Orange/Brown Aggregate; Black Tar-Like Fibrous; Inhomogeneous	NAD	5% Cellulose 15% Fibrous Glass 80% Non-Fibrous

## Environmental Hazards Services, L.L.C

Client Number: 201413  
Project/Test Address: Renovation; 1405 NW 19th Court; Ocala,  
FL 34475

Report Number: 24-12-02091

Lab Sample Number	Client Sample Number	Layer Type	Lab Gross Description	Asbestos	Other Materials
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QC Sample: 96-M22012-4, 97-M22013-2

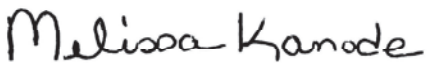
QC Blank: SRM 1866 Fiberglass

Reporting Limit: 1% Asbestos

Method: EPA Method 600/R-93/116, EPA Method 600/M4-82-020

Analyst: Meredith Outlaw

Reviewed By Authorized Signatory:



Melissa Kanode  
QA/QC Clerk

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

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

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

LEGEND: NAD = no asbestos detected

24-12-02091

ACCOUNT No. 201413

Pb3 ENVIRONMENTAL MONITORING, LLC.

6548 SW 131<sup>st</sup> Place Ocala, FL 34473 (352) 203-4081 [trasmussen72@gmail.com](mailto:trasmussen72@gmail.com)

CHAIN OF CUSTODY DOCUMENT

PAGE 1



Due Date:  
12/16/2024  
(Monday)  
AE

Project Number: \_\_\_\_\_  
 Project Name: Renovation  
 Project Address: 1405 NW. 19th Court Ocala, FL 34475  
 Client Name: City of Ocala  
 Inspector: J. Spadt

Lab Name: Environmental Hazards  
 Address: 7469 Whitepine Road  
N. Chesterfield, VA 23237  
 Phone: 1-800-347-4010 ext 116  
 Turnaround: Same Day 24 Hrs 48Hrs 3 Days X  
 Other: \_\_\_\_\_  
 Analysis Type: Asbestos Bulk X Positive Stop X  
Lead OTHER

Date	Sample Number	Description	Location	Comments/Measurements
12/9/2024	1405-01	Drywall with Joint Compound	Bedroom	
	-02	L	L	
	-03	L	Hallway	
	-04	Wall Texture	Bedroom	Throughout
	-05	L	L	L
	-06	L	Hallway	L
	-07	Knockdown Ceiling Texture	Family Rm	Approx. 100 sq. ft.
	-08	L	L	L
	-09	L	L	L
	-10	Wall Texture	Bathroom	
	-11	L	L	L
	-12	L	L	L
	-13	12" x 12" Floor Tile (Beige) with Adhesive	Family Rm.	Approx. 150 sq. ft.
	-14	L	L	L
	-15	L	L	L
	-16	Window Caulking	Exterior	Approx. 165 linear ft.
	-17	L	L	L
	-18	L	L	L
	-19	CMU Block	L	
Relinquished By: <u>[Signature]</u>	Date: <u>12/9/2024</u>	Time: <u>12:11/24 452p</u>		
Received By: <u>[Signature]</u>	Date: <u>12/11/24</u>	Time: <u>452p</u>		

02091

ACCOUNT No. 201413

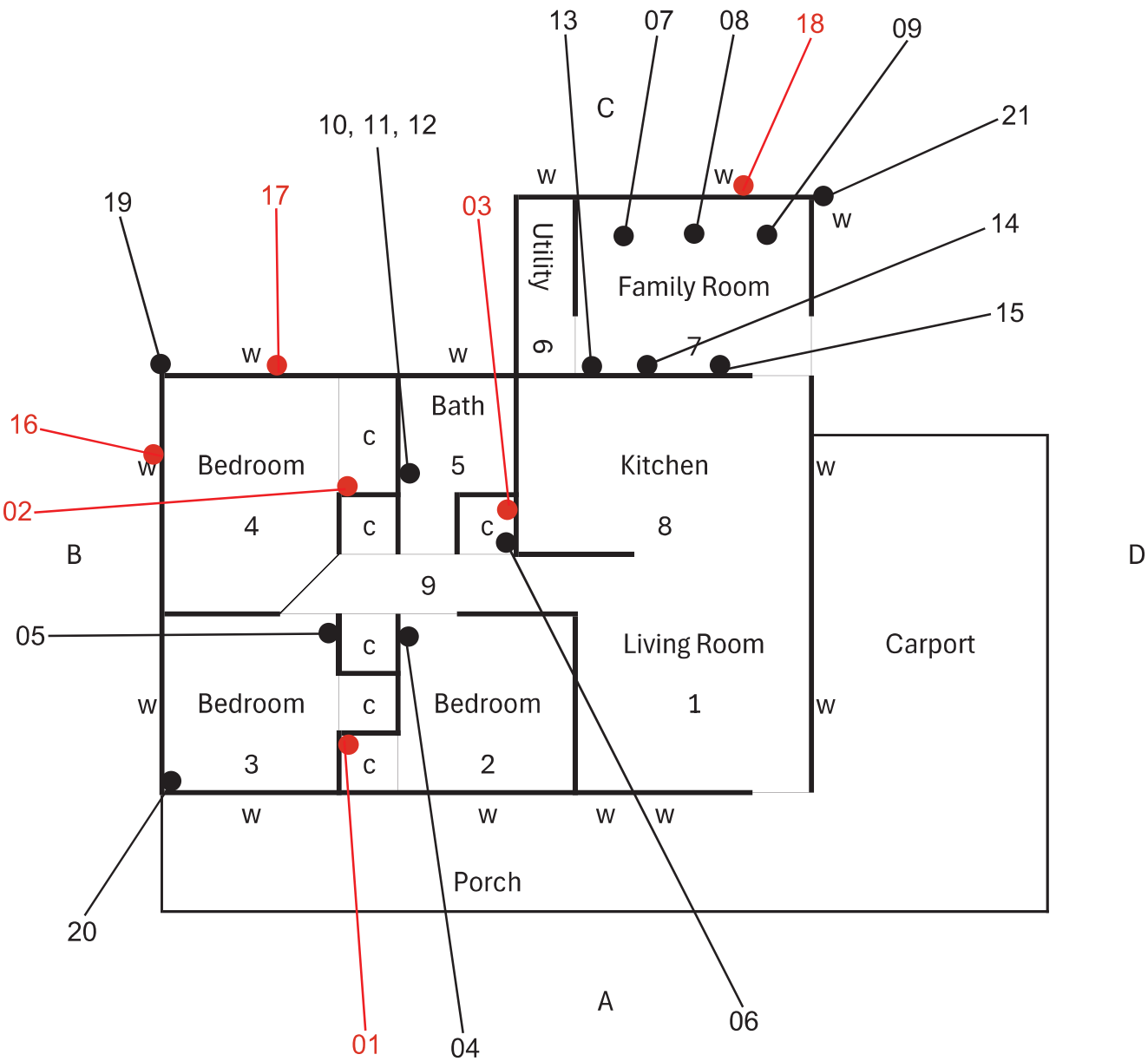
Phos ENVIRONMENTAL MONITORING, LLC.

6548 SW 131<sup>st</sup> Place Ocala, FL 34473 (352) 203-4081 [rasmussen72@gmail.com](mailto:rasmussen72@gmail.com)

CHAIN OF CUSTODY DOCUMENT

PAGE 2 of 2

Project Number: Project Name: <i>Renovation</i> Project Address: <i>1405 N.W. 19th Court Ocala, FL 34475</i> Client Name: <i>City of Ocala</i> Inspector: <i>J. Spadt</i>		Lab Name: <b>Environmental Hazards Services LLC</b> Address: 7469 Whitepine Road N. Chesterfield, VA 23237 Phone: 1-800-347-4010 ext 116 Turnaround: Same Day 24 Hrs 48Hrs 3 Days <input checked="" type="checkbox"/> Analysis Type: Asbestos Bulk <input checked="" type="checkbox"/> Positive Stop <input checked="" type="checkbox"/> Lead <input type="checkbox"/> OTHER <input type="checkbox"/>		
Date	Sample Number	Description	Location	Comments / Measurements
12/9/2024	1405-20	Concrete Slab	Exterior	
	L-21	Asphalt Roofing	L	
				*Single story
				concrete structure
				with concrete slab
				and asphalt roofing.*
Relinquished By: <i>[Signature]</i>		Date: 12/9/2024	Time:	
Received By: <i>[Signature]</i>		Date: 12/11/24	Time: 4:42pm	





Asbestos Survey for Renovation-House  
Ms. Gloria Robeson  
1405 NW 19<sup>th</sup> Ct.  
Ocala, FL 34475

**APPENDIX B**  
**CERTIFICATIONS**

# THE ASBESTOS INSTITUTE

*Certifies that*

**Robert Rasmussen**

has attended and received instruction in the EPA approved course

**AHERA Building Inspector Refresher**

on

**July 20, 2024**

and successfully completed and passed the competency exam.

Certificate:

ON-188748-7395-072024

Date of Examination:

20-Jul-2024

Date of Expiration:

20-Jul-2025

  
William T. Cavness  
Director

  
Approved Instructor

**THE ASBESTOS INSTITUTE**

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

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

# THE ASBESTOS INSTITUTE

*Certifies that*

## Julian Spadt

has attended and received instruction in the EPA approved course

### AHERA Building Inspector Refresher

on

## May 02, 2024

and successfully completed and passed the competency exam.

Certificate:

ON-188748-9815-050224

Date of Examination:

2-May-2024

Date of Expiration:

02-May-2025

  
William T. Cavness  
Director

  
Approved Instructor

THE ASBESTOS INSTITUTE

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

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





Ron DeSantis, Governor

Melanie S. Griffin, Secretary



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

**ASBESTOS LICENSING UNIT**

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

**PBO3 ENVIRONMENTAL MONITORING, LLC**

PETER C SWARR  
6548 SW 131ST PLACE  
OCALA FL 34473

**LICENSE NUMBER: ZA527**

**EXPIRATION DATE: NOVEMBER 30, 2025**

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



Do not alter this document in any form.

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

United States Department of Commerce  
National Institute of Standards and Technology



Certificate of Accreditation to ISO/IEC 17025:2017

NVLAP LAB CODE: 101882-0

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

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

Asbestos Fiber Analysis

This laboratory is accredited in accordance with the recognized International Standard ISO/IEC 17025:2017.  
This accreditation demonstrates technical competence for a defined scope and the operation of a laboratory quality  
management system (refer to joint ISO-ILAC-IAF Communique dated January 2009).

2024-01-01 through 2024-12-31  
Effective Dates



*[Signature]*  
For the National Voluntary Laboratory Accreditation Program



**National Voluntary  
Laboratory Accreditation Program****SCOPE OF ACCREDITATION TO ISO/IEC 17025:2017****Environmental Hazards Services, L.L.C.**

7469 Whitepine Road

North Chesterfield, VA 23237-2261

Ms. Julie Dickerson

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

Email: [jdickerson@leadlab.com](mailto:jdickerson@leadlab.com)<http://www.leadlab.com>**ASBESTOS FIBER ANALYSIS****NVLAP LAB CODE 101882-0****Bulk Asbestos Analysis****Code****Description**

18/A01

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

18/A03

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

A handwritten signature in blue ink, which appears to read 'Dana S. Laman', is written over a horizontal line.

*For the National Voluntary Laboratory Accreditation Program*

**Pb<sub>3</sub>**  
**Environmental Monitoring, LLC.**  
6548 SW 131<sup>st</sup> Place Ocala, Florida 34473

♦Asbestos, Lead Paint and Construction Air Monitoring ♦Consulting ♦Bulk Sampling for Laboratory Analysis♦  
(352) 203-4081 email: [robpb3@gmail.com](mailto:robpb3@gmail.com) or [rrasmussen72@gmail.com](mailto:rrasmussen72@gmail.com)

December 09, 2024

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


Project: LEAD - BASED PAINT INSPECTION REPORT  
Ms. Gloria Robeson  
1405 NW 19<sup>th</sup> Court  
Ocala, FL 34475



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

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

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

  
Robert Rasmussen  
Risk Assessor

LEAD - BASED PAINT INSPECTION REPORT  
Ms. Gloria Robeson  
1405 NW 19<sup>th</sup> Court  
Ocala, FL 34475

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**Exhibit E - Lead Inspection Report****CONTRACT# CDS/250307****LEAD - BASED PAINT INSPECTION REPORT**

Ms. Gloria Robeson  
1405 NW 19<sup>th</sup> Court  
Ocala, FL 34475

**1. SUMMARY of FINDINGS**

According to your instructions **PbO<sub>3</sub>** Environmental Monitoring, LLC. of 6548 SW 131<sup>st</sup> Place Ocala, Florida has completed a LEAD-BASED PAINT INSPECTION of the subject property. The inspection was conducted on December 09, 2024. The Inspection was performed by Julian Spadt, Lead Risk Assessor(s) (certifications on file). This lead-based paint inspection did not include such items as water sampling, soils, mini blinds, lead dust analysis, furniture, bathroom and/or floor tile-except as noted in this report. Non-painted components, such as ceramic tile and vinyl baseboards, were not tested. Factory finish components or paneled areas such as walls, vent covers, countertops, exhaust hood covers, mailboxes, sinks, electrical panels, closet clothing bars, and light fixtures, etc., were not tested unless they were painted. **Ceramic Tile may be a Lead Containing Material such as that found in many Ceramic Tile glazes. Secondary Coverings such as drop ceilings, paneling, vinyl siding, wallpaper, furniture, clutter, etc. may conceal painted components, which were not accessible during this inspection. Care must be taken not to disturb concealed components unless it is determined that they do not contain lead-based paint.**

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

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

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

**Summary of the Findings**

Test Method Performed	No. of Samples	No. <b>above</b> Action Level and/or <b>Positive</b>	No. <b>below</b> Action Level and/or <b>Negative</b>
X-ray Fluorescence	176	0	176

**Notes**

- All windows are aluminum.
- Room 5-Wall C, window casing is tile.
- Room 6-All interior building components are unpainted with the exception of the door casing on wall D.
- Room 6-Wall D, no door.
- Room 7-Wall A, no door.

**Results**

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

**Exhibit E - Lead Inspection Report****CONTRACT# CDS/250307****LEAD - BASED PAINT INSPECTION REPORT**

Ms. Gloria Robeson  
1405 NW 19<sup>th</sup> Court  
Ocala, FL 34475

**Conclusion**

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

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

**Recommendations**

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

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

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



## LEAD - BASED PAINT INSPECTION REPORT

Ms. Gloria Robeson  
1405 NW 19<sup>th</sup> Court  
Ocala, FL 34475

## 2. REPORT

### Purpose

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

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

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

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

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

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

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

### Lead Testing Methods

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

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

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

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all cases, the most stringent regulation is followed. **PbO3** Inspectors test one of each and every different type of accessible testing combination in each room being inspected or as described in our client services agreement. Testing procedures for XRF testing are usually performed from left to right by room and within each room left to right by component. The testing format is followed unless otherwise noted. Each XRF reading is assigned an exclusive reference number and a measurement that is stored in the instrument. Each reference number location is logged on the data sheets for future reference, testing location and report generation.

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

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

### Dust Wipes

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

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

**PbO3** believes that high lead dust levels pose a greater health threat than the mere presence of intact lead-based paint. Consequently, we strongly suggest regularly scheduled monitoring by lead dust wipes, until full abatement is completed.

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

Current Action Levels for lead in dust:	Interior Floor $\geq 10$ ug/ft <sup>2</sup>	Porch Floor $\geq 40$ ug/ft <sup>2</sup>
	Windowsill $\geq 100$ ug/ft <sup>2</sup>	Troughs $\geq 100$ ug/ft <sup>2</sup>
Current Action Level Soil for children play areas	Greater than 400 PPM	

### Soil

Soil samples are usually taken after the initial inspection (if applicable), to determine the current level of lead in the soil and after any exterior abatement (including pressure washing) or renovation activities have taken place. **PbO3** Inspectors take the soil samples from the side of a property and other areas of concern that are most likely to have a possible elevated lead level. A typical soil sample is collected by taking multiple spoonful's of soil from one side of a piece of property typically along a straight line and a half-inch deep. By performing our sampling in this fashion, we are acquiring a representative sample from a specific side of the property.

EPA recommends the following action levels for lead in soil.

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

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**Paint Chips**

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

Current action levels for lead in paint:

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

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

**Water**

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

Current action levels for lead in water:

*15 to 20 ppb (parts per billion)*

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

**Methodology Used**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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**APPROXIMATE COST ESTIMATES FOR REMEDIATION**

The price estimates below are based on numerous assumptions and variables that are ever changing. The cost estimates are only estimates and should not be considered final and absolute costs to remediate the property inspected of any lead hazards found. **Pb03** estimates are based on average industry prices for the median cost option for various components. Dependent on the course of action the particular property uses to remediate, the price estimates may vary greatly from actual cost proposals.

Approximate abatement costs (per component):

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

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



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**APPENDIX A****LEAD SURVEY DATA PAGES**

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

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

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

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Reading No	Time	COMPONENT	FEATURE	SUBSTRATE	SIDE	COLOR	CONDITION	ROOM	Results	PbC
2	12/9/2024 9:25	CALIBRATE							Positive	1.1
4	12/9/2024 9:26	CALIBRATE							Positive	1.5
5	12/9/2024 9:26	CALIBRATE							Negative	0
6	12/9/2024 9:26	WALL	WALL	WOOD	A	VARNISH	INTACT	1	Negative	0.03
7	12/9/2024 9:27	WALL	WALL	WOOD	B	VARNISH	INTACT	1	Negative	0.03
8	12/9/2024 9:27	WALL	WALL	WOOD	C	YELLOW	INTACT	1	Negative	0.03
9	12/9/2024 9:27	WALL	WALL	WOOD	D	VARNISH	INTACT	1	Negative	0.03
10	12/9/2024 9:28	DOOR	CASING	WOOD	A	WHITE	INTACT	1	Negative	0.03
11	12/9/2024 9:28	DOOR	CASING	WOOD	A	WHITE	INTACT	1	Negative	0.03
12	12/9/2024 9:28	DOOR	DOOR	METAL	A	OFF WHITE	INTACT	1	Negative	0.03
13	12/9/2024 9:29	WINDOW	CASING	WOOD	A	VARNISH	INTACT	1	Negative	0.03
14	12/9/2024 9:29	WINDOW	CASING	WOOD	A	VARNISH	INTACT	1	Negative	0.03
15	12/9/2024 9:29	WINDOW	CASING	WOOD	D	VARNISH	INTACT	1	Negative	0.03
16	12/9/2024 9:29	BASEBOARD	BASEBOARD	WOOD	D	VARNISH	INTACT	1	Negative	0.03
17	12/9/2024 9:30	TRIM	WALL	WOOD	D	VARNISH	INTACT	1	Negative	0.03
18	12/9/2024 9:30	WALL	CROWN MOLDING	WOOD	D	VARNISH	INTACT	1	Negative	0.03
19	12/9/2024 9:31	CEILING	WALL	DRYWALL	D	WHITE	INTACT	1	Negative	0.03
20	12/9/2024 9:31	WALL	WALL	DRYWALL	A	BEIGE	INTACT	2	Negative	0.03
21	12/9/2024 9:32	WALL	WALL	DRYWALL	B	BEIGE	INTACT	2	Negative	0.03
22	12/9/2024 9:32	WALL	WALL	DRYWALL	C	BEIGE	INTACT	2	Negative	0.03
23	12/9/2024 9:32	WALL	WALL	DRYWALL	D	BEIGE	INTACT	2	Negative	0.03
24	12/9/2024 9:32	WINDOW	CASING	DRYWALL	A	BEIGE	INTACT	2	Negative	0.03
25	12/9/2024 9:33	CLOSET	WALL	DRYWALL	B	WHITE	INTACT	2	Negative	0.03
26	12/9/2024 9:33	CLOSET	SHELF	WOOD	B	WHITE	INTACT	2	Negative	0.04
27	12/9/2024 9:34	CLOSET	SHELF CLEAT	WOOD	B	WHITE	INTACT	2	Negative	0.04
28	12/9/2024 9:34	CLOSET	CASING	DRYWALL	B	BEIGE	INTACT	2	Negative	0.03
29	12/9/2024 9:34	CLOSET	DOOR	METAL	B	GRAY	INTACT	2	Negative	0.03
30	12/9/2024 9:35	DOOR	CASING	WOOD	C	WHITE	INTACT	2	Negative	0.03
31	12/9/2024 9:35	DOOR	CASING	WOOD	C	WHITE	INTACT	2	Negative	0.03
32	12/9/2024 9:35	DOOR	CASING	WOOD	C	WHITE	INTACT	2	Negative	0.03
33	12/9/2024 9:35	DOOR	CASING	WOOD	C	WHITE	INTACT	2	Negative	0.03
34	12/9/2024 9:35	DOOR	DOOR	WOOD	C	WHITE	INTACT	2	Negative	0.03
35	12/9/2024 9:36	DOOR	DOOR	WOOD	C	WHITE	INTACT	2	Negative	0.04
36	12/9/2024 9:36	BASEBOARD	BASEBOARD	WOOD	C	WHITE	INTACT	2	Negative	0.32
37	12/9/2024 9:36	CEILING	WALL	DRYWALL	C	WHITE	INTACT	2	Negative	0.03
38	12/9/2024 9:37	WALL	WALL	DRYWALL	A	BEIGE	INTACT	3	Negative	0.03
39	12/9/2024 9:37	WALL	WALL	DRYWALL	B	BEIGE	INTACT	3	Negative	0.03
40	12/9/2024 9:37	WALL	WALL	DRYWALL	C	BEIGE	INTACT	3	Negative	0.03
41	12/9/2024 9:38	WALL	WALL	DRYWALL	D	BEIGE	INTACT	3	Negative	0.03
42	12/9/2024 9:38	WINDOW	CASING	DRYWALL	A	WHITE	INTACT	3	Negative	0.03
43	12/9/2024 9:38	WINDOW	CASING	DRYWALL	B	WHITE	INTACT	3	Negative	0.03
44	12/9/2024 9:39	DOOR	CASING	WOOD	C	WHITE	INTACT	3	Negative	0.03

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Reading No	Time	COMPONENT	FEATURE	SUBSTRATE	SIDE	COLOR	CONDITION	ROOM	Results	PbC
45	12/9/2024 9:39	DOOR	CASING	WOOD	C	WHITE	INTACT	3	Negative	0.03
46	12/9/2024 9:39	DOOR	CASING	WOOD	C	WHITE	INTACT	3	Negative	0.03
47	12/9/2024 9:39	DOOR	CASING	WOOD	C	WHITE	INTACT	3	Negative	0.03
48	12/9/2024 9:39	DOOR	DOOR	WOOD	C	WHITE	INTACT	3	Negative	0.03
49	12/9/2024 9:39	DOOR	DOOR	WOOD	C	WHITE	INTACT	3	Negative	0.03
50	12/9/2024 9:40	CLOSET	WALL	DRYWALL	D	WHITE	INTACT	3	Negative	0.03
51	12/9/2024 9:40	CLOSET	CASING	DRYWALL	D	BEIGE	INTACT	3	Negative	0.03
52	12/9/2024 9:41	CLOSET	DOOR	METAL	D	GRAY	INTACT	3	Negative	0.03
53	12/9/2024 9:41	BASEBOARD	BASEBOARD	WOOD	D	WHITE	INTACT	3	Negative	0.03
54	12/9/2024 9:42	CEILING	WALL	DRYWALL	D	WHITE	INTACT	3	Negative	0.03
55	12/9/2024 9:42	WALL	WALL	DRYWALL	A	BEIGE	INTACT	4	Negative	0.03
56	12/9/2024 9:43	WALL	WALL	DRYWALL	B	BEIGE	INTACT	4	Negative	0.03
57	12/9/2024 9:43	WALL	WALL	DRYWALL	C	BEIGE	INTACT	4	Negative	0.03
58	12/9/2024 9:43	WALL	WALL	DRYWALL	D	BEIGE	INTACT	4	Negative	0.03
59	12/9/2024 9:43	DOOR	CASING	WOOD	A	WHITE	INTACT	4	Negative	0.03
60	12/9/2024 9:44	DOOR	CASING	WOOD	A	WHITE	INTACT	4	Negative	0.03
61	12/9/2024 9:44	DOOR	CASING	WOOD	A	WHITE	INTACT	4	Negative	0.03
62	12/9/2024 9:44	DOOR	CASING	WOOD	A	WHITE	INTACT	4	Negative	0.03
63	12/9/2024 9:44	DOOR	DOOR	WOOD	A	WHITE	INTACT	4	Negative	0.03
64	12/9/2024 9:44	DOOR	DOOR	WOOD	A	WHITE	INTACT	4	Negative	0.04
65	12/9/2024 9:45	WINDOW	CASING	DRYWALL	B	WHITE	INTACT	4	Negative	0.03
66	12/9/2024 9:45	WINDOW	CASING	DRYWALL	C	WHITE	INTACT	4	Negative	0.03
67	12/9/2024 9:46	CLOSET	WALL	DRYWALL	D	WHITE	INTACT	4	Negative	0.03
68	12/9/2024 9:46	CLOSET	CASING	DRYWALL	D	BEIGE	INTACT	4	Negative	0.03
69	12/9/2024 9:46	CLOSET	DOOR	WOOD	D	VARNISH	INTACT	4	Negative	0.03
70	12/9/2024 9:47	BASEBOARD	BASEBOARD	WOOD	D	WHITE	INTACT	4	Negative	0.05
71	12/9/2024 9:47	CEILING	WALL	DRYWALL	D	WHITE	INTACT	4	Negative	0.03
72	12/9/2024 9:48	WALL	WALL	DRYWALL	A	ORANGE	INTACT	5	Negative	0.03
73	12/9/2024 9:48	WALL	WALL	DRYWALL	B	ORANGE	INTACT	5	Negative	0.03
74	12/9/2024 9:48	WALL	WALL	DRYWALL	C	ORANGE	INTACT	5	Negative	0.03
75	12/9/2024 9:49	WALL	WALL	DRYWALL	D	ORANGE	INTACT	5	Negative	0.03
76	12/9/2024 9:50	DOOR	CASING	WOOD	A	WHITE	INTACT	5	Negative	0.03
77	12/9/2024 9:50	DOOR	CASING	WOOD	A	WHITE	INTACT	5	Negative	0.03
78	12/9/2024 9:50	DOOR	CASING	WOOD	A	WHITE	INTACT	5	Negative	0.03
79	12/9/2024 9:50	DOOR	CASING	WOOD	A	WHITE	INTACT	5	Negative	0.03
80	12/9/2024 9:50	DOOR	DOOR	WOOD	A	WHITE	INTACT	5	Negative	0.03
81	12/9/2024 9:50	DOOR	DOOR	WOOD	A	WHITE	INTACT	5	Negative	0.03
82	12/9/2024 9:51	BASEBOARD	BASEBOARD	WOOD	A	WHITE	INTACT	5	Negative	0.03
83	12/9/2024 9:51	CEILING	WALL	DRYWALL	A	WHITE	INTACT	5	Negative	0.03
84	12/9/2024 9:54	DOOR	CASING	WOOD	D	WHITE	INTACT	6	Negative	0.03
85	12/9/2024 9:54	DOOR	CASING	WOOD	D	WHITE	INTACT	6	Negative	0.03
86	12/9/2024 9:54	DOOR	CASING	WOOD	D	WHITE	INTACT	6	Negative	0.03

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Reading No	Time	COMPONENT	FEATURE	SUBSTRATE	SIDE	COLOR	CONDITION	ROOM	Results	PbC
87	12/9/2024 9:55	DOOR	CASING	WOOD	D	WHITE	INTACT	6	Negative	0.03
88	12/9/2024 9:56	WALL	WALL	DRYWALL	A	BEIGE	INTACT	7	Negative	0.03
89	12/9/2024 9:56	WALL	WALL	DRYWALL	B	BEIGE	INTACT	7	Negative	0.03
90	12/9/2024 9:56	WALL	WALL	DRYWALL	C	ORANGE	INTACT	7	Negative	0.03
91	12/9/2024 9:57	WALL	WALL	DRYWALL	D	BEIGE	INTACT	7	Negative	0.03
92	12/9/2024 9:57	DOOR	CASING	WOOD	A	WHITE	INTACT	7	Negative	0.03
93	12/9/2024 9:57	DOOR	CASING	WOOD	A	WHITE	INTACT	7	Negative	0.03
94	12/9/2024 9:57	DOOR	CASING	WOOD	A	WHITE	INTACT	7	Negative	0.03
95	12/9/2024 9:58	DOOR	CASING	WOOD	A	WHITE	INTACT	7	Negative	0.03
96	12/9/2024 9:58	TRIM	WALL	WOOD	C	WHITE	INTACT	7	Negative	0.03
97	12/9/2024 9:59	WINDOW	CASING	DRYWALL	C	ORANGE	INTACT	7	Negative	0.03
98	12/9/2024 9:59	WINDOW	CASING	DRYWALL	D	BEIGE	INTACT	7	Negative	0.03
99	12/9/2024 9:59	DOOR	CASING	WOOD	D	WHITE	INTACT	7	Negative	0.03
100	12/9/2024 9:59	DOOR	CASING	WOOD	D	WHITE	INTACT	7	Negative	0.03
101	12/9/2024 10:00	DOOR	DOOR	METAL	D	BEIGE	INTACT	7	Negative	0.03
102	12/9/2024 10:00	BASEBOARD	BASEBOARD	WOOD	D	WHITE	INTACT	7	Negative	0.03
103	12/9/2024 10:00	CEILING	WALL	DRYWALL	D	WHITE	INTACT	7	Negative	0.03
104	12/9/2024 10:01	WALL	WALL	DRYWALL	A	BEIGE	INTACT	8	Negative	0.03
105	12/9/2024 10:01	WALL	WALL	DRYWALL	B	BEIGE	INTACT	8	Negative	0.03
106	12/9/2024 10:01	WALL	WALL	DRYWALL	C	BEIGE	INTACT	8	Negative	0.03
107	12/9/2024 10:02	WALL	WALL	WOOD	D	VARNISH	INTACT	8	Negative	0.03
108	12/9/2024 10:02	WINDOW	CASING	WOOD	D	VARNISH	INTACT	8	Negative	0.03
109	12/9/2024 10:04	BASEBOARD	BASEBOARD	WOOD	D	VARNISH	INTACT	8	Negative	0.03
110	12/9/2024 10:05	CEILING	WALL	DRYWALL	D	WHITE	INTACT	8	Negative	0.03
111	12/9/2024 10:05	WALL	WALL	WOOD	A	YELLOW	INTACT	9	Negative	0.03
112	12/9/2024 10:06	WALL	WALL	DRYWALL	B	ORANGE	INTACT	9	Negative	0.03
113	12/9/2024 10:06	WALL	WALL	WOOD	B	YELLOW	INTACT	9	Negative	0.03
114	12/9/2024 10:06	WALL	WALL	WOOD	C	YELLOW	INTACT	9	Negative	0.03
115	12/9/2024 10:07	CLOSET	WALL	DRYWALL	A	WHITE	INTACT	9	Negative	0.03
116	12/9/2024 10:07	CLOSET	SHELF	WOOD	A	OFF WHITE	INTACT	9	Negative	0.04
117	12/9/2024 10:07	CLOSET	SHELF CLEAT	WOOD	A	OFF WHITE	INTACT	9	Negative	0.03
118	12/9/2024 10:08	CLOSET	CASING	WOOD	A	WHITE	INTACT	9	Negative	0.03
119	12/9/2024 10:08	CLOSET	DOOR	WOOD	A	WHITE	INTACT	9	Negative	0.04
120	12/9/2024 10:09	CLOSET	WALL	DRYWALL	C	OFF WHITE	INTACT	9	Negative	0.03
121	12/9/2024 10:09	CLOSET	SHELF	WOOD	C	OFF WHITE	INTACT	9	Negative	0.04
122	12/9/2024 10:09	CLOSET	SHELF CLEAT	WOOD	C	OFF WHITE	INTACT	9	Negative	0.03
123	12/9/2024 10:09	CLOSET	CASING	WOOD	C	WHITE	INTACT	9	Negative	0.03
124	12/9/2024 10:10	CLOSET	DOOR	WOOD	C	WHITE	INTACT	9	Negative	0.04
125	12/9/2024 10:10	CLOSET	WALL	DRYWALL	C	BEIGE	INTACT	9	Negative	0.03
126	12/9/2024 10:11	CLOSET	WALL	WOOD	C	BEIGE	INTACT	9	Negative	0.04
127	12/9/2024 10:11	CLOSET	SHELF CLEAT	WOOD	C	BEIGE	INTACT	9	Negative	0.03
128	12/9/2024 10:11	CLOSET	CASING	WOOD	C	WHITE	INTACT	9	Negative	0.03

**Exhibit E - Lead Inspection Report****CONTRACT# CDS/250307****LEAD - BASED PAINT INSPECTION REPORT**

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 1405 NW 19<sup>th</sup> Court  
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Reading No	Time	COMPONENT	FEATURE	SUBSTRATE	SIDE	COLOR	CONDITION	ROOM	Results	PbC
129	12/9/2024 10:12	CLOSET	DOOR	WOOD	C	WHITE	INTACT	9	Negative	0.06
130	12/9/2024 10:12	BASEBOARD	BASEBOARD	WOOD	C	WHITE	INTACT	9	Negative	0.03
131	12/9/2024 10:12	WALL	CROWN MOLDING	WOOD	C	WHITE	INTACT	9	Negative	0.04
132	12/9/2024 10:12	CEILING	WALL	DRYWALL	C	WHITE	INTACT	9	Negative	0.03
133	12/9/2024 10:14	WALL	WALL	BLOCK	EXT A	BEIGE	INTACT	EXTERIOR	Negative	0.03
134	12/9/2024 10:15	WINDOW	CASING	BLOCK	EXT A	BEIGE	INTACT	EXTERIOR	Negative	0.03
135	12/9/2024 10:15	WINDOW	SILL	BLOCK	EXT A	OFF WHITE	INTACT	EXTERIOR	Negative	0.03
136	12/9/2024 10:16	WINDOW	TRIM	VINYL	EXT A	RED	INTACT	EXTERIOR	Negative	0.03
137	12/9/2024 10:16	DOOR	CASING	WOOD	EXT A	BEIGE	INTACT	EXTERIOR	Negative	0.03
138	12/9/2024 10:16	DOOR	CASING	WOOD	EXT A	BEIGE	INTACT	EXTERIOR	Negative	0.03
139	12/9/2024 10:17	DOOR	DOOR	METAL	EXT A	YELLOW	INTACT	EXTERIOR	Negative	0.03
140	12/9/2024 10:17	COLUMN	WALL	METAL	EXT A	RED	INTACT	PORCH	Negative	0.24
141	12/9/2024 10:18	CEILING	BEAM	WOOD	EXT A	RED	INTACT	PORCH	Negative	0.6
142	12/9/2024 10:18	CEILING	BEAM	WOOD	EXT A	RED	INTACT	PORCH	Negative	0.03
143	12/9/2024 10:19	CEILING	WALL	WOOD	EXT A	RED	INTACT	PORCH	Negative	0.03
144	12/9/2024 10:19	CEILING	RAFTER	WOOD	EXT A	RED	INTACT	PORCH	Negative	0.03
145	12/9/2024 10:19	CEILING	UPPER TRIM	WOOD	EXT A	RED	INTACT	PORCH	Negative	0.38
146	12/9/2024 10:20	ROOF	SOFFIT	WOOD	EXT A	RED	INTACT	EXTERIOR	Negative	0.52
147	12/9/2024 10:20	ROOF	FASCIA	WOOD	EXT A	RED	INTACT	EXTERIOR	Negative	0.03
148	12/9/2024 10:21	WALL	WALL	BLOCK	EXT B	WHITE	INTACT	EXTERIOR	Negative	0.03
149	12/9/2024 10:22	WALL	WALL	BLOCK	EXT B	BEIGE	INTACT	EXTERIOR	Negative	0.03
150	12/9/2024 10:22	WINDOW	CASING	BLOCK	EXT B	BEIGE	INTACT	EXTERIOR	Negative	0.03
151	12/9/2024 10:23	WINDOW	SILL	BLOCK	EXT B	OFF WHITE	INTACT	EXTERIOR	Negative	0.03
152	12/9/2024 10:23	GABLE	WALL	WOOD	EXT B	RED	INTACT	EXTERIOR	Negative	0.6
153	12/9/2024 10:24	ROOF	SOFFIT	WOOD	EXT B	RED	INTACT	EXTERIOR	Negative	0.37
154	12/9/2024 10:24	ROOF	FASCIA	WOOD	EXT B	RED	INTACT	EXTERIOR	Negative	0.5
155	12/9/2024 10:25	WALL	WALL	BLOCK	EXT C	BEIGE	INTACT	EXTERIOR	Negative	0.03
156	12/9/2024 10:25	WINDOW	CASING	BLOCK	EXT C	BEIGE	INTACT	EXTERIOR	Negative	0.03
157	12/9/2024 10:26	WINDOW	SILL	BLOCK	EXT C	OFF WHITE	INTACT	EXTERIOR	Negative	0.03
158	12/9/2024 10:26	WINDOW	CASING	WOOD	EXT C	BEIGE	INTACT	EXTERIOR	Negative	0.03
159	12/9/2024 10:27	WALL	UPPER TRIM	WOOD	EXT C	BEIGE	INTACT	EXTERIOR	Negative	0.03
160	12/9/2024 10:27	ROOF	SOFFIT	WOOD	EXT C	RED	INTACT	EXTERIOR	Negative	0.03
162	12/9/2024 10:28	ROOF	FASCIA	WOOD	EXT C	RED	INTACT	EXTERIOR	Negative	0.03
163	12/9/2024 10:28	ROOF	FASCIA	WOOD	EXT C	RED	INTACT	EXTERIOR	Negative	0.03
164	12/9/2024 10:28	ROOF	SOFFIT	WOOD	EXT C	RED	INTACT	EXTERIOR	Negative	0.03
165	12/9/2024 10:29	ROOF	RAFTER	WOOD	EXT C	RED	INTACT	EXTERIOR	Negative	0.03
166	12/9/2024 10:30	WALL	WALL	BLOCK	EXT D	BEIGE	INTACT	EXTERIOR	Negative	0.03
167	12/9/2024 10:30	WINDOW	CASING	BLOCK	EXT D	BEIGE	INTACT	EXTERIOR	Negative	0.03
168	12/9/2024 10:31	WINDOW	SILL	BLOCK	EXT D	OFF WHITE	INTACT	EXTERIOR	Negative	0.03
169	12/9/2024 10:31	WALL	UPPER TRIM	WOOD	EXT D	BEIGE	INTACT	EXTERIOR	Negative	0.03
170	12/9/2024 10:31	WALL	UPPER TRIM	WOOD	EXT D	RED	INTACT	EXTERIOR	Negative	0.03
171	12/9/2024 10:32	DOOR	CASING	WOOD	EXT D	BEIGE	INTACT	EXTERIOR	Negative	0.03



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Ms. Gloria Robeson  
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Reading No	Time	COMPONENT	FEATURE	SUBSTRATE	SIDE	COLOR	CONDITION	ROOM	Results	PbC
172	12/9/2024 10:32	DOOR	CASING	WOOD	EXT D	WHITE	INTACT	EXTERIOR	Negative	0.03
173	12/9/2024 10:32	DOOR	DOOR	METAL	EXT D	YELLOW	INTACT	EXTERIOR	Negative	0.03
174	12/9/2024 10:33	GABLE	WALL	WOOD	EXT D	RED	INTACT	EXTERIOR	Negative	0.21
175	12/9/2024 10:33	ROOF	SOFFIT	WOOD	EXT D	RED	INTACT	EXTERIOR	Negative	0.05
176	12/9/2024 10:34	ROOF	FASCIA	WOOD	EXT D	RED	INTACT	EXTERIOR	Negative	0.15
177	12/9/2024 10:35	COLUMN	WALL	WOOD	EXT D	RED	INTACT	CARPORT	Negative	0.03
178	12/9/2024 10:35	CEILING	BEAM	WOOD	EXT D	RED	INTACT	CARPORT	Negative	0.03
179	12/9/2024 10:35	CEILING	RAFTER	WOOD	EXT D	RED	INTACT	CARPORT	Negative	0.03
180	12/9/2024 10:36	CEILING	WALL	WOOD	EXT D	RED	INTACT	CARPORT	Negative	0.03
181	12/9/2024 10:36	ROOF	FASCIA	WOOD	EXT D	RED	INTACT	CARPORT	Negative	0.03
182	12/9/2024 10:36	WALL	UPPER TRIM	WOOD	EXT D	RED	INTACT	CARPORT	Negative	0.03
183	12/9/2024 10:37	CALIBRATE							Positive	1.1
185	12/9/2024 10:37	CALIBRATE							Positive	1.5
186	12/9/2024 10:37	CALIBRATE							Negative	0

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**APPENDIX B**

**PHOTOS & DRAWINGS**

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**LEAD - BASED PAINT INSPECTION REPORT**

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Side A



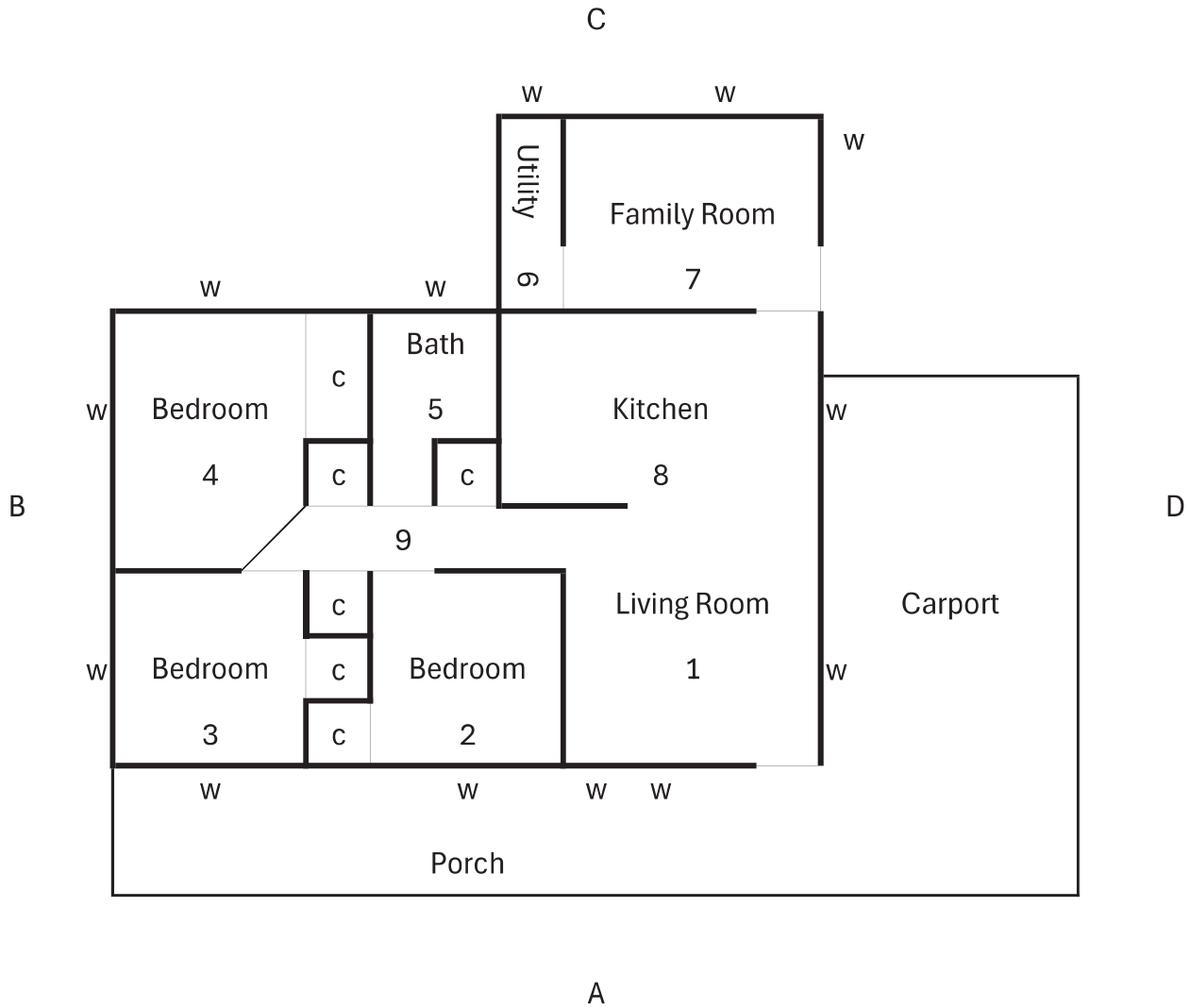
Side B



Side C



Side D



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**APPENDIX C**

**LEAD PRECAUTIONARY PROCEDURES**



## LEAD - BASED PAINT INSPECTION REPORT

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**CONTROLLING LEAD DUST LEVELS**

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

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

**MAINTENANCE OF LEAD PAINTED SURFACES**

This discussion relates to intact lead painted surfaces.

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

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

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

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

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

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

**LEAD - BASED PAINT INSPECTION REPORT**

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**APPENDIX D**

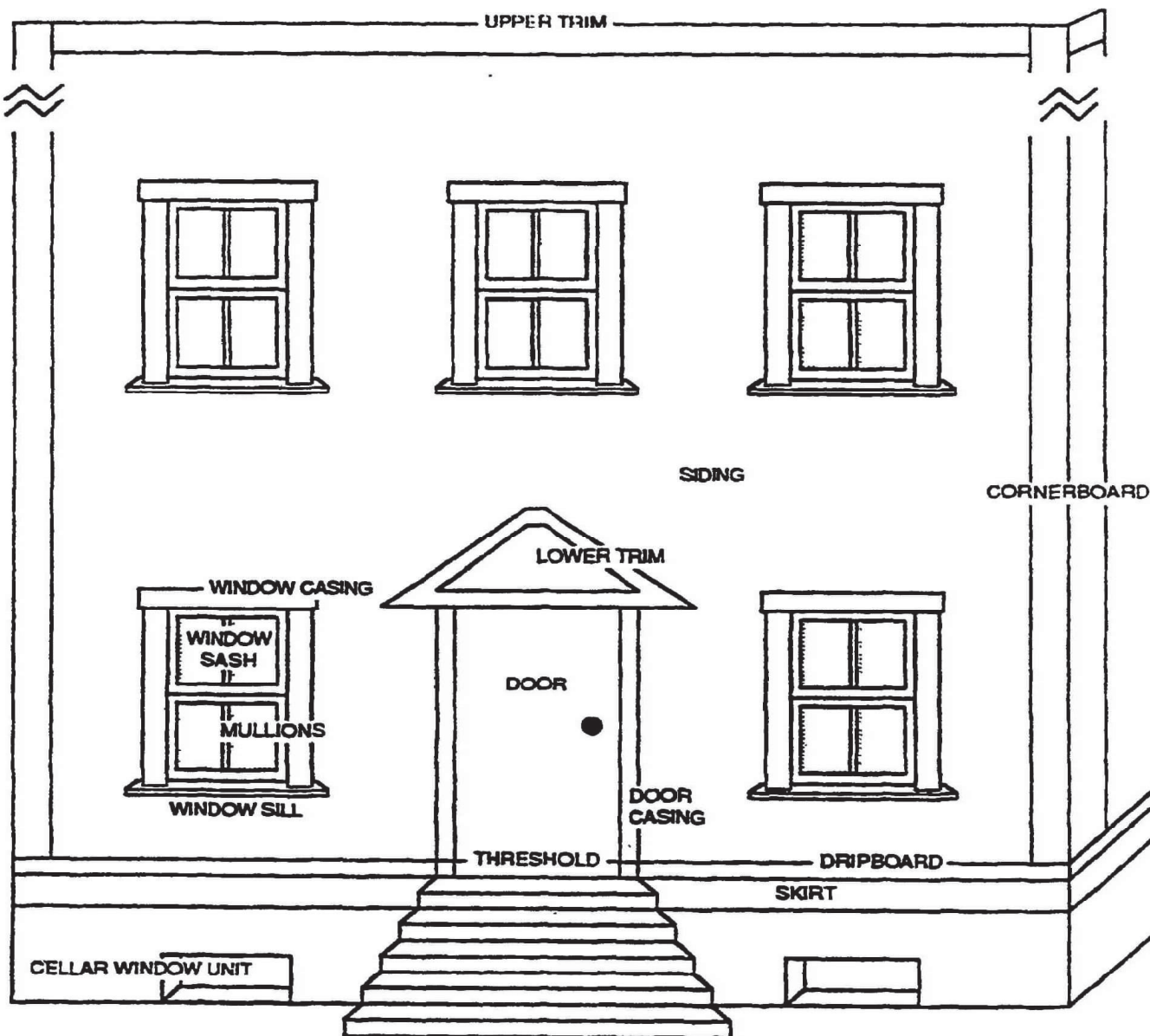
**COMMON TERMS FOR COMPONENTS AND TESTING LAYOUT**

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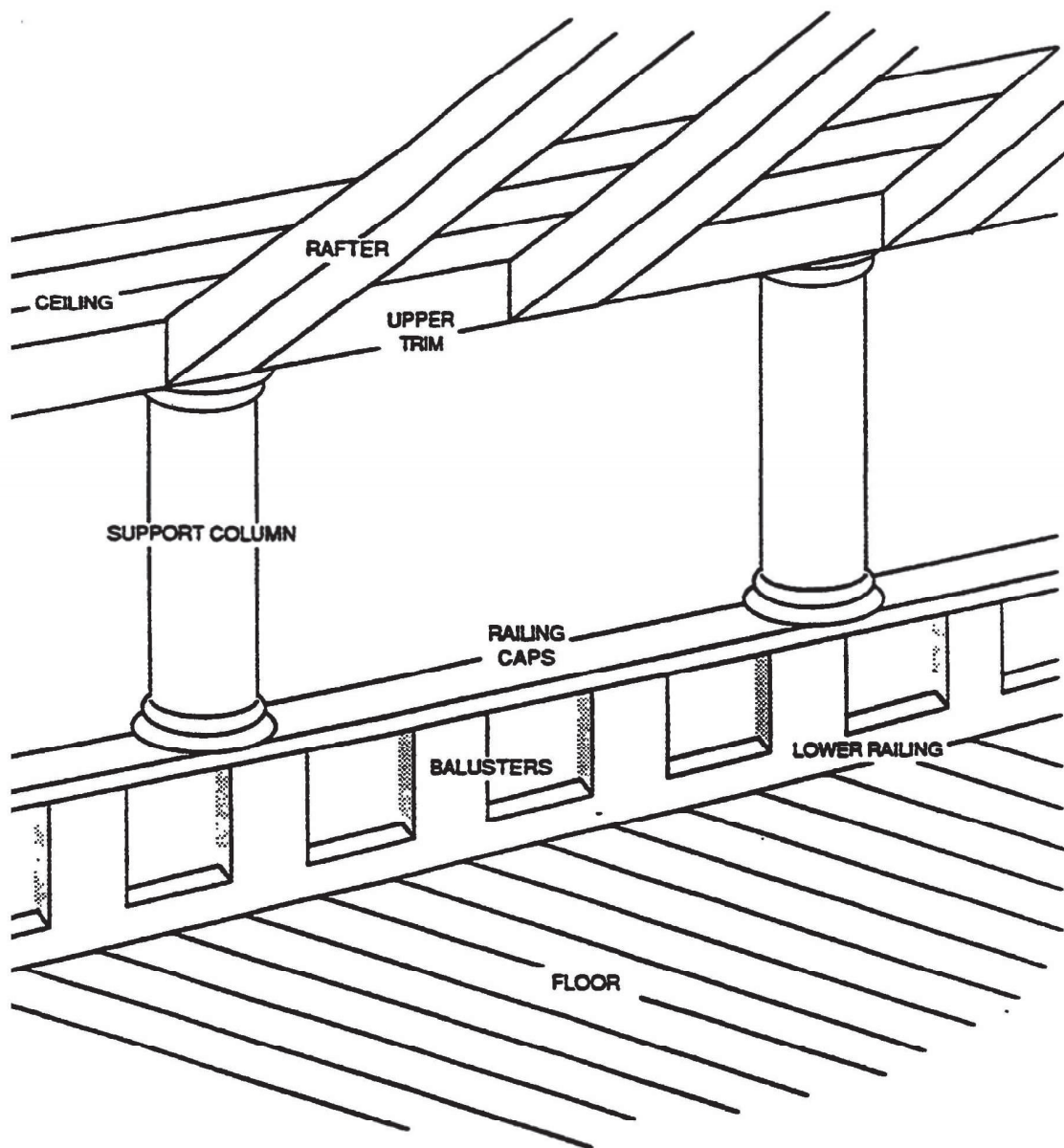


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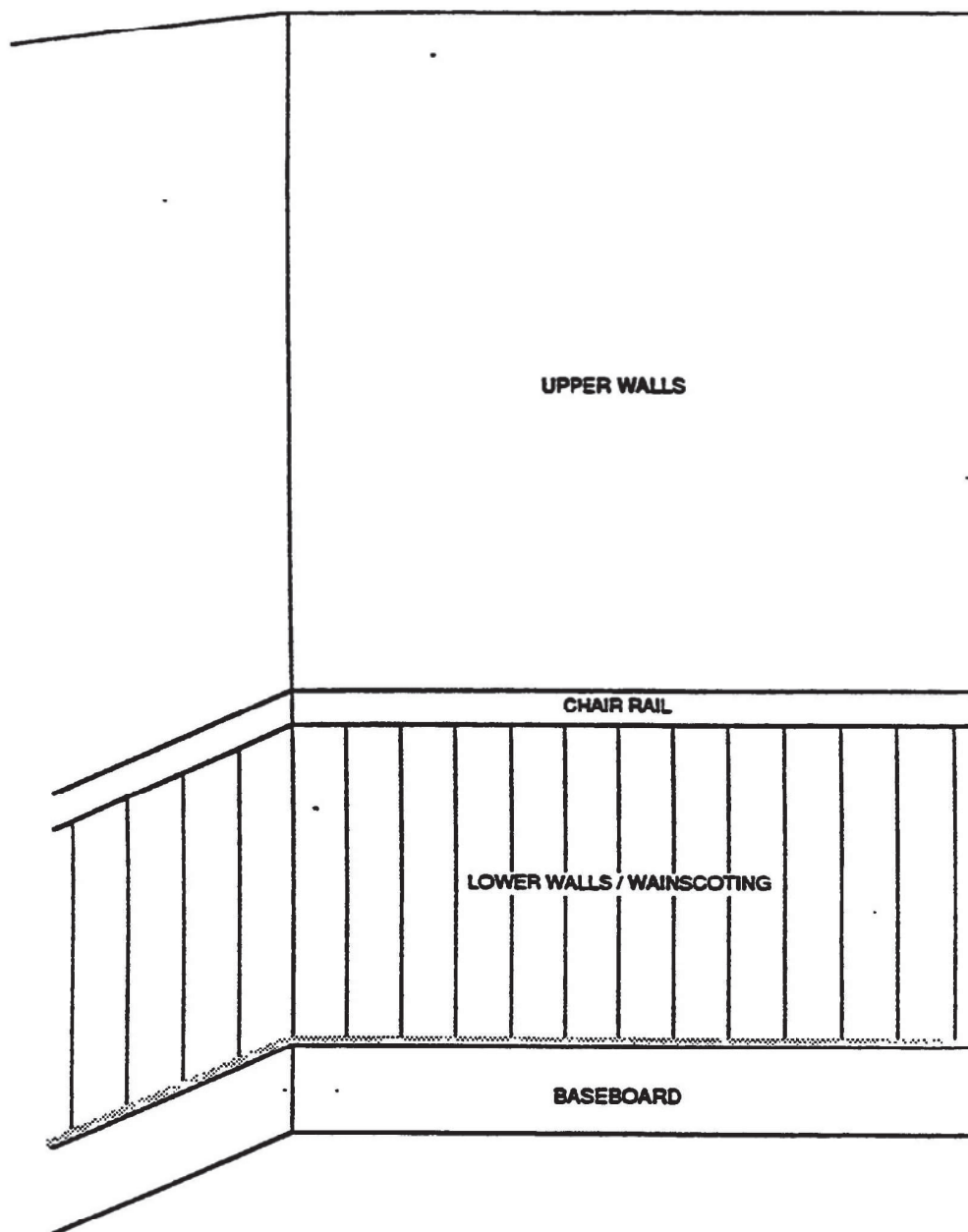


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# Exhibit E - Lead Inspection Report

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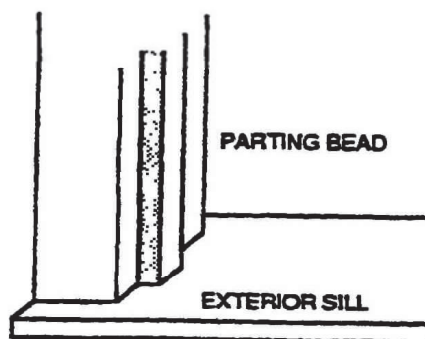
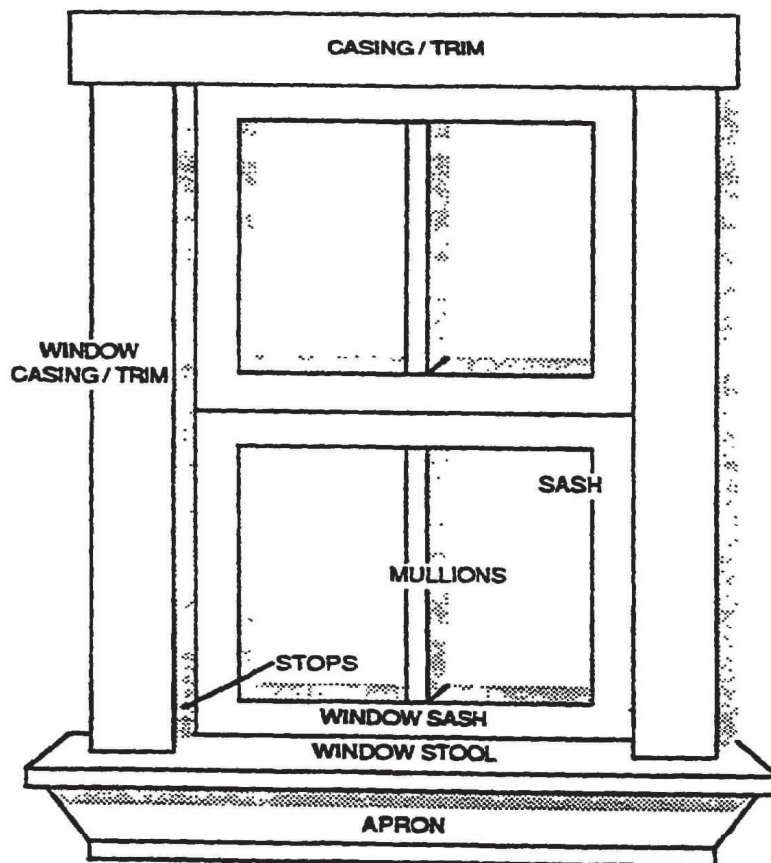
## LEAD - BASED PAINT INSPECTION REPORT

Ms. Gloria Robeson

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### INSIDE VIEW

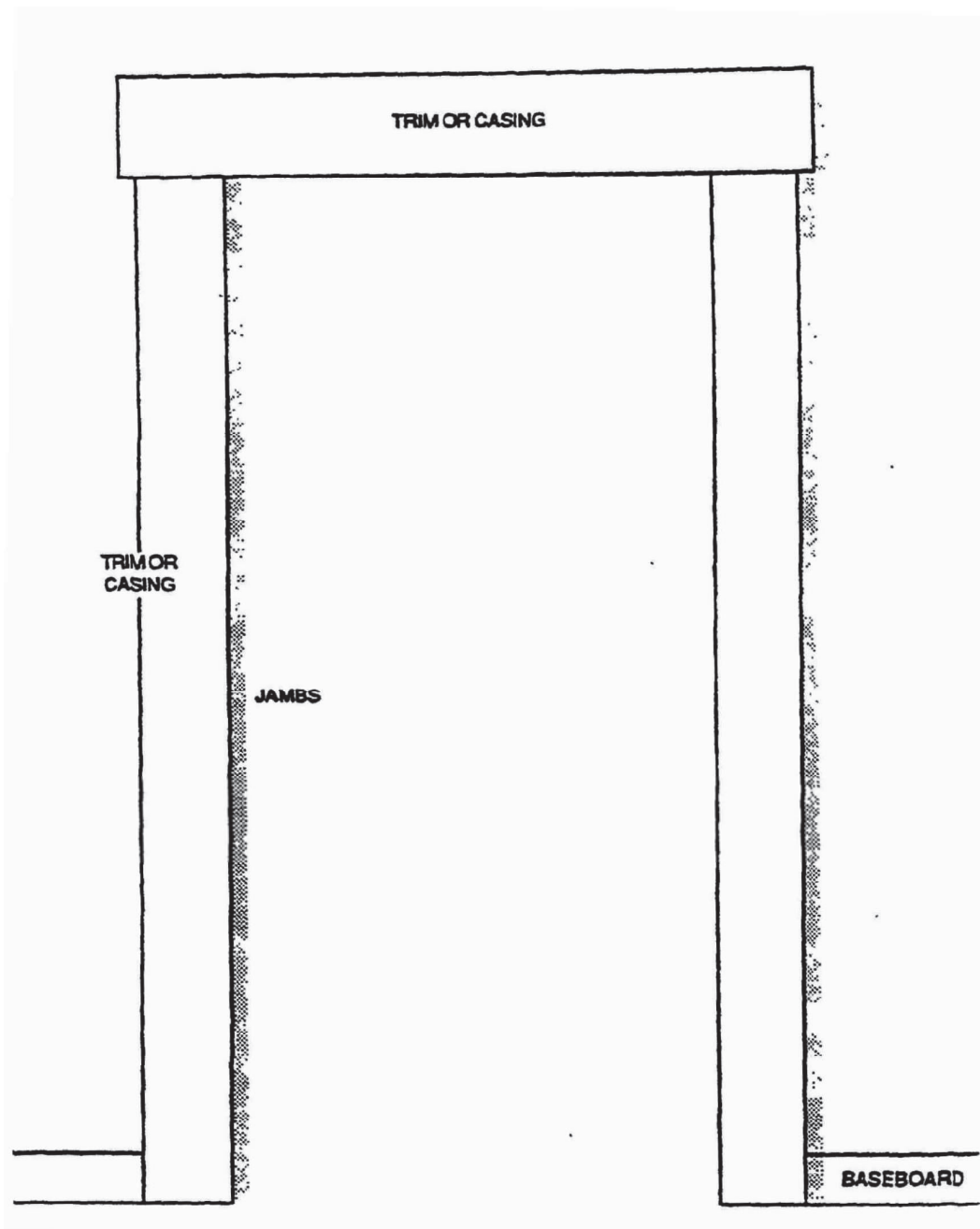


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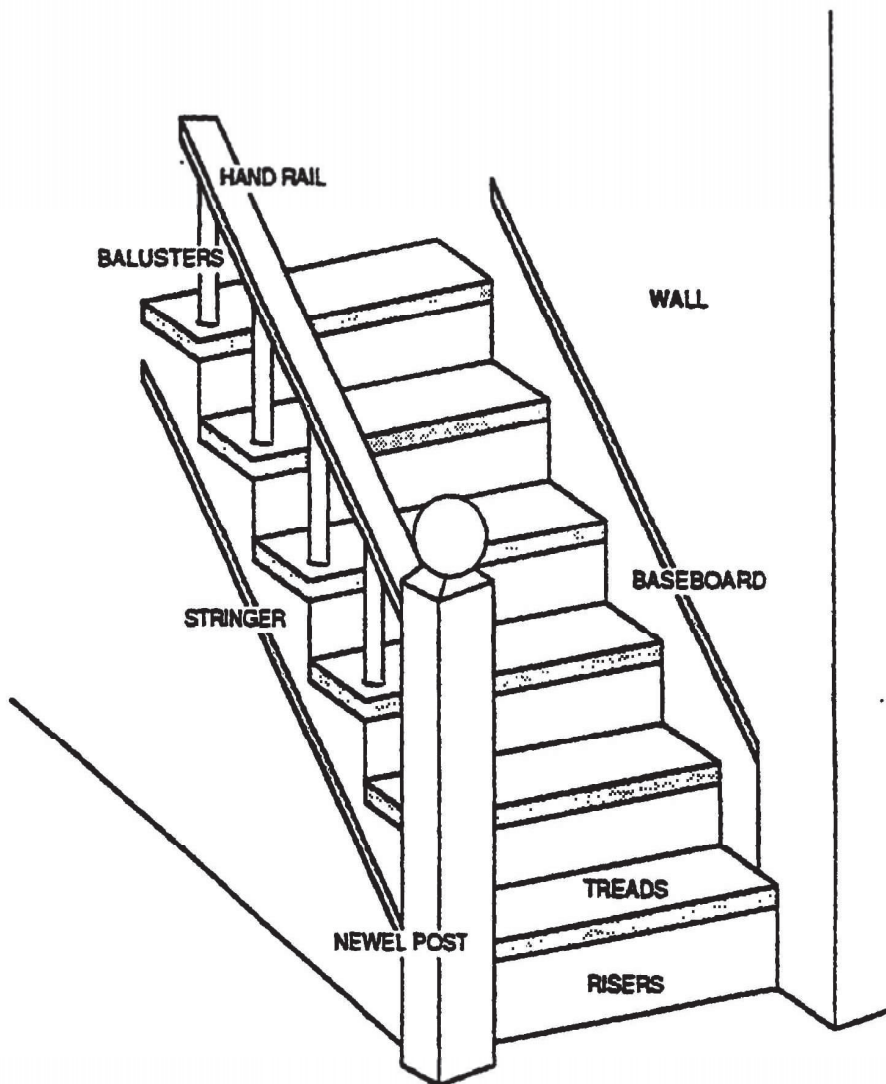


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Ms. Gloria Robeson  
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## LEAD - BASED PAINT INSPECTION REPORT

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## Glossary

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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**APPENDIX E**

**ABATEMENT OPTIONS**

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There are different options available for abatement activities depending on what the source of lead is. As the report states, lead can enter the environment commonly from four different avenues: paint, water, soil and dust. Each option has its own cost benefits associated with it. Any one option can be used, or in most cases, a combination of the options can be implemented to reduce the possibility of lead contamination. **Pb03** strongly suggests that each option be thoroughly contemplated before beginning any activity.

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

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

**2. Stripping**

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

**3. Encapsulation**

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

**4. Enclosure**

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

**General statement:**

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



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**SOIL REMEDIATION OPTIONS:****1. Soil replacement**

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

**2. Encapsulation or enclosure**

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

**3. Soil reconditioning**

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

**WATER REMEDIATION OPTIONS:****1. Water purifying systems**

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

**2. Removal of system**

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

**3. Drinking water**

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

**DUST REMEDIATION OPTIONS:**

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

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

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

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**NOTES:**

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**LEAD - BASED PAINT INSPECTION REPORT**

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Dear Customer:

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

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

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

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

Sincerely,

**Pb03 Environmental Monitoring, LLC**

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

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

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

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

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

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



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

- 6. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- 7. **CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT.** (Applies all contract awards and subcontracts in excess of \$150,000.) All vendors, contractors, and subcontractors must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401-7671q, and the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251-1387. Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 8. **DEBARMENT AND SUSPENSION.** (Applies all contract awards.) No contract award shall be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 9. **BYRD ANTI-LOBBYING AMENDMENT.** (Applies all contract awards and subcontracts in excess of \$100,000.) Contractors who apply or bid for an award of more than \$100,000 shall file a Byrd Anti-Lobbying Certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.
- 10. **PROCUREMENT OF RECOVERED MATERIALS.** (Applies all contract awards where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000.) As a non-Federal entity that is a political subdivision of the state of Florida, the City of Ocala and all vendors, contractors, and subcontractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery;

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

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

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

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

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

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

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

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

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

(e) See also, § 200.471.

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

(a) For the purposes of this section:

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

## Certificate Of Completion

Envelope Id: 2359BEE8-2A6A-4E57-8BFD-4C03532FA1C5

Status: Completed

Subject: Agreement for SHIP/HOME/CDBG Housing-HVAC Replacement (CDS/250307)

Source Envelope:

Document Pages: 99

Signatures: 5

Envelope Originator:

Certificate Pages: 5

Initials: 0

Porsha Ullrich

AutoNav: Enabled

110 SE Watula Avenue

Envelopeld Stamping: Enabled

City Hall, Third Floor

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

Ocala, FL 34471

pullrich@ocalafl.gov

IP Address: 216.255.240.104

## Record Tracking

Status: Original

Holder: Porsha Ullrich

Location: DocuSign

3/12/2025 4:38:38 PM

pullrich@ocalafl.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: City of Ocala - Procurement & Contracting

Location: Docusign

## Signer Events

Brian Suci

flhomecontractors@gmail.com

Owner

Security Level: Email, Account Authentication (None)

## Signature

DocuSigned by:

*Brian Suci*  
F07C8877DE0453...

## Timestamp

Sent: 3/12/2025 4:43:08 PM

Viewed: 3/12/2025 4:49:27 PM

Signed: 3/12/2025 4:50:33 PM

Signature Adoption: Pre-selected Style

Using IP Address: 166.194.200.81

Signed using mobile

## Electronic Record and Signature Disclosure:

Accepted: 6/7/2023 3:29:10 PM

ID: de991c24-d58b-4881-a960-5e4a73968334

William E. Sexton, Esq.

wsexton@ocalafl.org

City Attorney

City of Ocala

Security Level: Email, Account Authentication (None)

Signed by:

*William E. Sexton, Esq.*  
B07DCFC4E86E429...

Sent: 3/12/2025 4:50:40 PM

Viewed: 3/13/2025 8:09:33 AM

Signed: 3/13/2025 8:10:19 AM

Signature Adoption: Pre-selected Style

Using IP Address: 216.255.240.104

## Electronic Record and Signature Disclosure:

Not Offered via Docusign

Christopher Watt

cwatt@ocalafl.org

Chief of Staff

Security Level: Email, Account Authentication (None)

DocuSigned by:

*Christopher Watt*  
8C80B9F07388433...

Sent: 3/13/2025 8:10:26 AM

Viewed: 3/17/2025 10:23:45 AM

Signed: 3/17/2025 10:24:12 AM

Signature Adoption: Pre-selected Style

Using IP Address: 216.255.240.104

## Electronic Record and Signature Disclosure:

Accepted: 3/17/2025 10:23:45 AM

ID: 61ee9eff-a466-4657-a72f-15319433ddf9

James Haynes

jhaynes@ocalafl.org

Director, Community Development Services

Security Level: Email, Account Authentication (None)

DocuSigned by:

*James Haynes*  
42DEB23861D041D...

Sent: 3/17/2025 10:24:19 AM

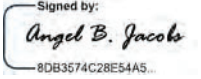
Viewed: 3/17/2025 11:52:11 AM

Signed: 3/17/2025 11:54:12 AM

Signature Adoption: Pre-selected Style

Using IP Address: 72.209.76.154

## Electronic Record and Signature Disclosure:

Signer Events	Signature	Timestamp
Accepted: 3/7/2023 8:03:46 AM ID: 2896330f-34db-4ce4-a6ef-e3f38eda28a0		Sent: 3/17/2025 11:54:19 AM Viewed: 3/20/2025 7:08:16 PM Signed: 3/20/2025 7:08:42 PM
Angel B. Jacobs ajacobs@ocalafl.org City Clerk Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	

**Electronic Record and Signature Disclosure:**  
Accepted: 3/20/2025 7:08:16 PM  
ID: 7a96e203-159e-44e9-a99e-93a0324660a6

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/12/2025 4:43:08 PM
Certified Delivered	Security Checked	3/20/2025 7:08:16 PM
Signing Complete	Security Checked	3/20/2025 7:08:42 PM
Completed	Security Checked	3/20/2025 7:08:42 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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