



CONTRACT# CDS/220807

## AGREEMENT FOR SHIP/HOME/CDBG HOUSING REHABILITATION

THIS AGREEMENT FOR SHIP/HOME/CDBG HOUSING REHABILITATION ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), **KATE AND DAVID LYNN** ("Owner"), and **BRUCE WAYNE WILEY, LLC**, a limited liability company duly organized and authorized to do business in the state of Florida (EIN: 47-1267940) ("Contractor").

### **RECITALS:**

**WHEREAS**, on September 5, 2023, City issued an Invitation to Bid ("ITB") for residential rehabilitation work on a residential home located at 3159 SE 3<sup>rd</sup> Street, Ocala Florida 34471, ITB No.: CDS/220807 (the "Solicitation"); and

**WHEREAS**, one (1) firm responded to the Solicitation and, after consideration of price and other evaluation factors set forth in the Solicitation, Bruce Wayne Wiley, LLC was chosen as the intended awardee to perform rehabilitation work on a residential home located at 3159 SE 3<sup>rd</sup> Street, Ocala Florida 34471, (the "Project"); and

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

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

### **TERMS OF AGREEMENT:**

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

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

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

- Exhibit A: Scope of Work (A-1 through A-6)
- Exhibit B: Work Write Up (B-1 through B-5)
- Exhibit C: Asbestos Survey Report (C-1 through C-28)
- Exhibit D: Lead Inspection Report (D-1 through D-29)
- Exhibit E: Price Proposal (E-1)

If there is a conflict between the individual Exhibits regarding the scope of work to be performed, then any identified inconsistency shall be resolved by giving precedence in the following order: (1) Exhibit A; then (2) Exhibit B; then (3) Exhibit E; then (4) Exhibit C; then (5) Exhibit D.



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3. **SCOPE OF SERVICES.** Contractor shall provide all materials, labor, supervision, tools, accessories, equipment, permits, fees, testing, inspections, certifications, and all other things necessary for Contractor to perform its obligations under this Agreement as set forth in the attached **Exhibit A - Scope of Work** and the Contract Documents. The Scope of Work under this Agreement may only be adjusted by written amendment executed by both parties.
4. **PROJECT SPECIFICATIONS.** This project will require the Contractor to have the following specifications and documents, which are incorporated by reference:
  - A. **City of Ocala Rehabilitation Standards Manual** available at: <https://www.ocalafl.org/home/showpublisheddocument/504/637545378827730000>;
  - B. **City of Ocala Metering Enclosure and Equipment Standards** available at: <https://www.ocalafl.org/home/showpublisheddocument/328/637632311592430000>;
  - C. **Florida Building Code (Most Recent Edition)** available at: <https://floridabuilding.org/c/default.aspx>.
  - D. **City of Ocala Standard Specifications for Construction (effective February 16, 2023)**, available at: <https://www.ocalafl.org/home/showpublisheddocument/22736>

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 **FORTY-TWO THOUSAND, SIX HUNDRED FIFTY AND NO/100 DOLLARS (\$42,650)** (the "Contract Sum") as full and complete compensation for the timely and satisfactory completion of the work in compliance with the Contract Documents. The Contract Sum under this Agreement may only be adjusted by written amendment executed by both parties.
  - A. **Monthly Progress Payments:** The compensation amount under this section shall be paid by City, monthly, based upon a percentage of completion of the work as invoiced by Contractor and approved by City. The compensation sought under this Agreement is subject to the express terms of this Agreement and any applicable Federal and/or state laws.
  - B. **Project Schedule and Progress Reports.** A progress report and updated project schedule must be submitted with each monthly pay request indicating the percent of services completed to date. This report will serve as support for payment to Contractor and the basis for payment in the event project is suspended or abandoned.
  - C. **Invoice Submission.** Contractor must invoice at least once a month. All invoices submitted by Contractor shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. Contractor shall be provided with a cover sheet for invoicing. This cover sheet must be filled out correctly and submitted with each invoice. Contractor shall submit the original invoice through the responsible City Project Manager at: **City of Ocala Community Development Services Department, Attn: Chris Lewis**, E-Mail: [clewis@ocalafl.gov](mailto:clewis@ocalafl.gov) Telephone: **352-629-8333** or **Shaneka Greene** E-Mail: [sgreene@ocalafl.gov](mailto:sgreene@ocalafl.gov) Telephone: **352-629-8261** Address: **201 SE 3<sup>rd</sup> Street 2<sup>nd</sup> Floor, Ocala, Florida 34471,**



- D. **Payment of Invoices by City.** The City Project Manager must review and approve all invoices prior to payment. City Project Manager's approval shall not be unreasonably withheld, conditioned, or delayed. Payments by City shall be made no later than the time periods established in section 218.735, Florida Statutes.
- E. **Withholding of Payment.** City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Contractor; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; (iii) which fails to comply with any term, condition, or other requirement under this Agreement; or for (iv) representations provided in Contractor's billing statements that are wholly or partially inaccurate. Any payment withheld shall be released and remitted to Contractor within **THIRTY (30)** calendar days of the Contractor's remedy or resolution of the inadequacy or defect.
- F. **Excess Funds.** If due to mistake or any other reason Contractor receives payment under this Agreement in excess of what is provided for by the Agreement, Contractor shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Contractor's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgments at the highest rate as allowed by law.
- G. **Amounts Due to the City.** Contractor must be current and remain current in all obligations due to the City during the performance of services under this Agreement. Payments to Contractor may be offset by any delinquent amounts due to the City or fees and/or charges owed to the City.
- H. **Tax Exemption.** City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Contractor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Contractor be authorized to use City's Tax Exemption Number for securing materials listed herein.
- 6. **TIME FOR PERFORMANCE.** Time is of the essence with respect to the performance of all duties, obligations, and responsibilities set forth in this Agreement and the Contract Documents.
  - A. The required start time after the City-issued Notice to Proceed (NTP) shall be a maximum of **TEN (10)** calendar days for work to begin. Work will be completed and ready for final payment within **SIXTY (60)** days from the date of issuance of a Notice to Proceed for the project by City.
  - B. **Weather Days.** Contractor shall submit a written request to the City Project Manager (email is the preferred method) for additional days for which work is suspended or delayed by weather. Weather days shall be reconciled with each monthly pay application for the time period in which the application is submitted and shall be final. Contractor performance and execution of work will be considered in the determination for granting additional days.
  - C. **Lead Time.** The maximum acceptable lead time on materials is two (2) weeks. The City shall issue a Notice to Proceed (NTP) upon notification of the receipt of materials by the Contractor.



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



Proposal. The authority vested in the Project Manager pursuant to this paragraph shall be confined to the direction or specification of what is to be performed under this Agreement and shall not extend to the actual execution of the work.

- B. Neither the Project Manager's review of Contractor's work nor recommendations made by Project Manager pursuant to this Agreement will impose on Project Manager any responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident Contractor's furnishing and performing the work.
9. **TERMINATION AND DEFAULT.** Either party, upon determination that the other party has failed or refused to perform or is otherwise in breach of any obligation or provision under this Agreement or the Contract Documents, may give written notice of default to the defaulting party in the manner specified for the giving of notices herein. Termination of this Agreement by either party for any reason shall have no effect upon the rights or duties accruing to the parties prior to termination.
  - A. **Termination by City for Cause.** City shall have the right to terminate this Agreement immediately, in whole or in part, upon the failure of Contractor to carry out any obligation, term, or condition of this Agreement. City's election to terminate the Agreement for default shall be communicated by providing Contractor written notice of termination in the manner specified for the giving of notices herein. Any notice of termination given to Contractor by City shall be effective immediately, unless otherwise provided therein, upon the occurrence of any one or more of the following events:
    - (1) Contractor fails to timely and properly perform any of the services set forth in the specifications of the Agreement;
    - (2) Contractor provides material that does not meet the specifications of the Agreement;
    - (3) Contractor fails to complete the work required within the time stipulated in the Agreement; or
    - (4) Contractor fails to make progress in the performance of the Agreement and/or gives City reason to believe that Contractor cannot or will not perform to the requirements of the Agreement
  - B. **Contractor's Opportunity to Cure Default.** City may, in its sole discretion, provide Contractor with an opportunity to cure the violations set forth in City's notice of default to Contractor. Contractor shall commence to cure the violations immediately and shall diligently and continuously prosecute such cure to completion within a reasonable time as determined by City. If the violations are not corrected within the time determined to be reasonable by City or to the reasonable satisfaction of City, City may, without further notice, declare Contractor to be in breach of this Agreement and pursue all remedies available at law or equity, to include termination of this Agreement without further notice.
  - C. **City's Remedies Upon Contractor Default.** In the event that Contractor fails to cure any default under this Agreement within the time period specified in this section, City may pursue any remedies available at law or equity, including, without limitation, the following:



- (1) City shall be entitled to terminate this Agreement without further notice.
  - (2) City shall be entitled to hire another contractor to complete the required work in accordance with the needs of City;
  - (3) City shall be entitled to recover from Contractor all damages, costs, and attorney's fees arising from Contractor's default prior to termination; and
  - (4) City shall be entitled to recovery from Contractor any actual excess costs by: (i) deduction from any unpaid balances owed to Contractor; or (ii) placing a claim against the public construction bond; or (iii) any other remedy as provided by law.
- D. **Termination for Convenience.** City reserves the right to terminate this Agreement in whole or in part at any time for the convenience of City without penalty or recourse. The Project Manager shall provide written notice of the termination. Upon receipt of the notice, Contractor shall immediately discontinue all work as directed in the notice, notify all subcontractors of the effective date of the termination, and minimize all further costs to City including, but not limited to, the placing of any and all orders for materials, facilities, or supplies, in connection with its performance under this Agreement. Contractor shall be entitled to receive compensation solely for: (1) the actual cost of the work completed in conformity with this Agreement; and/or (2) such other costs incurred by Contractor as permitted under this Agreement and approved by City.
10. **LIQUIDATED DAMAGES FOR LATE COMPLETION.** The parties agree that it would be extremely difficult and impracticable under the presently known facts and anticipated circumstances to ascertain and fix the actual damages that City and its residents would incur should Contractor fail to achieve Substantial Completion and/or Final Completion and readiness for final payment by the dates specified for each under the terms of this Agreement. Accordingly, the parties agree that should Contractor fail to achieve Substantial Completion by the date specified, then Contractor shall pay City, as liquidated damages and not as a penalty, the sum of **ONE HUNDRED AND NO/100 DOLLARS (\$100)** per day for each calendar day of unexcused delay in achieving Final Completion beyond the date specified for Final Completion in Contract.
- A. **No Waiver of Rights or Liabilities.** Permitting Contractor to continue and finish the work, or any part thereof, beyond the dates specified for Substantial Completion and/or Final Completion and readiness for final payment shall not operate as a waiver on the part of the City of any of its rights under this Agreement. Any liquidated damages assessed pursuant to this section shall not relieve Contractor from liability for any damages or costs of other contractors caused by a failure of Contractor to complete the work as agreed.
  - B. **Right to Withhold or Deduct Damages.** When liquidated damages are due and owing, City shall have the right to: (1) deduct the liquidated damages from any money in its hands or from any money otherwise due or to become due to Contractor; or to (2) initiate any applicable dispute resolution procedure for the recovery of liquidated damages within the times specified under this Agreement.
  - C. **Non-Cumulative.** The parties agree and understand that the amounts set forth under this section for liquidated damages are not cumulative with one another. The amount set forth as liquidated damages for Contractor's failure to achieve Substantial Completion shall be assessed upon default and continue until Substantial Completion





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



- B. Contractor has disclosed, in writing, all known conflicts, errors, inconsistencies, discrepancies, or omissions discovered by Contractor in the Contract Documents, and that the City's written resolution of same is acceptable to Contractor.
  - C. Contractor has had an opportunity to visit, has visited, or has had an opportunity to examine and ask questions regarding the sites upon which the work is to be performed and is satisfied with the site conditions that may affect cost, progress, and performance of the work, as observable or determinable by Contractor's own investigation.
  - D. Contractor is satisfied with the site conditions that may affect cost, progress, and performance of the work, as observable or determinable by Contractor's own investigation.
  - E. Contractor is familiar with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement whatsoever.
  - F. **Public Entity Crimes.** Neither Contractor, its parent corporations, subsidiaries, members, shareholders, partners, officers, directors, or executives, nor any of its affiliates, contractors, suppliers, subcontractors, or consultants under this Agreement have been placed on the convicted vendor list following a conviction of a public entity crime. Contractor understands that a "public entity crime" as defined in section 287.133(1)(g), Florida Statutes, is "a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States..." Contractor further understands that any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime: (1) may not submit a bid, proposal, or reply on a contract: (a) to provide any goods or services to a public entity; (b) for the construction or repair of a public building or public work; or (c) for leases of real property to a public entity; (2) may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and (3) may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
16. **OWNER'S RESPONSIBILITIES.** Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of Owner:
- A. **Cooperation.** Owner shall cooperate with City and Contractor during the performance of the work. Owner hereby designates City as its agent to oversee and approve Contractor's work and to authorize payment to Contractor for approved invoices.
  - B. **Access.** Owner shall grant access to the property subject to this Agreement. Owner may continue to occupy the property subject to this Agreement during Contractor's performance of the work unless otherwise agreed to by City, Contractor, and Owner. City shall not be responsible for relocating Owner during the pendency of the work.
  - C. **Personal Property and Storage.** Owner agrees to remove any personal property within the project construction area so as to not interfere with the progress of the work. Owner shall ensure Contractor has easy access in and around the project construction area for the operation of equipment required for the performance of the work. Owner will allow for the necessary movement and replacement of rugs, furniture, and/or storage boxes as necessary for Contractor's performance of the work. Owner shall be responsible for





procuring at Owner's sole expense any needed external storage. City shall not be liable for damage to Owner's personal property due to Owner's failure to remove said personal property pursuant to this section.

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



- B. Contractor shall have a competent resident job superintendent at the project worksite. Contractor's superintendent shall be the Contractor's primary representative at the project worksite and shall have authority to act on behalf of Contractor. Any and all directives given to the superintendent shall be binding on Contractor.
- C. Contractor shall be solely responsible for the means, methods, techniques, sequences, or procedures of construction and safety precautions or programs incident thereto.
- D. Contractor shall comply with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement, to include obtaining all permits, licenses, and other authorizations necessary for the prosecution of the work and be responsible for all costs associated with same.
- E. Contractor shall operate and cause all construction equipment and materials supplied for or intended to be utilized in the Project to be operated and stored in only those areas prescribed by City. This includes the operations of workmen.
- F. Contractor shall be fully responsible for receipt, inspection, acceptance, handling, and storage of all construction equipment and materials supplied for or intended to be utilized in the Project, whether furnished by Contractor or City. Contractor shall be responsible for providing adequate safeguards to prevent loss, theft, damage, or commingling with other materials or projects.
- G. Contractor shall be fully responsible for all acts and omissions of its subcontractors, employees, and other persons or organizations directly or indirectly employed by them.
- H. Contractor shall utilize competent employees during the performance of the work. At the request of City, Contractor shall replace any incompetent, unfaithful, abusive, and/or disorderly person under Contractor's employ. City and Contractor shall each promptly notify the other of any complaints received. Smoking is prohibited at the Project worksite and Contractor shall ensure that its employees, subcontractors, and employees of its subcontractors abide by City's smoking regulations.
- I. All Contractor and subcontractor vehicles shall have their company names located on the sides and all personnel shall be required to wear company attire. Contractor shall coordinate services with the City's Project Manager.
- J. Contractor understands the use and/or possession of alcohol or drugs on a work site is strictly prohibited. This is defined as either coming to the work site under the influence of alcohol/drugs or the use of alcohol/drugs on the work site. Contractor shall inform its subcontractors and employees of this policy. This policy shall be enforced at all times, including lunch, and before and after working hours on the site. Violation of this policy by Contractor, its employees, or its subcontractors shall be grounds for immediate termination of this Agreement by City and/or Owner.
- K. Normal working hours shall be from 8:00 a.m. to 5:00 p.m., Monday through Friday. Saturday work must be approved, in writing, at least **FOURTY-EIGHT (48)** hours in advance.
- L. Contractor shall not display any signs, posters, or other advertising matter in or on any part of work or around the site thereof without the specific approval in writing by City.
- M. Contractor shall promptly secure all necessary permits, inspections and approvals required and allow 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.
- O. Contractor shall be responsible for the inspector's overtime.
18. **RESPONSIBILITIES OF CITY.** Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of Contractor:
- A. City shall serve as agent for Owner and administer this Agreement for Owner as it is necessary to ensure the satisfactory performance of this Agreement.
  - B. City shall pay Contractor on behalf of Owner for the timely and satisfactory performance of the Work required under this Agreement.
  - C. City will require and enforce Contractor compliance with the terms, conditions, and procedures set forth in this Agreement.
  - D. City shall issue all communications to Contractor. City has the authority to request changes in the work in accordance with the terms of this Agreement and with the terms in **Exhibit A – Scope of Work**. City has the authority to stop work or to suspend any work for any reason.
19. **NO EXCLUSIVITY.** It is expressly understood and agreed by the parties that this is not an exclusive agreement. Nothing in this Agreement shall be construed as creating any exclusive arrangement with Contractor or as prohibit City from either acquiring similar, equal, or like goods and/or services or from executing additional contracts with other entities or sources.
20. **RIGHT OF ACCESS AND OTHER WORK PERFORMED BY THIRD PARTIES.** City may perform additional work related to the Project itself, or have additional work performed by utility service companies, or let other direct contracts therefore which shall contain General Conditions similar to these. Contractor shall afford the utility service companies and the other contractors who are parties to such direct contracts (or City if City is performing the additional work with City's employees) reasonable opportunity for the introduction and storage of materials and equipment and the execution of work and shall properly connect and coordinate his work with theirs.
- A. If any part of Contractor's work depends for proper execution or results upon the work of any such other contractor or utility service company (or City), Contractor shall inspect and promptly report to City in writing any latent or apparent defects or deficiencies in such work that render it unsuitable for such proper execution and results. Contractor's failure to so report shall constitute an acceptance of the other work as fit and proper for integration with Contractor's work except for latent or non-apparent defects and deficiencies in the other work.
  - B. Contractor shall do all cutting, fitting, and patching of work that may be required to make the parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work, and will only cut or alter their work with the written consent of City.
21. **STORAGE OF MATERIALS/EQUIPMENT.** Contractor shall be fully responsible for receipt, inspection, acceptance, handling, and storage of equipment and materials (whether furnished by Contractor or City) to be utilized in the performance of or incorporated into the work.



## 22. APPLICABLE FEDERAL PROVISIONS.

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

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

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

- A. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate (or project aggregate, if a construction project) for bodily injury, property damage, and personal and advertising injury; and
- B. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate (or project aggregate, if a construction project) for products and completed operations.
- C. Policy must include coverage for contractual liability and independent contractors.
- D. The City, a Florida municipal corporation, and its officials, employees, and volunteers are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured –



Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liabilities arising out of activities performed by or on behalf of Contractor. This coverage shall contain no special limitation on the scope of protection to be afforded to the City, its officials, employees, and volunteers.

25. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Contractor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement adequate workers' compensation and employer's liability insurance covering all of its employees in at least such amounts as required by Chapter 440, Florida Statutes, and all other state and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable. Contractor shall similarly require any and all of its subcontractors to afford such coverage for all of its employees as required by applicable law. Contractor shall waive and shall ensure that Contractor's insurance carrier waives, all subrogation rights against the City of Ocala and its officers, employees, and volunteers for all losses or damages. Contractor's policy shall be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or its equivalent. **Exceptions and exemptions to this Section may be allowed at the discretion of the City's Risk Manager on a case-by-case basis in accordance with Florida Statutes and shall be evidenced by a separate waiver.**

26. **MISCELLANEOUS INSURANCE PROVISIONS.**

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



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**Florida 34471, E-Mail: [vendors@ocalafl.org](mailto:vendors@ocalafl.org).** Contractor's Certificate of Insurance and required endorsements shall be issued by an agency authorized to do business in the State of Florida with an A.M. Best Rating of A or better. The Certificate of Insurance shall indicate whether coverage is being provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.

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





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



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

33. **INDEPENDENT CONTRACTOR STATUS.** Contractor acknowledges and agrees that under this Agreement, Contractor and any agent or employee of Contractor shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the services and work required under this Agreement. Neither Contractor nor its agents or employees shall represent or hold themselves out to be employees of City at any time. Neither Contractor nor its agents or employees shall have employee status with City. Nothing in this Agreement shall constitute or be construed to create any intent on the part of either party to create an agency relationship, partnership, employer-employee relationship, joint venture relationship, or any other relationship which would allow City to exercise control or discretion over the manner or methods employed by Contractor in its performance of its obligations under this Agreement.
34. **ACCESS TO FACILITIES.** City shall provide Contractor with access to all City facilities as is reasonably necessary for Contractor to perform its obligations under this Agreement.
35. **ASSIGNMENT.** Neither party may assign its rights or obligations under this Agreement to any third party without the prior express approval of the other party, which shall not be unreasonably withheld.
36. **RIGHT OF CITY TO TAKE OVER CONTRACT.** Should the work to be performed by Contractor under this Agreement be abandoned, or should Contractor become insolvent, or if Contractor shall assign or sublet the work to be performed hereunder without the written consent of City, the City Project Manager shall have the power and right to hire and acquire additional men and equipment, supply additional material, and perform such work as deemed necessary for the completion of this Agreement. Under these circumstances, all expenses and costs actually incurred by City to accomplish such completion shall be credited to City along with amounts attributable to any other elements of damage and certified by the Project Manager. The City Project Manager's certification as to the amount of such liability shall be final and conclusive.
37. **PUBLIC RECORDS.** The Contractor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, the Contractor shall:
  - A. Keep and maintain public records required by the public agency to perform the service.
  - B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
  - C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the public agency.



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

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

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

Bruce Wayne Wiley, LLC.  
 Attention: Bruce Wiley  
 Address: 95019 Boyett LN,  
 Fernandina Beach, FL 32034  
 Phone: 352-301-4201  
 E-mail: [brucewiley58@gmail.com](mailto:brucewiley58@gmail.com)

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If to City of Ocala as Agent  
for Owner:

Daphne Robinson, Esq., Contracting Officer  
City of Ocala  
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





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of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

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

**ATTEST:****CITY OF OCALA**

Designated by:  
Angel B. Jacobs

Angel B. Jacobs  
City Clerk

Designated by:  
Christopher Watt

Christopher Watt  
Chief of Staff

Date: 11/22/2023

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

**BRUCE WAYNE WILEY, LLC**

Designated by:  
James Haynes

James Haynes, Director  
Community Development Services

Designated by:  
Bruce Wiley

(Authorized Signatory)

**Approved as to form and legality:**

By: Bruce Wiley

(Printed Name of Signatory)

Designated by:  
William E. Sexton

William E. Sexton, Esq.  
City Attorney

Title: manager

(Title of Authorized Signatory)

Date: 11/22/2023



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Witnesses for Property/Homeowner

Signature:

[Signature]  
(Signature of First Witness)

Shaneka Greene  
(Printed Name of First Witness)

[Signature]  
(Signature of Second Witness)

Natalia Cox  
(Printed Name of Second Witness)

PROPERTY/HOMEOWNER

[Signature]  
(Signature of Property/Homeowner)

David Lynn  
(Printed Name of Homeowner)

Date: 11/30/23

[Signature]  
Signature

Kate Lynn  
Print

11/30/23  
Date

**Exhibit A – SCOPE OF WORK****CONTRACT# CDS/220807****BACKGROUND**

1. Contractor shall perform rehabilitation work of a residential home located at **3159 SE 3<sup>rd</sup> St Ocala, FL, 34471.**
2. Contractor will provide all labor, materials, and equipment necessary to perform the services in strict accordance with the rehabilitation specifications, guidelines, and Florida Building Code.

**INSURANCE REQUIREMENTS**

1. **Commercial General Liability:** with limits of \$1,000,000 per occurrence/\$2,000,000 aggregate.
2. **Commercial Automotive Liability:** a combined limit of not less than \$1,000,000.
3. **Workers' Compensation and Employer's Liability:** per Florida statutory requirements.

**PERMIT AND SPECIFICATION REQUIREMENTS**

1. **Permits Required:** Contractor will be responsible for obtaining the following City of Ocala permits at no additional cost to the City:
  - Building
  - Plumbing
  - Electrical
  - Mechanical
2. No work shall commence, nor will any permits be issued, until all associated contracts have been approved and signed by all applicable parties involved.
3. **Estimated Permit Cost/Allowance:** \$200
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 be performed in compliance 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- Work Write Up
  - C. Exhibit C- Asbestos Survey Report
  - D. Exhibit D- Lead Inspection Report

**CONSTRUCTION TIMEFRAME**

1. **Construction Time:** The required start time after the City-issued Notice to Proceed (NTP) shall be a maximum of ten (10) calendar days to begin work. Work will be completed and ready for final payment within **sixty (60)** days of the issued NTP.
2. **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 which the application is

**Exhibit A – SCOPE OF WORK****CONTRACT# CDS/220807**

submitted and shall be final. Contractor performance and execution of work will be considered in the determination for granting additional days.

3. **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 receipt materials by Contractor.

**ANTICIPATED TASKS AND HOURS**

1. **Anticipated Tasks:** The Contractor will be required to perform the services in **Exhibit B- 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.
3. Saturday work must be approved, in writing, at least forty-eight (48) hours in advance.
4. Contractor will be responsible for inspector's overtime.

**PROJECT SUMMARY**

1. This work includes but not limited to the following:
  - Exterior Repairs
  - Electrical
  - Flooring
  - Attic Insulation
  - Hall Bath
  - Master Bath
2. Work shall be coordinated with the City Rehabilitation Specialist, Chris Lewis, 629-8333 or 425-7686, [clewis@ocalafl.gov](mailto:clewis@ocalafl.gov).

**CONTRACTOR RESPONSIBILITIES**

1. The Contractor shall complete all work performed under this contract in accordance with policies and procedures of the City of Ocala and all applicable State of Florida and Federal laws, policies, procedures, codes, and guidelines.
2. The Contractor is responsible for purchasing the permits and ensuring that the hired sub-contractors purchase their required permits.
3. Each rehabilitation job shall have the required permits (i.e.: building permit, plumbing permit, electrical permit and H.A.R.V. permit).
  - A. The Contractor is responsible for purchasing the permits and ensuring that his/her sub-contractors purchase their required permits.
  - B. All electrical, plumbing, mechanical, and structural inspections must be made by the City of Ocala Growth Management Department.
    - i. The Contractor is required to notify the Growth Management Department, (352) 629-8421 for each of the required inspections.

**Exhibit A – SCOPE OF WORK****CONTRACT# CDS/220807**

- ii. When calling for an inspection, Contractor will need the address, owners name, contractor (on plumbing and electrical inspections, the plumber or electrician is the contractor) and the permit number.
  - iii. The Rehabilitation Specialist shall sign each request for payment form as approved.
  - iv. When an inspection is called into the Growth Management Department before 9:00 AM, the inspections will be made by 12:00 noon. All inspections called before 2:00 PM will be made by 5:00 PM.
  - v. The City of Ocala Growth Management Department makes "same day" inspections.
4. The Contractor must have sufficient equipment to complete work. The City will not pay for rental of additional equipment, purchases of equipment, etc.
  5. Construction shall be in compliance with all requirements and instructions of applicable manufacturers.
  6. Work shall be completed immediately.
  7. If the Contractor is advised to leave a property by the property owner or their representative, the Contractor shall leave at once without altercation. Contractor shall then contact the City Project Manager within 24 hours and advise of the reason for not completing the assigned project.
  8. Contractor is responsible for all wages, taxes, and worker's compensation of all employees.
  9. Contractor is responsible for any and all damages including but not limited to buildings, curbing, pavement, landscaping, or irrigation systems caused by their activity. Should any public or private property be damaged or destroyed, the Contractor, at their expense, shall repair or make restoration as acceptable to the City of destroyed or damaged property no later than one (1) month from the date damage occurred.

**CONSTRUCTION WORK AREAS, SITE HOUSEKEEPING AND CLEANUP**

1. Contractor shall provide on-site sanitary facilities as required by governing agencies.
2. **Waste/Debris:** The Contractor shall keep the premises free at all times from accumulation of waste materials and rubbish caused by operations and employees. Contractor shall provide approved containers for collection and disposal of waste materials, debris, and rubbish. Contractor shall dispose of debris in a legal manner. At least once weekly, Contractor shall dispose of such waste materials, debris, and rubbish off-site.
3. Contractor shall supply appropriately sized construction skip for demolition/construction debris.
4. **Cleanup:** Contractor shall perform periodic cleanup to avoid hazards or interference with operations at the site, and to leave the site in a reasonable neat condition. Work site will be completely cleaned after each day of work.
5. **Final Cleaning:** Upon completion of work, Contractor shall clean entire work area/project site as applicable.
  - A. Leave the work and adjacent areas affected in a cleaned condition satisfactory to the City Project Manager.
  - B. The Contractor shall clean and remove from the premises, all surplus and discarded materials, rubbish, and temporary structures, and shall restore in an acceptable manner all property, both public and private, which has been damaged during the prosecution of the work and shall have the

**Exhibit A – SCOPE OF WORK****CONTRACT# CDS/220807**

work in a neat and presentable condition. *Note: Any and all debris shall be removed from the premises. New construction debris, trash, etc., shall not be left or buried on site.*

- C. Contractor shall broom clean exterior paved driveways and hose clean sidewalks and concrete exposed surfaces if impacted by work or included in work area.
- D. All furnishings and equipment shall be placed back in the original locations.

**CONTRACTOR EMPLOYEES AND EQUIPMENT**

1. Contractor must utilize competent employees in performing the work. Employees performing the work must be properly licensed or qualified as required by the scope.
2. Contractor must provide a valid telephone number, email, and address to the City Project Manager. The phone must be answered during normal working hours, or voicemail must be available to take a message.
3. At the request of the City, the Contractor must replace any incompetent, unfaithful, abusive, or disorderly person in their employment. The City and the Contractor must each be promptly notified by the other of any complaints received.
4. The employees of the Contractor must wear suitable work clothes and personal protective equipment as defined by OSHA (hard hats, bucket harnesses, etc.) and meeting Manual on Uniform Traffic Control Devices (MUTCD) and National Electrical Safety Code (NESC) requirements as indicated for all work conducted and be as clean and in as good appearance as the job conditions permit.
5. Contractor will operate as an independent contractor and not as an agent, representative, partner or employee of the City of Ocala, and shall control their operations at the work site, and be solely responsible for the acts or omissions of their employees.
6. No smoking is allowed on City property or projects.
7. Contractor, employees, and 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 contractor shall have a qualified operator to maintain the care of the equipment. All operators must be trained in proper use and care of equipment. A list of equipment shall be provided to the City upon request.
9. All company trucks must have a visible logo on the outside.
10. All employees must have a shirt with company logo and/or a badge with picture ID, company name and employee name to be worn at all times.

**SUB-CONTRACTORS**

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

**SAFETY**

1. The Contractor is solely responsible for ensuring safety during demolition and construction, and for conformance to all applicable OSHA standards; and local, state, and national codes concerning safety



**Exhibit A – SCOPE OF WORK****CONTRACT# CDS/220807**

provisions for their employees, sub-contractors, all building and site occupants, staff, public, and all persons in or around the work area.

2. Job site visits by City staff do not constitute approval, awareness, or liability for any hazardous condition.
3. Contractor shall be responsible for securing their equipment, materials, clothing, and other property.
4. Prior to completion, storage and adequate protection of all material and equipment will be the Contractor's responsibility.
5. The Contractor will exercise every necessary precaution for the safety of the property and the protection of any and all persons and/or property located adjacent to or making passage through said property. All claims and repairs are to be made by the Contractor in a timely manner (48 hours).
6. In no event shall the City be responsible for any damages to any of the Contractor's equipment, materials, property, or clothing lost, damaged, destroyed or stolen.

**WARRANTY**

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

**Exhibit B – WORK WRITE-UP****CONTRACT# CDS/220807****Rehabilitation Specification: GRNT 22-0015****Applicant:** Kate & David Lynn**Address:** 3159 SE 3RD ST**Parcel #:** 2782-015-011**Phone:** 813-403-4231**EMERGENCY REHAB**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
**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 contractors and sub-contractors to ensure all required inspections are requested and passed, up to and including the final inspections from the City of Ocala Building Department and the Community Development Services Department.
3. Due to this being an owner-occupied residence, the contractor **MUST** coordinate with the Owner and City of Ocala Building Department/Inspectors when requesting the necessary inspections for this project. (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.

**Exhibit B – WORK WRITE-UP****CONTRACT# CDS/220807****Item 1-Exterior Repairs**

- 1) Install concrete ramp on porch up to floor level at front door. Ramp shall be the width of the porch. Landing at front door shall be 5'x5' with appropriate step down going towards the street. Reinstall affected post using Simpson #ABA44Z w/appropriate anchor. (replace 4x4 post as needed) Wrap all 4x4 post bottom with rot resistant 1x6. Paint to match or paint entire post.
- 2) Ramps that have a rise of 6 inches or less may have a handrail on one side only. The top surface of the ramp handrail must be 34-38 inches above the ramp and continuous along the entire length of the ramp. If the rise is greater than 6 inches, then an ADA-compliant handrail is required on both sides.

**Item 2 – Electrical**

1. Remove/relocate receptacles/switches as necessary for bathroom repairs.
2. Replace receptacles with GFCI receptacles in bathrooms. GFCI breaker in panel is acceptable.

**Item 3-Flooring**

- 1) Prep dining room, hall and attached closet/s in hall so that it is clean, dry and level. If necessary, install 1/2" plywood throughout to make a smooth surface. Provide and install new Waterproof Vinyl Plank (minimum price \$3/s.f.) flooring areas where carpet is removed.
- 2) Provide and install proper transitions where needed.
- 3) Provide and install new base molding and/or shoe molding around full perimeter of flooring as needed. Match existing.
- 4) Match existing flooring in adjacent rooms if possible. Otherwise provide color choices.
- 5) Bathroom floor shall be ADA compliant (slip resistant) ceramic tile 12x12 minimum.

**Item 4 – Attic insulation**

- 1) Provide and install R-30 batts insulation in bathroom ceilings if drywall is removed from ceilings.

**Item 5 – Hall bath**

- 1) Complete interior demolition of existing Hall bathroom, down to studs and slab. Includes dining room side of bathroom.
- 2) Remove and dispose of all debris
- 3) Repair or add sub-framing in walls if/as needed
- 4) Make all necessary repairs and modifications to rough plumbing while walls are open and accessible, and schedule and "Pass" required inspections. Test waste and supply lines for leaks.
- 5) Install 32" pocket door on dining room side and repair/replace drywall with matching texture.
- 6) Ensure that new shower stall is reconstructed according to current building codes and passes all required

**Exhibit B – WORK WRITE-UP****CONTRACT# CDS/220807**

rough-in and final inspections during rehab.

- 7) Provide and install solid wood backing to accommodate three (3) new ADA Grab Bars for shower. 36" to 42" on large back wall of shower area and a vertical 16" to 18" on each end of the shower enclosure (Total of 3 bars to be installed in shower stall at owner direction)
- 8) Provide and install solid wood backing for installation of "hard mounted" shower curtain rod to be mounted at/or about 78" (owner direction) Above Finished Floor to Center-Line.
- 9) Provide and install solid wood backing behind and beside toilet to accommodate 2 new ADA Grab Bar, approximately 24 and 30-36".
- 10) Provide and install new insulation in ALL exterior open wall cavities, using batt, r-foil, or other insulation, as appropriate.
- 11) Provide and install, with approved fasteners, Cement board backing on all walls and around window opening in shower area. (tile backer or dura-rock, or equivalent)
- 12) Provide and install new moisture resistant gypsum-type wallboard on all other walls and ceilings, where needed, in bathroom and finish with smooth or very light texture
- 13) *Rebuild Shower Stall, Large (12x18 or larger) Porcelain Wall Tile may be used (tile floor to ceiling), with all other appurtenances still included. (Large Niche, Soap shelves and towel bar in shower stall) roll in Shower is still required. Bathroom floor area shall be ceramic tile with shower portion sloped to drain. This may require removing and replacing concrete under shower area. (prepare for roll in shower)*
- 14) Provide and install one large, recessed shampoo/soap niche where client chooses on shower wall, and two (2) Surface mounted corner shelves for shampoo and soap storage in back corner.
- 15) Provide and install new Delta, single lever, "Classic" shower valve and trim
- 16) Provide and Install new Delta "ActivTouch" shower head/hand shower combo, *Model 51900 OR Equivalent*
- 17) Provide and install new ADA height, elongated white 2-piece toilet, WaterSense Certified, 1.28gpf, w/chrome flush lever and soft-close seat/lid. Toilet flange will need to be reset from the north wall.
- 18) Provide and install new ¼ -turn supply stop and supply line, new wax ring and new flange or stainless-steel flange repair ring (If broken or damaged) and nylon flange bolts (suggested). Ensure new toilet is level and secured properly and does not leak, use matching grout or caulk around base of new toilet at floor.
- 19) Provide and install new LED bathroom general lighting.
- 20) Install Broan Economy Series 2.5-Sone 80-CFM White Lighted Bluetooth Bathroom Fan Model #SPK80L equal or better
- 21) Install new flooring (refer to flooring section)
- 22) Provide and install new mirrored, recessed medicine cabinet, similar in size to the old cabinet that was removed.
- 23) Provide and install two (2) new towel bars, one (1) new toilet paper holder, one (1) hand towel hook/ring, in locations that permit the greatest amount of space and mobility within the bathroom space. Color to match.

**Exhibit B – WORK WRITE-UP****CONTRACT# CDS/220807**

- 24) Provide and install new "hard-mounted" (at owner discretion) Chrome Shower Curtain Rod to fit shower opening, centered at/about 78" to 80" Above Finished Floor. Ensure proper fit with owner-provided new shower curtain.
- 25) Install new vanity/lavatory 18"-20" D x 24"- 36" Long. With Delta Foundations Single-Handle Low-Arc Bathroom Faucet Model # B510LF-PPU-12
- 26)
- 27) NOTE: ALL Metal Bathroom Finish Colors to match and shall be Chrome, or Brushed Nickel finish. (e.g., Lavatory faucet, shower trim and shower head, flush lever, towel bars, shower curtain rod, etc.)

**Item 6- Master Bath**

- 1) Complete interior demolition of existing Master bathroom, down to studs and slab.
- 2) Remove and dispose of all debris
- 3) Repair or add sub-framing in walls if/as needed
- 4) Make all necessary repairs and modifications to rough plumbing while walls are open and accessible, and schedule and "Pass" required inspections. Test waste and supply lines for leaks.
- 5) Provide and install solid wood backing to accommodate three (3) new ADA Grab Bars at owner direction.
- 6) Provide and install new insulation in ALL exterior open wall cavities, using batt, r-foil, or other insulation, as appropriate.
- 7) Provide and install new moisture resistant gypsum-type wallboard on all other walls and ceilings, where needed, in bathroom and finish with smooth or very light texture
- 8) Provide and install new ADA height, elongated white 2-piece toilet, WaterSense Certified, 1.28gpf, w/chrome flush lever and soft-close seat/lid. Toilet flange will need to be reset from the north wall.
- 9) Provide and install new ¼ -turn supply stop and supply line, new wax ring and new flange or stainless-steel flange repair ring (If broken or damaged) and nylon flange bolts (suggested). Ensure new toilet is level and secured properly and does not leak, use matching grout or caulk around base of new toilet at floor.
- 10) Provide and install new LED bathroom general lighting
- 11) Install Broan Economy Series 2.5-Sone 80-CFM White Lighted Bluetooth Bathroom Fan Model #SPK80L equal or better
- 12) Install new flooring (refer to flooring section)
- 13) Provide and install new mirrored, recessed medicine cabinet, similar in size to the old cabinet that was removed.
- 14) Provide and install two (1) new towel bars, one (1) new toilet paper holder, in locations that permit the greatest amount of space and mobility within the bathroom space. Color to match.
- 15) Install new vanity/lavatory 18"-20" D x 24"- 36" Long. With Delta Foundations Single-Handle Low-Arc Bathroom Faucet Model # B510LF-PPU-12
- 16) NOTE: ALL Metal Bathroom Finish Colors to match and shall be Chrome, or Brushed Nickel finish. (e.g., Lavatory faucet, shower trim and shower head, flush lever, towel bars, shower curtain rod, etc.)

**Item P – Permits**

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

1. At project closeout and before final payment, Contractor shall submit to homeowner, a 3-ring binder to include:
  - Prime Contractors 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**)
2. At project closeout and before final payment, Contractor shall submit to project manager:
  - Final Payment Affidavit
  - Owner final acceptance of the work
  - Material and/or contractor lien releases





8(a) certified, HUBZone certified, EDWOSB

•8786 Sonoma Coast Drive, Winter Garden, FL 34787

•(407)614-4572 Office

•(814)243-1927 Cell

•dkenvironmental@yahoo.com

•www.dk-environmental.com

## **ASBESTOS SURVEY REPORT**

### **PREPARED FOR THE FOLLOWING PROPERTY:**

3159 SE 3<sup>rd</sup> Street  
Ocala, FL 34471

### **PERFORMED ON:**

August 25, 2022

### **PREPARED FOR:**

City of Ocala  
Community Development Services  
201 SE 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor  
Ocala, FL 34471

### **PERFORMED AND PREPARED BY:**

A handwritten signature in black ink, appearing to read "CMT", is written below the "PERFORMED AND PREPARED BY:" heading.

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

**Property Address:** 3159 SE 3<sup>rd</sup> Street  
Ocala, FL 34471

**Property Owner:** David & Kate Lynn

**Survey Performed By:** Chris Ritko, Asbestos Building Inspector

**Company:** DK Environmental & Construction Services  
9007 Paolos Place  
Kissimmee, FL 34747  
(321)401-5094

**Date of On-Site Survey:** August 25, 2022

**Date of Report:** September 01, 2022

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

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

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



Chris Ritko  
Asbestos Building Inspector  
187357

## II. SURVEY SUMMARY

On August 25, 2022 an Asbestos Survey was performed at 3159 SE 3<sup>rd</sup> Street, Ocala, FL 34471. The property is a single-family detached dwelling. It is approximately 1,308 square feet and was constructed in 1972.

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

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

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

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

## III. ASBESTOS OVERVIEW

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

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

*Nonfriable* ACM is any material containing more than one percent (1%) asbestos as determined using the method specified in Appendix A, 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.

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

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

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

#### IV. LIMITATIONS

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

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

## V. ANALYTICAL RESULTS

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

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

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

### ***Bulk Collection and Sample Analysis Results***

<i>Sample Number</i>	<i>Description</i>	<i>Condition</i>	<i>Friable</i>	<i>Asbestos Percent and Type</i>	<i>Location/ Amount</i>	<i>NESHAP Category</i>
3159-1-1	Asphalt Shingle/Red	Intact	No	None Detected	Typical Exterior Roof	NA
3159-1-1	Tar/Black	Intact	No	None Detected	Typical Exterior Roof	NA
3159-1-2	Asphalt Shingle/Red	Intact	No	None Detected	Typical Exterior Roof	NA
3159-1-2	Tar/Black	Intact	No	None Detected	Typical Exterior Roof	NA
3159-2-1	Rolled Flooring/Brown	Intact	No	None Detected	Interior Laundry Room	NA
3159-2-1	Adhesive/Clear	Intact	No	None Detected	Interior Laundry Room	NA
3159-2-2	Rolled Flooring/Brown	Intact	No	None Detected	Interior Laundry Room	NA
3159-2-2	Adhesive/Clear	Intact	No	None Detected	Interior Laundry Room	NA
3159-3-1	Joint Compound/Cream	Intact	Yes	<1% Chrysotile	Typical Interior Walls/Ceilings	NA



***Bulk Collection and Sample Analysis Results***

<i>Sample Number</i>	<i>Description</i>	<i>Condition</i>	<i>Friable</i>	<i>Asbestos Percent and Type</i>	<i>Location/ Amount</i>	<i>NESHAP Category</i>
3159-3-2	Drywall/Jnt Compound/ Multi-Colored	Intact	Yes	<1% Chrysotile	Typical Interior Walls/Ceilings	NA
3159-4-1	<b>Ceiling Surfacing Texture/Cream</b>	Intact	Yes	<b>2% Chrysotile</b>	<b>Typical Interior Ceilings</b>	<b>RACM</b>
3159-4-1	<b>Ceiling Surfacing Texture/Cream</b>	Intact	Yes	<b>Not Analyzed/ Positive Stop</b>	<b>Typical Interior Ceilings</b>	<b>RACM</b>
3159-4-1	<b>Ceiling Surfacing Texture/Cream</b>	Intact	Yes	<b>Not Analyzed/ Positive Stop</b>	<b>Typical Interior Ceilings</b>	<b>RACM</b>

## VI. ASBESTOS RECOMMENDATIONS

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

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

Disturbances to Asbestos Containing Materials:

- Should be performed by a Florida Licensed Asbestos Abatement Contractor
- U.S. Occupational Safety and Health Administration (OSHA) regulations apply to the disturbance of material; containing any percentage of asbestos fibers as outlined in 29 CFR 1926.1101-OSHA's Asbestos Standard for the Construction Industry. The contractor will need to comply with the specific training, duties and responsibilities outlined in this CFR.
- OSHA 29 CFR 1910.1001. OSHA 29 CFR 1910.1001 requires the communication of information concerning asbestos hazards. Employees engaged in work activities with installed ACM may be exposed to asbestos fibers. The owner or operator should take the necessary steps to reduce the potential for disturbance.

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

The EPA's National Emission Standard for Hazardous Air Pollutants (NESHAP) regulations and the Florida Department of Environmental Protection (DEP) Asbestos program regulate the removal and disposal of asbestos-containing building materials. The Florida Department of Environmental Protection (DEP) administers an asbestos removal program under Chapter 62-257, Florida

Administrative Code. The Asbestos NESHAP has been adopted by reference in section 62-204.800, Florida Administrative Code. The program's intent is to minimize the release of asbestos fibers during activities involving the processing, handling, and disposal of asbestos-containing material.

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

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

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

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

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

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

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

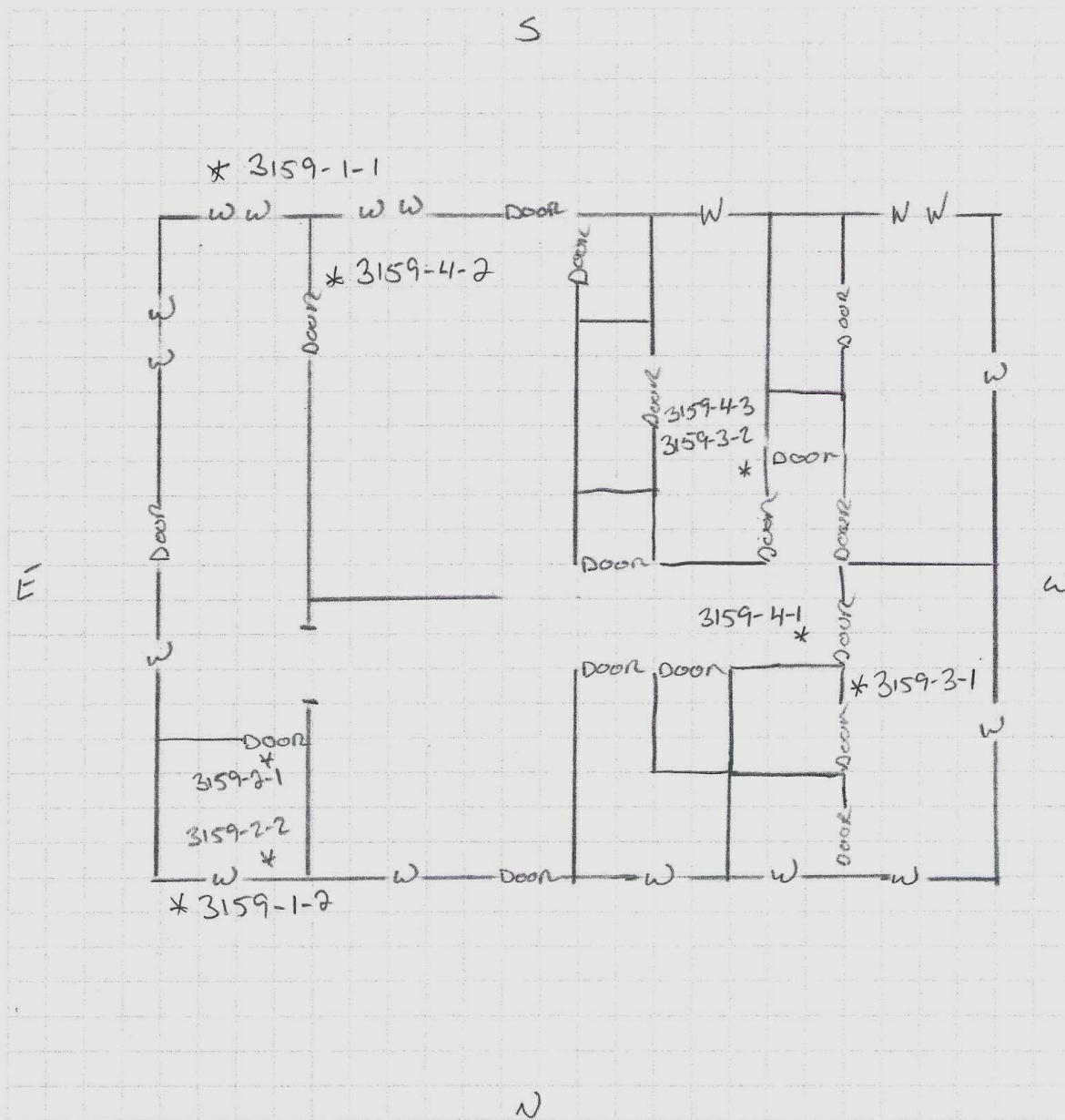
If asbestos containing materials identified within, or on, the property will be disturbed or otherwise caused to become friable within the scope of the renovation, they should be removed from the structures prior to the maneuvers taking place according to applicable regulations.

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



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

## SITE PLAN



Case # 08251123

Address 3159 SE 3rd St  
Ocala, FL 34471

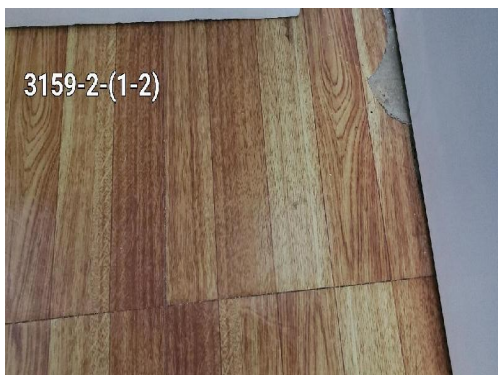


**VIII. SITE PHOTOGRAPHS**

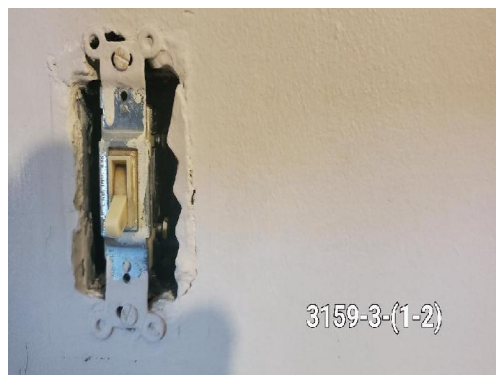
3159 SE 3<sup>rd</sup> Street  
Ocala, FL 34471



3159-1  
Asphalt Shingle/Red, Tar/Black  
Typical Exterior Roof



3159-2  
Rolled Flooring/Brown, Adhesive/Clear  
Interior Laundry Room



3159-3  
Drywall/Joint Compound  
Typical Interior Walls/Ceilings



3159-4  
Ceiling Surfacing Texture/Cream  
(2% Chrysotile)  
Typical Interior Ceilings



## IX. LICENSING

**Asbestos Consulting & Training Systems**  
2835 N.W. 12TH Avenue, Fort Lauderdale, Florida 33314

**This is to Certify that**  
**Chris Ritko**

**has successfully completed an English**  
**Asbestos Building Inspection Refresher**

**28-Sep-21 TO 28-Sep-21**  
and has completed the requisite training for TSCA  
Meets state requirements of FL49-0001020/CN-0006273 and UT (6.0 core).

**Trainer(s):** Alberto Ania  
NDAAC Provider #451  
Training Address: 2233 Park Ave, Suite 202, Orange Park, FL 32073  
Successful course completion based on exam score on: 28-Sep-21

**This Certificate Expires:**  
28-Sep-22 09 / 28 / 22

Processed By:   
**Seagull**  
To Authentic Certificate  
www.seagulltraining.com  
1-800-966-9933

**James F. Stump, Course Sponsor**

**Certificate Number:** 187357  
**Course Number:** JE2140



Ron DeSantis, Governor



Halsey Beshears, Secretary



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

**ASBESTOS LICENSING UNIT**

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

**BLACKLEDGE, KRISTA DAWN**

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

**LICENSE NUMBER: AX96**

**EXPIRATION DATE: NOVEMBER 30, 2022**

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



Do not alter this document in any form.

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**X. ASBESTOS CONSULTANT LETTER**

September 1, 2022

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

**RE: Limited Asbestos Survey**  
**Single-Family Detached Dwelling**  
**3159 SE 3<sup>rd</sup> Street**  
**Ocala, Marion County, Florida 34471**

Dear Client:

Pursuant to your request, a limited Asbestos Survey was performed at the referenced property. The survey was performed to visually identify homogenous areas that need to have bulk samples collected for laboratory analysis in order to determine the presence of Asbestos-Containing Building Materials within the structure. The scope of work for this survey included sampling and analysis of suspect building materials. On August 25, 2022, a limited Asbestos Survey was performed at 3159 SE 3<sup>rd</sup> Street, Ocala, Florida. The property consists of an approximate 1,308 square-foot single-family dwelling constructed in 1972. The structure is scheduled for renovation.

Nine (9) samples of suspect materials were collected and submitted to Hayes Microbial Consulting (Hayes), an American Industrial Hygiene Association (AIHA)-accredited laboratory in, Midlothian, VA, for laboratory analysis. Due to the presence of additional layers in the collected samples, eleven (11) samples were identified and analyzed by the laboratory. All samples were analyzed utilizing Polarized Light Microscopy (PLM) according to EPA Method 600/R-93/116. Materials must contain greater than 1% asbestos to be regulated.

Analytical results of the samples revealed that one of the sampled materials contained asbestos in concentrations >1% by PLM analysis, as follows:

- Ceiling Surfacing Texture Material (Cream), Typical Interior Ceilings, Homogeneous Sample Area 3159-4-1, showed 2% Chrysotile Asbestos

Textured ceiling material is a RACM. RACMs must be removed by a licensed asbestos abatement contractor following OSHA Class I work activities and disposed of at a class one landfill prior to renovation, remodeling or demolition of the building.

Asbestos fibers <1% were detected in one homogeneous area, Homogeneous Area 3159-3 (samples 3159-3-1 and 3159-3-2), Joint Compound, Cream, Typical Interior Walls and Ceilings. The detection limit for PLM is approximately 1%. Due to the detection of asbestos fibers less than



City of Ocala  
September 1, 2022  
Page 2

1% by PLM, additional analysis by Transmission Electron Microscope (TEM) or Point Counting for samples with <1% is recommended. Materials containing less than 1% asbestos are not regulated as an ACM; however, all renovation activities should be performed following the applicable Occupational Safety and Health Administration (OSHA) regulations. This includes, but is not limited to, having appropriate asbestos training for the type of material being removed/disturbed, having a properly trained supervisor onsite, using wet removal methods, wearing adequate personal protective equipment (HEPA-filtered particulate respirators), performing medical surveillance of workers, performing personal-exposure air monitoring, and area air monitoring in occupied buildings.

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

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

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

Sincerely,



K. Dawn Blackledge, P.G., LAC  
Senior Project Engineer  
Licensed Asbestos Consultant AX96  
Asbestos Consulting License #ZA539

## XI. GLOSSARY

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

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

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

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

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

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

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

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

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

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

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

does not include shearing, slicing, or punching.

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

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

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

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

**Facility component:** any part of a facility including equipment.

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



#22033375

Analysis Report prepared for

## DK Environmental & Construction Services, Inc.

9007 Paolos Place  
Kissimmee, FL 34747

Phone: (814) 243-1927

3159 SE 3rd St  
Ocala, FL 34471

Collected: August 25, 2022  
Received: August 29, 2022  
Reported: August 30, 2022



EPA Laboratory ID: VA01419

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

We received 9 samples by US Mail in good condition for this project on August 29th, 2022.

The results in this analysis pertain only to this job, collected on the stated date, and should not be used in the interpretation of any other job. This report may not be duplicated, except in full, without the written consent of Hayes Microbial Consulting, LLC..

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

A handwritten signature in black ink that reads 'Stephen N. Hayes'.

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



Lab ID: #188863



DPH License: #PH-0198


Chris Ritko, MRSA2640  
DK Environmental & Construction Services, Inc.  
9007 Paolos Place  
Kissimmee, FL 34747  
(814) 243-1927

3159 SE 3rd St  
Ocala, FL 34471

#22033375

Asbestos PLM Bulk  
EPA 600/R-93, M-4/82-020

#	Sample	Material Description	Non-Asbestos Fibers	Asbestos Fibers
1	3159-1-1 - Roof Shingle/ Tar (Typ Exterior)	Shingle / Red	12% Fiberglass	None Detected
2	3159-1-2 - Roof Shingle/ Tar (Typ Exterior)	Tar / Black		None Detected
3	3159-2-1 - Rolled Flooring/ Mastic/ Laundry Rm (Interior)	Shingle / Red	12% Fiberglass	None Detected
4	3159-2-2 - Rolled Flooring/ Mastic/ Laundry Rm (Interior)	Tar / Black		None Detected
5	3159-3-1 - Drywall/ Joint Compound (Typ Interior)	Vinyl Tile / Brown		None Detected
	Lab Note: Drywall Material Not Observed.	Adhesive / Clear		None Detected
		Vinyl Tile / Brown		None Detected
		Adhesive / Clear		None Detected
6	3159-3-2 - Drywall/ Joint Compound (Typ Interior)	Joint Compound / Cream		<1% Chrysotile
	Lab Note: Composite of Drywall & Joint Compound.	Joint Compound / Drywall / Multi-colored	10% Cellulose Fibers	<1% Chrysotile
7	3159-4-1 - Surfacing Material/ Ceilings (Typ Interior)	Texture / Cream		2% Chrysotile
8	3159-4-2 - Surfacing Material/ Ceilings (Typ Interior)	Texture		( Not Analyzed, Positive Stop )



HAYES

MICROBIAL CONSULTING

Collected: Aug 25, 2022

Received: Aug 29, 2022

Reported: Aug 30, 2022

Project Analyst:  
Kristina King,  
*Kristina King*

Reviewed By:  
Brian Keith,  
*Brian Keith*

Date:  
08 - 30 - 2022

Date:  
08 - 30 - 2022

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

contact@hayesmicrobial.com

C-25

Page: 2 of 4

Chris Ritko, MRSA2640

DK Environmental & Construction Services, Inc.

9007 Paolos Place

Kissimmee, FL 34747

(814) 243-1927

3159 SE 3rd St


Ocala, FL 34471

#22033375

Asbestos PLM Bulk

EPA 600/R-93, M-4/82-020

#	Sample	Material Description	Non-Asbestos Fibers	Asbestos Fibers
9	3159-4-3 - Surfacing Material/ Ceilings (Typ Interior)	Texture		( Not Analyzed, Positive Stop )



HAYES

MICROBIAL CONSULTING

Collected: Aug 25, 2022

Project Analyst:  
Kristina King,

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

Received: Aug 29, 2022

Project Analyst:  
*Kristina King*

(804) 562-3435

Reported: Aug 30, 2022

Reviewed By:  
Brian Keith,

contact@hayesmicrobial.com

Date:  
08 - 30 - 2022

Date:  
08 - 30 - 2022

Date:  
08 - 30 - 2022

C-26

Page: 3 of 4

#22033375

Asbestos Analysis Information

Chris Ritko, MRSA2640  
DK Environmental & Construction Services, Inc.  
9007 Paolos Place  
Kissimmee, FL 34747  
(814) 243-1927

3159 SE 3rd St  
Ocala, FL 34471

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







**HAYES**  
MICROBIAL CONSULTING  
3005 East Boundary Terrace, #F  
Midlothian, VA 23112, USA  
804.562.3435 Fax: 804.447.5562

**DK Environmental & Construction Services, Inc.**

9007 Paolos Place  
Kissimmee, FL 34747  
(814) 243-1927

**Chain of Custody**  
Form v.201208.1

HMC #

Job Number:	Job Name:	Collector: Chris Ritko, MRSA2640	Email: dkenvironmental@yahoo.com
Date Collected: 8-25-07	3159 SE 3rd St Ocala, FL 34471	Notes: STOP AT FIRST POSITIVE	
Mobile:			

Sample #	Sample Name	Analysis Type	Volume	TAT	Notes
3159-1-(1-2)	Roof Shingle / Tar / (Typ Exterior)	PUM		1 DAY	
3159-2-(1-2)	Rolled Flooring / Mastic / Laundry Room / (Interior)				40ft <sup>2</sup>
3159-3-(1-2)	Drywall / Joint Compound / (Typ Interior)				Composite Layers
3159-4-(1-3)	Surfacing Material / Ceilings / (Typ Interior)				Composite Layers

SHIP: US MAIL - OTHER  
DATE: 08-29-2022


N

ASBESTOS


22033375

4202 3112 9505 5124

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

Relinquished by: 

Date: 8-25-22

Rcvd By: 

Date: 8-24-22

Time:

Hayes Microbial Consulting :: 3005 East Boundary Terrace, Suite F :: Midlothian, VA 23112 :: USA :: [www.hayesmicrobial.com](http://www.hayesmicrobial.com) :: [info@hayesmicrobial.com](mailto:info@hayesmicrobial.com)





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•(407)614-4572 Office  
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## **LEAD-BASED PAINT INSPECTION REPORT**

**PREPARED FOR THE FOLLOWING PROPERTY:**



3159 SE 3<sup>rd</sup> Street  
Ocala, FL 34471

**PERFORMED ON:**  
August 25, 2022

**PERFORMED AND PREPARED BY:**

Debra Koontz  
Certified Risk  
Assessor

LBP-R-I191376-2

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**August 25, 2022**

Re:    Lead-Based Paint Inspection Report

Property Located at: **3159 SE 3<sup>rd</sup> Street, Ocala, FL 34471**

Property Owner: **David & Kate Lynn**

Phone: **813-403-4231**

Dear Client:

Please find enclosed the lead-based paint inspection report for the property located at **3159 SE 3<sup>rd</sup> Street, Ocala, FL 34471**. The survey was performed within the current acceptable industry guidelines, Housing and Urban Development (HUD) Guidelines Chapter 7 (revised 1997) and EPA regulations.

DK Environmental & Construction Services, Inc. (DKE) conducted the lead-based paint inspection services at the above-referenced site on **August 25, 2022**.

DKE used an RMD LPA-1 X-Ray Fluorescence (XRF) lead paint analyzer to sample paint for lead. XRF instrument serial #2737 (resourced on April 21, 2021) was used on this job.

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

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

If you have any questions or concerns regarding this report, please feel free to contact us at 814-243-1927.

Sincerely,

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

## **II.     Executive Summary**

DKE was authorized to perform a lead-based paint (LBP) inspection of the property located at **3159 SE 3<sup>rd</sup> Street, Ocala, FL 34471**. DKE tested all painted components according to the specifications described in the protocols for Lead Based Paint testing in the Housing and Urban Development (HUD) Guidelines Chapter 7 (revised 1997) and all applicable Federal, State, and Local regulations.

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

DKE tested a total of **one hundred and seven (107) surfaces via XRF analysis and six (6) calibrations. Zero (0) were found to contain lead at levels greater than or equal to the regulatory level of 1.0 mg/cm<sup>2</sup>**. These surfaces are identified in Section III: G. This report represents all field data, observations and findings related to the lead inspection performed in the above referenced property. The results, assessments and findings stated in this report are representative of the conditions observed in this property at the time of the inspection services.

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

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

### **III.    Scope of Inspection**

#### **A.    Building Background**

The property located at **3159 SE 3<sup>rd</sup> Street, Ocala, FL 34471** is a **1,308** square feet building (1 unit), built in **1972**. No history of renovations, repairs, or painting was provided to DKE during the inspection services.

#### **B.    Preface**

DKE was authorized to perform lead-based paint testing of the above referenced property to determine the possible presence, condition, location and amount of lead-based paint. The testing was conducted on **August 25, 2022** from 11:23am to 12:40pm.

#### **C.    Training**

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

#### **D.    Equipment**

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

#### **E.    Inspection Company**

The inspection services were performed by an inspector/risk assessor employed by DK Environmental & Construction Services, Inc. 9007 Paolos Place, Kissimmee, FL 34747, telephone number (321)401-5094.

#### **F.    Methods**

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

## **G. Findings**

Property Address: **3159 SE 3<sup>rd</sup> Street, Ocala, FL 34471**

DKE tested a total of **one hundred and seven (107) surfaces via XRF analysis and six (6) calibrations. Zero (0) were found to contain lead at levels greater than or equal to the regulatory level of 1.0 mg/cm<sup>2</sup> in paint in the surfaces tested:**

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

## **H. Conclusions**

No lead-based paint was identified, as defined by Environmental Protection Agency/Department of Housing and Urban Development (EPA/HUD) as containing lead-in concentrations greater than or equal to 1.0 mg/cm<sup>2</sup>.

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

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

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

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



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

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

Painted surfaces found to be intact during the inspection which contain levels of lead greater than or equal to 1.0 mg/cm<sup>2</sup> could create lead hazards if the paint is turned into dust by abrasion, scraping, or sanding. If conditions of intact paint surfaces become destabilized, these conditions will need to be addressed. If any future construction or modernization work is done on the premises, this report should be given to the contractors as well as the tenants.

#### **IV.    DISCLOSURE RESPONSIBILITY AND DISCLAIMER**

##### **Disclosure Responsibility**

A copy of this report must be provided to new lessees (tenants) and purchasers of this property under Federal Law (24 CFR part 35 and 40 CFR part 745) before they become obligated under a lease or sales contract. The complete report must also be provided to new purchasers and it must be made available to new tenants. Landlords (lessors) and sellers are also required to distribute an educational pamphlet and include standard warning language in their leases or sales contracts to ensure that parents have the information they need to protect their children from lead-based paint hazards.

##### **Disclaimer**

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



**V.     XRF Results**

**Exhibit D - Lead Inspection Report CONTRACT# CDS/220807****3159 SE 3<sup>rd</sup> Street, Ocala, FL 34471****Interior Room 001 Laundry Rm**

007	A	Wall	U Ctr		I	Block	gray	-0.6	QM
005	A	Door	Ctr	Door	I	Wood	white	0.0	QM
006	A	Door	Ctr	Casing	I	Wood	white	0.1	QM
008	B	Wall	U Ctr		I	Block	gray	0.2	QM
009	C	Wall	U Ctr		I	Block	gray	0.0	QM
011	C	Ceiling	Ctr		D	Drywall	white	0.1	QM
004	C	Window	Ctr	Jamb	I	Wood	white	0.3	QM
010	D	Wall	U Ctr		I	Block	gray	0.3	QM

**Interior Room 002 Living Rm**

015	A	Wall	U Ctr		I	Drywall	tan	-0.1	QM
017	B	Crown Mldg	Ctr		I	Wood	white	0.0	QM
016	B	Wall	U Rgt		D	Drywall	tan	0.2	QM
019	B	Door	Lft	Door	I	Wood	white	0.0	QM
020	B	Door	Lft	Jamb	I	Wood	white	0.0	QM
013	C	Wall	U Ctr		I	Drywall	tan	0.1	QM
012	C	Ceiling	Ctr		I	Drywall	white	0.0	QM
014	D	Wall	U Ctr		I	Drywall	tan	0.1	QM
018	D	Baseboard	Lft		I	Wood	white	0.0	QM

**Interior Room 003 Dining Rm**

028	A	Wall	U Ctr		I	Drywall	tan	0.0	QM
021	A	Baseboard	Ctr		I	Wood	white	0.2	QM
024	B	cl shf suppo	Lft		I	Wood	white	0.2	QM
025	B	closet wall	Lft		I	Drywall	white	0.0	QM
027	B	Wall	U Ctr		I	Drywall	tan	0.1	QM
026	B	Ceiling	Ctr		I	Drywall	white	0.4	QM
022	B	Door	Lft	Jamb	I	Wood	white	0.0	QM
023	B	Door	Lft	Door	D	Wood	white	-0.2	QM
030	C	Wall	U Ctr		I	Drywall	tan	-0.5	QM
029	D	Wall	U Ctr		I	Drywall	tan	-0.1	QM

**Interior Room 004 Kitchen**

032	A	Wall	U Lft		D	Drywall	brown	-0.1	QM
037	A	Baseboard	Lft		I	Wood	white	-0.1	QM
034	B	Ceiling	Ctr		I	Drywall	white	-0.1	QM
031	C	Wall	U Ctr		I	Drywall	brown	-0.2	QM
035	C	Door	Lft	Jamb	I	Wood	white	0.2	QM
036	C	Door	Lft	Door	I	Metal	white	0.0	QM
033	D	Wall	L Lft		I	Drywall	white	0.2	QM

**Interior Room 005 Hallway**

045	A	Wall	L Ctr		I	Drywall	white	-0.1	QM
038	A	Baseboard	Ctr		I	Wood	white	0.0	QM
047	B	Wall	U Ctr		I	Drywall	tan	0.1	QM
041	C	cl shf suppo	Ctr		I	Wood	white	0.2	QM
042	C	closet wall	Ctr		I	Drywall	white	-0.2	QM
044	C	Wall	L Lft		I	Drywall	white	-0.3	QM
043	C	Ceiling	Lft		D	Drywall	white	0.0	QM
039	C	Door	Ctr	Door	I	Wood	tan	0.0	QM
040	C	Door	Ctr	Jamb	I	Wood	white	0.0	QM
046	D	Wall	U Rgt		I	Drywall	tan	0.1	QM

**Interior Room 006 Bathroom**

051	A	Wall	U Ctr		I	Drywall	gray	-0.1	QM
052	A	Ceiling	Ctr		I	Drywall	white	-0.1	QM
053	A	Door	Lft	Door	I	Wood	white	-0.1	QM
054	A	Door	Lft	Casing	I	Wood	white	0.1	QM
048	B	Wall	U Ctr		I	Drywall	gray	-0.2	QM
049	C	Wall	U Ctr		I	Drywall	gray	-0.1	QM
050	D	Wall	U Ctr		I	Drywall	gray	-0.1	QM

**Exhibit D - Lead Inspection Report CONTRACT# CDS/220807****Interior Room 007 Bedroom A**

061	A	Wall	U	Ctr	I	Drywall	tan	0.1	QM
065	A	Baseboard		Ctr	I	Wood	tan	0.1	QM
062	B	Wall	U	Ctr	I	Drywall	tan	0.0	QM
063	C	Wall	U	Ctr	I	Drywall	tan	0.1	QM
056	D	cl shf suppo		Ctr	I	Wood	white	0.2	QM
057	D	closet bsbd		Ctr	I	Wood	white	0.3	QM
058	D	closet wall		Ctr	I	Drywall	white	0.0	QM
060	D	Wall	U	Ctr	I	Drywall	tan	-0.1	QM
059	D	Ceiling		Ctr	I	Drywall	white	0.1	QM
064	D	Door	Lft	Door	I	Wood	tan	0.0	QM
055	D	Door	Ctr	Jamb	I	Wood	white	0.0	QM

**Interior Room 008 Bathroom**

066	A	Baseboard		Ctr	I	Wood	white	0.2	QM
067	B	Door		Rgt Jamb	I	Wood	white	-0.1	QM
068	B	Door		Rgt Door	I	Wood	tan	-0.1	QM
069	C	Ceiling		Ctr	I	Drywall	white	0.1	QM

**Interior Room 009 Bedroom B**

073	A	Wall	U	Ctr	I	Drywall	yellow	0.0	QM
072	B	Wall	U	Ctr	I	Drywall	yellow	-0.2	QM
079	B	Baseboard		Ctr	I	Wood	yellow	0.0	QM
071	C	Wall	U	Ctr	I	Drywall	yellow	0.0	QM
070	C	Ceiling		Ctr	D	Drywall	white	0.0	QM
075	D	closet wall		Rgt	I	Drywall	white	-0.4	QM
076	D	cl shf suppo		Rgt	I	Wood	white	0.1	QM
074	D	Wall	U	Ctr	I	Drywall	yellow	-0.1	QM
077	D	Door		Rgt Door	I	Wood	yellow	0.1	QM
078	D	Door		Rgt Jamb	I	Wood	yellow	0.0	QM

**Interior Room 010 Bedroom C**

086	A	Wall	U	Ctr	I	Drywall	brown	-0.3	QM
085	A	Ceiling		Ctr	I	Drywall	white	0.3	QM
087	B	Wall	U	Ctr	I	Drywall	brown	-0.2	QM
080	B	Baseboard		Ctr	I	Wood	brown	-0.1	QM
088	C	Wall	U	Ctr	I	Drywall	brown	-0.1	QM
083	D	cl shf suppo		Ctr	I	Wood	white	0.3	QM
084	D	closet wall		Ctr	I	Drywall	white	0.0	QM
089	D	Wall	U	Ctr	I	Drywall	brown	0.0	QM
081	D	Door		Ctr Door	I	Wood	brown	0.0	QM
082	D	Door		Ctr Jamb	I	Wood	brown	-0.1	QM

**011 Exterior**

091	A	Porch Floor		Ctr	D	Concrete	gray	-0.2	QM
094	A	post		Ctr	I	Wood	white	0.0	QM
095	A	Fascia		Ctr	I	Metal	white	0.1	QM
090	A	Wall	U	Ctr	I	Block	yellow	-0.3	QM
093	A	Window		Ctr Shutter	I	Wood	white	-0.2	QM
092	A	Window		Ctr Sill	D	Concrete	white	-0.1	QM
096	A	Door		Ctr Door	I	Metal	red	0.0	QM
097	A	Door		Ctr Threshold	I	Concrete	white	-0.1	QM
098	A	Door		Ctr Jamb	I	Wood	white	0.3	QM
101	B	Wall	L	Ctr	D	Block	yellow	0.1	QM
099	B	Window		Lft Shutter	I	Wood	white	0.0	QM
100	B	Window		Lft Sill	I	Concrete	white	-0.2	QM
102	C	Wall	L	Rgt	D	Block	yellow	-0.2	QM
103	C	Window		Rgt Sill	I	Concrete	white	-0.1	QM
104	C	Door		Ctr Casing	I	Wood	white	0.3	QM
105	C	Door		Ctr Door	I	Metal	red	0.1	QM
110	D	Wall	L	Ctr	I	Block	black	-0.3	QM
109	D	Wall	U	Ctr	I	Block	yellow	-0.2	QM
108	D	Window		Lft Casing	I	Wood	white	-0.4	QM
106	D	Door		Ctr Door	I	Metal	red	0.0	QM
107	D	Door		Ctr Jamb	I	Wood	white	-0.1	QM

**Exhibit D - Lead Inspection Report    CONTRACT# CDS/220807**

## Calibration Readings

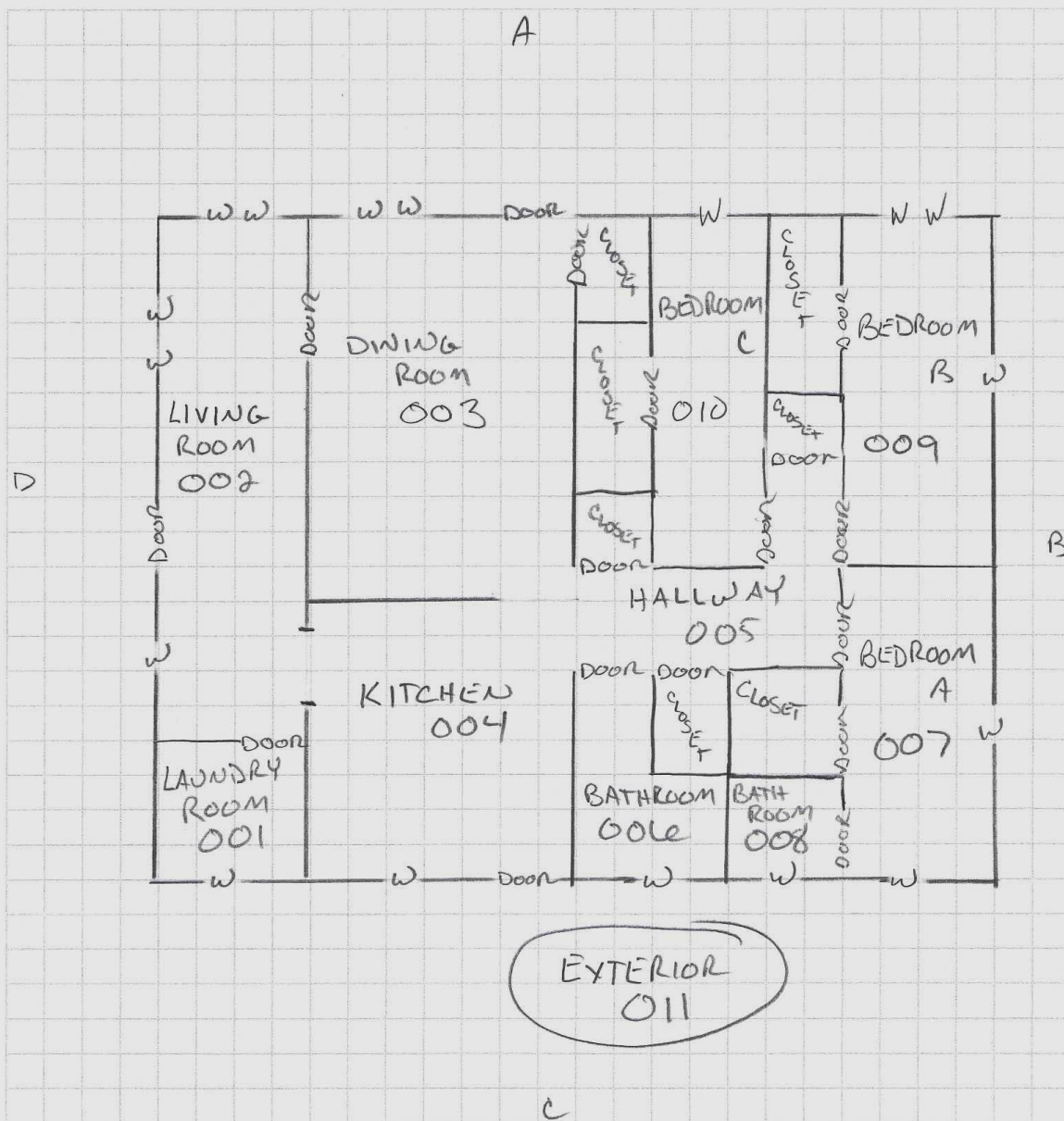
001	1.0	TC
002	1.0	TC
003	1.1	TC
111	0.9	TC
112	1.0	TC
113	1.0	TC

---- End of Readings ----

**VI.    Drawings/Floor Plans**



## SITE PLAN



Address 3159 SE 3rd St  
Ocala, FL 34471

**VII.    Property Photographs**

**3159 SE 3<sup>rd</sup> Street, Ocala, FL 34471**



Exterior(011) A-Wall



Exterior(011) B-Wall



Exterior(011) C-Wall



Exterior(011) D-Wall

**VIII.    License/Certification**



# United States Environmental Protection Agency

## This is to certify that



Debra L Koontz

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

**In the Jurisdiction of:**

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

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

LBP-R-1191376-2

Certification #

August 18, 2021

Issued On



Adrienne Prisela*c*

Adrienne Prisela, Manager, Toxics Office

Land Division



**IX.    XRF Performance Characteristics Sheet**

**Performance Characteristic Sheet**

EFFECTIVE DATE: October 24, 2000

EDITION NO.: 4

**MANUFACTURER AND MODEL:**Make: *Radiation Monitoring Devices*Model: *LPA-1*Source: *<sup>57</sup>Co*

Note: This sheet supersedes all previous sheets for the XRF instrument of the make, model, and source shown above for instruments sold or serviced after June 26, 1995. For other instruments, see prior editions.

**FIELD OPERATION GUIDANCE****OPERATING PARAMETERS**

Quick mode or nominal 30-second standard mode readings.

**XRF CALIBRATION CHECK LIMITS**

0.7 to 1.3 mg/cm <sup>2</sup> (inclusive)
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**SUBSTRATE CORRECTION:**For XRF results below 4.0 mg/cm<sup>2</sup>, substrate correction is recommended for:

Metal using 30-second standard mode readings.

None using quick mode readings.

Substrate correction is not needed for:

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

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

**THRESHOLDS:**

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

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

RMD LPA-1, PCS Edition 4, Page2 of 4

**BACKGROUND INFORMATION****EVALUATION DATA SOURCE AND DATE:**

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

**OPERATING PARAMETERS:**

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

**XRF CALIBRATION CHECK:**

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

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

**SUBSTRATE CORRECTION VALUE COMPUTATION**

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

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

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

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

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

$$\text{Correction value} = (1\text{st} + 2\text{nd} + 3\text{rd} + 4\text{th} + 5\text{th} + 6\text{th Reading}) / 6 - 1.02 \text{ mg/cm}^2$$

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

**EVALUATING THE QUALITY OF XRF TESTING:**

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

RMD LPA-1, PCS Edition 4, Page3 of 4

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

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

Compute the Retest Tolerance Limit by the following steps:

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

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

Square the average for each testing combination.

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

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

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

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

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

Compute the average of all ten original XRF results.

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

Find the absolute difference of the two averages.

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

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

#### **BIAS AND PRECISION:**

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



**Exhibit D - Lead Inspection Report CONTRACT# CDS/220807**

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

Precision at 1 standard deviation.

**CLASSIFICATION RESULTS:**

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

**DOCUMENTATION:**

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

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



**X.    Glossary**

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

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

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

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

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

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

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

**Chewable surface:** See **Chewed surface**.

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

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

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

**Common area:** A room or area that is accessible to all residents in a community (e.g. hallways or lobbies). In general, any area not kept locked.

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

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

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

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

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

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

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

**Examination:** See **Clearance Examination**.

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

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

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

**Interim controls:** A set of measures designed to temporarily reduce human exposure or possible exposure to lead-based paint hazards. Such measures include specialized cleaning, repairs, maintenance, painting, temporary containment, and management and resident education programs. Monitoring, conducted by Owners, and reevaluations, conducted by professionals, are integral elements of interim control. Interim controls include dust removal, paint film stabilization, treatment of friction and impact surfaces, installation of soil coverings such as grass or sod, and land use controls. See also **Monitoring**, **Reevaluations**, and **Abatement**.

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

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

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

**Lead-based paint:** Any paint, varnish, shellac, or other coating that contains lead equal to or greater than 1.0 mg/cm<sup>2</sup> (milligrams of lead per square centimeter of surface) as measured by XRF or laboratory analysis, or 0.5% by weight (5,000ug/g, 5,000 ppm (parts per million), or 5,000 mg/kg) as measured by laboratory analysis (Local definitions may vary.)

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

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

**Lead-contaminated dust:** Surface dust in residences that contains an area concentration of lead in excess of the standard established by the EPA Administrator, pursuant to Title IV of the Toxic Substances Control Act. As of April 01, 2017, EPA standards for lead dust for risk assessments are  $\geq 10$  ug/ft<sup>2</sup> (micrograms of lead per square foot) for floors, and  $\geq 100$  ug/ft<sup>2</sup> for interior windowsills. The EPA standard for clearance are  $< 10$  ug/ft<sup>2</sup> for floors, 100 ug/ft<sup>2</sup> for windowsills, and 100 ug/ft<sup>2</sup> for window troughs. Porch floors are also wiped during final clearance, with a lead dust clearance action level of  $< 40$  ug/ft<sup>2</sup>.

**Lead-contaminated soil:** Bare soil on residential property that contains lead in excess of the standard established by the EPA Administrator, pursuant to Title IV of the Toxic Substances Control Act. The standard is 400 ug/g in play areas and 1,200 ug/g in the rest of the property.

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

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

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

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

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

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

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

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

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

**Plastic:** See **Polyethylene plastic**.

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

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

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

**Removal:** See **Paint removal**.

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

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

**Resident:** A person who lives in a dwelling.

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

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

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

**Soil:** See **Bare soil**.

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

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

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

**Substrate:** A surface on which paint, varnish, or other coating has been applied or may be applied. Examples of substrates include wood, plaster, metal, and drywall.

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

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

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

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

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

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

**Trough:** See **Window trough**.

**Windowsill:** See **Interior windowsill**.

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

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

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



**XRF analyzer:** An instrument that determines lead concentration in milligrams per square centimeter (mg/cm<sup>2</sup>) using the principle of x-ray fluorescence (XRF). Two types of field portable XRF analyzers are used – direct readers and spectrum analyzers. For this lead-based paint inspection, the term XRF analyzer only refers to portable instruments manufactured to analyze paint, that have a HUD Performance Characteristic Sheet, and are interpreted in accordance with the Performance Characteristic Sheet. It does not refer here to laboratory-grade units or portable instruments designed to analyze soil.

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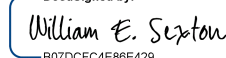
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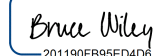
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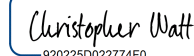
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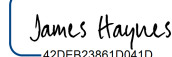
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Intermediary Delivery Events	Status	Timestamp
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Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	11/27/2023 9:14:34 AM
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The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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