

AGREEMENT FOR DEMOLITION AND REMOVAL OF STRUCTURE AT 2031 SW 5TH PLACE

THIS AGREEMENT is entered into this 29th day of April, 2019 by and between the CITY OF OCALA, a Florida municipal corporation ("City" or "Owner") and COLBERT CONSTRUCTION, INC., a Florida registered corporation (EIN: 20-3418975), located at 10205 SE 141st Avenue Road, Ocklawaha, Florida 32179 ("Contractor").

WHEREAS:

The City of Ocala issued a Request for Quotation on March 28, 2019 for RFQ# GRM/190266: Demolition and Removal of Structure at 2031 SW 5th Place.

Two (2) bidders responded, and Colbert Construction, Inc. was the lowest responsive and responsible bidder. The Contractor was subsequently selected as the intended awardee for these services.

NOW THEREFORE, in consideration of the matters set forth above (which are incorporated herein by reference), the parties hereto agree as follows:

1. **SERVICES.** Contractor will provide all materials, labor, and equipment to complete the demolition and removal of a structure for the City as described and pursuant to the scope of service set forth on the attached **Exhibit A - Scope of Work, Exhibit B – Pre-Demolition Asbestos Inspection Report, and Exhibit C – Photos of Structure.** The contract, and all exhibits, hold precedence over the RFQ documents.
2. **COMPENSATION.** City shall pay Contractor for the performance of the work a total lump sum amount of \$4,995 (FOUR THOUSAND, NINE HUNDRED, NINETY-FIVE DOLLARS AND 00/100 CENTS).
3. **CONTRACT TIME.** All provisions regarding Contract Time are essential to the performance of this Contract. The required start time after the City-issued Notice to Proceed (NTP) shall be a maximum of ten (10) days to begin work. Work will be substantially completed within thirty (30) days of the issued Notice-to-Proceed and completed and ready for final payment in accordance with the Agreement within five (5) days after substantial completion.
 - A. The Contract Time may be changed only by a Change Order. Any request for an extension in the Contract Time shall be based on written notice delivered to City or its Representative within three (3) days of the occurrence of the event giving rise to the request. Notice of the extent of the request with supporting data shall be delivered within seven days of such

occurrence 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. Any change in the Contract Time resulting from any such request shall be incorporated in a Change Order.

- B. The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of Contractor. Such delays shall include, but not be limited to, acts for neglect by the City, or to fires, floods, epidemics, or acts of Nature as determined by the City.
 - C. All time limits for Contractor's performance stated in the Contract are of the essence of the Agreement. The provisions of this section shall not exclude recovery by the City or damages (including compensation for additional professional services) for delays by Contractor.
4. **LIQUIDATED DAMAGES.** The Contractor shall pay the City \$100.00 for each calendar day that expires after the time specified for Substantial Completion until the work is substantially completed. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times or any proper extension thereof granted by the City, Contractor shall pay an additional \$50.00 per day for each calendar day that expires after the time specified for completion and readiness for final payment until the work is completed and ready for final payment.
- A. Permitting Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a waiver on the part of the City of any of its rights under the contract.
 - B. The liquidated damages set forth herein shall not be accumulative. If Substantial Completion of the work is not met within the time specified for final completion of all work, the liquidated damages shall continue to be at the rate or rates specified for default on Substantial Completion until Substantial Completion is attained. If the work is not then finally completed, the rate or rates specified for default on final completion shall apply until final completion is attained.
 - C. The City shall have the right to deduct the liquidated damages from any money in its hands, otherwise due, or to become due, to Contractor, or to initiate applicable dispute resolution procedures and to recover liquidated damages for non-performance of this Contract within the time stipulated.
 - D. Contractor shall pay, in addition to liquidated damages, all expenses for inspection and superintendence after the date fixed for completion including all necessary traveling

expenses connected therewith.

- E. Nothing in this section is intended to limit the right to obtain injunctive relief or any and all relief as may be appropriate. Permission allowing the Contractor to continue and finish any part of the work after the time fixed for its completion or after the date to which the time for completion may have been extended shall in no way operate as a waiver on the part of the City of any of its rights under this Agreement.
5. **CITY'S RIGHT TO WITHHOLD PAYMENT.** In the event City becomes informed that any representations of Contractor provided in its monthly billing, are wholly or partially inaccurate, City may withhold payment of sums otherwise due to Contractor until the inaccuracy and the cause thereof is corrected to City's reasonable satisfaction. In the event City questions some element of an invoice, that fact shall be made known to Contractor immediately in writing. Contractor will help effect resolution and transmit a revised invoice, if necessary. Amounts not questioned by City shall be paid to Contractor.
6. **TERMINATION.** Either party may terminate this Agreement immediately upon default or breach by the other party, if said party remains in default or breach after receiving written notice and fails to cure such default or breach within five (5) days of said notice. Termination of this Agreement shall have no effect upon the rights of the parties that accrued prior to termination.
7. **PERFORMANCE EVALUATION.** At the end of the contract, the City may evaluate the Contractor's performance. This evaluation will become public record.
8. **CONTRACT FULFILLMENT.** Contractors who enter into an Agreement with the City of Ocala and fail to complete the contract term, for any reason, will be subject to future bidding suspension for one (1) year, and up to a possible three (3) year bid debarment for serious contract failures.
9. **CONTRACTOR REPRESENTATIONS.**
- A. Contractor has examined and carefully studied the Contract Documents and the other related data.
 - B. Contractor is familiar with and is satisfied as to all Federal, state, and local laws and regulations that may affect cost, progress, and performance of the work.
 - C. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the work.

10. **METHOD OF COMPENSATION.** In consideration for providing the City with the services described in this contract, the City will compensate Contractor as noted in **Section 2** and as follows:
- A. The City will pay Contractor a total lump sum amount for this contract as noted in **Section 2**. Payments will be made upon project completion as approved, invoiced and agreed to by the City. The allowability of compensation sought under this Contract is expressly made subject to the terms of this Contract, and any pertinent Federal and state law.
 - B. Invoices for this Agreement will be prepared by Contractor and submitted through the responsible City Project Manager at: City of Ocala Growth Management Department, Dale Hollingsworth, 201 SE 3rd Street, Ocala, FL 34471, dhollingsworth@ocalafl.org. Finished work and invoices must be reviewed and agreed upon by City of Ocala Project Manager; this review and agreement shall not be unreasonably withheld, conditioned, or delayed. The City contract number must be listed on the submitted invoice along with an assigned invoice number and invoice date. One original of the invoice should be included with the submission. Proof of removal and disposal of debris must be provided with the invoice in the form of weight tickets from a certified landfill or disposal facility.
 - C. The City reserves the right to withhold payment for work not completed, or services completed unsatisfactorily, or work or products deemed inadequate or untimely by the City. Any payment withheld will be released and paid to Contractor promptly when work or products are subsequently performed/delivered to the City's satisfaction.
11. **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.
12. **CONTRACTOR'S RESPONSIBILITIES.** The following provisions are the responsibility of the Contractor and are provided with the expectation that each responsibility shall be adhered to:
- A. Contractor shall supervise and direct all work under the Project competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall be responsible to see that the finished work complies accurately with the contract and the intent thereof.
 - B. Contractor shall comply with all Federal, state, and local laws, ordinances, rules and regulations applicable to the work, and be responsible for all costs associated with same.

- C. Contractor shall operate and store construction equipment, stored materials and equipment, and the operations of workmen to only those areas prescribed by the City. The lay down area will be decided during the pre-construction meeting.
- D. Contractor shall continue the work and maintain the progress schedule during all disputes or disagreements. No work shall be delayed or postponed pending resolution of any disputes or disagreements, except as Contractor and City may otherwise agree in writing.

13. **RESPONSIBILITIES OF CITY.** City or its Representative shall issue all communications to Contractor. City has the authority to request changes in the work in accordance with the terms of this Agreement and with the terms in **Exhibit A**. City has the authority to stop work or to suspend any work.

14. **PROJECT MANAGER.** This Project is under the control of the Project Manager who may be referred to in the Contract Documents as, City, Owner, or Project Manager as the context requires.

All work and material furnished under this contract shall be furnished under the direction of and to the satisfaction and approval of the Project Manager. Should any dispute arise as to the quality or fitness of the materials or workmanship, the decision shall rest strictly with the Project Manager, and shall be based upon the requirements as stated in the solicitation and Contractor's bid response. This power and authority shall be confined to the direction or specification of what is to be done under this contract, and shall not extend to the actual execution of the work which shall be under the control of the Contractor, and for which the Contractor alone is responsible.

15. **MISCELLANEOUS INSURANCE PROVISIONS.**

A. Insurance Requirements. These insurance requirements shall not relieve or limit the liability of Contractor. The City does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect Contractor's interests or liabilities, but are merely minimums. No insurance is provided by the City under this contract to cover Contractor. No work shall be commenced under this contract until the required Certificate(s) have been provided. Work shall not continue after expiration (or cancellation) of the Certificate and shall not resume until new Certificate(s) have been provided. Insurance written on a "Claims Made" form is not acceptable without City of Ocala Risk Management consultation.

- B. Deductibles. Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the latter. Contractor is responsible for the amount of any deductible or self-insured retention.
- C. Certificates. Contractor shall provide a Certificate of insurance, issued by an agency authorized to do business in the State of Florida and with an A.M. Best rating* of at least an A, showing the "City of Ocala" as an Additional Insured for General Liability, and Business Automobile Liability insurance. The City of Ocala, Procurement Department, 110 SE Watula Ave, Ocala, FL 34471 should be shown as the Certificate Holder, and for providing for required thirty (30) day cancellation notice.

*Non-rated insurers must be pre-approved by the City Risk Manager.

- D. Failure to Maintain Coverage. In the event Contractor fails to disclose each applicable deductible/self-insured retention or obtain or maintain in full force and effect any insurance coverage required to be obtained by Contractor under this Agreement, Contractor shall be considered to be in default of this Agreement.
- E. Severability of Interests. Contractor shall arrange for its liability insurance to include General Liability, Business Automobile Liability, and Excess/Umbrella Insurance, 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.

16. **LIABILITY INSURANCE**. Contractor shall procure and maintain for the life of this contract Commercial General Liability Insurance with limits not less than:

- A. \$300,000 each occurrence and \$600,000 aggregate for Bodily Injury, Property Damage and Personal and Advertising Injury;
- B. \$300,000 each occurrence and \$300,000 aggregate for Products and Completed Operations;
- C. Commercial General Liability policy must include coverage for Contractual Liability.

The City, a political subdivision of the State of Florida, its officials, employees, and volunteers will 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 regarding liability arising out of activities performed by or on behalf of Vendor. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, or volunteers.

17. **BUSINESS AUTO LIABILITY.** Contractor shall procure and maintain Automobile Insurance for the life of this contract. Coverage must be afforded for Any, Hired, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$100,000 combined single limit each accident. The City must be an additional insured on the policy.
18. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Contractor shall procure and maintain for the life of this contract Workers' Compensation insurance, and Employer's Liability at statutory requirement limits. Contractor shall ensure any subcontractor has statutory coverage. The City of Ocala need not be named as an additional insured, but a subrogation waiver endorsement is required. Exceptions and exemptions will be allowed by the City's HR/Risk Director, if they are in accordance with Florida Statute.
19. **E-VERIFY.** In accordance with Executive Order 11-116, Contractor shall utilize the U.S. Agency of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired during the term of this Agreement. Contractor shall also require all subcontractors performing work under this Agreement to utilize the E-Verify system for any employees they may hire during the term of this Agreement.
20. **SAFETY/ENVIRONMENTAL.** Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - A. All employees on the work and other persons that may be affected thereby;
 - B. All work, materials and equipment to be incorporated therein, whether in storage on or off the site; and
 - C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

All, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall be remedied by Contractor. Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as the Work is completed and accepted by City.
21. **TRAFFIC CONTROL AND BARRICADES.** The Contractor shall mitigate impact on local traffic conditions to all extents possible. The Contractor is responsible for establishing and maintaining

appropriate traffic control and barricades. The Contractor shall provide sufficient signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic at all locations where work is being done under this Agreement.

A. In addition to the requirements set forth in bid, the Contractor shall maintain at all times a good and sufficient fence, railing or barrier around all exposed portions of said work in such a manner as to warn vehicular and pedestrian traffic of hazardous conditions.

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

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

23. **SUBCONTRACTORS.** Contractor shall be fully responsible for all acts and omissions of his subcontractors and other persons and organizations directly or indirectly employed by them. Nothing in the Contract shall create any contractual relationship between City or its Representative and any subcontractor or other person or organization having a direct contact with Contractor, nor shall it create any obligation on the part of City or its representative to pay or to seek the payments of any monies to any Subcontractor or other person or organization, except as may otherwise be required by law.

24. **DELAYS AND DAMAGES.** 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 this Agreement. 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.

25. **EMERGENCIES.** In an emergency affecting the safety of life or property, the 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. The Contractor shall file with the City Project Manager the names, addresses and telephone numbers of their representatives who can be contacted at any time in case of emergency. These Contractor representatives must be fully authorized and equipped to correct unsafe or excessively inconvenient conditions on short notice by the City or the Public Inspectors.

26. **INDEPENDENT CONTRACTOR STATUS.** City expressly acknowledges Contractor is an independent contractor. Nothing in this Agreement is intended, nor shall be construed, to create an agency relationship, a partner or partnership, an employer/employee relationship, a joint venture relationship, or any other relationship allowing the City to exercise control or discretion over the manner or method by which Contractor performs hereunder.
27. **ASSIGNMENT.** Neither party may assign this Agreement or the rights and obligations thereunder to any third party without the prior express written approval of the other party, which shall not be unreasonably withheld.
28. **RIGHT OF CITY TO TAKE OVER CONTRACT.** If the work to be done under this Agreement shall be abandoned, or if said contractor shall become insolvent, or shall assign this contract or sublet the work hereunder without the written consent of the City, the Project Manager shall then have the power and right to place additional men and equipment on said work and supply additional material, if necessary, and do such work as he may deem advisable for the completion of this contract. In determining the liability of Contractor, under these circumstances, all sums actually paid for such completion shall be credited to the City, together with other elements of the damage above mentioned and certificate of the Project Manager as to the amount of such liability shall be final and conclusive.
29. **NON-EXCLUSIVITY.** Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract shall not restrict City from acquiring similar, equal or like goods and/or services, or executing additional contracts from other entities or sources.
30. **PUBLIC RECORDS.** Contractor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, Contractor shall:
- A. Keep and maintain public records required by the public agency to perform the service.

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

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

- 31. **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 doing business with City will 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.
- 32. **EXCESS FUNDS.** Any party receiving funds paid by City under this Agreement shall promptly notify City of any funds erroneously received upon the discovery of such erroneous funds receipt.

Any such excess funds shall be refunded to City within thirty (30) days, or must include interest calculated from the date of the erroneous payment or overpayment at the interest rate for judgments at the highest rate as allowed by law.

33. **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.
34. **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.
35. **CONFLICT OF INTEREST.** Contractor must have disclosed with the submission of their bid, the name of any officer, director, or agent who may be employed by the City. Contractor must disclose the name of any City employee who owns, directly or indirectly, any interest in Contractor 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.
36. **NON-DISCRIMINATORY EMPLOYMENT PRACTICES.** During the performance of the contract, Contractor agrees to not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation or veteran status and will 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.
37. **PUBLIC ENTITY CRIMES.** Contractor on its behalf and its affiliates agrees and affirms that it has not been placed on the convicted vendor list following a conviction of a public entity crime as provided for in Section 287.133(2)(a), Florida Statutes, which states that a person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO, for a period of 36 months from the date of being placed on the convicted vendor list.

38. **DEFAULT.** This Agreement is critical to the City and the City reserves the right to immediately cancel either in whole or in part any portion of this Agreement due to failure of Contractor to carry out any obligation, term, or condition of the Agreement. City will issue a written notice of default effective immediately and not deferred by any interval of time. Default shall be any act or failure to act on the part of Contractor including, but not limited to, any of the following:
- A. Contractor fails to adequately perform the services set forth in the specifications of the Agreement;
 - B. Contractor fails to complete the work required within the time stipulated in the Agreement;
or
 - C. Contractor fails to make progress in the performance of the Agreement and/or gives the City reason to believe that Contractor will not or cannot perform to the requirements of the Agreement.

39. **REMEDIES/OPPORTUNITY TO CURE.** If Contractor defaults on any provision of this Agreement, City may, at its sole discretion, give written notice to Contractor detailing Contractor's violations and giving Contractor an opportunity to cure the default. If such violation is not corrected to the reasonable satisfaction of City within the time required by the City to cure the default, after the date of notice of violation, the City may, without further notice, declare Contractor to be in breach of this Agreement and pursue all remedies available at law or equity, including termination of this Agreement without further notice and all rights of Contractor hereunder.

Notwithstanding City's termination of the Agreement, Contractor shall remain liable to City for damages, costs, or attorney's fees arising prior to such termination. In case of default, the City reserves the right to hire another Contractor to complete the required work in accordance with the needs of the City. City may recover any actual excess costs from the Contractor by: (a) Deduction from an unpaid balance, or (b) Any other remedy as provided by law.

40. **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.

41. **FORCE MAJEURE.** Neither party shall be responsible for damages or delays caused by Force Majeure or other events beyond the reasonable control of the party and which could not reasonably have been anticipated or prevented.

For purposes of this Agreement, Force Majeure includes, but is not limited to, war, terrorism, riots, epidemics, fire, acts of nature, strikes, lockouts, court orders, and acts, orders, laws, or regulations of the government of the United States or the several states, prohibiting or impeding any party from performing its respective obligations under the contract.

If Force Majeure occurs, the parties shall mutually agree on the terms and conditions upon which services may continue. Should Contractor be delayed in the commencement, performance, or completion of the work due to any of the conditions under this section, Contractor shall be entitled to an extension of time only, provided however, that in no event shall Contractor be entitled to any increased costs, additional compensation, or damages of any type resulting from such Force Majeure delays.

42. **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.

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

44. **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.

45. **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:

Colbert Construction, Inc.
Craig Colbert
10205 SE 141st Avenue Road
Ocklawaha, Florida 32179
Phone: 352-342-7743
E-mail: colbertconstructioninc@gmail.com

If to City of Ocala:

Tiffany Kimball, Contracting Officer
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-629-8366
Fax: 352-690-2025
E-mail: tkimball@ocalafl.org

Copy to:

Patrick G. Gilligan, Esquire
Gilligan, Gooding, Franjola & Batsel, P.A.
1531 SE 36th Avenue
Ocala, Florida 34471
Phone: 352-867-7707
Fax: 352-867-0237
E-mail: pgilligan@ocalalaw.com

46. **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.

47. **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.
48. **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.
49. **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.
50. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.
51. **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.

52. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
53. **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.
54. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
55. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
56. **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.
57. **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.
58. **CONTRACT DOCUMENTS.** The contract documents that comprise the entire Agreement between the City and Contractor are made a part hereof, and are listed as exhibits. There are no contract documents other than those listed below. If there is a conflict in terms between this Agreement and the contract documents, then the terms of this Agreement will control over the terms of the contract documents listed below.

If there is a conflict within the exhibits or project specifications regarding scope of service, the order of precedence is as follows: (1) Exhibit A, (2) Exhibit B, then (3) Exhibit C.

Exhibit A: Scope of Work (A-1 through A-3)

Exhibit B: Pre-Demolition Asbestos Inspection Report (B-1 through B-27)

Exhibit C: Photo of Property (C-1 through C-2)

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

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth above.

ATTEST:

CITY OF OCALA

Angel B. Jacobs
City Clerk

John Zabler
City Manager

Approved as to form and legality:

COLBERT CONSTRUCTION, INC.

Robert W. Batsel, Jr.
Assistant City Attorney

Vice President or higher



Contractor must to demolish a one-story, single family residence and remove all structural debris, improvements and fencing at 2031 SW 5th Place, Ocala, Florida 34471.

All work shall be coordinated with the City Project Manager, Dale Hollingsworth, 352-629-8203, e-mail: dhollingsworth@ocalafl.org. Contractor must provide a valid telephone number and address to the City Project Manager. The phone must be answered during normal working hours, or voicemail must be available to leave a message.

This project consists of the following:

- Termination of water and sewer connections at the property line (City meter/sewer laterals) prior to beginning demolition work.
- Demolition and removal of all structures, improvements, structure contents, and fencing on the property listed above.
- Underbrush, overgrowth and all debris must be removed from the property. All trees shall remain.
- Public sidewalks and driveway aprons must remain intact. Any damage to sidewalks or driveway aprons by the contractor will be repaired at Contractor's expense.
- Any septic tanks will be pumped, crushed and backfilled, according to City requirements, Florida Building and Plumbing codes, and Marion County Health Department regulations.
- Any water wells will be capped according to City requirements and Florida Building and Plumbing codes.
- Restoration of the property back to its original/natural topography, as per the Florida Building Code.
- Property shall be graded to final grade, using a box blade.

Contractor Responsibilities

1. If Contractor isn't already "certified" with the City of Ocala, Contractor must complete the Contractor Certification Application prior to applying for a City Demolition Permit.

2. Contractor shall obtain all necessary permits at no additional cost to the City. Information regarding permitting fees can be found at the following link:
<https://www.ocalafl.org/government/city-departments/growth-management/one-stop-permit-center>
3. In addition to any City-required permits, septic tank permits must be obtained from the Marion County Growth Management Services Department, located at 2710 East Silver Springs Boulevard. Information regarding septic tank permitting can be obtained by calling the septic permitting office at (352) 438-2417.
4. Contractor must obtain the proper approvals and allow inspection of all work by City authorized personnel.
5. Contractor shall obtain approval/signatures of the appropriate representatives of the agencies listed on the City of Ocala Demolition Permit Application.
6. Contractor must exercise every necessary precaution for the safety of the properties and the protection of any and all persons and/or properties located adjacent to or making passage through said properties. All claims and repairs are to be made by the contractor within forty-eight (48) hours of notification by the City.
7. Contractor shall possess and maintain sufficient equipment to complete the work described herein. Contractor's equipment shall be in good repair, and contractor shall have a qualified operator to maintain the care of the equipment. All operators must be trained in proper use and care of equipment.
8. Contractor must thoroughly read the asbestos survey for the location (**Exhibit B – Pre-demolition Asbestos Inspection Report**) and adhere to all Florida Department of Environmental Protection (FDEP) asbestos-related guidelines while demolishing the structure.
9. No work shall commence until the contractor has submitted proof of #62-257.900(1) - Notice of Demolition* to FDEP and provide proof of mailing to the City Project Manager. Contractor must wait ten (10) business days (excluding holidays as observed by the State of Florida) after the confirmed delivery date, prior to starting demolition. Acceptable forms of proof are as follows:

- USPS Certified Mail receipt
- FedEx tracking receipt
- Similar mailing methods, where delivery date can be verified.

*Notice of Demolition can be found at the link below:

https://floridadep.gov/sites/default/files/dep62_257_900%281%29.pdf

10. Contractor shall leave the property at once, without altercation, if advised to leave by law enforcement or a person claiming to be the property owner and/or property owner's representative. Immediately after leaving, contact the City Project Manager and advise them of the situation.



ENVIRONMENTAL SERVICES, LLC

**PRE DEMOLITION
ASBESTOS INSPECTION REPORT**

FOR

**FIRE DAMAGED RESIDENTIAL STRUCTURE
2031 SW 5TH PLACE
OCALA, FL 34471**

Prepared for

CITY OF OCALA
GROWTH MANAGEMENT DEVELOPMENT
201 SE 3RD STREET 2ND FLOOR
OCALA, FL 34471

ATTENTION: MS. AMANDA YODER

Prepared by



EE&G Environmental Services, LLC
5005 West Laurel Street, Suite 110
Tampa, Florida 33607
(813) 287-1005
www.eeandg.com

July 24, 2018
EE&G Project No. 2018-4383

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APPENDICES

APPENDIX A	General Terms: Types of Asbestos-Containing Materials Types of Asbestos-Containing Roofing Materials NESHAP Categories
APPENDIX B	Laboratory Report
APPENDIX C	Certificates

SECTION 1.0

INTRODUCTION

EE&G Environmental Services LLC (EE&G) was retained by City of Ocala to conduct an asbestos inspection at 2031 SW 5th Place Ocala, Florida. The inspection was conducted on July 20, 2018 by Scott Eickholt and Randy Alonso (certified under the Asbestos Hazard Emergency Response Act, AHERA) of EE&G

The purpose of this inspection was to identify the presence, extent, and condition of asbestos-containing materials (ACM) that may be impacted during planned demolition for compliance with the Environmental Protection Agency (EPA) National Emissions Standards for Hazardous Air Pollutants (NESHAP), and applicable local, State and Federal Guidelines.

Terms used in this report are defined in the General Terms section located in Appendix A. Additional information on the classification of ACM for National Emissions Standards for Hazardous Air Pollutants (NESHAP) is also located in Appendix A. These NESHAP categories are helpful in determining the need for asbestos abatement and must be used in the NESHAP notification of intent to renovate or demolish.

SECTION 2.0

BUILDING DESCRIPTION

The residential structure was built in 1963 and approximately 1,145 square feet (SF). The structure was observed to be constructed of concrete block and wood paneling. Interior walls were finished with drywall. Ceilings were finished with drywall. Floors were finished with carpet, vinyl floor tile or linoleum. The heating ventilation air conditioning (HVAC) duct was uninsulated sheet metal, fiberglass-insulated sheet metal, or fiberglass flex-duct.

SECTION 3.0

METHODS AND LIMITATIONS

3.1 ASBESTOS SURVEY METHODS

The demolition areas were inspected for suspect ACM, unless otherwise noted. Each observed suspect material was assigned a homogenous area number, described, and measured. Each observed suspect material was either sampled or assumed to be asbestos-containing. Samples of suspect ACM were collected using procedures established by the United States (US) Environmental Protection Agency (EPA) Code of Federal Regulations (CFR) Title 40 Part 763 Subpart E, Asbestos-Containing Materials in Schools.

3.2 LABORATORY ANALYSIS METHODS

Samples were delivered to American Asbestos Laboratories, Inc. in Tampa, Florida for analysis. Upon arrival at the laboratory, the samples were logged-in and stored for analysis. Analyses were performed using the polarized light microscopy (PLM) method of asbestos detection using guidelines and procedures established in the Method for the Determination of Asbestos in Bulk Building Materials (EPA-600/R-93-116 July, 1993). Results were reported as percent (%) asbestos by volume. Samples found to contain greater than 1% asbestos were considered positive and listed as ACM.

3.3 LIMITATIONS

This asbestos inspection report has been prepared by EE&G in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other warranty, expressed or implied is made. The intent of this survey report is to assist the owner or client in locating ACM. Under no circumstances is this survey to be utilized as a proposal or a project specification document without the expressed written consent of EE&G.

The survey was conducted to identify suspect ACM in accessible areas of the structure. If other areas at this location are to be impacted during planned or future renovations, a separate asbestos survey of these areas will be required. Some ACM may not have been discovered due to inaccessibility or missing/incomplete plans. Suspect materials discovered subsequent to the issue of this survey report should be sampled and analyzed to determine asbestos content and to initiate appropriate responses.

Analyses were carried out by PLM. While the most commonly accepted analytical method for detecting asbestos in bulk materials, PLM is known to have limited resolution and may not detect extremely small asbestos fibers. Certain materials, notably vinyl floor tiles, may contain extremely fine asbestos fibers that are beyond the resolution of PLM.

EE&G's interpretations and recommendations are based upon the results of sample collection and analyses in compliance with environmental regulations, quality control and assurance standards. The results, conclusions, and recommendations contained in this report pertain to conditions observed at the time of the survey. Other conditions elsewhere in the subject building(s) may differ from those in the inspected/surveyed locations and, such conditions are unknown, may change over time, and have not been considered.

This report was prepared solely for the use of EE&G's client, and is not intended for use by third party beneficiaries. The client shall indemnify and hold EE&G harmless against liability for loss arising out of or relating to reliance by a third party on work performed thereunder, or the contents of this report. EE&G will not be held responsible for the interpretation or use by others of data developed pursuant to the compilation of this report, or for use of segregated portions of this report.

SECTION 4.0

SURVEY RESULTS

4.1 ASBESTOS ANALYSIS RESULTS

The results of the PLM analyses and assessment of suspect ACM are summarized in Table 1. The original laboratory report is attached as Appendix B.

4.1.2 Non asbestos-containing materials

Asbestos was not detected in the following materials:

- Black asphalt shingles.
- White drywall system.
- Grey smear texture.
- Brown bumpy texture.
- Brown mastic HVAC.
- Grey exterior brick molder..

Refer to Table 1 for the location of these materials.

4.2 ADDITIONAL OBSERVATIONS

In addition to the results presented in Section 4.1, EE&G observed the following:

- No suspect friable pipe thermal system insulation (TSI) was observed.
- No suspect fireproofing was observed.
- No suspect vinyl flooring or suspect mastics were observed.

**TABLE 1. SURVEY RESULTS FOR FIRE DAMAGED RESIDENTIAL STRUCTURE
2031 SW 5TH PLACE, OCALA, FL 34471**

HA	Material Description	Sample ID	HA Location	Approx. Quantity	Asbestos Content	Friability	Condition	NESHAP Category
01	Asphalt shingles (black)	01-03	Roof	NA	NAD	NA	NA	NA
02	Drywall system (white)	04-06	Living room, bedroom, hallway	NA	NAD	NA	NA	NA
03	Smear texture (grey)	07-09	Kitchen wall	NA	NAD	NA	NA	NA
04	Bumpy texture (brown)	10-12	Living room, dining room, corridor	NA	NAD	NA	NA	NA
05	Mastic HVAC (brown)	13-15	HVAC closet	NA	NAD	NA	NA	NA
06	Exterior brick molder (grey)	16-18	Outside foundation	NA	NAD	NA	NA	NA

B-8

NA = Not Applicable
HA = Homogenous Area

NAD = No Asbestos Detected

Quantities are approximate. Asbestos detected is chrysotile unless otherwise noted.

SECTION 5.0

RECOMMENDATIONS

5.1 RECOMMENDATIONS FOR REGULATED ACM (RACM)

None of the surveyed materials were identified as RACM.

5.2 RECOMMENDATIONS FOR CATEGORY I NONFRIABLE ACM

None of the surveyed materials were identified as Category I Nonfriable ACM.

5.3 RECOMMENDATIONS FOR CATEGORY II NONFRIABLE ACM

None of the surveyed materials were identified as Category II Nonfriable ACM.

5.4 GENERAL RECOMMENDATIONS

- If other specific areas at this location are to be impacted during planned renovations or demolition, an asbestos survey of these areas will be required.
- Suspect materials discovered after this inspection should be sampled and analyzed to determine asbestos content and to initiate appropriate responses.
- Prior to demolition activities, the property should be inspected for potentially hazardous materials. The identified materials should be removed from the property, and properly disposed of in accordance with federal, state, and local regulations.
- This report should be updated if demolition of buildings covered in this survey does not take place within six months of the date of this survey, i.e. by January 24, 2018.

5.5 SPECIFIC RECOMMENDATIONS

Based on the results of this demolition survey, EE&G has the following specific recommendations:

- Demolition activities shall be conducted in accordance with 40 CFR 61 (NESHAP). It is recommended that contractor personnel receive a copy the EPA guidance document on demolition practices under NESHAP.
- EE&G recommends a walk-through of the property with the owner/owner's representative and the demolition contractor prior to commencement of demolition activities. The demolition contractor should be provided the Pre-Demolition Survey Report, and should inspect the property for unidentified ACM. Unidentified suspect ACM should be sampled and analyzed prior to the start of demolition activities.
- The Florida Department of Environmental Protection (FDEP) requires notification of intent to demolish, regardless of whether ACM is present. Notification must be

EE&G: Asbestos Survey

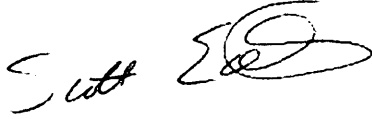
July 24, 2018

sent at least 10 working days prior to the start of demolition activities. The general contractor should also keep a copy of this survey at the demolition site during the entire project as proof of compliance with 40 CFR 61 (NESHAP).

SECTION 6.0

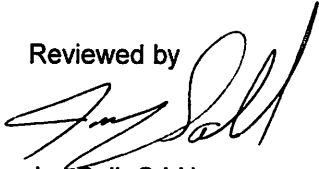
SIGNATURE PAGE

Submitted by



Scott Eickholt
Environmental Technician, EE&G

Reviewed by



Jay Sall, C.I.H
Senior Technical Advisor, EE&G
Asbestos Consultant #AX0000011

APPENDIX A

GENERAL TERMS:

**TYPES OF ASBESTOS-CONTAINING MATERIALS
TYPES OF ASBESTOS-CONTAINING ROOFING MATERIALS
NESHAP CATEGORIES FOR ACM**

TYPES OF ASBESTOS-CONTAINING MATERIALS

Asbestos-Containing Material (ACM)

Asbestos-containing materials, as defined by National Emission Standards for Hazardous Air Pollutants (NESHAP), are materials that have an asbestos content of greater than 1 percent.

Friable Material

Material that can be crumbled or reduced to a powder using normal hand pressure. Nonfriable material is too hard to be crumbled or reduced to a powder without the use of tools. Nonfriable materials may become friable if abraded or broken.

Suspect Materials

There are three broad classes that define suspect, asbestos-containing materials. These are: 1) surfacing material, 2) thermal system insulation, and 3) miscellaneous material. Materials that fit the description of these materials (as described below) are suspected to contain asbestos, until sampled and analyzed.

- **Surfacing Material** - Materials applied by spray or trowel are classified as surfacing materials. Asbestos was used in a variety of surfacing materials for fireproofing, acoustic dampening, condensation control, and decorative purposes. Surfacing materials that contain asbestos usually occur as fireproofing on steel-frame members, textured ceilings, or acoustic plaster ceilings.
- **Thermal System Insulation (TSI) Material** - Chill water, hot water, and steam-generating mechanical systems are frequently insulated with materials that contain asbestos. Pipes may be insulated with a nonasbestos-containing material, but have mastic or plastered joints that contain asbestos. Insulation materials that contain asbestos are generally found in boiler rooms and chiller rooms, in pipe chases in walls, in pipe runs above suspended ceilings, or in crawl spaces under buildings. Insulation covered with an undamaged jacket or wrap is classified as nonfriable. Adhesives used to hold insulation in place or provide an airtight seal are also nonfriable materials. Most other types of thermal insulation are friable.
- **Miscellaneous Material** - Miscellaneous building materials are materials that are used for finishing of interior spaces, or adhesive materials applied to building materials and roofs. These materials have been manufactured with asbestos for strength enhancement, fire retardation, condensation control, acoustical dampening, or corrosion resistance. The most common type of friable miscellaneous material is ceiling tile. Most other miscellaneous materials are nonfriable materials such as vinyl floor tile, adhesives, and cementitious panels (Transite™).

TYPES OF ASBESTOS-CONTAINING ROOFING MATERIALS (ACRM)

Field Membrane

This area is usually the predominant part of the roof deck and is comprised of all nonflashed areas and is applied directly to the roof substrate over an intermediate insulating layer. It usually consists of alternating layers of rolled-out felts and hot tar, topped with more hot tar to waterseal, and gravel. The asbestos, if found, is in one or more of the layers of tar or may be in the felts themselves.

Edge Flashing

This component consists of a cold bull/pitch applied to the substrate around the perimeter of a flat roof deck. An additional 8" - 12" of felt is applied to the bull/pitch to seal the edge of the roof substrate before a 4" - 6" piece of metal drip guard is placed over these materials to counterflash and protect against wind and rain. The field membrane felts are then blended in with the inner edge to conform with the rest of the roof. The asbestos, if found, is in the layers of bull/pitch, tar, or may be in the flashing felts themselves.

Wall Base/Parapet Flashing

This component consists of a cold bull/pitch applied to the roof substrate, adjoining wall base, fan/vent, scupper trough, hatch, chimney, or raised parapet wall. An additional 12" - 48" of felt (often painted silver) is applied to the bull/pitch to seal the edges of the roof substrate, wall(s), or the side or top of the concrete parapet wall. The field membrane felts are then blended in with the inner edge to conform with the rest of the roof. The asbestos, if found, is in the layers of bull/pitch, tar, or may be in the flashing felts themselves.

Roof Fixture Flashing

This component consists of a cold bull/pitch applied to the roof substrate around one of the following fixtures: roof drain, vent-thru-roof stack (VTR), pitch pan, gooseneck vents, mechanical equipment supports, or other roof penetration. An additional sheet of metal counterflashing (extending 4" - 24" from the center) is applied to the bull/pitch to seal the edges to the roof substrate. The field membrane felts are placed over up to the fixture sides to conform with the rest of the roof. The asbestos, if found, is in the layers of bull/pitch, tar, or may be in the flashing felts themselves.

NESHAP CATEGORIES FOR ACM

Regulated ACM (RACM)

ACM that is friable or likely to become friable during renovation or demolition activities is considered to be RACM. These materials must be removed from buildings prior to renovation or demolition activities that will disturb them.

Category I Nonfriable ACM

Resilient flooring, such as vinyl floor tile and rolled vinyl sheeting, valve packings and gaskets, and asphalt (bituminous) roofing materials are classified as Category I Nonfriable materials. If these materials are in good condition, they are not likely to become friable during demolition, and therefore, may remain in place for demolition. However, these materials must be removed prior to renovations if the renovation involves alteration that would render them friable.

Category II Nonfriable ACM

Category II materials are other nonfriable materials that are not classified as Category I. Asbestos cement products and plaster are the most common types of Category II materials. Most Category II materials are likely to become friable during demolition, and therefore, must be removed prior to demolition. These materials must be removed prior to renovations if the renovation involves alteration that would render them friable.

APPENDIX B
LABORATORY ANALYSIS REPORT
PLM RESULTS

AAL
American Asbestos Laboratories

Tuesday, Jul 24 2018, 4:06 PM

REPORT

SENT CITY OF OCALA -GROWTH
MANAGEMENT DEPARTMENT

PREPARED AAL

TO: 201 SE 3RD STREET, 2ND FLOOR
OCALA, FL 34471
AMANDA YODER

BY: Asbestos Department
5005 WEST LAUREL STREET
SUITE 110
TAMPA, FL 33607
NVLAP Lab Code 101775
(813) 287-1005

Phone: 352-629-8481 **Fax:**

Email:

Thank you for your business.

Analysis: Polarized Light Microscopy (PLM) with dispersion staining techniques according to the United States (US) Environmental Protection Agency (EPA) 'Method for the Determination of Asbestos in Bulk Building Materials', EPA/600/R-93-116, July 1993.

Sample Type: BULK

Date in: Friday, July 20, 2018

of Samples: 18

Date out: Tuesday, Jul 24 2018

Work Order# T1807025

Transported: SCOTT EICKHOLT

AAL Project# 2018-4383

Sampled by: SCOTT EICKHOLT

Received by: KIA

Project: 2031 SW 5TH PLACE, OCALA, FL



Authorized Analyst
KHANDAKER ANAM



Laboratory Manager
KHANDAKER ANAM

Due to the small size of asbestos fibers associated with vinyl floor tiles, TEM analysis is recommended for all floor tiles containing <1% or no detectable asbestos by visual estimation.

This report may not be reproduced except in full, without the written approval of AAL. AAL will not be held responsible for the use of its reports issued in part to third parties or authorized agents of the client.

This report shall not be used by the client to claim product endorsement by NVLAP nor any agency of the United States Government. All NVLAP reports displaying NVLAP logo must have at least one signature to be valid.

The following analytical results presented in this report pertain only to the samples analyzed. American Asbestos Laboratories assumes no responsibility for whether the samples accurately represent the material in question

Tuesday, Jul 24 2018, 4:6 PM

AAL

Page 1 of 3

LABORATORY BULK SAMPLE ANALYSIS REPORT

CLIENT: CITY OF OCALA -GROWTH MANAGEMENT DEPARTMENT

PROJECT: 2031 SW 5TH PLACE, OCALA, FL

Work Order: T1807025

Asbestos analysis of bulk materials via EPA 600/R/93/116 Method using Polarized Light Microscopy (PLM).

Dash No.	ANA	DESCRIPTION	LOCATION	Sample No.	PERCENT ASBESTOS FIBERS						%NON-ASB	
					CHRY	AMOS	CROC	TREM	ANTH	OTHER	NON FIB	FIBERS
01 A	KIA	BLACK ASPHALT SHINGLES	ROOF	01	NO ASBESTOS DETECTED						Glass: 10- 15	Other: 85- 90
01 B	KIA	BLACK ASPHALT SHINGLES	ROOF	02	NO ASBESTOS DETECTED						Glass: 10- 15	Other: 85- 90
01 C	KIA	BLACK ASPHALT SHINGLES	ROOF	03	NO ASBESTOS DETECTED						Glass: 10- 15	Other: 85- 90
02 A	KIA	WHITE DRYWALL SYSTEM	LIVINGROOM	04	NO ASBESTOS DETECTED						Cellulose: 10- 15	Other: 85- 90
*Comments:		NO JOINT COMPOUND PRESENT										
02 B	KIA	WHITE DRYWALL SYSTEM	BEDROOM	05	NO ASBESTOS DETECTED						Cellulose: 10- 15	Other: 85- 90
*Comments:		NO JOINT COMPOUND PRESENT										
02 C	KIA	WHITE DRYWALL SYSTEM	HALLWAY	06	NO ASBESTOS DETECTED						Cellulose: 10- 15	Other: 85- 90
*Comments:		NO JOINT COMPOUND PRESENT										
03 A	KIA	GREY SMEAR TEXTURE	KITCHEN WALL	07	NO ASBESTOS DETECTED						Cellulose: 1- 2	Other: 98- 99

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Report Continued on Next Page

Exhibit B - Pre-Demolition Asbestos Inspection Report CONTRACT# GRM/190266

Tuesday, July 24, 2018

CLIENT: CITY OF OCALA -GROWTH MANAGEMENT DEPARTMENT

PROJECT: 2031 SW 5TH PLACE, OCALA, FL

Work Order: T1807025

LABORATORY BULK SAMPLE ANALYSIS REPORT CONTINUED

Dash No.	ANA	DESCRIPTION	LOCATION	Sample No.	PERCENT ASBESTOS FIBERS						%NON-ASB	
					CHRY	AMOS	CROC	TREM	ANTH	OTHER	NON FIB	FIBERS
03 B	KIA	GREY SMEAR TEXTURE	KITCHEN WALL	08	NO ASBESTOS DETECTED						Cellulose: 1-2	Other: 98-99
03 C	KIA	GREY SMEAR TEXTURE	KITCHEN WALL	09	NO ASBESTOS DETECTED						Cellulose: 1-2	Other: 98-99
04 A	KIA	BROWN BUMPY TEXTURE	LIVINGROOM	10	NO ASBESTOS DETECTED						Cellulose: 1-2	Other: 98-99
04 B	KIA	BROWN BUMPY TEXTURE	DININGROOM	11	NO ASBESTOS DETECTED						Cellulose: 1-2	Other: 98-99
04 C	KIA	BROWN BUMPY TEXTURE	CORRIDOR	12	NO ASBESTOS DETECTED						Cellulose: 1-2	Other: 98-99
05 A	KIA	BROWN HVAC MASTIC	HVAC CLOSET	13	NO ASBESTOS DETECTED						Cellulose: 1-2	Other: 98-99
05 B	KIA	BROWN HVAC MASTIC	HVAC CLOSET	14	NO ASBESTOS DETECTED						Cellulose: 1-2	Other: 98-99
05 C	KIA	BROWN HVAC MASTIC	HVAC CLOSET	15	NO ASBESTOS DETECTED						Cellulose: 1-2	Other: 98-99

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Report Continued on Next Page

Exhibit B - Pre-Demolition Asbestos Inspection Report CONTRACT# GRM/190266

Tuesday, July 24, 2018

Page 3 of 3

CLIENT: CITY OF OCALA -GROWTH MANAGEMENT DEPARTMENT

PROJECT: 2031 SW 5TH PLACE, OCALA, FL

Work Order: T1807025

LABORATORY BULK SAMPLE ANALYSIS REPORT CONTINUED

Dash No.	ANA	DESCRIPTION	LOCATION	Sample No.	PERCENT ASBESTOS FIBERS						%NON-ASB	
					CHRY	AMOS	CROC	TREM	ANTH	OTHER	NON FIB	FIBERS
06 A	KIA	GREY EXTERIOR BRICK MOLDER	OUTSIDE FOUNDATION	16	NO ASBESTOS DETECTED						Cellulose: 1- 2	Other: 98- 99
06 B	KIA	GREY EXTERIOR BRICK MOLDER	OUTSIDE FOUNDATION	17	NO ASBESTOS DETECTED						Cellulose: 1- 2	Other: 98- 99
06 C	KIA	GREY EXTERIOR BRICK MOLDER	OUTSIDE FOUNDATION	18	NO ASBESTOS DETECTED						Cellulose: 1- 2	Other: 98- 99

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Quality Control Officer

Analytical results pertain only to the sample(s) analyzed. All Samples analyzed were acceptable for analysis.

ABBREVIATIONS: ANA = Analyst; ASB = Asbestos; CHRY = Chrysotile; AMOS = Amosite; CROC = Crocidolite; TERM = Term/Act; ANTH = Anthophyllite;
 ACT = Actinolite; AL = Aluminum; BLK = Black; BACK = Backing; BL = Blue; BRN = Brown; C = Cellulose; CALC = Calcareous; CPT = Carpet; CTL = Ceiling Tile;
 CEM = Cement; COV = Cover; DEB = Debris; FG = Fiberglass; FIB = Fibrous; MAS = Mastic; MAT = Material; MIC = Micaceous; MW = Mineral Wool; ORG = Orange;
 PAI = Paint; PAP = Paper; PL = Plaster; PLAS = Plastic; PWDR = Powder; RCF = Refractory Ceramic Fiber; RUB = Rubber; SIL = Silver; SR = Sheet Rock; S = Synthetic;
 SUB = Substance; TEXT = Textured; TR = Trace; TRAN = Transite; TREM = Tremolite; VERM = Vermiculite; VYL = Vinyl; W = Wollastonite; WH = White; YEL = Yellow.

Exhibit B - Pre-Demolition Asbestos Inspection Report CONTRACT# GRM/190266

T1807025

AAL American Asbestos Laboratories
5005 West Laurel Street, Suite 110
Tampa, Florida 33607

**BULK TRANSMITTAL FORM
CHAIN OF CUSTODY**

CLIENT: City of Ocala
CLIENT CONTACT: Ms. Amanda Yoder
DATE COLLECTED: 7-20-18
DATE SENT: _____
STOP AT FIRST POSITIVE: N (circle one)

PROJECT: 2031 SW 5th Place Ocala, FL
PROJECT NUMBER: 2018-4383
BILL GROUP/PHASE: _____
DATE VERBAL NEEDED: ASAP
DATE WRITTEN NEEDED: _____

SAMPLE PREFIX	SAMPLE NUMBER	COLOR	SAMPLE DESCRIPTION	SAMPLE LOCATION
	01	Black	Asphalt shingles	Roof
	02			
	03			
	04	White	Daywall System	living room
	05			bed room
	06			hallway
	07	grey	smeur texture	Kitchen wall
	08			
	09			
	10	Brown	Bumpy texture	living room
	11			dining room
	12			Corridor
	13	Brown	mastic HVAC	HVAC closet
	14			
	15			
	16	Grey	Exterior brick molder	outside foundation
	17			
	18			
	19			
	20			

CHAIN OF CUSTODY:

DATE/TIME
7-20-18

PRINT NAME/SIGNATURE
Scott Eickholt [Signature]

PURPOSE

C
 T
 A

C= Collection T= Transportation A= Analysis

RECEIVED
JUL 20 2018

BY: [Signature]

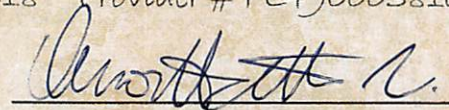
APPENDIX C
CERTIFICATES

Vern Roberts Environmental Training, Inc.
13987 94th Avenue N Seminole, FL 33776
727-593-3067
Asbestos Survey & Mechanical (Inspector) Initial
Training

This is to Certify that
Scott A. Eickholt

Training was in accordance with Title II of TSCA, 40 CFR Part
763. Appendix C to Subpart E as revised
Date of Examination 5/9/2018

Date of Course: 5/7/2018-5/9/2018
Expiration Date 5/9/2019
Certificate # 05091801
Course # FL490006318 Provider # FL490003810



Instructor



M·E·T·A
 Mayhew Environmental Training Associates
 I N C O R P O R A T E D

Certificate # ME4B9C67E6EF664F3

Randy Alonso

*has on 3/15/2018, in Tampa, FL
 completed the requirements for asbestos accreditation under Section 206 of TSCA Title II, 15 USC 2646*

4-hr. Asbestos Building Inspector Refresher

*as approved by FL
 and the US EPA under 40 CFR 763 (AHERA)
 from 3/15/2018 to 3/15/2018 and passed the associated exam on 3/15/2018
 with a score of at least 70%*



Training Provider #: FL49-0001221
 Course #: 180315ASBIRFL781

SSN: XXX-XX-4421
 Expiration: 3/15/2019

P.O. Box 786 - Lawrence, KS. 66044 - 800.444.6382
 www.metaenvironmental.net

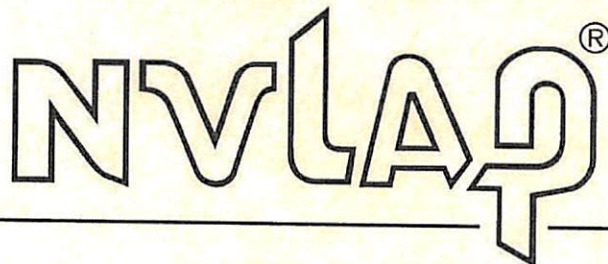
Dean Althage
 Instructor

Thomas Mayhew
 President

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Exhibit B - Pre-Demolition Asbestos Inspection Report CONTRACT# GRM/190266

United States Department of Commerce
National Institute of Standards and Technology



Certificate of Accreditation to ISO/IEC 17025:2005

NVLAP LAB CODE: 101775-0

American Asbestos Laboratories, Inc.
Tampa, FL

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

Asbestos Fiber Analysis

*This laboratory is accredited in accordance with the recognized International Standard ISO/IEC 17025:2005.
This accreditation demonstrates technical competence for a defined scope and the operation of a laboratory quality
management system (refer to joint ISO-ILAC-IAF Communique dated January 2009).*

2018-04-01 through 2019-03-31

Effective Dates



A handwritten signature in black ink, appearing to read 'Dana S. Haman'. The signature is written over a horizontal line.

For the National Voluntary Laboratory Accreditation Program



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ASBESTOS LICENSING UNIT
2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783

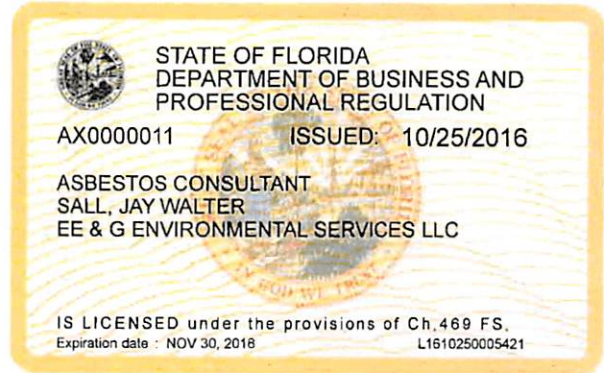
(850) 487-1395

SALL, JAY WALTER
EE & G ENVIRONMENTAL SERVICES LLC
5751 MIAMI LAKES DRIVE
MIAMI LAKES FL 33014

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbecue restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

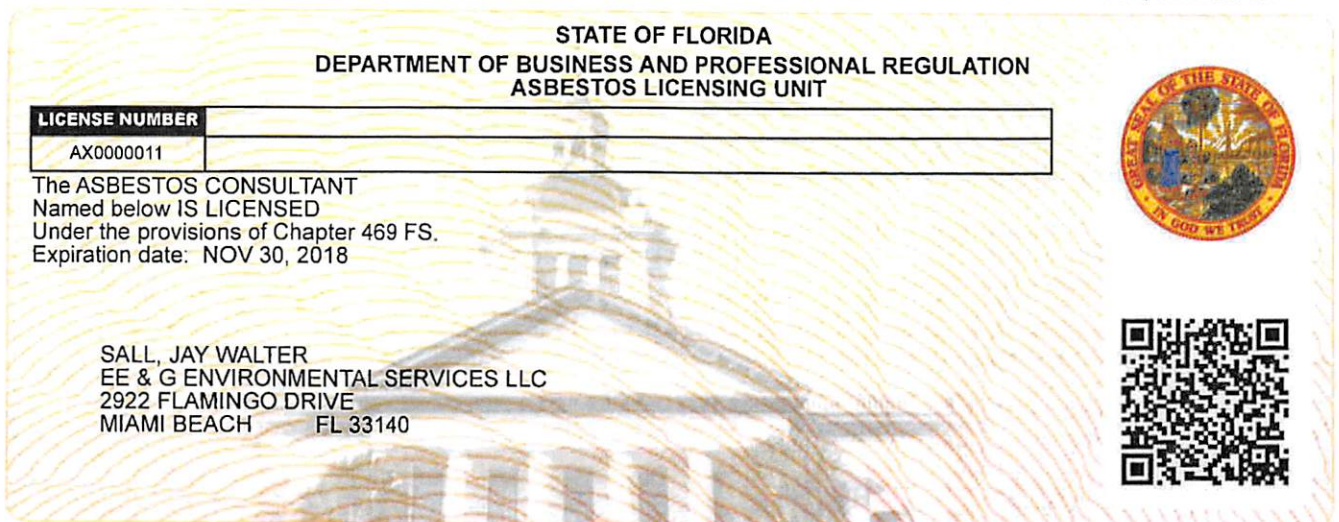
Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY



ISSUED: 10/25/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1610250005421



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
ASBESTOS LICENSING UNIT

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

EE & G ENVIRONMENTAL SERVICES LLC

JAY W SALL
5751 MIAMI LAKES DRIVE EAST
MIAMI LAKES FL 33014

LICENSE NUMBER: ZA344

EXPIRATION DATE: NOVEMBER 30, 2019

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Exhibit B - Pre-Demolition Asbestos Inspection Report CONTRACT# GRM/190266

