

AGREEMENT FOR DEMOLITION AND REMOVAL OF STRUCTURE AT 1007 NE 19TH STREET

THIS AGREEMENT FOR DEMOLITION AND REMOVAL OF STRUCTURE AT 1007 NE 19TH STREET ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **COLBERT CONSTRUCTION, INC.**, a for-profit corporation duly organized and authorized to do business in the State of Florida (EIN: 20-3418975) ("Contractor").

WHEREAS, on May 4, 2020, City issued a Request for Quotation ("RFQ") for the demolition and removal of a structure at 1007 NE 19th Street, RFQ No.: GRM/200273 (the "Solicitation"); and

WHEREAS, a total of two (2) firms responded to the Solicitation and, after consideration of price and other evaluation factors set forth in the Solicitation, the quote submitted by Contractor was found to be the lowest; and

WHEREAS, Contractor was chosen as the intended awardee to provide the services for the demolition and removal of a structure at 1007 NE 19th Street (the "Project"); and

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

1. **RECITALS.** City and Contractor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **CONTRACT DOCUMENTS.** The contract documents which comprise the entire understanding between City and Contractor shall only include: (a) this Agreement; (b) those documents listed in this section as Exhibits to this Agreement; and (c) the City's Solicitation for the Project and the bid submitted by Contractor in response to same (the "Solicitation Documents"). 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-2)
- Exhibit B: Asbestos Survey Report (B-1 through B-27)
- Exhibit C: Photos of Property (C-1 through C-2)

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

3. **SCOPE OF SERVICES.** Contractor shall provide all materials, labor, supervision, tools, accessories, equipment, permits, fees, testing, inspections, certifications, and all other things necessary for Contractor to perform its obligations under this Agreement as set forth in the attached **Exhibit A - Scope of Work** and the Solicitation Documents. **Upon contract execution, salvage rights belong to the Contractor. Salvage by the Contractor is not allowed prior to the issuance of the City's Notice to Proceed.** In the event of a conflict between this Agreement and the Solicitation Documents, this Agreement and all of its Exhibits shall be given precedence to resolve any identified inconsistency. The Scope of Work and/or pricing under this Agreement may only be adjusted by written amendment executed by both parties.
4. **COMPENSATION.** City shall pay Contractor a lump sum amount of **SEVEN THOUSAND, TWO HUNDRED NINETY-FIVE AND NO/100 DOLLARS (\$7,295)** (the "Contract Sum") as full and complete compensation for the timely and satisfactory completion of the work.
 - A. **Invoice Submission.** All invoices submitted by Contractor shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. Contractor shall submit the original invoice through the responsible City Project Manager at: **City of Ocala Growth Management Department**, Attn: **James Pogue, 201 SE 3rd Street, Second Floor, Ocala, Florida 34471**, E-Mail: **jpogue@ocalafl.org**. Weight tickets from a certified landfill must be included with all invoices submitted by Contractor.
 - B. **Progress Report and Progress Schedule.** A progress report and updated project schedule must be submitted with each monthly pay request indicating the Percent of Services Completed to date. This report will serve as support for payment to Contractor and the basis for payment in the event project is suspended or abandoned.
 - C. **Payment of Invoices by City.** The City Project Manager must review and approve all invoices prior to payment. City Project Manager's approval shall not be unreasonably withheld, conditioned, or delayed. Payments by City shall be made no later than the time periods established in section 218.735, Florida Statutes.
 - D. **Withholding of Payment.** City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Contractor; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; or (iii) which fails to comply with any term, condition, or other requirement under this Agreement. Any payment withheld shall be released and remitted to Contractor within

THIRTY (30) calendar days of the Contractor's remedy or resolution of the inadequacy or defect.

- E. **Excess Funds.** If due to mistake, or any other reason, Contractor receives payment under this Agreement in excess of what is provided for by the Agreement, Contractor shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within thirty (30) days of Contractor's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgments at the highest rate as allowed by law.
- F. **Tax Exemption.** City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Contractor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Contractor be authorized to use City's Tax Exemption Number for securing materials listed herein.

5. **TIME FOR PERFORMANCE.** Time is of the essence with respect to the performance of all duties, obligations, and responsibilities set forth in this Agreement and the Contract Documents.

- A. Contractor shall commence work no later than **TEN (10)** working days from the date of issuance of a Notice to Proceed for the Project by City.
- B. No work shall commence until Contractor has submitted proof of #62-257.900(1) – Notice of Demolition to Florida Department of Environmental Protection and provided proof of mailing for same to the City Project Manager. Demolition may not begin until **TEN (10)** business days (excluding holidays as observed by the State of Florida) after the confirmed delivery date of said Notice.
- C. **All work shall be substantially completed by Contractor in a manner satisfactory to the City Project Manager within THIRTY (30) days of the start date indicated on the Notice to Proceed and ready for final payment within FIVE (5) days of substantial completion.**
- D. The Time for Performance under this Agreement may only be adjusted by Change Order, in the sole and absolute discretion of City. Any request for an extension of the Time for Performance must be submitted in a writing delivered to the City Project Manager, along with all supporting data, within **SEVEN (7)** calendar days of the occurrence of the event giving rise to the need for adjustment unless the City allows an additional period of time to ascertain more accurate data. All requests for adjustments in the Contract Time shall be determined by City.

- 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.

6. **FORCE MAJEURE.** Neither party shall be liable for delay, damage, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes and labor disputes, acts of war, acts of nature, terrorism, civil unrest, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions, or any other like reason which is beyond the control of the respective party ("Force Majeure"). The party affected by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.

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.

When force majeure circumstances arise, the parties shall negotiate in good faith any modifications of the terms of this Agreement that may be necessary or appropriate in order to arrive at an equitable solution. Contractor performance shall be extended for a number of days equal to the duration of the force majeure. Contractor shall be entitled to an extension of time only and, in no event, shall Contractor be entitled to any increased costs, additional compensation, or damages of any type resulting from such force majeure delays.

7. **INSPECTION AND ACCEPTANCE OF THE WORK.** All services, work, and materials provided by Contractor under this Agreement shall be provided under the direction and to the satisfaction and approval of the Project Manager.

- A. The Project Manager shall decide all questions regarding the quality, acceptability, or workmanship performed, the rate of progress of the work, and the acceptable fulfillment of the Agreement, in his or her sole discretion, based upon both the requirements set forth by City and the information provided by Contractor in its bid. The authority vested in the Project Manager pursuant to this paragraph shall be confined to the direction or specification

of what is to be performed under this Agreement and shall not extend to the actual execution of the work.

B. Neither the Project Manager’s review of Contractor’s work nor recommendations made by Project Manager pursuant to this Agreement will impose on Project Manager any responsibility to supervise, direct, or control Contractor’s work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident Contractor’s furnishing and performing the work.

8. **TERMINATION AND DEFAULT.** Either party, upon determination that the other party has failed or refused to perform or is otherwise in breach of any obligation or provision under this Agreement or the Contract Documents, may give written notice of default to the defaulting party in the manner specified for the giving of notices herein. Termination of this Agreement by either party for any reason shall have no effect upon the rights or duties accruing to the parties prior to termination.

A. **Termination by City for Cause.** City shall have the right to terminate this Agreement immediately, in whole or in part, upon the failure of Contractor to carry out any obligation, term, or condition of this Agreement. City’s election to terminate the Agreement for default shall be communicated by providing Contractor written notice of termination in the manner specified for the giving of notices herein. Any notice of termination given to Contractor by City shall be effective immediately, unless otherwise provided therein, upon the occurrence of any one or more of the following events:

- (1) Contractor fails to timely and properly perform any of the services set forth in the specifications of the Agreement;
- (2) Contractor provides material that does not meet the specifications of the Agreement;
- (3) Contractor fails to complete the work required within the time stipulated in the Agreement; or
- (4) Contractor fails to make progress in the performance of the Agreement and/or gives City reason to believe that Contractor cannot or will not perform to the requirements of the Agreement.

B. **Contractor’s Opportunity to Cure Default.** City may, in its sole discretion, provide Contractor with an opportunity to cure the violations set forth in City’s notice of default to Contractor. Contractor shall commence to cure the violations immediately and shall diligently and continuously prosecute such cure to completion within a reasonable time as determined by City. If the violations are not corrected within the time determined to be

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

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

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

9. **LIQUIDATED DAMAGES FOR LATE COMPLETION.** The parties agree that it would be extremely difficult and impracticable under the presently known facts and anticipated circumstances to ascertain and fix the actual damages that City and its residents would incur should Contractor fail to achieve 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 (\$100.00)** per day for each calendar day of unexcused delay in achieving Substantial Completion beyond the date specified for Substantial Completion in the Contract Documents. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the time specified in the Contract Documents for Final Completion and readiness for final payment or any proper extension thereof granted by City, Contractor shall pay City, as liquidated damages and not as a penalty, additional sum of **ONE HUNDRED AND NO/100 DOLLARS (\$100.00)** per day for each calendar day of unexcused delay in achieving completion and readiness for final payment.

A. **No Waiver of Rights or Liabilities.** Permitting Contractor to continue and finish the work, or any part thereof, beyond the dates specified for Substantial Completion and/or Final Completion and readiness for final payment shall not operate as a waiver on the part of the City of any of its rights under this Agreement. Any liquidated damages assessed pursuant

to this section shall not relieve Contractor from liability for any damages or costs of other contractors caused by a failure of Contractor to complete the work as agreed.

- B. **Right to Withhold or Deduct Damages.** When liquidated damages are due and owing, City shall have the right to: (1) deduct the liquidated damages from any money in its hands or from any money otherwise due or to become due to Contractor; or to (2) initiate any applicable dispute resolution procedure for the recovery of liquidated damages within the times specified under this Agreement.
 - C. **Non-Cumulative.** The parties agree and understand that the amounts set forth under this section for liquidated damages are not cumulative with one another. The amount set forth as liquidated damages for Contractor's failure to achieve Substantial Completion shall be assessed upon default and continue until Substantial Completion is attained. The amount set forth as liquidated damages for Contractor's failure to achieve Final Completion and readiness for payment shall be assessed after Substantial Completion is attained and apply until Final Completion is attained.
 - D. **Additional Costs.** In addition to the liquidated damages set forth under this section, Contractor agrees to pay all costs and expenses incurred by City due to Contractor's delay in performance to include inspection fees, superintendence costs, and travel expenses.
 - E. **Injunctive Relief.** The parties acknowledge that monetary damages may not be a sufficient remedy for Contractor's failure to achieve Substantial Completion or Final Completion in accordance with the terms of this Agreement, and that City shall be entitled, in addition to all other rights or remedies in law and equity, to seek injunctive relief.
10. **CONTRACTOR WARRANTY.** Contractor warrants to City that all materials and work shall be of good quality, free from faults and defects in workmanship, and in conformance with the Contract Documents for a period of **TWO (2)** years from the date of final payment by City. Contractor shall, at its own expense, correct any defect, loss, expense, or other damages arising from its work and shall defend any claims related to same.
 11. **PERFORMANCE EVALUATION.** At the end of the contract, City may evaluate Contractor's performance. Any such evaluation will become public record.
 12. **NOTICE REGARDING FAILURE TO FULFILL AGREEMENT.** Any contractor who enters into an Agreement with the City of Ocala and fails to complete the contract term, for any reason, shall be subject to future bidding suspension for a period of **ONE (1)** year and bid debarment for a period of up to **THREE (3)** years for serious contract failures.

13. **CONTRACTOR REPRESENTATIONS.** Contractor expressly represents that:

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

14. **CONTRACTOR RESPONSIBILITIES.** Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of the Contractor:
- A. Contractor shall competently and efficiently supervise, inspect, and direct all work to be performed under this Agreement, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents.
 - B. Contractor shall ensure that a Florida licensed asbestos supervisor with current asbestos supervisor training is on site during all operations of the Contractor under this Agreement and ensure all workers performing tasks within a regulated area hold Florida asbestos work licenses and have undergone appropriate asbestos training as required by law.
 - C. Contractor shall be solely responsible for the means, methods, techniques, sequences, or procedures of construction and safety precautions or programs incident thereto.
 - D. Contractor shall be responsible to see that the finished work complies accurately with the contract and the intent thereof.
 - E. Contractor shall comply with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement, to include obtaining all permits, licenses, and other authorizations necessary for the prosecution of the work, and be responsible for all costs associated with same.
 - F. Contractor shall operate and cause all construction equipment and materials supplied for or intended to be utilized in the Project to be operated and stored in only those areas prescribed by City. This includes the operations of workmen.
 - G. Contractor shall be fully responsible for receipt, inspection, acceptance, handling, and storage of all construction equipment and materials supplied for or intended to be utilized in the Project, whether furnished by Contractor or City. Contractor shall be responsible for providing adequate safeguards to prevent loss, theft, damage, or commingling with other materials or projects.
 - H. Contractor shall continue its performance under this Agreement during the pendency of any dispute or disagreement arising out of or relating to this Agreement, except as Contractor and City may otherwise agree in writing.
15. **NO EXCLUSIVITY.** It is expressly understood and agreed by the parties that this is not an exclusive agreement. Nothing in this Agreement shall be construed as creating any exclusive arrangement with Contractor or as prohibit City from either acquiring similar, equal, or like goods and/or services or from executing additional contracts with other entities or sources

16. **STORAGE OF MATERIALS/EQUIPMENT.** Contractor shall be fully responsible for receipt, inspection, acceptance, handling, and storage of equipment and materials (whether furnished by Contractor or City) to be utilized in the performance of or incorporated into the work.
17. **RESPONSIBILITIES OF CITY.** City or its Representative shall issue all communications to Contractor. City has the authority to request changes in the work in accordance with the terms of this Agreement and with the terms in **Exhibit A**. City has the authority to stop work or to suspend any work.
18. **COMMERCIAL AUTO LIABILITY INSURANCE.** Contractor shall procure and maintain, for the life of this Agreement, commercial auto liability insurance covering all automobiles owned, non-owned, hired, and scheduled by Contractor with a combined limit of not less than One Million Dollars (\$1,000,000) for bodily injury and property damage for each accident. Contractor shall name City as an additional insured under the insurance policy.
19. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Contractor shall procure and maintain, for the life of this Agreement, commercial general liability insurance with minimum coverage limits not less than:
 - A. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate limit 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 limit for products and completed operations.
 - C. Coverage for contractual liability is also required.
 - D. City, a political subdivision of the State of Florida, and its officials, employees, and volunteers shall 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 Contractor. The coverage shall contain no special limitation on the scope of protection afforded to City, its officials, employees, or volunteers.
20. **POLLUTION LIABILITY INSURANCE.** If not otherwise included in Contractor’s Commercial General Liability Insurance coverage, Contractor shall procure and maintain, for a period of **THREE (3)** years after final completion of the Work under this Agreement, pollution liability insurance coverage for claims arising from the discharge, dispersal, release, or escape of any irritant or contaminant into or upon land, any structure, the atmosphere, watercourse, or body of water, including groundwater, in an amount not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate limit. This shall include coverage

for claims of: (a) clean up, either on-site or off site; (b) third party liability, including bodily injury, property damage, natural resource damage, third party property loss of use/revenue, and clean up; and/or (c) costs incurred for the investigation, defense, or settlement of claims.

21. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Contractor shall procure and maintain, for the life of this Agreement, Workers' Compensation insurance and employer's liability insurance in amounts required by applicable statutes. Contractor shall ensure any and all subcontractors have coverage as required by applicable statutes. Contractor is not required to name City as an additional insured under the policies, but a subrogation waiver endorsement is required. Exceptions and exemptions may be allowed by City's HR/Risk Director, so long as they are in accordance with Florida Statute.

22. **MISCELLANEOUS INSURANCE PROVISIONS.**

A. Insurance Requirements. These insurance requirements shall not relieve or limit the liability of Contractor. 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) of Insurance have been provided.** Work shall not continue after expiration (or cancellation) of the Certificates of Insurance and shall not resume until new Certificate(s) of Insurance have been provided. Insurance written on a "Claims Made" form is not acceptable without consultation with City of Ocala Risk Management.

B. Deductibles. Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by City. Contractor is responsible for the amount of any deductible or self-insured retention.

C. Certificates of Insurance. 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. Shown on the certificate as the certificate holder should be: **City of Ocala, Contracting Department, 3rd Floor, 110 SE Watula Ave, Ocala, FL 34471.** Renewal certificates must also be forwarded to the Contracting Department prior to the policy expiration. **TEN (10)** days written notice must be provided to the City in the event of cancellation.

*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 to be endorsed to include a severability of interests/cross liability provision so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.

23. **SAFETY/ENVIRONMENTAL.** Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

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

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

24. **TRAFFIC CONTROL AND BARRICADES.** The Contractor shall mitigate impact on local traffic conditions to all extents possible. The Contractor is responsible for establishing and maintaining appropriate traffic control and barricades. The Contractor shall provide sufficient signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic at all locations where work is being done under this Agreement.

- A. In addition to the requirements set forth in bid, the Contractor shall maintain at all times a good and sufficient fence, railing or barrier around all exposed portions of said work in such a manner as to warn vehicular and pedestrian traffic of hazardous conditions.
- B. Should the Contractor fail to properly barricade his work or stored material sites in the manner outlined above, the City may have the necessary barricading done, and all cost incurred for said barricading shall be charged to the Contractor.

25. **WORK SITE AND CLEANUP.** Daily, during the progress of the work, Contractor shall keep the premises free from accumulations of waste materials, rubbish, and all other debris resulting from the work. At the completion of the work, Contractor shall remove all waste materials, rubbish, and debris from and about the premises, as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by City. Contractor shall provide an inventory listing of all surplus materials in an area designated by City. Contractor shall restore to their original condition those portions of the site not designated or alteration by the Contract.
26. **NON-DISCRIMINATORY EMPLOYMENT PRACTICES.** During the performance of the contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, sexual orientation, gender identity, marital or domestic partner status, familial status, or veteran status and shall take affirmative action to ensure that an employee or applicant is afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.
27. **SUBCONTRACTORS.** Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by City or its representatives to any subcontractor of Contractor or any other persons or organizations having a direct contract with Contractor, nor shall it create any obligation on the part of City or its representatives to pay or seek payment of any monies to any subcontractor of Contractor or any other persons or organizations having a direct contract with Contractor, except as may otherwise be required by law. City shall not be responsible for the acts or omissions of any Contractor, subcontractor, or of any of their agents or employees. nor shall it create any obligation on the part of City or its representatives to pay or to seek the payment of any monies to any subcontractor or other person or organization, except as may otherwise be required by law.
28. **DELAYS AND DAMAGES.** The Contractor agrees to make no claim for extra or additional costs attributable to any delays, inefficiencies, or interference in the performance of this contract occasioned by any act or omission to act by the City except as provided in the Agreement. The Contractor also agrees that any such delay, inefficiency, or interference shall be compensated for solely by an extension of time to complete the performance of the work in accordance with the provision in the standard specification.
29. **EMERGENCIES.** In an emergency affecting the welfare and safety of life or property, Contractor, without special instruction or authorization from the City Project Manager, is hereby permitted,

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

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

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

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

35. **AUDIT.** Contractor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.

36. **PUBLICITY.** Contractor shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.
37. **E-VERIFY.** 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.
38. **CONFLICT OF INTEREST.** Contractor is required to have disclosed, with the submission of their bid, the name of any officer, director, or agent who may be employed by the City. Contractor shall further disclose the name of any City employee who owns, directly or indirectly, any interest in Contractor's business or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.
39. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.
40. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.
41. **INDEMNITY.** Contractor shall indemnify City and its elected officials, employees and volunteers against, and hold City and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Contractor, its agents, and employees.

42. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.
43. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by email. All notices shall be addressed to the respective parties as follows:

If to Contractor:

Colbert Construction, Inc.
Attention: Craig Colbert
10205 SE 141st Avenue Road
Ocklawaha, Florida 32179
Phone: 352-342-7743
Email: 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
Email: tkimball@ocalafl.org

Copy to:

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

44. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or

prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.

45. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

46. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.

47. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be 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.

48. **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.
49. **MUTUALITY OF NEGOTIATION.** Contractor and City acknowledge that this Agreement is a result of negotiations between Contractor and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.
50. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
51. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.
52. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
53. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
54. **ELECTRONIC SIGNATURE(S).** Contractor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.
55. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

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

IN WITNESS WHEREOF, the parties have executed this Agreement on the ____ day of _____, 2020.

ATTEST:

CITY OF OCALA

Angel B. Jacobs

Sandra Wilson

Angel B. Jacobs
City Clerk

Sandra Wilson
City Manager

Approved as to form and legality:

COLBERT CONSTRUCTION, INC.

/s/ Robert W. Batsel, Jr.

Craig Colbert

Robert W. Batsel, Jr.
Assistant City Attorney

Craig Colbert
President

Contractor shall demolish and remove a structure located at: 1007 NE 19th Street, Ocala Florida. All work shall be coordinated through City Project Manager, James Pogue, 352-629-8309, e-mail: jpogue@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 the Contractor's expense.
- Any septic tanks shall be pumped, crushed and backfilled, according to City requirements, Florida Building and Plumbing codes, and Marion County Health Department requirements.
- Any water wells shall 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:
<http://ocalafl6.visioninternet.net/Home/ShowDocument?id=2885>
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. 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:

[http://www.dep.state.fl.us/air/rules/forms/asbestos/AsbestosNotificationForm-dep622579001\).pdf](http://www.dep.state.fl.us/air/rules/forms/asbestos/AsbestosNotificationForm-dep622579001).pdf)

9. 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 of the situation.



**PRE-DEMOLITION
ASBESTOS INSPECTION REPORT**

FOR

**VACANT RESIDENCE
1007 NE 19TH STREET
OCALA, FLORIDA 34470**

Prepared for

CITY OF OCALA
GROWTH MANAGEMENT - CODE ENFORCEMENT DIVISION
201 SE 3RD STREET (2ND FLOOR)
OCALA, FLORIDA 34471

Prepared by

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

October 18, 2018
EE&G Project No. 2018-4552

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EE&G: Asbestos Survey

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SECTION 1.0**INTRODUCTION**

EE&G Environmental Services LLC (EE&G) was retained by the City of Ocala Code Enforcement (Client) to conduct an asbestos inspection at a vacant residence located at 1007 NE 19th Street, Ocala, Florida 34470. The inspection was conducted on October 8, 2018, by Thomas Derby 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.

EE&G: Asbestos SurveyOctober 18, 2018**SECTION 2.0****BUILDING DESCRIPTION**

The structure was a single story, wood framed single family home constructed in 1927 (approximately 1,600 square feet) with front and back wooden porches added in 1983 and 1985. Interior walls were wood or drywall. Floors were wood with limited vinyl sheet. Ceilings were drywall or wood. Exterior was wood siding with shingled roof over wood. The heating, ventilation, and air conditioning system did not consist of suspect materials.

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, and the scope of work as indicated in EE&G's proposal, dated August 24, 2018. The

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October 18, 2018

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.

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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.

4.1.1 Asbestos-containing materials

Asbestos was not identified in the sampled materials.

4.1.2 Non- asbestos-containing materials

Asbestos was not detected in the following materials:

- White drywall system.
- Brown vinyl sheet.
- Gray vinyl sheet.
- Brown shingle and felt.
- Brown roll roofing.

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.

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TABLE 1. SURVEY RESULTS FOR CITY OF OCALA, 1007 NE 19th STREET, OCALA, FL 34470

HA	Material Description	Sample ID	HA Location	Approx. Quantity	Asbestos Content	Friability	Condition	NESHAP Category
01	White drywall system	01-03	Walls	NA	NAD	NA	NA	NA
02	Brown vinyl sheet	04-06	Bathroom	NA	NAD	NA	NA	NA
03	Gray vinyl sheet	07-09	Dining room (remnants)	NA	NAD	NA	NA	NA
04	Brown shingle and felt	10-12	Main roof	NA	NAD	NA	NA	NA
05	Brown roll roofing	13-15	Front and back porch roofs	NA	NAD	NA	NA	NA

NA = Not Applicable

NAD = No Asbestos Detected

HA = Homogenous Area

1007 NE 19TH STREET RPT

4-2

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 March 2019.

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.

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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 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).

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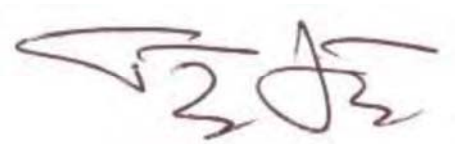
SECTION 6.0
SIGNATURE PAGE

Submitted by



Thomas D Derby
Environmental Technician, EE&G

Reviewed by



Timothy Lentz, P.G.
Senior Technical Advisor, EE&G
Asbestos Consultant #AX84

EE&G: Asbestos Survey

October 18, 2018

APPENDIX A

GENERAL TERMS:

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

EE&G: Asbestos Survey

October 18, 2018

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™).

EE&G: Asbestos SurveyOctober 18, 2018**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.

EE&G: Asbestos SurveyOctober 18, 2018**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.

EE&G: Asbestos Survey

October 18, 2018

APPENDIX B
LABORATORY ANALYSIS REPORT
PLM RESULTS

1007 NE 19TH STREET RPT

AAL
American Asbestos Laboratories

Monday, Oct 15 2018, 1:52 PM

REPORT

SENT CITY OF OCALA -GROWTH
MANAGEMENT DEPARTMENT
TO: 201 SE 3RD STREET, 2ND FLOOR
OCALA, FL 34471
DALE HOLLINGSWORTH

PREPARED AAL

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

Phone: (352) 629-8309 **Fax:**

Email: dhollingsworth@ocalafl.org

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: Tuesday, October 09, 2018

of Samples: 18

Date out: Monday, Oct 15 2018

Work Order# T1810030

Transported: TOM DERBY

AAL Project# 2018-4552

Sampled by: TOM DERBY

Received by: KIA

Project: 1007 NE 19TH STREET



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.

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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

Monday, Oct 15 2018, 1:50 PM

Page 1 of 3

AAL
LABORATORY BULK SAMPLE ANALYSIS REPORT

CLIENT: CITY OF OCALA -GROWTH MANAGEMENT DEPARTMENT

PROJECT: 1007 NE 19TH STREET

Work Order: T1810030

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
01 A	KIA	WHITE DRYWALL SYSTEM Layer1: NO ASBESTOS DETECTED IN WHITE DRYWALL Layer2: NO ASBESTOS DETECTED IN WHITE JOINT COMPOUND	WALLS	01	NO ASBESTOS DETECTED				Other: 85- 90 Cellulose: 10-15	
01 B	KIA	WHITE DRYWALL SYSTEM Layer1: NO ASBESTOS DETECTED IN WHITE DRYWALL Layer2: NO ASBESTOS DETECTED IN WHITE JOINT COMPOUND	WALLS	02	NO ASBESTOS DETECTED				Other: 85- 90 Cellulose: 10-15	
01 C	KIA	WHITE DRYWALL SYSTEM Layer1: NO ASBESTOS DETECTED IN WHITE DRYWALL Layer2: NO ASBESTOS DETECTED IN WHITE JOINT COMPOUND	WALLS	03	NO ASBESTOS DETECTED				Other: 85- 90 Cellulose: 10-15	
02 A	KIA	BROWN VINYL SHEET	BATHROOM	04	NO ASBESTOS DETECTED				Other: 98- 99 Cellulose: 1- 2	
02 B	KIA	BROWN VINYL SHEET	BATHROOM	05	NO ASBESTOS DETECTED IN CLEAR GLUE NO ASBESTOS DETECTED				Other: 98- 99 Cellulose: 1- 2	
					NO ASBESTOS DETECTED IN CLEAR GLUE				Other: 98- 99 Cellulose: 1- 2	

Report Continued on Next Page

Monday, October 15, 2018

CLIENT: CITY OF OCALA -GROWTH MANAGEMENT DEPARTMENT

PROJECT: 1007 NE 19TH STREET

Work Order: T1810030

LABORATORY BULK SAMPLE ANALYSIS REPORT CONTINUED

Dash No.	ANA	DESCRIPTION	LOCATION	Sample No.	PERCENT ASBESTOS FIBERS					%NON-ASB	
					CHRY	AMOS	CROC	TREM	ANTH		OTHER
02 C	KIA	BROWN VINYL SHEET	BATHROOM	06	NO ASBESTOS DETECTED					Other: 98- 99	Cellulose: 1- 2
03 A	KIA	GREY VINYL SHEET (REMNANTS)	DINING	07	NO ASBESTOS DETECTED IN CLEAR GLUE					Other: 85- 90	Cellulose: 10- 15
03 B	KIA	GREY VINYL SHEET (REMNANTS)	DINING	08	NO ASBESTOS DETECTED					Other: 85- 90	Cellulose: 10- 15
03 C	KIA	GREY VINYL SHEET (REMNANTS)	DINING	09	NO ASBESTOS DETECTED					Other: 85- 90	Cellulose: 10- 15
04 A	KIA	BROWN SHINGLE	MAIN ROOF	10	NO ASBESTOS DETECTED					Other: 85- 90	Glass: 10- 15
04 B	KIA	BROWN SHINGLE	MAIN ROOF	11	NO ASBESTOS DETECTED					Other: 85- 90	Glass: 10- 15
04 C	KIA	BROWN SHINGLE	MAIN ROOF	12	NO ASBESTOS DETECTED					Other: 85- 90	Glass: 10- 15

Report Continued on Next Page

Monday, October 15, 2018

Page 3 of 3

CLIENT: CITY OF OCALA -GROWTH MANAGEMENT DEPARTMENT

PROJECT: 1007 NE 19TH STREET

Work Order: T1810030

LABORATORY BULK SAMPLE ANALYSIS REPORT CONTINUED

Dash No.	ANA	DESCRIPTION	LOCATION	Sample No.	PERCENT ASBESTOS FIBERS					%NON-ASB FIBERS
					CHRY	AMOS	CROC	TREM	ANTH	
05 A	KIA	BLACK FELT	MAIN ROOF	104	NO ASBESTOS DETECTED					Cellulose: 10-15 Other: 85- 90
05 B	KIA	BLACK FELT	MAIN ROOF	114	NO ASBESTOS DETECTED					Cellulose: 10-15 Other: 85- 90
05 C	KIA	BLACK FELT	MAIN ROOF	124	NO ASBESTOS DETECTED					Cellulose: 10-15 Other: 85- 90
06 A	KIA	BROWN ROLL ROOFING	FRONT & BACK PORCH	13	NO ASBESTOS DETECTED					Glass: 10-15 Cellulose: 10-15 Other: 70- 80
06 B	KIA	BROWN ROLL ROOFING	FRONT & BACK PORCH	14	NO ASBESTOS DETECTED					Glass: 10-15 Cellulose: 10-15 Other: 70- 80
06 C	KIA	BROWN ROLL ROOFING	FRONT & BACK PORCH	15	NO ASBESTOS DETECTED					Glass: 10-15 Cellulose: 10-15 Other: 70- 80

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 Wood; 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.

T1810030



EE&G Environmental Services, LLC
5005 West Laurel Street, Suite 110
Tampa, Florida 33607

**BULK TRANSMITTAL FORM
CHAIN OF CUSTODY**

CLIENT: City of Ocala
CLIENT CONTACT: Dale Hollingsworth
DATE COLLECTED: 10-8-18
DATE SENT: _____
STOP AT FIRST POSITIVE: N (circle one)

PROJECT: 1007 NE 19th St
PROJECT NUMBER: 2018-4552
PHASE/TASK: Asb Sur-Demo
DATE VERBAL NEEDED: _____
DATE WRITTEN NEEDED: _____

SAMPLE PREFIX	SAMPLE NUMBER	COLOR	SAMPLE DESCRIPTION	SAMPLE LOCATION
	1. 01	white	Drywall system	walls
	2. 02	↓	↓	↓
	3. 03	↓	↓	↓
	4. 04	Brown	Vinyl sheet	Bathroom
	5. 05	↓	↓	↓
	6. 06	↓	↓	↓
	7. 07	Gray	Vinyl sheet	Dining
	8. 08	↓	(remnants)	↓
	9. 09	↓	↓	↓
	10. 10	Brown	shingle & felt	main Roof
	11. 11	↓	↓	↓
	12. 12	↓	↓	↓
	13. 13	Brown	Roll Roofing	Front & back Porch
	14. 14		↓	↓
	15. 15			
	16.			
	17.			
	18.			
	19.			
	20.			

CHAIN OF CUSTODY:
DATE/TIME

10-8-18

PRINT NAME/SIGNATURE

Tom Derby / Tom Derby

PURPOSE

C
 T
 A

C= Collection T= Transportation A= Analysis

RECEIVED
OCT 09 2018
BY: [Signature]

APPENDIX C

PHOTOS



1007 NE 19th Street



HA:01 White drywall system



HA:02 Brown vinyl sheet



HA:03 Gray vinyl sheet



HA:04-05 Brown shingle and felt and brown roll roofing

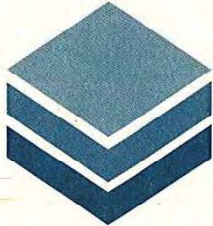
1007 NE 19TH STREET RPT

EE&G: Asbestos Survey

October 18, 2018

**APPENDIX D
CERTIFICATES**

1007 NE 19TH STREET RPT



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

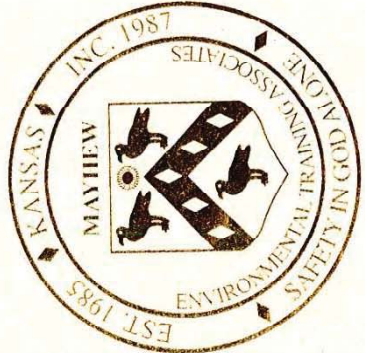
Certificate # ME328583633937488

Thomas Derby

has on 4/9/2018, 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 4/9/2018 to 4/9/2018 and passed the associated exam on 4/9/2018
with a score of at least 70%



Training Provider #: FL49-0001221
Course #: 180409ASBIRFL801

SSN: XXX-XX-3433
Expiration: 4/9/2019

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

Bill Young
Instructor

Thomas Mayhew
President



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

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

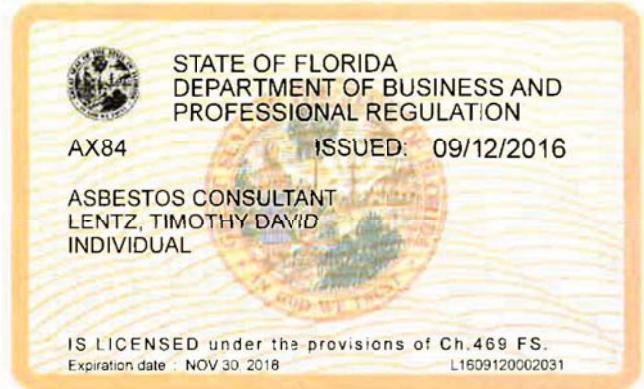
(850) 487-1395

LENTZ, TIMOTHY DAVID
INDIVIDUAL
5751 MIAMI LAKES DRIVE EAST
MIAMI LAKES FL 33014

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RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

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

LICENSE NUMBER	
	AX84

The ASBESTOS CONSULTANT
Named below IS LICENSED
Under the provisions of Chapter 469 FS.
Expiration date: NOV 30, 2018

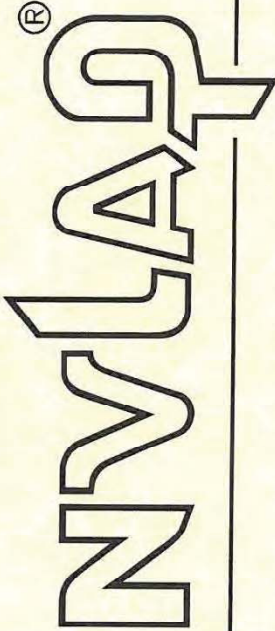
LENTZ, TIMOTHY DAVID
INDIVIDUAL
4017 WEST LAND AVENUE
TAMPA FL 33616

ISSUED: 09/12/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1609120002031

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 Communiqué dated January 2009).

2018-04-01 through 2019-03-31

Effective Dates



[Signature]
For the National Voluntary Laboratory Accreditation Program

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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