



November 22, 2024
NV5 Proposal #: 24-21757.00

Marion County Board of County Commissioners
Facilities Management
Mr. Mike Bates, Assistant Director
2602 Southeast Eighth Street
Ocala, Florida 34471

Re: **Proposal to Conduct a Demolition Level / NESHAP Asbestos Survey**
Silver Springs Manor and RV Park
5401 East Silver Springs Boulevard
Silver Springs, Marion County, Florida 34488

Dear Mr. Bates,

In accordance with your request, the following is NV5's proposal to perform a demolition level asbestos survey at the above-referenced facility. All work performed under this contract will be performed by AHERA Accredited Asbestos Building Inspectors, working under the direction of a Florida Licensed Asbestos Consultant.

It is our understanding that the facility consists of three buildings planned for demolition as follows:

Building 1: single-story, totaling approximately 3,500 square feet and constructed in 1948
Building 2: single-story, totaling approximately 2,200 square feet and constructed in 1965
Building 3: two-stories, totaling approximately 1,800 square feet and constructed in 1965

Roofing and exterior building materials **will** be included in the scope of this project.

The following is the intended scope of work for this project:

- ◆ A review and walkthrough of the survey areas will be performed, and observations of the construction will be noted. Areas of suspect asbestos-containing materials will be identified.
- ◆ Suspect materials will be sampled in accordance with applicable regulations, two to three samples of each identified non-friable suspect material and three samples of each friable suspect material will be collected. Surfacing materials and/or thermal systems insulation, if present, will be sampled in general accordance with the AHERA protocol.
- ◆ Intrusive sampling methods will not be utilized to locate all areas of suspect materials (i.e., wall interior demolition). In addition, if mirrors or fiber-reinforced plastic (FRP) panels are present, NV5 will not break or damage these materials to access underlying materials (i.e., mastics). Mirrors and/or FRP panels will need to be removed prior to NV5's visit to allow for sampling of any mastic; otherwise, the mastic will be assumed to be asbestos-containing in the report.
- ◆ For purposes of this investigation, and in accordance with applicable regulations, any bituminous roofing **will be** surveyed (**if applicable and accessible**). NV5 will make a reasonable attempt to patch sample areas, but we recommend that the Client contact a licensed roofer for patching, in order to maintain the integrity of the roof.
- ◆ Collected samples will be forwarded to a NVLAP accredited laboratory for analysis by Polarized Light Microscopy (PLM), coupled with dispersion staining.

- ◆ Results of the sampling and analysis will be forwarded to you in the form of a written report outlining the findings at the subject facility and any appropriate recommendations. *This report will not include photographs or site plans/drawings. If Client requests these to be prepared as part of the scope, a revised proposal can be prepared.*

The proposed fee to perform the above asbestos consulting services is as follows:

Lump Sum \$3,550.00**

** Includes analysis of up to one hundred and twenty-five (125) samples, utilizing a positive stop protocol for separate Homogeneous Sampling Areas (HSA's) – *standard turnaround*. Additional samples, if required, will be collected and analyzed for a fee of \$15.00 each, only upon written authorization from Client.

This survey covers only those materials that are accessible, and does not include intrusive sampling such as areas and materials that may be located behind walls, between floors, above non accessible ceiling tiles, inside HVAC ductwork, buried in the dirt of crawl areas, non-accessible rooms, etc.

If suspect materials are encountered from within non accessible/enclosed areas during the renovation or demolition process work should immediately stop, the suspect material should be tested for asbestos, and if positive, NV5 should be consulted with how to treat these materials. NV5 will be held harmless for any disturbances of asbestos containing materials that were located within non-accessible/enclosed areas.

AUTHORIZATION

All services will be conducted in accordance with this Proposal and the attached General Terms and Conditions. To initiate services, please complete and sign the attached Proposal Acceptance Form or provide an executed purchase order referencing the NV5 Proposal Number. Our Proposal will remain valid for acceptance for up to 30-days from the date on this Proposal, after which, we reserve the right to modify the Proposal, scope and fees.

We appreciate the opportunity to bid on this project. If you should have any questions or special instructions, please do not hesitate to contact us at any time.

Sincerely,
NV5, Inc.

Florida Asbestos Business License #ZA-419



Candice Wilkins Zammataro, CIH, CIEC, MRSA
Senior Industrial Hygiene Manager



PROPOSAL ACCEPTANCE AGREEMENT

Services: **Demolition Level / NESHAP Asbestos Survey**
Client: **Marion County Board of County Commissioners**
Project: **Silver Springs Manor and RV Park**
Project Location: **5401 East Silver Springs Boulevard, Silver Springs, FL 34488**

Proposal No.: **24-21757.00**
Proposal Date: **November 22, 2024**
Lump Sum: **\$3,550.00**

APPROVAL & PAYMENT OF CHARGES: *Invoices will be charged and sent to the account of:*

Firm: _____

Attention: _____

Address: _____

Email: _____

Telephone: _____ Fax: _____

PROPOSAL ACCEPTED BY:

AUTHORIZED SIGNATURE: _____

NAME & TITLE: _____

DATE ACCEPTED: _____

PAYMENT TERMS: Balance is due at the time of report delivery
Please remit payments to: PO Box 74008680, Chicago, IL 60674-8680

PROPERTY OWNER IDENTIFICATION (If other than above)

Name: _____

Address: _____

Telephone: _____ Fax: _____

This Proposal Acceptance Agreement, the scope of services outlined in the proposal, Schedule of Fees, and standard terms and conditions constitute the entire agreement between the Client and NV5, and supersede all prior written or oral understandings.



GENERAL TERMS AND CONDITIONS

1.0 SCOPE OF WORK

NV5, Inc. ("NV5") shall only be required to perform the services specified in this contract and Client shall compensate NV5 at the rates shown on the attached fee schedules. Any estimate of time and materials shall not be considered as a fixed price, but only an estimate (unless otherwise specifically stated in this contract). NV5 will provide additional services at the listed standard rates. Unless otherwise stated in the proposal, NV5 must receive acceptance of the proposal within ninety (90) days, or the proposal may no longer be valid.

2.0 RIGHT OF ENTRY

Client grants to NV5 the right of entry to the project site by its employees, agents and subcontractors, to perform the service and represents that it has obtained the needed permits and licenses for the proposed work. If Client does not own the site, Client warrants and represents to NV5 that it has the authority and permission of the owner and occupant to the site to grant right of entry to NV5.

3.0 INSURANCE & GENERAL LIABILITY

NV5 maintains Commercial General Liability and Professional Liability and Worker's Compensation Insurance in compliance with the laws of the State having jurisdiction over the individual employees of NV5. Certificates for such policies of insurance shall be provided to Client upon request.

4.0 OWNERSHIP OF DOCUMENTS

All materials and documents produced, created or obtained by NV5 under this contract, are instruments of NV5's service, but shall be property of Client. NV5 shall have the right to retain copies of all such materials. Unless otherwise specified, NV5 shall have no obligation to retain any documents for more than one (1) year or as required by applicable law, whichever is longer governing.

5.0 STANDARD OF CARE

The services shall be performed in accordance with generally accepted industry principles and practices, consistent with a level of care and skill ordinarily practiced by reputable members of the profession currently providing similar services under similar conditions. EXCEPT AS SET FORTH HEREIN, NV5 MAKES NO OTHER REPRESENTATION, GUARANTEE, OR WARRANTY, EXPRESSED OR IMPLIED, IN FACT OR BY LAW, WHETHER OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR OTHERWISE, CONCERNING ANY OF THE SERVICES WHICH MAY BE FURNISHED BY NV5 TO CLIENT. Client agrees to give NV5 written notice of any breach or default under this section and to give NV5 a reasonable opportunity to cure such breach or default claimed, without the payment of additional fees to NV5 as a condition precedent to any claim for damages.

6.0 BILLING AND PAYMENT

Client shall pay NV5 the lump sum amount indicated in the Proposal, or, if no lump sum amount is indicated, in accordance with the schedule of fees or charges as agreed to in the Proposal. Backup documentation on invoices will not be available unless prior arrangements have been made. Prior to initiation of the Services, Client is required to remit any retainer specified in the Proposal. NV5 will submit to Client invoices for the balance due, which shall be due and payable immediately upon submission, or will be deducted from the retainer if applicable. If Client objects to all or any portion of any invoice, Client will so notify NV5 in writing within ten (10) calendar days of the invoice date, identify the cause of disagreement, and immediately pay that portion of the invoice not in dispute. In the absence of written notification described above, the balance as stated on the invoice shall be deemed accepted. Client shall pay an additional charge of one and

one-half (1.5) percent per month (or the maximum percentage allowed by law, whichever is greater) on any delinquent amount. Payment thereafter will first be applied to accrued interest and then to the principal unpaid amount. NV5 shall be entitled to recover for all costs and expenses incurred (including any attorney's fees) in connection with collection of any delinquent amount. NV5's rates are periodically revised. Unless otherwise agreed, new rates apply to ongoing work as such rates are issued. Should NV5 be subpoenaed or called upon to testify for or on behalf of the Client or for consulting services on matters arising out of or related to the Work, Client shall compensate NV5 for its time at a rate of two times (2x) the NV5's standard billing rates..

7.0 RISK ALLOCATION AND LIMITATION OF LIABILITY

No employee or agent of NV5 shall have individual liability to Client. To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of the NV5, and its officers, directors, partners, employees, agents and sub-consultants, and any of them, to the Client and anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to the Project or the agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied, of the NV5, and its officers, directors, employees, agents or sub-consultants, or any of them, shall not exceed the total compensation received by the NV5, for Services provided under this Agreement or \$50,000 whichever is less.

If the results of NV5's services will be used to aid in the development of drawings and specifications for construction, Client agrees to require other design professionals, the contractor and its subcontractors selected for such construction to agree to an identical limitation of NV5's liability for damages suffered by other design professionals, the contractor or subcontractor arising from NV5's professional acts, errors or omissions.

8.0 TERMINATION

Either party may suspend performance immediately upon becoming aware of a breach of the terms of this contract by the other party and provide notice of its intention to terminate. In the event NV5 determines there may be a significant risk that NV5's invoices may not be paid on a timely basis, NV5 may suspend performance and/or retain any reports or other information until Client provides NV5 with adequate assurances of payment. The filing of a voluntary or involuntary bankruptcy petition, appointment of a receiver, assignment for the benefit of creditors or other similar act of insolvency shall constitute a breach. Termination will become effective fourteen (14) days after receipt of notice by the breaching party unless the event(s) giving rise to the breach are remedied within that timeframe, or the party seeking termination revokes its notice. Either party may, without cause, terminate this contract upon providing thirty (30) days written notice to the other.

9.0 ASSIGNS

This contract may be amended only by written instrument and signed by both parties. Client shall not assign this proposal or any reports or information generated pursuant to this proposal without the written consent of NV5.

10.0 CONFLICTS

Should any element of the Terms and Conditions deemed in conflict with any element of the proposal/contract, unless the proposal/contract clearly voids the conflicting element in the Terms and Conditions, wording of the Terms and Conditions shall govern. Any element of this agreement later held to violate a law or regulation shall be deemed void, but all remaining provisions shall continue in force. The Terms and Conditions set forth

herein shall survive the termination of this contract. No action may be brought against NV5 arising from the performance of services under this contract, whether for breach of contract, tort or otherwise, unless NV5 shall have received within six months (6) months after completion of services under this contract a written notice specifying the alleged defects in NV5's performance or other breach.

11.0 SAFETY

NV5's responsibility for the safety on site shall be limited to its own personnel and its subcontractor and any other persons who are directly involved with NV5's work on site. This shall not be construed to relieve Client or any of its contractors from their responsibilities for maintaining a safe jobsite. Neither the professional activities of NV5, nor the presence of NV5's employees and its subcontractors shall be construed to imply NV5 has any responsibility for any activities on site performed by personnel other than employees or subcontractors. Additionally, NV5 shall, if so requested, reasonably comply with the requirements of any applicable health and safety plan provided by the Client.

12.0 DISPUTE RESOLUTION

The Client shall make no claim for professional negligence, either directly or by way of a cross complaint against the Consultant, unless the Client has first provided the Consultant with a written certification executed by an independent consultant currently practicing in the same discipline as the Consultant and licensed in the State where the Project is located. This certification shall: (a) contain the name and license number of the certifier; (b) specify the acts or omissions that the certifier contends are not in conformance with the standard of care for a consultant performing professional services under similar circumstances; and (c) state in detail the basis for the certifier's opinion that such acts or omissions do not conform to the standard of care. All claims, disputes, controversies or matters in question arising out of, or relating to, this Agreement or any breach thereof, including but not limited to disputes arising out of alleged breaches of contract, errors, omissions, or acts of professional negligence, (collectively "Disputes") shall be submitted to mediation before and as a condition precedent to pursuing any other remedy. Upon written request by either party to this Agreement for mediation of any dispute, Client and Consultant shall select a neutral mediator by mutual agreement. Such selection shall be made within ten (10) calendar days of the date of receipt by the other party of the written request for mediation. In the event of failure to reach such agreement or in any instance when the selected mediator is unable or unwilling to serve and a replacement mediator cannot be agreed upon by Client and Consultant within ten (10) calendar days, a mediator shall be chosen as specified in the Mediation Rules of the American Arbitration Association then in effect, or any other appropriate rules upon which the parties may agree. Any cause of action brought against Consultant shall be brought within one year of the work or Services performed under this Agreement. Venue for all disputes shall be Broward County, Florida.

13.0 WAIVER OF CONSEQUENTIAL DAMAGES

In no event shall either party be liable to the other party of any consequential, incidental, or indirect damages including, though not limited to, loss of income, loss of profits, loss or restriction of use of property, or any other business losses regardless as to whether such damages are caused by breach of contract or warranty, negligent act or omission or other wrongful act.

14.0 DELAYS IN WORK

NV5 will charge Client at standard rates for stand-by or non-productive time for delays in NV5's work caused by Client or Client's contractors unless otherwise specifically provided for in the contract.

15.0 FAILURE TO FOLLOW RECOMMENDATIONS

Client will not hold NV5 liable for problems that may occur if NV5's recommendations are not followed and waives any claim against NV5, and agrees to defend, indemnify and hold NV5 harmless from any claim or

liability for injury or loss that results from failure to implement NV5's recommendations.

16.0 FORCE MAJEURE

Neither Client nor NV5 shall hold the other responsible for damages or delays in performance caused by events beyond the control of the other party and which could not reasonably have been anticipated or prevented, including but not limited to, acts of governmental authorities, acts of God, materially different site conditions, wars, riots, rebellions, sabotages, fires, explosions, accidents, floods, strikes or other conceded acts of workers, lockouts, or changes in laws, regulations, or ordinances. The party intending to invoke force majeure shall provide prompt notice to the other party.

17.0 SAMPLING OR TEST LOCATION

Unless otherwise stated, the fees in this proposal do not include costs associated with surveying of the site for accurate horizontal and vertical locations of tests or samples which, when referenced in NV5's report, are based on information furnished by others and/or estimates made by NV5's personnel and are only considered approximations, unless otherwise stated. NV5 may deviate a reasonable distance from any test or sampling location specified by Client.

18.0 ROOF CUTS

If roof cuts are authorized by Client in an asbestos containing materials (ACM) investigation, it is the responsibility of the Client to make the appropriate repairs to these roof cuts using materials consistent with the roofing system and in accordance with any existing material manufacturer's warranties. If a roofing contractor or maintenance personnel selected by the Client are not on the roof to make repairs at the time the samples are obtained, NV5 may make temporary repairs at the time of sampling and inspection which may result in additional charges. NV5's personnel are not certified in roofing repair and NV5 shall therefore under no circumstances be responsible for any water damage to the roofing system, building, or its contents resulting from NV5's temporary repairs.

19.0 GOVERNING LAW AND SURVIVAL

The validity of this Agreement, these terms, their interpretation and performance shall be governed by the laws of the State of Florida. If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Limitations of liability, indemnification, and non-solicitation & hiring of employees shall survive the termination of this Agreement for any reason. The failure of a party hereto at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same. No waiver by a party of any condition or of any breach of any term contained in this Agreement shall be effective unless in writing and signed by the waiving party, and no waiver in any one or more instances shall be deemed to be a continuing waiver of any such condition or breach in other instance or a waiver of any other condition or breach of any other term.

20.0 ENTIRE AGREEMENT

To the extent allowed by law, any agreement that is part of the scope of Consultant's Services and incorporated by reference into this Agreement shall be subordinated to the terms and conditions of this Agreement where they conflict. This Agreement shall be interpreted as though prepared by all parties and shall not be construed unfavorably against either party.