

**Fran McAskill**  
*Director*  
**Procurement Division**



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**Board of County Commissioners**

# NOTICE

November 23, 2016

Polk County, a political subdivision of the State of Florida, requests the submittal of quotes for DQ #17-150, Case Number CE 2016-014.

Questions regarding this demolition quote should be in writing and should reference the above demolition quote number. Submit all questions to Ken Brush, Procurement Specialist, via email at [procurement@polk-county.net](mailto:procurement@polk-county.net) or via fax at (863) 534-6789.

Quotations may be faxed to the Procurement Division, (863) 534-6789 or emailed to Ken Brush at [procurement@polk-county.net](mailto:procurement@polk-county.net) and must be received prior to 10:00 a.m., Friday, December 9, 2016. Quotations received after the stated date and time will not be considered.

Contractors are encouraged:

- To make a site visit prior to submitting their quote.
- Read the Quote Specifications thoroughly for any *changes* or *special instructions*.
- Read changes made to the Instructions section, page 2, Item #6, regarding the presence of asbestos material. If there is any asbestos material present only a Contractor holding a State of Florida Asbestos Contractor's license, licensure type CJC may perform the work.
- Read changes made to the Instructions section, pages 9 & 10, Item # 23, adding requirements for Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3).
- All Section 3 eligible vendors should complete the Section 3 Business Certification found and submit with their quote submittal. (pages 11 and 12)
- All requirements and deadlines provided in this package must be upheld. Failure to comply may result in suspension as provided within this document and the Procurement Procedures.

# INSTRUCTIONS

1. 1. The County shall consider awarding a quote to the Contractor that submits the overall lowest price for demolition services
2. The Procurement Director reserves the right to accept or reject any or all quotes and/or to award on an individual item basis or an overall low, whichever is deemed to be in the best interest of the County.
3. All Contractors shall submit prices on County quotation forms provided in this quote package.
4. Procurement staff will verify licensure and insurance is up to date and meets all requirements prior to award.
5. Any documents not meeting requirements at time of quote submittal must be submitted within five business days after request and prior to award. Failure to provide documentation within the five business days may subject your quote to rejection as non-responsive.
6. When a structure has been deemed NOT to have asbestos material, this quote will only be awarded to a licensed general contractor or a demolition contractor holding current certification. Procurement staff will verify licensure is up to date and active prior to award.
7. **Receiving date is Friday, December 9, 2016, prior to 10:00 a.m.**
8. All prices quoted shall be good for thirty (30) days.
9. If it becomes necessary to revise or amend any part of this quote, an addendum will be issued and will be posted on the County's website at <http://www.polk-county.net/boccsite/doing-business/bids> /. It is the sole responsibility of the bidders to check the website to ensure that all available information has been received prior to submitting a quote.
10. **MISTAKES:** Contractors are required to examine the specifications, delivery schedule, quote prices and all instructions pertaining to the requirements of this quote. Failure to do so shall be at Contractor's risk. No change orders will be granted for failure to fully inspect the entire parcel to accurately quote the project. Any questions regarding work incorporated into project MUST be addressed prior to opening of quote submittals. Questions shall be directed to the Procurement staff member noted on the cover page of this package.
11. **INDEMNIFICATION:** Contractor, to the extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to County), protect and hold the County, and its officers, employees and agents, harmless from and against any and all, claims,

actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses whatsoever (including, without limitation, attorneys' fees, costs, and expenses incurred during negotiation, through litigation and all appeals therefrom) including, without limitation, those pertaining to the death of or injury to any person, or damage to any property, arising out of or resulting from (i) the failure of Vendor to comply with applicable laws, rules or regulations, (ii) the breach by Contractor of its obligations under any Agreement with the County entered into pursuant to this solicitation, (iii) any claim for trademark, patent, or copyright infringement arising out of the scope of Contractor's performance or nonperformance of the Agreement, or (iv) the negligent acts, errors or omissions, or intentional or willful misconduct, of Contractor, its professional associates, subcontractors, agents, and employees; provided, however, that Contractor shall not be obligated to defend or indemnify the County with respect to any such claims or damages arising out of the County's sole negligence. The obligations imposed by this Section shall survive the expiration or earlier termination of the Agreement.

12. **PUBLIC ENTITY CRIME:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract, provide any goods or provide any services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public works; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. (Florida Statutes Section 287.012(a), (16), Section 287.058, paragraph (2)(a) of Section 287.133). The person signing the Quote Sheet hereby certifies that they have complied with said statute.
13. **TERMINATION/SUSPENSION:** The Procurement Director reserves the right to terminate or suspend a vendor, in whole or in part, when it is in the best interest of the County to do so. The Procurement Director, or their designee, shall notify the vendor, in writing, of any such action with notice of the effective date of termination or suspension. This notice shall also specify the state of the work at the time of termination or suspension. Actions that will cause a vendor to be suspended include, but are not limited to:
  - Quality of work
  - Repeated inspections
  - Not completing jobs within the time given
  - Lack of current insurance on file
  - Vandalism
  - Safety
  - Any act of fraud
  - Repeated incomplete or incorrect document submissions

Initial suspension will be a minimum of six months; continued deficiencies will result in termination and deactivation from the County's vendor database, in accordance with Procurement procedures.

14. Vendors must possess a Polk County Local Business Tax Receipt (f/k/a Occupational License) in order to do business with the Polk County Board of County Commissioners. Procurement staff will verify that the successful Contractor possesses a valid Business Tax Receipt prior to award.
15. This document and any resulting purchase orders shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the Courts of Polk County, Florida or the United States District Court, Middle District of Florida located in Hillsborough County, Florida.
16. Safety Requirements: The Contractor shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury or loss to: all employees on the project and other persons who may be affected by it; all of the project work; and all materials or equipment to be incorporated, whether in storage on or off the site. The Contractor shall assume all risk of loss for stored equipment or materials, irrespective of whether the Contractor has transferred the title of the stored equipment or materials to the County. Other property at the site or adjacent to it, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of demolition shall be the responsibility of the Contractor. Any questions regarding compliance with the safety requirements/regulations provision shall be directed to the Polk County Safety and Regulatory Manager, Risk Management Division, (863) 534-5267.

The Contractor is responsible for observing all, DEP and OSHA regulations and shall self-inspect to ensure that this is accomplished. The Contractor shall ensure that all personnel are properly trained and shall be able to provide documentation for their personnel that have attended training courses. Examples of such training courses are: Hazard Communications; Traffic Work Zone Safety; Personal Protective Equipment; First Aid/CPR; Permit Required Confined Space; and Lock Out/Tag Out of Hazardous Energy. All contractors are required to comply with OSHA Standards regardless of the number of employees they may have.

A County representative may periodically monitor work site safety. Should there be safety and/or health violations, classified as Serious, Willful or Criminal/Willful Violations, the County's representative may have the authority, but not the duty, to require the Contractor to correct the violation in an expeditious manner. Inspections shall be based on requirements contained in law. The definitions of serious, willful and criminal/willful violations are as follows:

**Serious Violation:** A serious violation shall be deemed to exist in a place of employment if there is a substantial probability that death or serious physical harm could result from a condition which exists, or from one or more practices, means, methods, operations, or processes which have been adopted or are in use, in such place of employment unless the employer did not, and could not, with the exercise of reasonable diligence, know of the presence of the violation.

**Willful Violation:** May exist where evidence shows that the employer committed an intentional and knowing violation of the Act.

**Criminal/Willful Violation:** A repeat violation of a previously-cited willful violation.

Violation of Serious, Willful or Criminal violation may have the following consequences:

**First violation:** correction may be a verbal warning and the correction shall be done the same day. Written documentation may be maintained by the County. This violation may result in work stoppage until the violation is corrected. The work stoppage shall not entitle the Contractor to additional contract time or compensation.

**Second violation:** this may constitute a breach of contract for safety violations and may result in termination of the contract at the sole discretion of the County. This could also be grounds for suspension or termination.

**Note:** The County Safety and Regulatory Manager or their designee may stop any job to ensure the safety of all concerned.

Should the work site be a hazardous area, the Contractor must provide the County with a copy of the Contractor's Safety Plan to include information concerning hazards such as type or identification of known toxic material, machine hazards, Material Safety Data Sheets (MSDS) or any other information that would assist the Contractor in the planning of a safe work site.

The Contractor shall be aware that while working for the County, representatives from agencies such as the United States Department of Labor (DOL), Occupational Safety and Health Administration (OSHA) and the Division of Safety, State of Florida, DEP are invitees and need not have warrants or permission to enter the work site. These agencies, as well as the County Safety and Regulatory Manager or their designee, enter at the pleasure of the County.

The Contractor shall designate a competent person of its organization whose duty shall be the prevention of accidents at the site. This person shall be the Contractor's Superintendent unless otherwise designated, in writing, by the Contractor to the User

Division. All communications to the Superintendent shall be as binding as if given to the Contractor.

17. Quotes should include pricing for the removal of all structures, slabs, footers, plumbing below grade, any and all septic tanks, and debris, as well as any shrubs, trees, or vegetation in which removal is necessary for the safe demolition of the structure, and any other obstructions associated with the property that fall within the lot dimensions given. Lot should be cleared from all signs of human habitation including any man-made items, unless otherwise specified in the quote package.
18. **PERFORMANCE OF WORK:** All or portions of the work required under this quote may be performed by Subcontractors, exclusive of removal of asbestos containing material, regulated or unregulated. If the successful Contractor plans to use Subcontractor(s) the Contractor must provide a list of **ALL** Subcontractor(s) and the division of work to be performed by each Subcontractor to the Procurement Division for approval **prior to award of the quote**. Proof of insurance and all applicable licensing required to safely perform the scope of work will be required from the Subcontractor(s) prior to the issuance of the Notice to Commence Services. It will be the responsibility of the Prime Contractor to submit this documentation to the Procurement Division after the recap has been issued and prior to award. It is the Prime Contractor's responsibility to inform and provide job specifications to any/all Subcontractor(s) of the job. Any rework required due to negligence or inability of any Subcontractor(s) shall be the responsibility of the Prime Contractor.

The Contractor or their designee must be on site during the performance of this quote and will be fully responsible for all acts and omissions of their Subcontractor(s) and of any persons directly or indirectly employed by them. No changes to Subcontractor(s) used will be allowed after submittal of quote unless otherwise approved by the Procurement Director in advance of any work to be performed. Any Prime Contractor that defaults on this requirement may be suspended as allowed within the Procurement Procedures.

Only duly authorized employees of the Prime Contractor or Subcontractor are allowed to be present on the demolition site. Violations of this requirement will result in a stop work order being issued by the User Division.

Any work performed by the successful Contractor or their Subcontractor(s) must meet all environmental regulations and deadlines stated in the Notice to Commence Services.

Delays as a result of weather events may be cause for an extension of time to the Completion Date established within the Notice to Commence Services. The length of delay and comparable number of days shall be determined by the County. Extension(s) of time shall be on a one-to-one basis.

A delay due to a weather event is defined as an inability to complete any portion of the scope of work due to inclement weather. If the weather prevents outside activity from occurring but the Contractor is able to perform another portion of the scope, a delay is

not justified. The Contractor must request an extension of time to the Completion Date immediately upon the conclusion of the weather event causing the delay. This request may be sent electronically via email.

The weather event shall be of a duration that prevents the Contractor from performing work for a significant portion of the day or that leaves the job site in such a state that the Contractor is unable to continue to work. The County shall be the sole determination of whether the weather event meets the stated criteria contained within this document.

Nothing in the quote document shall create any contractual relationship between any Subcontractor and the County or any obligation to pay or facilitate the payment of any monies due any Subcontractor, except as may otherwise be required by law.

The Closure Package, which shall include all necessary documentation to complete the demolition project must be submitted to the User Division within five (5) business days of the Completion Date stated within the Notice to Commence Services. Any Contractor that does not abide by this timeframe may be subject to suspension as noted within this document and the Procurement Procedures.

Items to be submitted in the Closure Package:

- Final Invoice (original)
- Certificate of Completion (original)
- Checklist (from quote document)
- Final closed permits noted under Section 3., Submittal Requirements After Demolition
  - Final Building Permit
  - Final Septic Tank Abandonment Permit
- Scaled Landfill tickets. Tickets must be completely filled out and include property address. (original)
- Final Unconditional Release of Lien from all Subcontractor(s) (original).
- If the subcontractor listed is not used a letter on company letterhead signed by someone with signature authority must be submitted for the company used (if any).
- Picture of completed project, date and time stamped

For purposes of the Closure Package, “scaled” means that all material delivered to an approved landfill must be weighed on the landfill’s scale for accurate measurement of material.

19. **VENDOR PREFERENCE:** It is the policy of the Board of County Commissioners to afford vendor preference to women and minority owned entities in the award of quotes. Preference shall be administered in accordance with the following:

When written quotations (less than \$50,000.00) are received, and the lowest price is offered by a non-women or minority owned entity located outside of Polk County, and a price is offered by a women or minority owned entity that is within 5% of the lowest

price offered, then the women or minority owned entity shall be given the opportunity to match the lowest price offered, and if agreement to match the lowest price is reached, the women or minority owned entity will be awarded the quote if the women or minority owned entity is otherwise fully qualified and meets all county requirements.

The term "Women or Minority Owned Entity" means any business having at least 51% ownership by women or minority group members who independently control the management and day-to-day operations of the firm. Group members are Females, African Americans, Hispanic Americans, Asian-Pacific Americans, Native Americans, and Asian-Indian Americans.

If a contract is being funded in whole or in part by assistance of any deferral, state or local agency which disallows this form of preference, the County will adhere to those requirements by not applying section.

20. The Closure Package and all required documentation for this project are to be sent via regular mail or hand-delivered to the following address:

Tanya L. Tucker, Housing Demolition and Rehabilitation Manager  
Housing and Neighborhood Development  
1290 Golfview Avenue, Suite 167  
Post Office Box 9005, Drawer HS04  
Bartow, Florida 33831-9005  
Phone: 863-534-5240

21. **UNAUTHORIZED ALIEN(S):** The vendor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation (this includes subcontractors). The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the County. As part of the response to this solicitation, the successful vendor will complete and submit the attached form "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS."

Employers may avail themselves of a program by the U.S. Immigration and Customs Enforcement called E-Verify. E-Verify is an Internet-based system operated by U.S. Citizenship and Immigration Services (USCIS), part of the Department of Homeland Security (DHS), in partnership with the Social Security Administration (SSA). E-Verify is currently free to employers. E-Verify provides an automated link to Federal databases to help employers determine employment eligibility of new hires and the validity of their Social Security numbers.

If your company wishes to avail themselves of this program, you can register online for E-Verify at <http://www.dhs.gov/how-do-i/verify-employment-eligibility-e-verify> which provides instructions for completing the registration process. At the end of the registration process, you will be required to sign an Memorandum of Understanding (MOU) that provides the terms of agreement between you as the employer, the SSA, and DHS. An employee who has signatory

authority for the employer can sign the MOU. Employers can use their discretion in identifying the method by which to sign up their locations for E-Verify. To find out more about E-Verify, please visit [www.dhs.gov/everify](http://www.dhs.gov/everify) or contact USCIS at **1-888-464-4218**.

22. **CODE OF ETHICS:** If any vendor violates or is a party to a violation of the code of ethics of Polk County or the State of Florida, with respect to this quote, such vendor may be disqualified from performing the work described in this quote or from furnishing the goods or services for which the quote is submitted and shall be further disqualified from quoting on any future quotes for work, goods, or services for the County.
23. **ECONOMIC OPPORTUNITIES FOR LOW- AND VERY LOW-INCOME PERSONS**

Sec. 135.38: Section 3 clause

Access HUD regulation 24 CFR part 135 referenced in this section at the following link:

[http://portal.hud.gov/hudportal/HUD?src=/program\\_offices/fair\\_housing\\_equal\\_opportunity/section3/section3](http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opportunity/section3/section3)

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in [24 CFR part 135](#), which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3

clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

24. **ATTORNEY'S FEES AND COSTS:** Each party shall be responsible for its own legal and attorney's fees, costs and expenses incurred in connection with any dispute or any litigation arising out of, or relating to this Agreement, including attorney's fees, costs and expenses incurred for any appellate or bankruptcy proceedings.

25. **PUBLIC RECORD LAWS**

(a) The Contractor acknowledges the County's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Agreement. The Contractor further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, the Contractor shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

(b) Without in any manner limiting the generality of the foregoing, to the extent applicable, the Contractor acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

(1) keep and maintain public records required by the County to perform the services required under this Agreement;

(2) upon request from the County's Custodian of Public Records or his/her designee, provide the County 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;

(3) 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 term of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the County; and

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

**(c) IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:**

**RECORDS MANAGEMENT LIASON OFFICER  
POLK COUNTY  
330 WEST CHURCH ST.  
BARTOW, FL 33830  
TELEPHONE: (863) 534-7527  
EMAIL: RMLO@POLK-COUNTY.NET**

SECTION 3 BUSINESS CERTIFICATION

The undersigned makes this affidavit with full knowledge that its contents will be used in the expenditure of funds provided by the United States Government. Under penalty of perjury, he/she hereby claims the following preference under the Section 3 requirements for the following Polk County, Housing and Neighborhood Development project:

Project Name & Number: \_\_\_\_\_

Under the penalty of perjury I hereby state:

I, \_\_\_\_\_ am the \_\_\_\_\_ of  
(Name of owner, officer, representative) (Title)

\_\_\_\_\_ located at \_\_\_\_\_,  
(Company Name) (Address, City, State, Zip)

whose business concern is

- 51 percent or more owned and managed by qualified Section 3 residents;
Employs Section 3 residents for at least 30 percent of its full-time, permanent staff; or
Provides evidence of a commitment to subcontract to Section 3 business concerns, 25 percent or more of the dollar amount of the awarded contract.
None of the above.

And, for the project named above, we claim preference in contracting as a Section 3 business in the category listed below:

- Category 1: Business concern that is 51-percent or more owned by residents of the housing development for which the Section 3 covered is expended, or whose full-time permanent work force includes at least 30-percent of these persons as employees.
Category 2: Business concern that is 51-percent or more owned by residents of other Polk County managed housing developments, including scattered sites, or whose full-time permanent work force includes at least 30-percent of these persons as employees.
Category 3: HUD YouthBuild program being carried out within the Polk County.
Category 4: Business concern that is 51-percent or more owned by Section 3 residents, including residents receiving other HUD housing assistance or who live in low-income households, or whose full-time permanent work force includes at least 30-percent of these persons as employees.
Category 5: Business concerns that subcontract at least 25-percent of the total contract award to Section 3 business concerns (Categories 1-4 above.)

Section 3 Business Certification Page 2

I agree to provide the following evidence to the Project Manager to support this claim for Section 3 preference.

a) For businesses claiming Section 3 status based on ownership of the firm:

- Copy of the Articles of Incorporation or Articles of Organization
- List of owners/stockholders and percentage (%) ownership of each
- Section 3 Resident Affidavits from owners/officers who qualify as Section 3 residents
- Category 1 and Category 2 only: Evidence of public housing assistance for each Section 3 eligible owner

b) For businesses claiming Section 3 status based on a workforce comprised of at least 30-percent Section 3 residents:

- List of all current full-time employees, their hire dates, and their Section 3 status
- Section 3 Resident Affidavits from all employees for which you are claiming Section 3 status.

c) For businesses claiming Section 3 status based commitment to subcontract 25-percent to Section 3 businesses:

- List of subcontracted Section 3 businesses and subcontract amount
- Evidence that identifies each firm listed as a Section 3 business (i.e., written acknowledgement from Polk County Housing and Neighborhood Development Office or the evidence listed above in paragraphs (a) and (b).)

**AFFIANT**

I declare under penalty of perjury, that the information provided in this affidavit and all supporting documents are true and correct.

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Date: \_\_\_\_\_

**NOTARY**

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_ (name of signer), whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he/she signed the above/attached document.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

(Seal)

## **ATTENTION VENDORS**

The Successful Bidder must register in our new Vendor Database if you have not already done so prior to award of this quote. A purchase order cannot be issued to a vendor until they have registered.

You may register by going to the following link:

<http://www.polk-county.net/boccsite/Doing-Business/Vendor-Registration/>

Registered vendors will receive a User ID and Password to access their company information. All registered vendors must provide their owner gender, owner ethnicity, corporate status, and a minimum of one (1) commodity code to be considered registered. It is the responsibility of all vendors to update their vendor information.

Only registered vendors will receive notifications of future bids and quotes.

# SPECIFICATIONS

1. The Contractor shall begin work after Notice to Commence Services has been issued by the Procurement Division. Work shall only be authorized Monday through Friday between the hours of 7:00 a.m. and 5:00 p.m., excluding County holidays. If the Contractor desires to work outside of the regular hours, a request must be made 48 hours prior to the planned work. The Contractor shall have twenty (20) business days from the date Notice to Commence Services is issued to complete the demolition (Completion Date). All paperwork noted as a part of the Closure Package must be submitted within five (5) business days of the Completion Date stated in the Notice to Commence Services.
2. The Contractor must notify Polk County via email with the specific start day. In all cases, the Contractor is **required** to provide a minimum of twenty four (24) hours' notice prior to commencement of work. Failure to provide notice may be grounds for suspension.
3. Demolition services must be provided utilizing a "wet demo" method regardless of the presence of hazardous material. If asbestos material is present, a State licensed Asbestos Contractor must perform the work in accordance with established guidelines for the type of material present. **Removal of asbestos containing material must be performed by a contractor holding a State of Florida Contractor's license, licensure type CJC.**
4. Should asbestos be found during demolition when (i) the asbestos survey, if performed, indicates no asbestos is present within the structure, or (ii) an asbestos survey was not required or performed in accordance with applicable federal and state rules and regulations, the Contractor **MUST** immediately stop work and report the finding to the County and this demolition quote shall terminate. The Contractor shall be paid for all work completed prior to the discovery of asbestos. The County shall issue a new demolition quote solicitation to complete the demolition which shall indicate that asbestos material is present within the structure.
5. The Contractor shall be required to submit copies of all DEP Notices for asbestos abatement and demolition activity. Work dates on the notices must reflect actual work dates for in progress inspections. Any changes to notices must be sent in writing to the DEP and the County before work for that specific notice commences.
6. The Contractor shall remove all debris, trash, man-made items, or building material from site. All utility poles, unless they are marked that they are owned by a utility company; or located in a right-of-way, must be removed. All signs of human habitation should be removed at the completion of the demolition.
7. The Contractor is responsible for observing all federal, state, and county environmental regulations associated with the structure(s) being demolished and cleared from the site.

8. The Contractor must pull all necessary permits for the demolition of the structure(s). As of August 25, 2006, demolition permits are also required for mobile homes. Final closed permits must be submitted as part of the Closure Package described in Instructions, Item 16.
9. The Contractor is responsible for utility disconnects. This includes, but is not limited to, capping of wells and abandonment of septic systems. All underground plumbing must be removed. Should the property be within Lakeland city limits, Lakeland Electric will be notified so that they may disconnect the power source.
10. Septic tanks must be crushed and filled; lift stations and raised drain fields shall be removed. If there is a septic tank on premises, the Contractor shall submit a copy of their Septic System Abandonment Permit and the Completion Form that is signed by a Health Department official as instructed on the Checklist with their Closure Package. Chapter 64E-6.011 and 64E-6.019 of the Florida Administrative Code sets the rules for the proper procedure of abandonment of septic tanks.
11. Unless otherwise specified, the Contractor shall remove all structures on the property. This includes the primary structure and secondary structures, such as sheds, garages, doghouses, etc. Any questions regarding structures to be demolished and removed must be addressed prior to the Quote Receiving date and time.
12. The Contractor shall remove all slabs, underground plumbing, pillars and/or footers associated with the structure to be demolished.
13. The Contractor shall remove all fences, except those which divide the property from an adjoining property.
14. Tagable items (such as cars, boats, car trailers, etc.) are not to be removed unless otherwise specified.
15. The Contractor MUST use authorized landfills with scales only in disposing of construction materials associated with the demolition process. Load weight must be printed on scaled landfill ticket. No materials may be buried on site. Should this be found, the Contractor will be subject to suspension as outlined in this solicitation and the Procurement Procedures. Scaled landfill tickets must include the project address and the name of Contractor/Hauler.
16. Unless otherwise noted, the site should be brought to a raked site basis. This shall include bringing in "clean" fill dirt (i.e., no organic matter, debris or large rocks), if necessary. Also, the Contractor shall use fill dirt to level any ruts or machine cuts.
17. All abatements and special considerations associated with the demolition are the responsibility of the Contractor.
18. No area shall remain that retains or detains water at the close of the project.

19. It is the responsibility for the Contractor to dispose of all paint, paint cans, recyclables and household hazardous waste at an authorized landfill. Contractors should not include the disposal costs in their quote. Scaled landfill tickets with the actual cost from an authorized landfill must be submitted within the Contractor's Closure Package in order to be eligible for reimbursement. Labor for removal of hazardous waste should be included in the quote and will not be allowed as an additional charge.
20. Tires must be taken to an authorized tire disposal site. Contractors MUST include scaled landfill tickets for the tires with their Closure Package. This cost will be reimbursed with no markup. List disposal costs as a separate item on the invoice. Labor for tire removal must be included in original quote.
21. The Certificate of Completion is to be executed when the scope of work is complete, all permits have been inspected and finalized by the respective agencies that issued the permits, all Subcontractors have been paid, and unconditional lien releases(s) have been obtained. This shall be the final action required of the Contractor prior to assembly of the Closure Package for submittal to the County.
22. Contractors should not assume that items located on the property while submitting a quote will remain on the property at the time of demolition. The County may not own the property(ies) being demolished; therefore the property owner may remove items from their property at any time prior to the demolition.
23. If the project site is left unattended, it is the responsibility of the Contractor to secure the site before leaving. This includes, but is not limited to, energized power lines, covering open pools, septic tanks, and holes from excavation.
24. The Contractor MUST email a request for an inspection after the demolition project has been completed to [tanyatucker@polk-county.net](mailto:tanyatucker@polk-county.net) no later than the Completion Date listed on the Notice to Commence Services. The email must include the DQ #, property address, completion date, Contractor's contact name and phone number and photos of the site after completion of the demolition. Multiple inspections by County personnel after completion deadline may subject the Contractor to suspension as outlined within this document and the Procurement Procedures.

Items that must be included within the Closure Package:

- Final Invoice (original)
- Certificate of Completion (original)
- Checklist (from quote document)
- Final closed permits noted under Section 3., Submittal Requirements After Demolition
  - Final Building Permit
  - Final Septic Tank Abandonment Permit
- Scaled Landfill tickets. Tickets must be completely filled out and include property address. (original)
- Final Unconditional Release of Lien from all Subcontractor(s) (original)

- If the subcontractor listed is not used a letter on company letterhead signed by someone with signature authority must be submitted for the company used (if any).
  - Picture of completed project, date and time stamped
25. Contractors shall **NOT** send individual items in to the User Division. **ALL** items listed above **MUST** be submitted together, within five (5) business days of the Completion Date noted in the Notice to Commence Services. Failure to follow these instructions may subject the Contractor to suspension as outlined within this document and the Procurement Procedures.

ADDRESS: 215 Central Avenue, Polk City, FL  
 PARCEL ID #: 32-26-25-296000-004010  
 OWNER: TRC-SPC LLC

Directions from Bartow:

**1290 Golfview Avenue**

Bartow, FL 33830

- Follow E Georgia St to US-17 N/S Holland Pkwy  
2 min (0.4 mi)
- Turn right onto US-17 N/S Holland Pkwy  
① Continue to follow US-17 N  
8 min (6.2 mi)
- Get on FL-570 E from Thornhill Rd  
10 min (5.9 mi)
- Follow FL-570 E to Pace Rd. Exit from FL-570 E  
8 min (8.3 mi)
- Take Berkley Rd to Commonwealth Ave N in Polk City  
6 min (4.2 mi)
- Turn right onto Commonwealth Ave N  
48 s (0.5 mi)
- Turn right onto Central Ave  
① Destination will be on the left  
1 min (0.1 mi)

**215 Central Avenue**

Polk City, FL 33868

STRUCTURE DESCRIPTIONS:  
 Singlewide MH/ White with brown trim.

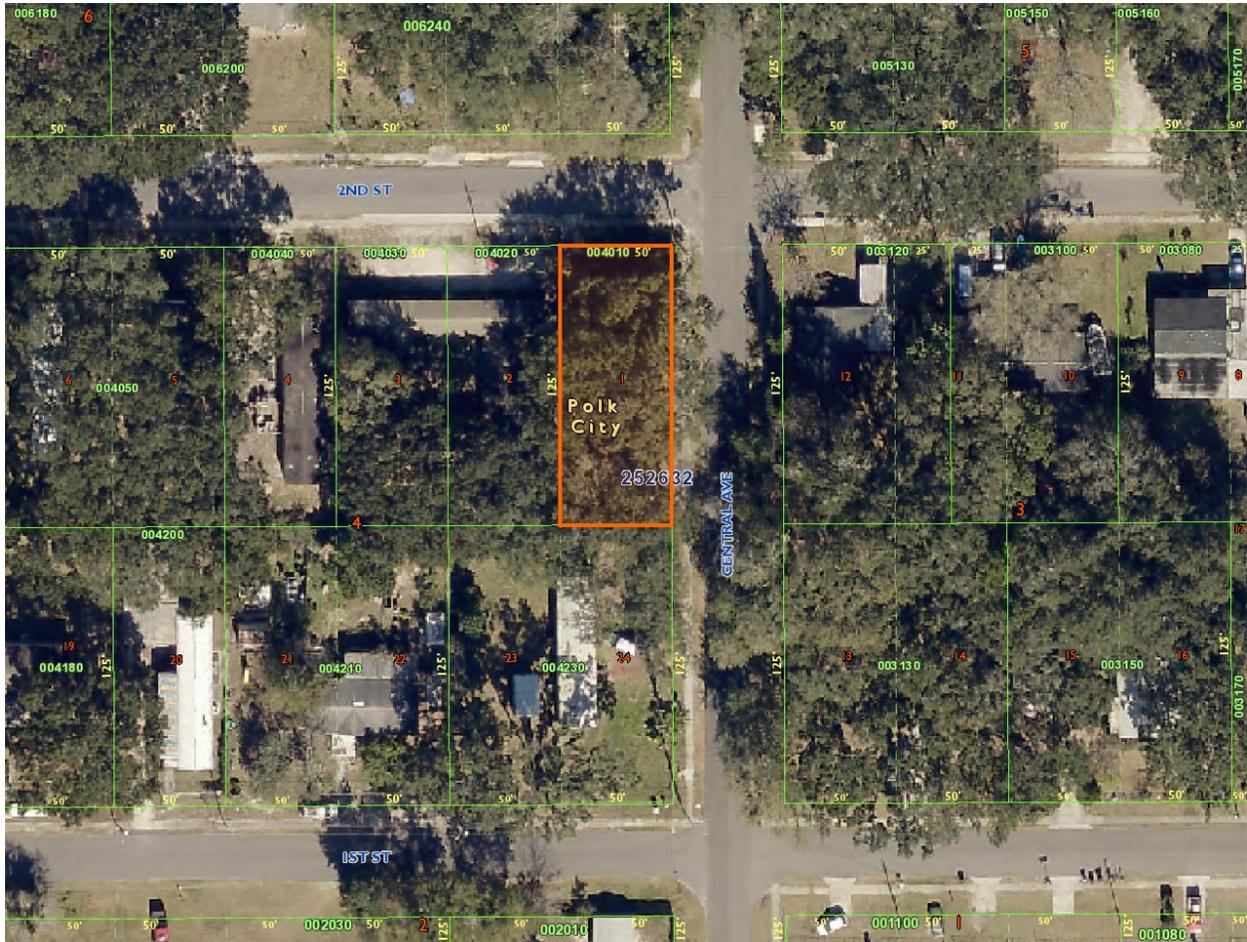
**NOTES:**

Structure (check one):

- does not contain asbestos (see attached Asbestos Survey)  
 does contain asbestos (see attached Asbestos Survey)  
 an asbestos survey was not required or performed on the property  
in accordance with applicable state and federal rules and regulations.

Quotes should include all structures, slabs, footers, septic tanks, etc. associated with the property and fall within the lot dimensions given. Lot should be cleared from all signs of human habitation, unless otherwise specified in your quote *package*. *Make sure to quote accordingly and read specifications carefully*. There will be no change orders issued for misquotes.

In addition to removing the subject structure(s), remove **all incidental debris including tires** from the site. The Contractor will observe the raked-site standard at the conclusion of the clearance activity. No areas of potential water retention should remain at the conclusion of the clearance activity.





# QUOTE SHEET (SUBMITTAL PAGE)

Item #	Description	Price
1.	Demolition Services	\$

Are Subcontractors being used in the performance of this demolition? **(Mark only one)**  
 Yes  No

Name of Subcontractor(s): \_\_\_\_\_

Work being performed by Subcontractor(s): \_\_\_\_\_  
 (List **ALL** subcontractors. Attach additional sheets if needed)

\_\_\_\_\_  
 Firm Name

By: \_\_\_\_\_  
 Authorized Signature

\_\_\_\_\_  
 P.O. Box/Street Address

\_\_\_\_\_  
 Name & Title of Authorized Signer

\_\_\_\_\_  
 City, State and Zip Code

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Fax Number

\_\_\_\_\_  
 Telephone Number

\_\_\_\_\_  
 E-Mail Address

\_\_\_\_\_  
 FL Asbestos Contractor License # (CJC)

**COMPANY CLASSIFICATION**

**MUST CHECK ONE:**

- Caucasian
- African American
- Hispanic American
- Asian-Pacific American
- Native American
- Asian-Indian American

***If one of the above is checked please indicate whether  Female  Male***

- Publicly Traded Corporation
- Employee Owned Company

**RETURN ALL QUOTES TO:**

Polk County Procurement Division  
 330 West Church Street, Room 150  
 P.O. Box 9005, Drawer AS05  
 Bartow, FL 33831-9005  
 Phone: (863) 534-6757  
 Fax: (863) 534-6789  
 Email: procurement@polk-county.net

# SAFETY REQUIREMENTS/REGULATIONS FORM (SUBMITTAL PAGE)

Bidder must sign and have notarized:

The undersigned bidder hereby certifies that they fully understand the safety requirements/regulation provisions and will comply.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Name of Firm \_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_  
Title of Person Signing (SEAL)

SWORN TO AND SUBSCRIBED BEFORE ME

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

## **DRUG-FREE WORKPLACE FORM (SUBMITTAL PAGE)**

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies

That \_\_\_\_\_ does:  
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation programs, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee shall abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

\_\_\_\_\_  
Contractor's Signature

\_\_\_\_\_  
Date

## INSURANCE REQUIREMENTS

All contractors are required to provide the County with one original certificate of insurance, which must include the following information:

- a. Worker’s Compensation Insurance providing statutory benefits, including those that may be required by any applicable federal statute. Any sole proprietor or partner actively engaged in the construction industry and any corporate officer of a construction corporation who elects to be exempt from the provisions of the Worker’s Compensation exemption certificate.

Admitted in Florida	Yes
Employer’s Liability	\$100,000
All States Endorsement	Statutory
Voluntary Compensation	Statutory

Worker’s Compensation policy will contain waiver of subrogation in favor of Polk County.

- b. Commercial General Liability Insurance, including County and Contractor Protective, Contractual, Products and Completed Operations Liability coverage on an occurrence Broad form policy in limits not less than those listed and deductible amount not to exceed \$25,000. XCU Property Damage exclusion must be removed from the policy.

Each Occurrence:	\$1,000,000
Completed Operation	\$1,000,000
Pollution Liability	\$1,000,000

- c. Automobile Liability Insurance. Coverage shall be maintained by the Contractor as to the ownership, maintenance, and use of all of its owned, non-owned, leased or hired vehicles with limits of not less than:

Bodily Injury & Property Damage Liability Combined Single Limit Each Accident	\$1,000,000
--	-------------

- d. Pollution Liability is required for all contractors that perform demolitions involving asbestos. This coverage will be requested upon the initial award of a project that contains asbestos material.

Polk County is to be named as an additional insured on both the General Liability Policy and the Automobile Liability Policy as follows: “Polk County, a political subdivision of the State of Florida, is named as additional insured with respect to all work performed for Polk County for Automobile and General Liability policies of insurance. Waiver of subrogation in favor of Polk County is required for General Liability and Worker’s Compensation coverage’s. Coverage must be provided by an insurer licensed to do

business in the State of Florida and must be rated "A VIII" or better by A.M. Best Rating Company for Class VIII financial size category.

The Certificate Holder must be stated as:

Polk County, a political subdivision of the State of Florida  
330 W. Church St., Room 150  
Bartow, FL 33830

Notation on the certificate reflecting the additional insured status and the waiver of subrogation or copies of the endorsements must be provided to verify requirements. "All work performed for Polk County" must be noted on the certificate.

The acceptable form of the certificate of insurance shall be the industry standard ACORD certificate.



# CHECKLISTS

## SECTION 1. SUBMITTAL REQUIREMENTS BEFORE DEMOLITION STARTS

1.	<b>10-Day DEP Notice for Demolition Activities</b> (Must indicate Wet Demo) Suggested submittal within 8 calendar days from Notice to Proceed.	_____	Yes
2.	<b>10-Day DEP Notice for Asbestos Abatement</b> (If Survey Determines Asbestos Containing Materials) Suggested submittal within 3 calendar days from Notice to Proceed.	_____	Yes
3.	<b>Scaled Landfill Tickets For Asbestos Abatement</b> (Must Use a Class 1 Landfill) <b>Scan and email before demo starts.</b>	_____	Yes
4.	<b>Notify Polk County of Demolition Start Date</b> Via Email at <a href="mailto:tanyatucker@polk-county.net">tanyatucker@polk-county.net</a> Suggested submittal within 10 Calendar days from Notice to Commence Services.	_____	Yes

## SECTION 2. PROJECT SITE POSTING REQUIREMENTS

1.	<b>10-Day NESHAP Notice</b> (Demo and Abatement if applicable)	_____	Yes
2.	<b>Abatement Company Asbestos Certification</b> (If applicable)	_____	Yes
3.	<b>Building Permits</b>	_____	Yes
4.	<b>Copy of Asbestos Survey or Building Official Letter</b>	_____	Yes

## SECTION 3. SUBMITTAL REQUIREMENTS AFTER DEMOLITION

(ALL ITEMS #1-7 NOTED BELOW MUST BE SUBMITTED TOGETHER AT ONE TIME AS A PACKAGE AND WITHIN 5 BUSINESS DAYS AFTER THE COMPLETION DATE LISTED IN THE NOTICE TO COMMENCE SERVICES)

1.	<b>Original Invoice and Certificate of Completion</b>	_____	Yes
2.	<b>Scaled Landfill Tickets for C&amp;D Material</b>	_____	Yes
3.	<b>Original Landfill Tickets for Hazardous Materials or Tires</b> (If applicable)	_____	Yes
4.	<b>FINAL Septic Tank Abandonment Permit (or Completion Form), if applicable</b> (Or letter why tank was not abandoned. Letter must be on company letterhead and signed by someone with signature authority for the company). Permit must be signed by an official with authority to close permit.	_____	Yes
5.	<b>FINAL Building Permit For Demolition</b> Permit must be signed by an official with authority to close permit.	_____	Yes
6.	<b>Unconditional Release of Lien From All Subcontractors (originals)</b> <input type="checkbox"/> If the subcontractor listed is not used a letter on company letterhead signed by someone with signature authority must be submitted for the company used (if any).	_____	Yes
7.	<b>Final Picture of Site</b>	_____	Yes

### CERTIFICATE OF COMPLETION

DQ Number: 17-150 Case Number: CE 2016-014

Completion Date: \_\_\_\_\_ Notice to Proceed Date: \_\_\_\_\_

Address: 215 Central Avenue, Polk City, Florida

The Work to which this certificate applies has been inspected by the authorized representatives of the County and the permitting agencies and the Contractor; and that Work is hereby declared to be complete in accordance with the scope of work contained within the demolition quote package. This Certificate of Completion applies to all Work under the awarded demolition.

Contractor: \_\_\_\_\_

By: \_\_\_\_\_

(Authorized Signature)

\_\_\_\_\_  
(Typed Name & Title)

Date: \_\_\_\_\_

County Division: \_\_\_\_\_

(Authorized Signature)

\_\_\_\_\_  
(Typed Name & Title)

Date: \_\_\_\_\_

If submitting a "NO QUOTE", Bidder shall return this form to The Polk County Board of County Commissioners Procurement Division, ATTN: Ken Brush, 330 West Church Street, Room 150, Bartow, Florida 33830; via email to [procurement@polk-county.net](mailto:procurement@polk-county.net); or via fax to (863) 534-6789.

We have declined to bid on the above-mentioned quote for the following reasons:

- |   |   |
|---|---|
| <input type="checkbox"/> Specifications too "restrictive".  | <input type="checkbox"/> Insufficient time to respond.                |
| <input type="checkbox"/> Do not offer this product/service. | <input type="checkbox"/> Our schedule would not permit us to perform. |
| <input type="checkbox"/> Unable to meet specifications.     | <input type="checkbox"/> Unable to meet insurance requirements.       |
| <input type="checkbox"/> Specifications unclear.            | <input type="checkbox"/> Other (please specify below).                |

We understand that if the "No Quote" form is not executed and returned, our name may be deleted from the list of qualified bidders for the County for further demolition projects.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company

\_\_\_\_\_  
Typed Name and Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number, Fax Number

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
E-Mail Address

\_\_\_\_\_  
Date



October 24, 2016

Polk County BOCC  
Housing & Neighborhood Development  
Attn: Ms. Tanya Tucker  
1290 Golfview Ave Ste. 167  
Bartow, Florida 33831

**SUBJECT: ASBESTOS SURVEY REPORT  
215 CENTRAL AVENUE, POLK CITY, FLORIDA (CE 2016-014)  
A-C-T PROJECT NO. 17568**

Dear Ms. Tucker,

A.C.T Environmental and Infrastructure is pleased to submit our survey to determine the presence, location, and quantity of suspect asbestos-containing materials (ACM) from the residential structure located at 215 Central Avenue in Polk City, Florida. The survey was performed on Wednesday, October 19, 2016.

We have committed our experienced and trained personnel, our equipment, and our expertise in a manner that has allowed for an environmentally sound, safety conscious, and cost effective plan that successfully completed this project.

Should you have any questions or require additional information regarding the services provided, please call me at our Bartow office at 863-533-2000 ext 238.

We appreciate the opportunity to be of service in this regard.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'Eric Jonsson', written over a horizontal line.

Eric Jonsson, CIH  
Licensed Asbestos Consultant  
AX-83  
Licensed Business Organization  
ZA-334

## **I. Executive Summary**

A-C-T Environmental & Infrastructure, Inc. (ACT) was contracted to perform a survey of the residential structure located at 215 Central Avenue in Polk City, Florida to determine the presence, location, and quantity of suspect asbestos-containing materials (ACM). The asbestos survey was performed in accordance with 29 CFR 1910.1001 the OSHA general industry asbestos standard and the National Emission Standards for Hazardous Air Pollutants (NESHAP). The survey activities were performed on Wednesday, October 19, 2016 by Mr. Matt Bumpus, an AHERA accredited Building Inspector, under the direction of Florida-Licensed Asbestos Consultant, Eric Jonsson.

Based upon methods, procedures and limitations described in this report, laboratory results indicate that asbestos-containing material (ACM, greater than one percent asbestos, by definition) was not detected from the sampled materials.

Although ACM was not identified in the survey, wet demolition methods should be employed. In addition, DEP notification is required prior to any demolition activities.

Our findings are presented in detail throughout this report and its attachments.

## **II. SURVEY AND SAMPLING PROCEDURES**

The survey was performed in accordance with 29 CFR 1910.1001 the OSHA standard for general industry. Homogenous sampling areas were delineated in order to randomly obtain representative samples from each type of homogenous material. We must emphasize that it is not possible to survey every aspect or material of the subject property.

Bulk sampling was performed as an integral part of the survey procedure and was performed in accordance with 29 CFR 1910.1001. Following delineation of homogenous sampling areas, determined by visual survey, samples were collected from representative locations within each of the homogenous areas.

Sampling was performed using the following guidelines. The inspection focuses on identifying:

1) Surfacing Material, 2) Thermal System Insulation, 3) flooring Materials, and 4) roofing material, all of which are likely to contain asbestos. Samples were collected in a random manner utilizing the EPA Guidance Document titled “Asbestos in Buildings- Simplified Sampling Scheme for Friable Surfacing Materials” dated October 1985. A homogenous area is considered not to contain ACM only if the analysis results of all samples obtained from the area contained asbestos in amounts of less than one percent.

### **III. ASSESSMENT PROCEDURES**

Physical assessments of asbestos containing materials was performed in coordination with the facility survey and consisted of a multi-step procedure. In order to provide consistent assessments by inspectors, A-C-T has adopted the EPA's "Guidance for Assessing and Managing Exposure to Asbestos in Buildings" as a guideline for assessments. This document is currently used as text in the EPA approved inspector accreditation programs in numerous locations nationwide.

As the first step in assessment, the suspect material was classified as one of three general material types; surfacing material, thermal system insulation, or miscellaneous material.

- 1) Surfacing Material: ACM sprayed or trowelled on surfaces, such as acoustical plaster on ceilings and fireproofing material on structural members.
- 2) Thermal System Insulation: ACM applied to pipes, boilers, tanks, ducts, etc. to prevent heat loss or gain or water condensation, and
- 3) Miscellaneous Material: "other" ACM for example, ceiling and floor tiles, wallboard, and cement pipe.

The material was further categorized as friable or non-friable, based on the EPA's definition of a friable material, "when dry, may be pulverized, crumbled, or reduced to powder by hand pressure". Materials that were categorized as non-friable were not assessed beyond this point.

Next, an estimation of the material's current condition and percent damage would be performed so that the material could be defined as undamaged, damaged, or significantly damaged. The Inspector would assign a relative percent damage to the ACM based on its physical appearance at the time of the survey. This damage estimate would be further defined as being localized damage or distributed damage. The semi-quantitative definitions would then be used to group friable ACM into one of the following categories: damaged friable surfacing ACM, significantly damaged friable surfacing material, damaged or significantly damaged thermal system insulation, damaged friable miscellaneous ACM, significantly damaged friable miscellaneous ACM, and undamaged ACM.

In addition to a relative percent of damage, a further explanation of the type of damage would also be performed by characterizing the damage into one of the following general categories: deterioration,

physical damage, and water damage. At this point a qualitative rating of the material's overall condition; good, fair, or poor; would also be assigned.

Once the damage category is ascertained the material would be rated on the potential for future damage. This would be performed by taking into account the following factors: accessibility, potential for contact, influence of vibration, and potential for air erosion.

Finally these factors are compiled to produce an overall classification for the ACM. The classifications are:

- 1) Damaged or significantly damaged thermal system insulation.
- 2) Damaged friable surfacing ACM
- 3) Significantly damaged friable surfacing ACM
- 4) Damaged or significantly damaged friable miscellaneous ACM
- 5) ACM with potential for damage
- 6) ACM with potential for significant damage
- 7) Any remaining friable ACM or suspect friable ACM
- 8) Non-friable ACM or non-friable suspected ACM

#### **IV. SAMPLING EVENT**

The purpose of this survey was to identify asbestos-containing materials (ACM) within the residential structure located at 215 Central Avenue in Polk City, Florida.

Sampling was conducted in accordance with 29CFR 1910.1001. A total of 5 bulk samples were collected from the subject structure (see attached form 1 for a detailed list of samples and analytical results).

Sampling activities at the subject property were performed on Wednesday, October 19, 2016. Sampled materials from the property included; vinyl flooring, drywall, ceiling panels, and roof materials.

Samples collected during the survey were submitted to EMSL Analytical, Inc., located at 5125 Adanson Street, Suite 900, Orlando, Florida for analysis. EMSL is an independent environmental laboratory certified by the National Voluntary Laboratory Accreditation Program (NVLAP accreditation # 101151-0).

Laboratory results indicate that asbestos-containing material (ACM, greater than one percent asbestos, by definition) was not detected from the sampled materials.

#### **V. CONCLUSIONS**

Although ACM was not identified in the survey, wet demolition methods should be employed. In addition, DEP notification is required prior to any demolition activities.

## **DISCLAIMER**

The services described in this report were performed consistent with generally accepted professional consulting principles and practices. No other warranty, expressed or implied, is made. These services were performed consistent with our agreement with our client. This report is solely for the use and information of our clients unless otherwise noted. Any reliance on this report by a third party is at such party's sole risk.

Opinions and recommendations contained in this report apply to conditions existing when services were performed and are intended only for the client, purposes, locations, time frames, and project parameters indicated. We are not responsible for the impacts of any changes in environmental standards, practices, or regulations subsequent to performance of services. We do not warrant the accuracy of information supplied by others, or the use of segregated portions of this report.

## **ATTACHMENTS**

**PHOTOLOG**

**ASBESTOS SURVEY AND ASSESSMENT FORMS**

**ASBESTOS CHAIN OF CUSTODY**

**ASBESTOS ANALYTICAL RESULTS**

**PERSONNEL AND LABORATORY CERTIFICATIONS**



PHOTO # 1: VIEW OF 215 CENTRAL AVENUE IN POLK CITY, FLORIDA.

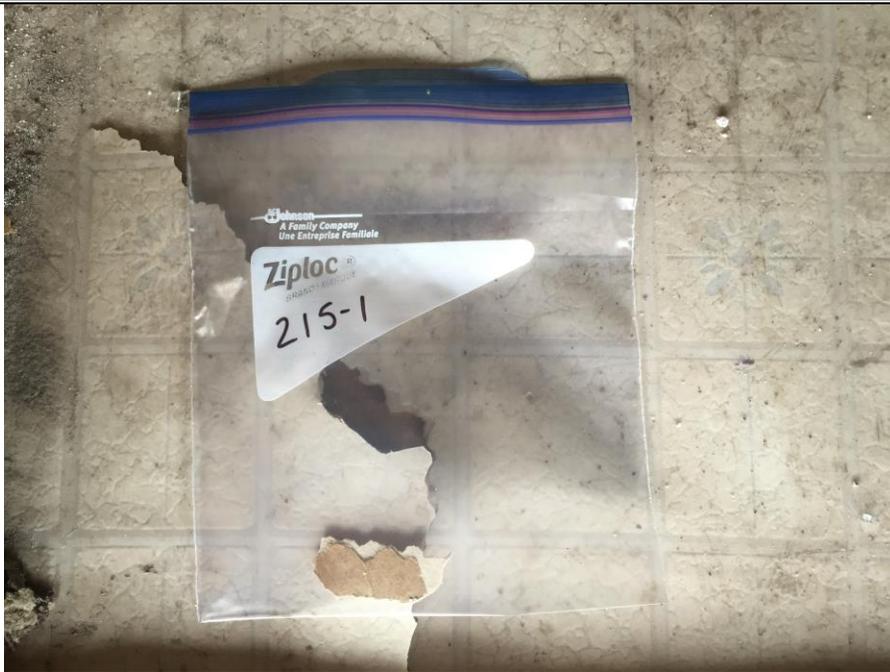


PHOTO # 2: VIEW OF SAMPLED ROLLED VINYL FLOORING- KITCHEN.

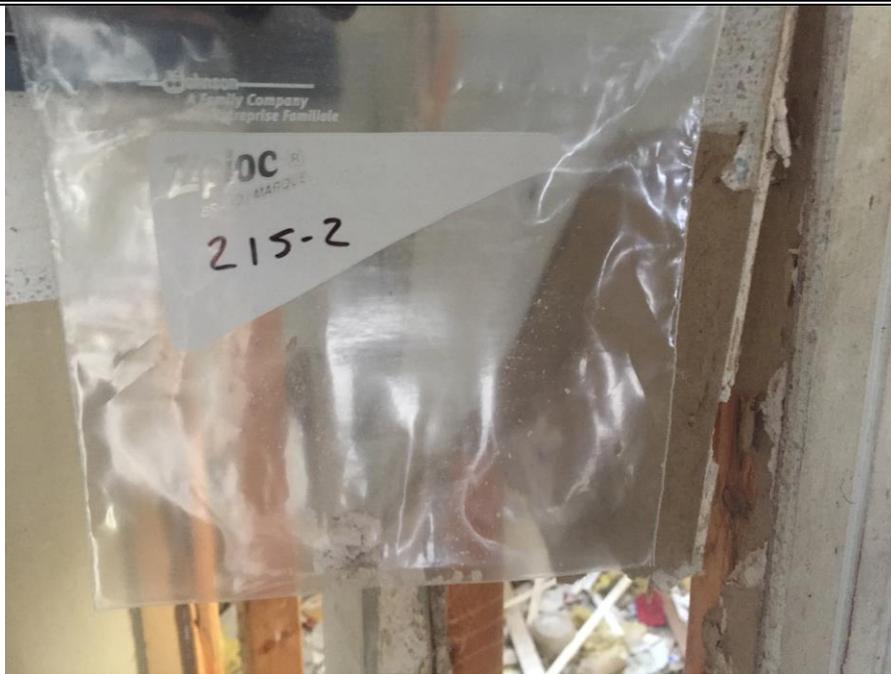


PHOTO # 3: VIEW OF SAMPLED DRYWALL- KITCHEN.

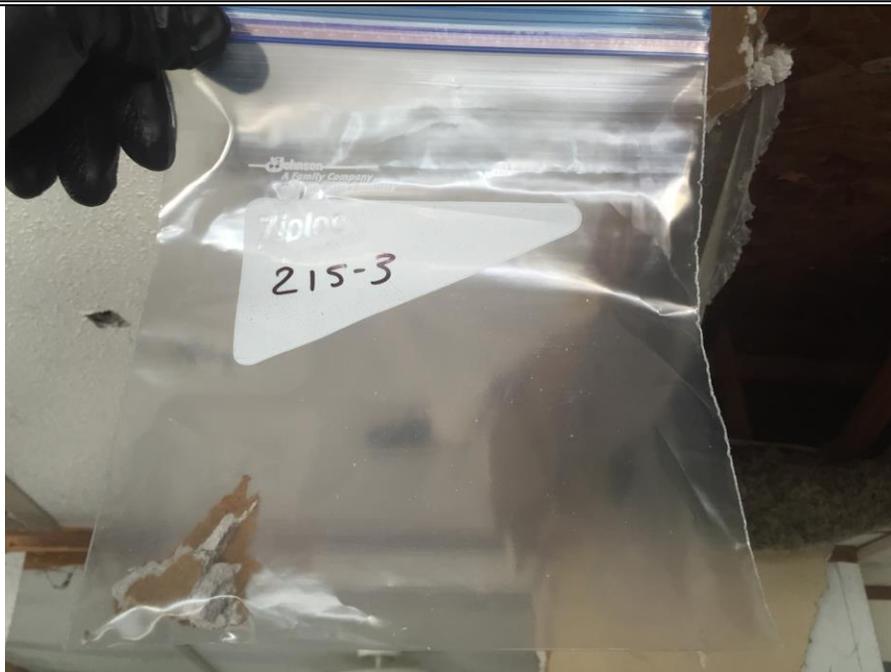


PHOTO # 4: VIEW OF SAMPLED CEILING PANEL.



PHOTO # 5: VIEW OF SAMPLED ROOF SHINGLE- HOUSE.



PHOTO # 6: VIEW OF SAMPLED ROOF SHINGLE- SHED.



PHOTO # 7: VIEW OF ADDITIONAL STRUCTURES.



PHOTO # 8: VIEW OF GENERAL INTERIOR CONDITIONS.

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PHOTO # 9: VIEW OF GENERAL INTERIOR CONDITIONS.



PHOTO # 10: VIEW OF GENERAL INTERIOR CONDITIONS.

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## ASBESTOS SURVEY AND ASSESSMENT-FORM 1

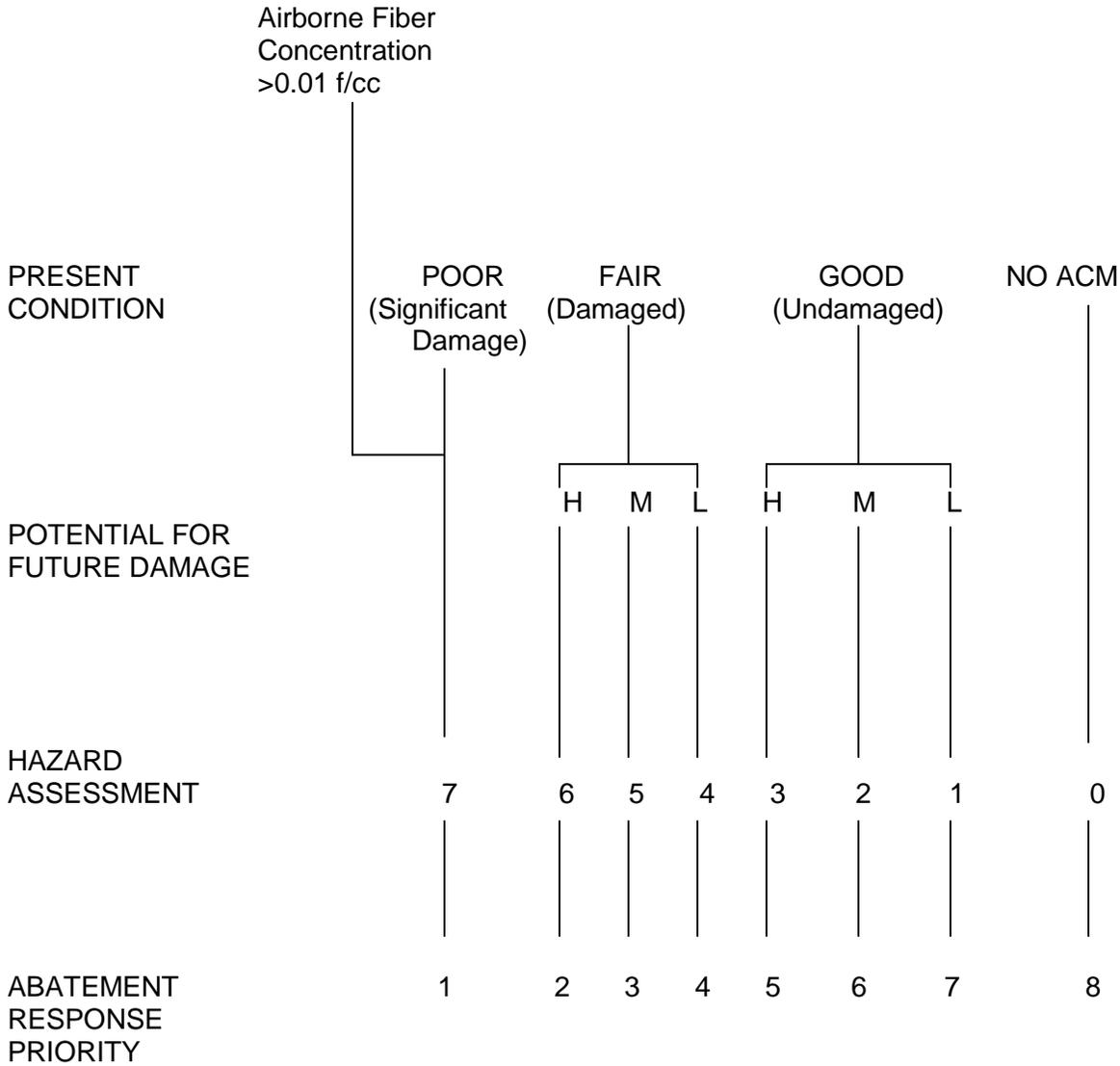
**Sampling Location:** 215 Central Avenue, Polk City, Florida  
**Date of Survey:** Wednesday, October 19, 2016

**Consultant:** American Compliance Technologies, Inc.  
**Client:** Polk County BOCC

Sample No.	Material Description	HA no.	Area Description	Friable Y/N	Asbestos Type & %	G/F/P	Damage Potential H/M/L	Hazard Assessment	Response Priority	Area Square Feet
215-1	Tan Rolled Vinyl Flooring	1	Kitchen	N	NAD	NA	NA	0	8	NA
215-2	Drywall	2	Kitchen	Y	NAD	NA	NA	0	8	NA
215-3	Ceiling Panel	3	Ceiling	Y	NAD	NA	NA	0	8	NA
215-4	Roof Shingle	4	Roof	N	NAD	NA	NA	0	8	NA
215-5	Roof Shingle	5	Shed Roof	N	NAD	NA	NA	0	8	NA
COMMENTS/NOTES: HA- Homogenous Area      G-Good      H-High      SF-Square Feet      NAD-No Asbestos Detected Y-Yes      F-Fair      M-Medium      LF-Lineal Feet N-No      P-Poor      L-Low      UNK-Unknown										

## ASBESTOS HAZARD ASSESSMENT DECISION TREE

### MATERIAL



## ASBESTOS SURVEY REPORT-TABLE 2

### PERSONNEL SUMMARY

**Facility Address:** 215 Central Avenue  
Polk City, Florida

**Date of Survey:** Wednesday, October 19, 2016

<b>Name and Address</b>	<b>Task Performed</b>	<b>License or Certificate</b>
Eric Jonsson	Asbestos Consultant	AX-83
American Compliance Tech, Inc. 1875 West Main Street Bartow, FL 33830	Asbestos Business	ZA-334
EMSL 5125 Adanson Street, Suite 900 Orlando, Florida 32804	Bulk Sample Analysis	NVLAP 101151-0

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EMSL ANALYTICAL, INC.  
LABORATORY PRODUCTS • TRAINING

### Asbestos Chain of Custody

EMSL Order Number (Lab Use Only):

341611456

PHONE:  
FAX:

Company Name: <u>A-C-T</u>		EMSL Customer ID:	
Street: <u>1875 W. Main St.</u>		City: <u>Bartow</u>	State/Province: <u>FL</u>
Zip/Postal Code: <u>33830</u>	Country: <u>US</u>	Telephone #: <u>863-533-2000</u>	Fax #:
Report To (Name): <u>Eric Sousson</u>		Please Provide Results: <input type="checkbox"/> Fax <input checked="" type="checkbox"/> Email	
Email Address: <u>ESousson@a-cut.com</u>		Purchase Order:	
Project Name/Number: <u>17568</u>		EMSL Project ID (Internal Use Only):	
U.S. State Samples Taken: <u>FL</u>		CT Samples: <input type="checkbox"/> Commercial/Taxable <input type="checkbox"/> Residential/Tax Exempt	
EMSL-Bill to: <input checked="" type="checkbox"/> Same <input type="checkbox"/> Different - If Bill to is Different note instructions in Comments** <i>Third Party Billing requires written authorization from third party</i>			
<b>Turnaround Time (TAT) Options* - Please Check</b>			
<input type="checkbox"/> 3 Hour	<input type="checkbox"/> 6 Hour	<input type="checkbox"/> 24 Hour	<input type="checkbox"/> 48 Hour <input checked="" type="checkbox"/> 72 Hour <input type="checkbox"/> 96 Hour <input type="checkbox"/> 1 Week <input type="checkbox"/> 2 Week
<small>*For TEM Air 3 hr through 6 hr, please call ahead to schedule. *There is a premium charge for 3 Hour TEM AHERA or EPA Level II TAT. You will be asked to sign an authorization form for this service. Analysis completed in accordance with EMSL's Terms and Conditions located in the Analytical Price Guide.</small>			
<b>PCM - Air</b> <input type="checkbox"/> Check if samples are from NY <input type="checkbox"/> NIOSH 7400 <input type="checkbox"/> w/ OSHA 8hr. TWA		<b>TEM - Air</b> <input type="checkbox"/> 4-4.5hr TAT (AHERA only) <input type="checkbox"/> AHERA 40 CFR, Part 763 <input type="checkbox"/> NIOSH 7402 <input type="checkbox"/> EPA Level II <input type="checkbox"/> ISO 10312	
<b>PLM - Bulk (reporting limit)</b> <input checked="" type="checkbox"/> PLM EPA 600/R-93/116 (<1%) <input type="checkbox"/> PLM EPA NOB (<1%) Point Count <input type="checkbox"/> 400 (<0.25%) <input type="checkbox"/> 1000 (<0.1%) Point Count w/Gravimetric <input type="checkbox"/> 400 (<0.25%) <input type="checkbox"/> 1000 (<0.1%) <input type="checkbox"/> NYS 198.1 (friable in NY) <input type="checkbox"/> NYS 198.6 NOB (non-friable-NY) <input type="checkbox"/> NYS 198.8 SOF-V <input type="checkbox"/> NIOSH 9002 (<1%)		<b>TEM - Bulk</b> <input type="checkbox"/> TEM EPA NOB <input type="checkbox"/> NYS NOB 198.4 (non-friable-NY) <input type="checkbox"/> Chatfield SOP <input type="checkbox"/> TEM Mass Analysis-EPA 600 sec. 2.5 <b>TEM - Water: EPA 100.2</b> Fibers >10µm <input type="checkbox"/> Waste <input type="checkbox"/> Drinking All Fiber Sizes <input type="checkbox"/> Waste <input type="checkbox"/> Drinking	
<b>TEM - Dust</b> <input type="checkbox"/> Microvac - ASTM D 5755 <input type="checkbox"/> Wipe - ASTM D6480 <input type="checkbox"/> Carpet Sonication (EPA 600/J-93/167)		<b>Soil/Rock/Vermiculite</b> <input type="checkbox"/> PLM EPA 600/R-93/116 with milling prep (<1%) <input type="checkbox"/> PLM EPA 600/R-93/116 with milling prep (<0.25%) <input type="checkbox"/> TEM EPA 600/R-93/116 with milling prep (<0.1%) <input type="checkbox"/> TEM Qualitative via Filtration Prep <input type="checkbox"/> TEM Qualitative via Drop Mount Prep <input type="checkbox"/> Circinnati Method EPA 600/R-04/004 -- PLM/TEM (BC only)	
<input type="checkbox"/> Check For Positive Stop - Clearly Identify Homogenous Group		Filter Pore Size (Air Samples): <input type="checkbox"/> 0.8µm <input type="checkbox"/> 0.45µm	
Samplers Name:		Samplers Signature:	
Sample #	Sample Description	Volume/Area (Air) HA # (Bulk)	Date/Time Sampled
215-1	Tan rolled vinyl flooring	300ft <sup>2</sup>	10-19-16
215-2	Drywall	500ft <sup>2</sup>	↓
215-3	Ceiling Panel	800ft <sup>2</sup>	
215-4	Roof Shingle	800ft <sup>2</sup>	
215-5	Shed Roof Shingle	150ft <sup>2</sup>	
Client Sample # (s): <u>215-1 - 215-5</u>		Total # of Samples: <u>5</u>	
Relinquished (Client): <u>[Signature]</u>		Date: <u>10-19-16</u>	Time: <u>1800</u>
Received (Lab): <u>[Signature]</u>		Date: <u>10/24/16</u>	Time: <u>9:05</u>
Comments/Special Instructions:			



# EMSL Analytical, Inc.

3303 PARKWAY CENTER COURT Orlando, FL 32808

Tel/Fax: (407) 599-5887 / (407) 599-9063

<http://www.EMSL.com> / [orlandolab@emsl.com](mailto:orlandolab@emsl.com)

<b>EMSL Order:</b> 341611456
<b>Customer ID:</b> ACTE62
<b>Customer PO:</b>
<b>Project ID:</b>

<b>Attention:</b> Eric Jonsson American Compliance Technologies, Inc. 1875 West Main Street Bartow, FL 33830	<b>Phone:</b> (863) 559-0188 <b>Fax:</b> (352) 331-1900 <b>Received Date:</b> 10/24/2016 9:05 AM <b>Analysis Date:</b> 10/26/2016 <b>Collected Date:</b> 10/19/2016
<b>Project:</b> 17568	

## Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
215-1 <small>341611456-0001</small>	Tan Rolled Vinyl Flooring	Tan Fibrous Heterogeneous	20% Cellulose <1% Glass	80% Non-fibrous (Other)	None Detected
215-2 <small>341611456-0002</small>	Drywall	Brown/White Fibrous Heterogeneous	10% Cellulose <1% Glass	85% Gypsum 5% Non-fibrous (Other)	None Detected
215-3 <small>341611456-0003</small>	Ceiling Panel <i>Inseparable paint / coating layer included in analysis</i>	Brown/White Fibrous Heterogeneous	10% Cellulose <1% Glass	85% Gypsum 5% Non-fibrous (Other)	None Detected
215-4 <small>341611456-0004</small>	Roof Shingle	Black Fibrous Heterogeneous	10% Glass	90% Non-fibrous (Other)	None Detected
215-5 <small>341611456-0005</small>	Shed - Roof Shingle	Gray/Black Fibrous Heterogeneous	10% Glass	90% Non-fibrous (Other)	None Detected

Analyst(s) \_\_\_\_\_  
Carlos Rivadeneyra (5)

  
Carlos Rivadeneyra, Asbestos Lab Manager  
or Other Approved Signatory

EMSL maintains liability limited to cost of analysis. This report relates only to the samples reported and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. Interpretation and use of test results are the responsibility of the client. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. Non-friable organically bound materials present a problem matrix and therefore EMSL recommends gravimetric reduction prior to analysis. Samples received in good condition unless otherwise noted. Estimated accuracy, precision and uncertainty data available upon request. Unless requested by the client, building materials manufactured with multiple layers (i.e. linoleum, wallboard, etc.) are reported as a single sample. Reporting limit is 1%

Samples analyzed by EMSL Analytical, Inc. Orlando, FL NVLAP Lab Code 101151-0

Initial report from: 10/26/2016 16:16:53



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

**ASBESTOS LICENSING UNIT  
1940 NORTH MONROE STREET  
TALLAHASSEE FL 32399-0783**

**(850) 487-1395**

**JONSSON, ERIC ANDREW  
AMERICAN COMPLIANCE TECHNOLOGIES, INC.  
1875 WEST MAIN STREET  
BARTOW FL 33830**

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

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DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

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

<b>LICENSE NUMBER</b>	
AX83	

The ASBESTOS CONSULTANT  
Named below IS LICENSED  
Under the provisions of Chapter 469 FS.  
Expiration date: NOV 30, 2016



**JONSSON, ERIC ANDREW  
AMERICAN COMPLIANCE TECHNOLOGIES, INC.  
1875 WEST MAIN STREET  
BARTOW FL 33830**

United States Department of Commerce  
National Institute of Standards and Technology



**Certificate of Accreditation to ISO/IEC 17025:2005**

NVLAP LAB CODE: 101151-0

**EMSL Analytical, Inc.**

Orlando, FL

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

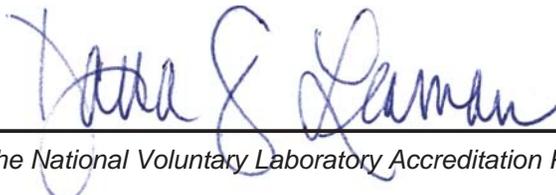
**Asbestos Fiber Analysis**

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

2016-07-01 through 2017-06-30

*Effective Dates*



  
For the National Voluntary Laboratory Accreditation Program



**SCOPE OF ACCREDITATION TO ISO/IEC 17025:2005**

**EMSL Analytical, Inc.**  
3303 Parkway Center Court  
Orlando, FL 32808  
Dr. Blanca Cortes  
Phone: 407-599-5887 Fax: 407-599-9063  
Email: bcortes@emsl.com  
<http://www.emsl.com>

**ASBESTOS FIBER ANALYSIS**

**NVLAP LAB CODE 101151-0**

**Bulk Asbestos Analysis**

<u>Code</u>	<u>Description</u>
18/A01	EPA 600/M4-82-020: Interim Method for the Determination of Asbestos in Bulk Insulation Samples
18/A03	EPA 600/R-93/116: Method for the Determination of Asbestos in Bulk Building Materials

**Airborne Asbestos Analysis**

<u>Code</u>	<u>Description</u>
18/A02	U.S. EPA's "Interim Transmission Electron Microscopy Analytical Methods-Mandatory and Nonmandatory-and Mandatory Section to Determine Completion of Response Actions" as found in 40 CFR, Part 763, Subpart E, Appendix A.

A handwritten signature in blue ink, appearing to read "Blanca Cortes".

*For the National Voluntary Laboratory Accreditation Program*