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BH Suite Renovation - Optional Site Inspection Observations and Addenda Items

Date: Tuesday, May 13, 2025
Time: 10:00 am – 10:40am
Location: 1825 NW 167th Street, Suite 109

Present at site:

Julio Sanchez, Architect	JSA Group, Inc.
Jeffrey Thomas	CFCE
Michelle A. Prescott	CFCE
Chad Taylor	Sharp General Contractors
Leonard Graham	LGI Construction, Inc.

Items noted to be added as an Addendum are as follows:

1. Horizontal insulation to be added above the ceiling tiles for sound attenuation; Blanket insulation R-30.
2. Cosmetic updates to bathrooms (2) including wall paint, installation of VCT tile, etc. inside bathrooms which are not included in the approved plans; replace lavatory and toilet fixtures on both bathrooms.
3. Removal of hallway sink just outside of the server room; cap-off all exposed plumbing lines and concealed inside existing wall.
4. Replacement of the door to the server room; and
5. Proposers to include the cost of a dumpster in their bids. Coordinate with CFCE dumpster location.

All questions shall be included in formal written responses to all proposers including:

1. Location and photograph of Panel I (see attached); and
2. Copy of the asbestos report (see attached) that is referenced in the plans.



Center For Family & Child Enrichment
1825 N.W. 167 Street
Miami, FL 33056

October 4, 2023

Attn: Mr. Jeffery Thomas
Facilities Manager

Subject: Asbestos Sampling Report (#F-4399-23)
Portion of a 28,681± Square Foot Commercial Building
1825 N.W. 167 Street
Miami, FL

Dear Mr. Thomas:

Subsequent to your requisition of September 26, 2023, and receipt of authorization to proceed on the same day, SGF Environmental Consultants, Inc. (SGF), conducted environmental services at and for the above referenced address, located in Miami, Florida, on September 27, 2023.

SCOPE OF WORK

The scope of work included: (1) performance of an asbestos inspection of the accessible and applicable portions of the referenced location, performed under the direction of a Florida licensed asbestos consultant; (2) collection of representative bulk samples of suspect asbestos-containing building materials in the applicable and accessible areas; and (3) transport of samples to the laboratory for asbestos analysis using polarized light microscopy (PLM) methodology and positive stop analysis. No other services were included, *e.g.*, lead in paint, mold testing, etc. This study is subject to the limitations stated in the *Limitations* section and to the attached *SGF Terms and Conditions*.

Portion of a 28,681± Square Foot Commercial Bldg.
1825 N.W. 167 Street, Miami, FL
SGF Project #F-4399-23
October 4, 2023

BACKGROUND

Based on the provided information, portions of a 28,681± square foot commercial building constructed *circa* 1979 will be subject to interior renovation. The building is addressed at 1825 N.W. 167 Street, in Miami, FL (Parcel ID 34-2110-001-4320).

Building Finishes

Renovations are planned for the Treatment Room and a portion of the Conference Room as shown on Architectural Proposed Floor Plan A-1.0 dated February 2023 and is reported to encompass an area on the order of 400-425± square feet. Currently, the area is improved with four offices (Offices 1-4), and is limited to the area on the drawing referenced as “Demo In This Area Only”. Materials to be removed/disturbed include partition wallboard, wood baseboards, doors, ceramic floor tile, and wall paneling (affixed with finishing nails at the accessed locations).

METHODOLOGY

Sampling Methodology

In each applicable area, the survey personnel conducted both a visual and tactile inspection of the observed suspect materials. Prior to sample collection, the designated area to be sampled was wetted with an amended water solution to minimize the potential release of fibers. A knife, or appropriate sampling tool was used to penetrate all layers of the material and to remove a small portion of the suspect material.

The sampling tool was cleaned after the collection of each bulk sample. The sampled material was placed into a labeled plastic sample bag and sealed. Specific data pertaining to the sample material's physical condition, friability, accessibility, and other applicable data was noted at each sample location.

Portion of a 28,681± Square Foot Commercial Bldg.
1825 N.W. 167 Street, Miami, FL
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The collected samples remained in the custody of SGF until they were submitted with chain-of-custody documentation to EMSL Analytical, Inc. (EMSL), in Fort Lauderdale, Florida. Laboratory submittal and receipt dates are provided on the corresponding chain-of-custody documentation.

Analytical Methodology

Twelve (12) bulk samples of building materials were collected. Six (6) layered samples consisting of joint compound and thinset were individually analyzed by the laboratory, therefore, a total of 18 bulk samples were analyzed by the laboratory using PLM methodology and positive stop analysis. The laboratory is accredited by the National Voluntary Laboratory Accreditation Program (NVLAP) to perform bulk sample analysis (NVLAP Lab Code 500085-0).

Polarized Light Microscopy (PLM). Bulk sample analysis for the presence of asbestos was performed in accordance with the Environmental Protection Agency's recommended Test Method 600/R-93/116, "Method for the Determination of Asbestos in Bulk Building Materials" using Polarized Light Microscopy (PLM) with dispersion staining. Percentages of asbestos are estimated by visual volumetric means. False negative results may occur when the samples contain asbestos fibers too small to be resolved by the PLM analytical method. The limit of asbestos detection by PLM is approximately one percent (1%) by area.

Inaccessible Areas/Materials Not Sampled

Sampling was limited to those materials listed in the *Background* section outlined above, and from locations listed on the chain-of-custody. No other materials were included. No other materials/areas are reportedly planned for removal/disturbance and were therefore not authorized for sampling at this time, including the ceiling panels due to the potential for causing damage, since they are new and will remain according to the client.

In the event that suspect asbestos containing material (ACM) is encountered in inaccessible/not sampled areas during renovation or demolition activities, this material(s) should be sampled and analyzed prior to removal to confirm asbestos content prior to any disturbance to the material, including but not limited to areas above the ceiling panels where insulation or insulation on pipe work may exist (steel roof deck with no spray insulation reported), or below ceramic floor tile, etc. According to applicable federal and state regulations, for applicable facilities, suspect materials are to be sampled and analyzed per regulatory sampling protocols to determine asbestos content prior to any renovation or demolition activity, or they may be presumed ACM (PACM). Thermal system insulation and surfacing material found in buildings constructed no later than 1980 are considered PACM until confirmed through sampling and analysis.

Portion of a 28,681± Square Foot Commercial Bldg.
1825 N.W. 167 Street, Miami, FL
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RESULTS

No asbestos was detected in the analyzed samples. The United States Environmental Protection Agency (US EPA) has defined ACM as those materials that contain greater than one percent (>1%) asbestos. The analytical results are outlined in Table I. Bulk sample laboratory reports and chain-of-custody documentation are provided in the *Appendix*.

Notes: Asbestos Containing Material (ACM) regulated under EPA 40 CFR Part 61, Subpart M National Emission Standards for Asbestos (NESHAP), is referred to as "regulated asbestos-containing material" (RACM). RACM is defined in 40 CFR 61.141 of the NESHAP and includes: (1) friable ACM; (2) Category I non-friable ACM that has become friable; (3) Category I non-friable ACM that has been or will be sanded, ground, cut or abraded; or (4) Category II non-friable ACM that has already been or is likely to become crumbled, pulverized, or reduced to powder.

Pursuant to the NESHAP, RACM must be removed from a facility being demolished or renovated before any activity begins that would break up, dislodge, or similarly disturb the material or preclude access to the material for subsequent removal. Removal is to be conducted by a Florida licensed asbestos abatement contractor with prior notification to the appropriate state and local agencies.

Asbestos NESHAP regulations must be followed for all renovations of facilities with at least 80 linear meters (260 linear feet) of regulated asbestos-containing materials (RACM) on pipes, or 15 square meters (160 square feet) of RACM on other facility components, or at least one cubic meter (35 cubic feet) off facility components where the amount of RACM previously removed from pipes and other facility components could not be measured before stripping. These amounts are known as the "threshold" amounts.

Materials that do not contain >1% asbestos are covered to some extent by the Occupational Safety & Health Administration (OSHA) Construction Asbestos Standard. Several work practices and prohibitions outlined in 29 CFR 1926.1101 would apply, regardless of the exposure levels or percentage of asbestos in the installed construction materials. Therefore, OSHA requirements should also be reviewed for compliance prior to any renovation/demolition activities. Also, EPA recommends that non-friable organically bound material (NOB), *e.g.*, vinyl floor tiles be analyzed using transmission electron microscopy (TEM) when PLM results are inconclusive (NAD) or ($\leq 1\%$). NOBs include building materials such as floor tile, linoleum, mastics, caulks/sealants, adhesives, and roofing materials where the asbestos fibers are tightly bound in an asphalt or vinyl matrix.

A Notice of Demolition or Asbestos Renovation (Notification) must be provided to the Florida Department of Environmental Protection (FDEP) and/or the Miami-Dade County Department of Regulatory & Economic Resources (RER) at least ten (10) business days prior to the start of the following type projects:

1. All demolition projects whether asbestos is present or not;
2. All ACM renovation projects that include asbestos RACM at or above the legal thresholds (160 SF, 260 LF, 35 CF).

Other requirements apply, therefore, the Asbestos NESHAP, OSHA regulations including 1926.1101, Chapter 62-257 of the Florida Administrative Code (F.A.C.), and Miami-Dade County codes should be reviewed for compliance prior to commencement of the work.

Portion of a 28,681± Square Foot Commercial Bldg.
1825 N.W. 167 Street, Miami, FL
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Additional information can be obtained through the following links:

1. Miami-Dade County RER Asbestos Page
<https://www.miamidade.gov/environment/asbestos.asp>
2. FDEP Division of Air Resource Management-Notice of Demolition or Asbestos Renovation
https://floridadep.gov/sites/default/files/dep62_257_900%281%29_0.pdf
3. FDEP Asbestos FAQ
<https://floridadep.gov/air/permitting-compliance/content/asbestos-faq>
4. Renovation & Demolition Practices under the Asbestos NESHAP
<http://www2.epa.gov/asbestos/building-owners-and-managers#renovation>
5. OSHA Self-Inspection Checklist: Asbestos
<https://www.osha.gov/SLTC/asbestos/checklist.html>

LIMITATIONS

Inaccessible/not sampled areas are outlined in the text of this report. Materials encountered during renovation/demolition activities not noted in this report, should not be disturbed until they have been sampled and identified as non-asbestos containing materials through laboratory analysis.

The conclusions embodied in this report are based upon the information available to SGF at the time of this submittal. SGF therefore reserves the right to amend its conclusions if information obtained at a later date so requires. Contractors or consultants reviewing this report must draw their own conclusions regarding further investigation or remediation deemed necessary. SGF does not warrant the work of laboratories or other third parties supplying information which may have been used in the preparation of this report. The Client recognizes that the Company's services are solely for the benefit of the Client and addressee, and that any person or party designated by Client to receive information regarding work for Client may not do so without the express written permission of SGF and shall be subject to the attached SGF *Terms and Conditions*.

Portion of a 28,681± Square Foot Commercial Bldg.
1825 N.W. 167 Street, Miami, FL
SGF Project #F-4399-23
October 4, 2023

We have enjoyed working with you on this project. If you have any questions or comments, please do not hesitate to contact the undersigned at (954) 344-6106 or at mfell@sgfenvironmental.com.

Respectfully submitted,

SGF Environmental Consultants, Inc.

Madeline Fell

Madeline A. Fell, P.G., L.A.C.

President

(10/4/2023)

Asbestos Consultants Lic. #AX0000030

Business License #ZA0000170

Portion of a 28,681± Square Foot Commercial Bldg.

1825 N.W. 167 Street, Miami, FL

SGF Project #F-4399-23

October 4, 2023

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Examiner Date Time Stamp Trade Stamp Name

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FIGURES

TABLES

TABLE I-PLM SAMPLE RESULTS

PROJECT NO.: F-4399-23

ADDRESS: 1825 N.W. 167 Street, Miami, FL

DATE SAMPLED: 9-27-2023

SAMPLE NO.	LAB PREFIX	LAB NO.	SAMPLE DESCRIPTION	SAMPLE LOCATION	AREA	FRIABLE	RESULTS
1	562305043	0001	Wallboard	Office 3	N Wall - W Side	N	NAD
		0001A	Joint Compound			N	NAD
2	562305043	0002	Wallboard	Office 3	E Wall - N Side	N	NAD
		0002A	Joint Compound			N	NAD
3	562305043	0003	Wallboard	Hallway	S Wall - E Side	N	NAD
		0003A	Joint Compound			N	NAD
4	562305043	0004	Wallboard	Office 2	E Wall - Center Area	N	NAD
		0004A	Joint Compound			N	NAD
5	562305043	0005	Ceramic Tile	Hallway	SE Side	N	NAD
		0005A	Thinset			N	NAD
6	562305043	0006	Ceramic Tile	Hallway	SW Side	N	NAD
		0006A	Thinset			N	NAD
7	562305043	0007	Grout (ceramic tile)	Hallway	SE Side	N	NAD
8	562305043	0008	Grout (ceramic tile)	Hallway	SW Side	N	NAD
9	562305043	0009	Mastic (baseboard)	Hallway	SE Side	N	NAD
10	562305043	0010	Mastic (baseboard)	Hallway	SW Side	N	NAD
11	562305043	0011	Caulk (door)	Office 1	Door - N Side	N	NAD
12	562305043	0012	Caulk (door)	Office 3	Door - S Side	N	NAD
NAD = No Asbestos Detected							

APPENDIX

PLM Laboratory Reports
&
Chain of Custody Documentation



EMSL Analytical, Inc.

2700 W. Cypress Creek Rd. Ste. C108 Fort Lauderdale, FL 33309

Tel/Fax: (954) 786-9331 / (954) 941-4145

<http://www.EMSL.com> / ftlauderdalelab@emsl.com

EMSL Order: 562305043

Customer ID: SGFE42

Customer PO:

Project ID:

Attention: Madeline Fell

SGF Environmental Consultants, Inc.

10239 West Sample Rd.

Coral Springs, FL 33065

Phone: (954) 344-6106

Fax: (954) 753-2371

Received Date: 09/27/2023 2:25 PM

Analysis Date: 10/02/2023 - 10/03/2023

Collected Date: 09/27/2023

Project: F-4399-23 / Portion of 28,681 SF Comm. Bldg. - 1825 NW 167th Street, Miami, FL 33056

Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos % Type
			% Fibrous	% Non-Fibrous	
1-Wallboard 562305043-0001	Wallboard System	Brown/White Non-Fibrous Homogeneous	10% Cellulose <1% Glass	90% Non-fibrous (Other)	None Detected
1-Joint Compound 562305043-0001A	Wallboard System	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
2-Wallboard 562305043-0002	Wallboard System	Brown/Gray Fibrous Heterogeneous	10% Cellulose <1% Glass	90% Non-fibrous (Other)	None Detected
2-Joint Compound 562305043-0002A	Wallboard System	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
3-Wallboard 562305043-0003	Wallboard System	Brown/Gray Fibrous Heterogeneous	10% Cellulose <1% Glass	90% Non-fibrous (Other)	None Detected
3-Joint Compound 562305043-0003A	Wallboard System	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
4-Wallboard 562305043-0004	Wallboard System	Gray/Tan Fibrous Heterogeneous	20% Cellulose <1% Glass	80% Non-fibrous (Other)	None Detected
4-Joint Compound 562305043-0004A	Wallboard System	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
5-Ceramic Tile 562305043-0005	Ceramic Tile + Thinset	Tan/Red Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
5-Thinset 562305043-0005A	Ceramic Tile + Thinset	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
6-Ceramic Tile 562305043-0006	Ceramic Tile + Thinset	Tan/Red Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
6-Thinset 562305043-0006A	Ceramic Tile + Thinset	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
7 562305043-0007	Grout (Ceramic Tile)	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
8 562305043-0008	Grout (Ceramic Tile)	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
9 562305043-0009	Mastic (Baseboard)	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
10 562305043-0010	Mastic (Baseboard)	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected

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EMSL Analytical, Inc.

2700 W. Cypress Creek Rd. Ste. C108 Fort Lauderdale, FL 33309

Tel/Fax: (954) 786-9331 / (954) 941-4145

<http://www.EMSL.com> / ftlauderdalelab@emsl.com

EMSL Order: 562305043

Customer ID: SGFE42

Customer PO:

Project ID:

Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
11	Caulk (Door)	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
562305043-0011					
12	Caulk (Door)	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
562305043-0012					

Analyst(s)

Ryan Mulhearn (11)

Tanya Hebert (7)

Ryan Mulhearn, Assistant Laboratory Manager
or Other Approved Signatory

EMSL maintains liability limited to cost of analysis. Interpretation and use of test results are the responsibility of the client. This report relates only to the samples reported above, 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. The report reflects the samples as received. Results are generated from the field sampling data (sampling volumes and areas, locations, etc.) provided by the client on the Chain of Custody. Samples are within quality control criteria and met method specifications unless otherwise noted. The above analyses were performed in general compliance with Appendix E to Subpart E of 40 CFR (previously EPA 600/M4-82-020 "Interim Method") but augmented with procedures outlined in the 1993 ("final") version of the method. 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. Unless requested by the client, building materials manufactured with multiple layers (i.e. linoleum, wallboard, etc.) are reported as a single sample. Estimation of uncertainty is available on request.

EMSL Analytical, Inc. 2700 W. Cypress Creek Rd. Ste. C108 Fort Lauderdale, FL 33309
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SGF Environmental Consultants, Inc.

10239 West Sample Road, Coral Springs, Florida 33065
 PH: (954) 344-6106 Fax: (954) 753-2371 E-mail: mfeil@sgfenvironmental.com

Project No.:	F-4399-23	Survey Date & Time	9/27/2023	Lab ID:	5162305043
Project Name:	Portion of 28,681 ± SF Comm. Bldg.	Surveyor:	M. Fell		
Address:	1825 N.W. 167 Street Miami, FL 33056	Project Manager:	M. Fell		
Analysis Technique:	PLM-Positive Stop	Turnaround:	96-HRS		

Page 1 of 2

SAMPLE NO.	SAMPLE DESCRIPTION	SAMPLE LOCATION	AREA	COLOR	FRAGILE	COND.	QTY	NOTES
1	Wall Board	OFFICE 3	N WALL - W SIDE	LT GRN	N	9		
2	Wall Board	OFFICE 3	E WALL - N SIDE	LT GRN	N	9		
3	Wall Board	Hallway	S WALL - E SIDE	LT GRN	N	9		
4	Wall Board	OFFICE 2	E WALL - Q. SIDE	LT GRN	N	9		
5	Thin Tile	Hallway	SE SIDE	LT GRN	N	9		Thin Set & LT
6	Cement Thin Tile	Hallway	SW SIDE	LT GRN	N	9		
7	GROUT (Cement)	Hallway	SE SIDE	LT GRN	N	9		
8	GROUT (Cement)	Hallway	SW SIDE	LT GRN	N	9		
9	Mastic (Grout)	Hallway	SE SIDE	LT GRN	N	9		
10	Mastic (Grout)	Hallway	SW SIDE	LT GRN	N	9		

ACCEPTED BY: *Ente - 801*

DATE: 9/27/23

2825pm

LICENSES

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

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TALLAHASSEE FL 32399-0783

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STATE OF FLORIDA DEPARTMENT
OF BUSINESS AND PROFESSIONAL
REGULATION

AX0000030
ASBESTOS CONSULTANT
FELL, MADELINE A

ISSUED: 10/27/2022

Signature
LICENSED UNDER CHAPTER 469, FLORIDA STATUTES
EXPIRATION DATE: NOVEMBER 30, 2024

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

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

LICENSE NUMBER: AX0000030

EXPIRATION DATE: NOVEMBER 30, 2024

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

FELL, MADELINE A
6525 NW 43RD STREET
CORAL SPRINGS FL 33067



ISSUED: 10/27/2022

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ASBESTOS LICENSING UNIT

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

SGF ENVIRONMENT CONSULTANTS INC

MADELINE A. FELL, P.G.
10239 WEST SAMPLE ROAD
CORAL SPRINGS FL 33065

LICENSE NUMBER: ZA0000177

EXPIRATION DATE: NOVEMBER 30, 2023

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TERMS and CONDITIONS

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TERMS and CONDITIONS

SGF Environmental Consultants, Inc. (Company) proposes to perform the services described in the attached Work Plan at a charge pursuant to the attached Fee Schedule and under the conditions and circumstances as are set forth herein as follows:

- 1. Billings/Payment:** Invoices for Company's services shall be submitted at Company's option, either upon completion of such services or at the end of each calendar month, and mailed to Client at the address indicated in the attached Work Plan. All such invoices shall be payable upon receipt, and in the event that payment is not duly made within thirty (30) days, the outstanding balance shall bear interest at the rate of one and a half (1.5%) per month from date of original billing or at the highest interest rate permitted by law, whichever is less. It is further understood and agreed that if Client fails to pay any invoice due to Company within thirty (30) days after the date thereof, Company, without waiving any other claim or right against Client, and without liability whatsoever to Client, may terminate its performance hereunder. In the event that Company places any invoice which is unpaid after the due date, with an agency or an attorney for collection, Client shall pay all costs and expenses of such collection, including without limitation attorney's fees and court costs, if any.
 - 2. Limitations:** Client recognizes that Company's services are solely for the benefit of the Client, addressee and lender, and that any person or party designated by Client to receive information regarding work for Client may not do so without the express written consent of Company, and shall be subject to the SGF terms and conditions without modification. Company also recognizes that Company's services require decisions which are not based upon pure science but rather on judgmental considerations. Company shall perform its services in accordance with generally accepted practices. Client agrees that such services shall be rendered without any warranty, expressed or implied, and that Company shall be responsible solely for its own negligence.
 - 3. Professional Liability:** Client agrees to assume the defense of and to indemnify and hold harmless to such extent as will limit any and all liability, claims for damages, cost of defense, or expenses which may be brought, levied against, or incurred by Company on account of any claimed error, omission, or negligence to a sum not to exceed the aggregate of Company invoices submitted hereunder. Client further agrees to notify contractor or subcontractor who may perform work in connection with any report or study prepared by Company, of such limitation of Professional Liability for errors, omissions, or professional negligence, and to require, as a condition precedent of their performing work, a like indemnity and limitation of liability on their part as against Company. In the event that Client fails to obtain a like indemnity and limitation of liability, any liability of Company to such contractor or subcontractor arising out of alleged error, omissions or professional negligence shall be allocated between Client and Company in such a manner that the aggregate liability of the Company to all parties, including client, shall not exceed the aggregate amount of invoices submitted hereunder. If any controversy or claim arises out of or relates to this contract, or breach thereof, and if said dispute can not be settled through negotiation, the parties shall submit to binding arbitration in accordance with the Construction Industry Arbitration Rules of the AAA, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
- In the event that the Client makes claim against Company, at Law or otherwise, for any alleged error, omission, or act arising out of the performance of Company's services, and the Client fails to prove such claim upon final adjudication, then the Client shall pay all costs incurred by Company in defending itself against such claim, including, without limitation, personnel-related costs, attorneys' fees, court costs, and other claim-related expenses, including, without limitation, costs, fees and expenses of experts.
- Company will not be liable for damage or injury arising from damage to or interference with subterranean structures (including without limitation, pipes, tanks, telephone cables, etc.) which are not called to Company's attention and not correctly shown on the plans furnished by Client in connection with work performed under this Work Plan.
- 4. Warranty:** Consultant's makes no warranty, either expressed or implied, as to Consultant's findings, recommendations, plans, specifications, or professional advice. Consultant has endeavored to perform its services in accordance with generally accepted standards of practice in effect at the time of performance. Client recognizes that neither Consultant nor any of Consultant's subconsultants or subcontractors owes any fiduciary responsibility to client.
 - 5. Right of Entry:** Client hereby grants to Company or represents and warrants (if the project location is not owned by Client) that permission has been duly granted for the Right of Entry from time to time, by Company, its agents, staff, consultants, and contractors or subcontractors, upon the project location for the purpose of performing and with the right to perform all acts, studies, and research, including without limitation the making of test borings and other soil and water samplings, pursuant to the Work Plan.
- The Client hereby recognizes that as part of conductance of the work scope, certain sampling procedures will result in collection of development/purge water and soil cuttings to be stored on site in clean containers until subsequent laboratory analysis is complete. Client recognizes that said containers, soils and ground water are the property of the property owner and must be disposed by the property owner according to applicable laws, at their own expense.
- The Client hereby recognizes that the use of exploration equipment may unavoidably affect, alter, or damage the terrain and affect vegetation, buildings, structures, and equipment in, at, or upon the study area. Client accepts the fact that this is inherent to Company's work and will not hold Company liable or responsible for any such reasonable effect, alteration or damage.

6. Public Liability: Company represents and warrants that its staff is protected by Worker's Compensation insurance with statutory limits; and that Company has such coverage under Public Liability and Property Damage insurance policies which Company deems adequate. Certificates for all such policies of insurance shall be provided to Client upon written request. Only within and only to the extent of the limits and conditions of such insurance, Company agrees to indemnify and save Client harmless from any claims, demands, suits, or liabilities arising from any negligent acts by Company, its agents, staff, contractors or consultants employed or engaged by it. In no event shall Company be liable or responsible for any loss, damage, or liability, including but not limited to fire and explosion, beyond the amounts, limits, and conditions of such insurance, or if such loss, damage, or liability is excluded from such coverage of such insurance.

7. Duty of Client: Client agrees to defend and save Company harmless from all liability, claims, demands, and suits, including expenses of suit and reasonable attorneys' fees, arising from personal injuries, including disease and/or death, property loss or damage, injuries to others (including personnel of Client and of Company, its contractors and subcontractors performing work hereunder), or from air, water, or ground pollution or environmental degradation arising out of or in any manner connected with or related to the performance of this Work Plan, except if such injury, loss, or damage shall be caused by the sole negligence or willful misconduct of Company, its employees, agents, or representatives.

It shall be the duty of Client to advise Company promptly of any known or reasonably knowable hazardous substances or any condition existing in, on, or near the premises upon which work is to be performed by Company's employees or subcontractors that presents a potential or possible health hazard or nuisance. If Client fails to advise Company or, notwithstanding such advice, unanticipated occurrences of such substances or conditions are discovered during the course of the work, and such discovery in the judgment of Company results in or may result in injury or a health risk to persons, whether Company's personnel, Client's personnel, or others, Client agrees that it shall assume full responsibility and liability and shall hold Company harmless from any or all claims, demands, suits, or liabilities for personal injury including disease, medical expenses, including but not limited to continued health monitoring and/or death, property damage, economic loss, including consequential damages.

If any unforeseen hazardous substances or other unforeseen conditions are encountered during execution of the work which, in the judgment of the Company, significantly affect or may affect the work or the recommended Work Plan, Company will notify Client as soon as practicable. In that event, Client and Company agree to pursue one of the following: (1) If practicable, in the judgment of the Company, complete the original Work Plan; (2) Modify the Work Plan and budget estimate to include study of the previously unforeseen conditions, with this Contact being amended accordingly and in writing; or (3) Terminate the Work Plan. In the event of termination, Client agrees to pay Company in full for all work completed and fees due until written termination notice has been received by Company and to pay all costs incurred by Company prior to and in connection with discontinuing the work hereunder, such as completion of files and preparation of a written report to Client of findings to date of termination and all costs associated with subcontract termination.

8. Confidentiality: Company will not knowingly release information regarding work for client, except for information that is in the public domain or is provided by third parties, to any person other than Client and to persons designated by Client. Company may notify Client of conditions, if identified, which in Company's professional opinion, may present a potential public health or public safety hazard. It is the Client's responsibility to release and to notify appropriate public agencies in a timely manner of any information that may be necessary to preserve public health or public safety or in order to limit future public risks. Client agrees to hold Company harmless against any and all claims, demands, suits, or liabilities as a consequence of release of the information which may be necessary to preserve public health or safety. Notwithstanding the above, Company will exercise its best efforts to comply with any federal, state, county, or municipal law, regulation, ordinances, or legal obligations regarding the reporting of findings to appropriate public agencies. Client agrees to hold Company harmless against any and all claims, demands, suits or liabilities resulting from such actions by Company.

9. Opinions of Probable Clean-up and Disposal Costs: The Company may give opinions of probable clean-up and disposal costs as part of the Work Plan. These opinions may also involve approximate quantity estimates. The Client understands and agrees that quantity estimates are not accurate enough for clean-up and disposal bids. Company does not guarantee or warrant the accuracy of estimates of probable clean-up and disposal costs as compared to bids of Contractors, or compared to actual clean-up and disposal costs.

10. Documents: All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by Company as instruments of service shall remain the property of Company. Client agrees that all reports and other work furnished to Client or its agents, shall be utilized by the Client solely for the purposes of the contemplated project. Any documents prepared by Company which are not paid for by Client, shall be returned upon demand and shall not be used by Client for any purpose whatsoever. The Company will retain all pertinent records relating to performed services for a period of two (2) years following submission of the report, during which period the records will be made available to the Client at Company's Office at all reasonable times. Copies will be prepared by Company for Client for reasonable cost of reproduction.

11. SGF Environmental Consultants, Inc. is an Equal Opportunity Employer.