

CITY OF MOBILE

REQUEST FOR QUOTES

November 2, 2021

The City of Mobile will receive quotes for the following Project:

Project Name: Environmental Remediation

Project Location: Basement Breakroom – Ben May Main Library

701 Government Street Mobile, AL 36602

Project Number: SR-016-22-A

The City of Mobile "City" will receive quotes for the above stated project on Wednesday, November 10, 2021, no later than 2:00pm local time. Quotes may be emailed (ozzie@cityofmobile.org), mailed, or delivered in person to the following address: City of Mobile, Building Services Department, Room 546, 205 Government Street, Mobile, AL 36602 or P.O. Box 1827, Mobile, AL 36633-1827

This is <u>NOT</u> a tax-exempt project. Quotes shall include all applicable sales and use taxes.

Scope of Work:

Work to be performed by Contractor under this Agreement shall consist of furnishing all labor, materials, insurance, tools, supplies and equipment necessary to perform a detailed environmental remediation of the basement breakroom at the Ben May Main Library.

Pre-Quote Conference:

A required Pre-Quote conference shall be held at the project site, Ben May Main Library, 701 Government Street, Mobile, AL 36602, commencing on Thursday, November 4, 2021 at 10:00 AM local time. A representative of the company may be present at the meeting or contact the Service Contract Administrator at 251-208-7639 at least 2 days prior to the meeting, in order to coordinate

attendance of the meeting by conference call. Regardless of attendance at the Pre-Quote meeting, Contractors are required to visit the site prior to submitting a Quote and include all costs associated with the project in their Quotes.

Examination of Documents:

Before submitting a Quote, Quoters should carefully examine this Request for Quotes, visit the site of the Work, fully inform themselves as to existing conditions and limitations, and include in the Quote a sum to cover the cost of all items included in the Request for Quotes as necessary to perform the work. The submission of the Quote will be considered as conclusive evidence that the Quoting Company has made such examination.

Term of Agreement:

The Work shall commence on the date of written Notice to Proceed, issued by the City. The term of the Contract shall extend for Ten (10) calendar days from the date of the Notice to Proceed.

Contractor's Use of Premises:

Coordinate all work with the City of Mobile, Building Services Department, Service Contract Administrator, or other Building Services Department authorized representative (hereafter referred to as Service Contract Administrator). All Work shall be scheduled to minimize the disturbance and interruption of the facility, staff, and the general public.

CDC/NIH Covid-19 Guidelines are in effect. The Contractor shall adhere to current guidelines as directed by the City. All Contractor's personnel shall wear a face mask/face covering at all times while in a City of Mobile building, adhere to current social distancing guidelines, and note that temperature checks may be conducted.

Quote Security (If Quote is greater than \$15,000.00):

A Cashier's Check drawn on a bank registered to do business in the State of Alabama and which is a member of the Federal Deposit Insurance Corporation, made payable to the City of Mobile or Bid bond in the amount of 5% of the Quote Amount, but in no case more than \$10,000, is required to accompany Quote if Total Quote is \$15,000 or more. By submitting a Quote Security, the quoting Company pledges to enter into a Contract with the City of Mobile on the terms stated in the Quote, and will, if required, furnish bonds covering faithful performance of the Contract and required insurance certificate. Should the Quoting Company refuse to enter into such Contract or fail to furnish such bonds or insurance, the amount of the Quote security shall be forfeited to the City as liquidated damages, not as a penalty. Bid Bond shall be valid for a minimum of sixty (60) days from the date of Quote. The City reserves the right to retain the security of all Quoters until the successful Contractor enters into the Contract or until sixty (60) days after Quote opening, whichever is sooner.

Bonds must be issued by a Surety licensed to do business in the State of Alabama. If the project cost is more than \$50,000.00 the Surety must have a minimum rating of A/Class VI as reported by the latest issue of Best's Key Rating Guide Property-Casualty published by Alfred M. Best Company, Inc. Power of Attorney is required for all Bonds.

Quality Assurance:

For all work performed under this Section, use only skilled technicians who are thoroughly trained and experienced in the cleaning and disinfection of highly infectious bacterial/virus/mold

remediation. Technicians shall be properly supervised. Contractor shall have at least 3 years' experience in the environmental remediation of commercial buildings. Evidence of current certifications and/or training shall be submitted with this quote. Failure to provide this evidence will be the basis of disqualification.

All remediation work shall be in accordance with Environmental Protection Agency (EPA), Institute of Inspection and Restoration (IICRC), or other documented methodology.

If the quote is greater than \$50,000.00, contractor is required to obtain and maintain a General Contractor's License with a Specialty in Environmental Remediation (EV). For additional information on the requirements, please visit the Alabama Licensing Board for General Contractors website: http://genconbd.alabama.gov

Hours of Work:

The City shall not prohibit Contractor from performing work herein during a normal work day. For the purpose of this provision a "normal work day" is defined as any business day between the hours of 8:00 a.m. and 4:00 p.m.

Payments:

The City will pay the Contractor for actual work performed in accordance with the following:

- Payments will be made quarterly, upon the completion of work as specified.
- Original invoices shall be submitted to the Service Contract Administrator for review and approval.
- Payments shall be made in accordance with the approved Schedule of Values listed in the Agreement.

Termination:

The City or Contractor may terminate the Contract upon Three (3) days written notice. The City shall pay only for work executed and proven loss with respect to materials, equipment, tools and reasonable overhead. The City shall not make payment to the Contractor for profit or damages as a result of terminating the Contract.

Insurance:

Contractor shall provide insurance in accordance with Exhibit 2, City of Mobile Insurance Requirements.

Form of Agreement:

The "Standard Contract Agreement between the City of Mobile and Contractor" (sample attached as Exhibit 3) shall be used.

General:

Requests for information (RFI's) shall be submitted in writing to the Service Contract Administrator no later than three (3) business day prior to the Quote submittal date. Responses shall be in the form of a written Addendum issued to all Contractors. Receipt of all addenda shall be acknowledged by the Contractor on the Quote forms. Failure to acknowledge Addenda may result in disqualification of the Quote.

A City of Mobile Business License is required and must be current at time of submitting a Quote, and throughout contract period.

- The Quote to whom the Contract is awarded shall, within ten (10) calendar days of receiving the Contract Forms, properly execute and deliver to the Service Contract Administrator, the following items, along with an electronically signed Agreement:
 - 1. Certificate of Insurance (original), along with all required endorsements
 - 2. Evidence of enrollment in the E-Verify program.
 - 3. Enrollment in the City of Mobile's Vendor Registration Portal: https://www.cityofmobile.org/bids/vendor-portal-information/
 - 4. Other documentation as required by the Contract Documents.

Failure or refusal to sign the Agreement or to provide the Bid Check/Bond, Certificates of Insurance in a form satisfactory to the City of Mobile, E-Verify verification, or other required documentation, shall subject the Quoter to forfeiture of Bid Bond or Quote Check, if applicable.

Immigration Law: The Contractor agrees that it shall comply with all of the requirements of the Beason-Hammond Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Alabama Code (1975) Section 31-13.1, et, seq., as amended by Act No. 2012-4-91. Compliance shall be evidenced by verification of enrollment in the E-Verify Program and documentation of enrollment shall be attached to the executed Agreement.

Anti-Boycott Statement:

- A. Public contracts with entities engaging in certain boycott activities:

 (a), Per State of Alabama Code, Section 41-16-5 (b), (Act No. 2016-312), subject to subsection (c), a governmental entity may not enter into a contract governed by Title 39 or Chapter 16, Title 41, with a business entity unless the contract includes a representation that the business entity is not currently engaged in, and an agreement that the business entity will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.
- B. (c) (1) This section does not apply if a business fails to meet the requirements of subsection (b) but offers to provide the goods or services for at least 20 percent less than the lowest certifying business entity.
- C. This section does not apply to contracts with a total potential value of less than Fifteen Thousand Dollars (\$15,000).
- D Nothing in this section requires a business entity or individual to do business with any other particular business entity or individual in order to enter into a contract with a governmental entity.

Equal Opportunity:

- A. The City of Mobile, Alabama is an Equal Opportunity Employer and requires that all Contractors comply with the EQUAL Employment Opportunity laws and the provisions of the Quote Documents in this regard.
- B. Anti-discrimination: Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No.

14-034 which requires, *inter alia*, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen (15%) percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

NOTE:

Contact the Service Contract Administrator, Ozzie Elortegui, at the City of Mobile, Building Services Department, 251-275-6888 cell, 251-208-7639 office, 251-208-7894 FAX or e-mail ozzie@cityofmobile.org for further clarification.

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QUOTE FORM

SERVICE REPAIR – ENVIRONMENTAL REMEDIATION BASEMENT BREAKROOM – BEN MAY MAIN LIBRARY

SR-016-22-A

QUOTE:		
Company Name:		
Company Address:		
Office Phone #: Fax # :		
City of Mobile Business License Number:		
City of Mobile Vendor Number:		
Hereby proposes to furnish all labor, materials, tools, insuran sustain all expenses incurred in performing the Scope of Wor Contractor acknowledges receipt of Addendum Nodated	rk for the amount l	listed below.
The Work shall commence on the date of written Notice to I of the Contract shall extend for Ten (10) calendar days from		,
Quotes shall include all applicable sales and use taxes a amount with no cents.	nd shall be provid	ded in whole dollar
Environmental Remediation: Cleaning, Disinfecting, and Encapsulation – Basemer Destructive Remediation: Subtotal: Allowance*: Total:	\$_	00 00 00 00
Total Quote Amount:	(Amount in Words)	
and 00/1	00 Dollars (\$.00)

* An Allowance of Five Hundred and 00/100 Dollars (\$500.00) has been established in the Contract to cover any unforeseen conditions that require additional remediation. The Allowance shall be used for items of work not included under Basic Services in the Contract Documents. All additional work under this section must be authorized by the City, in writing, prior to ordering materials and/or undertaking work. The Allowance shall cover cost of material, labor, equipment, overhead, profit, and all other expenses for additional work as required by City. Upon completion of the Service Contract, any unused portion of the Allowance shall be credited back to the City in the form of a Change Order.

The City of Mobile reserves the rights to add, remove and modify services, as needed during the term of this Agreement.

All remediation work shall be in accordance with Environmental Protection Agency (EPA), Institute of Inspection and Restoration (IICRC), or other documented methodology.

Add Alternate #1:		
Install drywall removed during remediation, repaint area, and in	stall new coun	tertops, sink, fauce
cabinets, reconnect water supply and sewer lines:		
	\$.00

HOURLY Rates:

For work performed outside of Basic Services, as described in Exhibit A, the following rates shall apply:

Α.	Regular Time (8:00 am to	4:00 pm, Monday through Friday):
	Rate \$	1 , , , , , , , , , , , , , , , , , , ,
В.	Overtime (4:00 pm to 8:0	
	Rate \$	per hour
C.	Company's Holidays:	
	Rate \$	per hours

Parts/Material: Service Contractor's direct cost plus <u>Fifteen (15%) percent</u>.

During the term of the Agreement, if any unforeseen circumstances/conditions are discovered, Contractor must notify the Service Contracts Administrator immediately. Repairs not covered by the Scope of Work will require written authorization by the City, prior to ordering materials or undertakingwork.

The City of Mobile reserves the rights to add, remove and modify services, as needed during the term of this Agreement.

DOCUMENTS TO BE SUBMITTED AT TIME OF BID:

- Bid Form
- Copy of General Contractor's License, if applicable
- Bid Bond or Cashier's Check, if applicable
- Copy of Substitution Approval, if applicable
- Secretary of State Authorization (Out of State Bidders Only)
- Any additional information, as required by Project Manual

CDC/NIH Covid-19 Guidelines are in effect. The Contractor shall adhere to current guidelines as directed by the City. All Contractor's personnel shall wear a face mask/face covering at all times while in a City of Mobile building, adhere to current social distancing guidelines, and note that temperature checks may be conducted.

Contact Name:		
Contact Phone #:	Cell #:	
E-mail Address:		
Signature:	Date:	
Printed Name	Title	

End of Section

SCOPE OF WORK

SR-016-22 – Environmental Remediation Basement Breakroom – Ben May Main Library

November 2, 2021

<u>Scope of Services</u>: Furnish all labor, materials, tools, equipment, and supplies and to sustain all the expenses incurred in performing the work to perform a detailed environmental remediation in the Basement Breakroom at the Ben May Main Library, as specified below:

General:

- 1) Provide all standard and proper Personal Protective Equipment (PPEs) to be used at all times by Service Contractor's employees and other individuals entering the building.
- 2) Remediation work shall be in accordance with Environmental Protection Agency (EPA), Institute of Inspection and Restoration (IICRC), or other documented methodology.
- 3) Furnish, install and maintain air scrubbers to achieve four (4) air changes per hour minimum, in the location where the remediation work is occurring and at least Twenty-Four (24) hours after the work is completed.
- 4) Contractor shall be responsible for all remediation means, methods, techniques, sequences and procedures and for coordinating all portions of the Work. Service Contractor shall be fully and solely responsible for jobsite safety.
- 5) On-site parking, delivery, and loading/unloading will be coordinated with City's Project Manager.
- 6) Contractor shall be allowed to use facility power and water as necessary for remediation activities.
- 7) Contractor shall be allowed to use facility restrooms.
- 8) Contractor shall confine operations at the site to areas permitted by the City of Mobile. Contractor shall coordinate the Contractor's operations with, and secure the approval of City's Project Manager
- 9) Contractor shall keep the Project Site clean and shall remove trash and debris daily. At the completion of the work, Contractor shall remove all tools, equipment and debris and leave facility clean.
- 10) Contractor shall be responsible for any damage to existing surfaces, furniture, fixtures or equipment. Repairs or replacement of damaged surfaces, furniture, fixtures or equipment shall be at Service Contractor's sole expense.
- 11) This is NOT a tax-exempt project. All applicable sales and use taxes shall be included in the Contract Amount.
- 12) Attached as Exhibit A Layout
- 13) Attached as Exhibit B ATC Air Quality Report, dates October 4, 2021

Products:

1.) Provide detergents, disinfectants and other cleaning products appropriate for surfaces being cleaned. Use cleaning products in accordance with manufacturers printed instructions. A list of all cleaning products used along with MSDS documentation will be provided to City before work can commence.

Execution:

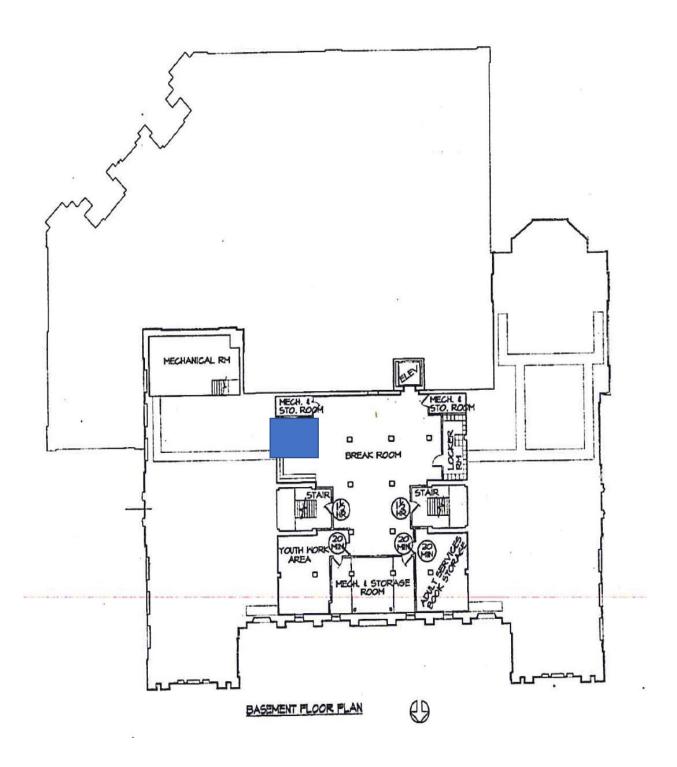
- 1.) Protect all flooring, furniture, fixtures and equipment during remediation.
- 2.) Set up containment to isolate the area currently being remediated.
- 3.) HEPA vacuum all exposed interior surfaces to include finish flooring, walls, molding and trim, doors, light fixtures, bathroom tiles, piping, conduit, ductwork, ceilings, furniture, and equipment as required.
- 4.) Remove the drywall/gypsum board in the affected areas: Two (2) walls in the Captain's Quarters and One (1) wall in the heater Vent Space.
- 5.) HEPA vacuum all HVAC supply air registers and return air grills, to include a minimum of One (1) linear foot inside each duct from the HVAC grills/registers.
- 6.) Clean/wipe all affected surfaces as required with mild cleaning solution, per standard protocols.
- 7.) Apply disinfectant.
- 8.) Areas identified that contain Species *Stachybotrys*, will require destructive remediation of the area to a point at least Two (2) feet from the edge of any suspect microbial growth. The affected areas will then be HEPA vacuumed, cleaned, disinfected, material replaced with new drywall/gypsum board. The interiors of the wall cavities will be cleaned/disinfected, including but not limited to, studs, interior drywall/gypsum boards, pipes, conduits, ductwork, flooring, ceilings, and equipment, as required.
- 9.) The affected areas will then be HEPA vacuumed, cleaned, disinfected, material replaced with new drywall/gypsum board.
- 10.) All products used shall be approved by City, including but not limited to, drywall/gypsum board, mudding materials, paint and paint color, and any other materials to be used.
- 11.) All areas cleaned and disinfected will also require encapsulation paint to prevent any regrowth. Contractor to provide color samples for approval before the encapsulation paint is to be used.
- 12.) Final clean HEPA vacuum all affected surfaces.

Additional Services:

If, during the course of the work, an unforeseen condition arises, the Contractor will immediately provide the City's Project Manager with a written report to include detailed description and cost estimate for additional work required. No work may be performed without written approval by City.

CDC/NIH Covid-19 Guidelines are in effect. The Contractor shall adhere to current guidelines as directed by the City. All Contractor's personnel shall wear a face mask/face covering at all times while in a City of Mobile building, adhere to current social distancing guidelines, and note that temperature checks may be conducted.

END OF SCOPE OF WORK





Indoor Air Quality Survey

ATC Project Number: Z021000499

Issue Date: October 4, 2021

Ben May Main Library 701 Government Street Mobile, Alabama 36602



Prepared By:

ATC Group Services LLC

30181 State Highway 59, Suite 1A Loxley, Alabama 36551 Prepared For:

City of Mobile

205 Government Street

Mobile, Alabama 36602



October 4, 2021

Ms. Rosemary A. Ginn, PE, CFM, CPMSM Assistant City Engineer Engineering Department Environmental Section City of Mobile 205 Government Street Mobile, Alabama 36602

Email: rosemary@cityofmobile.org

Re: Indoor Air Quality Survey

Ben May Main Library 701

Government Street Mobile, Alabama 36602

ATC Project Number: Z021000499

Dear Ms. Ginn.

ATC Group Services LLC is pleased to present this report outlining the results of the Indoor Air Quality Survey conducted on September 20, 2021, at the Ben May Main Library located at 701 Government Street, in Mobile, Alabama 36602. This assessment was conducted in accordance with ATC Proposal No. 021-2021-028. If you have any questions or concerns, please do not hesitate to contact us.

This report has been prepared in accordance with professional standard practices for indoor air quality surveys. ATC Group Services LLC presents the data from this indoor air quality survey as a finite set of information, based on the conditions observed on the date of the survey. ATC Group Services LLC makes no determinations or warrants no conclusions beyond those stated herein. Further, ATC Group Services LLC submits this report to City of Mobile for their exclusive use.

The findings of the report are based on conditions observed on September 20, 2021, and ATC Group Services LLC's understanding that this survey was conducted during normal working conditions at the survey site.

ATC Group Services LLC

Butny Fischer

Survey and report by:

Britny Fischer Staff Scientist

Direct Line: 251-509-0719

Email: britny.fischer@atcgs.com

Reviewed by:

Steven Dawson, M.S., CIH Certified Industrial Hygienist Direct Line: 251-509-0723

Steven (Danson

Email: steven.dawson@atcgs.com



Executive Summary

ATC Group Services LLC (ATC) was retained by the City of Mobile to perform an indoor air quality (IAQ) survey to address concerns in the Ben May Library (Library) located at 701 Government Street, in Mobile, Alabama 36602. ATC understands the purpose for the Library IAQ testing is to address concerns related to a leaking water pipe in the lower level employee kitchen area, as well as observed and identified visible mold growth (VMG) under the employee kitchen sink of the property building.

Ms. Britny Fischer, an ATC Hygienist, conducted this IAQ survey on September 20, 2021. This survey consisted of visual observations and direct-reading instrumentation to measure common IAQ parameters including temperature, and relative humidity. Indoor air samples were collected throughout the affected area for total mold spores and other biological particle concentrations. An air sample was also collected outside the building as an Outdoor Reference Sample. Surface samples were not collected.

Findings

The visual inspection indicated that housekeeping was good. No odors were present throughout the survey.

No visible signs of active leaks were observed during this survey. Water damage and suspect visible mold growth (SVMG) was observed under the kitchen sink. SVMG was also observed behind the cabinets in a void space through a cut space under the sink.

The IAQ comfort parameters of temperature and relative humidity were within the normal range for office and public areas. The air sample results indicate that measured microbial spore concentrations were lower than the concurrent outside concentrations in the lower level main employee area and the children's area on the first floor outside the entrance into the lower level; however, the level of *Aspergillus/Penicillium* was elevated in the kitchen area compared to the outside concentrations. The general biodiversity (genera and species present) in the indoor air samples was similar to the biodiversity in the outdoor air. Other biological particles were present at concentrations normally found in occupied office and public areas.

Conclusions

Based on the visual observations, direct-reading meter monitoring and analytical results, IAQ parameters evaluated during this limited IAQ survey were within the normal limits for occupied, office and public buildings. It is believed that conditions in surveyed area of the building were within the range of normal conditions and that the survey results are indicative of the general IAQ in the library.

ATC recommends that all water-damaged materials should be repaired or replaced as per the included remediation protocols.

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Appendices

Appendix A: Photograph Log

Appendix B: Analytical Laboratory Report



1.0 PROJECT INFORMATION

1.1 INTRODUCTION

ATC Group Services LLC (ATC) was retained by the City of Mobile to perform a Limited Indoor Air Quality (IAQ) survey of the Ben May Library (Library) located at 701 Government Street, in Mobile, Alabama 36602; hereinafter referred to as the Affected Area. ATC understands that there have been concerns regarding a leaking water pipe under the kitchen sink of the lower level employee area. After this water intrusion, SVMG was observed and tape lift sampling was conducted by Pace Analytical, identifying the mold growth as *Stachybotrys*. After receiving the results from the Pace sampling, the City of Mobile requested this IAQ survey. The Affected Area was categorized as areas of concern regarding IAQ. Unaffected areas were those areas in which there were no IAQ concerns. The areas of concern and unaffected areas were identified by City of Mobile representatives.

The purpose of this IAQ survey was to determine if conditions inside the Affected Area were adversely affecting IAQ. The survey included a visual assessment of the Affected Area, real-time monitoring of select IAQ comfort parameters, and air sampling for biological particles.

1.2 BACKGROUND AND SCOPE OF PROJECT

The building located at 701 Government Street in Mobile, Alabama consists of three stories; currently the building is operational. The Affected Area is the lower level employee kitchen area. The lower level consists of the employee area. The first and second floors consist of several offices and library areas.

ATC provided the following services as part of this survey:

- visually assessed the lower level employee kitchen area for conditions that couldpotentially affect the IAQ;
- collected direct read measurements for the IAQ comfort parameters of temperature andrelative humidity;
- collected air samples to test for airborne microbial spores and other biological particles;
- prepared a report with summary of direct read measurements, analytical results, observations, conclusions and recommendations.



REGULATIONS AND EVALUATION CRITERIA

2.1 ASHRAE

2.1.1 Temperature and Relative Humidity

The American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE) has published recommendations regarding thermal comfort in ASHRAE Standard 55-2017, *Thermal Environmental Conditions for Human Occupancy*. The standard indicates that temperatures between 68 and 80 degrees Fahrenheit (°F) may be acceptable, depending on the season and relative humidity.

The current ASHRAE Standard 55-2017 does not provide recommendations for maintaining indoor relative humidity within a specific range but it does establish an upper boundary for dew point at 62.2°F. This upper threshold dew point occurs at varying combinations of temperature and relative humidity (i.e. approximately 65% relative humidity at an ambient temperature of 72°F). An additional guideline regarding indoor air relative humidity exists in ASHRAE Standard 62.1-2016 (*Ventilation for Acceptable Indoor Air Quality*) that establishes a maximum relative humidity level of 65% where air-conditioning systems with dehumidification capability are installed.

It should be noted that ASHRAE Standard 55-2017 is only intended to provide acceptable thermal comfort for building occupants and is not applicable to maintaining conditions that may prevent indoor microbial growth. It should also be noted that no documented relative humidity value exists as a threshold that indicates the imminent growth of fungi (mold) on building materials and/or surfaces. However, relative humidity levels directly correspond to dew point temperatures. Increasing relative humidity values, and therefore increasing dew point temperatures, may elevate the likelihood of surface condensation and subsequent potential microbial growth. Some building system components such as air-conditioning ducts, cold water pipes, and concrete slabs on grade can be cooler than the maximum allowable dew point established by the Standard, resulting in condensation and potential microbial growth.

Temperature and relative humidity measurements as conducted during this limited IAQ survey are not intended to demonstrate compliance with all requirements of ASHRAE Standard 55-2017. The Standard includes other requirements such as temperature variation and air speed within indoor spaces and defines specific protocols and procedures for evaluating compliance with the Standard.



BIOAEROSOLS

Bioaerosol sampling provides data to help determine if an indoor source of airborne fungal spores is present in a space. There are currently no legal standards governing permissible levels of mold spore exposures or clearance levels for re-occupancy of a mold remediated area. Mold is naturally present outdoors and airborne spore concentrations change continually. ATC relies upon current scientific literature, guidelines or recommendations made by professional organizations and experts, and statistical methods in interpreting mold sampling results. Currentindustry standards recommend that the mold spore concentrations in an indoor environment be similar to the outdoor ambient air concentrations present at the time of the survey, as evidenced in the Outdoor Reference Sample. When no indoor mold sources are present, indoor airborne mold spore concentrations and types should be similar to or lower than outdoors, indicating that indoor mold reservoirs and/or amplification (growth) sites are not present. An indoor concentration of a particular species that is statistically higher than the outdoor concentration is considered an indicator of an indoor source of fungal spores.



3.0 METHODS AND EVALUATION CRITERIA

3.1 VISUAL AND MOISTURE ASSESSMENTS

ATC conducted a limited visual assessment of accessible building areas to determine whether signs of IAQ stressors, such as chemicals, cleaners, visible fungal growth or water damage, were present as well as the general layout of the Affected Area. ATC did not use destructive methods (such as opening wall cavities) to access hidden areas. ATC did not move any furniture or other furnishings during this assessment.

ATC used a GE Protimeter penetrating and surface scanning moisture meter to confirm whether or not moisture was present. Moisture measurements were collected in known dry locations for comparison to measurements in suspect locations using the scale programmed into the instrument for the building materials being tested.

3.2 IAQ PARAMETER MEASUREMENTS

IAQ parameter measurements included temperature and relative humidity. The measurements were collected using an Extech Instruments Protimeter. The monitor is calibrated by the manufacturer on an annual basis. Direct-read measurements were taken at various locations throughout the Affected Areas and outside the building. The instrument was allowed to stabilize in each area prior to recording the measurements.

3.3 BIOLOGICAL PARTICLE AIR SAMPLING

Non-culturable microbial air samples were collected by means of Allergenco-D cassettes attached to a high volume battery-powered A.P. Buck BioAire pump. The Allergenco-D cassettes impact particulates on a glass slide substrate for direct microscopic analysis. Sample airflow rates were 15 liters per minute (lpm), with a sampling duration of five minutes at each sample location.

The collected samples were sealed and uniquely labelled before being delivered to EMSL Analytical, Inc. (EMSL) in Cinnaminson, New Jersey for direct microscopic examination for microbial spores and other biological particles. EMSL is accredited under the American Industrial Hygiene Association (AIHA) Environmental Microbiology Laboratory Accreditation Program (EMLAP) and participates in the AIHA Environmental Microbiology Proficiency Analytical Testing (EMPAT) quality control program. EMSL's certificate No. is 100194.



4.1 VISUAL ASSESSMENT

This assessment only included the lower level employee area. Flooring material included vinyl floor tile and cove base. No visible water damage or SVMG was observed on the flooring materials. Walls and ceilings consisted of a drywall system. SVMG was observed behind the cabinets in the void space on the drywall behind the kitchen sink

4.2 BIOLOGICAL PARTICLE AIR SAMPLING

Four air samples, including one exterior reference sample, were collected throughout the Affected Area, including the area of concern and adjacent unaffected areas, of the lower level employee area, the adjacent children's area of the first floor, and outdoors in the front of the building.

Laboratory analytical results indicate that mold spore concentrations inside the Affected Areas were lower than the Exterior Reference Sample measured concentrations in the lower level main employee area and the children's area on the first floor outside the entrance to the lower level; however, the lower level employee kitchen area had higher concentrations than that of the Exterior Reference Sample. The analytical results are summarized in Table 1 and are presented as spores per cubic meter of air (spores/m³).

Table 1: Bio Aerosol Sampling Results: September 20, 2021

Sample Number	Sample Location	Mold Type	Spore Count (spores/m³)	Total Spore Count (spores/m³)		
		Ascospores	40			
		Aspergillus/Penicillium	1,700			
ML-01	Lower Level Employee	Basidiospores	200	2,080		
IVIE 01	Kitchen Area	Cladosporium	40			
		Pithomyces	90			
		Nigrospora	10			
	Lower Loyal Main	Aspergillus/Penicillium	40			
ML-02	Lower Level Main	Basidiospores	40	90		
	Employee Area	Cladosporium 10]		
	First Floor Children's Area	Aspergillus/Penicillium	40			
ML-03	on the First Floor Outside	Basidiospores	100	190		
IVIL-US	the Entrance to the Lower	Cladosporium	40			
	Level	Myxomycetes	10			
		Alternaria (Ulocladium)	40			
		Ascospores	1,000			
	Outdoors	Aspergillus/Penicillium	100			
ML-04	Outdoors	Basidiospores	3,100	4 740		
IVIL-U4	(Exterior Reference	Cladosporium	440	4,740		
	Sample)	Curvularia	10			
		Ganoderma	40			
		Nigrospora	10			

^{*} Total number of spores is rounded to two significant figures from raw counts and may not always exactly equal the total sum of spore types presented in the next column.

The full laboratory analytical report is located in Attachment B of this report.

4.3 IAQ PARAMETER MEASUREMENTS

Table 2 represents the direct reading instrument data that was collected during the assessment on September 20, 2021. Temperature is presented as °F and relative humidity as percentage (%).

Table 2: Direct Read Instrument Measurements September 20, 2021

Sample Location	Temperature (°F)	Relative Humidity (%)
Outdoors	76.9	52.6
Lower Level Employee Kitchen Area	74.4	41.4
Lower Level Main Employee Area	74.2	41.5
First Floor Children's Area Outside Entrance to Lower Level	73.9	40.9

4.3.1 Temperature

At the time of the testing, indoor temperatures ranged from 74.2°F to 74.4°F at various locations throughout the Affected Area. The temperature readings within the assessment areas were relatively consistent and were generally lower than the ASHRAE comfort zone guidelines of 76°F – 82°F. These guidelines are based on occupants wearing light clothing inside a building with relative humidity ranging from 20% to 29%. Temperature may be adjusted as needed for employee comfort.

4.3.2 Relative Humidity

Relative humidity levels ranged from 41.4% to 41.5% throughout the Affected Area and were below the ASHRAE recommended relative humidity comfort maximum guidelines, indicating acceptable conditions. The optimum relative humidity should be dependent upon occupant comfort.

4.4 VENTILATION SYSTEM

The heating, ventilation and air-conditioning (HVAC) system supplies air via a ducted system. The air filters, when observed, generally appeared to be clean; however, this should be verified by a certified HVAC technician. Condensate drain pans were not accessible at the time of the survey, and should be checked to ensure the drain pan is operating properly and is not plugged.

The HVAC system should be checked for cleaning, proper operation, balancing and that no stagnant areas are present.



5.0 CONCLUSIONS AND RECOMMENDATIONS

Based on visual observations, direct-reading monitor measurements and analytical laboratory results, ATC concludes that IAQ comfort parameters throughout the Affected Area generally meet applicable guidelines, although the temperature was slightly below those guidelines and should be monitored and adjusted as needed for occupant comfort. Suspect visual mold growth was observed in some locations of the affected area.

The following recommendations are based on ATC's observations and data accumulated to date. In all situations, any underlying cause of moisture accumulation must be rectified or fungal growth will reoccur or expand. Any moisture infiltration should be stopped and the area thoroughly cleaned immediately to prevent and limit mold growth. It is highly recommended that all sources for potential water intrusion are repaired prior to mold remediation activities.

It is ATC's opinion that any microbial growth identified in the Affected Area be removed by an experienced mold remediation contractor. Only personnel trained on proper cleanup methods, personal protection, and potential health hazards associated with microbial organisms which comply with the requirements of the OSHA Hazard Communication Standard (29 CFR 1910.1200) should be used during remediation. At a minimum, personnel should be equipped with half-face air purifying respirators equipped with HEPA cartridges, disposable protective clothing and gloves to be worn at all times during preparation, removal, and final cleaning. Respiratory protection shall comply with the OSHA Respiratory Protection Standard (29 CFR 1910.134).

The work area should be prepared by providing complete isolation between the work area and the rest of the building using 6 mil polyethylene sheeting sealed with duct tape (i.e. doors, vents, ducting, and other openings.) Warning signs and barrier tape can be used to prevent unauthorized entry to the work area. Air scrubbers equipped with HEPA filtration, and exhaustedoutdoors, should be placed in the work areas to filter the air and create a negative pressure environment. Entry and egress to the work area should be through 3-fold Z-flaps or zipper doors. A series of HEPA filter air filtration devices can be placed within the building during remediation activities to reduce the amount of airborne mold spores.

ATC recommends the destructive removal of any affected mold impacted porous materials (gypsum, wallboard, sheetrock, insulation, carpet, and cloth), to a point of two feet beyond any suspect microbial growth. If microbial growth is found, affected wood stud framing and other wood materials within contaminated wall cavities should be HEPA vacuumed, wire-brushed or sanded, and then HEPA vacuumed again to remove any superficial mold growth inside the grain of the wood, and replaced if the fungal colonization is extensive and has affected the integrity of the wood. Any sanding should be performed under negative pressure containment with a sander equipped with High Efficiency Particulate Air (HEPA) filtration. All materials to be reused should be dry and visibly free from mold. After visible debris has been removed, all surfaces within the enclosed work area, decontamination room, and all other affected areas should be HEPA vacuumed and wiped cleaned. The use of water should be minimized throughout the remediation process. Do not reuse cloths during this process.

Cleaning of any porous materials, such as duct insulation, within the affected containment should be performed with a vacuum cleaner equipped with a HEPA filter, followed by a wipe-down of all non-porous surfaces (metal, plastic, glass, smooth/painted concrete surfaces, etc.) in the



containment with a mild detergent. The use of gaseous ozone, chlorine dioxide, bleach, or fungicides for remedial purposes is not recommended.

Contaminated porous materials that cannot be cleaned should be removed from the building in sealed plastic bags. The outside of the bags should be cleaned with a damp cloth and a detergent solution prior to their transport to uncontaminated areas. There are no special requirements for the disposal of moldy materials.

If the return air vent is within the Affected Area, the air handling fan coil units and associated duct systems in the Affected Area should also be contact cleaned to remove any settled dust and mold spores. This process should be completed after all demolition activities are complete. These affected air handling units will require direct contact cleaning to the evaporator coils, fan and fan housings, return plenums and supply ducts. Cleaning methods should follow industry-recognized methods as prescribed by the National Air Duct Cleaners Association (NADCA). If the return air vent is not within the Affected Area, a bio-aerosol may be used to clean the HVAC duct systems.

After all surfaces are visibly clean and completely dry, final visual and air and/or surface testing is recommended prior to any rebuilding activities. Final visual and air monitoring should be conducted by properly trained personnel prior to reconstruction.



This report has been prepared to assist City of Mobile with an evaluation of indoor environmental conditions related to indoor air quality in the Ben May Main Library, located at 701 Government Street. Our objective was to perform our work with care, exercising the customary skill and competence of consulting professionals in the relevant disciplines in this region. The opinions presented in this report are based solely upon limited observations of conditions in the Ben May Main Library, at the time of our investigation. ATC cannot act as insurers, and no expressed or implied representation or warranty is included or intended in our report except that our work was performed, within the limits prescribed by our client, with the customary thoroughness and competence of our profession at the time and place the services were rendered. Additionally other possible building material hazards such as asbestos and lead-based paint were not included as part of this evaluation and may require proper sampling for proper personnel protective equipment prior to disturbance. Other unidentified microbiological contamination may be located within walls, ceiling cavities, below flooring or grade, and other non-accessible areas. Precaution should be used during future investigations or renovations. The condition of microbiological impact may change gradually or suddenly, depending upon time and conditions.

The scope of services performed was limited to those described in the ATC proposal to City of Mobile, or in modifications to the proposal, as mutually agreed upon by ATC and City of Mobile. It is understood that no environmental investigation can wholly eliminate uncertainty regarding the potential for adverse environmental conditions or health risks. This investigation was intended to reduce, although not eliminate, such uncertainties.

This is to confirm that ATC has no present or prospective interest in the subject property, and that the preparers of the report have no personal bias with respect to the property or to the parties involved.



APPENDIX A

Photograph Log



 Kitchen Sink of Lower Level Employee Area with Leaking Water Pipe



2. Underneath Leaking Kitchen Sink with Evidence of SVMG.
Behind Wood Board is SVMG in Void Space



3. Overall of Lower Level Employee Area



APPENDIX B

Analytical Laboratory Report



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

 Britny Fischer
 Phone:
 (251) 447-0944

 Atlas Technical
 Fax:
 (251) 447-0942

30181 State Hwy 59 Collected Date:

 Suite 1A
 Received
 Date:
 09/21/2021

 Loxley, AL 36551
 Analyzed Date:
 09/22/2021

Project: Z021000499

Attention:

Lab Sample Number Client Sample ID Volume (L) Sample Location	ML-01 75			342115848-0002 ML-02 75 Main Employee Area Downstairs			342115848-0003 ML-03 75 Outside of Door Into Downstairs of			
Spore Types	Raw Count	Count/m ³	% of Total	Raw Count	Count/m ³	% of Total	Raw Count	Count/m ³	% of Total	
Alternaria (Ulocladium)	-	-	-	-	-	-	-	-	-	
Ascospores	1	40	1.9	-	-	-	-	-	-	
Aspergillus/Penicillium	38	1700	81.7	1	40	44.4	1	40	21.1	
Basidiospores	5	200	9.6	1	40	44.4	3	100	52.6	
Bipolaris++	-	-	-	-	-	-	-	-	-	
Chaetomium++	-	-	-	-	-	-	-	-	-	
Cladosporium	1	40	1.9	1*	10*	11.1	1	40	21.1	
Curvularia	-	-	-	-	-	-	-	-	-	
Epicoccum	-	-	-	-	-	-	-	-	-	
Fusarium++	-	-	-	-	-	-	-	-	-	
Ganoderma	-	-	-	-	-	-	-	-	-	
Myxomycetes++	-	-	-	-	-	-	1*	10*	5.3	
Pithomyces++	2	90	4.3	-	-	-	-	-	-	
Rust	-	-	-	-	-	-	-	-	-	
Scopulariopsis/Microascus	-	-	-	-	-	-	-	-	-	
Stachybotrys/Memnoniella	-	-	-	-	-	-	-	-	-	
Unidentifiable Spores	-	-	-	-	-	-	-	-	-	
Zygomycetes	-	-	-	-	-	-	-	-	-	
Nigrospora	1*	10*	0.5	-	-	-	-	-	-	
Total Fungi	48	2080	100	3	90	100	6	190	100	
Hyphal Fragment	1	40	-	-	-	-	2	90	-	
Insect Fragment	1*	10*	-	-	-	-	1*	10*	-	
Pollen	1*	10*	-	-	-	-	-	-	-	
Analyt. Sensitivity 600x	-	44	-	-	44	-	-	44	-	
Analyt. Sensitivity 300x	-	13*	-	-	13*	-	-	13*	-	
Skin Fragments (1-4)	-	2	-	-	2	-	-	2	-	
Fibrous Particulate (1-4)	-	2	-	-	2	-	-	2	-	
Background (1-5)	_	2	_	_	2	-	_	2	_	

++ Includes other spores with similar morphology; see EMSL's fungal glossary for each specific category.

No discernable field blank was submitted with this group of samples.

Yessica Martinez Seeman, Florida Microbiology Regional Manager

342115848

EMSL Order:

Customer PO:

Project ID:

Customer ID: CADA42

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.

High levels of background particulate can obscure spores and other particulates, leading to underestimation. Background levels of 5 indicate an overloading of background particulates, prohibiting accurate detection and quantification. Present = Spores detected on overloaded samples. Results are not blank corrected unless otherwise noted. The detection limit is equal to one fungal spore, structure, pollen, fiber particle or insect fragment. *** Denotes particles found at 300X. **." Denotes not detected. Due to method stopping rules, raw counts in excess of 100 are extrapolated based on the percentage analyzed.

Samples analyzed by EMSL Analytical, Inc. Orlando, FL AIHA-LAP, LLC-EMLAP Accredited #163563

Initial report from: 09/22/2021 08:49 AM



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

Attention: Britny Fischer

Atlas Technical 30181 State Hwy 59

30181 State Hwy 59

Suite 1A

Loxley, AL 36551

Project: Z021000499

EMSL Order: 342115848 **Customer ID:** CADA42

Customer PO: Project ID:

Phone: (251) 447-0944

Fax: (251) 447-0942

Collected Date:

Received Date: 09/21/2021 **Analyzed Date:** 09/22/2021

Lab Sample Number Client Sample ID Volume (L) Sample Location	3	42115848-0004 ML-04 75 Outside							
Spore Types	Raw Count	Count/m³	% of Total	-	-	-	-	-	
Alternaria (Ulocladium)	1	40	0.8			-			
Ascospores	24	1000	21.1			-			
Aspergillus/Penicillium	3	100	2.1			-			
Basidiospores	72	3100	65.4			-			
Bipolaris++	-	-	-			-			
Chaetomium++	-	-	-			-			
Cladosporium	10	440	9.3			-			
Curvularia	1*	10*	0.2			-			
Epicoccum	-	-	-			-			
Fusarium++	-	-	-			-			
Ganoderma	1	40	0.8			-			
Myxomycetes++	-	-	-			-			
Pithomyces++	-	-	-			-			
Rust	-	-	-			-			
Scopulariopsis/Microascus	-	-	-			-			
Stachybotrys/Memnoniella	-	-	-			-			
Unidentifiable Spores	-	-	-			-			
Zygomycetes	-	-	-			-			
Nigrospora	1*	10*	0.2			-			
Total Fungi	113	4740	100			-			
Hyphal Fragment	-	-	-			-			
Insect Fragment	-	-	-			-			
Pollen	-	-	-	-	-	-	-	-	
Analyt. Sensitivity 600x	-	44	-			-			
Analyt. Sensitivity 300x	-	13*	-			-			
Skin Fragments (1-4)	-	1	-			-			
Fibrous Particulate (1-4)	-	2	-						
Background (1-5)	-	2	_						

++ Includes other spores with similar morphology; see EMSL's fungal glossary for each specific category.

No discernable field blank was submitted with this group of samples.

Yessica Martinez Seeman, Florida Microbiology Regional Manager

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.

High levels of background particulate can obscure spores and other particulates, leading to underestimation. Background levels of 5 indicate an overloading of background particulates, prohibiting accurate detection and quantification. Present = Spores detected on overloaded samples. Results are not blank corrected unless otherwise noted. The detection limit is equal to one fungal spore, structure, pollen, fiber particle or insect fragment. *** Denotes particles found at 300X. **.* Denotes not detected. Due to method stopping rules, raw counts in excess of 100 are extrapolated based on the percentage analyzed.

Samples analyzed by EMSL Analytical, Inc. Orlando, FL AIHA-LAP, LLC-EMLAP Accredited #163563

Initial report from: 09/22/2021 08:49 AM

OrderID: 342115848



Microbiology Chain of Custody EMSL Order Number (Lab Use Only):

342115848

EMSL ANALYTICAL, INC. 200 ROUTE 130 NORTH CINNAMINSON, **NJ** 08077

PHONE: (800) 220-3675 FA)c:(856) 786-0262

. Page 1 of I

EMSL Analytical, Inc.'s Laborator, yTerms and Conditions are incorporated into this chain of custody by reference in their entirely. Submission of samples lo EMSL Analytical, Inc. constitutes, acceptance and acknowledgment of all terms and conditions by Customer.

Controlled Document - COC-34 M(cro R8 11/1412017

Page 1 Of 2

Company Name:	TC Grou	ıp Services						ne [pifferent 11 ctions In Comments	
Street:3O181 Sta	te Highway	59, Suite 1A			Third Party Bi	il/mg requii	res written a	authorization from	third patty.
City: Loxley	I <u>.</u>	State/Province: AL		Zip/Postal Code:36551 country:US					5
Ref)ort To (Name	e): Britny Fische	er		Teleohone #:					
Email Address	: britny.fischer@	oneatlas.com		Fax#:	l L			Purchase O	rder:
Project Name/Nur	mber: Z02100 0	499		Please	e Provide R	esults:	D Fax	Email	
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M030 Micro 5		ergenco-0	M024 Pseudon	nonas aer	ruginosa (MFT		M116 Sew	age Screen -Wa	ter (MPN"*)
M041 Fungal Direct E		ergenco-o	M015 Heterotr	•		DI		age Screen - SW	
M169 Pollen ID & Er			M017 Tolal Co M018 Total Co					age Screen - Swa Scriphicil/in-resistant Sa	
M280 Dust Character	ization Level-1		M114 Total Co		. <i>coli</i> Enumer	ation	(MRSA)		
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MOOS Viable Fungi-			M020 Fecal Str		,		M0"14 End	doto)(in Analysis	
MOOG Viable Fungi- Air Samples (Includes Penici/1/um, AspergiJ/us, Cladosporium, Sfachybotrys Species ID &			M029 Enterococci (MFT*) M129 Enterococci (Enterolert PIA***) M044 Group Allergen (Cal, I						
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ML-O2		e Area Downstairs	Air	np	□NP	MO32		09/20/2021	
ML-O3		ownslai,s of Child.en"s Area	Air	DP	⊟NP	MO32	75ml	09/20/2021	
ML-04 Outside		Air	DP	NP	MO32	75 ml	09/20/2021		
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Company ID Number:

Approved by:

Employer	
Name (Please Type or Print)	Title
Signature	Date
Department of Homeland Security – Verificat	ion Division
Name (Please Type or Print)	0
Signature	Date

Page 13 of 17 E-Verify MOU for Employers | Revision Date 06/01/13





Company ID Number:

	n Required for the E-Verify Program
Information relating to your Com	ipany:
Company Name	
Company Facility Address	
Company Alternate Address	
County or Parish	
Employer Identification Number	
North American Industry Classification Systems Code	
Parent Company	
Number of Employees	
Number of Sites Vehicled to	

Page 14 of 17 E-Verify MOU for Employers | Revision Date 05/01/13

End of Section

EXHIBIT 2

City of Mobile Insurance Requirements Contractor

<u>Insurance</u> – For the duration of this agreement, the Contractor shall maintain the following minimum amounts for this project:

A. Workers' Compensation/Employer's Liability:

- Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.
- Employer's Liability with limits of not less than:

Bodily Injury by Accident
Bodily Injury by Disease
Bodily Injury by Disease
Bodily Injury by Disease
S1,000,000 each employee

 Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

B. Comprehensive General Liability Insurance:

- Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed by Contractor.
- Limit of Liability: \$1,000,000 combined single limit of liability each occurrence bodily injury or property damage.
- General Aggregate Limit shall apply on a "Per Project" Basis.

C. Automobile Liability Insurance:

 Automobile Liability Insurance to cover any auto, including all owned, nonowned, and hired vehicles, with a \$1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.

D. Excess/Umbrella Liability Insurance

- Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.
- Limit of Liability: \$2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

CERTIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE

The policy endorsements listed below are required and must be listed in the "Description of Operations" box on the Certificate of Liability Insurance or listed separately on an attachment to the certificate of insurance (ACORD 101, Additional Remarks Schedule).

Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.

<u>Additional Insured</u> - All policies of insurance, except those referenced under paragraph A, shall be endorsed to name City of Mobile as an Additional Insured

<u>Primary Insurance</u> - All policies of insurance, except those referenced under paragraph A, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

Certificates of Insurance - General - Within ten (10) calendar days from date of issuance of Contract forms for execution, Consultant shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Consultant shall also be responsible for delivering policy renewal certificates to the City of Mobile. A sample Certificate of Liability Insurance form, including the policy endorsement is attached for Consultant's reference.

A	CORD C	ER	TIF	ICATE OF LIA	BILI	TY INS	URANG	E [DATE	(WWDD/YYYY)
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	Dity of Mobile				THE	EXPIRATIO	N DATE TH	ESCRIBED POLICIES BE C EREOF, NOTICE WILL BY PROVISIONS.		
Building Services Department			AUTHOR	ZEO REPRESA	INTATIVE					
P.O. Box 1827				AUTHORIZED REPRESENTATIVE						

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Mobile, AL 35533-1827

ACORD 25 (2016/03)

End of Section

EXHIBIT 3

STANDARD SERVICE CONTRACT AGREEMENT BETWEEN CITY OF MOBILE AND CONTRACTOR

This AGREEMENT made and e year 20,	ntered into this	day of	, in the
by and between THE CITY OF hereinafter called the "City",	MOBILE, by its M	Mayor, duly authorized party	of the first part,
And the CONTRACTOR :		(,	
City of Mobile License Number:		$\overline{}$	
City of Mobile Vendor Number:			
SERVICE CONTRACT ADMI	NISTRATOR:	Mr. Ozzie Elortegui Building Services Departme City of Mobile, P.O. Box 18 Mobile, AL 36633-1827 251-208-7639, ozzie@cityo	827
PROJECT NAME:	ENVIRONM	ENTAL REMEDIATION	
PROJECT LOCATION:	BEN MAY M	BREAKROOM – TAIN LIBRARY NMENT STREET 1. 36602	
PROJECT NUMBER:	SR-016-22-A		
County of Mobile			

WITNESSETH, that this Contractor and City, for the considerations stated herein, agree as follows:

ARTICLE 1. Statement of Work to be Performed:

City of Mobile, Alabama

1.1 The Contractor shall furnish all labor, material, tools, equipment and supplies and perform all work required to provide environmental remediation to the basement breakroom at the Ben May Main Library, 701 Government Street, Mobile, AL 36602, in strict accordance with the Contract Documents as listed in Article 6, all of which are made part hereof, as prepared by or under the direction of the Director of Real Estate Asset Management.

ARTICLE 2. Term of Contract:

2.1 The Work shall commence on the date of written Notice to Proceed, issued by the City. The term of the Contract shall extend for Ten (10) calendar days from the date of the Notice to Proceed.

ARTICLE 3. Contract Sum:

3.1 The City shall pay the Contractor for the Term of this Agreement, subject to additions and deductions provided herein, in current funds, the sum as follows:

Total Contract Amount:

Subtotal: Allowance*:

Total:

(Amount in Words)		
	<u>& 00/100 Dollars</u> (\$. 00) (Amount in Numbers)
In case of any discrepancy, the amount in words sha	all govern this Quote.	
3.2 Schedule of Values:		
Environmental Remediation:		
Cleaning, Disinfecting, and Encapsulation –	- Basement Breakroom:	.00
Destructive Remediation:		\$.00

500.00

The City of Mobile reserves the rights to add, remove and modify services, as needed during the term of this Agreement.

All remediation work shall be in accordance with Environmental Protection Agency (EPA), Institute of Inspection and Restoration (IICRC), or other documented methodology.

^{*} An Allowance of Five Hundred and 00/100 Dollars (\$500.00) has been established in the Contract to cover any unforeseen conditions that require additional remediation. The Allowance shall be used for items of work not included under Basic Services in the Contract Documents. All additional work under this section must be authorized by the City, in writing, prior to ordering materials and/or undertaking work. The Allowance shall cover cost of material, labor, equipment, overhead, profit, and all other expenses for additional work as required by City. Upon completion of the Service Contract, any unused portion of the Allowance shall be credited back to the City in the form of a Change Order.

3.3 Unit Prices:

For work performed outside of Basic Services, as described in Exhibit A, the following rates shall apply:

Α.	Regular Time (8:00 am to 4:00 pm, Monday through Friday):
	Rate \$ per hour
В.	Overtime (4:00 pm to 8:00am, Monday through Friday, Saturdays and Sundays)
	Rate \$ per hour
C.	Company's Holidays:
	Rate \$ per hours

Parts/Material: Service Contractor's direct cost plus <u>Fifteen (15%) percent</u>.

ARTICLE 4. Payments:

- 4.1 The City shall pay the Contractor on account of the Contract as follows:
 - A. Payments shall be made upon completion of work, as specified.
 - B. Original invoice shall be delivered to the Service Contract Administrator for review and approval.
 - C. Payments shall be made in accordance with the accepted Schedule of Values listed in the Contract Documents.

ARTICLE 5. Termination of the Contract:

5.1 The City may terminate the Contract upon Three (3) days written notice. Notice from the City shall be mailed to the address provided by the Contractor in this Agreement. The City shall pay the Contractor for work executed and for proven loss with respect to materials, equipment, tools and reasonable overhead.

5.2 The City shall not make payment to the Contractor for profit and damages, as the result of terminating the Contract.

ARTICLE 6. Contract Documents:

6.1 The contract documents consist of this Agreement, General Conditions of the Contract, and the Specifications (all of which are bound in the Project Manual), Addenda issued prior to the execution of the Contract, The Contractor's Proposal as accepted by the City, other documents listed in this Agreement, and Modifications issued after the execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents, other than a Modification, appears below:

1. This Instrument (Agreement)	8 pages
2. Scope of Work	2 pages
3. Exhibit A – LOCATION	1 page
4. Exhibit B – ATC Air Quality Report, October 4, 2021	19 pages
5. E-Verify Documentation	2 pages
6. Certificates of Insurance with endorsements	pages

ARTICLE 7. Insurance:

- 7.1 Required coverage:
- 7.1.1 For the term of this Agreement, Contractor shall acquire and maintain in full force and effect the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, which such insurance shall name the City of Mobile as an additional insured, and shall attach to this contract as proof thereof a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama:
- A. Comprehensive Liability insurance (occurrence form) including coverage for premises, products and complete operations, and blanket contractual liability, specifically covering the obligations assumed by the Contractor.
 - 1. Bodily injury liability: \$1,000,000 each person \$1,000,000 each occurrence
 - 2. Property damage liability \$1,000,000 each occurrence.
 - 3. Or, in lieu of (1) and (2) above:
 Bodily injury and property damage combined -\$1,000,000 per occurrence
 - 4. General Aggregate limit shall apply on a "Per Project" Basis.
- B. Comprehensive Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles.
 - 1. Bodily injury liability: \$1,000,000 each person \$1,000,000 each occurrence
 - 2. Property damage liability \$1,000,000 each occurrence.
 - 3. Or, in lieu of (1) and (2) above)
 Bodily injury and property damage combined \$1,000,000 per occurrence
- C. Excess/Umbrella Liability insurance
 - 1. \$2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.
 - 2. Providing following form coverage for Employer's Liability, Comprehensive General Liability and Automotive Liability.
- D. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.
- 7.1.2 If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Contractor's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement. Said certificate shall require that said insurance coverage will not be altered or terminated unless City shall have been given written notice of such alteration or termination delivered to City not less than thirty (30) days before the effective date of such alteration or termination.
- 7.1.3 Waiver of Subrogation all policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.
- 7.1.4 Additional Insured all policies of insurance, except those referenced under 7.1.1 D, shall be endorsed to name City of Mobile as an Additional Insured.

- 7.1.5 Primary Insurance all policies of insurance, except those referenced under 7.1.1 D, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.
- 7.1.6 Certificates of Insurance prior to execution of the Agreement, Contractor shall deliver to the City of Mobile certificates of insurance certifying the existence and limits of the insurance coverages, noting applicable endorsements, described above, and shall deliver same and renewals thereof to the City of Mobile. The certificates shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without Thirty (30) days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

7.2 General

7.2.1 A Surety authorized to do business in the State of Alabama shall execute and furnish all insurance. Insurance produced outside of the State of Alabama must be signed or countersigned by a Resident Agent of the State of Alabama, with resident agent's name, address and telephone number typed or printed on form.

ARTICLE 8. Miscellaneous Provisions

- 8.1 Breach of Contract: In the event of any breach or apparent breach by Service Contractor of any of its obligations under the terms of this Agreement, and in the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Service Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.
- 8.2 Indemnification. Contractor shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with Contractor's performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property.
- 8.3 Entire Agreement: This Agreement is the final expression of the agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.
- 8.4 Governing Law and Venue: This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.
- 8.5 Licenses, permits, etc.: Contractor shall obtain, at its own expense, all necessary professional licenses, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement.

- 8.6 No Agency Relationship Created: Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as City may from time-to-time request, to indicate that it is an independent contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.
- 8.7 Anti-discrimination: Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen (15%) percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.
- 8.8 Assertion of Rights: Failure by the City to assert a right or remedy shall not be construed as a waiver of that right or remedy.
- 8.9 State of Alabama Immigration Law: By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.
- 8.10 Public contracts with entities engaging in certain boycott activities: By signing this contract, the Contractor further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.
- 8.11 Force Majeure: In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, Acts of God, pandemics, or other reasons of a like nature, not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.
- 8.12 Contractor shall not assign or transfer its interest in this Agreement without written consent of the City, which consent will be granted or withheld at the City's sole discretion.
- 8.13 The City's Representative, authorized to act on the City's behalf with respect to this Agreement is the Mayor of the City of Mobile or a designated representative. The City's liaison with the Contractor is the City's Representative. The _______ is authorized to act on the Contractor's behalf.

8.14 CDC/NIH Covid-19 Guidelines are in effect. The Service Contractor shall adhere to current guidelines as directed by the City. All Service Contractor's personnel shall wear a face mask/face covering at all times while in a City of Mobile building, adhere to current social distancing guidelines, and note that temperature checks may be conducted.

ARTICLE 9. Signature:

CITY

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hand and seal; the Mayor of the City of Mobile, acting under and by virtue of such office and with full authority, and the Contractor by such duly authorized officers or individuals as may be required by law.

CONTRACTOR

City of Mobile				
Signature	Signature			
William. S. Stimpson				
Mayor, City of Mobile	Printed Name and Corporate Title			
ATTEST:				
City Clerk				

END OF SECTION