CITY OF MOBILE

REQUEST FOR QUOTES

MAY 26, 2020

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

Project Name: **Environmental Remediation**

Project Location: **Exploreum Science Center**
65 Government Street, Mobile, AL 36602

Project Number: **SR-032-20**

The City of Mobile will receive quotes for the above stated project on Tuesday, June 2, 2020, no later than 2:00 PM local time. Due to restricted access to Government Plaza offices during the Covid-19 crisis, it is recommended that quotes be emailed to the Building Services, Service Contract Administrator (ozzie@cityofmobile.org). Quotes may also be mailed or delivered in person to the following address:
City of Mobile,
Building Services Department, Room 546
205 Government St., Mobile, AL 36602
or via USPS:
P.O. Box 1827
Mobile, AL 36633-1827

If delivered in person, it will be necessary to call the Building Services Department, Service Contract Administrator (Ozzie Elortegui at 251- 208-7639) to arrange a time. Enter Government Plaza from the South Joachim Street (west) entrance and meet the Service Contract Administrator at the security checkpoint.

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 Exploreum Science Center, as described in Exhibit A, Scope of Work, and in accordance with the terms of the Contract.

Pre-Quote Conference:
A Pre-Quote conference shall be held at the project site, Exploreum Science Center, 65 Government Street, Mobile, AL 36602, commencing on Thursday, May 28, 2020, at 10:00AM local time. A representative of the bidder must be present at the meeting, due to COVID-19 social distancing requirements, groups of no more than Eight (8) individuals will be allowed into the building at any single time. If more than Eight (8) individuals are present, multiple groups will be sorted for a tour of the affected areas. Masks and/or face coverings will be required to enter the building, representatives will be required to bring their own mask and/or face coverings for this Pre-Quote Conference.

Examination of Documents:
Before submitting a Quote, Contractors 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 Contractor has made such examination.

Term of Agreement:
The Work shall commence on the date of written Notice to Proceed, issued by the Owner. The term of the Contract shall extend for Eight (8) working 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.

Bid Security (If Quote/Bid is greater than $15,000.00):
Cashier's Check drawn on an Alabama bank and made payable to the City of Mobile or Bid bond in the amount of 5% of the initial term (one year's) Bid Amount, but in no case more than $10,000, is required to accompany Bid if Total Bid is $15,000 or more. By submitting a Bid Security, the Bidder pledges to enter into a Contract with the City of Mobile on the terms stated in the Bid, and will, if required, furnish bonds covering faithful performance of the Contract and required insurance certificate. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds or insurance, the amount of the Bid security shall be forfeited to the Owner as liquidated damages, not as a penalty. Bid Bond shall be valid for a minimum of sixty (60) days from the date of Bid. The Owner reserves the right to retain the security of all Bidders until the successful Bidder enters into the Contract or until sixty (60) days after Bid 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 virus 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 Owner 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 Owner will pay the Contractor for actual work performed in accordance with the following:

- Payments will be made upon the completion of all 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 Owner or Contractor may terminate the Contract upon thirty (30) days written notice. The Owner shall pay only for work executed and proven loss with respect to materials, equipment, tools and reasonable overhead. The Owner 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" (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.

- Within Ten (10) calendar days from the date of issuance of Contract forms for execution, the Contractor shall deliver to the City of Mobile the following documents:

    1. Proof of enrollment in the Federal E-Verify program (see sample document, attached as Exhibit 1)
    2. Certificate of Insurance along with ALL endorsements in accordance with City of Mobile Insurance Requirements (attached as Exhibit 2, with sample document)
    3. Fully executed Agreement (see sample document, attached as Exhibit 3)
    4. Enrollment in the City of Mobile's Vendor Registration Program, if not currently registered. https://www.cityofmobile.org/bids/vendor-portal-information/

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 Bid Documents in this regard.

B. Anti-discrimination: Service 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

ENVIRONMENTAL REMEDIATION - EXPLOREUM SCIENCE CENTER
65 GOVERNMENT STREET, MOBILE, AL
SR-032-20

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, insurance, equipment, and supplies and to sustain all expenses incurred in performing the Scope of Work for the amount listed below. Contractor acknowledges receipt of Addendum No._____ and dated_____.

The Work shall commence on the date of written Notice to Proceed, issued by the Owner. The term of the Contract shall extend for Eight (8) working days from the date of the Notice to Proceed.

Quotes shall include all applicable sales and use taxes and shall be provided in whole dollar amount with no cents.

Environmental Remediation:

Cleaning and Encapsulation	$_____.00
Destructive Remediation and Restoration	$_____.00
Subtotal:	$_____.00
Allowance*:	$ 5,000.00
Total:	$_____.00

Total Quote Amount: _____
(Amount in Words)

_____ and 00/100 Dollars ($_____.00)
(Amount in Numbers)

* An Allowance of Five Thousand and 00/100 Dollars ($5,000.00) 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 Owner, 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 Owner. Upon completion of the Service Contract, any unused portion of the Allowance shall be credited back to the Owner 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.

Please list a minimum of three (3) professional references, contact information, type of work performed, and date(s) performed. You may add additional references on a separate sheet, if needed.

A. Reference #1:

Company Name: _____
Company Address: _____
Telephone: _____ Email: _____
Type of Work: _____
Date(s): _____

B. Reference #2:

Company Name: _____
Company Address: _____
Telephone: _____ Email: _____
Type of Work: _____
Date(s): _____

C. Reference #3:

Company Name: _____
Company Address: _____
Telephone: _____ Email: _____
Type of Work: _____
Date(s): _____

Company Name: _____

Contact Name: _____

Contact Phone #: _____ **Cell #:** _____

E-mail Address: _____

Signature: _____ **Date**: _____

Printed Name: _____ **Title:** _____

END OF QUOTE FORM

EXHIBIT A

SCOPE OF WORK

SR-032-20 - ENVIRONMENTAL REMEDIATION
EXPLOREUM SCIENCE CENTER
May 26, 2020

Scope of Services: Furnish all labor, materials, tools, equipment, and supplies and to sustain all the expenses incurred in performing the work to remediate the Exploreum Science Center, 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 Owner'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 Owner'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 B – ATC Indoor Air Quality Survey, May13, 2020.
13) Attached as Exhibit C – Floor Plans

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 Owner 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.) 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.
5.) Clean/wipe all affected surfaces as required with mild cleaning solution, per standard protocols.
6.) Apply disinfectant.
7.) Areas to be cleaned/disinfected shall include exposed interior surfaces to include finish flooring, walls, molding and trim, doors, light fixtures, bathroom tiles, piping, conduit, ductwork, ceilings, furniture, exhibits, and equipment as required.
8.) Areas identified that contain Stachybotrys Species, 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. See ATC Report – Exhibit B for additional information.
9.) All products used shall be approved by owner, including but not limited to, drywall/gypsum board, mudding materials, paint and paint color, and any other materials to be used.
10.) Owner will perform the cleaning of the HVAC unit, as described in the ATC Report – Exhibit B.
11.) All areas cleaned and disinfected will also require encapsulation to prevent any regrowth.
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 Owner'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 Owner.

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END OF SECTION

EMSL Analytical, Inc.
200 Route 130 North Cinnaminson, NJ 08077
Tel/Fax: (800) 220-3675 / (856) 786-0262
http://www.EMSL.com / cinnmicrolab@emsl.com

EMSL Order:	372006848
Customer ID:	CADA42
Customer PO:	
Project ID:	

Indoor Air Quality Survey

ATC Project Number: Z021000387

Issue Date: May 13, 2020

Gulf Coast Exploreum
65 Government Street

Mobile, Alabama 36602

No discernable field blank was submitted with this group of samples. or other Approved Signatory

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. 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. When the information supplied by the customer can affect the validity of the result, it will be noted on the report. Samples analyzed by EMSL Analytical, Inc. Cinnaminson, NJ AIHA-LAP, LLC--EMLAP Lab 100194

Initial report from: 05/01/2020 10:27 AM

For information on the fungi listed in this report, please visit the Resources section at www.emsl.com

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EMSL Order: 372006848
Customer ID: CADA42
Customer PO:
Project ID:

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

May 13, 2020

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
Gulf Coast Exploreum
65 Government Street
Mobile, Alabama 36602 85021
ATC Project Number: Z021000387

Dear Ms. Ginn,
ATC Group Services LLC is pleased to present this report outlining the results of the Indoor Air Quality Survey conducted on April 28, 2020, at the Gulf Coast Exploreum located at 65 Government Street, in Mobile, Alabama 36602. This assessment was conducted in accordance with ATC Proposal No. 20-12502. 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 April 28, 2020, and ATC Group Services LLC's understanding that this survey was not conducted during normal working conditions at the survey site.

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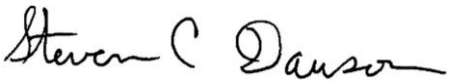
http://www.EMSL.com / cinnmicrolab@emsl.com

EMSL Order: 372006848
Customer ID: CADA42
Customer PO:
Project ID:

ATC Group Services LLC 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
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 Gulf Coast Exploreum (Exploreum) located at 65 Government Street, in Mobile, Alabama 36602. ATC understands the purpose for the Exploreum IAQ testing is to address concerns related to a previous water intrusion, as well as observed and identified visible mold growth (VMG) in the southeast portion of the property building.
Ms. Britny Fischer, an ATC Staff Scientist, conducted this IAQ survey on April 28, 2020. 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 due to inaccessibility.

Findings

The visual inspection indicated that housekeeping was average with dust observed on horizontal surfaces of the ductwork and piping. Minor odors were present throughout the survey with potential sources being the SVMG and water damage on the ceilings and the air vents.
No visible signs of active leaks were observed during this survey. Water damage and suspect visible mold growth (SVMG) was observed on the ceilings in the east portion of the first floor children's area. SVMG was also observed around air vents throughout the entire first floor. Small amounts of SVMG were observed around the emergency fire sprinklers on the southeast side of the Affected Area.
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, and the general biodiversity

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Project ID:

(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 the building were within the range of normal conditions and that the survey results are indicative of the general IAQ in the building. ATC recommends that the ventilation system be cleaned, based on observed dust and particulate matter around returns. All water-damaged materials and ceiling tiles should be repaired or replaced as per the included remediation protocols.

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Tables

Appendices

.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 Gulf Coast Exploreum (Exploreum) located at 65 Government Street, in

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Mobile, Alabama 36602; hereinafter referred to as the Affected Area. ATC understands that there have been concerns regarding a previous water intrusion. After this water intrusion, SVMG was observed and tape lift sampling was conducted by the City of Mobile. These samples were analyzed through 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 65 Government Street in Mobile, Alabama consists of two stories; currently the building is temporarily closed. The Affected Area is the first floor children's learning area and the second floor offices in the southeast portion of the property building. The first floor consists of several play areas for children. The second floor consists of several offices, a break room, and a conference room.

ATC provided the following services as part of this survey:

- visually assessed the first floor children's area and the second floor office spaces for conditions that could potentially affect the IAQ;
- collected direct read measurements for the IAQ comfort parameters of temperature and relative 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.

2.0 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.

2.2 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. Current industry 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.

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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 also discussed the reported concerns with some of the employees working within the building, including those working in the area of concern.
ATC used a Fluke Thermal Imaging Camera (TIC) to visualize temperature gradients in building materials that could indicate that excess moisture is present. The TIC was used in conjunction with 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.

4.0 RESULTS

4.1 VISUAL ASSESSMENT

This assessment only included the first floor children's area and the second floor offices. Flooring material on the first floor included carpet and cove base. Second floor included carpet and cove base in the halls and offices, white vinyl floor tile in the bathrooms, employee break room, and conference room. No visible water damage or SVMG was observed on the flooring materials.
Walls and ceilings consisted of a drywall system on the second floor and the interior walls and the

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ceiling of the first floor. The exterior walls of the first floor consisted of cinder blocks. Water damage and SVMG were observed on the ceilings in the east portion of the first floor children's area. SVMG was also observed around air vents and the emergency fire sprinklers in the first floor children's area. Dust and debris were noted on the horizontal surfaces of the duct work and piping throughout the first floor.
Minor odors were noted in the southeast area of the children's area, closest to the higher concentrations of SVMG along the east exterior wall.

4.2 BIOLOGICAL PARTICLE AIR SAMPLING

Nine air samples, including one exterior reference sample, were collected throughout the Affected Area, including the area of concern and adjacent unaffected areas, of the first floor children's area, the second floor offices, 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. The analytical results are summarized in Table 1 and are presented as spores per cubic meter of air (spores/m^3).

Table 1: Bio Aerosol Sampling Results: April 28, 2020

Sample Number	Sample Location	Mold Type	Spore Count (spores/m^3)	Total Spore Count (spores/m^3)
Outside	Outdoors (Exterior Reference Sample)	*Ascospores*	1,800	5,580
		Basidiospores	1,600	
		Cladosporium	1,600	
		Aspergillus/Penicillium	200	
		Unidentifiable Spores	100	
		Alternaria	80	
		Oidium	80	
		Curvularia	40	
		Cercospora	40	
EX-01	1st Floor, Northwest Corner, Closest to Entrance (Affected Area)	*Ascospores*	80	290
		Basidiospores	80	
		Aspergillus/Penicillium	80	
		Cladosporium	40	
		Bipolaris	10	

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Sample Number	Sample Location	Mold Type	Spore Count (spores/m^3)	Total Spore Count (spores/m^3)
EX-02	1st Floor, Northeast Corner, Wall Closest to Water Street (Affected Area)	*Ascospores*	200	250
		Unidentifiable Spores	40	
		Alternaria	10	
EX-03	1st Floor, Southeast Corner, Wall Closest to Water Street (Affected Area)	*Ascospores*	40	40
EX-04	1st Floor, Southwest Corner, By Lighthouse (Affected Area)	*Aspergillus/Penicillium*	530	660
		Ascospores	80	
		Cladosporium	40	
		Curvularia	10	
EX-05	2nd Floor, Outside Men's Bathroom (Affected Area)	*Aspergillus/Penicillium*	200	240
		Cladosporium	40	
EX-06	2nd Floor, Outside Women's Bathroom (Unaffected Area)	None Detected	None Detected	None Detected
EX-07	2nd Floor, Break Room (Unaffected Area)	*Cladosporium*	40	50
		Curvularia	10	
EX-08	1st Floor, Storage Room Pass Through (Unaffected Area)	*Aspergillus/Penicillium*	100	220
		Torula-like	80	
		Cladosporium	40	

* 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.

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4.3 IAQ PARAMETER MEASUREMENTS

Table 2 represents the direct reading instrument data that was collected during the assessment on April 28, 2020. Temperature is presented as °F and relative humidity as percentage (%). **Table 2: Direct Read Instrument Measurements April 28, 2020**

Sample Location	Temperature (°F)	Relative Humidity (%)
Outdoors	87.0	44.7
1st Floor, Northwest Corner, Closest to Entrance	73.7	34.4
1st Floor, Northeast Corner, Wall Closest to Water Street	68.1	45.1
1st Floor, Southeast Corner, Wall Closest to Water Street	67.2	41.3
1st Floor, Southwest Corner, By Lighthouse	67.2	48.0
2nd Floor, Outside Men's Bathroom	70.5	52.9
2nd Floor, Outside Women's Bathroom	71.6	51.9
2nd Floor, Break Room	71.9	50.7
1st Floor, Storage Room Pass Through	70.1	43.7

4.3.1 Temperature

At the time of the testing, indoor temperatures ranged from 67.2□F to 73.7□F at various locations throughout the Affected Area. The temperature readings within the assessment areas were relatively

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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 34.4% to 52.9% 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. ATC observed SVMG around the vents in the duct system.
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. This SVMG was inaccessible and no tape lift samples could be collected to confirm if the SVMG was *Stachybotrys* as had been identified in the Pace Report (included as a reference document to this ATC report as Appendix C), or if the growth was some other species of mold.
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).

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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 exhausted outdoors, 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.

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).

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.

6.0 LIMITATIONS

This report has been prepared to assist City of Mobile with an evaluation of indoor environmental conditions related to indoor air quality in the Gulf Coast Exploreum, located at 65 Government

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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 Exploreum, 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.

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APPENDIX A Photograph Log

Photo #1. Outside Sample Location

Photo #2. EX-01 Sample Location

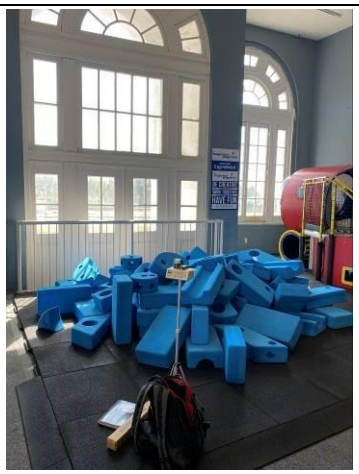

Photo #3. EX-02 Sample Location

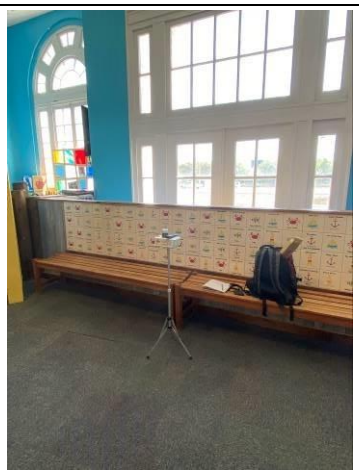

Photo #4. EX-03 Sample Location

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Photo #5. EX-04 Sample Location

Photo #6. EX-05 Sample Location

Photo #7. EX-07 Sample Location

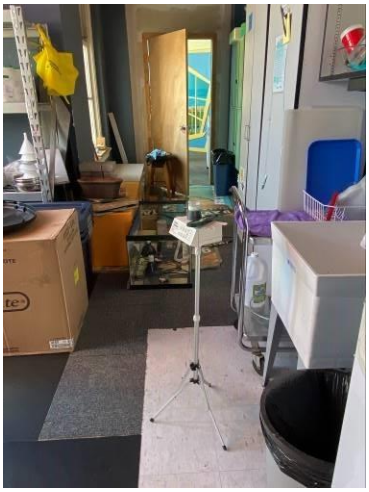

Photo #8. EX-08 Sample Location

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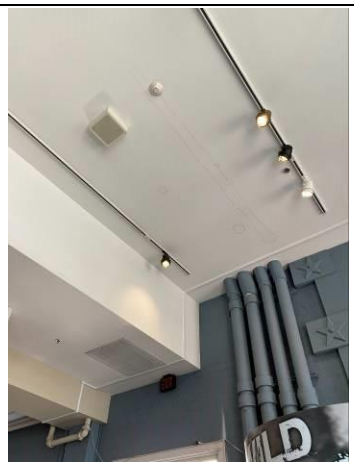

Photo #9. Water Damage Observed on the First Floor Ceiling

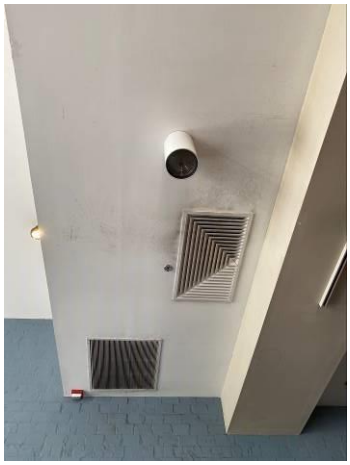

Photo #10. Typical SVMG Observed Around Air Duct Vent

Photo #11. Water Damage Observed on the First SVMG Floor Ceiling

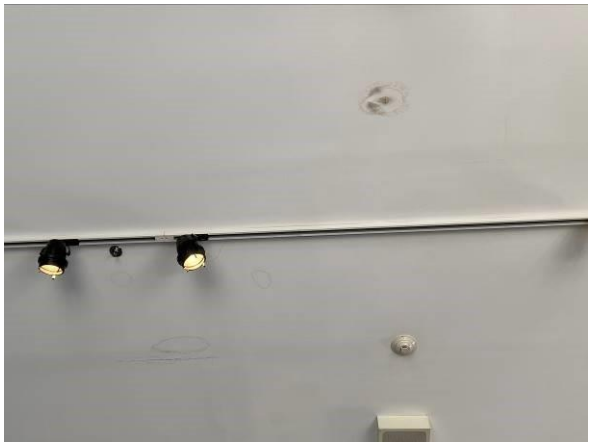

Photo #12. Water Damage and Typical Observed on First Floor Ceiling

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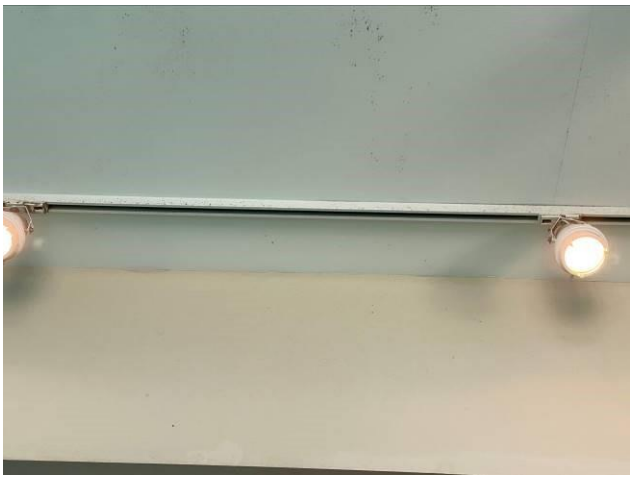

Photo #13. SVMG Observed on Metal Beams for Lights on First Floor

Photo #14. Water Damage from Initial Water Intrusion on Second Floor

Photo #15. Water Damaged Ceiling Tile in Men's Bathroom Second Floor

Photo #16. Water Damage in Hallway on Second Floor

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EMSL Order:	372006848
Customer ID:	CADA42
Customer PO:	
Project ID:	

APPENDIX B

Analytical Laboratory Report

No discernable field blank was submitted with this group of samples. or other Approved Signatory

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. 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. When the information supplied by the customer can affect the validity of the result, it will be noted on the report. Samples analyzed by EMSL Analytical, Inc. Cinnaminson, NJ AIHA-LAP, LLC--EMLAP Lab 100194

Initial report from: 05/01/2020 10:27 AM

For information on the fungi listed in this report, please visit the Resources section at www.emsl.com

EMSL Analytical, Inc.

200 Route 130 North Cinnaminson, NJ 08077
Tel/Fax: (800) 220-3675 / (856) 786-0262
http://www.EMSL.com / cinnmicrolab@emsl.com

EMSL Order: 372006848
Customer ID: CADA42
Customer PO:
Project ID:

Attention: Britny Fischer
ATC Group Services LLC
30181 State Hwy 59
Suite 1A
Loxley, AL 36551
Project: Mobile Exploreum

Phone: (251) 447-0944
Fax: (251) 447-0942
Collected Date: 04/28/2020
Received Date: 04/30/2020
Analyzed Date: 05/01/2020

Test Report: Allergenco-D(™) Analysis of Fungal Spores & Particulates by Optical Microscopy (Methods MICRO-SOP-201, ASTM D7391)

Lab Sample Number:	372006848-0001			372006848-0002			372006848-0003		
Client Sample ID:	Outside			EX-01			EX-02		
Volume (L):	75			75			75		
Sample Location:	Outside			NW Corner, Closest To Entrance			NE Corner, Wall Closest To Water St		
Spore Types	**Raw Count**	**Count/m³**	**% of Total**	**Raw Count**	**Count/m³**	**% of Total**	**Raw Count**	**Count/m³**	**% of Total**
Alternaria (Ulocladium)	2	80	1.4	-	-	-	1*	10*	4
Ascospores	44	1800	32.3	2	80	27.6	5	200	80
Aspergillus/Penicillium	6	200	3.6	2	80	27.6	-	-	-
Basidiospores	38	1600	28.7	2	80	27.6	-	-	-
Bipolaris++	-	-	-	1*	10*	3.4	-	-	-
Chaetomium	-	-	-	-	-	-	-	-	-
Cladosporium	39	1600	28.7	1	40	13.8	-	-	-
Curvularia	1	40	0.7	-	-	-	-	-	-
Epicoccum	-	-	-	-	-	-	-	-	-
Fusarium	-	-	-	-	-	-	-	-	-
Ganoderma	-	-	-	-	-	-	-	-	-
Myxomycetes++	-	-	-	-	-	-	-	-	-
Pithomyces++	-	-	-	-	-	-	-	-	-
Rust	1	40	0.7	-	-	-	-	-	-
Scopulariopsis/Microascus	-	-	-	-	-	-	-	-	-
Stachybotrys/Memnoniella	-	-	-	-	-	-	-	-	-
Unidentifiable Spores	3	100	1.8	-	-	-	1	40	16
Zygomycetes	-	-	-	-	-	-	-	-	-
Cercospora++	1	40	0.7	-	-	-	-	-	-
Oidium	6*	80*	1.4	-	-	-	-	-	-
Torula-like	-	-	-	-	-	-	-	-	-
Total Fungi	**141**	**5580**	**100**	**8**	**290**	**100**	**7**	**250**	**100**
Hyphal Fragment	-	-	-	-	-	-	-	-	-
Insect Fragment	-	-	-	-	-	-	-	-	-
Pollen	1	40	-	-	-	-	-	-	-
Analyt. Sensitivity 600x	-	41	-	-	41	-	-	41	-
Analyt. Sensitivity 300x	-	13*	-	-	13*	-	-	13*	-
Skin Fragments (1-4)	-	1	-	-	1	-	-	2	-
Fibrous Particulate (1-4)	-	1	-	-	1	-	-	1	-
Background (1-5)	-	1	-	-	1	-	-	1	-

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

Vincent Iuzzolino, M.S., Laboratory Director

No discernable field blank was submitted with this group of samples. or other Approved Signatory

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. 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. When the information supplied by the customer can affect the validity of the result, it will be noted on the report. Samples analyzed by EMSL Analytical, Inc. Cinnaminson, NJ AIHA-LAP, LLC--EMLAP Lab 100194

Initial report from: 05/01/2020 10:27 AM

For information on the fungi listed in this report, please visit the Resources section at www.emsl.com

EMSL Analytical, Inc.

200 Route 130 North Cinnaminson, NJ 08077
Tel/Fax: (800) 220-3675 / (856) 786-0262
http://www.EMSL.com / cinnmicrolab@emsl.com

EMSL Order: 372006848
Customer ID: CADA42
Customer PO:
Project ID:

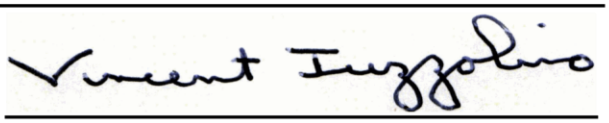
Attention: Britny Fischer
ATC Group Services LLC
30181 State Hwy 59
Suite 1A
Loxley, AL 36551
Project: Mobile Exploreum

Phone: (251) 447-0944
Fax: (251) 447-0942
Collected Date: 04/28/2020
Received Date: 04/30/2020
Analyzed Date: 05/01/2020

Test Report: Allergenco-D(™) Analysis of Fungal Spores & Particulates by Optical Microscopy (Methods MICRO-SOP-201, ASTM D7391)

Lab Sample Number:	372006848-0004			372006848-0005			372006848-0006		
Client Sample ID:	EX-03			EX-04			EX-05		
Volume (L):	75			75			75		
Sample Location:	SE Corner, Wall Closest To Water St			SW Corner, By Lighthouse			2nd Floor, Outside Mens Bathroom		
Spore Types	**Raw Count**	**Count/m³**	**% of Total**	**Raw Count**	**Count/m³**	**% of Total**	**Raw Count**	**Count/m³**	**% of Total**
Alternaria (Ulocladium)	-	-	-	-	-	-	-	-	-
Ascospores	1	40	100	2	80	12.1	-	-	-
Aspergillus/Penicillium	-	-	-	13	530	80.3	6	200	83.3
Basidiospores	-	-	-	-	-	-	-	-	-
Bipolaris++	-	-	-	-	-	-	-	-	-
Chaetomium	-	-	-	-	-	-	-	-	-
Cladosporium	-	-	-	1	40	6.1	1	40	16.7
Curvularia	-	-	-	1*	10*	1.5	-	-	-
Epicoccum	-	-	-	-	-	-	-	-	-
Fusarium	-	-	-	-	-	-	-	-	-
Ganoderma	-	-	-	-	-	-	-	-	-
Myxomycetes++	-	-	-	-	-	-	-	-	-
Pithomyces++	-	-	-	-	-	-	-	-	-
Rust	-	-	-	-	-	-	-	-	-
Scopulariopsis/Microascus	-	-	-	-	-	-	-	-	-
Stachybotrys/Memnoniella	-	-	-	-	-	-	-	-	-
Unidentifiable Spores	-	-	-	-	-	-	-	-	-
Zygomycetes	-	-	-	-	-	-	-	-	-
Cercospora++	-	-	-	-	-	-	-	-	-
Oidium	-	-	-	-	-	-	-	-	-
Torula-like	-	-	-	-	-	-	-	-	-
Total Fungi	**1**	**40**	**100**	**17**	**660**	**100**	**7**	**240**	**100**
Hyphal Fragment	-	-	-	-	-	-	-	-	-
Insect Fragment	-	-	-	-	-	-	-	-	-
Pollen	-	-	-	-	-	-	-	-	-
Analyt. Sensitivity 600x	-	41	-	-	41	-	-	41	-
Analyt. Sensitivity 300x	-	13*	-	-	13*	-	-	13*	-
Skin Fragments (1-4)	-	1	-	-	1	-	-	2	-
Fibrous Particulate (1-4)	-	1	-	-	1	-	-	1	-
Background (1-5)	-	1	-	-	1	-	-	2	-

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



Vincent Iuzzolino, M.S., Laboratory Director

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Initial report from: 05/01/2020 10:27 AM

For information on the fungi listed in this report, please visit the Resources section at www.emsl.com

EMSL Analytical, Inc.

200 Route 130 North Cinnaminson, NJ 08077
Tel/Fax: (800) 220-3675 / (856) 786-0262
http://www.EMSL.com / cinnmicrolab@emsl.com

EMSL Order: 372006848
Customer ID: CADA42
Customer PO:
Project ID:

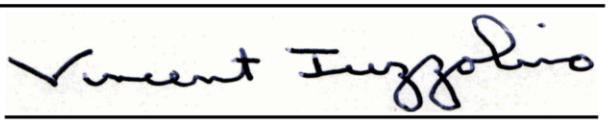
Attention: Britny Fischer
ATC Group Services LLC
30181 State Hwy 59
Suite 1A
Loxley, AL 36551
Project: Mobile Exploreum

Phone: (251) 447-0944
Fax: (251) 447-0942
Collected Date: 04/28/2020
Received Date: 04/30/2020
Analyzed Date: 05/01/2020

Test Report: Allergenco-D(™) Analysis of Fungal Spores & Particulates by Optical Microscopy (Methods MICRO-SOP-201, ASTM D7391)

Lab Sample Number:	372006848-0007			372006848-0008			372006848-0009		
Client Sample ID:	EX-06			EX-07			EX-08		
Volume (L):	75			75			75		
Sample Location:	2nd Floor Outside Womens Bathroom			2nd Floor Break Room			1st Floor Storage Room Pass Through		
Spore Types	**Raw Count**	**Count/m³**	**% of Total**	**Raw Count**	**Count/m³**	**% of Total**	**Raw Count**	**Count/m³**	**% of Total**
Alternaria (Ulocladium)	-	-	-	-	-	-	-	-	-
Ascospores	-	-	-	-	-	-	-	-	-
Aspergillus/Penicillium	-	-	-	-	-	-	3	100	45.5
Basidiospores	-	-	-	-	-	-	-	-	-
Bipolaris++	-	-	-	-	-	-	-	-	-
Chaetomium	-	-	-	-	-	-	-	-	-
Cladosporium	-	-	-	1	40	80	1	40	18.2
Curvularia	-	-	-	1*	10*	20	-	-	-
Epicoccum	-	-	-	-	-	-	-	-	-
Fusarium	-	-	-	-	-	-	-	-	-
Ganoderma	-	-	-	-	-	-	-	-	-
Myxomycetes++	-	-	-	-	-	-	-	-	-
Pithomyces++	-	-	-	-	-	-	-	-	-
Rust	-	-	-	-	-	-	-	-	-
Scopulariopsis/Microascus	-	-	-	-	-	-	-	-	-
Stachybotrys/Memnoniella	-	-	-	-	-	-	-	-	-
Unidentifiable Spores	-	-	-	-	-	-	-	-	-
Zygomycetes	-	-	-	-	-	-	-	-	-
Cercospora++	-	-	-	-	-	-	-	-	-
Oidium	-	-	-	-	-	-	-	-	-
Torula-like	-	-	-	-	-	-	2	80	36.4
Total Fungi	-	None Detected	-	**2**	**50**	**100**	**6**	**220**	**100**
Hyphal Fragment	-	-	-	-	-	-	-	-	-
Insect Fragment	-	-	-	-	-	-	-	-	-
Pollen	-	-	-	-	-	-	-	-	-
Analyt. Sensitivity 600x	-	41	-	-	41	-	-	41	-
Analyt. Sensitivity 300x	-	13*	-	-	13*	-	-	13*	-
Skin Fragments (1-4)	-	2	-	-	1	-	-	1	-
Fibrous Particulate (1-4)	-	1	-	-	1	-	-	1	-
Background (1-5)	-	2	-	-	1	-	-	1	-

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



Vincent Iuzzolino, M.S., Laboratory Director

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Initial report from: 05/01/2020 10:27 AM

For information on the fungi listed in this report, please visit the Resources section at www.emsl.com

APPENDIX C

Pace Analytical Laboratory Report

(Reference Document)

Pace Analytical Services, LLC
4320 Midmost Dr
Mobile, AL 36609
251-344-9106

April 14, 2020

Ray Richardson
City of Mobile
P.O. Box 1827
Mobile, AL 36633

RE: Project: Exploreum
Pace Project No.: 20150106

Dear Ray Richardson:

Enclosed are the analytical results for sample(s) received by the laboratory on April 09, 2020. The results relate only to the samples included in this report.

Some analyses were subcontracted outside of the Pace Network. The test report from the external subcontractor is attached to this report in its entirety.

The test results provided in this final report were generated by each of the following laboratories within the Pace Network:

If you have any questions concerning this report, please feel free to contact me.

Sincerely,

Savannah Wallace
savannah.wallace@pacelabs.com
251-344-9106
Project Manager

Enclosures

cc: Ryne Smith, City of Mobile

REPORT OF LABORATORY ANALYSIS

Pace Analytical Services, LLC
4320 Midmost Dr
Mobile, AL 36609
251-344-9106

SAMPLE SUMMARY

Project: Exploreum
Pace Project No.: 20150106

Lab ID	Sample ID	Matrix	Date Collected	Date Received
20150106001	**E-1**	Tape Lift	04/09/20 13:35	04/09/20 14:30
20150106002	**E-2**	Tape Lift	04/09/20 13:50	04/09/20 14:30

Pace Analytical

CHAIN-OF-CUSTODY Analytical Request Document

Chain-of-Custody is a LEGAL DOCUMENT - Complete all relevent fields

LAB USE ONLY- Affix Workorder/ MT

WO# : 20150106

20150106

ALL SHADED A

Company: City of Mobile

Billing Information:

Address: P.O. Box 1827

Report To: Ryne Smith

Email To:

Copy To:

Site Collection Info/Address:

Customer Project Name/Number: Exploreum

State: Al County/City: Mobile Time Zone Collected: [ ] PT [ ] MT [ ] CT [ ] ET

Phone:
Email:

Site/Facility ID #:

Compliance Monitoring? [ ] Yes [ ] No

Collected By (print): Ryne Smith

Purchase Order #:
Quote #:

DW PWS ID #:
DW Location Code:

Collected By (signature):

Turnaround Date Required:

Immediately Packed on Ice: [ ] Yes [ ] No

Sample Disposal: [ ] Dispose as appropriate [ ] Return [ ] Archive: _____ [ ] Hold: _____

Rush: [ ] Same Day [ ] Next Day [ ] 2 Day [ ] 3 Day [ ] 4 Day [ ] 5 Day (Expedite Charges Apply)

Field Filtered (if applicable): [ ] Yes [ ] No

Analysis: _____

Container Preservative Type **

** Preservative Types: (1) nitric acid, (2) sulfuric acid, (3) hydrochloric acid, (4) sodium hydroxide, (5) zinc acetate, (6) methanol, (7) sodium bisulfate, (8) sodium thiosulfate, (9) hexane, (A) ascorbic acid, (B) ammonium sulfate, (C) ammonium hydroxide, (D) TSP, (U) Unpreserved, (O) Other _____

* Matrix Codes (Insert in Matrix box below): Drinking Water (DW), Ground Water (GW), Wastewater (WW), Product (P), Soil/Solid (SL), Oil (OL), Wipe (WP), Air (AR), Tissue (TS), Bioassay (B), Vapor (V), Other (OT)

Customer Sample ID	Matrix *	Comp / Grab	Collected (or Composite Start) Date	Collected (or Composite Start) Time	Composite End Date	Composite End Time	Res Cl	# of Ctns	Analyses: Mold /Tape Lift/Direct Exam
E-1			4-19-20	1330	4-19-20	1335			✓
E-2			4-19-20	1345	4-19-20	1350			✓

Lab Profile/Line:

Lab Sample Receipt Checklist:

Custody Seals Present/Intact	Y	N	NA
Custody Signatures Present	Y	N	NA
Collector Signature Present	Y	N	NA
Bottles Intact	Y	N	NA
Correct Bottles	Y	N	NA
Sufficient Volume	Y	N	NA
Samples Received on Ice	Y	N	NA
VOA - Headspace Acceptable	Y	N	NA
USDA Regulated Soils	Y	N	NA
Samples in Holding Time	Y	N	NA
Residual Chlorine Present	Y	N	NA
Cl Strips: _____			
Sample pH Acceptable	Y	N	NA
pH Strips: _____			
Sulfide Present	Y	N	NA
Lead Acetate Strips: _____			

LAB USE ONLY:
Lab Sample # / Comments:

Customer Remarks / Special Conditions / Possible Hazards:

Type of Ice Used: Wet Blue Dry None

Packing Material Used:

Radchem sample(s) screened (<500 cpm): Y N NA

SHORT HOLDS PRESENT (<72 hours): Y N N/A

Lab Tracking #: 2527423

Samples received via: FEDEX UPS Client Courier Pace Courier

Lab Sample Temperature Info:
Temp Blank Received: Y N NA
Therm ID#: _____
Cooler 1 Temp Upon Receipt: _____oC
Cooler 1 Therm Corr. Factor: _____oC
Cooler 1 Corrected Temp: _____oC
Comments:

Relinquished by/Company: (Signature)	Date/Time:	Received by/Company: (Signature)	Date/Time:
[signature] /COM	4-9-20/1430	Molly Stitt	4/9/2020 1430
Relinquished by/Company: (Signature)	Date/Time:	Received by/Company: (Signature)	Date/Time:
Relinquished by/Company: (Signature)	Date/Time:	Received by/Company: (Signature)	Date/Time:

MTJL LAB USE ONLY
Table #:
Acctnum:
Template:
Prelogin:
PM:
PB:

Trip Blank Received: Y N NA
HCL MeOH TSP Other

Non Conformance(s): YES / NO

Page: 1 of: 1

SanAir Technologies Laboratory

The Identification Specialists

Analysis Report
prepared for
Pace Analytical Services, LLC.

Report Date: 4/14/2020

Project Name: 20150106

Project #: 20150106

SanAir ID#: 20016188

1551 Oakbridge Dr. Suite B | Powhatan, Virginia 23139-8061
888.895.1177 | 804.897.1177 | fax: 804.897.0070 | IAQ@SanAir.com | SanAir.com

Phone: 251-344-9106

Received Date: 4/14/2020 12:00:00 PM

Dear Mary Kathryn Brenner,

We at SanAir would like to thank you for the work you recently submitted. The 2 sample(s) were received on Tuesday, April 14, 2020 via FedEx. The final report(s) is enclosed for the following sample(s): 001, 002.

These results only pertain to this job and should not be used in the interpretation of any other job. This report is only complete in its entirety. Refer to the listing below of the pages included in a complete final report. Sincerely,

L. Claire Macdonald
Microbiology Laboratory Manager
SanAir Technologies Laboratory

Final Report Includes:
- Cover Letter
- Direct ID Analysis
- Disclaimers and Additional Information

Sample conditions:
- 2 samples in Good condition.

Phone: 251-344-9106

Received Date: 4/14/2020 12:00:00 PM

Analyst: Shepperson, Josh

Direct Identification Analysis

SanAir ID: 20016188-001 Sample #:001 E-1

D3 - Direct Identification Analysis on Tape using STL 112

Quantitative Direct ID

Fungi	Estimated Amount	
Stachybotrys species	Heavy	19,063 spores / cm sq.

Tape was slightly covered with debris which might have occluded fungi.

SanAir ID: 20016188-002 Sample #:002 E-2

D3 - Direct Identification Analysis on Tape using STL 112

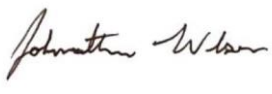
Quantitative Direct ID

Fungi	Estimated Amount	
Stachybotrys species	Heavy	19,479 spores / cm sq.

Tape was moderately covered with debris which might have occluded fungi.

Estimated Amount	Indication of Growth	Evidence of Mycelial Fragments/Conidiophores
Rare	Not Likely	None
Light	Possible	Some, 10 to 25% of Tape Covered
Moderate	Probable	Abundant, 25 to 50% of Tape Covered
Heavy	Significant	Throughout, 50 to 100% of Tape Covered

*Refer to additional information page for further details

Signature:  Reviewed: 

Date: 4/14/2020 Date: 4/14/2020

Phone: 251-344-9106

Received Date: 4/14/2020 12:00:00 PM

Organism Descriptions

The descriptions of the organisms presented are derived from various reference materials. The laboratory report is based on the data derived from the samples submitted and no interpretation of the data, as to potential, or actual, health effects resulting from exposure to the numbers of organisms found, can be made by laboratory personnel. Any interpretation of the potential health effects of the presence of this organism must be made by qualified professional personnel with first hand knowledge of the sample site, and the problems associated with that site.

Stachybotrys species - This organism is rarely found in outdoor samples. It is usually difficult to find in indoor air samples unless it is physically disturbed because the spores are in a gelatinous mass. Grows well on wet media, preferably containing cellulose. It proliferates in the indoor environment with long term water damage, growing on wallpaper, gypsum board, and textiles. As a general rule, air cultures for Stachybotrys yields unpredictable results, mainly due to the fact that this fungus is usually accompanied by other fungi such as Aspergillus and Penicillium that normally are better aerosolized than Stachybotrys. This is a slow growing fungus on media. It does not compete well with other rapidly growing fungi. The black fungi grow on building material with high cellulose content and low nitrogen content. Appropriate media for the growth of this organism will have high cellulose content and low nitrogen content.
Health Effects: It has worldwide distribution and has been reported to cause dermatitis, cough, rhinitis, and headache, although no definitive reports of human infections have been verified. It has the ability to cause type I hypersensitivity. It is a documented mycotoxin producer.
References: Flannigan, Brian, Robert A. Samson, and J. David Miller, eds. Microorganisms in Home and Indoor Work Environments: Diversity, Health Impacts, Investigation, and Control. London and New York: Taylor & Francis, 2001.

Additional Information

Direct Identification Analyses

Direct identification analyses can be performed on tape, bulk, dust and swab samples. Direct identification reports indicate the evidence of possible active growth for each genus of fungi present. Whether or not these spores are viable or nonviable cannot be determined using this type of analysis; the sample would have to be cultured in order to determine viability. Keep in mind that this report is valid only for the exact spot in which the sample was taken. Potential mold contamination of other areas can only be extrapolated from the data reported. Light microscopy at a 400 to 1000x magnification is used for direct identification analysis.

For meaningful results, the person sampling the area is encouraged to include a blank tape sample in order to check for contamination during sampling or shipment. Be sure to check the expiration date of any tape. It is recommended not to use expired tapes as the gel on the slide deteriorates thereby losing the tackiness necessary to retain fungi.

The genera *Aspergillus* and *Penicillium* are typically composed of small, round spores that are difficult to distinguish from each other without the presence of intact conidiophores (structures from which spores are formed and released). In this case, they are grouped into the category *Aspergillus* / *Penicillium*. Other fungi that produce spores of similar characteristics to *Aspergillus* and *Penicillium* may also be placed into this combined category in the absence of intact conidiophores (e.g. *Paecilomyces*, *Gliocladium*, *Trichoderma*, etc.).

D3 Analysis: Fungi with Description of Possible Growth, Plus Count Estimates Per Square Inch

This analysis includes spore count estimates for each fungus identified.

NOTE: Tapes should not be overloaded with debris as that may occlude fungi.

Estimated Amount	Indication of Growth	Evidence of Mycelial Fragments / Conidiophores
Rare	Not Likely	None
Light	Possible	Some, 10 to 25% of Tape Covered
Moderate	Probable	Abundant, 25 to 50% of Tape Covered
Heavy	Significant	Throughout, 50 to 100% of Tape Covered

All counts are estimates based on the area of 1 square centimeter. Any estimate higher than 500,000 spores will be reported as >500,000 spores.

Disclaimer

This report is the sole property of the client named on the SanAir Technologies Laboratory chainof-custody. Neither results nor reports will be discussed with or released to any third party without our client's written permission. The information provided in this report applies only to the samples submitted and is relevant only for the date, time and exact location of sampling. SanAir assumes no responsibility for the method of sample procurement. SanAir assumes no responsibility for information provided by the client on the COC such as project number, project name, collection dates, po number, special instructions, samples collected by, sample numbers, sample identifications, sample type, selected analysis type, flow rate, total volume or area, and start stop times that may affect the validity of the results in this report. SanAir does not make contaimation corrections to reports based on analysis of laboratory and/or field blanks. Evaluation reports are based solely on the sample(s) in the condition in which they arrive at the laboratory and information provided by the client on the COC.

SanAir will not provide any opinion on the safety of a building as visual inspection, knowledge of water damage, and past remediation, among other elements, is essential in this decision. *SanAir is accredited by AIHA-LAP, LLC in the EMLAP program. Refer to our*

accreditation certificate or www.aihaaccreditedlabs.org for an up to date list of the Fields of Testing for which we are accredited.

This report does not constitute endorsement by AIHA-LAP, LLC/NVLAP and/or any other U.S. governmental agencies; and may not be certified by every local, state and federal regulatory agencies.

Revision Date 1/29/2020

SanAir Technologies Laboratory

1551 Oakbridge Dr STE B
Powhatan, VA 23139
804.897.1177 / 888.895.1177
Fax 804.897.0070
sanair.com

Microbiology
Chain of Custody
Form 68, Revision 7, 5/18/18

SanAir ID Number 20016188

Company: Pace Analytical	Project Number: 20150106	Phone #:
Address: 4320 Midwest Dr.	Project Name: 20150106	Phone #:
City, State, Zip: Mobile, AL 36609	Date Collected: 4/9/2020	Fax #:
Samples Collected By: Client	P.O. Number:	Email:
Account #:		Email:

Sample Type		Analysis Type		Turn Around Time
AC	Air Cassette	A1 - Identification and Enumeration of Fungal spores, plus total dander, fiber, and pollen count		3/6/24/48 Hour
		A2 - Identification and Enumeration of Fungal spores Only		3/6/24/48 Hour
T	Tape	D1 - Direct Identification of Fungi		3/6/24/48 Hour
B	Bulk	D2 - Direct Identification of Mites, Insects, Pollen, etc.		3/6/24/48 Hour
S	Swab	D3 – Direct Identification and Enumeration of Fungi		3/6/24/48 Hour
AP	Air Plate	C1 - Culture Identification and Enumeration of Fungi only		5-10 Days
B	Bulk	C2 - Culture Identification and Enumeration of Bacteria only		2-4 Days
S	Swab	C3 - Culture Identification and Enumeration of Fungi and Bacteria		5-10 Days
		C4 - Culture Identification and Enumeration of Thermophilic Bacteria with C2 or C3 analysis		2-4 or 5-10 Days
D	Dust	DA1 - Dust Mite Allergen Test		3/6/24/48 Hour

SanAir offers *Legionella* testing and other specialized culture analyses. Please call for details, COC and pricing.

Sample #	Sample Identification	Sample Type	Analysis Type(s)	Turn Around Time	Flow Rate (Liters/min)	Total Volume (L) or Area (in²)	Time Start	Time Stop
001	E-1	T	D3	STD				
02	E-2		3	STD				

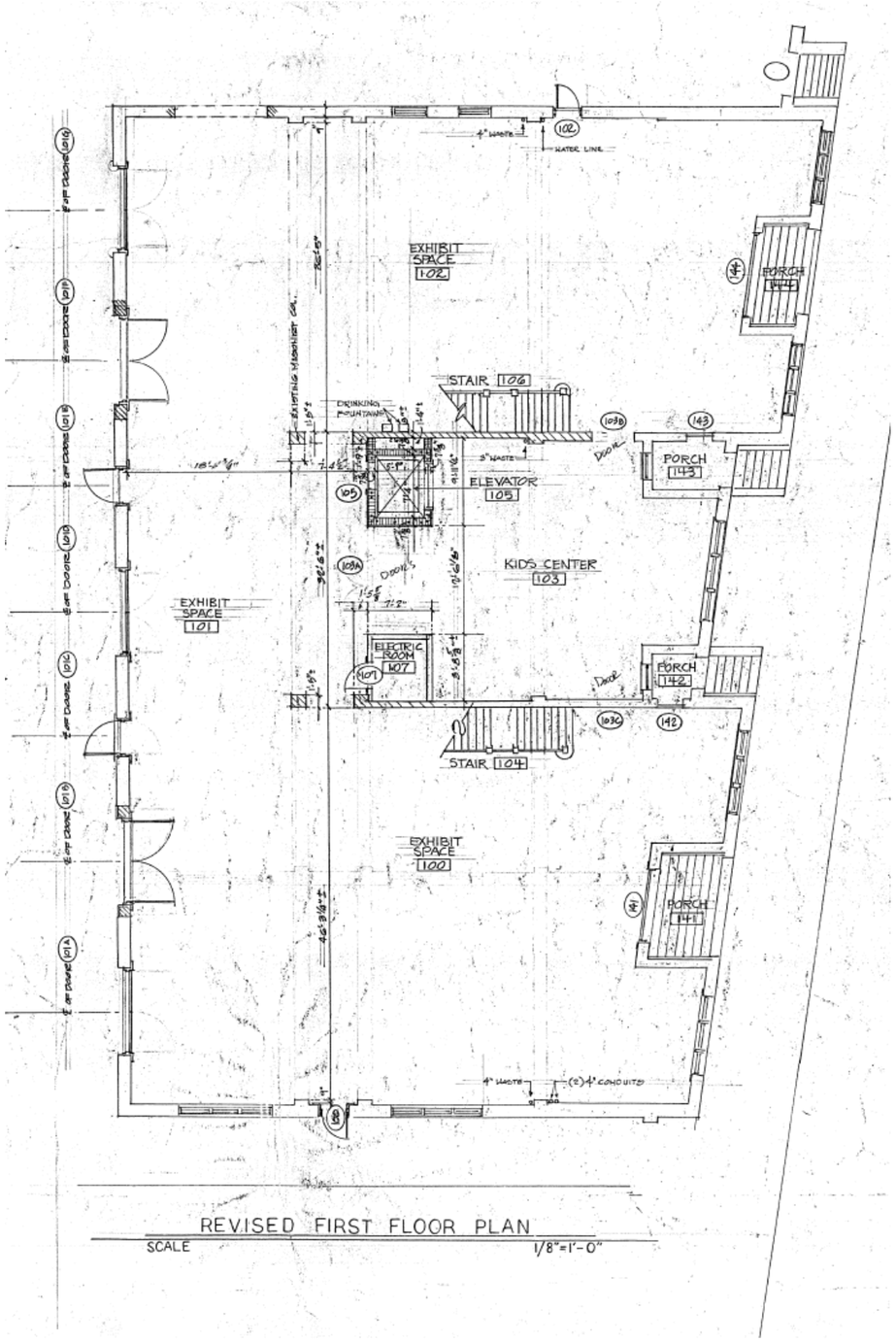
Special Instructions

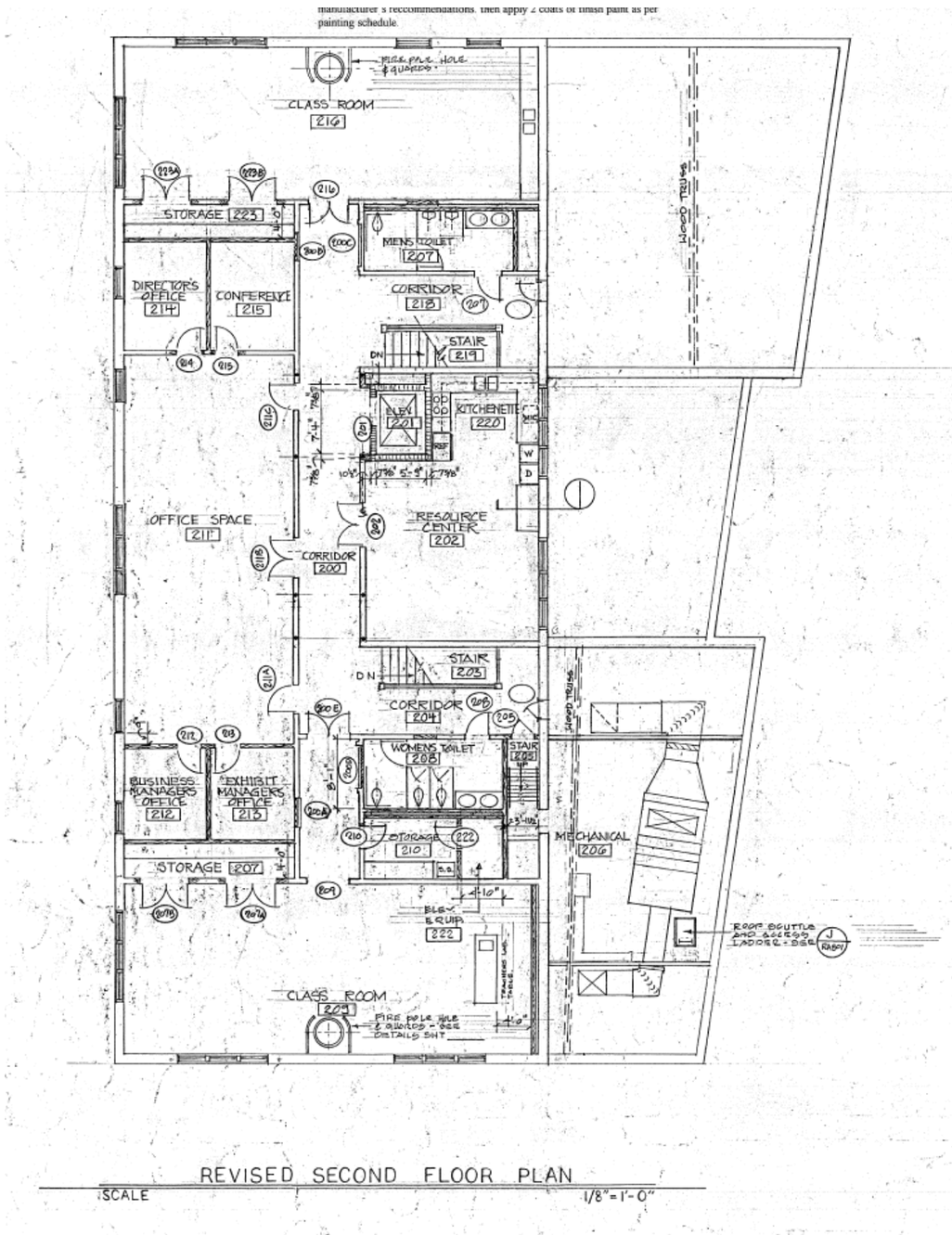
Relinquished by	Date	Time	Received by	Date	Time
	4/9/20	1 30		APR 14 2020	9:30 am

If no technician is provided, then the primary contact for your account will be selected. Unless scheduled, the turnaround time for all samples received after 3 pm EST will be logged in the next business day. Weekend or holiday work must be scheduled ahead of time and is charged at 150% of the 3hr TAT or a minimum charge of $150. A courier charge will be applied for same day and one-day turnaround times for offsite work. SanAir covers Standard Overnight FedEx shipping. Shipments billed to SanAir with a faster shipping rate will result in additional charges.

Page ___ of ____

END OF SECTION





END OF SECTION

E-Verify EXHIBIT 1

Company ID Number:

Approved by:

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

E-Verify

Company ID Number:

Information Required for the E-Verify Program	
Information relating to your Company:	
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 Verified for	

EXHIBIT 2

City of Mobile Insurance Requirements
Contractor

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

A. Workers' Compensation/Employer's Liability:

1. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.

2. Employer's Liability with limits of not less than:

Bodily Injury by Accident	$1,000,000 each accident
Bodily Injury by Disease	$1,000,000 policy limit
Bodily Injury by Disease	$1,000,000 each employee

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

B. Comprehensive General Liability Insurance:

1. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed by Contractor.

2. Limit of Liability: $1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

3. General Aggregate Limit shall apply on a "Per Project" Basis.

C. Automobile Liability Insurance:

1. Automobile Liability Insurance to cover any auto, including all owned, non-owned, 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

1. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.

2. 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.

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

Primary Insurance - 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.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:
	PHONE (A/C, No, Ext): / FAX (A/C, No):
	E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE / NAIC #
INSURED	INSURER A :
	INSURER B :
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	X Contractual Liability						MED EXP (Any one person)	$ 5,000
		X	X				PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 1,000,000
	POLICY X PRO- JECT LOC						PRODUCTS - COMP/OP AGG	$ 1,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY	X	X				PROPERTY DAMAGE (Per accident)	$
								$
	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB CLAIMS-MADE	X	X				AGGREGATE	$ 2,000,000
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE OTH-ER	1,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A	N/A	X			E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

PROJECT NAME: PROJECT NUMBER:

The City of Mobile is included as an Additional Insured in respect to General Liability, Automobile Liability and Umbrella Liability. All policies, except workers compensation, shall be Primary and Non-Contributory with any other insurance in force or which may be purchased by Additionally Insured. Waiver of Subrogation applies, in favor of City of Mobile with respect to General Liability, Automobile Liability, and Workers Compensation and Employer's Liability. 30-Days Notice of Cancellation, non-renewal or material change shall apply (except 10 days

CERTIFICATE HOLDER	CANCELLATION
City of Mobile Building Services Department P.O. Box 1827 Mobile, AL 36633-1827	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

EXHIBIT 3

STANDARD CONTRACT AGREEMENT BETWEEN
CITY OF MOBILE AND CONTRACTOR

This **AGREEMENT** made and entered into this _____day of _____, in the year 20____,

by and between **THE CITY OF MOBILE**, by its Mayor, duly authorized party of the first part, hereinafter called the "City",

And the **SERVICE CONTRACTOR**:

City of Mobile Business License Number: _____

City of Mobile Vendor Number: _____

for the following PROJECT: **ENVIRONMENTAL REMEDIATION**

PROJECT NUMBER: **SR-032-20**

PROJECT LOCATION: **EXPLOREUM SCIENCE CENTER**
65 GOVERNMENT STREET
MOBILE, AL 36602

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

ARTICLE 1. Statement of Work to be Performed:
1.1 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 Exploreum Science Center, as described in Exhibit A, Scope of Work, and in accordance with the terms of the Contract.

ARTICLE 2. Term of Contract:
2.1 The Work shall commence on the date of written Notice to Proceed, issued by the Owner. The term of the Contract shall extend for a total of Eight (8) working days.

ARTICLE 3. Contract Sum:
3.1 The City shall pay the Contractor, in current funds, the sum as follows,

Total Contracted Amount (Not to Exceed): _____
(Amount in Words)

_____ and 00/100 Dollars ($_____.00)
(Amount in Numbers)

3.2 Schedule of Values:

Environmental Remediation:

Cleaning and Encapsulation	$_____.00
Destructive Remediation and Restoration	$_____.00
Subtotal:	$_____.00
Allowance*:	$_____5,000.00
Total:	$_____.00

Total Quote Amount: _____
(Amount in Words)

_____ and 00/100 Dollars ($_____.00)
(Amount in Numbers)

* An Allowance of Five Thousand and 00/100 Dollars ($5,000.00) 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 Owner, 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 Owner. Upon completion of the Service Contract, any unused portion of the Allowance shall be credited back to the Owner 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.

ARTICLE 4. Payments:
4.1 The City will pay the Contractor on account of the Contract as follows:

A. Payment will be made upon completion of the work as specified.
B. Original invoices shall be delivered to the Owner's Project Manager for review and approval following completion of Work.
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 Owner or Contractor may terminate the Contract upon thirty (30) days written notice. The Owner shall pay the Contractor for work executed and for proven loss with respect to materials, equipment, tools and reasonable overhead.

5.2 The Owner 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, Addenda issued prior to the execution of the Contract, The Contractor's Quote 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. Request for Quotes, dated May 26, 2020
2. Quote, dated _____, 2020
3. Scope of Work, Exhibit A, dated May 26, 2020
4. This Instrument (Agreement)
5. E-Verify Documentation
6. Certificate of Liability Insurance with Endorsements
7. Other Documents as required

ARTICLE 7. Insurance:
7.1 Required coverage:

7.1.1 For the life of this Agreement, Contractor shall acquire and maintain in full force and effect no less than 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 General Liability (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 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

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: Service Contractor agrees to indemnify and hold the City, its elected officials, officers, agents, and employees, whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) arising in any way out of the performance of this Agreement and/or the activities of Service Contractor, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable. In the event that the City, through no fault of its own, is made a party to any lawsuit or legal proceeding arising in any way from this Agreement or any activities conducted pursuant thereto, Service Contractor hereby agrees to pay all of City's costs of defense, including but not limited to all attorneys' fees, court costs, expert witness fees and other expenses, through trial and, if necessary, appeal. This section is not, as to third parties or to anyone, a waiver of any defense or immunity or statutory damages cap otherwise available to Service Contractor or City, and these defenses and matters may be raised in the City's behalf in any action or proceeding arising under this Agreement.

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.: Service 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: Service 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 Service Contractor provided for herein are performed, but on the contrary, Service Contractor shall be wholly responsible, therefore.

8.7 Anti-discrimination: Service 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 Service 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.

ARTICLE 9. Signature:

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.

OWNER:
City of Mobile

_____
Signature

Williams S. Stimpson
Mayor, City of Mobile

SERVICE CONTRACTOR:
_____

_____
Signature

_____
Printed Name and Corporate Title

(Corporate Seal if applicable)

ATTEST:

_____
City Clerk

Brad Christensen, Director
Real Estate Asset Management

ATTEST:

_____
Signature

_____
Printed Name and Title

END OF SECTION