



November 15, 2016

To Whom It May Concern:

The City of Sumter is soliciting bids for the items listed below. Please list the cost of each item separately. Delivery charges and taxes will also be listed separately. All bids **MUST** be received by Tony Butts on or before 2:00 PM on December 13, 2016 in the City of Sumter Opera House. Bids may be mailed, hand delivered, e-mailed or faxed. Our Fax number is (803) 436-2615.

Quantity **Size/Description/Specs/Details**

*PLEASE SEE ATTACHMENT FOR QUANTITIES, DESCRIPTION, DETAILS AND SPECIFICATIONS.

*ALL BIDS MUST SPECIFY PER UNIT COST WHEN SHOWN IN SPECIFICATIONS, IF APPLICABLE. DO NOT PROVIDE LUMP SUM ONLY IF YOU CAN PROVIDE UNIT COST.

*ALL DEVIATIONS FROM REQUESTED SPECIFICATIONS MUST BE CLEARLY NOTED ON BID RESPONSE.

*A SITE VISIT IS MANDATORY

The Purchasing Department is located on the 3rd floor in the Opera House at 21 N. Main Street in Sumter, South Carolina 29150.

Anyone wishing to mail bids should address as follows:

City of Sumter Purchasing Department
P.O. Box 1449
Sumter, SC 29151
Attn: Purchasing Department
IFB #9 – 16/17: Mold Abatement for SCETV Building

Please direct questions concerning specifications/items, and to schedule an inspection of the site (REQUIRED) to Steven Dara (803) 840-4163 or email: sdara@sumter-sc.com or Michael Geddings at 803-795-9840 or email: mgeddings@sumter-sc.com. If you have questions concerning the bid process, call Tony Butts at 803-774-5197.

Sincerely,

Anthony J. Butts, Jr. (Tony)
Purchasing Specialist
E-mail: tbutts@sumter-sc.com



CITY OF SUMTER BID FORM

City of Sumter, South Carolina, a Body Politic and Corporate and Political Subdivision of the State of SC

INFORMAL INVITATION-TO-BID: IFB # 9-16/17

NAME OF BID: Mold Abatement for SCETV

BID MUST BE RECEIVED BY: Tuesday December 13, 2016 at 2:00pm at below address.

HAND CARRY TO:

City of Sumter Opera House (City Hall)
21 N. Main Street
Sumter, SC 29150
Attn: Purchasing, 3rd Floor

FAX TO: (803) 436-2615 (Attn: Purchasing)

EMAIL TO: tbutts@sumter-sc.com or abailey@sumter-sc.com

Quantity Size/Description/Specs/Details

*PRICING WILL REMAIN VALID FOR 30 DAYS AFTER BID CLOSING DATE.

*PLEASE SEE ATTACHMENT FOR QUANTITIES, DESCRIPTION, DETAILS AND SPECIFICATIONS.

*ANY BID SUBMITTED WITHOUT A SITE VISIT WILL BE DEEMED NONRESPONSIVE.

SUMTER ETV BUILDING, 18 N. HARVIN STREET, SUMTER, SC 29150

ABATEMENT BID \$_____ (Labor, Material, Delivery, Tax etc.)

AMOUNT OF BID IN WORDS _____

DELIVERY WILL BE MADE IN _____ DAYS AFTER RECEIPT OF ORDER

Delivery To: City of Sumter Construction Department

**303 E. Liberty St.
Sumter, SC 29150**

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and verify that I am authorized to sign this bid for the offerer. I further state that the company affiliated with this bid currently complies with all applicable federal and state laws and directives relative to non-discriminatory practices in employment.

The Bidder having examined the Project Documents, and being familiar with all of the conditions surrounding the proposed project, including the availability of materials, labor, and work site environmental conditions, hereby proposes to furnish all permits, labor, materials, supplies, and equipment and to perform the duties in accordance with the contract documents of which this Bid Form is a part.

The above signed, as Bidder, hereby declares that the only person or persons interested in the Bid as principal(s) is, or are, named herein and that no other person has any interest in the Bid or in the contract to be entered into; that this Bid is made without connection with any other person, company or parties making a bid; and that is in all respects fair and in good faith without collusion or fraud.

The Bidder further proposes and agrees, if this Bid is accepted, to contract with City of Sumter, to furnish all permits, materials, equipment, tools, apparatus, means of transportation, and labor necessary hereto, and to complete the proposed project in full and complete accordance with the Project Documents, to the full and entire satisfaction of the Owner, at the prices listed in the Bid. Names of equipment and material suppliers, proposed subcontractors and other information that maybe requested herein must be shown. My failure to do so may result in the rejection of this Bid. The amounts listed on the Bid Schedule section of this Bid Form also include all costs associated with the compliance of all applicable State laws, local ordinances, and the rules and regulations of all authorities and professional association standards having jurisdiction over the project or the materials used throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

City of Sumter reserves the right to obtain clarification or additional information necessary to properly evaluate a bid. Failure of vendor to respond to a request for additional information or clarification could result in rejection of that vendor's bid. City of Sumter reserves the right to accept or reject any and all bids, in whole or in part, separately or together, with or without cause; to waive technicalities in submissions, to secure a project that is deemed to be in the best interest of the City. City of Sumter also reserves the right to make purchases outside of the awarded contracts where it is deemed in the best interest of the City.

Each responder, by submitting a bid to the City of Sumter a result of this Invitation-to-Bid, agrees to and acknowledges its acceptance of and agreement with the procedures outlined herein and all terms, conditions and requirements of the applicable City of Sumter documents. If a vendor cannot agree to these terms, or violates these procedures, the response will be judged non-responsive and not considered. If the procedures are violated during the evaluation process or prior to the issuance of a contract by the City of Sumter, the offer of the firm in question will be void and City of Sumter will procure the goods/services in question from other eligible vendors.

Responses submitted are final and complete offers by the vendor. No additions, corrections, modifications, changes or interpretations will be allowed. In the event questions arise on what is meant by an offer, the Purchasing Manager will make a determination as to the city's interpretation of the vendor's offer. If, after informing the vendor of the city's opinion, disagreement as to scope of the offer is present, the offer will be declared VOID. City of Sumter reserves the right to award proposals received on the basis of individual items, groups of items, or the entire list of items; to reject any and all proposals; and to waive any technicalities. In every case, the City reserves the right to make awards deemed to be in the best interest of the City and to negotiate further the offer determined by the City to be in the best interest of the City. Unit prices will govern over extended prices. Prices must be stated per unit and extended for the total quantity. Sales, use, or excise tax, as well as any handling and shipping charges, must be shown as separate items. The Owner reserves the right to increase or decrease the amount of work under the Contract at the unit prices quoted in the bid received from the successful responder.

The responder shall indemnify, defend and hold harmless City of Sumter, its officers, agents and employees from liability and any claims, suits, judgments, and damages of any nature brought because of, arising out of, or due to breach of the agreement by Responder, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Responder, its subcontractors, suppliers, agents, or employees.

The successful responder shall indemnify and hold harmless the City of Sumter, its officers, agents and employees from all suits or claims of any character resulting from patent, trademark or copyright infringement or accidents/injury at any point in the delivery of goods/services.

City of Sumter may terminate this bid with or without cause at anytime.

S.C. LAW CLAUSE: Upon award of a contract or Purchase Order under this bid, the person, partnership, association, or corporation to whom the award is made must comply with the laws of South Carolina, which require such person or entity to be authorized and/or licensed to do business in this state. Notwithstanding the fact that applicable statutes may exempt or exclude the successful responder from requirements that it be authorized and/or licensed to do business in this state, by submission of this signed proposal, the responder agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina, to all matters and disputes arising or to arise under the contract and performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.

BID SPECIFICATIONS

Introduction

The City of Sumter (City) is requesting bids from qualified firms (Contractor) interested in contracting with the City to provide mold abatement remediation services (Work) for SUMTER ETV BUILDING, 18 N HARVIN STREET, SUMTER, SC 29150, a City owned commercial vacant structure. Services include (a) securing structure; (b) hazardous material abatement; (d) the complete clearing and disposal of specified structures and related improvements. Contractors and their subcontractors must have the proper General Contractor's License, Abatement Certifications, and any other applicable certifications to perform these duties. The adjacent structures are to remain intact, undamaged, and operating during all abatement activities.

Contractors will be responsible for securing all federal, state, and local permits, as well as landfill permits. **Contractor must be able to start work no later than three (3) weeks after Notice to Proceed, unless agreed upon in advance by the City.**

Awarding of the Contract

The City will award the Contract conditioned upon funds being available and other governmental approvals as may be required. The City reserves the right to select a responsive, responsible firm that is most advantageous to the City.

Licenses

Contractor shall possess all applicable federal, state, and local licenses and certifications required to perform the Scope of Work delineated in this Project. Throughout the duration of the Contract the Contractor shall be responsible for complying with federal, state, and local regulations for applicable licenses required to perform the services or work for this Contract.

Other Conditions and Reservations

The City reserves the right to request substitutions of subcontractors. The City reserves the right to contact any Contractor, if such is deemed desirable by the City to obtain any additional information including but not limited to experience, qualifications, abilities, equipment, facilities, and financial standing. The City reserves the right to conduct investigations with respect to the qualifications and experience of any Contractor.

The City reserves the right to reject any and all Proposals, or to cancel it in part or in its entirety and to waive informalities or technicalities as it may deem to be in its best interest. This solicitation does not commit the City to award a contract or to pay any costs incurred in the preparation of a proposal or to procure or contract for services.

The Contractor shall perform the Work described including all documents attached by reference. All Work shall comply with acceptable industry standards. The Contractor shall perform the Work onsite at the designated locations in Sumter, South Carolina. Unless otherwise specified, the Contractor shall obtain and provide all labor, materials, equipment, transportation, facilities, services, permits, and licenses necessary to perform the Work.

Work Execution

Certain work may require road closure. The Contractor shall be solely responsible for pedestrian and vehicular safety and shall provide warning devices, barricades, and ground personnel needed to provide safety, protection and warning to persons and vehicular traffic within the area in accordance with City of Sumter and SCDOT Standards.

Cleanup: All debris shall be cleaned up each day before the work crew leaves the site unless given permission by the City to do otherwise. Unless directed otherwise, it shall be the responsibility of the Contractor to remove and lawfully dispose of all debris resulting from Project activities.

The Contractor is responsible for ensuring that all work is done in a safe and responsible manner. Any damage done to either City or private property shall be the responsibility of the Contractor to repair or to make arrangements to repair with the approval of the City. This shall be done prior to final payment of contract.

Supervision: This Contract is under the direct supervision of the City or its authorized representative. Any alternations or modifications of the work performed under the contract shall be made only by written agreement between the Contractor and the City and shall be made prior to the commencement of the altered work. No claims for extra work or materials will be allowed unless covered by written agreement.

Work Crew Supervision: The Contractor shall provide qualified supervision of each crew at all times while working under the Contract. Each Foreman and Superintendent shall be authorized by the Contractor to accept and act upon all directives issued by the City.

Working Hours: Except for emergency responses, the Contractor shall schedule work between the hours of 6:00 AM and 6:00 PM Monday through Saturday unless authorized by the City to do otherwise. Some major thoroughfares of the City of Sumter may not be accessed prior to 9:00 AM and must be vacated by 4:00 PM. Please coordinate opening and closing of Sumter County Landfill by calling (803) 495-3314. City Events may be scheduled during the time work is being provided and will take priority. This may affect the schedule. The City will communicate in advance all upcoming events to the contractor.

LANDFILL TIPPING FEES

All cost associated with disposal of hazardous materials are the responsibility of the Contractor.

PERFORMANCE & PAYMENT BONDS

For awards exceeding \$50,000, a performance and payment bond, each in the amount of 100% of the final contract price of this project will be required of the successful respondent. The successful vendor will be required to furnish the required Performance and Payment Bonds within ten (10) business days after written notice of formal award of contract. Work will be required to commence within ten (10) days of written notice to proceed by the procurement officer.

BUSINESS LICENSE REQUIREMENT

It is required that each Contractor/firm awarded a contract agreement or purchase order with the City of Sumter, either secure a business license or update their current business license for the contract or purchase order amount for the work being done inside the city limits.

SCOPE OF WORK - Required services include, but are not limited to, the following:

Mold Remediation and Abatement of one (1) Commercial Vacant Building

- a) The Contractor will be responsible for demolition, removal, and proper disposal of contaminated structure and contents of existing vacant commercial building located at **18 N. HARVIN STREET, SUMTER, SC 29150**. The Contractor will be responsible for all costs of transport and proper disposal of all demolition debris.
- b) The Contractor will be responsible for obtaining all certifications and permits necessary for completion of the project from the appropriate regulatory agencies.
- c) No materials from the project are proposed for reuse by the City. The Contractor shall take ownership of all scrap/salvage materials.
- d) The Contractor will be responsible for all temporary facilities necessary to successfully complete the project ---- to include, but not limited to, portable restrooms, temporary power, temporary water, site fencing, site security, etc.
- e) Caution and care must be exercised to prevent damage to adjacent structures, and to insure that existing businesses can operate normally without significant disruption during demolition activities.

Secure Structures in Accordance with the City Code of Ordinances

The Contractor may be required to secure certain structures prior to demolition.

Mold Inspections & Hazardous Materials

- a) An inspection of the structure by a South Carolina accredited environmental consultant has been completed by the City to determine the location, condition, and amounts of any mold that may be present. This preliminary inspection of the site have identified suspect materials. The Contractor will be responsible for all aspects regarding the removal and disposal of any/all hazardous materials, including, but not limited to, identification, testing, permitting, certification, notifications, best management practices, hauling, disposal fees, etc.
- b) A copy of the survey reports, laboratory analysis and written assessments of the condition of the is attached for all Contractors.

Mold Abatement to be Performed by Contractor

- a) The Contractor shall be responsible for acquiring all state and local permits and certifications necessary or the completion of the project from the appropriate regulatory agencies and furnish a copy of these permits and certifications to the City. This includes notification of the South Carolina Department of Health and Human Services, as well as any local agencies.
- b) All abatements shall be conducted in accordance with all federal, state, and local regulations. The Contractor providing abatement services shall conduct all personal air sampling as required by 40 CFR 1926.58. Copies of air sampling results shall be supplied to the City.

MINIMUM BID SPECIFICATIONS

- a) Collection of Three Air Samples (two inside the room and one outside the building) prior to the abatement to determine the present level of mold spores inside the room prior to the abatement. Include analysis of samples by an independent laboratory qualified to conduct mold analysis.
- b) Thoroughly clean all surfaces, walls and ceilings inside the room to remove any mold spores present.
- c) Apply a Sporacide material to all surfaces to help prevent re-occurrence of the mold and/or mildew.
- d) Complete air scrubbing inside the room using HEPA filtration equipment for a minimum of 48 hours after the cleaning has taken place.
- e) Collect a minimum of three air samples post abatement (two inside and one outside) to determine the level of mold spores as compared to the “prior to abatement” air samples. Include analysis of samples by an independent laboratory qualified to conduct mold analysis.
- f) Complete a written report of the findings at the conclusion of the process.

Material and Labor:

Environmental Contractor shall assure:

- a) Environmental Contractor will be required to obtain all necessary trade permits and must have a local business license.
- b) Environmental Contractor will be required to erect and maintain all reasonable and necessary safeguards for protection of persons and property. Including but not limited to safety barriers, warnings of dangers and hazards. All safeguards and notices shall remain in place until completion of the work.
- c) Environmental Contractor shall not delegate nor subcontract any performance of the abatement work without prior written consent of the City’s Construction Department.
- d) Environmental Contractor shall include all materials and labor as to provide a 100% complete job.
- e) Environmental Contractor will conduct abatement according to SCDHEC Rules and Regulations.
- f) Environmental Contractor must complete the project within an agreed upon time frame.
- g) Environmental Contractor will remove all debris from the site and is responsible for dust control and cleanup from the scope of the work including but not limited to the abatement process.
- h) Environmental contractor shall protect ceilings, walls and floors from damage.
- i) The Owner is requiring the Environmental Contractor to submit a final and unconditional lien waiver for the Prime Contractor and all Sub-Contractors.
- j) Before starting the abatement project the Environmental Contractor shall furnish one or more Certificates of Insurance, in a form acceptable to the City. Please contact the City’s Purchasing Manager, Alice Bailey at (803) 436-2587, for insurance requirement information.

The Environmental Contractor MUST visit site and view existing conditions prior to submitting bid price. A Site visit is MANDATORY. Any contractors who submit bids without a site visit, will be deemed non-responsive. Please contact Steven Dara (803) 840-4163 or email: sdara@sumter-sc.com or Michael Geddings at 803-795-9840 or email: mgeddings@sumter-sc.com to schedule a site visit.

ABATEMENT SERVICES AGREEMENT

NAME OF CONTRACTOR: ("VENDOR")

CORPORATE FORM:

STATE OF FORMATION:

ABATEMENT: SUMTER ETV BUILDING, 18 N HARVIN STREET, SUMTER, SC 29150

DATE OF ABATEMENT:

This Agreement (this "Agreement") is entered into on this ____th day of _____, 2016, by and between the **CITY OF SUMTER, SOUTH CAROLINA**, a municipal corporation and a political subdivision of the State of South Carolina with its principal administrative office at 21 N. Main Street, Sumter, South Carolina 29150 (the "City"), and the contractor identified above (the "Vendor").

RECITALS

A. Structure to be Abated. The City requires abatement and complete removal of a hazardous materials in the structure located at the address identified above and its contents (collectively, the "Structure"). An annotated aerial view of the location of the Structure is attached hereto as Exhibit A.

B. Capacity of Vendor. The Vendor is in the abatement business, properly licensed, and has the capability to abate, remove, and clean up the area in accordance with generally accepted remediation practices and procedures.

C. Acceptance of Bid. The Vendor's bid for abatement services for the Structure has been accepted by the City.

D. Need for Agreement. The parties desire to enter into this Agreement upon the terms and conditions that follow.

AGREEMENT

Now, therefore, in consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows.

I. Services to Be Provided by Vendor; Duties and Obligations.

(a) Abatement and Removal. For the amount and subject to the conditions set forth in the Vendor's bid attached to this Agreement as Exhibit B, the Vendor shall provide all necessary labor, materials, and equipment to abatement all hazardous materials in the Structure, clean up the affected area, and the area surrounding the Structure prior to the abatement, and remove all equipment, debris, and rubbish from the area in accordance with generally accepted remediation practices and procedures. Unless otherwise provided to the contrary in the bid attached hereto, the Vendor will obtain all required permits within 25 calendar days after the execution of this Agreement, and will complete the work within 25 calendar days after the date of the issued abatement permit.

(b) Payment. Subject to a final inspection by the City, payment is to be made as follows: 90% of the contract price will be paid to or at the direction of the Vendor within 30 calendar days after substantial completion of the Vendor's work hereunder. A 10% retainage will be retained by the

City for 60 calendar days to ensure that conditions are stable and remaining structure is intact. Any progress payments or alternative payment methods, if any, are attached hereto and made a part hereof, and are valid only if executed in writing by both parties hereto.

(i) In order to receive the Ninety-Percent (90%) payment, Vendor must submit Exhibit C-1 (90% Payment Request Form and Conditional Waiver of Mechanics' Lien Rights) attached hereto filled out in its entirety and submit all documents specifically referenced therein.

(ii) In order to receive the Ten-Percent (10%) retainage payment, Vendor must submit Exhibit C-2 (10% Retainage Payment Request Form and Final Waiver of Mechanics' Lien Rights) attached hereto filled out in its entirety and submit all documents specifically referenced therein.

(c) **Permits.** The Vendor shall be responsible for obtaining all necessary permits and/or approvals from appropriate sources, and the Vendor shall be responsible for the payment of all such permits and/or approvals. Permit costs shall be included in the bid price. The Vendor shall provide the City with copies of all such permits and/or approvals.

(d) **Prohibited Acts.** While performing abatement removal work in accordance with this Agreement, the Vendor shall not engage in any action that constitutes a violation of any law, order, ordinance, rule, regulation, or code of any government authority that may cause injury to persons, nor shall the Vendor in any manner deface or injure property that is not subject to permit any unreasonably objectionable noise or odor to be emitted, permit anything to be done on property where the Structure is located tending to create a health, environmental, or safety hazard or nuisance, or cause any penalty to the City.

(e) **Removal and Disposal of Materials; Compliance with Environmental Laws.**

(i) The Vendor shall at all times keep the site free from accumulations of debris, waste materials, or rubbish. The Vendor shall be responsible, following the abatement and remediation for removal of all tools, equipment, debris, surplus or waste materials, and rubbish. With respect to all rubbish, garbage, solid waste, C&D waste, and/or hazardous waste, such disposal shall be at licensed facilities. The Vendor will be required to produce dump slips from a licensed land field facility for proof of proper disposal of the contents of the structure, any onsite materials mentioned herein, and the Structure itself.

(ii) The Vendor shall maintain adequate dust control at all times and is responsible for dirt removal and debris from streets and sidewalks at the end of each day.

(iii) The Vendor shall comply with all federal, state, and local environmental statutes, ordinances, and regulations ("Environmental Laws"), including emergency planning and community right-to-know laws, and shall, in cooperation with the City when necessary, obtain any necessary permits and comply with all reporting requirements required by such Environmental Laws. The Vendor shall provide the City with copies of all documents submitted to federal, state, and local environmental agencies.

(iv) The Vendor shall not treat, store, or dispose of hazardous materials or hazardous substances on the site, or allow such materials or substances to be released to the environment; provided, however, that the Vendor may store such materials and substances temporarily in approved tanks or containers, in accordance with all Environmental Laws and with the approval of the City, which approval will not be unreasonably withheld, so long as a permit is not

required therefore under the federal Resource Conservation and Recovery Act (RCRA), as amended, or analogous or derivative state or local laws. The Vendor shall remove from the site and dispose of all hazardous materials, including all solid wastes, in compliance with applicable Environmental Laws. Any penalty or other liability arising from the Vendor's failure to comply with Environmental Laws shall be borne by the Vendor and the Vendor shall indemnify the City for any liability and expense imposed upon the City because of any act or water, air, or land pollution resulting from the activities of the Vendor or the Vendor's employees, subcontractors, or agents.

(f) Preservation of Utilities. The Vendor is responsible for contacting all applicable utility companies in order to arrange for proper disconnections from the proposed abatement site. Utility contacts may include gas, electric, cable, telephone, public water supply, or sanitary sewer as well as septic tank abandonment or water well closure. Proof of proper coordination and disconnection procedures (written documentation) and required permits with each of the utility providers will be required from the Vendor prior to disbursement of final payment to the Vendor. The Vendor is further required to coordinate with the City on delivery of water to the site of the work and may not access City sources of water without the prior written approval of the City, which approval shall establish the times, manner, terms, and conditions upon which the Vendor may access City sources of water.

(g) Inspections. The City may expect the site at any time and without prior notice. If, during an inspection, the City becomes reasonably concerned about the safety and/or efficacy of the removal, and remediation of the Structure and its contents, then the City may (but shall be under no obligation to, and shall have no liability to any party for failure to) direct the work or arrange for a qualified third party to inspect the site and provide recommend improvements to safety and efficacy processes.

(h) Safety Measures. The Vendor shall furnish and erect, at no additional cost to the City, whatever sidewalks, bridges, culverts, or other works as may be necessary for the protection of the public, including, but not limited to, barricades, fences, etc. and for the safe and proper execution of other public utility lines so as not to interfere therewith or damage or cause damage thereto. The Vendor shall be responsible for all damages to persons or property that occur as a result of his fault, omission, or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all work performed hereunder until completion and final acceptance, whether or not the same has been covered in whole or in part by payments made by the City.

(i) Abatement, Remediation, Removal. The Vendor shall be responsible for the proper and lawful abatement, remediation, removal, and disposal of any and all lead-based paint, asbestos, mold, or other such hazardous materials by a company licensed and certified for such purposes. The Vendor must be, or must subcontract with, a South Carolina Department of Health and Environmental Control Approved Abatement Contractor, and must secure all requisite permits and approvals for abatement, remediation, and removal. The Vendor shall be responsible for the removal and proper disposal of any hazardous materials located on the Site. A copy of the license and permits of the abatement Vendor performing the hazardous materials abatement must be included in the contract bid documents. Failure to include this license with the bid documents will result in a rejection of those portions of the bid requiring hazardous materials abatement from consideration. Vendor has such a license or agrees to retain a Vendor who possesses such a valid license.

(j) Guarantee. The Vendor shall guarantee all materials and workmanship for a period of one (1) year from the date of acceptance by the City and shall replace any portions that fail because of faulty materials or workmanship at no additional cost to the City. A six (6) month and eleven (11) month inspection will be held during the warranty period. The Vendor shall immediately repair all defective items upon notification. Items repaired under the provisions shall have an extended warranty period of twelve (12) months from the date of repair of the item.

(k) Project Schedule; Progress Reports. Prior to commencing the work, the Vendor shall provide a project schedule to the City with sufficient detail to identify the commencement dates, expected progress, and completion dates of each stage of the work (the "Project Schedule"). The City shall have the right, in its reasonable discretion, to require changes to the proposed Project Schedule. Upon written approval of the Project Schedule by the City, the Vendor may begin the work. During the work, the Vendor shall prepare and submit to the City weekly written progress reports. To be delivered no later than 3:00 p.m. on Thursday of each week (each, a "Progress Report"), which accomplish each of the following: (1) update the Project Schedule as necessary; (2) identify all information, personnel, equipment, facilities, and resources of the City that will be required for the Vendor to perform the work for the subsequent month; (3) identify and report the status of all tasks and deliverables that have fallen behind schedule; (4) identify and summarize all risks and problems identified by the Vendor, which may affect the performance of the Services; (5) for each risk and problem, identify the action and person(s) responsible for mitigating the risk and resolving the problem; (6) for each risk and problem identified, state the impact on the project schedule; and (7) any additional information required by paragraph (m) below. Notwithstanding the timely delivery of weekly Project Reports, the Vendor shall be required to immediately notify the City upon the discovery of any event, condition, risk, or problem that may substantially affect the Project Schedule or that presents a previously unknown risk of harm, damage, or destruction to any person or property in connection with the work.

(l) Work Plans. If required for this project, prior to commencing the work, the Vendor shall prepare (1) a plan that shows both its expected traffic flow patterns and any potential interferences with traffic flow patterns of the public (the "Traffic Flow Plan"); (2) a plan that shows both the parking spaces required by the Vendor and any parking spaces that will need to be temporarily closed to accommodate the work (the "Parking Plan"); (3) a plan that shows the days and hours during which the work will be conducted (the "Work Hours Plan"); and (4) a plan that shows the extent, date, and times of any expected street or sidewalk closings, as well as any expected impact on accessibility to and interference with the operations of businesses and residences in proximity to the work area (the "Public Interference Plan"). The Traffic Flow Plan, the Parking Plan, the Work Hours Plan, and the Public Interference Plan are referred to collectively as the "Work Plans." The Vendor shall not commence work until the City, in its reasonable discretion, has approved the Work Plans in writing. Any required changes to the Work Plans after work has commenced must be included in the next Progress Report. In addition, the Vendor shall describe in each Progress Report the expected degree of interference (with respect to traffic flow, noise, dust, accessibility, and parking) with businesses and residences in proximity to the work.

(m) Weekly Public Updates. On Friday of each week during the continuance of the work, the City will meet with the public (including, but not necessarily limited to, the owners and occupants of buildings and residences in proximity to the work) to describe the expected work and degree of interference during the upcoming week. The City may require a representative of the Vendor to attend such updates. In such event, the City shall give notice of the required attendance no later than 5:00 p.m. on the Thursday preceding the scheduled update.

(n) Working Group for Notice. Each and every notice, update, and report required hereunder shall be timely and concurrently delivered (electronically or physically) to the City's Director of Public Services (Ray Goodman), Purchasing Director (Alice Bailey), Downtown Development Manager (Howie Owens), and Construction Manager (Michael Geddings).

2. Relationship of the Parties; Representations and Warranties.

(a) Independent Contractor. The City retains the Vendor on an independent contractor basis. The Vendor is not an agent or employee of the City for any purpose, and neither the Vendor nor its employees are entitled to any of the benefits that the City provides for its employees. Any person performing work under this Agreement on behalf of the Vendor shall at all times be under Vendor's exclusive direction and control. Vendor shall pay all wages, salaries, and other amounts due to such personnel in connection with their performance as an employee of Vendor as required by law. The Vendor shall be responsible for all reports and obligations respecting such persons, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and workers' compensation. The Vendor's performance of services and hours worked shall be entirely within the Vendor's control, and the City shall rely upon the Vendor to devote the time reasonably necessary to perform in accordance with this Agreement.

(b) Workers' and Unemployment Compensation. The City shall not be responsible for covering Vendor under any workers' compensation insurance or unemployment compensation insurance plans.

(c) No Agency Authority. The Vendor and its employees and agents shall have no authority or right to obligate the City in any way. The Vendor shall identify itself as an independent contractor and shall not hold itself out as an employee or agent of the City.

(d) Non-Exclusivity. The parties agree that this is not an exclusive contract and that the parties are free to enter into agreements and contracts for similar or other services with other parties during the term of this Agreement.

(e) Delegation; Subcontracting. The Vendor shall neither delegate nor subcontract any performance of the work under this Agreement to any person who is not an employee of the Vendor or to a subcontractor without the prior written consent of the City. If the City consents in writing to the delegation of or subcontract for the performance of all or a portion of the abatement work under this Agreement, any delegation of or subcontract for the performance of work under this Agreement shall be subject to the following conditions:

(i) The Vendor shall remain primarily liable to the City for the performance it delegated or otherwise subcontracted to a subcontractor or other person.

(ii) The Vendor shall remain liable to the City for the acts or omissions of any person or subcontractor and the subcontractor's officers, agents, or employees performing delegated work.

(iii) The Vendor shall deliver a copy of the duly executed subcontract to the City within 5 business days after executing the subcontract.

(iv) The Vendor and subcontractor shall agree in the subcontract that the City has no duty to perform any performance owed by the Vendor to subcontractor or any person under the subcontract including, but not limited to, payment under the subcontract.

Any delegation of performance of the Work under this Agreement, in whole or in part, without the prior written consent of the City or without agreement to or satisfaction of the conditions set forth in this paragraph is void and may, in the sole discretion of the City, result in the termination of this Agreement.

(f) Representations and Warranties of the Vendor. The Vendor hereby represents and warrants as follows:

(i) The Vendor represents and warrants that all of its agents, subcontractors, and employees are fully licensed, certified, or otherwise authorized to demolish structure, haul away and test debris (if necessary), and dispose of materials to legally pre-approved sites, and to the extent this Agreement includes hazardous materials remediation, to move, abate, and otherwise remediate hazardous materials, wastes, and/or contaminants.

(ii) It is understood by the Vendor that the timing requirements of this Agreement must be strictly observed. In the event that the Vendor is unable to complete the abatement and removal in accordance with such requirements, the Vendor shall be required to pay the sum of \$200.00 per day as and for liquidated damages; which damages, although incapable of precise determination, shall be imposed to account for any delay costs that may be imposed or asserted by any other contractors or subcontractors or any other person arising out of such delay.

(iii) The price herein shall remain fixed. No other charges, extras, or additions shall be made or added to this Agreement unless first agreed to in writing by the City. Any work performed or extras outside the scope of the work herein described without the City's prior written approval shall be at the Vendor's sole cost and expense.

(iv) Should any dispute or change in the scope of work be required during the abatement and removal, the inability to resolve such dispute shall not be a basis for stopping work. The Vendor shall continue to perform all work hereunder, to dispose of all contaminants in the Structure, and to do all things necessary in order to make the Structure suitable for renovation and occupancy as prescribed by law and this Agreement.

(v) In the event that the City identifies unsatisfactory, defective, incomplete, or unworkmanlike work in the scope of the Vendor's services hereunder, the Vendor will, upon notice from the City immediately stop said work and immediately commence to comply with any such notice, and shall immediately correct any such problem at the Vendor's expense.

(vi) The Vendor represents and warrants that it possesses the necessary skill, knowledge, training, and capacity to demolish structures in Sumter County and, if this Agreement requires, to remove, abate, and/or remediate hazardous materials and contaminants as defined under any City, County, State, or Federal statute, regulation, rule, or directive, and that it will perform its work timely and in a workmanlike manner. The Vendor further represents and warrants that all documents and statements provided to the City as evidence of its skill, knowledge, training, and capacity are true, correct, and complete in all material respects.

(vii) The Vendor represents and warrants that it has fully inspected the Structure, and that the scope of work as prescribed herein is based upon said actual on-site inspection by the Vendor. The Vendor also acknowledges that the work hereunder is being done for the purpose of demolishing the Structure, for the development or reutilization of the site, and that the Vendor's work will be done in a professional and workmanlike manner.

(viii) The Vendor agrees that all work will be done in conformity with all applicable laws of the City, Sumter County, the State of South Carolina, and the United States of America; that all permits of any government-issuing authority will be secured; that property will at all times be maintained in a safe condition consistent with all applicable public safety laws; and that if required by this Agreement, all hazardous materials, wastes, or contaminants as referred to herein will be disposed of properly in accordance with such laws and at a legally pre-approved site. In such case, the Vendor will properly inspect the site for hazardous materials, wastes, or contaminants as referred to herein as required by law and shall remove and dispose of and transport same to pre-authorized sites. The Vendor shall have the hazardous materials, substances, or contaminants as referred to herein (or any materials suspected of same) tested and delivered to legally certified laboratories for testing and analysis. The Vendor shall maintain and deliver to the City complete and accurate manifests and receipts accurately depicting the nature, amount, and extent of all hazardous materials, substances, or contaminants as referred to herein, the testing laboratories, and complete trip logs accurately showing the chain of custody of the hazardous materials as well as the receipts for pre-approved disposal sites.

3. Termination and Suspension.

(a) Termination by the City for Cause. The City may terminate this Agreement upon the occurrence of any one of the following:

(i) refusal or failure to supply in sufficient number or with sufficient expertise properly skilled workers or proper materials after written notification by the City that the Vendor has refused or failed in supplying properly skilled workers or proper materials;

(ii) refusal or failure to make payment to any subcontractor for materials or labor in accordance with the respective agreements between the Vendor and such subcontractor;

(iii) violation of any applicable law, statute, ordinance, code, rule, regulation, or lawful order of a public authority after prior written notice of the violation to the Vendor;

(iv) otherwise a substantial breach of any provision of this Agreement, and such breach remains uncured after three calendar days prior written notice of the breach by the City; or

(v) the City becomes reasonably concerned about the safety and/or efficacy of the removal and remediation of the Structure and its contents.

When any of the above reasons exist, the City may without prejudice to any other rights or remedies of the City and after giving the Vendor and the Vendor's surety, if any, written notice, terminate employment of the Vendor effective on the date stated in the notice and may, subject to any prior rights of the surety finish the work hereunder by whatever reasonable method the City may deem expedient. Upon written request of the Vendor, the City shall furnish to the Vendor an accounting of the costs incurred by the City in finishing the Work.

(b) Termination by the City for Convenience. The City may, at any time, terminate this Agreement for the City's convenience and without cause. Upon receipt of written notice from the City of such termination for convenience the Vendor shall:

- (i) cease operations as directed by the City in the notice;
- (ii) take actions necessary, or that the City may direct, for the protection and preservation of the work; and
- (iii) except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders for work and enter into no further subcontracts or purchase orders for the work.

In case of such termination for the City's convenience, the Vendor shall be entitled to receive payment for the work performed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the work that has been substantially completed.

(c) Suspension by the City for Convenience. The City may, without cause, order the Vendor in writing to suspend, delay, or interrupt the work in whole or in part for such period of time as the City may determine. The proposed completion time shall be adjusted for the time caused by suspension, delay, or interruption.

3. Indemnification.

(a) As used herein, "Vendor" includes all subcontractors and other parties under any oral or written agreement, purchase order, or other instrument between Vendor and any subcontractor for or on behalf of the City.

(b) Vendor shall indemnify, keep, and save harmless the City, its elected officials, officers, employees, staff, and agents against all injuries, death, loss, damage, claims, suits, liabilities, judgments, costs, and expenses ("Claims") that may arise hereunder or otherwise result from or in connection with Vendor's abatement and removal activity under this Agreement, and the Vendor shall, at his own expense, appear, defend, and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and if any judgment shall be rendered against the City in any such action, the Vendor shall at his own expense, satisfy and discharge the same. Vendor expressly understands and agrees that any performance bond or insurance protection required by this Agreement, or otherwise provided by Vendor, shall in no way limit the responsibility to indemnify, keep, and save harmless and defend the City as herein provided.

(c) Vendor's indemnification and defense obligations hereunder shall extend to Claims occurring after this Agreement is terminated as well as while it is in force, and shall continue until it is finally adjudicated that any and all actions against the Indemnified Parties for such matters which are indemnified hereunder are fully and finally barred by applicable Laws.

4. Governmental Immunity. The City does not waive its governmental immunity by entering into this Agreement and fully retains all immunities and defenses provided by law with respect to any action based upon or occurring as a result of this Agreement.

5. Licensing and Insurance.

(a) Certificate of Insurance: Before starting work on the Structure, the Vendor shall furnish one or more Certificates of Insurance, in a form acceptable to the City, evidencing the Vendor's compliance with this Agreement's insurance requirements. All insurance policies are to be written through a company duly authorized to transact that class of insurance within the jurisdiction of the City and shall be with insurance companies acceptable to the City and with A.M. Best Rating of A minus or better. The Certificates of Insurance and policies for the commercial general liability and business automobile liability policy shall name the City, and if requested, the City's agents, as additional insureds for completed and ongoing operations on a primary and non-contributory basis. All Certificates of Insurance shall state policy numbers, dates of expiration, policy limits, and provide that the insurance will not be cancelled or changed unless the City has been given written notice at least thirty (30) days prior to the date of the proposed change or cancellation. If the Vendor fails to procure or maintain required insurance coverages, the City shall have the right, but not the obligation, to procure and maintain the required insurance for and in the name of the Vendor, and the Vendor shall pay the cost thereof and furnish all necessary information to make effective and maintain such insurance. The Vendor shall not commence work until all insurance requirements are met.

(b) Coverages. The insurance coverages to be provided include those as set forth below:

(i) Commercial general liability insurance with limits of \$1,000,000 per occurrence/\$1,000,000 aggregate bodily injury and property damage liability. This coverage must, at a minimum, include coverage and/or endorsements for premises operations, products/completed operations, contractual liability assumed by the Vendor under this Agreement, personal injury, advertising injury and broad-form property damage (including coverage for explosion, collapse, and underground hazards), and independent contractor coverages. All liability policies must be written on an "occurrence" basis. Such policy shall not contain Endorsement, CG 22 94 10 01. The commercial general liability and automobile liability insurance required herein shall protect the Vendor and the City against liability from damages growing out of any Vendor operations (including the operation of all automobiles, trucks, and other vehicles owned or rented) in connection with the performance of this Agreement, as well as liability arising after the completion of the Vendor's operations.

(ii) Motor vehicle liability insurance with bodily injury limits of \$1,000,000 and property damage limits of \$1,000,000 or a combined single limit of \$1,000,000.

(iii) Worker's compensation in accordance with, and providing coverages meeting or exceeding the limits required by, the laws of the State of South Carolina, and employer's liability insurance with the following minimum limits: \$100,000 per accident, \$100,000 per disease for each employee, and \$500,000 aggregate.

(iv) Excess or umbrella liability insurance with a policy limit of \$1,000,000 per occurrence and aggregate.

(c) Sub-Contractor Insurance. If the Vendor elects, with the City's prior written approval, to subcontract any portion of the abatement or removal work to one or more subcontractors, the Vendor must require of each such subcontractor insurance coverage similar to that required of the Vendor hereunder and shall furnish to the City evidence that such insurance coverages are currently in effect. Moreover, the Vendor shall require each such subcontractor to name the Vendor and the

City as additional insureds on such subcontractor's commercial general liability insurance and will provide the Vendor with a waiver of subrogation form from such Subcontractors workers' compensation carrier. Failure of the Vendor to require any subcontractor to obtain the coverages required herein or to furnish the City evidence of such coverage shall be grounds for termination for default.

(d) Documentation. The Vendor shall furnish one copy of each Certificate of Insurance herein required attached to each copy of this Agreement, plus three additional copies of each Certificate of Insurance herein required, which shall specifically set forth evidence of all coverages set forth above. The Vendor shall furnish to the City copies of any endorsements that are subsequently issued amending coverage or limits.

(e) Payment and Performance Bonds. If the required payment hereunder exceeds \$50,000, the Vendor shall provide payment and performance bonds in the full amount of this Agreement.

(i) The payment and performance bonds, if any, shall name the City as the obligee. Such bonds must be secured by cash or must be issued by a surety company licensed in the State of South Carolina with an "A" minimum rating of performance as stated in the most current publication of "Best Key Rating Guide, Property Liability".

(ii) Upon execution of this Agreement, the Vendor shall furnish to the City a performance bond and a separate labor and material payment bond in a form acceptable to the City. The bonds shall guarantee the Vendor's faithful performance of this Agreement and payment of all obligations arising hereunder. The bonds shall remain in force until the abatement and removal has been completed and accepted by the City, the provisions of all guarantees required by this Agreement have been fulfilled, and the warranty periods and period for correction of the work required by this Agreement have expired, or the period for filing mechanics' liens has expired, whichever occur latest, after which time the bonds shall lapse. The Vendor shall bear all costs in connection with the bonds as a part of this Agreement. One executed copy of each bond shall be attached to each executed copy of this Agreement.

(iii) The Vendor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

6. Compliance with Civil Rights Laws. The Vendor certifies that it has adopted an equal employment opportunity policy and it is in full compliance with applicable federal, state, and local laws, rules, and regulations in the area of non-discrimination in employment. The Vendor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, because of race, color, religion, national origin, age, or sex. Breach of this Section by Vendor within the State of South Carolina shall constitute a material breach of this Agreement, and the City shall be entitled to terminate this Agreement.

7. Anti-Kickback Clause. The Vendor affirms and declares it has not accepted nor given any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind provided, directly or indirectly, from any person for the purpose of improperly obtaining or rewarding favorable treatment in connection with this Agreement or in connection with a subcontract relating to this Agreement.

8. Non-Collusion. The undersigned affirms that the Vendor has not prepared the winning bid resulting in this Agreement in collusion with any other bidder, and that the prices, terms, or conditions of said bid

have not been communicated by the Vendor nor by any employee or agent of Vendor to any other person engaged in this type of business prior to the official opening of said bid.

9. Notice. All notices, demands, or other writings permitted or required by the terms of this Agreement shall be deemed to have been fully given, made, or sent when made in writing and deposited in the United States Mail, postage prepaid, and addressed to a party at the address set forth above or such other address provided to the other party in writing.

10. Entire Agreement. This Agreement, together with the attachment to this Agreement, shall constitute the entire agreement between the parties. Any prior understanding, representation, or negotiation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

11. Modification. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in a writing signed by each party or its authorized representative.

12. Partial Invalidity. If any provision of this Agreement, or the application thereof, shall for any reason and to any extent be invalid or unenforceable, the remainder of this Agreement and application of such provisions to other persons or circumstances shall be interpreted so as best to reasonably effect the intent of the parties hereto. The parties further agree to replace any such invalid or unenforceable provisions of this Agreement with valid and enforceable provisions that will achieve, to the extent possible, the economic, business, and other purposes of the invalid or unenforceable provisions.

13. Absence of Waiver. The failure of either party to insist on the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of such terms and conditions, shall not be construed as thereafter waiving such terms and conditions, which shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

14. Assignment. The rights and obligations of each party under this Agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior written consent of the other party. In the event of a proper assignment, this Agreement shall be binding upon and inure to the benefit of the parties' successors and assigns.

15. No Third Party Benefit. The provisions of this Agreement are for the benefit of the parties hereto, and not for the benefit of any other person or legal entity.

16. Consent to Personal Jurisdiction/Governing Law.

(a) Consent to Jurisdiction. Vendor acknowledges that this Agreement shall be deemed to have been executed in Sumter County in the State of South Carolina and hereby consents to the exercise of general personal jurisdiction over it by the appropriate courts in Sumter County in the State of South Carolina.

(b) Venue for Actions. Any action on a controversy that arises under this Agreement shall be brought in Sumter County in the State of South Carolina, which Vendor agrees is a reasonably convenient place for trial of the action. Vendor agrees that its consent in accordance with this Section is not obtained by misrepresentation, duress, the abuse of economic power, or other unconscionable means.

(c) Governing Law. This Agreement shall be governed in all respects by the laws of the State of South Carolina, without respect to conflicts of law.

17. Interpretation. In the interpretation of this Agreement, it shall be construed as if it were drawn jointly or by both the Vendor and the City and no inference or presumption shall be made or drawn either for or against the Vendor or the City by virtue of who might have prepared this Agreement.

IN WITNESS WHEREOF, the Vendor and the City have executed this Agreement under seal as of the day and year first written above.

**VENDOR:
CORPORATE NAME OF VENDOR**

Name:
Title:

[SEAL]

Notice Address of Vendor:

Name and Address of Vendor's Registered Agent:

**CITY:
CITY OF SUMTER, SOUTH CAROLINA**

Name: Deron L. McCormick
Title: City Manager

[SEAL]

Notice Address of City:

21 N. Main Street, 4th Floor
Sumter, South Carolina 29150

EXHIBIT A

ATTACH ANNOTATED AERIAL VIEW OF SITE

- I. SUMTER ETV BUILDING, 18 N HARVIN STREET, SUMTER, SC 29150

EXHIBIT B

ATTACH BID

1. BID SUBMITTAL
2. CERTIFICATE OF INSURANCE

EXHIBIT C-1

**90% PAYMENT REQUEST AND
CONDITIONAL WAIVER OF MECHANICS' LIEN RIGHTS**

(Vendor requesting Payment) _____ (Payment Amount Requested) _____

(Street Address) _____

(City, State, Zip Code) _____

In the Abatement Services Agreement dated the ___ day of _____, 2013, the City of Sumter, South Carolina, contracted with the above-identified Vendor to abate a structure on the property identified as SUMTER ETV BUILDING, 18 N HARVIN STREET, SUMTER, SC 29150 (the "Structure").

As proof of completion of the abatement of the Structure, Vendor has attached to this request for payment ALL of the following documents and evidence:

1. Copies of Permits (city, water, and sewer).
2. Dump Tickets.
3. Evidence of compliance with all specifications.

By signing below, the Vendor waives and releases all mechanics' lien rights the Vendor has for labor and service provided, and equipment and material delivered, to the City of Sumter under the Abatement Services Agreement prior to the date of this request for payment. This waiver and release of mechanics' lien rights is effective only upon Vendor's receipt of payment from the financial institution on which a check is drawn in the amount requested above, less any retainages held by the City of Sumter.

By: _____

Print Name: _____

Title: _____

Witness: _____

Print Name: _____

EXHIBIT C-2

**RETAINAGE PAYMENT REQUEST AND
CONDITIONAL WAIVER OF MECHANICS' LIEN RIGHTS**

(Vendor requesting Payment)

(Payment Amount Requested)

(Street Address)

(City, State, Zip Code)

In the Abatement Services Agreement dated the ___ day of _____, 2013, the City of Sumter, South Carolina, contracted with the above-identified Vendor to provide mold abatement and remediation services on the property identified as SUMTER ETV BUILDING, 18 N HARVIN STREET, SUMTER, SC 29150 (the "Structure").

As proof of completion of the abatement of the Structure, Vendor has attached to this request for payment ALL of the following documents and evidence:

1. Evidence of Compliance with all specifications.
2. Other: _____

By signing below, the Vendor waives and releases all mechanics' lien rights the Vendor has for labor and service provided, and equipment and material delivered, to the City of Sumter under the Abatement Services Agreement prior to the date of this request for payment. This waiver and release of mechanics' lien rights is effective only upon Vendor's receipt of payment from the financial institution on which a check is drawn in the amount requested above, less any retainages held by the City of Sumter.

By: _____

Print Name: _____

Title: _____

Witness: _____

Print Name: _____

Emerald, Inc.

CONSULTING AND ENGINEERING
SERVICES IN ENVIRONMENTAL AFFAIRS

2520 TAHOE DRIVE • POST OFFICE BOX 3050 • SUMTER, SOUTH CAROLINA 29151

WEBSITE:
www.emeraldinc-us.com

TELEPHONE (803) 469-5454
FAX (803) 469-5465

**MOLD INVESTIGATION REPORT
SUMTER ETV BUILDING
18 NORTH HARVIN STREET
SUMTER, S.C.**

Prepared for:

**City of Sumter
P.O. Box 1449
Sumter, South Carolina 29151**

Prepared by:

**EMERALD, INC.
P. O. Box 3050
2520 Tahoe Drive
Sumter, South Carolina 29150**

**Date of Inspection: September 1, 2016
Date of Report: September 15, 2016**

FOREWORD

This report was prepared by Emerald, Inc. of Sumter, South Carolina, for the City of Sumter regarding the ETV building located at 18 N. Harvin Street in Sumter, S.C. The contents of this report are confidential and intended for the use of the client only.

James W. Bateman III, S.C. Licensed Building Inspector and Air Monitoring Professional, conducted the survey, and Ronny L. Lowder, Licensed Building Inspector/Management Planner, of Emerald, Inc. prepared this report. Any questions or comments concerning this report should be directed to Ronny L. Lowder at either (803)469-5454 or via email at rlowder@emeraldinc-us.com.

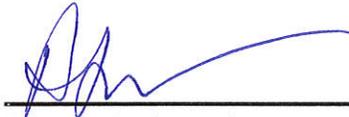


James W. Bateman III

**SC Licensed Building Inspector
License Number BI-00946
Expiration Date: 10/13/16**

**SC Licensed AHERA Supervisor
License Number SA-01253
Expiration Date: 11/30/16**

**SC Licensed Air Sampler
License Number AS-00274
Expiration Date: 11/30/16**



Ronny L. Lowder

**SC Licensed Building Inspector
License Number ASB-32201
Expiration Date: 01/19/17**

**SC Licensed AHERA Supervisor
License Number SC-00715
Expiration Date: 10/18/17**

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| 2.0 INITIAL MOLD INSPECTION | 1 |
| 3.0 RESULTS AND RECOMMENDATIONS..... | 3 |
| 4.0 APPENDICES | 5 |

1.0 INTRODUCTION AND OBJECTIVE

Emerald, Inc. was requested to conduct a mold investigation on the ETV Building located at 18 North Harvin Street in Sumter, S.C., due to a recent mold inspection (no date on the report) conducted by Andrew Hackney, CMI, on the Radio Room and Production Studio in the same building. Mr. Hackney collected one air sample in the Radio Room and reviewed the remainder of the building. The conclusion indicated that the building should be treated and cleaned with a non-toxic antimicrobial for the safety of the workers in the building. This investigation was requested and approved by Mr. Michael Geddings with the City of Sumter. The investigation included an initial mold inspection/air sampling event to determine the extent of mold spores present inside the building as compared to outside air totals (mold spores) on the same date.

This report is a compilation of the investigation and its results.

2.0 INITIAL MOLD INSPECTION

On September 1, 2016, a visual inspection of the Administration Building was performed by Mr. James W. Bateman III, SC licensed air sampler. The objective of the initial inspection was to view the interior of the building for the visual presence of mold on walls, ceilings, or other surfaces. In addition to the visual review and collection of ten air samples (nine inside and one outside), Mr. Bateman collected temperature and relative humidity readings inside various rooms and offices as compared to the outside levels, and reviewed the building for possible sources of moisture, the basic source for mold spores to cultivate. During the initial inspection of the building, Mr. Bateman did notice that the soundproofing boards in the Audio Booth had visual discoloration around the perimeter of the boards, and the TV Studio Room had visual indications of a prior roof leak.

Personnel that accompanied Mr. Bateman confirmed that there had been prior roof leaks in the TV Studio Room. He also observed two dehumidifiers operating in the building, one in the front lobby and a larger unit in the TV Studio Room. During this inspection, Mr. Bateman collected ten air samples, nine in various rooms inside and one sample outside for comparison. Appendix A contains a copy of the Air Sampling Log for this initial inspection and sampling. The relative humidity readings, which were collected via a hand-held Supco THP2 hygrometer, showed relative humidity readings from 42% to 56% inside the building on the day of the review. One standard for relative humidity and mold is that an active colony of mold spores is not present unless relative humidity readings consistently exceed 56%. At the same time, the relative humidity reading outside the building was recorded at 52% between 4:39 PM and 4:44 PM. The air sample collection was conducted by using low flow air pumps with Air-O-Cell cartridges provided by EMSL Analytical, Inc., Mr. Bateman pulled a given volume of air through each cartridge for a specified period of time as seen on the Air Sampling Log. After collecting each air sample, Mr. Bateman removed the cartridge from the end of the plastic tubing and sealed the cartridge opening, labeled each cartridge as to sample number and time, placed each cartridge in a sealable plastic bag, and completed the laboratory chain-of-custody for overnight shipment to EMSL Analytical, Inc. in Kernersville, North Carolina. Appendix B contains a floor plan showing the locations of the samples collected.

During air sampling for mold spores, it is customary to collect an outside air sample for comparison to inside air samples. Mold spores are present in the outside atmosphere at different levels throughout the day. A comparative standard used by the industry is that inside analytical results for mold spores should not exceed ten times the level of the same mold spores in outside air during the relative sampling period.

The analytical results as seen in Appendix C did not show total levels that exceeded ten times outside air results; however, it should be noted that the interior sample collected in the TV Studio contained *Aspergillus / Penicillium* which exceeded the standard rule since the outside level of the same spore type on that day was found to be zero spores per cubic meter. The spore level for *Aspergillus / Penicillium* in the TV Studio was found to be 24,700 spores per cubic meter between 4:15 PM and 4:25 PM on the sampling date. The opening and closing of exterior doors will allow the air movement of mold spores from the exterior to the interior on any given day.

3.0 RESULTS AND RECOMMENDATIONS

Emerald, Inc. was requested to conduct an initial mold investigation for the ETV Building located at 18 N. Harvin Street in Sumter, S.C., after a mold inspection by Andrew Hackney, CMI, indicated that the building needed mold remediation due to the results of one air sample inside the Audio Booth and visual observations of the interior of the building. During our inspection, we did find visual evidence of mold discoloration around the soundproofing in the Audio Booth, and ceiling leaks in the TV Studio which were confirmed by ETV personnel. The relative humidity readings were within acceptable levels inside on the day of the inspection; however, the ETV personnel had two dehumidifiers operating which may have affected the readings. One room, the TV Studio, was found to contain levels of a very common spore type (*Aspergillus / Penicillium*) that exceeded the outside air level for the same spore type on the same day (24,700 spores per cubic meter in the TV Studio to zero spores per cubic meter on the outside).

Given the above findings, we do recommend mold remediation of the interior of the ETV Building (especially the TV Studio room) given the spore levels as compared to the

Mold Spore Level Guide® provided by Air Analysis, Inc. in Appendix D. There were observations of prior leaks inside the TV Studio Room inside the building which would provide a moisture and/or humidity level to support mold spore growth.

4.0 APPENDICES

APPENDIX A. Air Sampling Log

APPENDIX B. Floor Plan - Sampling Locations

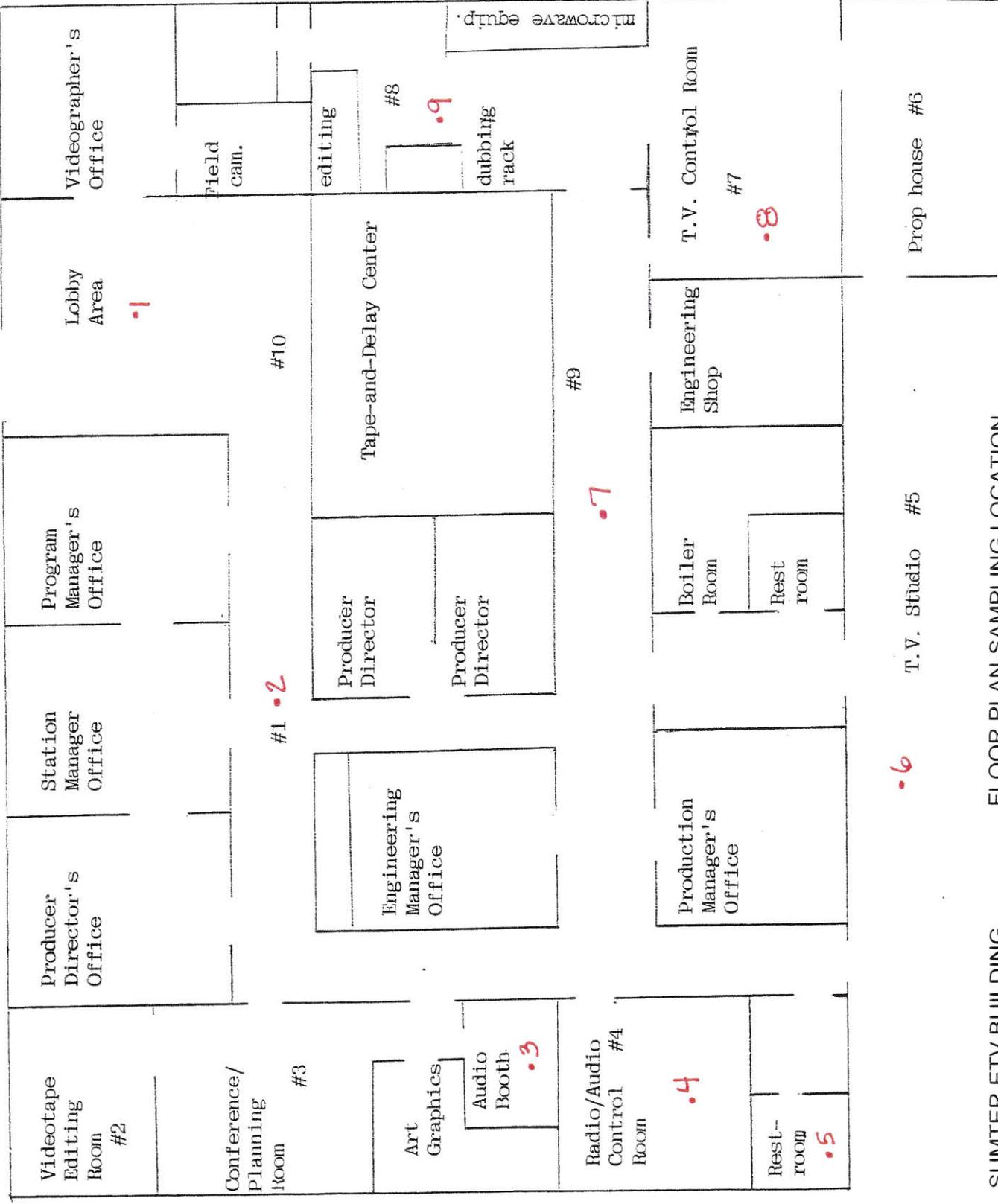
APPENDIX C. Analytical Results

APPENDIX D. Mold Spore Level Guide®

APPENDIX A
AIR SAMPLING LOG

APPENDIX B
FLOOR PLAN – SAMPLING LOCATIONS

•10



FLOOR PLAN-SAMPLING LOCATION

SUMTER ETV BUILDING
18 NORTH HARVIN STREET
SUMTER, SOUTH CAROLINA

APPENDIX C
ANALYTICAL RESULTS



EMSL Analytical, Inc.

376 Crompton Street Charlotte, NC 28273
Tel/Fax: (704) 525-2205 / (704) 525-2382
http://www.EMSL.com / charlottelab@emsl.com

EMSL Order: 411606975
Customer ID: EMER51
Customer PO:
Project ID:

Attn: Ronny Lowder
Emerald, Inc.
2520 Tahoe Drive
PO Box 3050
Sumter, SC 29151
Project: ETV Building

Phone: (803) 469-5454
Fax: (803) 775-1970
Collected: 09/01/2016
Received: 09/07/2016
Analyzed: 09/07/2016

Test Report: Air-O-Cell™ Analysis of Fungal Spores & Particulates by Optical Microscopy (Methods EMSL 05-TP-003, ASTM D7391)

| Lab Sample Number: | 411606975-0001 | | | 411606975-0002 | | | 411606975-0003 | | |
|---------------------------|----------------|----------------------|------------|----------------|----------------------|------------|----------------|----------------------|------------|
| Client Sample ID: | ETV-1 | | | ETV-2 | | | ETV-3 | | |
| Volume (L): | 150 | | | 150 | | | 150 | | |
| Sample Location | Lobby Area | | | Hallway | | | Audio Booth | | |
| Spore Types | Raw Count | Count/m ³ | % of Total | Raw Count | Count/m ³ | % of Total | Raw Count | Count/m ³ | % of Total |
| Alternaria | 1 | 20 | 5.1 | - | - | - | - | - | - |
| Ascospores | - | - | - | - | - | - | - | - | - |
| Aspergillus/Penicillium | 5* | 30* | 7.7 | - | - | - | - | - | - |
| Basidiospores | 4 | 80 | 20.5 | 6 | 100 | 35.7 | 1 | 20 | 15.7 |
| Bipolaris++ | 1 | 20 | 5.1 | 1 | 20 | 7.1 | 1* | 7* | 5.5 |
| Chaetomium | 1 | 20 | 5.1 | - | - | - | - | - | - |
| Cladosporium | 6 | 100 | 25.6 | 3 | 60 | 21.4 | 3 | 60 | 47.2 |
| Curvularia | 5 | 100 | 25.6 | 2 | 40 | 14.3 | 2 | 40 | 31.5 |
| Epicoccum | - | - | - | - | - | - | - | - | - |
| Fusarium | - | - | - | 1 | 20 | 7.1 | - | - | - |
| Ganoderma | - | - | - | - | - | - | - | - | - |
| Myxomycetes++ | - | - | - | 2 | 40 | 14.3 | - | - | - |
| Pithomyces | - | - | - | - | - | - | - | - | - |
| Rust | 1 | 20 | 5.1 | - | - | - | - | - | - |
| Scopulariopsis | - | - | - | - | - | - | - | - | - |
| Stachybotrys | - | - | - | - | - | - | - | - | - |
| Torula | - | - | - | - | - | - | - | - | - |
| Ulocladium | - | - | - | - | - | - | - | - | - |
| Unidentifiable Spores | - | - | - | - | - | - | - | - | - |
| Cercospora | - | - | - | - | - | - | - | - | - |
| Nigrospora | - | - | - | - | - | - | - | - | - |
| Paecilomyces | - | - | - | - | - | - | - | - | - |
| Pyricularia | - | - | - | - | - | - | - | - | - |
| Total Fungi | 24 | 390 | 100 | 15 | 280 | 100 | 7 | 127 | 100 |
| Hyphal Fragment | 1 | 20 | - | - | - | - | - | - | - |
| Insect Fragment | - | - | - | - | - | - | - | - | - |
| Pollen | 1* | 7* | - | - | - | - | - | - | - |
| Analyt. Sensitivity 600x | - | 21 | - | - | 21 | - | - | 21 | - |
| Analyt. Sensitivity 300x | - | 7* | - | - | 7* | - | - | 7* | - |
| Skin Fragments (1-4) | - | 2 | - | - | 1 | - | - | 1 | - |
| Fibrous Particulate (1-4) | - | 1 | - | - | 1 | - | - | 1 | - |
| Background (1-5) | - | 2 | - | - | 1 | - | - | 2 | - |

Bipolaris++ = Bipolaris/Drechslera/Exserohilum
Myxomycetes++ = Myxomycetes/Periconia/Smut

Lee Plumley, Laboratory Manager
or other approved signatory

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

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Samples analyzed by EMSL Analytical, Inc. Charlotte, NC AIHA-LAP, LLC - EMLAP 192283

Initial report from: 09/07/2016 13:26:25

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376 Crompton Street Charlotte, NC 28273
Tel/Fax: (704) 525-2205 / (704) 525-2382
http://www.EMSL.com / charlottelab@emsl.com

EMSL Order: 411606975
Customer ID: EMER51
Customer PO:
Project ID:

Attn: Ronny Lowder
Emerald, Inc.
2520 Tahoe Drive
PO Box 3050
Sumter, SC 29151
Project: ETV Building

Phone: (803) 469-5454
Fax: (803) 775-1970
Collected: 09/01/2016
Received: 09/07/2016
Analyzed: 09/07/2016

Test Report: Air-O-Cell™ Analysis of Fungal Spores & Particulates by Optical Microscopy (Methods EMSL 05-TP-003, ASTM D7391)

| Lab Sample Number: | 411606975-0004 | | | 411606975-0005 | | | 411606975-0006 | | |
|---------------------------|---------------------------|----------------------|------------|----------------|----------------------|------------|----------------|----------------------|------------|
| Client Sample ID: | ETV-4 | | | ETV-5 | | | ETV-6 | | |
| Volume (L): | 150 | | | 150 | | | 150 | | |
| Sample Location | Radio/ Audio Control Room | | | Restroom | | | TV Studio | | |
| Spore Types | Raw Count | Count/m ³ | % of Total | Raw Count | Count/m ³ | % of Total | Raw Count | Count/m ³ | % of Total |
| Alternaria | - | - | - | 1* | 7* | 1.9 | - | - | - |
| Ascospores | - | - | - | - | - | - | - | - | - |
| Aspergillus/Penicillium | - | - | - | - | - | - | 1170 | 24700 | 99.5 |
| Basidiospores | 5 | 100 | 29.4 | 1 | 20 | 5.3 | - | - | - |
| Bipolaris++ | 1 | 20 | 5.9 | - | - | - | - | - | - |
| Chaetomium | - | - | - | - | - | - | - | - | - |
| Cladosporium | 8 | 200 | 58.8 | 6 | 100 | 26.5 | 5 | 100 | 0.4 |
| Curvularia | 1 | 20 | 5.9 | 10 | 210 | 55.7 | 1 | 20 | 0.1 |
| Epicoccum | - | - | - | - | - | - | - | - | - |
| Fusarium | - | - | - | - | - | - | - | - | - |
| Ganoderma | - | - | - | - | - | - | - | - | - |
| Myxomycetes++ | - | - | - | - | - | - | - | - | - |
| Pithomyces | - | - | - | 1 | 20 | 5.3 | - | - | - |
| Rust | - | - | - | 1 | 20 | 5.3 | - | - | - |
| Scopulariopsis | - | - | - | - | - | - | - | - | - |
| Stachybotrys | - | - | - | - | - | - | - | - | - |
| Torula | - | - | - | - | - | - | - | - | - |
| Ulocladium | - | - | - | - | - | - | - | - | - |
| Unidentifiable Spores | - | - | - | - | - | - | - | - | - |
| Cercospora | - | - | - | - | - | - | - | - | - |
| Nigrospora | - | - | - | - | - | - | - | - | - |
| Paecilomyces | - | - | - | - | - | - | - | - | - |
| Pyricularia | - | - | - | - | - | - | - | - | - |
| Total Fungi | 15 | 340 | 100 | 20 | 377 | 100 | 1176 | 24820 | 100 |
| Hyphal Fragment | - | - | - | - | - | - | 1 | 20 | - |
| Insect Fragment | - | - | - | - | - | - | - | - | - |
| Pollen | 1* | 7* | - | - | - | - | - | - | - |
| Analyt. Sensitivity 600x | - | 21 | - | - | 21 | - | - | 21 | - |
| Analyt. Sensitivity 300x | - | 7* | - | - | 7* | - | - | 7* | - |
| Skin Fragments (1-4) | - | 1 | - | - | 2 | - | - | 1 | - |
| Fibrous Particulate (1-4) | - | 1 | - | - | 1 | - | - | 1 | - |
| Background (1-5) | - | 1 | - | - | 2 | - | - | 1 | - |

Bipolaris++ = Bipolaris/Drechslera/Exserohilum
Myxomycetes++ = Myxomycetes/Periconia/Smut

Lee Plumley, Laboratory Manager
or other approved signatory

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

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. 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. Interpretation and use of test results are the responsibility of the client. Samples received in good condition unless otherwise noted.

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Initial report from: 09/07/2016 13:26:25

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Attn: Ronny Lowder
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2520 Tahoe Drive
PO Box 3050
Sumter, SC 29151
Project: ETV Building

Phone: (803) 469-5454
Fax: (803) 775-1970
Collected: 09/01/2016
Received: 09/07/2016
Analyzed: 09/07/2016

Test Report: Air-O-Cell™ Analysis of Fungal Spores & Particulates by Optical Microscopy (Methods EMSL 05-TP-003, ASTM D7391)

| Lab Sample Number: | 411606975-0007 | | | 411606975-0008 | | | 411606975-0009 | | |
|---------------------------|----------------|--------------------|------------|-----------------|------------|------------|----------------|------------|------------|
| Client Sample ID: | ETV-7 | | | ETV-8 | | | ETV-9 | | |
| Volume (L): | 150 | | | 150 | | | 150 | | |
| Sample Location | Hallway | | | TV Control Room | | | Prop Storage | | |
| Spore Types | Raw Count | Count/m³ | % of Total | Raw Count | Count/m³ | % of Total | Raw Count | Count/m³ | % of Total |
| Alternaria | - | - | - | - | - | - | - | - | - |
| Ascospores | - | - | - | 1 | 20 | 7.5 | - | - | - |
| Aspergillus/Penicillium | - | - | - | 6 | 100 | 37.5 | 7 | 100 | 21.2 |
| Basidiospores | - | - | - | 2 | 40 | 15 | 3 | 60 | 12.7 |
| Bipolaris++ | - | - | - | - | - | - | 1* | 7* | 1.5 |
| Chaetomium | - | - | - | - | - | - | - | - | - |
| Cladosporium | - | - | - | 5 | 100 | 37.5 | 13 | 270 | 57.3 |
| Curvularia | - | - | - | 1* | 7* | 2.6 | 3* | 20* | 4.2 |
| Epicoccum | - | - | - | - | - | - | - | - | - |
| Fusarium | - | - | - | - | - | - | 1* | 7* | 1.5 |
| Ganoderma | - | - | - | - | - | - | - | - | - |
| Myxomycetes++ | - | - | - | - | - | - | 1* | 7* | 1.5 |
| Pithomyces | - | - | - | - | - | - | - | - | - |
| Rust | - | - | - | - | - | - | - | - | - |
| Scopulariopsis | - | - | - | - | - | - | - | - | - |
| Stachybotrys | - | - | - | - | - | - | - | - | - |
| Torula | - | - | - | - | - | - | - | - | - |
| Ulocladium | - | - | - | - | - | - | - | - | - |
| Unidentifiable Spores | - | - | - | - | - | - | - | - | - |
| Cercospora | - | - | - | - | - | - | - | - | - |
| Nigrospora | - | - | - | - | - | - | - | - | - |
| Paecilomyces | - | - | - | - | - | - | - | - | - |
| Pyricularia | - | - | - | - | - | - | - | - | - |
| Total Fungi | - | None Detect | - | 15 | 267 | 100 | 29 | 471 | 100 |
| Hyphal Fragment | - | - | - | 1* | 7* | - | 2* | 10* | - |
| Insect Fragment | - | - | - | - | - | - | - | - | - |
| Pollen | - | - | - | - | - | - | - | - | - |
| Analyt. Sensitivity 600x | - | 21 | - | - | 21 | - | - | 21 | - |
| Analyt. Sensitivity 300x | - | 7* | - | - | 7* | - | - | 7* | - |
| Skin Fragments (1-4) | - | 1 | - | - | 1 | - | - | 1 | - |
| Fibrous Particulate (1-4) | - | - | - | - | 1 | - | - | 1 | - |
| Background (1-5) | - | 1 | - | - | 1 | - | - | 1 | - |

Bipolaris++ = Bipolaris/Drechslera/Exserohilum
Myxomycetes++ = Myxomycetes/Periconia/Smut

Lee Plumley, Laboratory Manager
or other approved signatory

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

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Phone: (803) 469-5454
Fax: (803) 775-1970
Collected: 09/01/2016
Received: 09/07/2016
Analyzed: 09/07/2016

Test Report: Air-O-Cell™ Analysis of Fungal Spores & Particulates by Optical Microscopy (Methods EMSL 05-TP-003, ASTM D7391)

| Spore Types | Raw Count | Count/m³ | % of Total |
|---------------------------|----------------|-------------|------------|
| Lab Sample Number: | 411606975-0010 | | |
| Client Sample ID: | ETV-10 | | |
| Volume (L): | 75 | | |
| Sample Location | Outside | | |
| Alternaria | 6 | 300 | 4.7 |
| Ascospores | 9 | 400 | 6.3 |
| Aspergillus/Penicillium | - | - | - |
| Basidiospores | 29 | 1200 | 19 |
| Bipolaris++ | - | - | - |
| Chaetomium | - | - | - |
| Cladosporium | 61 | 2600 | 41.1 |
| Curvularia | 1 | 40 | 0.6 |
| Epicoccum | - | - | - |
| Fusarium | 2 | 80 | 1.3 |
| Ganoderma | - | - | - |
| Myxomycetes++ | 1* | 10* | 0.2 |
| Pithomyces | 1* | 10* | 0.2 |
| Rust | - | - | - |
| Scopulariopsis | - | - | - |
| Stachybotrys | - | - | - |
| Torula | - | - | - |
| Ulocladium | - | - | - |
| Unidentifiable Spores | - | - | - |
| Cercospora | 5 | 200 | 3.2 |
| Nigrospora | 1 | 40 | 0.6 |
| Paecilomyces | 34 | 1400 | 22.2 |
| Pyricularia | 1 | 40 | 0.6 |
| Total Fungi | 151 | 6320 | 100 |
| Hyphal Fragment | 2 | 80 | - |
| Insect Fragment | - | - | - |
| Pollen | 2* | 30* | - |
| Analyt. Sensitivity 600x | - | 42 | - |
| Analyt. Sensitivity 300x | - | 13* | - |
| Skin Fragments (1-4) | - | 1 | - |
| Fibrous Particulate (1-4) | - | 1 | - |
| Background (1-5) | - | 1 | - |

Bipolaris++ = Bipolaris/Drechslera/Exserohilum
Myxomycetes++ = Myxomycetes/Periconia/Smut

Lee Plumley, Laboratory Manager
or other approved signatory

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Microbiology Chain of Custody

EMSL Order Number (Lab Use Only):

411606975

PHONE:
FAX:

| | | | |
|---|---------------------------|---|------------------------|
| Company: Emerald, Inc | | EMSL-Bill to: <input type="checkbox"/> Different <input type="checkbox"/> Same <small>If Bill to is Different note instructions in Comments**</small> | |
| Street: PO Box 3050 | | <i>Third Party Billing requires written authorization from third party</i> | |
| City: Sumter | State/Province: SC | Zip/Postal Code: 29151 | Country: US |
| Report To (Name): Ronny Lowder | | Telephone #: 803-469-5454 | |
| Email Address: rlowder@emeraldinc-us.com | | Fax #: 803-469-5465 | Purchase Order: |
| Project Name/Number: ETV Building | | Please Provide Results: <input type="checkbox"/> FAX <input type="checkbox"/> E-mail <input type="checkbox"/> Mail | |
| U.S. State Samples Taken: South Carolina | | Connecticut Samples: <input type="checkbox"/> Commercial <input type="checkbox"/> Residential | |

Turnaround Time (TAT) Options* - Please Check

3 Hour 6 Hour 24 Hour 48 Hour 72 Hour 96 Hour 1 Week 2 Week

*Analysis completed in accordance with EMSL's Terms and Conditions located in the Analytical Price Guide. TATs are subject to methodology requirements

Non Culturable Air Samples (Spore Traps) – Test Codes

- | | | | | |
|-------------------|-------------------|--------------------|---------------------|-------------------|
| • M001 Air-O-Cell | • M173 Allegro M2 | • M004 Allergenco | • M032 Allergenco-D | • M172 Versa Trap |
| • M049 BioSIS | • M003 Burkard | • M043 Cyclex | • M002 Cyclex-d | |
| • M030 Micro 5 | • M174 MoldSnap | • M176 Relle Smart | • M130 Via-Cell | |

Other Microbiology Test Codes

- | | | |
|--|---|--|
| • M041 Fungal Direct Examination | • M014 Endotoxin Analysis | • M029 Enterococci |
| • M005 Viable Fungi ID and Count | • M015 Heterotrophic Plate Count | • M019 Fecal Coliform |
| • M006 Viable Fungi ID and Count (Speciation) | • M180 Real Time Q-PCR-ERMI 36 Panel | • M133 MRSA Analysis |
| • M007 Culturable Fungi | • M018 Total Coliform (Membrane Filtration) | • M028 <i>Cryptococcus neoformans</i> Detection |
| • M008 Culturable Fungi (Speciation) | • M020 Fecal <i>Streptococcus</i> (Membrane Filtration) | • M120 <i>Histoplasma capsulatum</i> Detection |
| • M009 Gram Stain Culturable Bacteria | • M210-215 <i>Legionella</i> Detection | • M033-39 Allergen Testing |
| • M010 Bacterial Count and ID – 3 Most Prominent | • M026 Recreational Water Screen | • M044 Group Allergen (Cat, Dog, Cockroach, Dustmites) |
| • M011 Bacterial Count and ID – 5 Most Prominent | • M027 Mycotoxin Analysis | • Other See Analytical Price Guide |
| • M013 Sewage Contamination in Buildings | | |

Preservation Method (Water):

Name of Sampler:

Signature of Sampler:

| Sample # | Sample Location | Sample Type | Test Code | Volume/Area | Date/Time Collected |
|-------------|--------------------------|-------------|-----------|-------------|---------------------|
| Example: A1 | Kitchen | Air | M001 | 75L | 1/1/12 4:00 PM |
| ETV-1 | LOBBY AREA | AIR-O-CELL | M041 | 150L | 9/1/16 |
| ETV-2 | HALLWAY | AIR-O-CELL | M041 | 150L | 9/1/16 |
| ETV-3 | AUDIO BOOTH | AIR-O-CELL | M041 | 150L | 9/1/16 |
| ETV-4 | RADIO/AUDIO CONTROL ROOM | AIR-O-CELL | M041 | 150L | 9/1/16 |
| ETV-5 | REST ROOM | AIR-O-CELL | M041 | 150L | 9/1/16 |
| ETV-6 | TV STUDIO | AIR-O-CELL | M041 | 150L | 9/1/16 |
| ETV-7 | HALLWAY | AIR-O-CELL | M041 | 150L | 9/1/16 |
| ETV-8 | TV CONTROL ROOM | AIR-O-CELL | M041 | 150L | 9/1/16 |
| ETV-9 | PROP STORAGE | AIR-O-CELL | M041 | 150L | 9/1/16 |

Client Sample # (s): ETV-1-ETV-10 **Total # of Samples:** 10

Relinquished (Client): JAMIE BATEMAN **Date:** 9/2/16 **Time:** 1200

Received (Client): *JH* **Date:** 9-6-16 **Time:** 10:30

Comments: *① EFX 795123518958*

APPENDIX D
MOLD SPORE LEVEL GUIDE©

Call The *MOLDMAN!*

Mold Species & Spore Levels

Home

Mold Species & Spore Levels

Mold Information

Radon Information

Florida Legislation

Rates & Services

The Most Relevant Mold Species

Penicillium/Aspergillus - The most common mold species to show up in Indoor Air Samples. Most of the hundreds of sub-species are allergenic with only a few that are toxic. This group of species will grow with only the humidity in the air as its water source. An A/C failure will allow this mold to start growing on walls, furniture and clothing.

Cladosporium - The most common mold species and is considered to be an allergenic.

Curvularia - This is another common allergenic mold.

Chaetomium - This is a common water marker that usually indicates wet paper and/or drywall.

Stachybotrys - An excellent water marker and the most common toxic mold species. Stachybotrys Chartarum is the sub-species that's the subject of all the "60 Minutes" type news programs and all of the internet hype. Not all sub-species are toxic. These species need a direct water source to grow. This includes a window, roof or plumbing leak.

Memmoniella - A sister mold to Stachybotrys. The two species will grow together. It is also considered toxic.

Mold Spore Level Guide ©

For years there have been debates over how to set a standard for mold spore levels in homes. Because mold spore species and levels differ from state to state, no one has been able to agree. So a comparison to an outdoor air sample has been the rule of thumb. This is because you are letting mold spores into a home every time you open a door or window. It is not a perfect method and can lead to false positives. The following mold spore ranges are my opinion and are based on thousands of samples performed by me in the Collier, Lee & Charlotte county area during a Mold Inspection. For this guide use the spore/m3 number and not the raw count for each species when you interpret an Air Sample Report from a Lab. There are exceptions at every level. False positives can be caused by a number of different issues. Normal life examples are dust and dirt on fan blades or other surfaces of the home, something in a garbage can or household pets that have been playing outside. When a general home or termite inspection is performed at the same time as the mold inspection it can inadvertently raise the spore counts. This can happen if an interior attic access is opened or the A/C filter is removed from the return before the air sample is performed.

0-50 spores - These are only trace levels and are not an issue. Even Stachybotrys is not considered an issue at these levels if the sample does not also contain water markers like Chaetomium and Fusarium or high levels of Penicillium/Aspergillus.

50-200 spores - These are still very low levels. The toxic mold species Stachybotrys and Memmoniella are just about the only species that are considered an issue at this level.

200-500 spores - Up to this point, the most common species (Penicillium/Aspergillus, Cladosporium and Curvularia) are still not an issue and are in the normal range.

500-1500 spores - Sometimes the Penicillium/Aspergillus & Cladosporium levels are in this range and there is not an issue that needs to be remediated. If no water intrusion or mold issue is found during the inspection, these levels can be caused by normal life in an enclosed environment.

1500-3000 spores - This is where the grey area begins. When levels reach this point there may be an issue that needs to be addressed unless there is a corresponding number in the outdoor sample. If no water intrusion or mold issue is found during the inspection these levels can be achieved by a dusty home or A/C system.

3000-10,000 spores - Unless there is a corresponding number in the outdoor sample, this is the point where some remediation may be necessary. If a mold spore source has been identified, then clean up of that area is needed. If there was no water intrusion or mold issue found, the home may need to be cleaned and the duct system should be evaluated.

10,000-25,000 spores - Unless there is a corresponding number in the outdoor sample, a mold spore source has usually been identified and remediation of the area is needed. If there was no water intrusion or mold issue found, the duct system may need to be cleaned and/or a general "Spring Cleaning" of the home.

25,000-75,000+ spores - When spore levels are at this point, a mold issue will be easy to identify. Clean up will be required and should be performed by a Professional Mold Remediator.

75,000-1,000,000+ spores - When spore levels are at this point a mold issue will be evident. Remediation will be required and needs to be performed by a Professional Mold Remediator.

Contact me if you would like to receive this guide in a pdf file.

Air Analysis, Inc. PO Box 250 Naples, FL 34106-0250 (239) 571-8538 jeff@moldman.net