

Request for Proposal #2015-03



Mold Remediation

For

Washington County, Arkansas

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1. INTRODUCTION

1.1 INTRODUCTION

This is a Request for Proposal (RFP). The format of this document must be followed throughout.

AFFIRMATIVE ACTION AND EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES

Contractor, subcontractor and/or seller agrees that the performance of any work or sale pursuant to this bid is and shall in all respects be in strict compliance with all local, state and federal laws as well as such rules, regulations, ordinances, proclamations, demands, directive, executive orders or other requirements issued pursuant thereto by the municipal, state and federal governments and all subdivisions thereof which now govern or may thereafter govern the manufacture, sale or delivery of the Goods contemplated by this bid including but not limited to the provisions of (i) Sections 6, 7 and 12 of the Fair Labor Standards Act, as amended, and the regulations and executive orders issued thereunder, (ii) the Equal Employment Opportunity clause in Section 202 of Executive Order 11246, as amended, and the implementing rules and regulations (41 CFR, Part 60) and executive orders issued thereunder, (iii) the Affirmative Action Clauses and regulations of Section 503 of the Rehabilitation Act of 1973, as amended, and Section 402 of the Vietnam Era Veterans Readjustment Act of 1974, as amended, and executive orders issued thereunder, and (iv) all laws, interim and permanent standards, rules, regulations and executive orders of the Occupations Safety and Health Act and all state and federal laws and regulations relating to safety and health standards. Seller agrees upon request to furnish Buyer with a certificate of compliance relating to any such laws in such form as Buyer may require. Seller agrees to indemnify and hold harmless from any liability arising from any failure of the Goods purchased under this bid from complying with such laws and regulations.

1.2 GENERAL INFORMATION

Where the term a County is used in the Request for Proposal, (RFP), it shall refer to Washington County, Arkansas. The laws of Arkansas shall apply and control any contract that is awarded.

1.3 PURPOSE AND SCOPE OF THE PROJECT

Washington county is seeking mold remediation services for the historic Washington county courthouse this shall include any demolition necessary and reinstallation of demolished items. Attached hereto is a mold assessment and recommended action for two county buildings – services are needed only for the courthouse. This assessment is incorporated by reference as if set out word for word in the RFP, because of the historic nature of the court house the county retains the right to control how demolition occurs.

2. INSTRUCTIONS TO VENDORS

The County will attempt to use the following time schedule that will result in selection of a proposer(s).

November 6, 2015 2:00 PM

November 9, 2015 2:00 PM

November 9, 2015 4:00 PM

Last day for written questions

RFP's due in Purchasing Office

RFP's opening

2.1 INTERPRETATION TO VENDOR

A prospective vendor, who is in doubt as to the meaning of any part of the Request for Proposal or any addenda thereto, may submit to the County Purchasing Office a **written request for interpretation**. Such requests must be received no later than November 6, 2015 and should be addressed or emailed to:

**Alisha Willett, Purchasing Office
280 North College Ave, Suite 533
Fayetteville, AR 72701
purchasing@co.washington.ar.us**

Any such interpretation will be made by written addenda. Washington County will not be responsible for any explanation or interpretation of proposed documents other than by such written addenda. Any addenda will be acknowledged in the proposal and will become a part of the Request for Proposal. Failure to acknowledge in the proposal all addenda issued may constitute grounds for rejection of that proposal.

2.2 PROPOSALS

The vendor's response to Washington County's Request for Proposal should include one set of copy ready originals and five (5) copies.

All proposals should be irrevocable for sixty (60) days after the time for proposal opening.

2.3 SIGNATURE ON PROPOSALS

Each proposal must be signed in ink and include the full business address of the vendor. Proposals signed by partnerships must be signed in the partnership name by one or more of the general partners. Proposals by a corporation must be signed by an officer of the corporation or other person authorized to bind the corporation to the proposal. The names and titles of all persons signing shall be typed or printed below their signatures.

2.4 PROPOSAL - SUBMITTAL AND OPENING:

All proposals shall be sealed in opaque envelopes or packages that are clearly marked with the name of the company, address of the company, and Proposal Number 2015-02 and addressed to:

Alisha Willett, Purchasing Office
280 North College Ave, Suite 533
Fayetteville, AR 72701

All proposals, whether mailed or hand delivered, must be received by the County at the above address no later than 2:00 PM, Monday, November 09, 2015. This shall be the official proposal closing date and time.

Method of delivery is at the sole discretion and risk of the vendor. Vendors mailing their proposals should allow sufficient time to insure receipt of their proposals by the time specified.

The vendor's response should include ONE (1) SET OF COPY READY ORIGINAL DOCUMENTS PLUS FOUR (4) COPIES.

Proposals will be opened at 4:00 p.m. Monday, November 09, 2015 at 280 North. College Ave, Suite 530, Fayetteville, Arkansas, 72701.

2.5 ERRORS IN PROPOSAL

Each vendor must carefully examine his proposal prior to submission. Failure to do so is at the vendor's risk. He is responsible for any errors therein. Claim of oversight is not a basis for allowing withdrawal of a proposal after opening. There shall be no erasures in any proposal. Any changes must be made by striking the portion to be changed with the change noted above the deleted portion, followed by the vendor's initials and date.

2.6 WITHDRAWAL OF PROPOSAL

Proposals may be withdrawn any time prior to the time for the opening of proposals.

2.7 VENDOR CONTACTS AND PROPOSAL COSTS

The vendor shall supply Washington County with the name, address, and phone number of individual(s) to whom questions and inquiries regarding the proposal are to be directed.

2.7.1 Washington County is not liable for any cost incurred by vendor in the preparation of proposal. 01

2.8 RESPONSE MATERIAL OWNERSHIP

All material submitted in response to this Request for Proposal becomes property of Washington County.

2.9 EVALUATION OF PROPOSAL

Washington County will evaluate each proposal to determine which is the lowest responsible proposal taking into consideration all relevant facts including, without limitation, quality, time of performance, probability of performance, and location.

Washington County reserves the right to reproduce, all or part of any proposal received from vendors.

PROPOSALS WILL BE EVALUATED ACCORDING TO THE FOLLOWING CRITERIA:

2.9.1 Overall completeness, clarity and quality of the proposal with regard to the information required by the RFP, as well as compliance with the terms, conditions and other provisions within the RFP.

2.9.2 Overall ability of the vendor's proposal to completely satisfy Washington County's requirements and capabilities as set forth in the Request for Proposal.

2.9.3 All pricing information submitted in response to this RFP.

2.9.4 Vendor's previous background and experience relevant to the scope of this RFP.

2.10 ACCEPTANCE OR REJECTION OF PROPOSAL

Washington County reserves the right to waive informalities and to accept or reject any proposal submitted.

Each vendor must comply with the requirements contained in the Request for Proposal. Deviation from the requirements may result in rejection of a proposal.

Non-acceptance of any proposal will not imply any criticism of the proposal or convey an indication that the proposed equipment was deficient.

2.11 NEGOTIATION OF PROPOSAL

The vendor is advised that under the terms of this RFP, Washington County reserves the right to conduct negotiations with the vendor that presents the one proposal determined lowest and most responsible by Washington County after initial review of the responses received to this RFP. If such negotiations are conducted, the following conditions shall apply.

2.11.1 Only the terms, conditions, and offers in the vendor's original proposal shall be subject to negotiations. The requirements of the RFP shall remain the same.

2.11.2 If Washington County is unable to negotiate to an acceptable conclusion, Washington

County reserves the right to negotiate with the vendor determined by Washington County to have presented the second lowest and responsible proposal.

- 2.11.3 If multiple proposals are determined to be too close to justify negotiations with only one vendor, concurrent negotiations with more than one vendor may be held at Washington County's discretion. Vendors are cautioned that Washington County is under no obligation whatsoever to conduct negotiations with **any** or all vendors, and reserves the right to award a contract based upon the most responsible proposal received without modifications or clarifications.

2.12 CONTRACT REQUIREMENTS

Washington County reserves the right to award a contract in whole or in part on any proposal. Contracts will be awarded to those vendors whose proposals are determined to be the most advantageous to Washington County. Award of contract may be made without discussion after proposals are received. The contents of the proposal of the successful vendor will become contractual obligations in any ensuing contract.

No contract or agreement may contain an indemnification clause; if such a clause is present in any contract or agreement, such shall be deemed stricken and null and void.

Likewise, no contract or agreement may contain an arbitration clause; if such clause is present in any contract or agreement such shall be deemed stricken and null and void.

All contracts or agreements shall be governed by the State of Arkansas and venue shall lie in Washington County, Arkansas. Any provisions to the contrary shall be deemed stricken and null and void.

2.13 EXECUTIVE PRESENTATION

Vendor presentation to Washington County is by invitation only. In the event a presentation is deemed necessary by Washington County, the vendors will be contacted to arrange a specific time to present their proposal. This shall be the only time vendors will present their proposal to Washington County; all other contact must be through the previously designated Washington County personnel. All costs associated with such a visit will be the responsibility of the vendor.

3. GENERAL CONDITIONS

3.1 BASIS FOR PROPOSAL

By submitting a proposal to Washington County, each vendor warrants to Washington County that he has familiarized himself with, and has assumed full responsibility for becoming familiar with the nature and extent of the Request for Proposal, work, locality, and with all local conditions, federal, state and local laws, ordinance, rules and regulations that may in any manner affect vendor's performance and represents that he has correlated his study and observations with the requirements of the Request for Proposal. Washington County will assume no responsibility for any understanding or representations concerning conditions made by any of its employees or agents prior to the execution of the contract, unless included in the Request for Proposal, the specifications, by addendum, or related documents.

3.2 TAXES

Washington County is not exempt from state and local taxes.

INSURANCE REQUIREMENTS

After proposals are opened, the successful contractor must provide proof of insurance within five (5) business days from the date of request by the County. Insurance must provide sufficient liability protection for all claims, whether direct or indirect, resulting from contractual operations.

The certificate must show the county as certificate holder and named as additional insured. Failure to submit an insurance certificate by the time provided will be cause for proposal disqualification. The following are recommended amounts for insurance coverage: (The County reserves the right to lower/raise these coverages if it is in the best interest of the County.)

Workmen's Compensation – Statutory limits.

General Liability

General Aggregate \$1,000,000

Each Occurrence \$1,000,000

The Contractor shall acquire and maintain for the duration of this contract, Owner's Protective Bodily Injury Liability, specifically for mold, as named insured in limits of One Million Dollars (\$1,000,000) each person, One Million Dollars (\$1,000,000) each accident, Owner's Protective Property Damage Liability in limits of Five Hundred Thousand Dollars (\$500,000.00) each accident, and One Million Dollars (\$1,000,000.00) aggregate, such to be issued in the name of the Owner. Insurance shall be true occurrence type with no sunset clause.

The Contractor shall provide insurance for transporting all hazardous materials off-site to appropriate landfill. No refuse shall be disposed of on any District property.

Only insurance companies admitted and licensed by the Arkansas State Insurance Commissioner or approved surplus line insurers registered with the Arkansas State Insurance Commissioner shall write policies, excepting that a comprehensive general liability policy provide by a risk retention group registered with the Arkansas State Insurance Commissioner shall be acceptable, providing that all the other conditions in the contract document are met.

CONTRACTOR QUALIFICATIONS

Certification:

Contractor shall demonstrate certification in mold remediation through The American Indoor Air Quality Council (AIAQ), Indoor Air Quality Association (IAQA), the Association of Energy Engineers (AEE), American Council for Accredited Association (ACAC) or other nationally recognized certifying body.

Experience:

Contractor shall demonstrate by project summary at least three successfully completed mold remediation projects for public buildings within the past 10years. Include names and telephone numbers of facility owner/manager.

4. STANDARD TERMS AND CONDITIONS

Listed below are Washington County's Standard Purchase Order Terms and Conditions which will be included as part of any contract as a result of this Request for Proposal. Any conditions

duplicating or contrary to the terms stated in this section shall supersede and take precedence over said terms.

4.1 ACCEPTANCE

Acceptance of this Purchase Order, whether by written acknowledgment or by performance by Vendor, shall be upon the terms and conditions hereof; no other terms or conditions shall be binding on the Buyer unless written approval thereof specifically referring to such other terms and conditions shall have been given to Vendor.

4.2 CANCELLATION

Buyer reserves the right to cancel all or any part of the undelivered portion of this Purchase Order if Vendor does not make deliveries specified, time being of the essence of this contract, or if Vendor breaches any of the terms hereof, including without limitation, the warranties of Vendor. Partial shipments must be identified as such on shipping memoranda and invoices.

4.3 DECLINE IN PRICES

Buyer shall be protected in the event of declining prices on the undelivered portion of this Purchase Order. If prices decline for items ordered, Vendor may elect to meet price reductions of other vendors or its own lower prices to other purchasers, but if Vendor should refuse to do so, Buyer shall have the right to cancel any or all of the balance due on this Purchase Order without cost to Buyer.

4.4 FORCE MAJEURE

Vendor shall not be liable for any delay or failure to deliver any or all of the goods covered by this Purchase Order in the event of delay or failure caused by governmental regulations, labor disputes, strikes, war, riots, insurrection, civil commotion, mobilization, explosion, fire, flood, accident, storm, or any act of God, failure of crops or supplies, delays of common carriers, embargoes, or other causes beyond Buyer's control if they render it impracticable for Buyer to receive or use the goods on a timely basis. Where only a part of Vendor's capacity to perform is excused under this paragraph, Vendor must allocate production and deliveries among the various customers then under contract for similar goods during the period. The allocation must be made in a fair and equitable manner. Where either Vendor or Buyer claims an excuse for nonperformance under this paragraph, it must give notice in writing to the other party. Vendor shall not be obligated to sell, nor Buyer obligated to purchase, at a later date, that portion of the goods that Vendor is unable to deliver or Buyer is unable to receive or use because of any of the aforementioned causes. No goods are to be tendered by Vendor after the expiration of the terms specified in this Purchase Order without consent of Buyer.

4.5 ASSIGNMENT

Neither party shall assign or transfer this Purchase Order without the written consent of the other.

4.6 INDEMNITY

Vendor warrants that goods furnished under this Purchase Order do not infringe any patent, trademark, or trade name, or copyright and agrees to indemnify and save harmless Buyer or its vendees from any and all claims, suits, liabilities, damages, losses, or expenses incurred by Buyer or its vendees by reason of any alleged infringement of any such rights.

Vendor shall indemnify and hold harmless Washington County and its agents and employees from and against all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from the performance of the Work, caused in whole or in part by any act or omission of Vendor, any Subcontractor, anyone directly or indirectly employed by any of them or

anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

In any and all claims against Washington County or any of its agents or employees by any employee of Vendor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Vendor or any Subcontractor under Worker's Compensation Acts, disability benefit acts, or other employee benefit acts.

4.7 COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS

By acceptance hereof, Vendor warrants:

(c) that Vendor will comply with all applicable laws, rules, and regulations of federal, state, and local governments and agencies, thereof, including Executive Orders 11246, 11701, and Section 503 of Public Law 93-112 (The Rehabilitation Act of 1973), which are hereby incorporated by reference, unless this Purchase Order is exempt pursuant to said Executive Orders, or Act, and the regulations issued thereunder.

4.8 INSOLVENCY

If Vendor shall become insolvent, file a petition in bankruptcy, or shall make an assignment for the benefit of creditors, or if a receiver or trustee shall be appointed of or for any of Vendor's property or business, the Purchase Order may be canceled at Buyer's option without liability.

4.9 TAXES

Vendor agrees to cooperate with Buyer in opposing the imposition of any tax on any article covered by this Purchase Order, the legality of which is questioned by Buyer, and in securing any abatement or any refund thereof sought by Buyer.

4.10 PURCHASE ORDER

This Purchase Order shall be governed by the laws of the State of Arkansas.

5. PROPOSAL ORGANIZATION

Each vendor's proposal should include a copy ready original along with five (5) copies marked as follows: RFP #2015-03 MOLD REMEDIATION

Provide straight forward and concise explanations, and capabilities, placing emphasis on the completeness and clarity of content. Respond to all questions and requested information within this Request for Proposal. Your response should refer to the actual question or request (use the location identifiers present in the Request for Proposal). These acknowledgments should be included on the Response Sheet. Proposals must be valid for no less than sixty (60) days following the proposal opening. There is no intent to limit the content of any proposal, therefore, any additional information deemed necessary to present a better understanding of the proposal will be accepted.

6. PROPOSAL RESPONSE REQUIREMENTS

6.1 PRICE SCHEDULE

Vendor must submit an itemized pricing schedule for each proposal.

6.1.1 Cost of optional features, if any, available to Washington County or necessary to meet Washington County's requirements.

6.2 TIME SCHEDULE

6.2.1 RFP's posted on County website and legal notice published, October 18, 2015

6.2.2 RFP's due at 2:00 PM, Monday, November 9, 2015

6.2.3 RFP's opened at 4:00 PM, Monday, November 9, 2015

7. VENDOR AUTHORIZATION

TO:

WASHINGTON COUNTY, ARKANSAS

The vendor's name, signature and title of an authorized agent of the vendor duly empowered to enter into and make binding agreements on vendor's behalf are executed below.

Firm Name: _____

Firm Address: _____

Telephone #: _____

Signature: _____ Date: _____

Name: _____ Title: _____
(Print authorized name agent or sales representative)

Signature: _____ Date: _____

Name: _____ Title: _____
(Print authorized name agent or sales representative)

ATOKA, Inc.

*Professional Environmental Consulting
Services*

August 25, 2015

Washington County
885 Clydesdale
Fayetteville, AR 72701

RE: Limited mold assessment for Washington County Court House, 4 South College Ave. and Juvenile Detention Center, 885 Clydesdale, Fayetteville, AR. ATOKA, Inc., reference # 15-249.

Dear Mr. Wood,

On August 17, 2015, Mr. Cliff McBryde, PIH (Professional Industrial Hygienist), IAQC CMC (Indoor Air Quality Council Certified Microbial Consultant) of our Little Rock office performed a visual assessment, sampling for airborne mold and checking for presence of moisture at the referenced structure(s). The assessment was performed to determine if mold was present, what type of mold was present, extent of water damage if present, and most likely source of moisture. Additionally, Mr. McBryde collected moisture readings in the affected areas. Samples were submitted to EMLab P&K Environmental Microbiology Laboratory for microbiological (fungi) identification and quantification.

Per your request, ATOKA, Inc. performed a limited mold assessment in designated areas of concern at the above referenced buildings. ATOKA, Inc., visually inspected the interior areas of concern to identify where there was visible evidence of suspected mold growth or areas where there was an indication of moisture accumulation or intrusion. The assessment included a visual assessment and collection of ambient environmental air samples and mold analysis. The assessment included rooms below grade along the west side of the structure (office, rest rooms, hallway), attic above room 303A and rooms 206 & 303A in the Court House and the Juvenile Detention facility Court Room Chamber.

It was ATOKA, Inc.'s understanding that musty/moldy odors, wet building components and suspected visible mold were reported in the areas of concern.

Based on the indoor air sampling results for the air samples collected in rooms 206 and 303A during the assessment the indoor airborne mold spore counts were not within acceptable levels and did indicate that mold growth or the disturbance of water damaged materials have adversely impacted the indoor air quality with respect to airborne mold spores in these areas of concern.

Based on the visual assessment there was evidence of water damage in the below grade rooms along the west side of the building. There was no obvious visible mold or strong mold odors but there was sufficient moisture in the plaster walls to sustain and promote mold growth.

Limited mold assessment for Washington County Court House, 4 South College Ave. and Juvenile Detention Center, 885 Clydesdale, Fayetteville, AR. ATOKA, Inc., reference # 15-249.

Based on the visual assessment, evidence of moisture and the presence of visible mold in rooms 206 & 303A, it was evident that environmental conditions in this area currently support and has sustained mold growth. The south wall in both rooms has been impacted by moisture and the ceiling in room 206 was stained indication water was present at some time. There was a slight mold odor in both rooms during the assessment. No surface samples of suspected visible mold were collected for identification during the assessment. The areas of suspicion were obviously surface mold due to high moisture content in the underlying plaster substrate.

Based on the visual assessment of the Juvenile Court Room there were no indications of mold, moisture or evidence of mold odors during the assessment.

ATOKA, Inc., recommends that the visible mold, water damaged and wet building components in these affected interior areas be properly remediated and all precautions taken to prevent the spread of airborne mold spores to other unaffected areas of the building during the remediation and restoration activities.

Moisture readings were collected with a Delmhorst penetrating moisture meter in the affected areas where water staining, visible mold or water damage was apparent or moisture was suspected.

Below grade plaster walls along west side of the building were found to be wet (above 15% moisture content)

Room 206 south plaster wall on both sides and above fire place were found to be wet (above 15% moisture content)

Room 303A south plaster wall on left side of window was found to be wet (above 15% moisture content)

Dew point temperature of 50 degrees or below are preferred in occupied indoor areas. Dew points were measured in the areas where air samples were collected and were found to be at or below 50 degrees Fahrenheit which is an indication of sufficient dehumidification in the areas and efficient air conditioning system equipment operation.

In addition to visual assessment, ATOKA, Inc., collected ambient indoor air samples.

Total (viable & non-viable) airborne mold spore counts and identification (to the Genera level) are recorded in the EMLab P&K Environmental Microbiology Laboratory report located in the appendix of this report. Molds identified and airborne mold concentrations are representative of ambient conditions existing in the area at the time of testing.

The HVAC air handling unit fans were in operation during the interior sampling events. The indoor samples were collected in randomly selected areas. All doors and windows to the exterior of the residential building were closed. Total airborne counts include viable and non-viable spores and are recorded as the total number of mold spores counted ($\#/m^3$) per cubic meter of air sampled.

Limited mold assessment for Washington County Court House, 4 South College Ave. and Juvenile Detention Center, 885 Clydesdale, Fayetteville, AR. ATOKA, Inc., reference # 15-249.

An ambient indoor air sample(21755185) was collected in room 303A and laboratory analysis found unacceptable total indoor airborne mold spore counts of 15,000 spores/m³ comprised predominantly of *Penicillium / Aspergillus* like molds. No *Stachybotrys* sp., (Black Mold) mold was found in the air sample.

An ambient indoor air sample(21755042) was collected in room 206 and laboratory analysis found unacceptable total indoor airborne mold spore counts of 11,000 spores/m³ comprised predominantly of *Penicillium / Aspergillus* like molds. No *Stachybotrys* sp., (Black Mold) mold was found in the air sample.

An ambient indoor air sample(21755180) was collected in the Juvenile facility court room and laboratory analysis found unacceptable total indoor airborne mold spore counts of 4,500 spores/m³ comprised predominantly of *Ascospores, Basidiospores and Cladosporium* which are outdoor molds not normally found indoors. Airborne *Cladosporium* molds can be found indoors where HVAC systems are impacted. *Penicillium / Aspergillus* counts were low and did not indicate a high likelihood of an indoor mold growth site. No *Stachybotrys* sp., (Black Mold) mold was found in the air sample.

Current consensus in the indoor air quality assessment community regarding indoor environmental quality with respect to airborne mold have found that total airborne mold spore levels of less than 1,200 spores/m³ and less than 750 spores/m³ of *Penicillium / Aspergillus* spores per cubic meter of air sampled tend to be representative of clean environments. Values in excess of 1,400 total spores /m³ and greater than 900 *Penicillium / Aspergillus* spores /m³ are typically indicative of indigenous contaminating sources. [Occupational & Environmental Hygiene 2005 2:8-18]. No *Stachybotrys* sp., mold spores should be present in the indoor air sample above what would be considered significant levels. See attached lab report.

Due to limited sample numbers, statistical representation between indoor airborne molds present would be considered to be significantly high if they were present by a factor of ten (10) in the indoor samples. [Bioaerosols: Assessment & Control, 1999. Quantitative Characteristics of Bioaerosols Data(14.2.2)] and if environmental conditions indicated the possible presence of mold reservoirs.

Typically, when a mold problem exists in a structure or work place the symptoms are chronic and can become severe and the structure or work area can become uninhabitable for occupants sensitive to the allergens present. People who are experiencing sinus, allergy and upper respiratory problems or who may have compromised immune systems, due to illness and lack of general physical well being are generally more sensitive to all airborne allergens that may include but are not limited to pollens, pet dander, house dust, dust mites, insect casings, rodent droppings and mold spores and cannot function in areas where high airborne allergen levels persist or where visible mold is apparent and has the potential for disturbance.

Molds found in the assessment, are known allergenic molds that can trigger allergic reactions in humans and with prolonged exposure lead to more serious human health affects. Certain species of these molds

Limited mold assessment for Washington County Court House, 4 South College Ave. and Juvenile Detention Center, 885 Clydesdale, Fayetteville, AR. ATOKA, Inc., reference # 15-249.

are also known to produce toxins that can produce adverse human health effects. Extended exposure to high airborne concentrations of the allergenic and possibly toxigenic molds identified during this assessment could cause acute human health problems related to the exposure to these airborne molds. Therefore, all precautions should be taken to minimize exposure to these airborne mold spores and prevent the spread of these airborne spores into unaffected areas of the structure. Based on the findings it is ATOKA, Inc.'s recommendation that the following actions be performed to mitigate moisture, mold and the potential for airborne mold spore exposure hazard in the building.

Before any remediation activities are performed, or in conjunction with the remediation activities, all water leaks, sources of moisture intrusion into the building that would impact the inside of the occupied areas and humidity should be addressed. Proper mold removal and cleaning can only be performed once all sources of water intrusion and/or elevated humidity inside of the structure are eliminated. If wet conditions exist and water damage, water stained and moldy materials are not removed and sources of moisture intrusion and humidity are not controlled it is impossible to permanently remove the mold and restore the structure to good condition because the mold will eventually return.

The primary source of moisture in rooms 206 & 303A appears to be water intrusion through the south wall originating at the rain gutter level on the wall. The primary source of moisture in rooms below grade along west side of the building appears to be due to sub-surface intrusion through the foundation wall.

The work area in the Juvenile court room facility should include the interior surfaces in the court room and HVAC air handling and air distribution system equipment.

Work areas should include rooms 206 & 303A in the court house and below grade rooms along the west side of the court house building. The HVAC air handling and air distribution duct equipment that supply these areas should be cleaned.

1. ATOKA, Inc. recommends that the mold remediation contractor selected to perform mold removal activities be a trained and certified mold abatement contractor. Contractor is responsible for conducting all abatement activities according to the Institute of Inspection, Cleaning and Restoration Certification (IICRC) IICRC Standard & Reference Guide for Professional Mold Remediation (S520).
2. Work areas where removal of building components is required. Contractor should install air tight 6 mil poly barriers and construct a work area containment that includes all areas where removal of wet, previously wet, water damaged and moldy materials will occur.
3. Contractor should isolate HVAC system. If HVAC system return air plenum is inside the contained work area then the system must be shut down and the grille covered with 6 mil poly and taped to prevent air movement into the HVAC system from the affected work area until all post remediation testing has been completed. If the return air plenum grille is not inside the contained work area then seal all supply air vents inside the contained work area with 6 mil poly and tape to prevent

Limited mold assessment for Washington County Court House, 4 South College Ave. and Juvenile Detention Center, 885 Clydesdale, Fayetteville, AR. ATOKA, Inc., reference # 15-249.

contamination of HVAC system and prevent movement of air from the affected work area into the unaffected living areas. Maintain seal until all post remediation testing has been completed.

4. All personnel working in the work area should wear full face negative pressure or full face positive air purifying respirators (PAPR), goggles, gloves and any other appropriate PPE. Contractors engaged in the cleaning procedures should be advised of the potential mold spore exposure, airborne particulate (nuisance dust) and potential asbestos dust exposure hazards if applicable.
5. Establish a negative pressure atmosphere inside the contained work area. Convert to air scrubbing mode once all wet moldy debris is double bagged and removed from the work area. DO NOT carry water damaged and moldy building components and moldy debris through unaffected living areas of the building. Double bag all debris that must be removed from the work area through the unaffected living area.
6. Install a sufficient number of HEPA air filtration units to scrub 4 air changes of interior air volume per hour during all mold remediation activities. Air scrubbing should be performed in the contained affected work area before, during and after all post remediation testing has been completed.
7. HEPA air scrubbing should be performed in all adjacent unaffected areas of the building while mold remediation activities are taking place in the affected contained areas.
8. HEPA vacuum and damp wipe movable contents and fixtures from contained work area before disturbing moldy materials.
9. Launder clothes, linens, curtains, etc. that were in areas where high airborne mold spore counts were found.
10. Air scrubbers should remain in operation during all cleaning activities and for 48 hours following all final cleaning.
11. The work areas should be tested with air sampling and a visual assessment to verify that the mold remediation was successful before replacing any new materials and before these areas are opened for occupation.

Room 206 & 303A

12. Immovable components not removed from contained work area should be cleaned and wrapped with 6 mil poly sheeting airtight barrier and protected until all post testing has been completed.
13. Remove wet plaster walls on south side of room and two feet past visible evidence of mold
14. Clean all surfaces (ceiling, walls, floor, poly, etc) inside work area containment with HEPA air scrubbing, HEPA vacuum and damp wipe cleaning methods. Cleaning should include all remaining contents, fixtures and items not removed prior to demolition.
15. HEPA vacuum and professionally clean and dry all carpet
16. Remove water stained sheet rock ceiling
17. Remove any wet or previously wet insulation behind walls and or ceiling

Below grade rooms along west side of building

18. Remove wet water damaged plaster. Remove all wall insulation if present and any additional damaged or rotted wood if present.

Limited mold assessment for Washington County Court House, 4 South College Ave. and Juvenile Detention Center, 885 Clydesdale, Fayetteville, AR. ATOKA, Inc., reference # 15-249.

19. Dry, clean (HEPA vacuum) and disinfect exposed wall framing where mold is likely to be present. Remove mold and any mold staining with HEPA vacuum and damp wipe decontamination methods followed by wire brush, sanding or abrasive pad to remove mold stain followed with more HEPA vacuuming.
 20. Juvenile facility court room - clean all surfaces with HEPA vacuum and damp wipe decontamination methods
- Juvenile facility and all work areas (rooms 206 & 303A) where unacceptable airborne mold spores counts were found
21. Retain a licensed HVAC contractor to thoroughly clean the air handler units (fan, fan case, coils, coil box, coil condensate pan, return air plenum, supply air plenum) and the air distribution duct system with damp decontamination methods and HEPA vacuum. If air handlers are to be replaced remaining air distribution ducts should be thoroughly cleaned. If flex duct is used in the air distribution system it should be replaced. If air supply plenum internal insulation is damaged and cannot be cleaned it should be removed and replaced.

This report was prepared for the exclusive use of Mr. Ron Wood and /or his assignees and is not intended for any other purpose. Our report is based on the information available to us at the time of the investigation and the conditions observed during the site visit. The information in the report is based on a non-destructive visual inspection, and sample results made available by EMLab P&K Environmental Microbiology laboratory for ATOKA, Inc.'s review. Should additional information become available, we reserve the right to determine the impact, if any, of the new information on our opinions and conclusions and to revise our opinions and conclusions if necessary as warranted by the discovery of additional information.

The undersigned has fully participated in the sampling analysis and the evaluation of the environmental conditions existing in the designated interior areas of the building. ATOKA, Inc. was retained to provide the services stated herein, and to the best of our knowledge, the results are valid and accurate.

Be advised that the results of this investigation represent the conditions found during the site assessment. ATOKA, Inc.'s opinions, conclusions and recommendations are based solely on the visual and physical conditions discovered in the structure at the time of the investigation. ATOKA, Inc. did not perform destructive sampling or invasive investigative techniques and cannot be responsible for undiscovered physical or visual information requiring destructive methods that influences the IAQ of this residential building. Assumptions are made and conclusions are drawn based on the physical data gathered during the investigation.

Respectfully submitted,
Cliff McBryde, PIH, CMC
ATOKA, Inc.



Limited mold assessment for Washington County Court House, 4 South College Ave. and Juvenile Detention Center, 885 Clydesdale, Fayetteville, AR. ATOKA, Inc., reference # 15-249.



Room 206 wet south wall and water stained ceiling

Limited mold assessment for Washington County Court House, 4 South College Ave. and Juvenile Detention Center, 885 Clydesdale, Fayetteville, AR. ATOKA, Inc., reference # 15-249.



Room 303A wet south wall and visible mold along window frame.



American Council for Accredited Certification

hereby certifies that

Clifford McBryde

has met all the specific standards and qualifications of the re-certification process,
including continued professional development, and is hereby re-certified as a

CMC

**Council-certified
Microbial Consultant**

This certificate expires on August 31, 2016.

Charles F. Wiles

Charles F. Wiles, Executive Director

0608105

Certificate Number

This certificate remains the property of the American Council for Accredited Certification.

ATOKA PROJECT NO. 15-249	CLIENT/OWNER	SAMPLE LOCATIONS	
	Name	Washington Co. Court & Juvenile Detention Center	Name
	Address	885 Clydegate	Address
	City, State, ZIP	Fayetteville, AR 72701	City, State, ZIP
	Phone #	476-444-7699	Fax #

SAMPLERS SIGNATURE <i>Chf/McBryde</i>	SAMPLE TYPE Bulk <input type="checkbox"/> Air <input checked="" type="checkbox"/> Food <input type="checkbox"/> Soil <input type="checkbox"/> Water <input type="checkbox"/> Swab <input type="checkbox"/> Other <input type="checkbox"/>	SAMPLE CONDITION: <input type="checkbox"/> Satisfactory _____ Temp °C. <input type="checkbox"/> Unsatisfactory <input type="checkbox"/> Rejected - Reason _____	TURN AROUND TIME <input type="checkbox"/> 4 hours <input type="checkbox"/> 2 days <input checked="" type="checkbox"/> Standard (3-5 days) <input type="checkbox"/> Std Protocol
Printed	Air: Micro-s <input type="checkbox"/> Air-O-Cell <input checked="" type="checkbox"/> Cyclex-D <input type="checkbox"/> Blotest <input type="checkbox"/> Plate <input type="checkbox"/> Surface: Sponge <input type="checkbox"/> Cotton Tip <input type="checkbox"/> Tape Lift <input checked="" type="checkbox"/> Other <input type="checkbox"/>	E-mail:	

FIELD SAMPLE #	DATE COLLECTED	TIME	SAMPLE LOCATION/DESCRIPTION:	TEST REQUESTED	ATOKA LAB ID #
21755189	8/18/15		Room 303A	150 Liters	Mold Count & ID
21755182			Room 206	150 Liters	
21755180			Court Room	165 Liters	



RELINQUISHED BY <i>Chf/McBryde</i>	DATE/TIME	RECEIVED BY <i>Jed Ex</i>	DATE/TIME	RELINQUISHED BY	DATE/TIME
PRINTED		PRINTED		PRINTED	
RECEIVED BY <i>M. Seidl</i>	DATE/TIME 8/20/15	RECEIVED BY LABORATORY <i>Samantha S. A</i>	DATE/TIME 8/19/15	SPECIAL INSTRUCTIONS Standard	
PRINTED M. Seidl		PRINTED			



Report for:

Mr. Cliff McBryde
ATOKA, Inc.
P.O. Box 2450
Hot Springs, AR 71914

Regarding: Project: 15-249; Washington Co. Court & Juvenile Detention Center
EML ID: 1410960

Approved by:

Dates of Analysis:
Spore trap analysis: 08-20-2015 and 08-21-2015

Technical Manager
Michelle Seidl

Service SOPs: Spore trap analysis (EM-MY-S-1038)
AIHA-LAP, LLC accredited service, Lab ID #178599

All samples were received in acceptable condition unless noted in the Report Comments portion in the body of the report. Due to the nature of the analyses performed, field blank correction of results is not applied. The results relate only to the items tested.

EMLab P&K ("the Company") shall have no liability to the client or the client's customer with respect to decisions or recommendations made, actions taken or courses of conduct implemented by either the client or the client's customer as a result of or based upon the Test Results. In no event shall the Company be liable to the client with respect to the Test Results except for the Company's own willful misconduct or gross negligence nor shall the Company be liable for incidental or consequential damages or lost profits or revenues to the fullest extent such liability may be disclaimed by law, even if the Company has been advised of the possibility of such damages, lost profits or lost revenues. In no event shall the Company's liability with respect to the Test Results exceed the amount paid to the Company by the client therefor.

Client: ATOKA, Inc.
C/O: Mr. Cliff McBryde
Re: 15-249; Washington Co. Court & Juvenile
Detention Center

Date of Sampling: 08-18-2015
Date of Receipt: 08-19-2015
Date of Report: 08-21-2015

SPORE TRAP REPORT: NON-VIABLE METHODOLOGY

Location:	21755185: Room 303A		21755042: Room 206		21755180: Court Room	
Comments (see below)	None		None		None	
Lab ID-Version‡:	6496009-1		6496010-1		6496011-1	
Analysis Date:	08/20/2015		08/21/2015		08/21/2015	
	raw ct.	spores/m3	raw ct.	spores/m3	raw ct.	spores/m3
Ascospores					62	1,500
Basidiospores	17	450	1	27	74	1,800
Cercospora					1	6
Chaetomium						
Cladosporium	3	80	2	53	40	970
Curvularia	1	7				
Epicoccum					1	6
Fusarium						
Myrothecium						
Nigrospora						
Other colorless						
Penicillium/Aspergillus types†	556	15,000	391	10,000	8	190
Pithomyces	1	7	1	7	3	18
Rusts						
Smuts, Periconia, Myxomycetes	1	7	4	27		
Stachybotrys						
Stemphylium						
Torula						
Ulocladium						
Zygomycetes						
Background debris (1-4+)††	3+		2+		2+	
Hyphal fragments/m3	13		7		6	
Pollen/m3	67		7		< 6	
Skin cells (1-4+)	< 1+		< 1+		< 1+	
Sample volume (liters)	150		150		165	
§ TOTAL SPORES/m3		15,000		11,000		4,500

Comments:

Spore types listed without a count or data entry were not detected during the course of the analysis for the respective sample.

† The spores of *Aspergillus* and *Penicillium* (and others such as *Acremonium*, *Paecilomyces*) are small and round with very few distinguishing characteristics. They cannot be differentiated by non-viable sampling methods. Also, some species with very small spores are easily missed, and may be undercounted.

††Background debris indicates the amount of non-biological particulate matter present on the trace (dust in the air) and the resulting visibility for the analyst. It is rated from 1+ (low) to 4+ (high). Counts from areas with 4+ background debris should be regarded as minimal counts and may be higher than reported. It is important to account for samples volumes when evaluating dust levels.

The analytical sensitivity is the spores/m3 divided by the raw count. The limit of detection is the analytical sensitivity multiplied by the sample volume divided by 1000.

For more information regarding analytical sensitivity, please contact QA by calling the laboratory.

‡ A "Version" indicated by "-x" after the Lab ID# with a value greater than 1 indicates a sample with amended data. The revision number is reflected by the value of "x".

§ Total Spores/m3 has been rounded to two significant figures to reflect analytical precision.