

Members of the public wishing to speak during Public Comment or on Items of Business must register with the County Clerk prior to the beginning of the meeting.

AGENDA

BOARD OF FRANKLIN COUNTY COMMISSIONERS Wednesday, Nov. 30, 2016 | 8:30 a.m.

TO BE HELD IN THE ANNEX COMMISSION CHAMBERS

A. CALL TO ORDER

B. ROLL CALL:

Waymire Howard Dunn 4th District Renoud

C. PLEDGE OF ALLEGIANCE

D. INVOCATION:

1. Invocation Led By Rev. Charles Adams, Faith Lutheran Church, Ottawa, Kansas.

E. CORRESPONDENCE & ORGANIZATIONAL BUSINESS

1. Receive A Community Partners Quarterly Update From Franklin County Development Council. James Oltman, Executive Director

Documents:

[november quarterly report.pdf](#)

F. PUBLIC COMMENT:

A citizen desiring to speak on an item not on the agenda may do so at this time. Discussion is limited to five minutes and the Commission will not take action or discuss items at this time. Discussion should be limited to matters of County Commission business and public comment is not permitted in regard to personnel matters or on pending legal matters. Items introduced under '**Public Comment**' may become agenda items at a later date.

G. CONSENT AGENDA:

Items listed on the '**Consent Agenda**' are considered routine and shall be enacted by one motion of the Board of Commissioners with no separate discussion. If separate discussion is desired by a member of the Governing Body, that item may be removed from the '**Consent Agenda**' and placed on the regular agenda '**Items of Business.**'

1. Consider And Approve Franklin County Commission Meeting Minutes For Nov. 2, 2016 And Commission Meeting Minutes For Nov. 9, 2016.
2. Consider And Approve Tax Change Orders.
3. Consider And Approve Payroll For The Pay Period Of Oct. 21, 2016 Through Nov. 20, 2016 And 2016 Longevity Payroll.
4. Consider And Approve Invoice #730058968 For Professional Services Rendered From Bartlett & West Related To Rock Creek Park Infrastructure Design.

H. ITEMS OF BUSINESS:

1. Approval Of Rezoning Application #1609-1425 (Vickers) To Rezone Approximately 14.03 Acres From An A-1 (Agriculture) Zoning District To An R-E (Residential Estate) Zoning District. Larry Walrod, Planning & Building Director

Documents:

[11302016_1425_vickers.pdf](#)
[11302016_1425_vickers_aerial photos.pdf](#)
[11302016_1425_vickers_survey.pdf](#)

2. Consider Approving Bid For Mold Remediation Services At The Franklin County Courthouse. Derek Brown, County Counselor

Documents:

[2016 1005 mold remediation cv-2.pdf](#)
[fco_admin_office_11_28_16_16_28_05_31568.pdf](#)

I. STAFF REPORTS

J. COMMISSIONER COMMENTS AND BOARD REPORTS

K. ENTER INTO EXECUTIVE SESSION FOR A MATTER OF ATTORNEY/CLIENT PRIVILEGE (45 MINUTES).

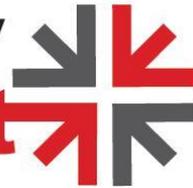
L. CONSIDER A MOTION FOR ADJOURNMENT

M. INFORMATION AND ANNOUNCEMENTS:

1. UpComing Events

- Commission Meeting on Dec. 7, 2016 at 8:30 A.M.
- Commission Study Session on Dec. 12, 2016 at 8:30 A.M.
- Commission Meeting on Dec. 14, 2016 at 8:30 A.M.
- Commission Meeting on Dec. 21, 2016 at 8:30 A.M.
- County Offices Closed Dec. 23 and 26, 2016 in observance of Christmas Eve and Christmas Day.
- Commission Meeting on Dec. 28, 2016 at 8:30 A.M.
- County Offices Closed on Jan. 2, 2017 in observance of New Year's Day.
- Commission Meeting on Jan. 4, 2017 at 8:30 A.M.

Franklin County
Development
Council



QUARTERLY REPORT

NOVEMBER 2016

SCORECARD REVIEW

13 total leads

9 manufacturing

3 hospitality

1 other

9 losses – 4 pending

- **Contract with Bartlett & West/PEC**
 - **Market Research**
 - **Identify Target Markets**
- **Plan will consist of 4 major components**
 - **Awareness and Lead Generation**
 - **Digital and Creative Assets**
 - **Convention/Trade Show attendance**
 - **Sales meetings/calls**
- **Will be framed as a 3-5 year plan**
- **Plan execution start of 2017**



ROCK CREEK

MARKETING



WORKFORCE

- Engaged DeBruce Foundation in Workforce Development conversation
- Representation from FCDC, City, Ransom Memorial, ATC Truck Covers, Kalmar, USD 290, Neosho County Community College, Ottawa University, ECKAN
- Working towards a tangible Workforce Development Plan





Careers
NEXT EXIT →

*Franklin County
Day on the Job*

Approximately 180 students

**2016 sponsors – American Eagle, Ottawa Coop,
Neosho County Community College, Ottawa
University, McDonalds**



**Discussing changes to
next years format**

BOARD RETREAT



UPCOMING

Nov. 30 – County Update

**Dec 5 – Pomona/Williamsburg
City Council**

Dec 14 – DeBruce Foundation

**Dec 14 KC Smartport
Regional Networking**

A person wearing a dark blue suit jacket and a light-colored shirt is holding a white rectangular sign with both hands. The sign has the word "QUESTIONS?" written on it in a bold, dark blue, sans-serif font. The background is a plain, light gray color.

QUESTIONS?

Franklin County Agenda Cover Sheet



To: Franklin County Board of County Commissioners
From: Larry D. Walrod
Department: Planning & Building
Date: Wednesday, November 30, 2016

AGENDA ITEM NARRATIVE

Approval of Rezoning Application #1609-1425 (Vickers) to rezone approximately 14.03 acres from an A-1 (Agriculture) Zoning District to an R-E (Residential Estate) Zoning District.

BACKGROUND

The applicant is requesting to rezone approximately 14.03 acres from an A-1 (Agriculture) Zoning District to an R-E (Residential Estate) Zoning District. The property is located at the intersection of K-68 Hwy. and Utah Road, on the South side of K-68 Hwy. and on the West side of Utah Road.

The purpose for the rezoning is to permit the division of 14.03 acres from the approximately 153 acres in order to sell for the construction of a new residence. The applicant would retain the remaining acreage for agricultural purposes.

The Planning Commission recommended approval of rezoning application #1609-1425 (Vickers) to rezone approximately 14.03 acres from an A-1 (Agriculture) Zoning District to an R-E (Residential Estate) Zoning District.

SPECIFIC ACTION REQUESTED

Staff recommends that the County Commissioners accept the Planning Commission's recommendation and adopt the attached resolution for the approval of Rezoning Application #1609-1425 (Vickers) to rezone approximately 14.03 acres from an A-1 (Agriculture) Zoning District to an R-E (Residential Estate) Zoning District and to amend the Official Zoning Map accordingly.

ATTACHMENTS

Aerial photos (2)
Survey
Resolution

**BOARD OF COUNTY COMMISSIONERS
OF
FRANKLIN COUNTY, KANSAS**

RESOLUTION NO. 16- _____

A RESOLUTION AMENDING THE
OFFICIAL ZONING DISTRICT MAP OF FRANKLIN COUNTY, KANSAS

WHEREAS, the Franklin County Planning Commission of Franklin County, Kansas, received an application for a Zone Change from Jerry Vickers to rezone approximately 14.03 acres from an A-1 (Agriculture) Zoning District to an R-E (Residential Estate) Zoning District. The property described below lies outside any incorporated city and is described as follows:

New Tract:

A tract of land in the Southeast Corner of the Northeast Quarter of Section 31, Township 16 South, Range 21 East of the Sixth P.M., Franklin County Kansas. Beginning at the Southeast Corner of the Northeast Quarter of Section 31, Township 16 South, Range 21 East of the Sixth P.M.; THENCE South 88 degrees 46 minutes 29 seconds West 970.00 feet on the South line of said Northeast Quarter to a ½” iron bar; THENCE North 01 degrees 45 minutes 54 seconds West 630.00 feet to a ½” iron bar; THENCE North 88 degrees 46 minutes 29 seconds East 970.00 feet to the East line of the Northeast Quarter, being marked with a ½” iron bar; THENCE South 01 degrees 45 minutes 54 seconds East 630.00 feet on the East line of the Northeast Quarter to the Point of Beginning, containing 14.03 acres, more or less, all in Franklin County Kansas.

WHEREAS, pursuant to K.S.A. 12-757(b), the Franklin County Planning Commission has published in the official county newspaper on the 27th day of September, 2016, notice of public hearing for said Zoning Change Request; and

WHEREAS, pursuant to K.S.A. 12-757(b), the Franklin County Planning Commission held a public hearing on October 20th, 2016 regarding said Zoning Change Request; and

WHEREAS, the Franklin County Planning Commission, on October 20th, 2016 in regular session and by a unanimous vote of those members present, approved said Zoning Change request based upon certain findings of fact, whereby recommending that the Official Zoning District Map of Franklin County, Kansas be amended; and

WHEREAS, the Franklin County Board of County Commissioners, after duly reviewing the recommendation of the Planning Commission and considering all public comments and concerns regarding said Zoning Change, find that the rezoning of said property would not be detrimental to the surrounding properties and would be in compliance with the provisions of K.S.A. 12-753, the purpose and intent of the Franklin County Comprehensive Plan and the general welfare of the citizens of Franklin County.

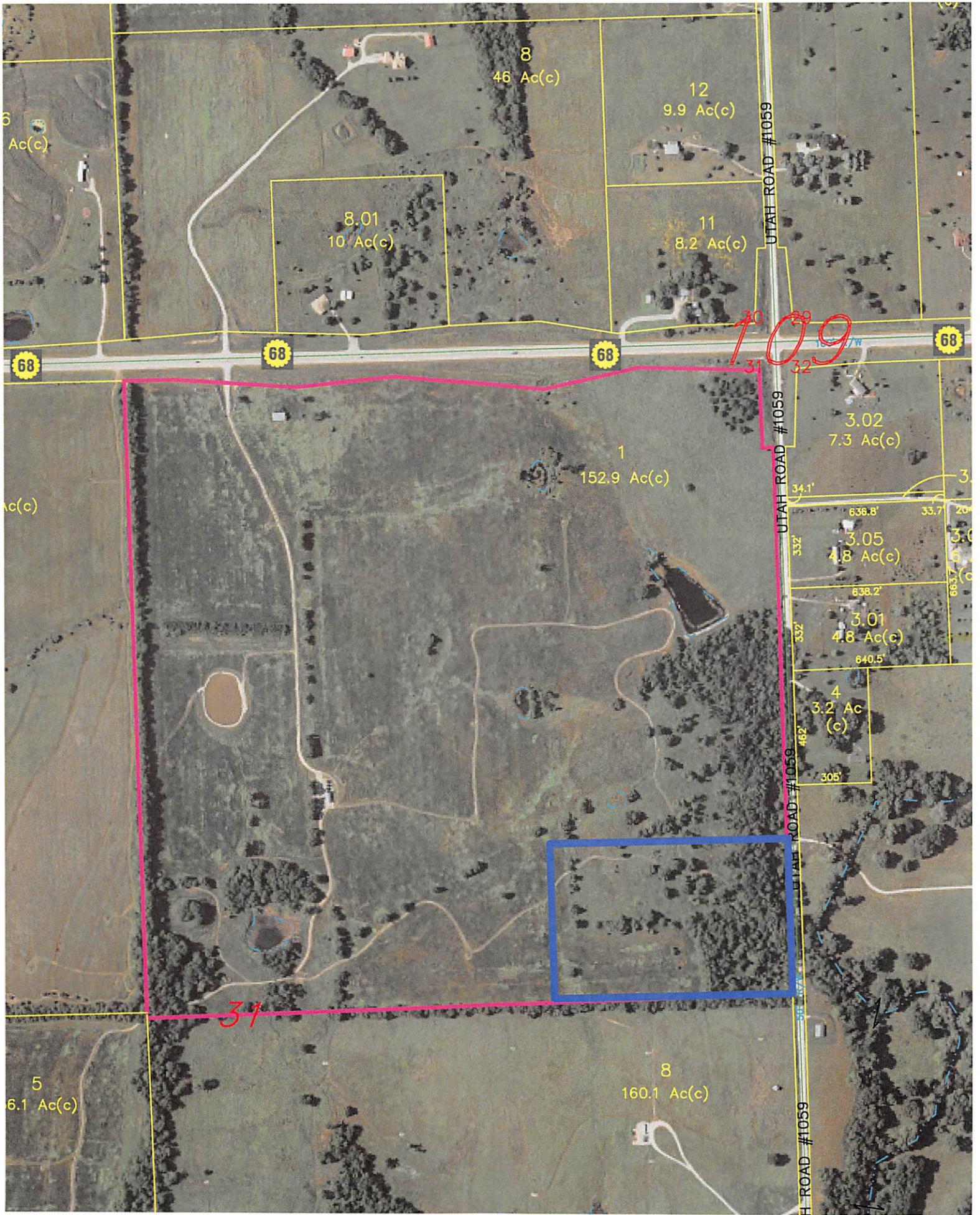
NOW, THEREFORE, BE IT RESOLVED, that the Franklin County Board of County Commissioners does hereby approve the rezoning of the above described tract of land from an “A-1” Agriculture District to an “R-E” Residential Estate District and that the Official Zoning District Map of Franklin County, Kansas be amended to reflect the approved zoning change.

PASSED AND ADOPTED by the Franklin County Board of County Commissioners this 30th day of November, 2016. This action shall become effective upon publication in the official county newspaper.

Richard A. Howard
Chairman

Received and recorded this the 30th day of November, 2016.

Janet Paddock
County Clerk



#3041

A TRACT OF LAND IN THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 16 SOUTH, RANGE 21 EAST OF THE SIXTH P.M. FRANKLIN COUNTY KANSAS, BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 16 SOUTH, RANGE 21 EAST OF THE SIXTH P.M., THENCE SOUTH 88 DEGREES 46 MINUTES 29 SECONDS WEST 970.00 FEET ON THE SOUTH LINE OF SAID NORTHEAST QUARTER TO A 1/2" IRON BAR; THENCE NORTH 01 DEGREES 45 MINUTES 54 SECONDS WEST 630.00 FEET TO A 1/2" IRON BAR; THENCE NORTH 88 DEGREES 46 MINUTES 29 SECONDS EAST 970.00 FEET TO THE EAST LINE OF THE NORTHEAST QUARTER, BEING MARKED WITH A 1/2" IRON BAR; THENCE SOUTH 01 DEGREES 45 MINUTES 54 SECONDS EAST 630.00 FEET ON ON THE EAST LINE OF THE NORTHEAST QUARTER TO THE POINT OF BEGINNING, CONTAINING 14.03 ACRES, MORE OR LESS, ALL IN FRANKLIN COUNTY, KANSAS.

Surveyor's Notes

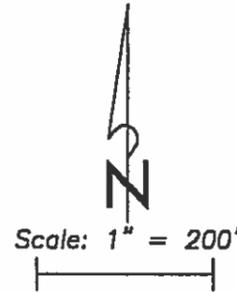
1. The bearings shown hereon are based on East Line of Northeast Quarter Section 31 Assumed S 01°-45'-54" E
2. No underground or above ground utilities were located or shown this survey. by agreement with client.
3. There are no known discrepancies between ownership or possession, fences, easements, setback, structures, gaps or overlaps unless shown.
4. No Easements or setbacks shown by agreement with client.
5. Reference survey BY CRAIG CHANEY PS 1141 SLIDE 94 C REG, OF DEEDS OFFICE FRANKLIN COUNTY KANSAS

This survey has been reviewed and approved for filing, pursuant to K.S.A. 58-2005 for content only and is in compliance with this act No other warranties are extended or implied.

Approved by: _____ Date: _____
JAMES D. SCHMITZ PS 727

CERTIFICATE OF LOT SPLIT APPROVAL
STATE OF KANSAS
FRANKLIN COUNTY
I hereby certify that this (LOT SPLIT) has been examined and found to comply with the Subdivision Regulation of Franklin County, Kansas, and is, therefore, approved for recording.
Signed the _____ day of _____

LARRY D. WALROD PLANNING DIRECTOR



ALL DISTANCE SHOWN ARE MEASURED UNLESS OTHER WISE NOTED

HCP = HEDGE CORNER POST

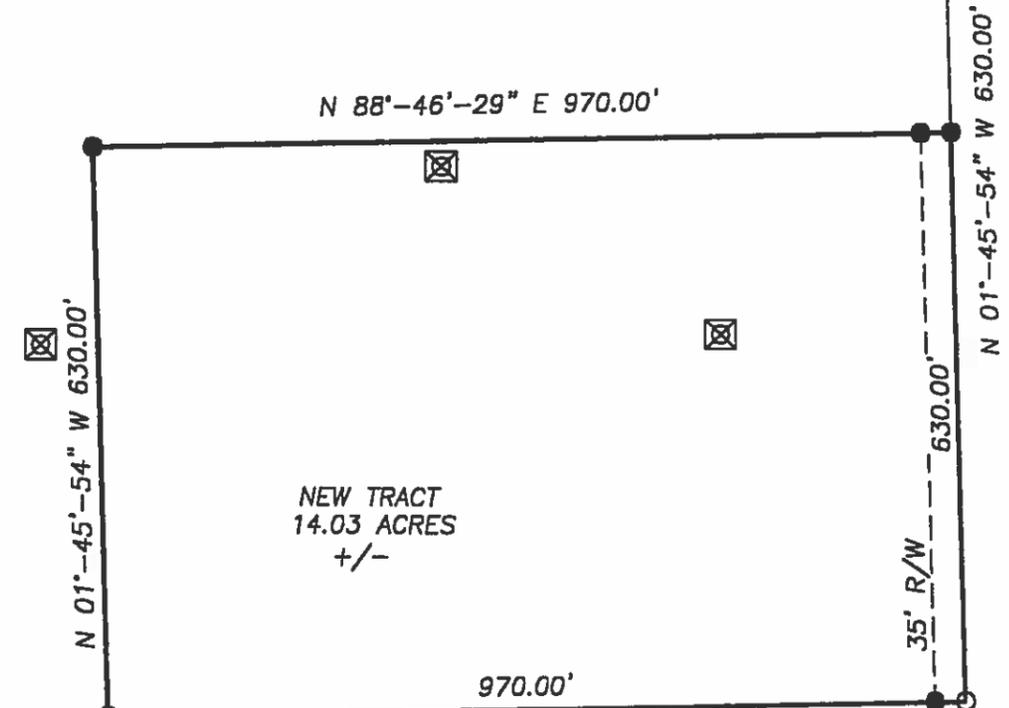
LEGEND:

- EXISTING 5/8" IRON BAR FOUND IN K-68 CONC. ROAD WAY
- ⊠ EXISTING 1/2" IRON BAR SET ON SURVEY BY CHANEY P.S. 1141
- EXISTING 1/2" IRON BAR SET USED ON SURVEY BY CHANEY P.S. 1141
- 1/2" X 24" IRON BAR W/CAP 1208 SET THIS SURVEY
- ⊠ EXISTING OIL WELL PUMP LOCATION



S.W. COR. N.E. 1/4 31-16-21
SET BY CHANEY ON SURVEY RECORDED SLIDE 94C REGISTER OF DEEDS OFFICE

S 88°-46'-29" W 2648.57' (2648.62' CHANEY SLIDE 94C)



N.E. COR. N.E. 1/4 31-16-21

S.E. COR. N.E. 1/4 31-16-21

CATES SURVEYING INC.
Bryon K. Cates
Professional Surveying Services
790 Pawnee Rd. Pomona, KS 66076
Phone 785-566-3391 Fax 785-566-3391

I Bryon K. Cates, A Professional Land Surveyor in the State of Kansas do hereby certify that this Plat represents the true and accurate results of a survey conducted on the ground under my direct supervision on OCTOBER 11, 2016.

SURVEY PERFORMED BY: Bryon K. Cates PS. #1208	SURVEY ORDERED BY JERRY VICKERS NE 1/4 SECTION 31, TWP 16 S. RNG. 21 E.		JOB#16101616
	PAGE 1 OF 1	OCTOBER 11, 2016	LOT SPLIT SURVEY

SCALE: 1" = 200'

Franklin County Agenda Cover Sheet



To: Franklin County Board of County Commissioners
From: Derek Brown
Department: County Counselor
Date: 11/30/2016

AGENDA ITEM NARRATIVE

Consider Approving Bid For Mold Remediation Services At The Franklin County Courthouse.

BACKGROUND

At its October 3, 2016, Study Session, the Board received a report from Paul Golden, Maintenance Director, discussing the presence of mold at the Franklin County Courthouse. The existence of mold was verified during an Environmental Survey that took place at the Courthouse on August 12 & 15, 2016. While the presence of "black mold" was not detected, remediation was needed. Even though the County has begun efforts to rectify the issue, it does not have the staff or equipment to conduct the necessary remediation. At its meeting on Oct. 5, 2016, the Board approved authorizing staff to issue requests for proposals for mold remediation services. Two bids were received though only one bid fulfilled the requirements.

SPECIFIC ACTION REQUESTED

Motion to approve completed Mold Remediation Bid From Indoor Air Technologies, Inc .

ATTACHMENTS

Bid Received from Indoor Air Technologies, Inc.

**Franklin County, Kansas
Request for Bids
Old Courthouse Mold Remediation Project**



NOTICE IS HEREBY GIVEN that Franklin County, Kansas, is accepting sealed proposals for:

OLD COURTHOUSE MOLD REMEDIATION PROJECT

A MANDATORY location viewing meeting will take place at the Franklin County Old Courthouse Building, 315 South Main, Ottawa, KS on Thursday, October 27th, 2016 at 10 a.m. All interested vendors should meet at the Old Courthouse Building as this will be the only time allowed to view the project area prior to the deadline to submit a bid. Only those who attend the mandatory meeting will be eligible to submit a project bid. All others will be discarded. For further questions, contact the County Administrator at 785-229-3485.

INVITATION TO BID: Mold Remediation – Franklin County Old Courthouse Building

Sealed bids for mold remediation at the Franklin County Old Courthouse Building to be completed by Friday, December 9th, 2016, must be mailed or hand-delivered to the address listed below on or before 12:00 Noon on Thursday, November 3rd, 2016. Bids will be publically opened and read aloud at the Franklin County, County Commission Chambers located in the Franklin County Annex, 1428 S. Main, Ottawa, KS 66067 at 1pm. Proposals not physically received by the County by 12:00 Noon on Thursday, November 3rd, 2016, will be returned, unopened to the firm. All proposals should be addressed to:

**SEALED BIDS for Franklin County, KS
Re: Vendor Name
Franklin County Old Courthouse, "Mold Remediation"
Attention: Derek Brown, Interim County Administrator
1428 S. Main, Suite 2
Ottawa, Kansas 66067**

Each bid must be accompanied by a Bid Guarantee in the form of a Bid Bond from a company with an A-1 best rating, or a cashier's check in the amount of ten percent (10%) of the bid and made payable to the client address Franklin County, Kansas, 1428 S Main Street, Suite 2, Ottawa, KS 66067. No bid shall be withdrawn for a period of thirty (30) days after the bid opening date without the consent of the County. Checks or drafts of unsuccessful bidders will be returned as soon as possible after opening and reviewing the bids.

Successful bidder must provide proper insurance, a Performance Bond and a Labor and Material Payment Bond in the full amount of the Contract, acceptable to the County.

The County reserves the right to reject any or all bids and to waive any informality in bidding.

AWARD OF CONTRACT: The Franklin County Board of County Commissioners will make the final award of the proposal or contract.

DEFINITIONS:

The Term "County" whenever used in the contract documents shall be construed to mean Franklin County.

CONDITIONS:

The Contractor is responsible for being familiar with all conditions, instructions, and documents governing this contract. Failure to make such preparations shall not excuse the Contractor from performance of the duties and obligations imposed under the term of this contract.

PERFORMANCE BOND:

If the bidder's proposal for the project is equal to or greater than \$5,000 then the following bonds shall be delivered to the County and shall become binding with the acceptance of the bid.

Performance bond satisfactory to the County, executed by Surety Company authorized to do business in the State of Kansas or otherwise secured in a manner satisfactory to the County, in an amount equal to 110% of the price specified.

INSURANCE COVERAGE REQUIREMENTS:

Such insurance shall be placed with carriers that maintain an A.M. Best rating of A-, VII or better. Contractor shall notify County in writing immediately if any of the insurance policies required herein are cancelled or non-renewed for any reason.

The Contractor must include a copy of their insurance certificate and required endorsements with their proposal package. Upon award of this contract, the selected Contractor shall add Franklin County Government as a Certificate Holder to their insurance policy.

During the term of the contract, the Contractor at their sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. The Contractor will be required to meet Franklin County vendor insurance requirements. Unless otherwise specified the Contractor shall, before commencing, name as Franklin County an additionally named insured in the following minimum amounts. At a minimum, the Contractor shall provide and maintain the following coverage and limits:

Workmen's Compensation and Employer's Liability Insurance: The Contractor shall provide and maintain Worker's Compensation Insurance, as required by the laws of Kansas, as well as employer's liability coverage with minimum limits of \$1 million, for bodily injury or disease per accident. This insurance must include and cover all of the Contractor's employees who are engaged in any work under this contract. The worker's compensation insurance shall contain an endorsement stating the insurer waives any right of subrogation against the County, its officers, agents and employees.

Commercial General Liability Insurance: The Contractor shall provide and maintain Commercial General Liability Insurance, as required by the laws of the State of Kansas with minimum limits of \$1,000,000 limit per occurrence bodily injury and property damage; \$1,000,000 personal and advertising injury; \$2,000,000 General Aggregate; \$2,000,000 Products-Completed Operations Aggregate. The consultant/provider should indicate in its bid whether the coverage is provided on a claims-made or preferably on an occurrence basis. The insurance shall include coverage for the following:

- Premises/Operations
- Explosion, Collapse, & Underground property coverage
- Products/Completed Operations
- Contractual
- Independent Contractors
- Broad Form Property Coverage
- Personal Injury

Business Automobile: The contractor shall provide and maintain Business Automobile Insurance to include liability coverage for all owned, hired and non-owned vehicles used in connection with this contract. The minimum combined single limit shall be \$1 million per accident.

OTHER INSURANCE PROVISIONS: The policy or policies are to contain an endorsement stating that Contractor's insurance is to be primary for losses that occur as a result of the Contractor's activities.

SCOPE OF WORK:

Mold remediation of Franklin County Old Courthouse Building. All work must be accomplished while allowing staff to continue to work during normal business hours, Monday through Friday, 8 am to 4 pm.

This project **MUST** be completed on or before **December 9th, 2016.**

All work must be performed in accordance with federal, state and local codes in force with the City of Ottawa, Kansas, and Franklin County, Kansas. This includes all required inspections, permits and approvals from the City of Ottawa Planning and Zoning Department.

PROJECT DESCRIPTION:

Mold remediation requirements shall be as specified in the attached protocol, labeled "Attachment A".

The Contractor will be responsible for obtaining all building permits. The cost of the required permits should be included in the cost of the project.

SITE RESTORATION:

The Contractor shall ensure that all debris generated by the project are removed from the project area as needed to allow continued use by County staff, not less than daily, or as often as County staff deems necessary to maintain safe working conditions in the area. More specifically, all construction debris, dust or any other materials generated during the job shall be removed from the work area before completion. Upon completion of the entire project operation the site should be returned to a like condition that existed prior to work being done.

DISPOSAL OF MATERIAL:

Contractor shall legally dispose of all waste material generated from the project at a dump site compliant with Local, State and Federal regulations.

BILLING/INVOICING:

All billing and invoicing will be done at the completion of the project.

REJECTION OF BIDS:

The County reserves the right to cancel invitations for bids or requests for proposals without penalty when it is in the best interest of the County. Notice of cancellation shall be sent to all individuals or entities solicited.

The County reserves the right to reject any or all bids, to waive any minor informality or irregularity in any bid, to negotiate changes and/or modifications with the lowest responsible bidder and to make award to the response deemed to be the most advantageous to the County. Bidders shall be required to comply with all applicable federal, state and local laws, including those relating to employment of labor without discrimination on the basis of age, race, color handicap, sex, national origin or religious creed.

Any bid not conforming with the specifications or requirements set forth by the County in the bid request may be rejected.

Bids may also be rejected if they are made by a bidder that is deemed un-responsible due to a lack of qualifications, capacity, skill, character, experience, reliability, financial stability or quality of services, supplies, materials, equipment or labor.

AWARD OF BID:

Formal bid submission shall be tabulated and a recommendation shall be prepared by the County Administrator.

The County Administrator shall send a recommendation and tabulation of all formal bids received for purchases meeting the requirements to the Franklin County Board of County Commissioners for review and approval at the next convenient regularly scheduled meeting of the County Commissioners.

All awards made in accordance with Franklin County Purchasing Policy are final determinations.

CHANGE ORDERS:

After a contract is awarded pursuant to the competitive bid procedures specified herein, additional purchases or modifications may be made under the contract, or the terms of the contract may be extended, without rebidding the materials, supplies, services or equipment involved, provided that the change order:

- Is not of such a size or nature as to undermine the integrity of the original bidding process; and
- Is germane to the original contract; and
- Does not exceed twenty percent (20%) of the contractor amount; and
- Is approved by the Board of County Commissioners.

However, the County Administrator, or his/her designee can approve change orders for amounts that are not greater than ten thousand dollars (\$10,000.00).

CONSTRUCTION CONTRACTS:

The bidder must furnish and pay for satisfactory Performance, Labor and Material Payment Bonds in the amount of one hundred ten percent (110%) of the contract amount and any other security required by law or by the specifications for this particular project. Upon receipt of the Performance Bond, the County will return the bid bond to the bidder.

The bidder must comply with all applicable laws prerequisite to doing business in the state.

The bidder must have a valid Federal Employer Tax Identification Number or Tax Identification Number (for individuals).

The bidder must provide a Statement of Compliance with provisions of the State and Federal Equal Opportunity Employer requirements.

The bidder must provide evidence of any professional or trade license required by law or local ordinance for any trade or specialty area in which the Contractor is seeking a contract award. Additionally, the Contractor must disclose any suspension or revocation of such license held by the company, or of any director, officer or manager of the company. Any material changes to the Contractor's status, at any time, must be reported in writing to the County within 14 days of its occurrence. Failure to comply with this requirement is grounds for the Contractor to be deemed non-responsible.

The bidder must provide the name and addresses of all known Subcontractors, the general type of work to be performed by these Subcontractors and the expected amount of money that each will receive under the contract. If at any time during the term of the contract a Contractor adds or changes any Subcontractors, he or she shall promptly notify, in writing, the County Administrator or their designee of the names and addresses of each new or replaced Subcontractor and the general type of work to be performed.

CONTRACT REQUIREMENTS:

The successful bidder will be required to enter into a contract with Franklin County consistent with the terms of this Request for Proposal which should contain the following terms:

INDEMNIFICATION:

To the fullest extent permitted by law, Contractor shall indemnify, defend, save and hold the County, its trustees, officers, employees, agents, attorneys and lenders (collectively the "Indemnitees") harmless from and against all loss and expense (including, but not limited to, reasonable attorney's fees and other costs and expenses) by reason of the liability imposed by law upon the Indemnitees, or any of them, for damages because of bodily injury, occupational

sickness or disease, including death, resulting therefrom, sustained by any employees of Contractor or subcontractors, while performing the work or while at the site where work under the Contract is being conducted or elsewhere, while engaged in the performance of Work under the Contractor, or sustained by any person or persons other than employees of Contractor, however such injuries may be caused, whether attributable to a breach of statutory duty or administrative regulation or otherwise, and such injuries for which liability is imputed to the Indemnitees, or any of them, or claims for property damage because of injury to or destruction of tangible property, directly or indirectly arising or alleged to arise out of the performance of or the failure to perform the work or the failure to protect the work or the site, or the condition of the work, the site, adjoining land or driveways, or streets or alleys used in connection with the performance of the work. Without limiting the generality of the foregoing, the defense and indemnity set forth in this section includes, subject only to the limitations contained in this section, all liabilities, damages, losses, claims, demands and actions on account of bodily injury, death or property loss to an Indemnitee or to any other person or entities, whether based upon, or claimed to be based upon, statutory, contractual, tort or other liability of any Indemnitee. In addition, such defense and indemnity shall include all liabilities, damages, losses, claims, demands and actions for defamation, false arrest, malicious prosecution or any other infringement or similar rights.

The provisions of the indemnity provided for herein shall not be construed to indemnify any Indemnitee for its own negligence. If any, to the extent not permitted by law or to eliminate or reduce any other indemnification, right or remedy which the County is otherwise entitled to assert. If any claim indemnified here under has not been settled or discharged when the work is completed, final payment of the Contract Sum shall not be due, unless and until Contractor provides a bond or other security equal to 150% of the amount of such claim in a form and substance satisfactory to the County. In any and all claims against any Indemnitee or any of its agents or employees by any employee of Contractor, anyone directly or indirectly employed by him or anyone for whose acts he may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor under Worker's Compensation acts or other employees benefit acts.

COMPLIANCE WITH LAWS AND REGULATIONS:

In connection with the performance of the work, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligation or duty upon the Contractor.

COUNTY SUPERVISION:

Contractors are reminded that no work will be done without the direct approval of a County authorized representative. At no time will the contractor work without a County representative on site unless authorized.

PLEASE SEE ATTACHED PROJECT REFERENCE LIST

REFERENCES:

List below current business references for whom you have performed work similar to that required by this proposal.

Facility: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Contact Person: _____

Dates of Service: _____

Amount of Project: _____

Facility: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Contact Person: _____

Dates of Service: _____

Amount of Project: _____

Facility: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Contact Person: _____

Dates of Service: _____

Amount of Project: _____

If additional sheets are needed, please make copies.

CONTRACTOR BID AGREEMENT

TO: Franklin County, Kansas
1428 S. Main, Suite 2
Ottawa, KS 66067

The undersigned bidder, in compliance with your advertisement for bids for work as specified, and related documents prepared by or at the direction of the Franklin County, Owner, and being familiar with all conditions surrounding the work, including availability of labor and material, does hereby propose to furnish materials, labor, equipment and services and pay for same and shall perform all work required for the completion of the Project, in accordance with the Contract documents and at the price provided.

Bidder certifies this bid to be for the project described in the Instruction to Bidders document and to be in accordance with plans, specifications and Contract documents, including the invitation for bids.

In no event shall any delays or extensions of time be construed as cause or justification for payment of extra compensation to the Contractor. Any claims for an increase of the Contract time shall be made in writing to the County within seven (7) days of the cause.

Signed:  _____

Print Name: REBECCA S. MECTOW _____

Title: PRESIDENT _____

Company Name: INDOR AIR TECHNOLOGIES, INC. _____

Company Phone Number: 585-924-2010 _____

Date: 11/7/16 _____

Attachment A

Franklin County, Kansas

Old Courthouse Mold Remediation Project



All remediation should be done in accordance with the *NYC Guidelines for the Remediation of Fungi in Indoor Environments (reference Supplement 7: New York City guidelines)*, which includes the following:

- *Use appropriate personal protective equipment, including respiratory protection, eye protection, gloves, disposable protective clothing, and shoe and head coverings.*
- *Clean and remove all items (e.g., furniture, personal possessions, etc.) from the work area.*
- *Install critical barriers (with plastic sheeting and tape) around the work area to contain and prevent the spread of contaminants.*
- *Maintain HEPA-filtered negative pressure inside of work area. Make-up air should be from a non-contaminated source.*
- *Seal ventilation ducts/grills in the work area and areas directly adjacent with plastic sheeting to prevent additional contaminants from entering into the ventilation system.*
- *Dust suppression methods are recommended.*
- *After removal of contaminated materials, clean all surfaces inside the containment area with a HEPA vacuum and/or damp cloth.*
- *HEPA filter the work area for at least 48 hours after the clean-up has been completed.*

The areas to be remediated for mold include:

Floor 3: Northeast corner suite currently occupied by CASA staff and the adjacent storage area previously occupied by the Franklin County Historical Society;

Floor 3: Southwest corner storage room and elevator lobby;

Floor 2: Appraiser's Suite of Rooms, including 204, 205 and 209 and Appraiser's Office;

Floor 1: Southwest Storage room

All work shall be done under the following conditions:

1. Post "No Entry" signs. Only approved worker entry is authorized during all work. All documentation should be present at the job site at all times that work is being done.
2. Remediation firm shall comply with both the OSHA General Industry Standards and the Construction Industry Standards.
3. Turn off the water supply to the remediated (removed, moved) plumbing fixtures and appliances.
4. Damaged contents, fixtures, furniture, appliances and personal belongings shall not be discarded without documentation and permission from the owner. Materials for disposal or transport for cleaning shall not be left unsecured.
5. **CAUTION:** Turn off electrical service to the remediated walls. Disconnect electrical power to all electrical outlets, switches, and fixtures that will be exposed, moved, or removed from the work area.
6. Operate HEPA filtered air "scrubbers" on all levels during, and for 48 hours following, the remediation effort.

7. Operate dehumidification equipment on all levels to reduce relative humidity to near 30% at 67°F (humidity ratio: 0.0042; dew point temp: 34.6 °F; wet bulb temp: 50.8 °F).
8. Wood moisture content should be monitored to reduce all sites to less than 15% moisture content prior to installation of new building material.

Specific to the areas designated:

9. With assistance of County staff, remove (dispose or clean and restore) all content items (e.g., furniture, equipment, supplies, personal possessions, etc.) from the work areas pursuant to guidelines in Supplement 3: *Cleaning of Possessions*. Valuable or irreplaceable documents that cannot be cleaned or decontaminated may be encased, laminated or otherwise sealed.
10. All work is to be done under HEPA filtered (negative pressure if feasible) full-scale containment (critical barriers) and using appropriate personal protective equipment (PPE), starting in the basement (may be done area-by-area).
11. Make up air for negative pressure containment should be from a non-contaminated source (e.g., up-wind of contaminated remediation debris stored outside).
12. Contaminated material should be bagged (in plastic) at the site and discarded including contaminated ceiling tiles.
13. Clean and disinfect all walls, ceilings and windows, door, and baseboard woodwork and exposed piping and vents. Ceiling tiles are to be removed and replaced.
14. Non-porous items (e.g., finished wood, metal, glass, ceramics, porcelain, vinyl, or hard plastic) having visible mold growth should be examined first for non-restorable water damage (e.g., etched or stained glass or plastic, corroded metal, etc.). Restorable items can be cleaned with a disinfectant (use an effective surfactant agent or detergent solution), ultrasonic cleaning, or HEPA vacuuming plus damp wiping.
15. Scrub and disinfect the floors to help remove microbials that likely are present there (use an effective disinfecting agent or solution).
16. Any materials that are identified during the process to be damaged beyond safe disinfection shall be brought to the attention of the facilities manager for further consideration.
17. The carpet should be thoroughly steam cleaned using a quick drying method.
18. If further examination during remediation demonstrates mold damage beyond the plaster the following pertains: Wood lathe, studs, joists, rafters, sheathing, and sub-flooring that have been damaged should be damp sanded to a level where the mold has not penetrated (chemical extraction with an EPA approved product may be done as an alternate).

Additional work on Floor 3, SW storage area and elevator lobby shall include:

Removal of all plaster skim coat below the ceiling tiles and damaged plaster above the ceiling tiles to the original ceiling level. Inspect for additional damage to outside walls. Contaminated material should be bagged in plastic at the site and discarded. Remaining plaster walls are to be disinfected.

Additional work Floor 3: West CASA office, Northwest corner:

Remove plaster to two feet beyond contaminated area above ceiling tiles. Inspect for additional damage in wood structure. Perform remediation per guidance provided in items 9-18 above.



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Format for Printing

Bid Title: Old Courthouse Mold Remediation Project
Category: Administration
Status: Open
Bid Recipient: Franklin County Kansas c/o Derek Brown, Interim County Administrator

Description:



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Request for Bids

Old Courthouse Mold Remediation Project

NOTICE IS HEREBY GIVEN that Franklin County, Kansas, is accepting sealed proposals for:

OLD COURTHOUSE MOLD REMEDIATION PROJECT

NOTICE OF CORRECTION: MANDATORY LOCATION VIEWING MEETING HAS CHANGED TO THURSDAY, NOVEMBER 3RD, 2016.

A MANDATORY location viewing meeting will take place at the Franklin County Old Courthouse Building, 315 South Main, Ottawa, KS on Thursday, November 3rd, 2016 at 10 a.m. All interested vendors should meet at the Old Courthouse Building as this will be the only time allowed to view the project area prior to the deadline to submit a bid. Only those who attend the mandatory meeting will be eligible to submit a project bid. All others will be discarded. For further questions, contact the County Administrator at 785-229-3485

Publication Date/Time:

10/20/2016 2:00 PM

Closing Date/Time:

11/10/2016 12:00 PM

Contact Person:

Franklin County Kansas
c/o Derek Brown, Interim County Administrator
Franklin County Annex
1428 S. Main, Suite 2
Ottawa, KS 66067
administration@franklincoks.org
785-229-3485

Business Hours:

Monday - Friday, 8am-5pm

Fax Number:

785.229.3449

Related Documents:

- [20161003_RFP_Mold Remediation \(001\)](#)
- [20161003_RFP_Mold Remediation Attachment A](#)

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315 S. MAIN OTTAWA, KS 68067

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Franklin County, Kansas

OLD COURTHOUSE MOLD REMEDIATION PROJECT

Vendor Identification: Indoor Air Technologies, Inc.
61 School Street
Suite B
Victor, NY 14564
Phone: 585.924.2010
Fax: 585.924.2135
Email: kim@iatcorpUSA.com
Federal ID#: 16-1550919

Time specified for receipt of offers: 11/10/2016 @ 12:00PM

Mold Remediation Project Price: \$17,500.00

Persons Authorized to Contractually obligate Indoor Air Technologies, Inc. With this proposal & in future Negotiations:

<u>Name</u>	<u>Title</u>	<u>Phone</u>
Rebecca S. Melton	President	585.924.2010

Persons to be contacted for Clarifications:

<u>Name</u>	<u>Title</u>	<u>Phone</u>	<u>Email</u>
Kim Swartz	Project Coordinator	585.924.2010	kim@iatcorpUSA.com

Signed

Rebecca S. Melton, President

11/8/16
Date



A Woman Business Enterprise

Rebecca S. Melton, President
61 School Street-Suite B
Victor, NY 14564
P: 585-924-2010
W: www.IATCORPUSA.com
E: rebecca@iatcorpsua.com



Capability Statement



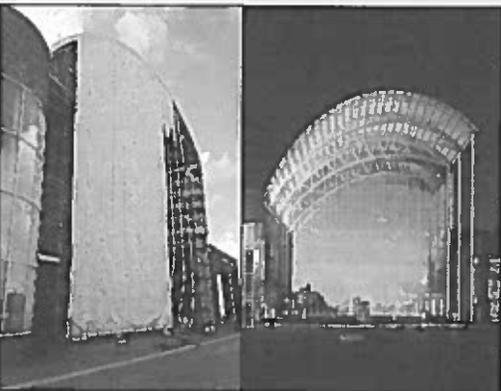
Company Overview

IAT is a Woman Owned Business that works nationwide, with corporate offices in upstate New York. IAT works closely with general contractors, architectural and engineering firms, industrial hygienists, HVAC/mechanical contractors, plant maintenance personnel, fire restoration companies and others. IAT brings the highest level of professionalism and expertise to every job we do. IAT's references speak for themselves for a complete list, please visit our website at www.IATCORPUSA.com.



Services

- Acoustical Ceilings
- Mechanical Cleaning/Decontamination HVAC
- Selective Demolition
- Shingle Roof Repair/Replacement/Installation
- Specialty Coatings/Insulation
- Hazardous Cleanup
- Pressure Power Washing Services
- Abatement/Remediation Services (Lead, Mold, PCBs, Mercury)
- Concrete Grinding & Refinishing
- Structural Cleaning/Maintenance



Differentiators

- 20+ Years of Experience
- Nationwide Travel Capabilities
- Woman Owned Business (WBENC)
- NADCA Certified (ASCS)
- Hazwoper Certified Laborers
- US EPA Certified (TSCA)



Corporate Data

- NAICS 561790, 238990, 562910
- CAGE 1KFV5
- DUNS 883692535
- Licensed/Bonded/Insured



hereby grants

National Women's Business Enterprise Certification

to

Indoor Air Technologies, Inc.

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).
This certification affirms the business is woman-owned, operated and controlled; and is valid through the date herein.

WBENC National WBE Certification was processed and validated by Women Presidents' Educational Organization - NY, a WBENC Regional Partner Organization.

Marsha Firestone, Ph.D.

Authorized by Marsha Firestone, Ph.D., President & Founder
Women Presidents' Educational Organization - NY



Certification Granted: 6/5/2013
Expiration Date: 06/05/2017
WBENC National Certification Number: 2005122484

NAICS Codes: 561790, 238990

UNSPSC Codes: 76111602





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/7/2016

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

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

PRODUCER Finger Lakes Partners LLC 62 Reed St P.O. Box 431 Geneva NY 14456		CONTACT NAME: Lisa Wimmer PHONE (A/C, No, Ext): (315) 789-0700 FAX (A/C, No): (315) 789-8577 E-MAIL ADDRESS: lwimmer@fingerlakesinsurance.com															
INSURED Indoor Air Technologies Inc 61 School St Suite B Victor NY 14564		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Ohio Security Ins Co</td> <td>24082</td> </tr> <tr> <td>INSURER B: Ohio Casualty Ins Co</td> <td>24074</td> </tr> <tr> <td>INSURER C: Hartford Underwriters Ins Co</td> <td>30104</td> </tr> <tr> <td>INSURER D: Hartford Life Insurance Co</td> <td>11000</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Ohio Security Ins Co	24082	INSURER B: Ohio Casualty Ins Co	24074	INSURER C: Hartford Underwriters Ins Co	30104	INSURER D: Hartford Life Insurance Co	11000	INSURER E:		INSURER F:	
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COVERAGES

CERTIFICATE NUMBER: 2016-2017

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		BKS55490793	3/23/2016	3/23/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 Expense Mod Factor 1 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		BAS55490793	3/23/2016	3/23/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Bus Auto Enhncmt Endt \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		USO55490793	3/23/2016	3/23/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	01WEC212784	3/27/2016	3/27/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	NYS DISABILITY		LNY634589	7/1/2016	7/1/2017	
A	Leased Rented Equipment		BKS55490793	3/23/2016	3/23/2017	Limit/Deductible 250,000/1,000

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

CERTIFICATE HOLDER**CANCELLATION**

Franklin County
 1428 South Main
 Suite 2
 Ottawa, KS 66067

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

K Kriegelstein/LRW

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INDOOR AIR TECHNOLOGIES

MOLD MITIGATION/REMEDIATION PROJECTS

Middle Smithfield Elementary School				
5180 Milford Road East Stroudsburg, PA 18302	Contact: Scott Ihle	570-656-4283 scott-ihle@esasd.net	Oct-16	\$ 118,000.00
Attic Mold Abatement				
Shenandoah National Park				
3655 US Highway 211 East Luray, VA 22835	Contact: Kevin Crisler	540-999-3500 kevin_crisler@nps.gov	Sep-16	\$ 17,885.00
Crawl Space Mold Remediation				
Tewksbury Hospital Centerpointe Building				
365 East Street Tewksbury, MA 01876	Contact: Roger Gauthier	978-851-7321 roger.gauthier@state.ma.us	Mar-16	\$ 47,120.00
Mold Remediation				
Tewksbury Hospital Saunders Building				
365 East Street Tewksbury, MA 01876	Contact: Patty-Jo Hanley	978-851-7321 patty-jo.hanley@massmail.state.ma.us	Oct-15	\$ 15,700.00
Basement Mold Remediation				
Rochester Community and Technical College				
2900 UCR Place Rochester, MN 55904	Contact: Ramon Staloch	507-285-7479 roman.staloch@rctc.edu	Apr-15	\$ 82,280.00
HVAC System Mold Mitigation				
Benton County Jail Admin Building				
1300 SW 14th Street Bentonville, AR 72712	Contact: John Sudduth	501-227-8900 john.sudduth@bentoncountyar.gov	Mar-15	\$ 116,000.00
Mold/Moisture Remediation				
Avalon Elementary School				
721 California Avenue Pittsburgh, PA 15202	Contact: Christopher Ursu	412-732-3300 cursu@northgate.k12.pa.us	Dec-14	\$ 21,400.00
Gym Hardwood Floor Mold Remediation				
Wyndham Rio Mar Beach Resort and Spa				
6000 Rio Mar Boulevard Rio Grande, PR 00745	Contact: Jeff Nolen	760-835-4833 jn.nolen@hotmail.com	Aug-14	\$1,343,055.76
Mold Remediation and Encapsulation of Lined HVAC System				
Heron Hills Winery				
9301 County Route 76 Hammondsport, PA 14840	Contact: Paul Wilson	800-441-4241	Aug-14	\$ 21,300.00
Cellar Cleaning and Mold Remediation				
US Coast Guard Rowing Center				
15 Mohegan Avenue New London, CT 06320	Contact: Bryan Goff	860-625-1047	May-14	\$ 28,430.00
Fungal Remediation				
Little Rock Job Corps Center				
6900 Scott Hamilton Drive Little Rock, AR 72209	Contact: Ruby Allen	501-618-2500 'Ruby Allen' < Allen.Ruby@jobcorps.org >	Jan-14	\$ 405,460.00
Crawl Space Water Intrusion and Mold Remediation				
Crowell Gymnasium				
51 Bridge Street Shelburne, MA 01370	Contact: Joe Judd	413-625-0300 joe@blackmers.com	Dec-12	\$ 18,400.00
Mold Remediation				
Charleston AFB				
101 East Hill Blvd Building 503 Joint Base Charleston, SC 29404	Contact: Tamara Lee	843-963-5158 tamara.lee.4@us.af.mil	Apr-11	\$ 18,800.00
Mold Remediation				