

ORANGE COUNTY
BOARD OF EDUCATION

AGENDA ITEM ABSTRACT

Meeting Date: May 28, 2013

AGENDA ITEM No. 13-05-(2)-12

ACTION ITEM: (Y/N) Y

SUBJECT: Orange High School Indoor Air Quality Remediation Contract Approval

INFO. CONTACT: Pam Jones, Interim Exec. Dir. Auxiliary Services PHONE: (919) 732-8126

ATTACHMENTS:

- Attachment 1: Solutous Group, LLC Proposal
- Attachment 2: Contract
- PowerPoint Presentation

PURPOSE: To consider approving a contract with the Solutous Group, LLC to provide indoor air quality remediation services for Orange High School over the summer break; for a cost of \$36,500.

BACKGROUND: As the Board may know, the District conducts air quality testing at each of its schools twice per year in spring and fall. This helps identify trouble areas and allows the District to aggressively pursue the source of any contamination while it is still manageable. Heretofore, however, remediation efforts have been accomplished piecemeal, so a single location could never be declared wholly clean. In consultation with Dr. Larry Curcio, President of The Solutous Group, LLC, a plan of action was devised that demonstrates a different—and what we think will be a more effective—method of dealing with indoor air quality issues in the future.

By way of introduction to those that may not be familiar with the company, The Solutous Group, LLC is located in Chapel Hill. Dr. Larry Curcio has provided services for the District for several years. His opinions and services are sought by companies of all sizes, both in the United States and internationally. We are fortunate to have this high quality resource at our doorstep. Given the knowledge and understanding Dr. Curcio has of District facilities; and the quality outcome consistently provided by Solutous Group, LLC, no RFP was issued for this service.

Orange High School is the District's highest priority indoor air quality project. The age of the school, as well as the design and condition of some of the mechanical equipment presents challenges for on-going acceptable levels of indoor air quality. As reflected in Attachment 1, the scope of work proposed by Solutous Group, LLC includes the following tasks that will vastly improve the indoor air quality at the school:

- Examination of all surfaces and potential reservoirs of mold including sinks, floor drains, HVAC systems, etc.
- Remediation
 - Remediation of existing mold will consist of multiple applications of selected biocidal materials designed to kill existing mold and prevent further growth in the future.

continued

- Remediation of all HVAC systems not previously cleaned. At this point in time there are approximately 20 separate ducted systems that will need attention.
- Remediation of all HVAC wall units not previously treated. At this point in time there are approximately 40 separate units that will need attention.
- Remediation of all HVAC ceiling units not previously treated. At this point in time there are approximately 80 individual ceiling unit systems that will need attention.
- Cleaning of all mechanical rooms duct systems not previously addressed
- Treatment of all floor drains with disinfectants
- Listing of problematic findings to be forwarded to Maintenance for Work Order follow-up
- Pressure washing of exterior building to remove surface mold growth
- Encapsulant treating and painting of treated areas in classrooms as required

By approaching this project in a holistic manner, the air quality issues will be addressed more thoroughly than has previously been possible at this facility.

Indoor air quality issues may often be traced to a variety of causes that involve proper maintenance and proper use of the building. As part of the contract, the Solutous Group, LLC will provide information and training for key personnel responsible for building maintenance and use—both employee and contractors—that will help keep the facility at its post-remediation level of cleanliness.

This work, along with other work on capital projects, is planned during the summer break when students and teachers are off site. Understanding some staff will remain on site during the summer, District staff and the Solutous Group will collaborate with school staff to ensure the work is coordinated in the least disruptive manner possible.

FINANCIAL IMPACT: Adequate funding is available in the Capital Investment Plan to fund the \$36,500 expenditure.

RECOMMENDATION: The Superintendent recommends the Board approve a contract with the Solutous Group, LLC to provide indoor air quality remediation services for Orange High School over the summer break; for a cost of \$36,500.

Attachment 2

TITLE: OHS: INDOOR AIR QUALITY REMEDIATION
FY: 2013

NORTH CAROLINA

ORANGE COUNTY

This Services Agreement (hereinafter "Agreement"), made and entered into this 28TH day of May, 2013, ("Effective Date") by and between Orange County Schools, a public school system under the control and supervision of the Orange County Board of Education, a body politic and corporate of the State of North Carolina (hereinafter, OCS) and Solutous Group, LLC, Chapel Hill, NC, (hereinafter, the "Provider").

WITNESSETH:

That the OCS and Provider, for the consideration herein named, do hereby agree as follows:

1. Services

a. Scope of Work.

- i) This Agreement is for services to be rendered by Provider to OCS with respect to:
 - Complete remediation of indoor air quality issues at Orange High School per the attached proposal dated May 2, 2013 (Exhibit 1); and
 - Training of key staff regarding on-going management of IAQ issues.
- ii) By executing this Agreement, the Provider represents and agrees that Provider is qualified to perform and fully capable of performing and providing the services required or necessary under this Agreement in a fully competent, professional and timely manner.
- iii) Time is of the essence with respect to this Agreement.
- iv) The services to be performed under this Agreement consist of Basic Services, as described and designated in Section 3 hereof. Compensation to the Provider for Basic Services under this Agreement shall be as set forth herein.

2. Responsibilities of the Provider

- a. Services to be provided. The Provider shall provide the OCS with all services required in Section 3 to satisfactorily complete the Project within the time limitations set forth herein and in accordance with the highest professional standards.

b. Standard of Care.

- i) The Provider shall exercise reasonable care and diligence in performing services under this Agreement in accordance with the highest generally accepted standards of this type of Provider practice throughout the United States and in accordance with applicable federal, state and local laws and regulations applicable to the performance of these services. Provider is solely responsible for the professional quality, accuracy and timely completion and/or submission of all work related to the Basic Services.
- ii) Provider shall be responsible for all errors or omissions, in the performance of the Agreement. Provider shall correct any and all errors, omissions, discrepancies, ambiguities, mistakes or conflicts at no additional cost to the OCS.
- iii) The Provider shall not, except as otherwise provided for in this Agreement, subcontract the performance of any work under this Agreement without prior written permission of the OCS. No permission for subcontracting shall create, between the OCS and the subcontractor, any contract or any other relationship.
- iv) Provider is an independent contractor of OCS. Any and all employees of the Provider engaged by the Provider in the performance of any work or services required of the Provider under this Agreement, shall be considered employees or agents of the Provider only and not of the OCS, and any and all claims that may or might arise under any workers compensation or other law or contract on behalf of said employees while so engaged shall be the sole obligation and responsibility of the Provider.
- v) Provider agrees that Provider, its employees, agents and its subcontractors, if any, shall be required to comply with all federal, state and local antidiscrimination laws, regulations and policies that relate to the performance of Provider's services under this Agreement.
- vi) If activities related to the performance of this Agreement require specific licenses, certifications, or related credentials Provider represents that it and/or its employees, agents and subcontractors engaged in such activities possess such licenses, certifications, or credentials and that such licenses certifications, or credentials are current, active, and not in a state of suspension or revocation.

3. Basic Services

- a. Basic Services. The Services to be rendered pursuant to this Agreement are described in the attached Exhibit 1, which is incorporated by reference and made part of this Agreement.

4. Duration of Services

- a. Term. The term of this Agreement shall commence upon the date of signature of this Agreement by both parties and shall conclude no later than July 31, 2013.
- b. Scheduling of Services.
 - i) The Provider shall schedule and perform his activities in a timely manner. All services that require access to school system property shall be coordinated in advance with the OCS designated representative. Provider's employees or other representatives shall follow all applicable OCS policies and procedures and school rules, including, but not limited to those regarding sign-in and sign-out procedures and those prohibiting smoking and the possession and use of drugs or alcohol while on OCS property.
 - ii) Should the OCS determine that the Provider is behind schedule, it may require the Provider to expedite and accelerate his efforts, including providing additional resources and working overtime, as necessary, to perform his services in accordance with the approved project schedule at no additional cost to the OCS.
 - iii) The Commencement Date for Providers Basic Services shall commence upon signature of this Agreement by both parties and shall be carried out commensurate with the attached timeline, Exhibit 2. The timeline may be adjusted based on mutual agreement by the parties.

5. Compensation

- a. Compensation for Basic Services. Compensation for Basic Services shall include all compensation due the Provider from the OCS for all services under this Agreement. The maximum amount payable for Basic Services, as defined in Exhibit 1, shall not exceed thirty-six thousand five-hundred dollars (\$36,500). Payment for Basic Services shall be paid as follows:
 - Lump sum payment within 30 days of an accurate invoice from Provider.

Payment shall be subject to provisions of Section 5(b).

- b. Disputes. In the event the amount stated on an invoice is disputed by the OCS, the OCS may withhold payment of all or a portion of the amount stated on an invoice until the parties resolve the dispute. Should Provider fail to perform its duties under the terms of this Agreement, OCS may, without fault or penalty, withhold any payment associated with the work to be performed until such time as said work is completed.
- c. Additional Services. OCS shall not be responsible for costs related to any services in addition to the Basic Services performed by Provider unless OCS requests such additional services in writing and such additional services are evidenced by a written amendment to this Agreement.

6. Responsibilities of the OCS

- a. Cooperation and Coordination. OCS has designated Frank Meadows to act as the OCS's representative with respect to the Project. Mr. Meadows, or his designee, shall have the authority to render decisions within guidelines established by the Superintendent and/or the Board of Education.

7. Insurance

- a. General Requirements. The Provider shall purchase and maintain and shall cause each of his authorized subcontractors to purchase and maintain, during the period of performance of this Agreement:
 - i) Worker's Compensation Insurance for protection from claims under workers' or workmen's compensation acts;
 - ii) Comprehensive General Liability Insurance covering claims arising out of or relating to bodily injury, including bodily injury, sickness, disease or death of any of the Provider's employees or any other person and to real and personal property including loss of use resulting thereof;
 - iii) Comprehensive Automobile Liability Insurance, including hired and non-owned vehicles, if any, covering personal injury or death, and property damage; and
 - iv) Professional Liability Insurance, covering personal injury, bodily injury and property damage and claims arising out of or related to the performance under this Agreement by the Provider or his agents, Providers and employees may be required at the discretion of OCS.
- b. Insurance Rating. The minimum insurance rating for any company insuring the Provider shall be Best's A.
- c. Limits of Coverage. Minimum limits of insurance coverage shall be as follows:

INSURANCE DESCRIPTION	MINIMUM REQUIRED COVERAGE
• Worker's Compensation	Limits for Coverage A - Statutory State of N.C. Coverage B - Employers Liability \$500,000 each accident and policy limit and disease each employee
• Commercial General Liability	\$1,000,000 Each Occurrence; \$2,000,000 Aggregate.
• Automobile Liability	Combined Single Limit \$500,000
• Professional Liability	\$1,000,000

- d. Additional Insured. All insurance policies (with the exception of Worker's Compensation and Professional Liability) required under this Agreement shall name the OCS as an additional insured party. Evidence of such insurance shall be furnished to the OCS, together with evidence that each policy provides the OCS with not less than thirty (30) days prior written notice of any cancellation, non-renewal or reduction of coverage.

8. Indemnity

- a. Indemnity. The Provider agrees to defend, indemnify and hold harmless the OCS from all loss, liability, claims or expense, including attorney's fees, arising out of or related to the Project and arising from bodily injury including death or property damage to any person or persons caused in whole or in part by the negligence or misconduct of the Provider except to the extent same are caused by the negligence or willful misconduct of the OCS. It is the intent of this provision to require the Provider to indemnify the OCS to the fullest extent permitted under North Carolina law.

9. Amendments to the Agreement

- a. Changes in Basic Services. Changes in the Basic Services and entitlement to additional compensation or a change in duration of this Agreement shall be made by a written Amendment to this Agreement executed by the OCS and the Provider. The Provider shall proceed to perform the Services required by the Amendment only after receiving a fully executed Amendment from the OCS.

10. Termination

- a. Termination for Convenience of the OCS. This Agreement may be terminated without cause by the OCS and for its convenience upon seven (7) days' prior written notice to the Provider.
- b. Other Termination. The Provider may terminate this Agreement based upon the OCS's material breach of this Agreement; provided, the OCS has not taken all reasonable actions to remedy the breach. The Provider shall give the OCS seven (7) days' prior written notice of its intent to terminate this Agreement for cause.
- c. Compensation After Termination.
 - i) In the event of termination, the Provider shall be paid that portion of the fees and expenses that it has earned to the date of termination, less any costs or expenses incurred or anticipated to be incurred by the OCS due to errors or omissions of the Provider.
 - ii) Should this Agreement be terminated, the Provider shall deliver to the OCS within seven (7) days, at no additional cost, all deliverables including any electronic data or files relating to the Project.
- d. Waiver. The payment of any sums by the OCS under this Agreement or the failure of the OCS to require compliance by the Provider with any provisions of this Agreement or the waiver by the OCS of any breach of this Agreement shall

not constitute a waiver of any claim for damages by the OCS for any breach of this Agreement or a waiver of any other required compliance with this Agreement.

11. Additional Provisions

- a. Limitation and Assignment. The OCS and the Provider each bind themselves, their successors, assigns and legal representatives to the terms of this Agreement. Neither the OCS nor the Provider shall assign or transfer its interest in this Agreement without the written consent of the other.
- b. Governing Law. This Agreement and the duties, responsibilities, obligations and rights of respective parties hereunder shall be governed by the laws of the State of North Carolina.
- c. Dispute Resolution. Any and all suits or actions to enforce, interpret or seek damages with respect to any provision of, or the performance or non-performance of, this Agreement shall be brought in the General Court of Justice of North Carolina sitting in Orange OCS, North Carolina. It is agreed by the parties that no other court shall have jurisdiction or venue with respect to such suits or actions. The Parties may agree to nonbinding mediation of any dispute prior to the bringing of such suit or action.
- d. Entire Agreement. This Agreement represents the entire and integrated agreement between the OCS and the Provider and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties. Modifications may be evidenced by facsimile signatures.
- e. Severability. If any provision of this Agreement is held as a matter of law to be unenforceable, the remainder of this Agreement shall be valid and binding upon the Parties.
- f. Ownership of Work Product. Should Provider's performance of this Agreement generate documents, items or things that are specific to this Project such documents, items or things shall become the sole property of the OCS and may be used by OCS in any manner without additional compensation to the Provider. The use of the documents, items or things by the OCS or by any person or entity for any purpose other than the Project as set forth in this Agreement shall be at the full risk of the OCS.
- g. Confidentiality
The parties expressly acknowledge that the documents and analysis to be provided to OCS in connection with this Agreement may be highly sensitive and confidential and may include specific detailed plans and drawings of public buildings. The parties further acknowledge that the public release of documents of this nature may jeopardize the health and safety of staff or students of OCS and may be exempt from disclosure from the North Carolina Public Records Act under N.C. Gen. Stat. 132-1.7. In recognition of the potentially highly sensitive and confidential nature of this information, Provider shall hold all such documents

and information in the strictest of confidence and shall not disclose any documents or information generated in connection with this Agreement to any third party without the express written consent of the Superintendent of OCS.

- h. Non-Appropriation. Provider acknowledges that OCS is a governmental entity, and the validity of this Agreement is based upon the availability of public funding under the authority of its statutory mandate.

In the event that public funds are unavailable and not appropriated for the performance of OCS's obligations under this Agreement, then this Agreement shall automatically expire without penalty to OCS immediately upon written notice to Provider of the unavailability and non-appropriation of public funds. It is expressly agreed that OCS shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Agreement.

In the event of a change in the OCS's statutory authority, mandate and/or mandated functions, by state and/or federal legislative or regulatory action, which adversely affects OCS's authority to continue its obligations under this Agreement, then this Agreement shall automatically terminate without penalty to OCS upon written notice to Provider of such limitation or change in OCS's legal authority.

- i. Monitoring and Auditing. Provider shall cooperate with the OCS, or with any other person or agency as directed by the OCS, in monitoring, auditing, or investigating activities related to this Agreement. Provider shall permit the OCS to evaluate all activities conducted under this Agreement as dictated by the OCS. Provider shall provide auditors retained by the OCS with access to any records and files related to the provision of services under this Agreement. The OCS agrees that its auditors will maintain the confidentiality of any trade secrets of Provider accessed during an audit conducted under this Agreement.
- j. Lunsford Act/Criminal Background Checks. All parties acknowledge that N.C. General Statute 14-208.18 prohibits anyone required to register as a sex offender under Article 27A of Chapter 14 of the General Statutes from knowingly being on the premises of any school or other facility dedicated to the care of minors. Provider shall conduct criminal background checks on each of its employees or agents who, pursuant to this Agreement, interacts with OCS students or provides services on OCS property or at OCS events. Such checks shall include an annual check of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry. Provider shall provide documentation to the District of criminal records and background checks before assigning its employees or agents to provide services under this Agreement. Provider shall likewise provide documentation to the District of its annual checks of the aforesaid sex-offender registries. The mandatory sex-offender registry checks may be completed by accessing the North Carolina Sex Offender Registry website at <http://sexoffender.ncdoj.gov/>. Under no circumstances shall any employee or agent be assigned to work with any student or on OCS property or at OCS events if (1) said worker appears on any of the aforesaid sex-offender

registries; (2) said worker has been convicted of a felony; (3) said worker has been convicted of any crime, whether misdemeanor or felony, involving sex, violence, or drugs; or (4) said worker has engaged in any crime or conduct indicating that the worker may pose a threat to the safety or well-being of students or school personnel.

Upon request, Provider will furnish the OCS with sufficient information to allow the District to perform its own criminal background checks on the Provider's employees and agents.

Provider further agrees that it has an ongoing obligation to provide the school system with the name of any new contractual personnel who may deliver goods or provide services under the Agreement. The OCS reserves the right to prohibit any contractual personnel of Provider from delivering goods or providing services under this Agreement.

Failure to comply with this provision shall be grounds for immediate termination of the Agreement.

- k. Notices. Any notice required by this Agreement shall be in writing and delivered by certified or registered mail, return receipt requested to the following:

Orange County Schools
Attention: Superintendent
200 East King Street
Hillsborough, NC 27278

Solutous Group, LLC
Attention: Dr. Larry Curcio
1217 Salem Lane
Chapel Hill, NC 27516

IN WITNESS WHEREOF, the Parties, by and through their authorized agents, have hereunder set their hands and seal, all as of the day and year first above written.

ORANGE COUNTY BOARD OF EDUCATION

SOLUTOUS GROUP, LLC

_____(Seal)
Donna Coffey, Chair

_____(Seal)
Dr. Lawrence N. Curcio, President

Attest:

Attest:

G. Patrick Rhodes, Superintendent

Corporate Secretary

This instrument has been pre-audited in the manner required by the Schools Budget and Fiscal Control Act.

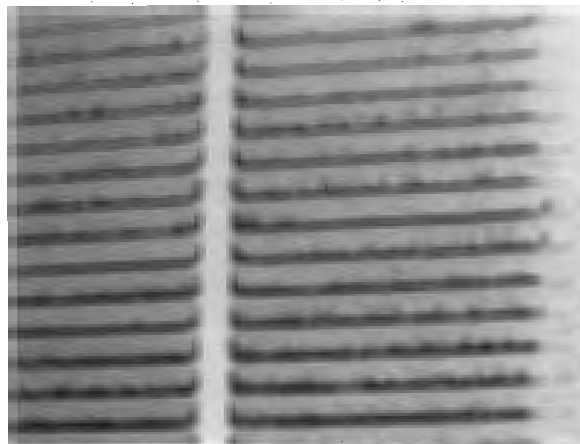
Indoor Air Quality Remediation Proposal Orange High School

Larry Curcio, Ph.D.
The Solutous Group

Solutous Group conducts semi-annual evaluations of all OCS schools. Reports consist of results evaluating:

- Carbon dioxide measurements
- Carbon monoxide measurements
- Relative humidity
- Temperature
- Surface sampling
- Aerosol sampling
- Photographs and visual observations

OHS Results and Recommendations May 2013



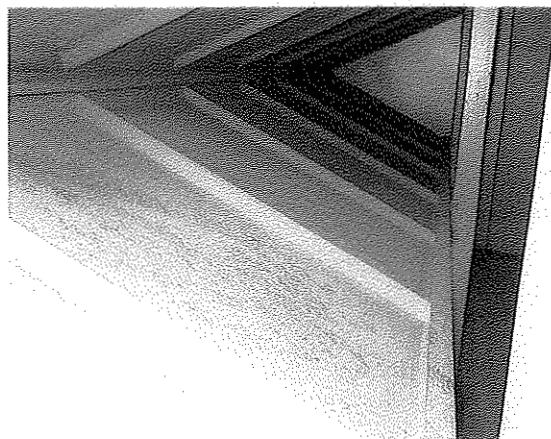
Snapshot of OHS

- ✱ At OHS, there have been recurrent IAQ issues resulting in:
 - Elevated mold counts
 - Higher than normal CO₂ levels
 - High counts of other materials in the air such as fibers, skin cells, pollen
 - High humidity levels
- ✱ Remediation has been area/issue specific.
- ✱ Solutous has addressed concerns from school administrators, staff, press, parents, over time

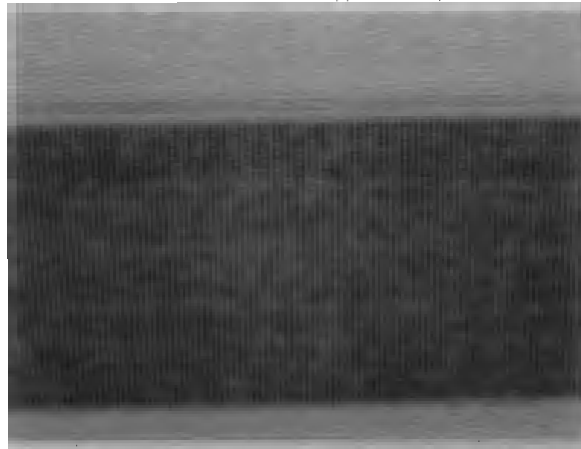
External HVAC Unit



HVAC interior needs remediation



HVAC must be cleaned to properly function



Exterior of building needs remediation



Exterior of building needs remediation



Recommendations

- ☛ Meet with OHS Administration to schedule for summer
- ☛ Disassemble and remediate all HVAC units
- ☛ Disassemble and remediate all wall units
- ☛ Disassemble and remediate all suspended ceiling units
- ☛ Clean all supply/return diffusers/covers
- ☛ Train custodians on scheduled cleaning
- ☛ Train HVAC filter tech on when to notify F. Meadows
- ☛ Power wash/treat with biocides exterior of building
- ☛ Apply biocides and re-paint certain classrooms where mold is actively growing

Summary

- There are potentially significant IAQ issues
- No single group is wholly responsible
- These issues are very resolvable
- Meaningful corrective actions will require the support of entire school community
- Proposal of specific forward actions drafted for review by Administration, Maintenance, BoE