



## ALAMANCE COUNTY

### Health Department

Environmental Health Section  
209 North Graham-Hopedale Road  
Burlington, NC 27217-2971  
<http://www.alamance-nc.com/envhealth/>

**Stacie Turpin Saunders, MPH**  
Health Director

**Carl I. Carroll, REHS, MBA**  
Environmental Health Director

(336) 570-6367  
FAX (336) 570-6362

### NOTICE OF LEAD POISONING HAZARDS

02/22/2017

Alamance Burlington School System  
Pleasant Grove Elementary School  
c/o Sharon Lamberth, Principle  
2847 Pleasant Grove Union School Rd.  
Burlington, NC 27217

**Re: 2847 Pleasant Grove Union School Rd. \* \***

Dear ABSS:

An inspection of your property at 2847 Pleasant Grove Union School Rd. Burlington, NC 27217, revealed the presence of lead poisoning hazards. The paint and dust have been identified as a source of lead exposure to a child less than six years of age. Elevated blood lead levels in young children are associated with reduced intelligence, learning difficulties, decreased growth and, in extreme cases, death.

It is recommended that the lead poisoning hazards identified on your property be remediated. If remediated, the lead poisoning hazards identified on your property must be remediated in accordance with a Remediation Plan approved by this Department. Upon, your request, this Department will assist you in developing a remediation plan.

A list of possible methods for remediating the lead poisoning hazards is attached and is considered a part of this Notice by reference. North Carolina law requires that the lead hazards be remediated within **60 days** once this Department has approved your plan and that you notify the Department and the occupants of the dates when this work will occur at least **3 days** prior to beginning the remediation activities.



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1. XRF readings of 1.0 mg/cm<sup>2</sup> or above indicate the presence of lead-based paint. Multiple painted surfaces had XRF readings of greater than 1.0 milligrams lead per square centimeter. The paint was not intact where most of these readings were taken. Areas with accessible non-intact paint include window casings, frames and sills, bulletin boards, baseboards, and doors; including door jambs, casings and headers. The chipping, flaking, peeling, worn and subject to abrasion lead-based paint is considered a lead poisoning hazard to children.
2. Lead dust hazard results indicate lead dust hazards inside the school. Dust samples were taken from the floors, window sills and a bulletin board chalk tray. See chart above for lead dust hazard results. Any concentration of lead dust in areas sampled that is equal to or greater than 40 micrograms per square foot on floors or 250 micrograms per square foot on interior window sills is considered a lead poisoning hazard accessible to children.
3. The composite soil sample was taken within three feet of the school foundation in the playground area on side C outside of classrooms 29, 31 & 33. Soil lead concentration is 22 ppm in the composite sample. The soil is **not** considered a lead poisoning hazard accessible to children. Any concentration of lead in this bare soil equal to or greater than 400 parts per million is a lead poisoning hazard.
4. An inorganic water sample was taken. Water sample results **do not** indicate a lead hazard. Lead concentration is < 5 ppb. Any concentration of lead in drinking water equal to or greater than 15 parts per billion is considered a lead poisoning hazard.

### **RECOMMENDATIONS FOR REMEDIATION OF LEAD POISONING HAZARDS:**

The following **recommendations** are being provided to assist in remediating the lead poisoning hazards identified at the residence located at 2847 Pleasant Grove Union School Rd. Burlington, NC. The hazards identified **should be** remediated in accordance with North Carolina General Statutes 130A-131.5 and Title 15A North Carolina Administrative Code 18A .3100.

There are two primary methods used to control lead poisoning hazards:

1. **Maintenance activities** (i.e., interim control methods)
2. **Abatement of lead hazard—certified contractors are required**

### **MAINTENANCE ACTIVITIES:**



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**Conduct maintenance activities using *lead-safe work practices* as described in the enclosed guidelines.**

**Maintenance activities include repairing and repainting all surfaces that were identified positive for lead-based paint.**

Friction surfaces on doors and windows can be replaced or repainted. It is recommended that a protective strip be installed on the door impact surfaces.

**Conduct Specialized Cleaning** to remove dust that may contain lead.

For **lead-contaminated soil**, an approved covering (e.g., mulch, sod, or other vegetative cover) of four to six inches must be established and maintained in areas of bare soil within three feet of the dwelling and any other area of bare soil identified as a lead poisoning hazard. **Or**, if choosing abatement, areas of bare soil should be (a) physically restricted by a permanent barrier, (b) removed; or (c) paved over with concrete or asphalt.

### **ABATEMENT:**

**Methods of abatement involve using a certified lead abatement contractor (see \*Notice to follow)**

Remediation of lead based paint hazards at 2847 Pleasant Grove Union School Rd. Burlington, NC by using remodeling or maintenance standard include the following requirements:

- 1) Using safe work practices, clean interior surfaces to remove possible lead contaminated dust or dust from abrasion sources such as door edges and jambs, and floor surfaces (including front porch and back steps). Keep surfaces clean.
- 2) Removing and replacing components such as windows and doors.
- 3) Enclosing a surface with approved materials and methods such as paneling.
- 4) Using vinyl or aluminum coverings for the trough and sills and seal the edges.
- 5) Removing lead-based paint from a surface and repainting the surface.
- 6) Encapsulating a surface with an approved sealant.

**If you choose abatement as a form of remediation you must use a certified contractor to perform the work.**

Areas where lead paint is presently intact must be maintained or these areas could become lead hazards in the future.



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The following methods of lead-based paint abatement are **prohibited** by law:

- 1) Stripping paint on-site with methylene chloride-based solutions;
- 2) Torch or flame burning;
- 3) Heating paint with a heat gun above 1100 degrees Fahrenheit;
- 4) Covering with new paint, or wallpaper unless all readily accessible lead-based paint has been removed;
- 5) Uncontrolled abrasive blasting; or
- 6) Uncontrolled water blasting.

### **FEDERAL DISCLOSURE REQUIREMENTS:**

HUD and EPA jointly produced a rule that requires landlords and sellers to disclose knowledge of lead-based paint and lead-based paint hazards. The landlord and seller must provide the pamphlet *Protect your Family from Lead in your Home*. Information can be obtained by calling the National Lead Information Clearinghouse at 1-800-424-LEAD. Additional information on the disclosure rule is enclosed with this report.

### **ADDITIONAL RECOMMENDATIONS:**

Frequent hand washing will help reduce lead exposure.

### **NOTICES AND OTHER IMPORTANT INFORMATION**

In accordance with G.S. 130A-131.9B, upon determination that a lead poisoning hazard exists, the Department shall give written notice to the owner or managing agent of the residential housing unit and to all persons residing in, attending, or regularly visiting the unit.

\*Certification is required for lead-based paint activities, including abatement. If needed, a list of lead-Based Paint Certified Firms approved by the NC Department of Health and Human Services, Health Hazards Control Unit (HHCU) may be obtained by calling (919) 707-5950. Please contact the HHCU, for any questions regarding certification requirements. The Renovation, Repair and Painting (RRP) Program Rule effective April 22, 2010 applies to all renovation work performed in residential houses, apartments and child-occupied facilities built before 1978. Those affected by the RRP rule should read the complete rule, which is available on EPA's website at: <http://www.epa.gov/lead/pubs/renovation.htm>.



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**Important disclosure information: Federal law requires that the seller or landlord make this report available to any potential buyer or tenant of the property addressed in this report when purchase or lease agreements are signed.**

For more information about the NC Childhood Lead Poisoning Prevention Program, please contact the Children's Environmental Health Services in Raleigh toll free at (888) 774-0071. If you have any questions about the material in this report please contact Mr. Carl Carroll, Environmental Health Director, Alamance County Department of Public Health at (336) 570-6367.

This report was prepared by:

Elizabeth A. Ellmore, REHS  
Alamance County Health Department

Enclosures

Cc: David Brown, RREHS  
Sally Allen, DCD Child Care Consultant  
File



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The following methods of lead-based paint REMEDIATION are prohibited by law:

1. stripping paint on-site with methylene chloride-based solutions;
2. torch or flame burning;
3. heating paint with a heat gun above 1100 degrees Fahrenheit;
4. covering with new paint, or wallpaper unless all readily accessible lead-based paint has been removed;
5. uncontrolled abrasive blasting;
6. uncontrolled waterblasting; or
7. dry scraping, unless used in conjunction with heat guns, or around electrical outlets.

Enclosed is a copy of the environmental investigation report identifying the lead poisoning hazards found on your property. Questions about this Notice or requests for assistance in complying with this Notice should be directed to me at the address listed above.

Sincerely,

Elizabeth A. Ellmore, REHS

Enclosure

cc: Regional Environmental Health Specialist



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Public's Health in Alamance County**



Joseph Fuller <jay\_fuller@abss.k12.nc.us>

## Pleasant Grove Elementary School

2 messages

Elizabeth Ellmore <Elizabeth.Ellmore@alamance-nc.com>  
To: "jay\_fuller@abss.k12.nc.us" <jay\_fuller@abss.k12.nc.us>

Mon, Feb 20, 2017 at 11:30 AM

Jay,

Could you please send me a copy of the floor plan with the dates of construction?

Thanks,

*Elizabeth A. Ellmore, REHS*

Alamance County Environmental Health

209 N. Graham-Hopedale Rd.

Burlington, NC 27217

ph **336-570-6367** ex 321

fax **336-570-6362**

 Before printing this e-mail please consider the environment and cost.

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**For the Community**

**Click on this link:** <http://www.zoomerang.com/Survey/WEB22CTLTEQYDD/>



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Jay fuller <jay\_fuller@abss.k12.nc.us>  
To: Elizabeth Ellmore <Elizabeth.Ellmore@alamance-nc.com>

Mon, Feb 20, 2017 at 11:53 AM

Ms. Ellmore,

Sorry I thought I sent that last week, attached find the info.

*Jay Fuller*  
*Director of Facilities and Maintenance*  
*Alamance-Burlington School System*  
*307 Prison Camp Road, Graham, NC 27253*  
*Office (336)570-6482 Fax (336) 570-6485*  
*Cell (336)516-3322*  
*jay\_fuller@abss.k12.nc.us*

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 **Pleasant Grove.pdf**  
390K





Joseph Fuller <jay\_fuller@abss.k12.nc.us>

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## Sherwin-Williams Price Quote for ALAMANCE-BURLINGTON SCHOOL SYS - Pleasant Grove Elementary

6 messages

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Andrew Gentry <swrep4543@sherwin.com>

Mon, Feb 13, 2017 at 10:15 AM

To: jay\_fuller@abss.k12.nc.us

Attached please find the Sherwin-Williams quote for Pleasant Grove Elementary

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 **SW Quote 3387885.pdf**  
57K

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Jay fuller <jay\_fuller@abss.k12.nc.us>

Mon, Feb 13, 2017 at 11:03 AM

To: "Dr. Todd Thorpe" <todd\_thorpe@abss.k12.nc.us>

Dr. Thorpe,

Just got this email from Andrew, for the blinds at Pleasant Grove. He said it will be 7 working days before we can get them. I tried but can't get the others to work.

*Jay Fuller*  
*Director of Facilities and Maintenance*  
*Alamance-Burlington School System*  
*307 Prison Camp Road, Graham, NC 27253*  
*Office (336)570-6482 Fax (336) 570-6485*  
*Cell (336)516-3322*  
*jay\_fuller@abss.k12.nc.us*

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 **SW Quote 3387885.pdf**  
57K

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Todd Thorpe <todd\_thorpe@abss.k12.nc.us>

Mon, Feb 13, 2017 at 11:12 AM

To: Joseph Fuller <jay\_fuller@abss.k12.nc.us>, Misty Brown <misty\_brown@abss.k12.nc.us>

Misty

Increase the PO at Sherwin Williams to cover when you return.

Todd

[Quoted text hidden]

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 **SW Quote 3387885.pdf**

**jay\_fuller@abss.k12.nc.us** <jay\_fuller@abss.k12.nc.us>  
To: Todd Thorpe <todd\_thorpe@abss.k12.nc.us>  
Cc: Misty Brown <misty\_brown@abss.k12.nc.us>

Mon, Feb 13, 2017 at 11:20 AM

Thanks

Jay Fuller  
Director of Facilities and Maintenance  
Alamance-Burlington School System  
Office-336-570-6482  
Cell-336-516-3322

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<SW Quote 3387885.pdf>

**Jay fuller** <jay\_fuller@abss.k12.nc.us>  
To: Todd Thorpe <todd\_thorpe@abss.k12.nc.us>  
Cc: Misty Brown <misty\_brown@abss.k12.nc.us>

Mon, Feb 20, 2017 at 2:35 PM

Misty,

Do you have a PO for Pleasant Grove Blinds, or do we put them on our regular PO?

*Jay Fuller*  
*Director of Facilities and Maintenance*  
*Alamance-Burlington School System*  
*307 Prison Camp Road, Graham, NC 27253*  
*Office (336)570-6482 Fax (336) 570-6485*  
*Cell (336)516-3322*  
*jay\_fuller@abss.k12.nc.us*

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**Misty Brown** <misty\_brown@abss.k12.nc.us>  
To: Jay fuller <jay\_fuller@abss.k12.nc.us>

Mon, Feb 20, 2017 at 2:48 PM

Use 2309036  
Thanks!!

[Quoted text hidden]

—  
*Misty Brown*  
*Administrative Assistant to the*  
*Assistant Superintendent for Operations*  
*ABAEOP President*  
*1712 Vaughn Rd.*  
*Burlington, NC 27217*  
*(336)438-4150*  
*Fax (336)570-6540*

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**Emailing - Jay Fuller Burlington Schools.pdf**

2 messages

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**Clarence** <cmann45@bellsouth.net>  
To: jay\_fuller@abss.k12.nc.us

Tue, Feb 14, 2017 at 2:30 PM

Thank you for your business

Clarence Mann

President

Vistabution LLC

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 **Jay Fuller Burlington Schools.pdf**  
3321K

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**Jay fuller** <jay\_fuller@abss.k12.nc.us>  
To: "Dr. Todd Thorpe" <todd\_thorpe@abss.k12.nc.us>

Tue, Feb 14, 2017 at 2:31 PM

Dr. Thorpe,

See attached paperwork for the work done at Pleasant Grove this past weekend. Also the sheet that shows who worked on site.

*Jay Fuller*  
*Director of Facilities and Maintenance*  
*Alamance-Burlington School System*  
*307 Prison Camp Road, Graham, NC 27253*  
*Office (336)570-6482 Fax (336) 570-6485*  
*Cell (336)516-3322*  
*jay\_fuller@abss.k12.nc.us*

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 **Jay Fuller Burlington Schools.pdf**  
3321K

Vistabution LLC  
 8315 Six forks Road  
 Suite 205  
 Raleigh NC 27615

9909

**INVOICE**

Attn Jay Fuller

**Customer**

Name Alamance -Burlington School systems  
 Address 1712 Vaughn Road  
 City Burlington State NC ZIP 27217  
 Phone \_\_\_\_\_

Date 2/14/2017  
 Requisition \_\_\_\_\_  
 FOB \_\_\_\_\_

Qty	Description		TOTAL
	Pleasant Grove Contract LBP Stabilization		
1	LBP Lead Base paint in 4 Class rooms and one office gym Environment Certify personal 3/12 hours each 36 x 49.50	\$1,782.00	
2	Environment Certify project manage 12 hours x 60.50	\$726.00	
3	Waste disposal min cost 1 x 385	\$385.00	
4	Materials 1 x 325	\$325.00	
5	Paint Crew 9 men 12.5 hours each 112.50 x 38.50	\$4,331.25	

**Payment Details**

- Cash
- Check
- Credit Card

Name Net Due of receipt of invoice  
 CC # \_\_\_\_\_ Expires \_\_\_\_\_

Shipping & Handling \_\_\_\_\_  
 Taxes North Carolina \_\_\_\_\_  
**TOTAL** **\$7,549.25**

Office Use Only

*net due*

For and in consideration of the mutual promises set forth in the Contract the parties do mutually agree as follows:

1. **Obligations of Provider.** Provider hereby agrees to provide services to the School System as follows:
  - 1.1. Identified areas at Pleasant Grove Elementary School by the Department of Health and the Alamance Health Department will be properly remediated to provide a safe environment for students. Specific areas include the Pre-K Classroom, Kindergarten Classroom, Resource Rooms, Gym, Counselor Area and Main Office Area. Work will be completed in a timely manner acceptable to the School System in full compliance with the terms and conditions of this Contract, including any documents incorporated by reference.
  - 1.2. **Qualifications of Provider.** Provider warrants that all agents or employees of Provider who will provide services under this Contract will be fully qualified, possess any requisite licenses, and otherwise be legally entitled to perform the services provided, and shall exercise the skill and care customarily exercised by duly licensed and qualified providers of the same or similar services.
  - 1.3. **Records Maintenance.** Provider shall maintain written documentation of any service provided, including any required documentation meeting the requirements of applicable federal, state and local laws and regulations.
2. **Obligations of the School System.**
  - 2.1. The School System hereby agrees to compensate Provider for services rendered, with total payments not to exceed *10,000.00*. With the School System's written consent, payments may be made in monthly installments for work performed and accepted during the previous month.
  - 2.2. In the event of inclement weather, fire, power failure, or other similar occurrence, which may necessitate the cancellation of the delivery of the service(s), and an alternate date cannot be agreed upon, the School System will be under no obligation to compensate Provider for services not rendered.
3. **Term.** The services described in the Contract will be provided from February 11, 2017 through February 12, 2017 unless sooner terminated as herein provided.
4. **Compensation.** The School System hereby agrees to compensate Provider in the amount of *not to exceed \$10,000.00* once all services have been rendered in accordance with the terms of this Contract. Provider shall provide School System with invoice(s) itemized by service provided the number of hours worked and by whom, the date(s) that services were provided, and the amount owed, along with any supporting documentation that may be requested in advance by School System. The School System shall process payments to Provider within forty-five (45) days of submission of such invoice(s). In the event of inclement weather, fire, power failure, or other similar occurrence, which may necessitate the cancellation of the delivery of the service(s), and an alternate date cannot be agreed upon, the School System will be under no obligation to compensate Provider for services not rendered.
5. **Termination for Convenience.** The School System may terminate this Contract at any time at its complete discretion upon twenty (20) calendar days' notice in writing from the School System to

6. **Termination for Default.** At any time, the School System may terminate this Contract immediately and without prior notice if provider is unable to meet goals and timetables or if the School System is dissatisfied with the quality of services provided.
7. **Terms and Methods of Payment.** Provider shall submit to the School System monthly invoices itemized by service provided, the number of hours worked and by whom, the date(s) that services were provided, and the amount owed, along with any supporting documentation that may be requested in advance by the School System. Such invoices shall be submitted within thirty (30) days of the rendering of services. The School System shall process payments to Provider within forty-five (45) days of submission of such invoices. Invoices should be sent to Alamance-Burlington School System 1712 Vaughn Road Burlington, NC 27217 for review and approval.
8. **Contract Funding.** It is understood and agreed between Provider and the School System that the School System's payment obligation under this Contract is contingent upon the availability of appropriated funds from which payment for Contract purposes can be made.
9. **Insurance.** Provider agrees to maintain Commercial General Liability in amount of \$1,000,000 each occurrence, \$1,000,000 each occurrence in Personal & Advertising Injury with \$2,000,000 General Aggregate, and \$2,000,000 Products/Completed Operations Aggregate. Provider shall maintain \$1,000,000 in automobile liability, and other appropriate insurance, as well as Workers Compensation in the required statutory amount for all employees participating in the provision of services under this Contract. The Alamance-Burlington Board of Education shall be named by endorsement as an additional insured on the General and Automobile Liability policies. Certificates of such insurance shall be furnished by Provider to the School System and shall contain an endorsement to provide the School System at least 10 days' written notice of any intent to cancel or terminate by either Provider or the insuring company. Failure to furnish insurance certificates or maintain such insurance shall be a default under this Contract and shall be grounds for immediate termination of this Contract.
10. **Taxes.** Provider shall pay all federal, state, and FICA taxes for all employees participating in the provision of services under this Contract.
11. **Monitoring and Auditing.** Provider shall cooperate with the School System, or with any other person or agency as directed by the School System, in monitoring, auditing, or investigating activities related to this Contract. Provider shall permit the School System to evaluate all activities conducted under this contract as dictated by the School System. Provider shall provide auditors retained by the School System with access to any records and files related to the provision of services under this Contract. The School System agrees that its auditors will maintain the confidentiality of any identified and actual trade secrets of Provider accessed during an audit conducted under this Contract.
12. **Confidentiality of Student Information.** Provider agrees that all student records or personally identifiable information contained in student records that may be obtained in the course of providing services to the School System under this contract shall be subject to the confidentiality and disclosure provisions of applicable federal and state statutes and regulations as well as the School System's policies. All student records shall be kept in a secure location preventing access by unauthorized individuals. Provider will maintain an access log delineating date, time, agency, and identity of individual accessing student records who is not in the direct employ of Provider. Provider shall not forward to any person other than parent or the School System any student record or personally identifiable information obtained from a student record (including, but not limited to, the student's identity) without the written consent of the School System. Upon termination of this Contract, Provider shall turn over to the School System all student records or personally identifiable information about

premises of any school. Provider shall conduct or arrange to have offender registry checks on each of its owners, employees, agents and subcontractors ("contractual personnel") who will engage in any service on or delivery of goods to School System property or at a School System sponsored event, except checks shall not be required for individuals who are solely delivering or picking up equipment, materials, or supplies at: (1) the administrative office or loading dock of a school; (2) non-school sites; (3) schools closed for renovation; or (4) school construction sites. The checks shall include at a minimum checks of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry ("the Registries"). For Provider's convenience only, all of the required registry checks may be completed at no cost by accessing the United States Department of Justice Sex Offender Public Website at <http://www.nsopw.gov/>. Provider shall provide certification on the Sexual Offender Registry Check Certification Form (Attachment A) that the registry checks were conducted on each of its contractual personnel providing services or delivering goods under this Contract prior to the commencement of such services or the delivery of such goods. Provider shall conduct a current initial check of the registries. The sex offender registry checks shall be conducted within 30 days of Provider's execution of the Contract and prior to performing any services on School System property. In addition, Provider agrees to conduct the registry checks and provide a supplemental certification form before any additional contractual personnel are used to deliver goods or provide services pursuant to this Contract. Provider further agrees to conduct annual registry checks of all contractual personnel and provide annual certifications at each anniversary date of this Contract. Provider shall not assign any individual to deliver goods or provide services pursuant to this Contract if said individual appears on any of the listed registries. Provider agrees that it will maintain all records and documents necessary to demonstrate that it has conducted a thorough check of the registries as to each contractual personnel, and agrees to provide such records and documents to the School System upon request. Provider specifically acknowledges that the School System retains the right to audit these records to ensure compliance with this section at any time in the School System's sole discretion. Failure to comply with the terms of this provision shall be deemed a material breach of the Contract. If requested by the School System, the Provider shall provide sufficient background information regarding any or all contractual personnel who may deliver goods or perform services under this contract in order to allow the School System to perform a criminal background check on each individual at the School System's expense. 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 Contract. The School System reserves the right to prohibit any contractual personnel of Provider from delivering goods or providing services under this Contract if the School System determines, in its sole discretion, that such contractual personnel may pose a threat to the safety or well-being of students, school personnel or others, or if such contractual personnel may otherwise pose a risk to the School System's operations. Failure to comply with the terms of this provision shall be deemed a material breach of the Contract.

14. **Indemnification.** Provider shall indemnify and hold harmless the School System and its agents and employees from and against all claims, actions, demands, costs, damages, losses, and/or expenses of any kind whatsoever proximately resulting from the omission or commission of any act, lawful or unlawful, by Provider or its agents and/or employees, including but not limited to court costs and attorney's fees, incurred in connection with the defense of said matters. The parties agree that this indemnification clause is an "evidence of indebtedness" for purpose of N. C. Gen. Stat. § 6-21.2.
15. **Relationship of Parties.** Provider shall be an independent contractor of the School System, and nothing herein shall be construed as creating a partnership or joint venture; nor shall any employee of Provider be construed as an employee, agent, or principal of the School System.

Statutes) requiring use of the E-Verify system for employers who employ twenty-five (25) or more employees and that it is and will remain in compliance with these laws at all times while providing services pursuant to this Contract. Provider shall also ensure that any of its subcontractors (of any tier) will remain in compliance with these laws at all times while providing subcontracted services in connection with this Contract. Provider is responsible for providing affordable health care coverage to all of its full-time employees providing services to the School System. The definitions of "affordable coverage" and "full-time employee" are governed by the Affordable Care Act and accompanying IRS and Treasury Department regulations.

17. **Compliance with Iran Divestment Act of 2015.** Provider certifies that as of the date of this Contract, Provider is not listed on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.58. Provider understands that it is not entitled to any payments whatsoever under this Contract if this certification is false. The individual signing this Contract certifies that he or she is authorized by Provider to make the foregoing statement.
18. **Anti-Nepotism.** Provider warrants that, to the best of its knowledge and in the exercise of due diligence, none of its corporate officers, directors, or trustees and none of its employees who will directly provide services under this Contract are immediate family members of any member of the Alamance-Burlington Board of Education or of any principal or central office staff administrator employed by the School System. For purposes of this provision, "immediate family" means spouse, parent, child, brother, sister, grandparent, or grandchild, and includes step, half, and in-law relationships. Should Provider become aware of any family relationship covered by this provision or should such a family relationship arise at any time during the term of this Contract, Provider shall immediately disclose the family relationship in writing to the Superintendent of Schools. Unless formally waived by the School System, the existence of a family relationship covered by this Contract is grounds for immediate termination by School System without further financial liability to Provider.
19. **Applicable School Board of Education Policies.** Provider acknowledges that the Alamance-Burlington Board of Education has adopted policies governing conduct on School System property and agrees to abide by any and all relevant Board policies while on School System property. The Provider acknowledges that Board's policies are available on the School System's website.
20. **Assignment.** Provider shall not assign, subcontract, or otherwise transfer any interest in this contract without the prior written approval of the School System.
21. **Contract Modifications.** This contract may be amended only by written amendments duly executed by and between the School System and Provider.
22. **North Carolina Law.** North Carolina law will govern the interpretation and construction of the Contract.
23. **Order of Precedence.** The Parties do hereby agree that in the event of conflict between the terms and conditions of this Contract and the terms and conditions in an agreement entered into between the parties at the same time as or prior to this Agreement, the terms and conditions of this Agreement shall prevail.
24. **Entire Agreement.** This Contract, including the purchase order, if any, used in connection herewith and any other document(s) expressly incorporated by reference as a part of this Contract, constitutes and expresses the entire agreement and understanding between the parties concerning its subject matter. This Contract supersedes all prior and contemporaneous discussions, promises, representations, agreements and understandings relative to the subject matter of this contract. To the extent there may be any conflict between the four corners of this Contract and other documents incorporated by reference herein, the terms of this Contract will control.





Project Name: Pleasant Grove Contract: LBP Stabilization

Check the appropriate box to indicate the type of check:

Initial  Supplemental  Annual

I, Clarence mow (insert name), President (insert title) of \_\_\_\_\_ (insert company name) hereby certify that I have performed all of the required sexual offender registry checks required under this Agreement for all contractual personnel (employees, agents, ownership personnel, or contractors) who may be used to deliver goods or provide services under this Agreement, including the North Carolina Sex Offender and Public Protection Registration Program, the North Carolina Sexually Violent Predator Registration Program, and the National Sex Offender Registry (Note: all of the required registry checks may be completed at no cost by accessing the United States Department of Justice Sex Offender Public Website at <http://www.nsopw.gov/>). I further certify that none of the individuals listed below appears on any of the above-named registries and that I will not assign any individual to deliver goods or perform services under this Agreement if said individual appears on any of the sex offender registries. I agree to maintain all records and documents associated with these registry checks, and that I will provide such records and documents to the school system upon request. I specifically acknowledge that the school system retains the right to audit these records to ensure compliance with this section at any time in the school system's sole discretion. I acknowledge that I am required to perform these checks and provide this certification form before any work is performed under the Agreement (initial check), any time additional contractual personnel may perform work under the Agreement (supplemental check), and at each anniversary date of the Agreement (annual check).

**Contractual Personnel Names**

**Job Title**

- |    |                            |  |
|----|----------------------------|--|
| 1. | <u>Edwin "Jase" Aleman</u> | <u>Project Manager</u>                       |
| 2. | <u>David Cabrera</u>       | <u>NC AB-Sup #33870 Lead # 38225 ex.01-1</u> |
| 3. | <u>Cesar Aleman</u>        | <u>NC AB- # 62625</u>                        |
| 4. | <u>Rossy Flores</u>        | <u>NC AB- # 71345</u>                        |
| 5. | _____                      | _____  |
| 6. | _____                      | _____  |
| 7. | _____                      | _____  |

I attest that the forgoing information is true and accurate to the best of my knowledge.

Clarence mow (print name)

Cl (signature / date)