



**NORTH CAROLINA COMMUNITY COLLEGE SYSTEM**  
*H. Martin Lancaster, President*

February 10, 2005

**IMPORTANT!**  
**RESPONSE REQUESTED BY:**  
February 28, 2005

**MEMORANDUM**

**TO:** Presidents  
Chief Business Officials

**FROM:** Philip Albano  
Facility Planner

**SUBJECT:** Environmental, Safety, and Health Compliance Contract

The Environmental, Safety, and Health Compliance Contract with Blue Ridge Community College (BRCC) contained options to renew the contract for two additional years. The second of those two renewals will expire on June 30, 2005. It is now time for you to decide if these types of services are still needed. If so, you have the opportunity to enter into a new contract with BRCC, or select a new contractor to provide the services. The North Carolina Association of Community College Presidents' (NCACCP) Finance Committee has created a committee to make these decisions. I have been asked to assist the committee by soliciting input from all colleges as to the need to continue these services, and feedback as to the performance of BRCC.

Please pass this request to the person or persons on your staff who work in these areas and ask them to provide me with a brief statement of their level of satisfaction **via e-mail** (albanop@ncccs.cc.nc.us). I have attached the original "Contract" which contains the "Scope of Work" (Appendix A) used for the past three years to help you determine if you did, or did not receive the services outlined in the "Scope of Work." Also, if there are additional services that you feel would benefit the colleges, but are not included in these documents, please identify those services. If the contract is renewed with BRCC, this feedback will be shared with them so they may better serve you as their customer.

I appreciate your assistance in this matter.

/pva  
Attachments

CC05-031  
E-Mail

Num Mem/Env Cont Feed/ 2- 8-05

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

CONTRACT  
ENVIRONMENTAL, SAFETY AND HEALTH COMPLIANCE SERVICES

THIS CONTRACT, made and entered into this, 19th day of August 2002, by, and between the Board of Trustees of Blue Ridge Community College, Flat Rock, North Carolina, hereinafter referred to as "Contractor," and the North Carolina State Board of Community Colleges, Raleigh, North Carolina, hereinafter referred to as "State Board." This contract will terminate on June 30, 2003 unless renewed in accordance with paragraph five.

WITNESSETH

THAT WHEREAS, federal and state laws have been enacted to provide protection to citizens against exposure to hazardous materials, protect all employees of a chemical laboratory and protect all employees from occupational exposure to blood or other biological hazards,

Whereas, colleges must be aware of and comply with additional environmental requirements as may be mandated by federal, state, and local law;

Whereas, to comply with the regulatory requirements, employers must effect procedures which include obtaining and understanding all applicable federal and state regulations, implementing compliance programs to meet the regulations, and managing the enormous volume of complex data on a timely basis.

Whereas, the State Board seeks to provide these services for all of the 58 community colleges to ensure proper compliance with OSHA and environmental programs as described herein:

Whereas, the State Board has selected the Contractor to perform this service;

Whereas, the parties hereto desire to reduce the terms of this contract to writing;

NOW, THEREFORE, for and in consideration of the mutual promises to each other, as hereinafter set forth, the parties hereto do mutually agree as follows:

1. That Contractor, shall exert its best efforts to perform in a manner satisfactory to the State Board, the following services:
  - A. Scope of Work (See Appendix A)

- B. Once training needs have been assessed, training, as called for throughout the Scope of Work, will be accomplished as early as possible.
  - C. The reviews of the existing programs, plans, and inventories, as called for throughout the Scope of Work, may, at the Contractor's option, be conducted either at the Contractor's office or the college. The colleges, if requested, will send a copy of each program, plan and inventory to the Contractor for their review (See Appendix B for the list).
2. The Contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under this contract. Such personnel shall not be employees of, or have any individual contractual relationship with the State Board.
  3. The Contractor will be permitted to subcontract portions of the work to be performed under this contract with prior approval of the contract administrator.
  4. The activities of the Contractor shall be conducted during the period beginning on the 19th day of August 2002, through the 20th day of June 2003.
  5. The State Board has the option to renew this contract for two, one-year periods following the original contract period with such modifications to suit the colleges current requirements. At that time, the contract price would be renegotiated. The total contract period will not exceed three years.
  6. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner the obligations under this contract, the State Board shall thereupon have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items under this contract prepared by the Contractor shall, at the option of the State Board, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials. Such deliverables include but are not limited to, electronic files pertaining to these contract and web page materials. Notwithstanding, the Contractor shall not be relieved of liability to the State Board, to the extent of the contract, for damages sustained by the State Board by virtue of any breach of this contract, and the State Board may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the State Board from such breach can be determined.
  7. The State Board may terminate this contract at any time by 30 days notice in writing from the State Board to the Contractor. In that event, all finished or unfinished materials as described above shall, at the option of the State Board, become its property. If the contract is terminated by the State Board as provided herein, the Contractor will be paid for services satisfactorily completed, less payment or compensation previously made.

8. It is understood and agreed between the Contractor and the State Board that payment of compensation specified in this contract, its continuation or any renewal thereof, is dependent upon and subject to the allocation or appropriation of funds to the State Board for the purpose set forth in this contract.
9. Upon the entering of a judgment of bankruptcy or insolvency by or against the Contractor, the State Board may terminate this contract for cause.
10. The Contractor shall not assign or transfer any interest in this contract.
11. No deliverable items produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the Contractor, or its subcontractors.
12. Electronic files pertaining to these contract and web page materials, including data bases, data collection forms, or deliverable items produced in whole or in part under this contract, shall be the property of the State Board. Upon its request, such property shall be turned over to the State Board upon conclusion or termination of the contract.
13. It is agreed between the parties hereto that the place of this contract, its situs and forum, shall be Wake County, North Carolina, and in said County and State shall matters, whether sounding in contract or tort relating to the validity, construction, interpretation and enforcement of this contract, be determined.
14. The Contractor agrees that the State Board will have the right to audit the records of the Contractor pertinent to this contract both during performance and after completion. The Contractor will retain all records for a period of three years following completion of the contract.
15. The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished it for use in connection with the performance of this contract or purchased by it for this contract and will reimburse the State Board for loss or damage of such property.
16. Mr. Philip V. Albano, Director of Administrative and Facility Services, North Carolina Community Colleges System Office, is designated as the Contract Administrator for the State Board.
17. Contractor shall comply with all federal, state, and local laws and regulations concerning Equal Employment Opportunity and Affirmative Action applicable to the conduct of its business.

18. During the term of the contract, if the Contractor sublets any portion of the work, the Contractor shall require the subcontractor to provide the following insurance coverage:
  - a. Worker's Compensation - The subcontractor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$150,000.00, covering all of subcontractor's employees who are engaged in any work under the contract.
  - b. Commercial General Liability - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$500,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)
  - c. Automobile - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the contract. The minimum combined single limit shall be \$150,000.00 bodily injury and property damage; \$150,000.00 uninsured/under insured motorist; and \$1,000.00 medical payment.

Providing and maintaining adequate insurance coverage is a material obligation of the subcontractor and is of the essence of this contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The limits of coverage under each insurance policy maintained by the subcontractor shall not be interpreted as limiting the subcontractor's liability and obligations under the contract.

19. Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.
20. The Contractor shall be required to comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and/or authority.
21. The Contractor shall be considered to be an independent contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its personnel.
22. This contract represents the entire agreement between the parties and supersedes all prior oral or written statements or contracts.
23. This contract may be amended only by written amendments duly executed by the State Board and the Contractor.

24. Any notice under this contract to the State Board shall be sufficient if mailed to the State Board as indicated below:

Mr. Philip V. Albano, Director  
Administrative and Facility Services  
North Carolina Community College System  
5015 Mail Service Center  
Raleigh, NC 27699-5015

25. Any notice under this contract to the Contractor shall be sufficient if mailed to the Contractor as indicated below:

James Hutcherson, R.E.M., Director  
Environmental and Safety Training Center  
Blue Ridge Community College  
College Drive  
Flat Rock, NC 28731

26. All promises, requirements, terms, conditions, provision and representations contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

27. The Contractor will be paid monthly **upon submission of an invoice**. Included with each invoice shall be a list of colleges visited and a brief description of services performed. The total amount of this contract, including expenses, is not to exceed \$187,000. The first payment of \$9,350 will be available in September 2002. Each month thereafter, the Contractor may request payment of \$18,700 for nine additional months. The final invoice, not to exceed \$9,350, must be received no later than June 20, 2003.

IN WITNESS THEREOF, the parties have executed this contract in duplicate originals, one of which is retained by each of the parties, effective the day and year first above written.

**FOR THE NORTH CAROLINA STATE BOARD OF COMMUNITY COLLEGES**

BY: \_\_\_\_\_  
James J. Woody Jr., Chairman                      WITNESS: \_\_\_\_\_

BY: \_\_\_\_\_  
H. Martin Lancaster  
System President                                      WITNESS: \_\_\_\_\_

BY: \_\_\_\_\_  
Kennon D. Briggs, Vice President  
Business & Finance                                  WITNESS: \_\_\_\_\_

**FOR BLUE RIDGE COMMUNITY COLLEGE**

BY: \_\_\_\_\_  
Joe D. Spearman, Sr., Chair  
Board of Trustees                                      WITNESS: \_\_\_\_\_

BY: \_\_\_\_\_  
David W. Sink Jr.  
President                                                  WITNESS: \_\_\_\_\_

APPROVED AS TO FORM

BY: \_\_\_\_\_  
Clay T. Hines  
Assistant to the President for Legal Affairs

**SCOPE OF WORK**

That Contractor, shall exert its best efforts to perform in a manner satisfactory to the State Board, the following services:

1. The Contractor will provide a minimum of three days of service annually (unless fewer visits are requested by the college) to each of the 58 colleges for the following purposes:
  - A. Upon request, the emphasis of one visit shall be to assist with the maintenance of the annual inventory of chemicals and hazardous materials. A limited audit of the Material Safety Data Sheets (MSDS) files against the hazardous material inventory to ensure compliance will be conducted. This audit will include surveying directors, supervisors and employees to ensure knowledge of the Hazard Communication program. The Contractor will inform the college of any missing MSDSs or other deficiencies required by the regulations, provide update MSDS procedures and advise on the proper storage\_location per applicable regulations. The Contractor will audit the colleges' environmental and safety compliance programs & documentation, conduct safety audits of the college facilities and test fume hoods at least once per contract year. The focus of the first series of visits will be to assure regulatory compliance and to assist in the minimal implementation of safety and environmental programs applicable to individual campuses. The Contractor will schedule visits and make personnel assignments in order to make the least impact on campus activities and meet regulatory requirements.
  - B. The Contractor shall follow-up previous audit findings during the subsequent campus visits. Issues still in non-compliant status will be addressed in an interim status report. The theme of the services will be to pursue the desires of the individual campus after regulatory requirements are accomplished. The next level of activity will provide consultative and training assistance in various areas or fields that will be beneficial to the college. The college's designated coordinator, in consultation with the Contractor, will select the advanced areas or fields to be pursued. (See Appendix C - Additional Possible Training)
2. To provide training on the Hazard Communication, Bloodborne Pathogen and Chemical Hygiene Standards, the Contractor will furnish training programs, and develop instructor presentations that can be used by either the college or the Contractor. These videos and programs shall be updated for refresher training and/or new employees by October 1<sup>st</sup>. Additionally, the Contractor will identify at each college other safety and environmental topics which require initial and annual training. The Contractor will provide video, web-based, or instructor training for these identified topics. This training on the identified topics may be conducted as

part of either visit. The college's designated coordinator shall identify the employees who need training, notify the employees of the scheduled training, make a training room available to the Contractor and ensure the employees are present for the training.

3. The Contractor will continually provide updates to the environmental and safety compliance programs applicable to each individual college as required by specific regulations. The Contractor will discuss with each college representative the implementation requirements of each of the plans. The Contractor may as a focus of one of the visits assist the college with the development or implementation of other required procedures or plans such as permit required confined space, lock out/tag out, emergency preparedness, etc.
4. The Contractor shall prepare annual updates of SARA Title III, Tier II reports. These reports should be sent to the college's coordinator with a form letter to be signed by the college and forwarded to the governing entity. The Contractor shall include with these reports instructions and addresses of entities to which the reports are to be mailed.
5. The Contractor will assist with the development of safety policies and procedures for the community colleges. Priorities will be based upon issues and results found in previous assessments.
6. The Contractor shall maintain a web page pertinent to this contract for use by the community colleges. This web page, among other things, shall provide a place for the Contractor to post newsworthy items of interest.
7. The Contractor shall evaluate and inform each college of requirements for hazardous waste for each facility owned or used by the college. Determine and advise colleges of which chemicals need disposal as required. Most colleges are conditionally exempt small quantity generators, but some may be small quantity generators. For those colleges who do not have an EPA identification number, the Contractor will assist them in obtaining one. The Contractor shall provide information, as needed to colleges on hazardous waste transportation and disposal services. The Contractor will assist colleges with the minimization or reduction in the use of hazardous waste by providing assistance with lists of alternative cleaners or non-hazardous solvents that may be used. **Disposal costs are not a part of this contract.**
8. The Contractor, within the funds available and as time permits, shall provide additional training in other areas identified by the colleges.
9. The Contractor will participate in the Association of Community College Facility Operators' semi-annual (ACCFO) meetings, as requested, and provide training on a relevant environmental, safety, or health topic.

10. Where requested, the Contractor can assist the colleges with advanced environmental and/or safety services such as ISO 14001 Environmental Management Systems or NC OSHA's Carolina Star Voluntary Protection Programs.

### Other

The Contractor will make colleges aware, on a timely basis, of new regulations, which are applicable to the colleges. The college, subject to their consent and contingent upon following prescribed state purchasing laws and regulations, will assume costs for services other than those described in this contract.

### Training and Training Materials

The Contractor, as needed, will assist the college in accessing available trainers and training materials. This assistance can include conducting the actual employee safety training or "train the trainer" preparations to develop on-campus safety training opportunities to train new employees or those who missed the initial training. Training materials and lesson plans will be provided at no cost and submitted electronically. Training materials that cannot be sent electronically will be shipped and provided at cost. The Contractor can obtain some training materials at a volume discount and pass the savings on to the individual campus.

The Contractor shall provide a legal copy of all training materials (i.e. videotapes, published materials, etc.,) used by or developed by the Contractor. The college will use these training materials for the training of new employees, those who missed the initial training, or students. The cost of these materials is included in the contract price.

### Campus Visits

All campus visits will be scheduled with the college's coordinator. The Contractor will check in with the college's coordinator or their designee prior to beginning the visit. Upon the conclusion of the visit and prior to leaving the campus, the Contractor will submit a brief checklist of tasks performed during that visit to the college's coordinator or their designee. The coordinator will sign the list, thereby acknowledging the visit. The Contractor will leave a copy of the signed list as a "draft" of the final report.

### Status Reports

Following the visit, the Contractor will send each college's coordinator a more detailed status report. These reports will list the tasks that were accomplished along with findings, regulatory references and recommendations, and shall be submitted to the college's coordinator within 21 calendar days after each visit.

### Safety and Identification

When visiting a community college campus, the Contractor's employees will be required to dress in a neat and professional manner, conduct him or herself in a professional manner and use proper personal protective equipment. The Contractor's employees will wear an identification badge during all campus visits.

**PROGRAMS, PLANS, AND INVENTORIES  
TO BE REVIEWED OR DEVELOPED**

Hazard Communication and SARA Title III Compliance

1. Chemical inventory records
2. Hazard Communication Program
3. Hazardous substance list
4. Emergency notification procedures and follow-up reports for any accidental release of chemicals as under Section 304 of SARA Title III
5. Emergency plan listing specific types and amounts of chemicals onsite

Laboratory Safety Compliance

1. Inventory of chemicals
2. Chemical Hygiene Plan

Bloodborne Pathogen Program

1. Written Exposure Control Plan
2. Written Work Practices Program

**ADDITIONAL POSSIBLE TRAINING  
THAT COULD BE PROVIDED**

Asbestos hazards  
Awards & recognitions  
Bio-hazards  
Clean air requirements  
Clean water requirements  
Confined spaces  
Electrical safety  
Emergency actions  
Employer and employee rights  
and responsibilities  
Ergonomics  
Fall protection  
Fire prevention  
Hearing Conservation  
Hazardous energy control  
Hazardous materials – spill response, storage & disposal  
Housekeeping  
Industrial hygiene  
ISO 14001 EMS  
Lead hazards  
Machine guarding  
Material handling & storage  
Mercury hazards  
Personal protective equipment  
Record keeping and documentation  
Storage tanks  
Transportation safety  
Workers compensation management  
Workplace violence