



Office of Integrity and
Compliance

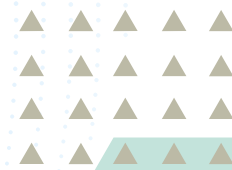


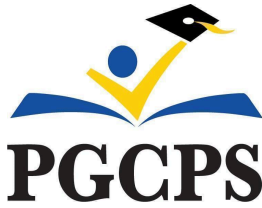
INVESTIGATIVE REVIEW & INQUIRY OF FUNDING STATUS: DUVAL HIGH SCHOOL ATHLETIC FIELD

Prince George's County
Public School System

Issued on: January 31, 2025

Frank Turner II
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EXECUTIVE SUMMARY

The Prince George's County Public School (PGCPS) Office of Integrity and Compliance (OIC) conducted the investigative review referenced in this report pursuant to its authority under the Education Article of the Annotated Code of Maryland.¹ The investigative review focused on concerns raised around dilapidated conditions of the main athletic field at DuVal High School (HS), remediating defective landscaping services leaving the field unfit for use, and providing an update on the funding sources available for repairs/renovations to the athletic stadium at DuVal HS as planned by PGCPS.

As requisite inspection and subsequent approval of contracted field restoration services did not take place, PGCPS issued payment to a contractor who covered the athletic field with polluted and hazardous contaminated soil. The district incurred additional expenses to request and deliberate options on the contractual obligations, remediate the defective work, and initiate legal action in seeking damages due to contractor neglect.

PGCPS's efforts in addressing the planned renovations to Duval's athletic facility include secured Aging Schools Program (ASP) funding to begin Phase I of the overall stadium renovation while awaiting Capital Improvements Program (CIP) budget funding for the remaining phases in future budget cycles. Additionally, PGCPS initiated the intake process after obtaining grantee ownership of the Governor approved \$500,000 Capital Grant, sponsored specifically for improvements to DuVal HS's athletic field which PGCPS is committed to submitting the grant package for anticipated funding availability by Spring 2025.

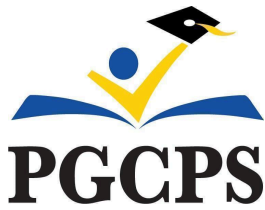
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¹ Md. Code Ann., Educ., § 4-404, as amended.



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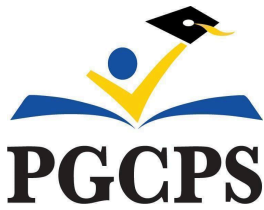
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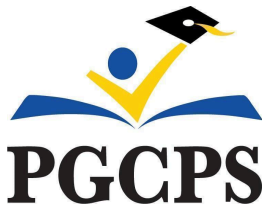
1. BACKGROUND

The Office of Integrity and Compliance received a complaint expressing concerns around the priority of stadium renovations planned by PGCPS for DuVal HS within the annual CIP Budget. The complaint further inquired about the status of a \$500,000 grant for DuVal's athletic field, which is sponsored through the state's Consolidated Capital Bond Loan of 2024. This grant was sponsored specifically for improvements to DuVal's athletic field and intended for use until CIP funding becomes available for the full stadium renovation. This complaint was received after a landscaping company, procured by PGCPS, applied contaminated topsoil on the field containing rocks and glass in early August 2024, leaving the field unfit to play due to safety concerns for student athletes and the public. Additionally, the complaint described the dilapidated conditions of DuVal's athletic field, to include warped wooden bleachers, a lack of overhead lighting, and an unfit field surface that has caused several student players to suffer injuries. These conditions are said to be a drastic difference from neighboring schools with newer facilities creating an inferiority complex amongst the student athletes.

2. OBJECTIVES & SCOPE

The objective of this investigative review is to report on the actions taken by PGCPS to address the faulty contracted services and provide a status on the funding for any repairs/renovations to the athletic stadium at DuVal HS as planned by PGCPS. The evaluation of the processes involved in contract solicitation, requisitioning, and/or permitting were not included within the scope of this review.

The OIC conducted interviews to obtain clarity and to identify the actions taken to date by PGCPS to advance the funding process and address the conditions of DuVal's athletic field. The OIC obtained and reviewed applicable legislation, policies, procedures, and other official reporting to understand the status of the different funding sources for DuVal's athletic field and stadium renovations. In addition, the OIC reviewed invoice, payment, contractual documents, and other supporting documentation to validate any payments issued for improvements/repairs to the athletic field and actions taken by PGCPS to recover the costs of any damages/loss incurred.



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3. RESULTS

3.1. Remediation of Defective Services

To address the public concerns around the remediation of faulty services rendering contaminated soil applied to DuVal's athletic field, the OIC identified and assessed the following:

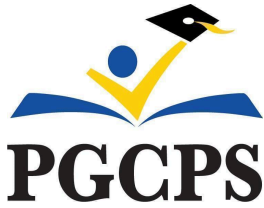
a. Identification of Defective Services

A landscaping company contracted to perform field maintenance within the district, Contractor 1, communicated with PGCPS in February 2024 about filling in low/bare areas on DuVal's athletic field. However, the work did not commence until August 1, 2024. While the initial load of topsoil delivered to DuVal on August 1, 2024 was inspected and approved by PGCPS staff, school staff reported to Supporting Services on August 6, 2024 that subsequent loads applied were contaminated with glass, rocks, and other debris. The decision was made to close the field until the hazardous conditions were addressed and the field was safe for use. On August 9, 2024, PGCPS issued a "Cure Notice" to Contractor 1 citing a failure to meet performance standards and PGCPS's right to seek holding the contractor responsible for repairs and loss incurred, requesting a detailed plan to rectify the error to avoid contract termination.

b. Cure Efforts

Contractor 1 responded on August 13, 2024 stating that the contaminated soil was the result of a supplier error and remediation was completed between August 7th and 9th by hand raking/picking field of debris. The contractor provided two additional options, Option #1 involved removing installed topsoil through vacuum/mechanical/hand methods and applying new topsoil at no additional cost to PGCPS. Option #2 involved the removal of all existing turf and the existing irrigation system before installing new sodding and irrigation. Deemed an upgrade, PGCPS would be responsible under Option #2 for additional costs based on an estimate of \$397,245.20, less the \$10,359 billed for the August 1, 2024 faulty services.

As correspondence continued, PGCPS hired an engineering company (Engineer 1) who assessed field conditions and uncovered additional broken glass in the soil after remediation efforts were said to be performed by Contractor 1. Engineer 1 was issued payment in the amount of \$2,500 on November 20, 2024 for services rendered at DuVal in August. To ensure the safety of student



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athletes from the hazardous field surface, Option #2 was communicated as the suitable solution without additional costs to PGCPS as conditions were caused by the vendor. Contractor 1 refused such an approach stating the accepted cure would be an upgrade to the original contractual obligations. As such, PGCPS issued a “Notice of Contract Termination for Cause” on August 16, 2024, noting contractor default and failure to provide a viable cure. The letter refers to language in the contract specifying Contractor 1’s responsibility to “without undue delay, make any necessary adjustments, replacements or repairs, to the satisfaction of the Board, without additional costs.”

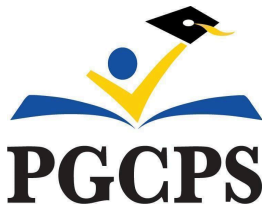
c. Remediation

On August 26, 2024, Contractor 1 was issued payment for the August 1, 2024 invoice in which \$10,359 was itemized for dressing DuVal’s stadium field with new seeded topsoil. A second vendor under contract with PGCPS, Contractor 2, was contacted to remedy and repair the defective services provided by Contractor 1. PGCPS issued payments on September 18th and September 30, 2024 totaling \$249,500 for remediation services performed by Contractor 2 on August 26, 2024. Those services were noted as the same services presented in Cure Option #2 by Contractor 1 to include removal of existing soil, application of new natural grass/sodding, and installation of a new irrigation system.

A review of paid invoices indicated that as of August 12, 2024, PGCPS began consultation with an external legal counsel, Law Office 1, regarding a strategy to address the contractual concerns with Contractor 1. Law Office 1 met with PGCPS on multiple occasions and assisted with drafting the original Cure Notice in addition to subsequent correspondence. As of January 15, 2025, PGCPS has paid a total of \$2,700 to Law Office 1 for legal services rendered between August 2024 through September 2024 relating to DuVal’s field conditions. Representing PGCPS, Law Office 1 issued a “Notice of Claim” to Contractor 1 on October 31, 2024, as a formal demand for payment in the amount of \$249,500 for costs incurred by PGCPS to repair Contractor 1’s defective work.

d. Contractual Documentation

Contractual language in the signed agreement between PGCPS and Contractor 1 stipulates that all work shall be subject to inspection and approval by the PGCPS designated representative and all



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corrections shall be completed at no additional cost to the PGCPS Board of Education (Board). Payment shall be based upon acceptance of goods or services by the Board, free from defects in material and workmanship and will be in full conformity with the specifications. The Contractor is further liable for damages caused by them and must be restored to prior condition, specifying that damaged lawns shall be re-sodded. Failure to repair or reimburse PGCPS for damage may result in the contractor's insurance carrier being notified, a citation for non-performance being added to their file, and recovery of the repair/replacement cost deducted from any payments due to the contractor. Language also states that when the vendor has not performed or has unsatisfactorily performed the contract, payment shall be withheld at the discretion of the Board.

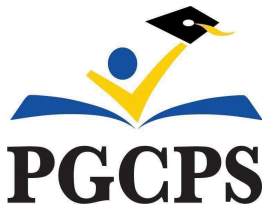
e. Procurement Policy and Procedure

A review of Administrative Procedure (AP) 3323 (Purchasing Guidelines, effective January 3, 2023), indicated that a final inspection is required to determine if materials purchased meet specifications. However, there is no mention of any inspection or approval requirement for any type of professional services that are procured. Furthermore, the Purchasing and Supply Services Manual does not provide any guidance around any requirement for inspection and/or approval of services procured.

f. OIC Findings & Recommendations

★ **Finding #1:** Adequate inspection and/or approval did not take place prior to PGCPS issuing the payment of \$10,359 to Contractor 1 for contracted services rendered defective. PGCPS issued such payment to Contractor 1 after the defective services were identified, reported to the contractor, and attempts were made to cure the issue. Contractual language indicates that not only is the contractor liable for liquidated damages caused, but payment shall be withheld at the discretion of the Board for non or unsatisfactory performance of the contract.

- **Recommendation:** *Internal processes and controls should be implemented to withhold payment in instances where a contractor fails to fulfill a contractual obligation by supplying faulty and/or defective goods and services. Coordination should be incorporated across the duties of the procuring PGCPS office, Purchasing and Accounts Payable departments to ensure inspection and approval of services rendered is documented and verified prior to issuing a payment under the contract terms.*



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- ★ **Finding #2:** While Purchasing guidance and procedures require a final inspection to determine if materials purchased meet specifications, there is no mention of any inspection or approval requirement for procured services.
 - **Recommendation:** *PGCPS should incorporate into written procedure (i.e. AP 3323 - Purchasing Guidelines) a requirement to perform and document inspection and/or approval of procured services by an on-site PGCPS representative at the time of service.*

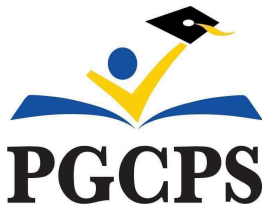
3.2. Repairs and Renovation Funding

To address the public concerns around the use of appropriations for repairs and renovations to DuVal's athletic field, the OIC identified and assessed the following applicable funding sources:

a. Capital Improvement Programs (CIP) Funding

County funding is requested for the comprehensive Stadium Renovation Program (SRP) in the annual Capital Improvement Programs (CIP) budget for the current and subsequent five (5) year cycles based upon an established priority order of schools that are completed in succession. While prioritization of safety and learning initiatives as well as county imposed debt and bond ceiling limits can delay project funding, preliminary work and contract solicitation is typically barred from commencement on any partially funded SRP projects to ensure compliance with anti-deficiency laws.

Although DuVal's position within the SRP priority order has remained intact since the 2021 Fiscal Year (FY) CIP budget cycle, the two schools prioritized ahead of DuVal have experienced external (i.e. permitting) delays and/or shortfall in county approved funding over the last three budget cycles. As a result, the proposed funding request for DuVal's full stadium renovation has shifted from FY24 in previous CIP budget cycles to FY26. The OIC learned that the Board of Public Works approved a state grant in the spring of 2024, in addition to the previously approved CIP county funding, will provide full funding and allow execution of both SRPs prioritized ahead of DuVal HS. As such, DuVal HS is slated within the established priority list, as the next school in line for allocation of any approved SRP funding requested in the upcoming CIP budget cycles.



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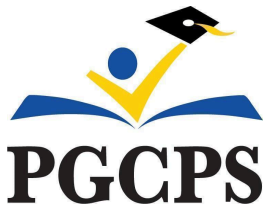
Observation Note: One of the SRP projects prioritized ahead of DuVal has been delayed for over a year due to delays in obtaining required permits through the county's Department of Permitting, Inspections, and Enforcement (DPIE). Delays in the permitting process are widespread, affecting various construction projects, as Prince George's County has some of the most strenuous permitting requirements within the state. With many projects in motion, the level of concern was raised with the county through regular update forums. As a result, a weekly coordination meeting was established with the different review agencies, construction teams, and PGCPS staff in an attempt to streamline the challenges faced. The OIC has observed recent Board of Education engagement with the PGCPS Supporting Services team on opportunities to assist in addressing permitting delays as well as the resulting increases in change requests and construction costs.

b. Capital Grants Funds

On May 16, 2024, the Governor approved the Maryland Consolidated Capital Bond Loan of 2024 which took effect on June 1, 2024. The approved legislation included a \$500,000 grant sponsored specifically for improvements to DuVal's athletic field in the interim of full renovation funding. The Maryland Department of General Services (DGS) facilitates the grant intake process to include processing grant packets, drafting grant agreements, and managing approval of all review agencies. As the County Executive and County Council are designated in the legislative bill as the Grantee, PGCPS was not registered in DGS's grant management system for notification of the specified grant. PGCPS worked with the county's Office of Management and Budget (OMB) to authorize the school system as the designated owner of grant submission within DGS's system. The designation change allowed PGCPS to submit a request on November 12, 2024 to initiate the grant intake process and commit to the next step of the process, submitting the grant package, in mid December 2024. Funding availability is anticipated by Spring 2025 after the review and approval process is performed by DGS and other external review agencies.

c. Aging Schools Program (ASP) Funding

In an effort to bridge the gaps in this underfunded category, accelerate portions of the work, and minimize overall completion timing, PGCPS split the stadium renovation program at DuVal HS into four phases. PGCPS identified and secured \$1,209,426 in funding through the Aging Schools Program (ASP) to move forward with Phase I in FY25 while awaiting the balance of funding needed for the remaining phases to be secured in future CIP budget cycles. The scope of DuVal's



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Phase I SRP funded through ASP includes design and build services to replace the existing press box, old wood bleachers with new ADA accessible aluminum bleachers, and lighting. PGCPS committed to initiating the planning process, contract solicitation and permitting, within the coming weeks and anticipates the commencement of execution in early 2025.

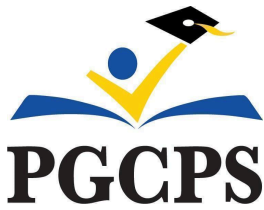
d. OIC Observation on Repairs and Renovations Funding

- ★ **Observation:** No evidence of wrongdoing by PGCPS or deficiencies were identified in the funding process. Funding resources for stadium renovations have been allocated according to approved CIP budget publications and executed in succession with no deviation from the list of prioritized schools for at least 5 years. Delays in county approved funding for previously scheduled schools pushed forecasted funding requests for DuVal's stadium renovation within recent CIP Budget cycles. PGCPS has solidified alternative funding through the ASP, allowing some improvements to Duval's athletic stadium (Phase 1) in the interim of securing CIP funding for the remaining phases in future budget cycles. PGCPS also initiated the intake process to secure the Governor approved \$500,000 Capital Grant with DGS for anticipated funding availability by Spring 2025.

4. CONCLUSION

The results of this investigative review revealed that PGCPS issued a payment of \$10,359 to Contractor 1 without adequate inspection and/or approval for services rendered defective. PGCPS Purchasing procedures and guidance do not mention any requirement to inspect or approve procured services to ensure compliance with contract terms, specific standards, and applicable regulations. PGCPS incurred additional costs for services received in support of remediation efforts to include the following: (1) \$2,500 for services rendered by Engineer 1 to assess the field soil; (2) \$2,700 for external legal services to consult on cure efforts; and (3) \$249,500 for services provided by Contractor 2 to remediate and repair defective field conditions. While the amount paid to Contractor 2 was sought in the demand letter issued by legal counsel to recoup repair damages, \$265,059 in costs were absorbed by PGCPS in remediating efforts.

Funding resources for stadium renovations have been allocated to slated schools following CIP protocols and defined priorities, without any observed deviation. However, external delays and/or shortfalls in



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approved funding for prioritized stadium renovations have postponed allocation for DuVal's renovation in recent budget cycles. Nonetheless, PGCPS has proactively solidified alternative funding through the ASP and initiated the intake process to secure the Governor approved \$500,000 Capital Grant with DGS to allow for some improvements of DuVal's stadium.

Based on these findings, the OIC makes the following **recommendations** in efforts for PGCPS to strengthen internal controls and processes to ensure quality, safety and compliance of procured services prior to payment:

1. **Recommendation #1:** *Internal processes and controls should be implemented to withhold payment in instances where a contractor fails to fulfill a contractual obligation by supplying faulty and/or defective goods and services. For these purposes, coordination efforts should be incorporated across the duties of the procuring PGCPS office, Purchasing and Accounts Payable departments to ensure inspection and approval of services rendered is documented, monitored and verified prior to issuing a payment under the contract terms.*
2. **Recommendation #2:** *PGCPS should incorporate into written procedure (i.e. AP 3323 - Purchasing Guidelines) a requirement to perform and document inspection and/or approval of procured services by an on-site PGCPS representative at the time of service.*

The OIC acknowledges PGCPS' efforts and commitment to seek and solidify alternative funding to alleviate any delays in CIP allocated funding for Duval HS. The OIC requests that the Director of Purchasing and Supplies Services (DPSS) provide a status report in 30 days on the implementation of the OIC's recommendations. We look forward to receiving DPSS's response on or before **Tuesday, March 4, 2025.**

PGCPS Administration Response