



**FACILITIES SUBCOMMITTEE MEETING**  
 Gilroy Unified School District – via Zoom teleconference  
 9 a.m. Friday, Dec. 4, 2020

1.

ITEM	PAGE #
A. Approval of minutes: Nov. 13, 2020	1-6

**2. FACILITIES & NEW CONSTRUCTION (PAUL NADEAU)**

ITEM	SITE	VENDOR	COST	FUNDING SOURCE	PAGE #
A. Address update	Glen View ES	N/A	N/A	N/A	7
B. Traffic study	South Valley MS	TBD	~\$70k	Measure E	N/A
C. Geological study	South Valley MS	Cleary/Earth Systems	\$63,000	Measure E	8-19
D. Furniture order	Brownell MS	KI	TBD	Measure E	20-25
E. Concrete cure situation	Brownell MS	Flint Builders	N/A	N/A	N/A
F. Water damage report	Brownell MS	Flint Builders	N/A	N/A	26-43

**3. MAINTENANCE (DAN MCAULIFFE)**

ITEM	SITE	VENDOR	COST	FUNDING SOURCE	PAGE #
A. Filter controls for activity and competition pools	Christopher HS	TBD *Quotes have been requested	TBD	RRM	N/A

**OTHER PROJECTS/FACILITY ISSUES AT SITES**

SITES		
ANTONIO DEL BUONO ES	BROWNELL MS	CHRISTOPHER HS
ELIOT ES	SOLORSANO MS	GECA
EL ROBLE ES	SOUTH VALLEY MS	GILROY HS
GLEN VIEW ES		MT. MADONNA HS
LAS ANIMAS ES		
LUIGI APREA ES	DISTRICT OFFICE	
ROD KELLEY ES		
RUCKER ES		

**NEXT MEETING:** 9 a.m. Friday, Jan. 8, 2020

**FACILITIES SUBCOMMITTEE MEETING**

Gilroy Unified School District – Via Webex teleconference

Friday, Nov. 13, 2020

**PRESENT**

BC Doyle

Mark Good

Anna O'Connor

Alvaro Meza

Debbie Flores

Paul Nadeau

Linda Piceno

Dan McAuliffe

Guillermo Ramos

City of Gilroy: Gary Heap, Niron Than

Representatives from Flint Builders and Aedis Architects

**MEETING CALLED TO ORDER:** 9:06 a.m.

**APPROVAL OF MINUTES FROM OCT. 2, 2020:**

- BC made the motion to approve the minutes, Linda seconded.
- All approve.

**TIME CERTAIN****GARY HEAP AND NIRORN FROM CITY OF GILROY RE: 10TH STREET AND ORCHARD DRIVE IMPROVEMENTS**

- Update on crosswalks at 10<sup>th</sup> Street and Orchard Drive.
- Gilroy HS, Gilroy Police Department and surrounding community have discussed this crossing for years. This is one of main routes for Gilroy HS pedestrian and car traffic before and after school.
- City council provided \$27K to start the project design last year. Because the 10<sup>th</sup> Street bridge project funding and timeline is further out, the city would like to propose this semi-temporary solution for the crossing. The overall project is expected to cost about \$60K-\$70K overall.
- City wants to partner with district to fund the overall cost of this project.
  - Alvaro: If district contributes, it would be from deferred maintenance, not bond funds.
- This will be pushed first than the 10<sup>th</sup> street bridge.
- What it is there now: Two marked crosswalks – on Orchard and on 10<sup>th</sup>. No controlled stop on 10th. The ramps are not ADA-compliant. Cars are parked along the streets right up to the crosswalks, which can block visibility for drivers and pedestrians.
- What it is being proposed:
  - Rectangular crossing beacon (similar to Wren and Byer near El Roble Park).

- Concrete floating islands that allow vehicles to see pedestrians and shortens crossing distance.
- Striping improvements with delineators, with a wider, green bike lane.
- Upgrading curb on both sides to make them ADA-compliant.
- Widen crosswalks to 12 feet to accommodate foot traffic.
- Narrower travel lane to encourage slower traffic.
- Flashing beacons. Intersection will be lit at night. Stand-alone system, run on solar battery.
- This will not impact the school bus turning radius.
- Mark: Transportation department should review these plans.
- If the board approves, how soon could this project start? The city is aiming to take out to bid in early January, with construction to start soon after. The project would take about a month to complete.
- Annual paving program. \$3.2M project. Major streets: Monterey Road, from Day Road to Leavesley Road; Farrell Avenue, from Murray Avenue; Chestnut Street, from 10<sup>th</sup> Street to Lewis Street; Martin Street; 8<sup>th</sup> Street; Camino Arroyo. San Ysidro. Concrete work starts Monday. Asphalt improvements would be until March 2021.
- Paul: We should connect about the South Valley MS project so we can coordinate work here. Niron says to meet next week.
- Next steps: Dr. Flores, Mark and Linda will discuss when this crosswalk project can go on the board agenda, probably for Dec. 17 meeting. City will work with Alvaro to work on numbers and details to share with for staff report and board.

#### **AEDIS ARCHITECTS ON SCHEMATIC DESIGN FOR SOUTH VALLEY MS**

- Since we last met, Flint is fully onboard.
- Project budget: \$90M. Construction costs about \$79M.
- Project schedule: Will start summer 2021. First phase completion: Summer 2022. August 2023 for project completion. Key will be minimal impact to the campus. Full functionality to remain. Will start in sports field.
- Design concept
  - Worked with site design committee to incorporate their ideas
  - Focus on community with “village” feel, main street.
- Site plan:
  - Move admin and entrance to Murray Avenue.
  - Classrooms will be where the existing grassy area.
  - Gymnasium with own parking off of IOOF and near the track/field and sports area.
  - Admin building concepts include metal clad with stucco exterior.
  - Gymnasium, faces IOOF. Entrance through lobby. Bleachers for 500 people. Storage, weight room, practice room. Locker rooms. Also entrances from within the campus.
  - Classrooms: Designed and sized similar those at Brownell MS. Discussions are ongoing about roll-up walls, etc., potential maker spaces. The classroom are built around 13 “village” groupings. Roofs are sloped with some flat for HVAC features.

- Mark: What is the plan for the field near Gilroy Prep School? Do we have to maintain that large of a piece of the property? Dr. Flores: Prop. 39 sets the requirements for what has to be offered to a charter school. Alvaro will check and might have to consult with legal to check the requirements.
- Joe will make some adjustments to the presentation and resend for the Nov. 19 board agenda.
- Next steps: Aedis will present to board on Nov. 19. Then, design development, departmental meetings.

## **FACILITIES & NEW CONSTRUCTION – PAUL NADEAU**

### **EL ROBLE ES: FENCING**

- South end of the field of El Roble Park is not fenced. This is field is used by community groups, leaving garbage, causing turf damage. This is also a safety issue with community access.
- Title report verifies the south part of the park with the playground and tennis courts is city-owned. The field near the school fence, with the baseball diamond and track are district-owned.
- The city and district joint meeting is in February. This would logical time to bring this up for discussion. But this should be brought up for the board as a future agenda item.
- This should be presented with preliminary cost estimates for fencing this area for board consideration. This could be paid with bond money. Paul will get estimates.
- Next steps: Dr. Flores will talk to mayor and city manager at Dec. 18 as well as a discussion topic for the board. Alvaro will consult with legal. This needs to be done if it were to go the city-district joint meeting in February 2021.

### **SOUTH VALLEY MS: BERT MAR GYM DEDICATION**

- Information only
- The new gym will keep the name as the existing one. We'll also keep the plaque instead that commemorates a long-serving P.E. teacher.
- Brass plaques from around the campus for Gilroy HS will be kept. Future display is TBD.
- Other sports memorabilia will be kept as well.

### **SOUTH VALLEY MS: MODERNIZATION PROJECT IMPACT ON GILROY PREP SCHOOL**

- This project will have direct impact on GPS. They will lose access to 23 parking spaces they've been using as part of a gentlemen's agreement.
- The proposed solution: The old IT building has been condemned and needs to be removed. Paul proposes demo the building while the rest of the campus is being demo'd and turn this area into a parking lot for GPS.
- Linda and Mark: If this is turned into parking space, it should be with the least cost possible.
- Next steps: Paul will get estimates for how much this would cost.

### **BROWNELL MS: OWNER-FURNISHED ITEMS**

- Vendor: Various
- \$5,422.12 from Measure E
- This is the proposal to buy trash liners for recycling bins around campus; recovery couch and required mini fridge for health office; shelving for custodial closets.
- Next steps: This will to the board for approval.

### **GILROY HS/CHRISTOPHER HS: CAMERAS FOR POOLS**

- Vendor: QoVo
- \$37,829.60 for both schools from Measure E.
- The original proposal was for Gilroy HS only. The committee wanted to hear a proposal for Christopher HS as well.
- Christopher HS proposal is \$24,510.96. It more than Gilroy HS because of the layout of the pool area at Christopher HS is more complex.
- Next steps: This will go to the board for approval.

## **MAINTENANCE – DAN MCAULIFFE**

### **RUCKER ES: FENCE AND GATE IMPROVEMENTS**

- Vendor: ASI
- \$237,932.81 from deferred maintenance.
- This is an estimate of cost. This has to go to bid because of the cost.
- This proposal is for 7' or 8' fence. Same price range with either height.
- This would address problems throughout the site. People jump the fence to access campus.
- Dr. Flores and board is in favor of getting as high as a fence as possible.
- Next steps: Proposed project list that would be from deferred maintenance. Dan will get additional bids for the fencing project. He'll also get a list of priorities for deferred maintenance projects.

### **CHRISTOPHER HS: LOCKER ROOM REPAIRS**

- GUSD maintenance staff
- Approximately \$7,500 from RRM.
- This addresses the patching of damage from vandalism in locker rooms. Maintenance would like to put a fire-resistant plywood that would be painted to prevent damage to drywall walls, from 8 feet down.
- GUSD crews has fixed the vandalism damage above 8 feet.
- This is also a supervision issue. Dr. Flores will address that issue with site admin. Dan will send facility photos and dollar amount to share with site admin.
- Add signage to area to warn of risks of damaging school property. Alvaro will send specific language we've used before.
- Next steps: Dan will send facility photos and dollar amount to share with site admin.

### **DISTRICT-WIDE: TEMPORARY TOILET OPTIONS**

- Information only.
- Vendor: Nor Cal Portable Services.
- \$455 for each toilet unit from RRM.
- A temporary measure during COVID. At Rucker ES: With 2/3 of staff on campus, plus the students for the learning center, means the site doesn't have the social distancing needed for restroom use.
- This is something we have to address for reopening other campuses.
- This proposal is based on what is available in the market at this time. The trailer option isn't available on the market. This means this solution may not be scale-able if all sites were to be re-opened.
- Dr. Flores: We need an analysis for what is needed at each campus for this particular issue. We need to know how many staff restrooms are on sites, how many people can safely use each restroom and how many more we need.
- Next steps: Share this with board in a public meeting as an item to consider for reopening campuses.

### **DISTRICT-WIDE: TREMCO/WTI ROOF REPAIR**

- Information only
- Tremco/WTI is our roofing contractor and repair company.
- Mark would like to discuss what services this company provides.
- Dan: We do pay a premium for their services. They are warranty-holders for the majority of roofs in the district. The benefits:
  - They provide fast service, repair, consulting.
  - Our consultant is exceptional. His expertise helped us get the roof replacement at Christopher HS, Glen View ES, Rod Kelley ES.
  - We have a P.O. every year for leak repairs. This has resulted in much more effective and consistent leak repair. At South Valley, we extended the life of roof by at least five years with the consistent leak maintenance.
  - They have recommended solutions/repairs that aren't Tremco products.
- Mark asks that we keep our eyes open for any potential issues, though.

### **EL ROBLE ES: CONCRETE REPAIRS**

- EF&S Concrete
- \$10,674 from RRM
- The campus does need a complete overhaul of the concrete throughout the campus. But it would be a costly, extensive project.
- The proposal addresses immediate hazards. This for grinding of 750 linear feet of concrete to address problems throughout the campus.
- We should consider if trees need to be removed to prevent additional damage.
- For future, we may want to consider the colored asphalt like the one used at Brownell MS.
- Next steps: This will go the board for approval.

## **DISTRICT-WIDE: COVID HVAC PROPOSAL**

- Information only
- Val's Plumbing & Heating
- Team up with a plumbing contactor to do this work.
- Complete comprehensive testing of HVAC units in district. The average unit will take about an hour to inspect at about \$700 each.
- Dr. Flores, Alvaro and Dan attended HVAC webinar handling COVID-prevention standards. Bottom line: Ventilation is may be the most critical component to campus preparations. If the air isn't properly circulated, the virus will spread because it's airborne. This is the first step: To evaluate functionality of existing HVAC units.
- This needs to be done as part of preparation for getting students and staff back to campuses. This will also address the air balancing in the buildings.
- Mark: The board will need documentation of the requirement from department of health.
- Dan has requests to other contractors.
- These should go ahead as a ratification for the four campuses with students now. They'll get going as soon as possible so we can try to get findings ready by Dec. 17 board meeting.
- Two-part process: 1) evaluation of units; 2) district will make decision on what do about the evaluation findings.
- We'd need a schedule of how long it'll take for the rest of the campuses.
- Next steps: Ratification to go ahead with these evaluations with standard GUSD contract and not-to-exceed amount for the four schools open to students for the Dec. 17 board meeting. We should allow for making repairs that may be found. It should be accompanied by a request/presentation to do the same for other campuses.

## **ALVARO MEZA'S ITEMS**

### **RUCKER ES: REQUEST FOR ADDITIONAL RESTROOMS**

- Principal Wells-Southland has requested permanent restrooms in the part of the campus, near bus turnaround and garden. As of now, the restrooms are all on the other side of campus. Dr. Flores: We need principal to prioritize of this vs. the proposed fencing.

**MEETING ADJOURNED:** Noon.

**NEXT MEETING:** 9 a.m. Friday, Dec. 4.



**City of Gilroy**

Public Works Department | Engineering Division  
7351 Rosanna Street | Gilroy, California 95020  
Phone (408) 846-0451 | Fax (408) 846-0429  
www.cityofgilroy.org

City Use Only	
Receive Date:	_____
Issue Date:	_____
Request No.:	_____

**ADDRESS REQUEST FORM**

Request Date: 12/7/2020

Reason for Request: (Please check all that apply)

Additional Unit     Change of Current Address     New Development     GIS Correction

Building Permit Number: \_\_\_\_\_

Property **Known** Address: 600 West Eighth Street

(Please provide Tract number if this is a new development)

Property **Known** Parcel Number: 799-14-001

(Please leave blank if this is a new development)

Notes/Comments: The office for Glenview Elementary School used to sit on Eighth Street but has been modernized and re-located to Princevalle Street. We would like the address to reflect this.

Property Owner Name: Gilroy Unified School District

Property Owner Phone Number: (669) 205-4000

Property Owner Email Address: alvaro.meza@gilroyunified.org

Authorized Representative Name: Alvaro Meza

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Public Works use only:**

**New or Modified Assigned Address:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Name of Public Works Official

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



*Christophe A. Ciechanowski, President, GE*  
*Grant F. Foster, Vice-President, GE*  
*J. Michael Cleary, Principal, CEG, GE*

November 12, 2020  
 Ser. 6692

Gilroy Unified School District  
 Attn: Paul Nadeau, Director of Facilities Planning and Management  
 7810 Arroyo Circle  
 Gilroy, CA 95020

**RE: PROPOSAL FOR GEOTECHNICAL & GEOLOGIC HAZARD INVESTIGATION  
 CAMPUS MODERNIZATION PROJECT  
 SOUTH VALLEY MIDDLE SCHOOL  
 385 I.O.O.F AVENUE,  
 GILROY, CALIFORNIA**

Dear Mr. Nadeau:

**Introduction**

As requested, we are submitting this proposal to perform a geotechnical and geohazard investigation for the Campus Modernization project for the South Valley Middle School campus in Gilroy, California. We understand that the project will include the construction of a new Administration/Multi-Purpose Building (12,106 square feet) along Murray Avenue near the southeast side of the campus, a new Gymnasium Building (17,115 square feet) along I.O.O.F. near the southwest corner of the campus building complex, and 13 new relocatable classroom buildings throughout the north half of the campus. The project will also include new parking lots, driveways, athletic courts, Shade canopies, concrete walkways, underground utilities, and an asphalt paved running track.

The purpose of the investigation will be to explore the soil and foundation conditions in the general locations of the proposed improvements and to develop recommendations for the geotechnical engineering aspects of the project design.

As a basis for this proposal, we have briefly reviewed the preliminary project site plan provided by Matthew Puckett of Aedis Architects and information in the files.

**Scope of Services**

**A. Geotechnical Investigation**

We propose that our geotechnical investigation consist of the following:

Gilroy Unified School District  
 Attn: Paul Nadeau, Director of Facilities Planning and Management  
 November 12, 2020  
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1. Review of available geotechnical information for the area.
2. A site reconnaissance by our engineer who will mark the locations of the borings for Underground Service Alert.
3. A field subsurface exploration program under the direction of our engineer who will supervise, log and sample the drilling of twelve (12) exploratory borings in the vicinity of the planned new buildings to depths of 15 to 45 feet, or practical drilling refusal, and eight (8) exploratory borings to a depth of five (5) feet in the vicinity of the planned parking lots and driveways. The borings will be drilled using a truck-mounted drill rig equipped with hollow stem augers.

Soil sampling and Standard Penetration Resistance testing will be performed continuously in the upper six feet of the borings (four drives) and at five-foot intervals or changes in material type, thereafter, starting at approximately eight and one-half feet. The soil samples will be transported to our laboratory for further examination and laboratory testing.

The water level in the borings (if encountered) will be measured prior to backfilling the holes at the completion of drilling.

The borings will be backfilled with cement grout and/or patched with cold patch asphalt or dry mix concrete for those borings drilled in existing pavement or flatwork areas. Soil tailings generated during the drilling process will be left on-site.

4. Performance of a field subsurface exploration program under the direction of our engineer who will supervise three (3) to four (4) cone penetrometer tests (CPT's) in the vicinity of the new planned buildings. The water level in the CPT's (if encountered) will be measured prior to backfilling the holes at the completion of drilling.

The CPT's performed in existing pavement or flatwork areas will be backfilled with cement grout and/or patched with cold patch asphalt or dry mix concrete. Soil tailings generated during the drilling process will be left on-site.

5. Laboratory testing of samples obtained from the borings. These tests will include moisture content, dry density, shear strength, percent finer than #200 sieve, corrosion, R-Value and plasticity index determinations, as appropriate.

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6. Engineering analysis of the field and laboratory data.
5. Preparation of a geotechnical investigation report for the design and construction of the project. The report will include findings and recommendations for the following:
  - a. Local geology and seismic setting.
  - b. 2019 CBC seismic design criteria.
  - c. Site preparation, fill placement and grading (as needed).
  - d. Building foundation type(s), allowable bearing pressures, and minimum foundation depths and widths.
  - e. Estimated foundation settlements.
  - f. Support of interior and exterior concrete slabs-on-grade.
  - g. Treatment of expansive soils (as required).
  - h. Asphaltic concrete and aggregate base sections for new vehicular pavements.
  - i. Backfill and compaction of utility trenches.
  - j. Surface and subsurface drainage.
  - k. Any other unusual design or construction conditions encountered in the investigations.

**B. Geologic and Seismic Hazards Assessments**

Based on the requested scope of services and our experience from other similar projects, we propose that the Geologic and Seismic Hazards Assessment portion of our report for the project consist of the following:

Gilroy Unified School District  
Attn: Paul Nadeau, Director of Facilities Planning and Management  
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1. Discussion of geologic and seismic conditions containing data on an assessment of the nature of the site and potential earthquake damage including:
  - a. Regional geology and seismic conditions and historical information on the seismicity of the local and regional area.
  - b. Location of known active and potentially active faults near the site, as well as nearby inactive faults as indicated in our previous investigations for the project.
2. Maximum considered earthquake ground motion for the site in accordance with the California Building Code, latest edition, requirements.
3. Potential for ground rupture related to faulting, liquefaction, lateral spread, seismic settlement and differential compaction, land sliding, flooding and dam failure inundation with recommended mitigation measures, where appropriate.

The areas where the borings will be required are locations where underground utilities may be present. Consequently, we will need the help of the school staff in locating and avoiding the utilities.

#### Arrangements

Our services will be provided in accordance with the Schedule of Fees and Conditions presented on the reverse side of the last page of this proposal. We estimate that our fee for the geotechnical and geohazard investigation as described in this proposal will be \$52,400. As discussed with you, as software acceptable to CGS is not yet available, it will be necessary that a portion of the 2019 CBC seismic design parameter analysis be performed through a third party - the estimate cost of this work is \$8,800.

We estimate that a private underground utility service to clear the boring locations will be \$1,800.

The above listed figures will not be exceeded without your prior approval. Our billings will be submitted monthly or upon completion of those phases of the work involving our services.

Reasonable precautions shall be taken to minimize damage to the school property (both surface and subsurface), however, it should be understood that in the normal course of the work, some damage, i.e. rutting, may occur, the correction of which is outside the scope of this agreement.

**CLEARY CONSULTANTS, INC.**

Gilroy Unified School District  
Attn: Paul Nadeau, Director of Facilities Planning and Management  
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The field work has been tentatively scheduled to be performed during the week of November 23, pending your authorization, and our reports will be submitted four to six weeks thereafter. Our findings and recommendations will be discussed with you and your design team prior to submitting the report.

Our services will be performed, findings obtained, and recommendations prepared in accordance with generally accepted geotechnical engineering principles and practices. This warranty is in lieu of all other warranties, either expressed or implied.

As our authorization to proceed with the investigation please sign and return one copy of this agreement. If you have any questions regarding this proposal, please do not hesitate to call.

Yours very truly,

CLEARY CONSULTANTS, INC.

Chris Ciechanowski  
Geotechnical Engineer 2584  
CC:cc  
Copies: Addressee (email)

**Please mark authorized services with a check.**

- Geotechnical and Geohazard Investigation \$52,200
- Seismic design parameter analysis through third party \$8,800
- Utility locator service for five exploratory borings locations \$1,800
- Total for Geotechnical and Geohazard Investigation \$62,800**

**AUTHORIZATION**

Approved By \_\_\_\_\_ Date \_\_\_\_\_

**CLEARY CONSULTANTS, INC.**

CLEARY CONSULTANTS, INC.  
SCHEDULE OF FEES AND CONDITIONS

PERSONNEL CHARGES

Administrative Assistant .....	60.00/hr
Drafting/Laboratory .....	65.00/hr
Senior Engineering Technician .....	115.00/hr
Staff Engineer/Staff Engineering Geologist .....	120.00/hr
Project Engineer/Project Engineering Geologist.....	130.00/hr
Associate Engineer/Associate Engineering Geologist .....	145.00/hr
Principal .....	\$180.00/hr*

\*Expert witness fees for appearance at court and depositions are \$1800/day and \$900 half day. There is a minimum of one-half day for all court and deposition appearances.

EQUIPMENT/LABORATORY CHARGES

Automobile .....	\$0.55/mile
Mobile Laboratory .....	5.00/hour
Nuclear Moisture/Density Gauge .....	5.00/test
Laboratory Compaction Curve, ASTM D1557.....	225.00/test

MISCELLANEOUS CHARGES

Drilling services, printing and reproduction, special and consultant fees, permits, insurance, equipment and vessel rental, travel and subsistence expenses and other similar related costs are billed at cost plus 15 percent. Copies of previously issued reports will be billed at \$50.00 for the first copy and \$25.00 for each additional copy, or at cost of reproduction for larger reports.

STANDARD OF CARE

Cleary Consultants, Inc. (CCI) under this Agreement will strive to conduct services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other warranty, expressed or implied, is made.

Client recognizes that subsurface conditions may vary from those encountered at the locations where our borings, surveys, or explorations are made and that our data, interpretations and recommendations are based solely on the information available to us. We will be responsible for those data, interpretations, and recommendations but shall not be responsible for the interpretation by others of the information developed.

RIGHT OF ENTRY

The Client shall provide for CCI's right of entry and all our necessary equipment, in order to complete the work. While CCI shall take all reasonable precautions to minimize any damage to the property, it is understood by Client that in the normal course of work some damage may occur, the correction of which is not part of this Agreement.

GENERAL LIABILITY INSURANCE

CCI represents and warrants that it is protected by worker's compensation insurance and that we have such coverage under public liability and property damage insurance policies which we deem to be adequate. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance, we agree to indemnify and save Client harmless from and against any loss, damage, or liability arising from any negligent acts by CCI and its staff. We shall not be responsible for any loss, damage or liability beyond the amounts, limits, and conditions of such insurance. We shall not be responsible for any loss, damage, or liability arising from any negligent acts or willful misconduct of Client, its agents, staff, and other consultants employed by it. Certificates of our general liability insurance shall be provided upon request.

UTILITIES

In the prosecution of our work, CCI will take all reasonable precautions to avoid damage or injury to subterranean structures or utilities. The owner agrees to waive any claim against CCI and to defend, indemnify and hold CCI harmless from any claim or liability for injury or loss allegedly arising from CCI's damaging underground utilities or other man-made objects that were not called to CCI's attention or which were not properly located on plans furnished to CCI.

LIMITATION OF LIABILITY

To the fullest extent permitted by law, and notwithstanding any other provision of this agreement, the total liability, in the aggregate, of CCI and its officers, directors, partners, employees, agents and subconsultants, and any of them, to the Client and anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to this project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied, of CCI or its officers, directors, employees, agents or subconsultants, or any of them, shall not exceed the total compensation received by CCI under this Agreement, or the total amount of 65,000, whichever is greater.

DISPUTES

The parties to this Agreement covenant and agree that all claims, disputes and other matters in question between the parties to this Agreement, arising out of or relating to this Agreement or the breach thereof, shall be submitted to non-binding mediation prior to initiation of any lawsuit or other litigation, unless the parties mutually agree otherwise. The cost of said Mediation shall be split equally between the parties.

DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

Hazardous materials or certain types of hazardous materials may exist at a site where there is no reason to believe they could or should be present. CCI and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition requiring a renegotiation of the scope of the work or termination of services.

OWNERSHIP OF DOCUMENTS

All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by CCI as instruments of service, shall remain our property. Client agrees that all reports and other work furnished to the client or his agents, which is not paid for, will be returned upon demand and will not be used by the Client for any purpose whatever.

THIRD PARTY BENEFICIARIES

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or CCI. CCI's services under this Agreement are being performed solely for the Client's benefit, and no other entity shall have any claim against CCI because of this Agreement or the performance or nonperformance of services hereunder. The Client agrees to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of this paragraph.

ASSIGNMENT

Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

INVOICES

Invoices for our services will be submitted, at our option, on a monthly basis or when the work is completed. Invoices will be due immediately, but will not be delinquent within 10 days from which the invoice is dated. If payment is not so made, a service charge will be due on the amount of the invoices at the maximum rate permissible by law from the date of the invoice until the same is paid. In the event legal action is required to enforce the payment terms of this agreement, CCI shall be entitled to collect from the client any judgement or settlement sums due plus reasonable attorney's' fees, court costs and other expenses incurred by CCI for such collection action.

SAMPLES

All samples of soil and rock will be disposed of from the laboratory 30 days after issuance of the report unless the Client advises otherwise. Upon request, we will deliver the samples to the Client, charges collect, or will store them for an agreed storage charge.



November 20, 2020

Proposal No.: FRE-20-11-011

Mr. Paul Nadeau  
 Gilroy Unified School District  
 Superintendent's Office  
 7810 Arroyo Circle  
 Gilroy, CA 95020

PROJECT: SOUTH VALLEY MIDDLE SCHOOL - MODERNIZATION  
 385 IOOF AVENUE, GILROY, CA 95020

SUBJECT: Proposal for a Geotechnical Engineering Investigation, Geologic Hazards  
 Evaluation, and Infiltration Rate Testing

Dear Mr. Nadeau:

As requested Earth Systems has prepared this proposal to perform a geotechnical engineering investigation and a geologic hazards evaluation, as well as infiltration rate testing for the planned modernization of South Valley Middle School located at 385 loof Avenue in Gilroy, California. The project will require demolition of all existing buildings on the campus. New construction is expected to include a gymnasium building, thirteen classroom buildings, and a shade structure. Additionally, a two-wing building will be constructed; the north wing will include a library, staff offices, administration offices, and the south wing will include a music room, multi-purpose room, and kitchen. We understand two locations have been selected for future classrooms but will not be constructed during this phase. Other planned improvements include parking lots, landscape, hardscape, turf play fields, and utility improvements. Our proposed scope of work is based on a Schematic Campus Plan dated October 28, 2020 by *aedis architects*.

## SCOPE OF SERVICES

### Geotechnical Engineering Investigation:

- A. Utility Marking - Prior to initiating the subsurface investigation, the proposed boring locations will be marked, and Underground Service Alert (USA) and the client will be contacted to locate utilities that fall within their scope of services. In addition, a private utility locator will be hired to screen the boring locations for potential utility conflicts.
- B. Subsurface Exploration Program - The California Division of the State Architect requires one boring for each 5,000 square feet of building area at the foundation level with a minimum of two borings per building. The number of proposed borings is based on the building footprints shown on the referenced Schematic Campus Plan. To evaluate subsurface conditions, we plan to use a combination of auger-drilled borings and cone



penetration test (CPT) soundings throughout the site. Planned borings/soundings include thirty (30) borings at the 15 planned classroom buildings (2 per building footprint), four (4) borings at the gymnasium building, five (5) borings at the kitchen/multi-use building site, one (1) boring at the covered lunch location, four (4) borings in the parking lot areas, and one (1) additional boring in the turf play field area (50 borings/soundings total). Three (3) CPT soundings will be advanced to a depth of 45 feet for use in the assessment of seismic ground response and to evaluate the potential for seismically induced settlement. The remaining borings/soundings will be 10 to 30 feet deep. The borings and CPT soundings will be drilled and advanced, respectively, using the appropriate truck-mounted rig. Soils encountered in the borings will be classified in general accordance with the Unified Soil Classification System. Soil samples will be obtained using an internally-lined barrel sampler, standard penetration tests will be performed at selected intervals, and bulk samples will be obtained from the auger cuttings. Copies of the boring logs will be included in the report. As required by the Santa Clara Valley Water District, the borings will be backfilled with cement grout.

- C. Infiltration Testing – In conjunction with the subsurface drilling, four sets of two soil infiltration rate tests will be performed at depths ranging from 3 to 6 feet in borings drilled near the locations of the planned stormwater facilities to be identified by the client or client representative. The infiltration tests will be performed in general accordance with the Deep Quick Infiltration Testing Methodology, as detailed in the document *Native Soil Assessment for Small Infiltration-Based Stormwater Control Measures* prepared by Earth Systems Pacific for the Central Coast Low Impact Initiative (2013). The test results will be included in the geotechnical engineering report and will include a brief description of the test methods, a map showing the approximate test locations, and tables of the infiltration test results.
- D. Laboratory Testing Program - Soil samples will be tested in the laboratory to identify properties such as moisture and density of ring samples, grain size distribution, plasticity index, unconfined compressive strength, and R-value. Soil corrosion potential testing will also be conducted in accordance with ASTM test methods. The corrosion tests will be performed by our subconsultant corrosion engineer, CERCO Analytical, Inc., and their report will include a brief evaluation of the test results. The actual number and types of tests to be performed will be determined by a Registered Geotechnical Engineer based upon the subsurface conditions encountered. In the event that obvious evidence of hazardous materials is encountered at the site during our field work, we will notify the School District of the finding and discuss recommendations for evaluation. All added



costs incurred as a result of suspected hazardous substances would be charged on a time-and-expense basis over and above the established fees for the geotechnical and geologic investigation.

- E. The field and laboratory data will be reviewed by a Registered Geotechnical Engineer and evaluated with respect to development of criteria for site preparation and grading, foundations, slabs-on-grade and exterior concrete flatwork, utility trenches, asphalt concrete pavement sections, site drainage and finish improvements, and geotechnical observation and testing. If potentially liquefiable soils are encountered in the borings, a quantitative liquefaction evaluation will be conducted in general accordance with the California Geological Survey's Special Publication 117A, *Guidelines for Evaluating and Mitigating Seismic Hazards in California*.

The following items will be addressed in the geotechnical engineering section of the report:

- Soil and groundwater conditions encountered,
- Expansion potential of the soil,
- Liquefaction potential of the site,
- Preparation of the site prior to grading,
- Grading criteria,
- Types and depths of foundations,
- Maximum allowable bearing capacities,
- Seismic coefficients for use in foundation design,
- Total and differential settlement,
- Resistance to lateral loads,
- Subslab ground treatment,
- Exterior concrete flatwork,
- Utility trench backfill,
- Asphalt concrete pavement sections,
- Soil infiltration test results,
- Surface drainage and finish improvements, and
- Geotechnical observation and testing.



**Geologic Hazards Evaluation:**

The school site is not located within a Seismic Hazard Zone as shown on California Geological Survey's Gilroy 7.5-minute quadrangle. Additionally, according to Santa Clara County Geologic Hazard Maps, the property is also outside of County geologic hazard zones.

For the geologic hazards evaluation, a Certified Engineering Geologist will perform a site reconnaissance and review available geologic literature pertaining to the site and its vicinity. Historical and current aerial photographs (as available) will be reviewed and interpreted with respect to geomorphology and any unusual geologic features or anomalies. A site geologic map will be developed based on the above-information and on a review of information obtained during the subsurface investigation.

A seismic analysis of the site will be performed to assess the presence of faults that could have an impact upon the site. The analysis will consist of reviewing earthquake fault maps and performing a seismic computer analysis of faults within a 65-mile radius of the site. The seismic analysis will also provide information to address strong ground shaking at the site. Secondary seismic hazards such as liquefaction, seismically induced landsliding, seismically-induced settlement, flooding, acute erosion, tsunami, potential for naturally-occurring asbestos and radon will also be addressed.

The geologic hazards section of the report will address the following:

- Geologic structure and stratigraphy,
- Regional faults and their relationship to the site,
- Magnitude and epicentral distance of significant past nearby earthquakes,
- Seismic hazards such as ground shaking and ground rupture,
- Ground motion analysis,
- Potential for liquefaction,
- Potential for seismically-induced settlement,
- Potential for landslides,
- Setbacks from slopes,
- Potential for flooding, acute erosion, Tsunami, and other water-related hazards.

The seismic site class is yet to be determined and will be based on subsurface site conditions encountered during the drilling/CPT exploration. As such, for the purposes of this proposal, it is assumed to be Site Class D requiring a site-specific ground motion analysis (CGS, Note 48).



**Report Preparation:**

Information gathered during the geotechnical engineering investigation and the geologic hazards evaluation will be compiled into a combined geotechnical engineering and geologic hazards report. The geotechnical engineering portion of the report will be intended to be in conformance with Sections 1803A.2 through 1803A.6 and J104.3 of the 2019 California Building Code (CBC), and common geotechnical engineering practice in this area at this time under similar conditions. The Geologic Hazards Evaluation will be intended to be in conformance with California Geological Survey Special Publication 117A and Note 48, and common engineering geologic practice in this area at this time under similar conditions. The results of the soil corrosivity testing and evaluation by CERCO Analytical, Inc., will be included as an appendix to the report. Because Earth Systems Pacific does not practice corrosion engineering, and if recommendations to protect below grade piping from corrosion are needed, a corrosion engineer would be retained to develop such recommendations. The cost to retain a corrosion engineer would be invoiced on a time and materials basis and is not included in our proposed fee below.

Analysis of the soil for LID/BMP improvements, mold or other microbial content, contaminants or other chemical properties; radon testing; estimates of material shrinkage; construction issues within the domain of contractors; foundation plan reviews; meeting attendance; consultation subsequent to the investigation not discussed above; construction observation and testing, and any other services not specifically noted in the preceding paragraphs are beyond the scope of the proposed work.

**FEES**

We propose to provide the geotechnical engineering investigation and geologic hazards evaluation on a fixed fee basis.

Geotechnical Engineering Investigation, Geologic Hazards Evaluation, and Infiltration Rate Testing	\$50,600.00
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**SCHEDULE AND CONDITIONS**

The fees and conditions of this proposal will remain in effect for a period of 90 days. Prior to initiating the subsurface investigation, Underground Service Alert will be contacted to locate utilities that fall within their scope of services and a private utility locator will be hired. However, responsibility for accurate location of underground utilities lies with the client, and Earth Systems Pacific shall not be held responsible for damage resulting from the incomplete or inaccurate identification of underground utilities.



Terms for our services will be negotiated prior to initiating work on the project.

We thank you for your consideration of our firm for this project. Please feel free to contact me at your convenience if you have any questions or require additional information.

Sincerely,

Earth Systems Pacific

Ajay Singh, GE  
Principal Engineer

Brett Faust, CEG 2386  
Vice President

Doc. No.: 2011-033.PRP/kt



QUOTATION: 20TRS-507115/C

Gilroy Unified School District: Brownell Middle School: Admin Building A22 and A11

CREATED 11/25/2020 | Valid Through 2/23/2021



**Gilroy Unified School District: Brownell Middle School:  
Admin Building A22 and A11**

Quote Number: 20TRS-507115/C

*CREATED 11/25/2020* | **Valid Through 2/23/2021**

KI is pleased to present the enclosed quotation. The following items are included:

- Quote
- Summary
- Itemized Quote
- Detailed PO requirements
- Product Options

PRODUCT TOTALS	\$9,425.70
See Quote Detail Summary	\$848.31
<b>GRAND TOTAL</b>	<b>\$10,274.01</b>

**Requested Delivery Date:** To be Determined

**Sold To**  
 Gilroy Unified School District  
 7810 Arroyo Circle  
 Gilroy, CA 95020  
 P. (408) 847-2700  
 Customer # 18377

**End User**  
 Brownell Middle School  
 7800 Carmel Street  
 Gilroy, CA 95020

**Ship To**  
 To be Determined

**Installation**  
 DROP SHIPPED/No Installation

**Sales Team:**

Bridget Eyraud  
 Field Sales Specialist  
 Bridget.eyraud@ki.com  
 831-521-9959

Taylor Schmidt  
 Inside Sales Specialist  
 taylor.schmidt@ki.com  
 877-240-5376



**Client Notes:**

Quote reflects delivered pricing.  
 Installation is not included.  
 Changes in quantity, finish options, etc. may affect pricing.  
 When submitting purchasing contracts please reference quote#20TRS-507115  
 Please send PO directly to taylor.schmidt@ki.com



CREATED 11/25/2020  
 VALID THROUGH 2/23/2021  
 Prepared By Taylor Schmidt  
 Quote Filename Gilroy Unified School District: Brownell Middle School: Admin Building A22 and A11 - 20TRS-507115/C

Line	Model		Qty.		Sell Price	Extended Total	TBD Options
<b>Tag 1: CORRIDOR A22</b>							
1.1	S7L/304804D	700 Series Files Lat File,4H-30Wx18Dx51-1/2"H	1		\$726.30	\$726.30	
		Pull Options Unit Color Counterbalance Option Key Option National Key Alike		Classic (inset pull) Starlight Silver Metallic With Counterbalance Key alike Key Alike Lock #101	/CLSC /SX /CBW /KA /L101		
1.2	S7L/364804D	700 Series Files Lat File,4H-36Wx18Dx51-1/2"H	3		\$837.45	\$2,512.35	
		Pull Options Unit Color Counterbalance Option Key Option National Key Alike		Classic (inset pull) Starlight Silver Metallic With Counterbalance Key alike Key Alike Lock #101	/CLSC /SX /CBW /KA /L101		
1.3	S7L/424804D	700 Series Files Lat File,4H-42Wx18Dx51-1/2"H	4		\$942.75	\$3,771.00	
		Pull Options Unit Color Counterbalance Option Key Option National Key Alike		Classic (inset pull) Starlight Silver Metallic With Counterbalance Key alike Key Alike Lock #101	/CLSC /SX /CBW /KA /L101		
<b>Tag 1: CORRIDOR A22</b>						<b>WorkGroup Product Subtotal</b>	<b>\$7,009.65</b>
<b>Tag 1: HEALTH A11</b>							
2.1	S7L/303603D	700 Series Files Lat File,3H-30Wx18Dx39-1/4"H	3		\$609.75	\$1,829.25	
		Pull Options Unit Color Counterbalance Option Key Option National Key Alike		Classic (inset pull) Starlight Silver Metallic With Counterbalance Key alike Key Alike Lock #101	/CLSC /SX /CBW /KA /L101		
2.2	S7L/9018T-74P	700 Series Laminate Top for Side-by-Side Units,74P Edge,90x18"	1		\$279.90	\$279.90	
		Surface Finish KI Laminates Edge Color		KI Laminates RIVER CHERRY LAM 7937-38 River Cherry edge	Standard /LRY /TRY		
2.3	SPSCAU	Strive Task Cantilever Arm Stool,Uphol Seat	1		\$306.90	\$306.90	
		Base Color Poly Seat & Back Color Poly Seat & Back Color Caster Option Upholstery Grade/Color Upholstery Grade/Color P2 Pallas Fabric HAVEN		Black No Fire Retardant Cayenne Hard floor casters (black only) Compliance to TB 117-2013 Pallas Fabric Group P2 HAVEN GREYHOUND	/BL -NFR /PCY /S /NFR GRPP2 HAVEN /27.291.122.P		
<b>Tag 1: HEALTH A11</b>						<b>WorkGroup Product Subtotal</b>	<b>\$2,416.05</b>

**Quote Summary**

**Product SubTotal: \$9,425.70**  
**Estimated Sales Tax 9.0000%: \$848.31**  
**Quote Total: \$10,274.01**

NOTES:

- Images shown above are intended for approximate visual reference only and may not represent the exact models, numbers, descriptions or options selected. Refer to the model number/description/options shown for full product specifications.
- Sales Tax (For Shipment within the United States Only): Estimated sales/use tax will be calculated when order is entered. It is the customer's responsibility to pay any applicable sales/use tax due upon invoicing. A customer will not be charged sales tax if (1) a Resale Certificate, (2) an Exempt Organization Certificate, or (3) a Direct Pay permit is on file with KI's Finance Department. If no certificate is on file, the appropriate sales/use tax rate in effect at shipment will be applied and tax will be added to the customer's invoice.

Sales resulting from purchase orders issued by the customer to KI (Whether related to this quotation or otherwise) are governed and controlled by the Terms and Conditions found at [www.KI.com/terms](http://www.KI.com/terms)

Prepared by Taylor Schmidt  
Market Code: 2=2=K-12

Opportunity #: 507115

Quote Filename: Gilroy Unified School District: Brownell  
Middle School: Admin Building A22 and A11 - 20TRS-  
507115

#### Final Considerations:

To ensure your Purchase Order (PO) is processed quickly and efficiently, please adhere to the following requirements:

1. All purchase orders must be issued to KI or KI c/o the dealer with this address:  
KI  
1330 Bellevue Street  
Green Bay, WI 54302
2. The following items must be included on all purchase orders:
  - Sold To/Bill To Information: complete legal name, address, telephone number and fax number
  - Ship To Information: complete legal name, address, contact name, contact phone number
  - Purchase Order Number: a customer-specific identifier, typically a sequential purchase order number or requisition number
  - Issue Date: date the purchase order was issued
  - Sales Tax: applicable sales tax will be added upon KI invoicing. If tax exempt, customer must provide or have the tax exempt certificate on file at KI
  - Purchase Order Total: total of all items and services included on the purchase order
  - Authorization: signature of authorized purchasing agent or buying entity
  - Order Details: reference a fully optioned KI quote (ex: 11KGH-85432) or include all the information listed below
    - Quantity of each item
    - Complete model number, including all finish and option information (by line item)
    - Net purchase price (by line item)
    - Extended net purchase price (all line items)
    - Any additional applicable charges (ex: installation and/or delivery charges)
    - Contract name and/or number if pricing is based on a contract reference
3. Signatures on a quote or a worksheet cannot be accepted as a purchase order.
4. In the event that you do not have a formal Purchase Order process, please contact your KI Sales Representative or call 1-800-424-2432, and we will assist you with creating a PO.

We appreciate your cooperation in providing us with all the required information listed above on your Purchase Order. Complete information helps us serve you better. Thank you for your order.

**Purchase Orders that do not meet these requirements will be placed on hold until complete information is received by KI. Purchase orders on hold are not released to manufacturing or assigned a delivery date. KI order lead times begin once the order is released to manufacturing.**





**Safe Air Fast Environmental LLC**  
**Testing and Consulting Services**  
 Serving Field Offices: Vallejo CA 94591/Rocklin CA 95677  
 Mailing Address: PO Box 2948, Rocklin CA 95677  
 Office Phone: 415.813.4144 / Office Fax: 888.979.6417 / Email: admin@safefirst.com

## **Limited Preliminary Bacterial Inspection Report**

### **Results: “Satisfactory”**

**Subject Property:**

7800 Carmel St.,  
Gilroy CA 95020

**Client:** Flint Builders

**Survey Date:** November 23, 2020

**Report Date:** November 25, 2020

Report Produced By:  
George Lacanilao  
Field Consultant

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**Table of Contents:**

Section 1 General Inspection Information

Section 2 Survey Collected Microbial Sample Data of **Client Defined Areas**

Section 3 **Primary Conclusion Statements**

**Bacteria Laboratory Report attached to the end of report**

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## **1 - GENERAL INSPECTION INFORMATION**

**Survey Introduction**

Safe Air Fast Environmental, LLC (SAFE) performed a Limited Limited Preliminary Bacterial Inspection at 7800 Carmel St., Gilroy CA 95020. The Inspection was performed in accordance to the agreed upon Limited Limited Preliminary Bacterial Inspection Reliance and Warranty Statement as published within this document, Appendix C.

The Survey was performed on November 23, 2020 by our Field Consultant, George Lacanilao.

**Survey Objective**

SAFE's Survey was completed in an attempt to confirm water damage readily observable by SAFE within Client Defined Survey Areas (Section 1.3) in that SAFE can opine as to “No Further Restoration” actions appear required pending completion of any additional report directed actions (Section 3.0) and reconstruction actions can occur within the Client Defined Survey Areas.

Client is advised SAFE's survey, unless otherwise noted within this report, involves the evaluation of water damage restoration actions as related to identifiable elevated moisture issues only with regards to the opined "Satisfactory" determination that "No Further Restoration" is required. Assessment of air quality, the determination of airborne particles, including mold colony fragments, and the evaluation of other microbial impact issues on surfaces is not considered within this report and SAFE opines is not required to permit the determination of "Satisfactory" dry-down of surfaces with regards to surface dry-down and reconstruction action.

The above noted, indoor environments can contain a complex mixture of live (viable) and dead (non-viable) microorganisms, fragments thereof, toxins, allergens, microbial volatile organic compounds (MVOCs), volatile organic compounds (VOCs) and other chemicals. It is not the function of SAFE's Survey, this report or any kind of limited sampling performed by SAFE to take the place of a comprehensive indoor air quality investigation within the Subject Property or to determine the potential impact the Subject Property or Client defined areas may or may not have on surrounding areas, properties, contents or Subject Property occupants.

#### **Client Defined Survey Areas**

SAFE's Survey was limited to include only the following readily observable and accessible Client defined areas:

- See Section 2 for Client Defined Areas

Client is advised no opinion is being rendered within this report or by SAFE about any areas other than the above listed Client Defined Survey Areas or about any area within Client Defined Survey Areas not considered by SAFE personnel to be readily visible or accessible either through report definition or SAFE personnel opinion. Areas directed for product removal or intrusive investigation within SAFE action plans or per ANSI-IICRC S500 / ANSI-IICRC S520 and not completed were done so at contractor direction or per Client request and as such evaluation of such deviations or non-completed actions are outside SAFE's engagement (unless so noted in this report) and are at contractor or Client's sole peril and liability with regards to any water impact or microbial related issues within, stemming from or potentially stemming from such areas.

SAFE did not evaluate content items (personal property) items within this the Subject Property or within Client Defined Inspection Areas nor were such items considered under SAFE engagement or within this report unless specifically referenced within this report under Section 1.3, Client Defined Areas. Contents should be addressed per applicable ANSI-IICRC S500 or ANSI-IICRC S520 standards. If content review or content site action recommendations are required or requested please contact SAFE and engage accordingly. SAFE assumes no liability for actions related to the review or address of content items within this report or that of any condition the contents may support or present to the indoor environment, other content items or Subject Property occupancy.

#### **Limited Survey Methodology (Post-Remediation Testing and Verification Levels of Cleanliness Assurance)**

As a general practice SAFE attempts to align the survey with the following documents when document components are available to SAFE and inclusion is permitted under engagement to SAFE at time of Survey:

- American National Standards Institute – Institute of Inspection, Cleaning and Restoration S500 Standard for Professional Water Damage Restoration, 3<sup>rd</sup> Edition (IICRC, 2006)
- Post-Remediation Testing and Verification for Mold and Bacteria, Risk Based Levels of Cleanliness Assurance, 4<sup>th</sup> Edition (OEHCs, Brandys, 2011) – Category 3 water loss applied only

It is possible provided site conditions or engagement SAFE may use a blend of these documents, or documents independently, as well as SAFE personnel experience and may incorporate other industry reference documents not referenced within this report though relied upon and available upon request.

Following the above listed documents SAFE reviews survey areas for compliance to ANSI-IICRC standard and Survey "Satisfactory" criteria through "Level of Cleanliness Assurance" assessment (Level 0 through Level 1). In general the "Levels" are as follows:

- Level 0-A: Visual Only Survey
- Level 0-B: Visual Only Survey with Documentation. Modified SM 9223B, Modified ASTM Method D6503-99, and M117 for Swab Samples
- Level 1: Cleanliness Assurance of Project to "Typical" Conditions
  - Level 1 can use surface sample only assessment, air sample only assessment or a combination of both with work controlled area(s).

Client and site parties are advised, unless noted in report, SAFE applied a Level 1 Visual and Surface Only Survey per Client request and per engagement. Air sampling is **NOT** completed during a standard Level 1 survey as engaged nor is such sampling SAFE practice during water Post Dry-Down verification surveys and as such SAFE is not providing comment or evaluation of indoor air quality either within work areas or within non-work areas.

If air sampling is required SAFE is to be accordingly engaged prior to any site reconstruction actions. SAFE recommends when air sampling is completed during a Limited Post Dry-Down Verification Survey that sampling is done in a manner to support scientific certainty principles and to a pre-established confidence level. Air sampling absent this approach can be misleading or useless. Client assumes risk and liability associated with Level 1 Visual and Surface Only Survey and understands based on Client restraints air sampling, to above recommendations, was not performed.

**If additional information not cited within this report should be considered by SAFE or if additional site services or supplemental sampling is required (including air sampling if not collected), SAFE is to be contacted prior to any reconstruction, report reliance or report distribution. Such additional information may alter SAFE findings and conclusions and as such any SAFE suggestive site actions if provided.**

## 2 - MICROBIAL INSPECTION RESULTS

### Survey Collected Microbial Sample Data

Sample ID	Sample Location/ Client Defined Areas	Sample Type	Sample Results for Coliform/ <i>E. coli</i> / <i>Enterococci</i>
1- 40205689	Bathroom Floor by the Drain	Swab	Absent
2- 40205690	Main Work Area Carpet Floor / North Cabinet Toekick	Swab	Absent
3- 40205691	Room Health A11 Floor / East Drywall behind Rubber Base	Swab	Absent

If questions exist about any Survey data, or the absence of data, please contact SAFE prior to any site action, report reliance or report usage. Laboratory analyzed data when listed below will be supplemented by actual laboratory analysis sheets attached to this report.

## 3 - MICROBIAL INSPECTION CONCLUSIONS

### Primary Conclusion Statement:

Given the Subject Property findings on Survey Date within Client Defined Survey Areas SAFE opines the following:

- Conditions within Client Defined Survey Areas (Section 1.3) appear "Satisfactory" with regards to criteria established by SAFE within this report (or as provided in a third party report presented to SAFE) in such a manner that SAFE can opine as to "No Further Restoration" actions appear required pending completion of any additional report directed actions (Section 3.0) and reconstruction actions can occur within the Client Defined Survey Areas.

The above Primary Survey Conclusion Statement was based on Survey criteria which included, though not limited to, that containments or work areas were opined to adhere to the following:

- Be prepared in a manner to allow visual observation, documenting and when required sampling.
- Display adherence to ANSI-IICRC S500, when applicable, and comply with SAFE's (or other established party) directed actions and supplemental guidelines.
- Be free of readily visible mold growth and potential bacteria concerns.
- Be free of readily exposed insulative product.
- Be free of readily observed dust or debris. Black and white glove wiping is to be considered the standard assessment.
- Maintain building material moisture below dry standard or accepted percentages, wood <15%; drywall <0.5.

In the event site parties have questions or concerns about survey conclusions, post survey requirements or the lack of any conclusions, recommendations or guidelines SAFE should be contacted prior to any reconstruction, report reliance or report distribution.

## 4 - LIMITED POST SURVEY REQUIREMENTS

### Post Survey Requirements

Provided Survey findings, within Client Defined Survey Areas, SAFE opines the following:

- Provided Survey findings SAFE does not opine that additional post survey actions are required beyond a review of and when applicable the completion of the below listed General Recommendations at this time based on current Survey information.

### General Limited Recommendations

In addition to completing, when provided, above listed Site Specific Survey Requirements SAFE requires when applicable the below following standard post Survey requirements as part of the pre-reconstruction process:

- After "satisfactory" Survey it is advised containment barriers remain in-place to contain dusts generated by reconstruction.
- Confirm microbial contaminant source or water source has been identified, evaluated and corrected by qualified party.
- Confirm work area or exposed water and vapor barrier systems are intact, repaired when required and functioning correctly by qualified party.
- Confirm all building products presenting mold and bacterial issues were identified and corrected throughout the Subject Property.
- Professionally clean using a National Air Duct Cleaners Association (NADCA) certified or like-qualified company all heating and air conditioning (HAVC) system components, including duct system, blower system, all forced air unit (FAU) components and return system components to ACR 2006 requirements when any dry-down action occurred within HVAC system area or return system areas. Dry-down action within adjacent areas or other Subject Property areas requires localized cleaning of registers and returns within work areas and the change out or cleaning of all HVAC system filters.

- Professional carpet cleaning, by an IICRC firm or like qualified party, all carpet product located within, previously within or adjacent any dry-down action or work area unless carpet product is to be removed, discarded and replaced.

Failure to complete post Survey actions can result in potential microbial and airborne particulate issues within Subject Property and will release SAFE of any Subject Property liability as related impact condition when potentially related to non-completed directed action.

## 5 – DISCLAIMER STATEMENT

### **Disclaimer Statement:**

The results, findings, conclusions and recommendations expressed in this report are based only on conditions noted during the inspection within the listed Client Defined Inspection Areas and sampling was completed per agreed engagement.

SAFE, unless specifically noted within this work product, was not engaged to, nor did SAFE identify water loss source, microbial impact source, or other building related impact issues (i.e. water and vapor barrier systems, structural component issues, fire proofing issues, etc.). Comments and opinions made with respect to such issues, even when engaged, are casual in nature and require review, evaluation and confirmation by a qualified third party. SAFE will not be responsible for nor assumes any liability as a result of failure to restore any building products, failure to identify contaminant source, failure to correctly identify water source or to advise Client or any party about such building product concerns regardless if readily identifiable or cause.

SAFE, in some instances, may be asked to render expert opinion, suggestions or recommendations based on invalid statistical data, incomplete information or intentionally misleading information. Client is advised such opinions, suggestions or recommendations carry extreme limitations in use and reliance and may at times exacerbate Subject Property conditions, create false or inaccurate Subject Property assumptions and reliance or may result in breaches in federal, state and/or local regulations.

The professional services provided and judgments rendered on this project meet current professional standards and do not carry any other guarantee. SAFE is not responsible for any property devaluation based on identified issues, completed work or public perception. In no event will SAFE be liable for damages of any kind, including though not limited to, special, indirect, incidental, punitive or consequential regardless of the form or type, including though not limited to, contractual, tort or product liability related to or arising from the an SAFE survey, SAFE work product or actions undertaken by site parties or any third party arising from this SAFE surveys or work product in any form or manner except as expressly provided herein or within a written engagement agreement. SAFE disclaims any and all representations and warranties of any kind or nature related to the completed survey, site findings, published work product or the accuracy of collected site data, analysis or information provided when such information is provided by any third party and is considered inaccurate, incomplete or fraudulent.

Engagements or contracts not stipulated in writing, such as verbal agreements, are not considered valid and do not supersede any written document or work product limitation or statement. The Client is solely responsible for the use of, and any determinations made from SAFE work product, SAFE recommendations or SAFE conclusions. SAFE shall not have any liability with respect to Client's decisions or recommendations made or actions taken by the Client, its subsidiaries, contractors or any other related or affiliated third party, based on the findings of any SAFE published work product outside that stated within the work product or in place written agreements or written contracts. If questions arise about any survey, any work product or the engagement agreements - contracts, contact SAFE immediately.

I hereby certify that I am responsible for the services described in this document. The services described in this document have been provided in a manner consistent with the current standards of the profession and to the best of my knowledge comply with all applicable federal, state and local statutes, regulations and ordinances.

Respectfully submitted,

*George Lacanilao*

George Lacanilao

Field Consultant

Safe Air Fast Environmental, LLC

Serving Field Offices: Vallejo CA 94591/Rocklin CA 95677

Mailing Address: PO Box 2948, Rocklin CA 95677

Office Phone: 415.813.4144 / Office Fax: 888.979.6417 / Email: admin@safefirst.com

## **APPENDIX A: Survey Data and Collection Methodologies**

### **General Applied Survey Methodologies**

#### **Temperature and Relative Humidity Collection Methodologies**

Generally during surveys SAFE uses a hand-held temperature and relative humidity monitoring device in areas to record temperature and relative humidity measurements to determine the potential presence of hidden wet building materials or standing water. The American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE) recommends living space areas maintain relative humidity between 30% and 70%, with an ideal range between 40% and 60%.

#### **Moisture Content of Construction Material Collection Methodologies**

Generally during surveys SAFE uses a combined penetrating and non-penetrating moisture meter randomly throughout the property in "wet areas" (i.e. kitchen bathrooms, laundries) and in other water suspect areas to evaluate potential elevated moisture within accessible building products. SAFE assesses wet products against a comparative "dry standard" or requires wood product readings <15% and drywall product readings <0.5% to be

deemed "dry". At times a thermal imager (used to detect emitted infrared radiation from an object) may be used to detect wet building products, and when accessible is confirmed using the above noted moisture meter. Areas of detected "elevated moisture" are noted within the report body, Section 3.0.

### **General Survey Sampling Collection Methodologies**

Collection of samples (mold, bacteria, asbestos, carbon dioxide, carbon monoxide, etc.) during a preliminary survey is not an SAFE survey standard unless SAFE has been specifically engaged to collect such samples. SAFE advises Client sample results considered "atypical" or "elevated" or sample results considered "normal" or "non-elevated" are not a guarantee or assurance that such a labeled condition exists provided most completed sampling supports numerous variables and as such fails, in most cases, to provide statistical significance within sampling areas.

According to the United States Environmental Protection Agency (USEPA):

"A number of pitfalls may be encountered when conducting sampling. An inadequate number of samples may be taken, there may be inconsistency in sampling site actions, the sampler may become contaminated, outdoor control samples may be omitted, and you may incur costs for unneeded or inappropriate samples. Budget constraints will often be a consideration when sampling; professional advice may be necessary to determine if it is possible to take sufficient samples to characterize a problem in a given budget. If it is not possible to sample properly, with a sufficient number of samples to answer the question(s) posed, it would be preferable not sample. Inadequate sample plans may generate misleading, confusing, and useless results".

SAFE, in some instances, may be asked to render expert opinion, suggestions or recommendations based on invalid statistical data, incomplete information or intentionally misleading information. Client is advised such opinions, suggestions or recommendations carry extreme limitations in use and reliance and may at times exacerbate Subject Property conditions or create false or inaccurate Subject Property assumptions and reliance as may the limited analysis of any collected samples. According to the American Conference of Industrial Hygienist (ACGIH):

"Failure to find a biological agent or related environmental condition (through sampling) is not absolute insurance of their absence or of exposure and risk. However such findings may make absence more probable than presence and may be used to support that the environment presents conditions of acceptable risk. Investigators can never definitively conclude or prove that an environment is "safe" and presents no risk of exposure to biological agents. Data can be collected that document apparent absence of specific hazards, but the requirements for data quality to reach this conclusion are stringent".

### **APPENDIX B: Survey Pictures**

*Pictures are only attached when requested to save file delivery size. If pictures are not attached, and are required, they can be obtained by contacting SAFE.*

### **APPENDIX C: Limited Post Bacterial Remediation Verification Survey Report Reliance and Warranty Statement**

Upon report delivery, Client accepts Safe Air Fast Environmental (SAFE)'s Survey and all work products are limited by the terms and conditions stated within this report, this statement and other SAFE published work product. Further, Client accepts Subject Property conditions may change over time with respect to dampness, microbial impact and weather, that hidden conditions not discoverable during the Survey or within the Survey's scope may exist and fall outside readily observable areas or areas included within the Survey, that latent or concealed defects and deficiencies are excluded from Survey and that the Survey was limited by time, budget and other applied constraints. Listing of such constraints can be provided at request.

SAFE represents to the Client that it has used a degree of care and skill ordinarily exercised by like qualified independent environmental professionals (IEP) given Client or Survey limitations and known Subject Property conditions in the preparation of SAFE work product, the completion of SAFE Surveys and in the assembling of data and information related thereto with respect to Survey Level performed. No warranty or guarantee concerning the findings or conclusions beyond that stated wherein this "Statement" is intended or offered. SAFE makes no warranty, nor can any company, that the Subject Property or any property is free from existing or threatened microbial contamination or elevated moisture conditions. SAFE is not responsible for changes in state of industry. SAFE hereby expressly disclaims any and all representations and warranties of any kind or nature, weather expressed, implied or statutory, related to the findings of this report. Additionally, this report does not make any express or implied warranty or guarantee regarding the Survey or methodology used by the inspector performing the Survey reported herein, or the accuracy of any information provided.

With respect to SAFE's Survey, Client must understand the completed Survey is not considered sufficient in detail and scope to serve as an all-inclusive and comprehensive Subject Property Survey to identify all areas of potential microbial concern or elevated moisture conditions inside or at the Subject Property or to identify all potential conditions of mold contamination including that via air disbursement. Such a comprehensive Survey requires unrestrained intrusive and destructive investigation of all Subject Property building products and areas, including opening of all building cavities, coupled with non-restricted Subject Property sampling and data collection which SAFE opines is not practical under the current engagement as such actions would result in the destruction of the Subject Property itself and given most Survey engagements is cost prohibitive. SAFE's Survey is not technically exhaustive and the fee charged is substantially less than that of a technically exhaustive Survey or inspection.

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Client is advised the determination the Subject Property or Client Defined Inspected Areas support "no elevated moisture" or "no microbial contamination" is neither feasible nor practical and as such no company can make such a statement based on the completed Survey or any type of

limited Survey. Client is advised that neither SAFE nor any company can guarantee all potential contamination or elevated moisture conditions were identified at the Subject Property during the completed Survey. It is also possible identified potential microbial contaminated areas or elevated moisture conditions may not be noted in this report or may fall outside SAFE's engagement or areas of listed Survey.

The above noted areas considered inaccessible or impractical to inspect may contain water damage and microbial issues that may impact living space areas and require additional water damage restoration or mold remediation actions. Such areas, at a minimum, are: areas within containment or work areas sealed under or obfuscated from view by plastic barrier, tape or other like products; interiors of walls and ceilings and inaccessible areas below; areas concealed by any floor product or floor covering; areas to which there is no access without defacing or tearing out lumber, masonry, roofing or other finished workmanship; any attic and basement areas unless specifically engaged to evaluate and separated listed as a Client defined area or when engaged attic or basement areas concealed or made inaccessible by insulation, construction, ducting, belongings, or equipment; areas where locks or contents prevented access; areas concealed by appliances, contents or other like items including stored materials; and areas concealed by any vegetation, soil, rockscape or other landscape items.

Client is advised SAFE's services consist of professional opinions and absent current federal or when operating in states absent state mandated standards associated with elevated moisture and potential microbial growth SAFE's Survey the this report was completed in accordance with select industry or SAFE established principles and practices. As such, SAFE work product may incorporate, though not limited to, SAFE personnel or other third party experience and analysis, prior investigation documentation, related Subject Property party interviews or inclusion of potential non-standard industry practices, procedures or opinions to evaluate and opine about the potential presence of readily observable damp indoor environments, associated microbial growth, or the conditions conducive to microbial contamination.

SAFE is not responsible for consequences or conditions intentionally or unintentionally concealed or withheld from SAFE, overlooked or not evaluated by SAFE or not fully disclosed to SAFE at any time prior to, during or after the conducted Survey or completed work product. Further, SAFE makes no warranty whatsoever with respect to any condition, microbial or other, for areas outside the Client Defined Survey Areas or for any area(s) SAFE opines were not readily observable or were considered inaccessible whether within Client Defined Survey Areas or not.

SAFE considers information provided by Client and third parties truthful and accurate for work product purposes. SAFE is not responsible to independently verify any information provided and may rely on information absent actual knowledge to the contrary and to the extent that the information appears reasonable to SAFE personnel. SAFE understands accuracy and completeness of information may vary among sources and as such information not provided within this report was not considered in work product opinions, conclusions and site actions plans. If site parties believe additional information should be considered or if provided information may be inaccurate or incomplete SAFE is to be contacted prior to any report reliance as work product opinions, conclusions and site action plans may alter or become invalid.

Based on engagement some potential pollutants (i.e. asbestos, lead, etc.) may not have been characterized and additional investigation may be needed to determine if such other pollutants are present at the Subject Property or to align to potential applicable federal, state or local regulatory or compliance requirements. Subject Property work completed absent such other pollutant evaluation, regardless of property age or SAFE knowledge of such potential contaminants, is done so at contractor or Client's sole peril and liability. SAFE is not required to make other such potential pollutant inspection recommendations.

All regulatory standards and industry standards or guidelines referenced or commented to in SAFE work product are based on SAFE's knowledge of applicable documents in effect at the time work was performed and per SAFE personnel's understanding of such documents. SAFE cannot anticipate potential future changes or interpretation adjustments to regulatory standards.

At this time, unfortunately, no agency in the United States has established recommended airborne levels of culturable mold spore or total mold spore levels or mold growth exposure levels though a number of United States agencies and industry groups have produced assessment and remediation guidelines or standards. This stated it is understood that in the presence of favorable conditions mold and other microbial conditions can proliferate rapidly producing potential adverse conditions. This noted it is generally accepted that molds are allergenic and asthmatic triggers though there is disagreement over the potential extent, if any, that mold may be infectious or toxic. It is for this reason that the assessment of structure for mold contamination and the interpretation of sampling data may at times be difficult at best and in the absence of United States' based standards SAFE may rely on foreign agency standards (Canada, multiple European Union countries, etc.) to provide comment and conclusions related to the Survey and site sampling. With this in mind the Client and users of this report must determine the appropriateness and applicability of this report given the situation, lack of United State agency standards and their personal considerations.

SAFE is not licensed as a medical professional nor are any of SAFE's personnel. Neither SAFE performed Surveys nor any SAFE work product is meant to be a health evaluation, a health assessment, any form of medical opinion or any type of a health risk analysis. SAFE or those representing SAFE bear no responsibility, regardless of cause, for the actual condition of the structure or safety of a site pertaining to Indoor Air Quality (IAQ) contamination regardless of the actions taken by the Client. A licensed Medical Doctor should be consulted for medical opinions regarding the information collected during the assessment or presented within this report. SAFE will make no comment with regards to, nor is SAFE responsible to provide comment with regards to Subject Property or surrounding property's, air quality or conditions with regards to occupancy or habitability.

In no event will SAFE be liable for special, indirect, incidental, punitive, or consequential damages of any kind regardless of the form of action whether in contract, tort, (including negligence), strict product liability or otherwise, arising from or related to the Survey or this report. The aggregate of liability of SAFE arising from this report, whether under contract law, tort law warranty or otherwise, shall be limited to direct damages not to exceed the fees actually received by SAFE from Client for this report.

The invalidity or unenforceability, in whole or in part, of any provision, statement, term or condition herein this statement or this report shall not invalidate or otherwise affect the enforceability of the remainder of these provisions, statements, terms and conditions.

Page 1 of 1

\*\*\*Official use only\*\*\*

**Company:** Servpro Gilroy

**Address:**

**Phone:** 415-757-7711

**Fax:** 888-9796417

**E-Mail:**



**SAFE AIR FAST ENVIRONMENTAL**  
TESTING AND CONSULTING SERVICES  
6511 Hearthstone Circle #323,  
Rocklin CA 95677  
Office Phone: 415-813-4144/707-750-5272  
admin@safearfast.com

**Sample Date:** 11/23/20

**Login #:**

**Sampler:** George Lacanilao

**Job Site:** Flint Builders

7800 Carmel St.  
Gilroy CA

**# of Samples:** 3

**Contact:** kathy@safearfast.com

**Contact:** ted@safearfast.com

**Contact:** admin@safearfast.com

TYPE OF WORK	TURN AROUND	PCM	TEM	PLM	LEAD BULK	LEAD AIR	MOLD	OTHER
<input type="radio"/> Laboratory Work <input checked="" type="radio"/> Consulting <input type="radio"/> On Site Monitoring	<input type="radio"/> Rush 3 hour <input type="radio"/> 6 Hour <input checked="" type="radio"/> 24hr <input type="radio"/> 2-5 Days <input type="radio"/> 3-10 Days	<input type="radio"/> Clearances <input type="radio"/> Area <input type="radio"/> Personal <input type="radio"/> Ambient Air	<input type="radio"/> Clearances <input type="radio"/> Area <input type="radio"/> Ambient Air	<input type="radio"/> PLM <input type="radio"/> 1st Positive <input type="radio"/> <1% 400 Pt. Ct. <input type="radio"/> 1000 Pt. Ct.	<input type="radio"/> Clearance Wipes <input type="radio"/> Baseline Wipes <input type="radio"/> Soils Clear Base <input type="radio"/> Bulk <input type="radio"/> TTLC / STLC / TCLP	<input type="radio"/> Area <input type="radio"/> Personal <input type="radio"/> Ambient Air	<input type="radio"/> Air <input type="radio"/> Bulk <input type="radio"/> Tape Lift <input type="radio"/> Clearance <input type="radio"/> Baseline <input type="radio"/> Ambient Air	<input checked="" type="radio"/> Qualitative Total Coliform <input checked="" type="radio"/> & E.coli (MUG) <input checked="" type="radio"/> Enterococcus

Sample Number	Time		Total Minutes	Liters Per Minute			Total Volume	Time	Type Media Testing	Location
	On	Off		On	Off	Aver				
1								11:33 AM	Bacteria Swab	Bathroom Floor by the drain
2								11:30 AM	Bacteria Swab	Main Work Area Carpet Floor / North Caninet Toekick
3								11:38 AM	Bacteria Swab	Room Health A11 Floor/ East Drywall Behind rubber base

\*Special Instructions: Composite joint compound and sheetrock per customer. Stop at first positive if skim coat, spray-on, stucco or plaster greater than 1%.

Chain of Custody							
Relinquished By:	Date/Time	Received By:	Date/Time	Relinquished By:	Date/Time	Received By:	Date/Time
George Lacanilao	11/23/20	<b>RECEIVED</b> NOV 23 2020					

BY: *[Signature]* P/O 11/23/20



FORENSIC  
LABORATORIES

## Viable Bulk Bacterial Analysis

Safe Air Fast Environmental LLC  
Ted Kruschke  
PO Box 2948

Rocklin, CA 95677

**Sample Type:** Swab

**Analysis:** Qualitative Analysis for Total Coliform, E. coli, and Enterococcus; MUG & Enterococcus Tests

**Job ID / Site:** Flint Builders, 7800 Carmel St, Gilroy CA

**Client ID:** L1647  
**Report Number:** F140587  
**SGSFL Job ID:** L1647  
**Date Received:** 11/23/20  
**Date Analyzed:** 11/24/20  
**Date Printed:** 11/24/20  
**First Reported:** 11/24/20

**Total Samples Submitted:** 3  
**Total Samples Analyzed:** 3

Lab Number	40205689	40205690	40205691
Sample ID	1	2	3
Location	Bathroom Floor by the drain	Main Work Area Carpet Floor / North Cabinet Toekick	Room Health A11 Floor/ East Drywall Behind rubber base
Sample Date	11/23/20	11/23/20	11/23/20
Weight/Area	Not Indicated	0 in <sup>2</sup>	0 in <sup>2</sup>
Method	Colilert + Enterolert	Colilert + Enterolert	Colilert + Enterolert
Organism	<b>Result</b>	<b>Result</b>	<b>Result</b>
E. coli	Absent	Absent	Absent
Total Coliform	Absent	Absent	Absent
Enterococcus faecalis	Absent	Absent	Absent
LOD	1 organism/100ml	1 organism/100ml	1 organism/100ml
Comments			

Lab Number			
Sample ID			
Location			
Sample Date			
Weight/Area			
Method			
Organism	<b>Result</b>	<b>Result</b>	<b>Result</b>
E. coli			
Total Coliform			
Enterococcus faecalis			
LOD			
Comments			



FORENSIC  
LABORATORIES

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**Total Samples Submitted:** 3

**Total Samples Analyzed:** 3

**Notes:**

**Michael Beal, Microbiology Laboratory Supervisor, Hayward Laboratory**

Analytical results and reports are generated by SGS Forensic Laboratories (SGSFL) at the request of and for the exclusive use of the person or entity (client) named on such report. Results, reports or copies of same will not be released by SGSFL to any third party without prior written request from client. This report applies only to the sample(s) tested. Supporting laboratory documentation is available upon request. This report must not be reproduced except in full, unless approved by SGSFL. The client is solely responsible for the use and interpretation of test results and reports requested from SGSFL. SGSFL is not able to assess the degree of hazard resulting from materials analyzed. SGSFL reserves the right to dispose of all samples after a period of fourteen (14) days, according to all state and federal guidelines, unless otherwise specified. All samples were received in acceptable condition unless otherwise noted.



Safe Air Fast Environmental LLC  
 Testing and Consulting Services  
 Serving Field Offices: Vallejo CA 94591/Rocklin CA 95677  
 Mailing Address: PO Box 2948, Rocklin CA 95677  
 Office Phone: 415.813.4144 / Office Fax: 888.979.6417 / Email: admin@safefairfast.com

## Limited Microbial Ambient Air Inspection Report

### Results: “Satisfactory”

**Subject Property:**

7800 Carmel St.,  
 Gilroy CA 95020

**Client:** Flint Builders

**Survey Date:** November 23, 2020

**Report Date:** November 25, 2020

Report Produced By:  
 George Lacanilao  
 Field Consultant

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#### **Table of Contents:**

Page 1	General Inspection Information
Page 2	Lab Report – Microbial Ambient Air
Page 3	<a href="#">Survey Collected Microbial Sample Data of Client Defined Areas</a>
Page 4	<a href="#">Primary Conclusion Statements</a>
Page 4	<a href="#">Observations and Recommendations</a>
Page 4	<a href="#">Pictures</a>

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### **1 - GENERAL INSPECTION INFORMATION**

**Survey Introduction:**

Safe Air Fast Environmental, LLC (SAFE) performed a Limited Microbial Ambient Air Inspection at 7800 Carmel St., Gilroy CA 95020. The Inspection was performed in accordance to the agreed Limited Microbial Ambient Air Inspection Report Reliance and Warranty Statement as published at the end of this document, APPENDIX B.

The Survey was performed on November 23, 2020 by our Field Consultant, George Lacanilao.

**Survey General Information:**

George Lacanilao visually inspected the house to address concerns of possible mold growth and water damage that may have occurred. Ambient air sample(s) were taken. Forensic Laboratories in Hayward, CA analyzed the samples.



## 2 - MICROBIAL INSPECTION RESULTS/CONCLUSIONS

### Survey Collected Microbial Sample Data

Sample ID	Sample Location/ Client Defined Areas	Sample Type	Sample Results
3- 40205686	Outside/Baseline	Spore Trap	N/A
1- 40205684	Office A6/Main Work Area	Ambient Air	Slightly Elevated Alternaria
1- 40205684	Office A6/Main Work Area	Ambient Air	Slightly Elevated Ascospores
1- 40205684	Office A6/Main Work Area	Ambient Air	Slightly Elevated Basidiospores
2-40205685	Room Health A11	Ambient Air	No Problematic Mold Spores

When collected general air quality samples were as follows:

Area	Temperature (F)	Relative Humidity
Office A6 / Main work area	62	47
Health room A11	64	48
Outside	58	52

### Primary Conclusion Statements:

Based on the visual inspection and the air sampling results SAFE opines the following:

Based on the result of the Baseline compared to the interior ambient air samples, no problematic mold spores were found to be present in the site. The concentrations of spores found in the Indoor sample do not present a problem or concern, as the spore counts are equal to, less than, or only slightly elevated compared to the result of the Baseline sample.

### Observations:

- This is a new building that was just occupied. Bathroom drain back up while testing the lines. No fecal matter was present, according to the mitigation company.
- No visible mold observed.
- No current moisture detected.
- Baseboards were removed; an antimicrobial solution was applied and then dried out.
- Customers did not want to do any major invasive demolition and opted to perform this testing to see if it was really necessary.
- Bacteria testing were also performed. See separate report.

### Recommendations:

- No further recommendations at this point









### 3 - DISCLAIMER STATEMENT

#### Disclaimer Statement:

The results, findings, conclusions and recommendations expressed in this report are based only on conditions noted during the inspection within the listed Client Defined Inspection Areas and sampling was completed per agreed engagement.

SAFE, unless specifically noted within this work product, was not engaged to, nor did SAFE identify water loss source, microbial impact source, or other building related impact issues (i.e. water and vapor barrier systems, structural component issues, fire proofing issues, etc.). Comments and opinions made with respect to such issues, even when engaged, are casual in nature and require review, evaluation and confirmation by a qualified third party. SAFE will not be responsible for nor assumes any liability as a result of failure to restore any building products, failure to identify contaminant source, failure to correctly identify water source or to advise Client or any party about such building product concerns regardless if readily identifiable or cause.

SAFE, in some instances, may be asked to render expert opinion, suggestions or recommendations based on invalid statistical data, incomplete information or intentionally misleading information. Client is advised such opinions, suggestions or recommendations carry extreme limitations in use and reliance and may at times exacerbate Subject Property conditions, create false or inaccurate Subject Property assumptions and reliance or may result in breaches in federal, state and/or local regulations.

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Engagements or contracts not stipulated in writing, such as verbal agreements, are not considered valid and do not supersede any written document or work product limitation or statement. The Client is solely responsible for the use of, and any determinations made from SAFE work product, SAFE recommendations or SAFE conclusions. SAFE shall not have any liability with respect to Client's decisions or recommendations made or actions taken by the Client, its subsidiaries, contractors or any other related or affiliated third party, based on the findings of any SAFE published work product outside that stated within the work product or in place written agreements or written contracts. If questions arise about any survey, any work product or the engagement agreements - contracts, contact SAFE immediately.

I hereby certify that I am responsible for the services described in this document. The services described in this document have been provided in a manner consistent with the current standards of the profession and to the best of my knowledge comply with all applicable federal, state and local statutes, regulations and ordinances.

Respectfully submitted,

*George Lacanilao*

George Lacanilao

Field Consultant

Safe Air Fast Environmental, LLC

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Likewise, the Survey is not intended to reduce the risk that potential microbial issues or elevated moisture conditions may pose to the Subject Property or its occupants. SAFE's Survey and this report are for the exclusive use of Client and was designed to provide information to assist the Client solely with the determination that completed water damage restoration or mold remediation actions as completed and displayed to SAFE within Client Defined Survey Areas (Report Section 1.3) were likely satisfactorily completed with regards to the criteria established by SAFE for the opinion that either "No Further Remediation" or "No Further Restoration" actions appear required and that reconstruction within such areas can commence following any additional report directed actions (Report Section 3.0). Client is solely responsible for the use of, and any liability with respect to decisions or recommendations made from this report and SAFE shall not have any liability with respect to decisions or recommendations made or actions taken by Client, their subsidiaries, suppliers, employees, agents, contractors, affiliates or attorneys, based on the findings of this report.

Client is advised the determination the Subject Property or Client Defined Inspected Areas support "no elevated moisture" or "no microbial contamination" is neither feasible nor practical and as such no company can make such a statement based on the completed Survey or any type of limited Survey. Client is advised that neither SAFE nor any company can guarantee all potential contamination or elevated moisture conditions were identified at the Subject Property during the completed Survey. It is also possible identified potential microbial contaminated areas or elevated moisture conditions may not be noted in this report or may fall outside SAFE's engagement or areas of listed Survey.

The above noted areas considered inaccessible or impractical to inspect may contain water damage and microbial issues that may impact living space areas and require additional water damage restoration or mold remediation actions. Such areas, at a minimum, are: areas within containment or work areas sealed under or obscured from view by plastic barrier, tape or other like products; interiors of walls and ceilings and inaccessible areas below; areas concealed by any floor product or floor covering; areas to which there is no access without defacing or tearing out lumber, masonry, roofing or other finished workmanship; any attic and basement areas unless specifically engaged to evaluate and separated listed as a Client defined area or when engaged attic or basement areas concealed or made inaccessible by insulation, construction, ducting, belongings, or equipment; areas where locks or contents prevented access; areas concealed by appliances, contents or other like items including stored materials; and areas concealed by any vegetation, soil, rockscape or other landscape items.

Client is advised SAFE's services consist of professional opinions and absent current federal or when operating in states absent state mandated standards associated with elevated moisture and potential microbial growth SAFE's Survey the this report was completed in accordance with select industry or SAFE established principles and practices. As such, SAFE work product may incorporate, though not limited to, SAFE personnel or other third party experience and analysis, prior investigation documentation, related Subject Property party interviews or inclusion of potential non-standard industry practices, procedures or opinions to evaluate and opine about the potential presence of readily observable damp indoor environments, associated microbial growth, or the conditions conducive to microbial contamination.

SAFE is not responsible for consequences or conditions intentionally or unintentionally concealed or withheld from SAFE, overlooked or not evaluated by SAFE or not fully disclosed to SAFE at any time prior to, during or after the conducted Survey or completed work product. Further, SAFE makes no warranty whatsoever with respect to any condition, microbial or other, for areas outside the Client Defined Survey Areas or for any area(s) SAFE opines were not readily observable or were considered inaccessible whether within Client Defined Survey Areas or not.

SAFE considers information provided by Client and third parties truthful and accurate for work product purposes. SAFE is not responsible to independently verify any information provided and may rely on information absent actual knowledge to the contrary and to the extent that the information appears reasonable to SAFE personnel. SAFE understands accuracy and completeness of information may vary among sources and as such information not provided within this report was not considered in work product opinions, conclusions and site actions plans. If site parties believe additional information should be considered or if provided information may be inaccurate or incomplete SAFE is to be contacted prior to any report reliance as work product opinions, conclusions and site action plans may alter or become invalid.

Based on engagement some potential pollutants (i.e. asbestos, lead, etc.) may not have been characterized and additional investigation may be needed to determine if such other pollutants are present at the Subject Property or to align to potential applicable federal, state or local regulatory or compliance requirements. Subject Property work completed absent such other pollutant evaluation, regardless of property age or SAFE knowledge of such potential contaminants, is done so at contractor or Client's sole peril and liability. SAFE is not required to make other such potential pollutant inspection recommendations.

All regulatory standards and industry standards or guidelines referenced or commented to in SAFE work product are based on SAFE's knowledge of applicable documents in effect at the time work was performed and per SAFE personnel's understanding of such documents. SAFE cannot anticipate potential future changes or interpretation adjustments to regulatory standards.

At this time, unfortunately, no agency in the United States has established recommended airborne levels of culturable mold spore or total mold spore levels or mold growth exposure levels though a number of United States agencies and industry groups have produced assessment and remediation guidelines or standards. This stated it is understood that in the presence of favorable conditions mold and other microbial conditions can proliferate rapidly producing potential adverse conditions. This noted it is generally accepted that molds are allergenic and asthmatic triggers though there is disagreement over the potential extent, if any, that mold may be infectious or toxic. It is for this reason that the assessment of structure for mold contamination and the interpretation of sampling data may at times be difficult at best and in the absence of United States' based standards SAFE may rely on foreign agency standards (Canada, multiple European Union countries, etc.) to provide comment and conclusions related to the Survey and site sampling. With this in mind the Client and users of this report must determine the appropriateness and applicability of this report given the situation, lack of United State agency standards and their personal considerations.

SAFE is not licensed as a medical professional nor are any of SAFE's personnel. Neither SAFE performed Surveys nor any SAFE work product is meant to be a health evaluation, a health assessment, any form of medical opinion or any type of a health risk analysis. SAFE or those representing SAFE bear no responsibility, regardless of cause, for the actual condition of the structure or safety of a site pertaining to Indoor Air Quality (IAQ) contamination regardless of the actions taken by the Client. A licensed Medical Doctor should be consulted for medical opinions regarding the information collected during the assessment or presented within this report. SAFE will make no comment with regards to, nor is SAFE responsible to provide comment with regards to Subject Property or surrounding property's, air quality or conditions with regards to occupancy or habitability.

In no event will SAFE be liable for special, indirect, incidental, punitive, or consequential damages of any kind regardless of the form of action whether in contract, tort, (including negligence), strict product liability or otherwise, arising from or related to the Survey or this report. The aggregate of liability of SAFE arising from this report, whether under contract law, tort law warranty or otherwise, shall be limited to direct damages not to exceed the fees actually received by SAFE from Client for this report.

The invalidity or unenforceability, in whole or in part, of any provision, statement, term or condition herein this statement or this report shall not invalidate or otherwise affect the enforceability of the remainder of these provisions, statements, terms and conditions.