

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: Behavioral Health And Recovery Services

BOARD AGENDA # *B-2

Urgent

Routine

AGENDA DATE November 25, 2014

CEO Concurs with Recommendation YES NO

4/5 Vote Required YES NO

(Information Attached)

SUBJECT:

Approval to Purchase Four Surplus Buildings from the Stanislaus County Office of Education for Use by Behavioral Health and Recovery Services

STAFF RECOMMENDATIONS:

1. Approve the purchase of four modular buildings and transfer of title from the Stanislaus County Office of Education to Stanislaus County, for use by the County's Behavioral Health & Recovery Services.
2. Authorize the Behavioral Health Director or her designee to sign all agreements necessary to purchase the four modular buildings from the Stanislaus County Office of Education.

(Continued on Page 2)

FISCAL IMPACT:

Stanislaus County Office of Education (SCOE) owns four modular buildings located at 1904 Richland Avenue in Ceres at the Stanislaus Recovery Center (SRC). As of September 2014, SCOE relocated the operation of the Ceres Community School at SRC to the new SCOE Alternative Education school site on Mitchell Road, Ceres. At this time SCOE no longer has a need for the modular buildings. Behavioral Health and Recovery Services (BHRS) is requesting to purchase the four modular buildings from SCOE for use in providing out-patient treatment to clients at SRC.

(Continued on Page 2)

BOARD ACTION AS FOLLOWS:

No. 2014-568

On motion of Supervisor Chiesa, Seconded by Supervisor Withrow, and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Withrow, Monteith, and Chairman De Martini

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) Approved as recommended

2) Denied

3) Approved as amended

4) Other:

MOTION:

ATTEST:


CHRISTINE FERRARO TALLMAN, Clerk

File No.

STAFF RECOMMENDATIONS: (Continued)

3. Authorize the County's Purchasing Agent to execute all certificates and other documents needed to transfer title of the modular buildings from the Stanislaus County Office of Education to Stanislaus County, and register the buildings with the California Department of Housing and Community Development as appropriate.

FISCAL IMPACT: (Continued)

The purchase price is \$1.00 per modular, for the total purchase price for four modular buildings of \$4.00. This purchase will be funded out of existing appropriations in the Fiscal Year 2014-2015 Adopted Final Budget for the BHRS - Stanislaus Recovery Center (SRC) budget. The BHRS-SRC budget will be responsible for on-going operational and maintenance costs. There is no additional cost to the County's General Fund.

DISCUSSION:

Behavioral Health and Recovery Services (BHRS) has an opportunity to expand outpatient services at the Stanislaus Recovery Center (SRC) by occupying four double-wide modular buildings currently located at the SRC site at 1904 Richland Avenue, Ceres, CA. The buildings are owned and were previously occupied by Stanislaus County Office of Education (SCOE). These buildings provide a total of 5,280 additional square feet, which would enable SRC to increase its number of group rooms from three (3) to nine (9).

The Stanislaus Recovery Center (SRC) provides residential detoxification services, outpatient and day treatment alcohol and drug services. SRC also provides residential and day treatment co-occurring treatment services for individuals with dual substance use disorders and mental health issues. SRC provides services 24 hours a day seven days a week. SRC's outpatient services are currently open Monday through Friday 8:00 am – 5:00 pm.

The Department is currently working on an application with the Department of Health Care Services (DHCS) for SRC to become Drug Medi-Cal (DMC) Certified and to begin providing DMC services. Due to changes in Drug Medi-Cal (DMC) regulations, groups are limited to twelve people. The purchase of the modular buildings will enable SRC to meet the DMC group size regulations and continue to serve the current number of clients needing outpatient treatment services. Once SRC is DMC-certified, the additional space for groups from the purchase of the modulars will result in additional revenue to the Department and allow SRC to better serve its clientele.

SRC currently uses three group rooms located at 1904 Richland Ave. for outpatient services. With the Board of Supervisors' approval of purchase of the modular buildings, two of the three existing rooms will be used to provide outpatient co-occurring disorder

services and one room will be used for administrative business meetings and as an overflow group room, if needed.

On November 9, 2014, the SCOE's Board of Education authorized its staff to sell the four used modular buildings to Stanislaus County for \$1.00 each (\$4.00 total) contingent upon the approval of the purchase by the Board of Supervisors.

Description of modular buildings:

- One (1) Modular Classrooms Building, built in 1990, and identified as ED-1 with SCOE asset #: 845-006.
- Three (3) Modular Classrooms Buildings, built in 2001, and identified as ED-2, ED-3 and ED-4 with SCOE asset #'s: 200200000006, 200200000007 and 200200000008.

In addition SCOE provided hazardous materials report #14-16219 dated September 17, 2014, prepared by Bovee Environmental Management, Inc. and is included with this agenda item.

POLICY ISSUES:

The recommended transaction will enable assets acquired by one public agency to continue to be used by another public agency for the continued benefit of the public and eliminate the need for Behavioral Health and Recovery Services to consider more costly options of either leasing or building new buildings to provide necessary space to accommodate the expansion of clinical programming and/or support staff. Approval of the recommended actions supports the Board's priorities of A Healthy Community, Effective Partnerships and the Efficient Delivery of Public Services.

STAFFING IMPACT:

Existing Behavioral Health and Recovery Services staff is available to support this purchase and relocation of existing services to the modular buildings to accommodate the construction of the Crisis Stabilization Unit (CSU). In the future, should the service level demand increase, the Department will analyze available options and return to the Board of Supervisors for consideration of any necessary staffing changes.

CONTACT:

Adrian Carroll, Behavioral Health Associate Director, (209) 525-6225.

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (The "Agreement") is made and will be effective the date of the last signature, by and between STANISLAUS COUNTY OFFICE OF EDUCATION , (hereafter "Seller") and COUNTY OF STANISLAUS, (hereafter "Purchaser").

WHEREAS, Seller is currently in ownership and possession of the following four (4) portable buildings which Seller no longer has use for and which are located at 1905 Memorial Drive, Ceres, CA 95307, property which is owned and operated by the Purchaser.

DESCRIPTION:

Three (3) Modular Classroom Buildings, built in 2001, and identified as ED-2, ED-3 and ED-4 in Exhibit A.

Asset #: 2002000000006, 2002000000007 and 2002000000008

One (1) Modular Office/Classroom Building, built in 1990, and identified as ED-1 in Exhibit A.

Asset #: 845-006

RECITALS

- A. Seller is the owner of the four (4) modular buildings located in the County of Stanislaus, commonly known as 1905 Memorial Drive, Ceres CA 95307 and known as Asset #: 2002000000006, 2002000000007, 2002000000008 and 845-006, and more particularly described in Exhibit "A" attached hereto and incorporated herein by reference (hereafter the "Property").
- B. Seller finds the Property not required for school purposes and Seller desires to sell the Property on terms and conditions in this Agreement.
- C. Purchaser desires to purchase the Property on terms and conditions in this Agreement.

SECTION 1. RECITALS:

The foregoing recitals are part of this Agreement.

SECTION 2. PURCHASE AND SALE:

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Seller agrees to sell and Purchaser agrees to purchase the Property under the terms and conditions of this Agreement.

SECTION 3. PURCHASE PRICE:

The full purchase price for the property shall be \$4.00.

SECTION 4. PAYMENT:

Purchaser shall pay the entire Purchase Price to Seller through Stanislaus County's Department of Behavioral Health and Recovery Services – Stanislaus Recovery Center (SRC) Fiscal Year 2014-2015 budget unit. .

SECTION 5. CONVEYANCE OF TITLE:

Seller agrees to convey and grant to Purchaser, and Purchaser agrees to accept, subject to the conditions set forth herein, title to the property by Certificates of Title.

SECTION 6. SELLER'S REPRESENTATIONS:

Seller represents to Purchaser that:

(i) Seller owns the Property free and clear of all liens, leases, claims, encumbrances and encroachments not disclosed by the public record. Except as disclosed herein, Seller has no knowledge of any unrecorded or undisclosed legal or equitable interest in the Property owned or claimed by anyone other than Seller.

(ii) Seller offers no warranty or assurance for any underlying interests that may exist within the adjoining right-of-way. Acquisition of said underlying interests, if any exist, shall be the responsibility of the Purchaser.

(iii) No litigation, and no governmental, administrative, or regulatory act or proceeding is pending or, to the best of Seller's knowledge, proposed, threatened, or anticipated with respect to the Seller, or with respect to any other matter affecting the Property or its condition.

(iv) To the best of Seller's knowledge, Seller has received no written notice of any hazardous materials located on, under or about the Property.

(v) To the best of Seller's knowledge, Seller has received no written notice of any currently outstanding violations of any federal, state, county or municipal law, ordinance, order, regulation, or requirement involving or affecting the Property.

(vi) Prior to Closing, Seller shall, at its sole cost and expense, and subject to Purchaser's reasonable satisfaction, maintain the Property in good repair and in the same condition as of the date of this Agreement, reasonable wear and tear excepted.

SECTION 7. INDEMNITY:

Purchaser shall, to the maximum extent permitted by law, save, defend, indemnify and hold harmless Seller, its officials, employees and agents and their respective heirs, successors and assigns (collectively the "Indemnified Parties") from and against any and all suits, actions, legal or administrative proceedings, claims, demands, actual damages, fines, penalties, punitive damages, losses, costs, liabilities, interest, attorney's fees, including but not limited to any such fees and expenses incurred in enforcing this indemnity provision, resulting from, arising out of or

in any way connected with injury to or the death of any persons (including, without limitation any Indemnified Party) or physical damage to property of any kind wherever located and by whomever owned (including, without limitation any Indemnified Party) arising out of or in any way connected with Seller's ownership or use of the Property.

SECTION 8. "AS IS":

Purchaser acknowledges and agrees that the Property is to be sold and conveyed to, and accepted by Purchaser, in an "as is" condition with all faults. Purchaser has investigated and has knowledge of operative or proposed governmental laws and regulations, including but not limited to, zoning, environmental and land use laws and regulations, to which the Property is or may be subject and accepts the Property solely upon the basis of its review and determination of the applicability and effect of such laws and regulations. Purchaser acknowledges that they are entering into this Agreement on the basis of Purchaser's own investigation and knowledge as to (1) the prior uses of the Property, (2) the physical and environmental conditions of the Property, including soils and other subsurface conditions, (3) the utilities, zoning, maps, permits, engineering data and laws, regulations and ordinances affecting the suitability of the Property for intended uses. Purchaser expressly assumes the risk that adverse physical and environmental conditions may not have been revealed by Purchaser's own investigation. Purchaser further acknowledges that Seller, its agents and employees have made no representations or warranty of any kind in connection with any matter relating to the condition, fitness, suitability, readiness or zoning of the Property upon which Purchaser has relied directly or indirectly for any purpose. Purchaser hereby waives, releases, remises, acquits and forever discharges Seller, Seller's employees, agents and officials of and from any claims, actions, causes of action, demands, rights, damages, costs, expenses or compensation whatsoever, direct or indirect, known or unknown, foreseen or unforeseen, which Purchaser now has or which may arise in the future on the account of or in any way growing out of or connected with the physical condition of the Property or any law or regulation applicable thereto.

SECTION 9. CONDITIONS TO PURCHASER'S PERFORMANCE:

Purchaser's obligation to perform under this Agreement is subject to the following condition:

(a) Seller's representations and warranties in this Agreement being correct as of the date of this Agreement and at completion of this Agreement.

SECTION 10. CONDITIONS TO SELLER'S PERFORMANCE:

Seller's obligation to perform under this Agreement is subject to the following conditions:

(a) Purchaser's representations and warranties in this Agreement being correct as of the date of this Agreement.

(b) Purchaser's performance of all of the obligations which it is required to perform pursuant to this Agreement.

(c) Purchaser(s) is/are current owner(s) of the land on which Property described in Exhibit "A" is located.

SECTION 11. SELLER'S COVENANTS:

Commencing with the full execution of this Agreement by both parties and until Close of Sale:

(a) Seller shall not permit any liens, encumbrances, or easements to be placed on the property, other than the Approved Exceptions, nor shall Seller enter into any agreement regarding the sale, rental, management, repair, improvement, or any other matter affecting the Property that would be binding on Purchaser or the Property after the Close of escrow without the prior written consent of Purchaser.

(b) Seller shall not permit any act of waste or act that would tend to diminish the value of the property for any reason, except that caused by ordinary wear and tear.

SECTION 12. PURCHASER'S REPRESENTATIONS AND WARRANTIES:

Purchaser represents and warrants as follows:

(a) Purchaser has full power and authority to enter into and perform this Agreement. The execution, delivery and performance of this Agreement by Purchaser have been duly authorized by all necessary actions on the part of Purchaser, and all required consents or approvals of Purchaser have been duly obtained. This Agreement is a legal, valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms.

(b) The documents executed and delivered, or to be executed and delivered, pursuant to this Agreement, have been executed and delivered by persons who are duly authorized to execute and deliver the same for and on behalf of Purchaser.

(c) Purchaser acknowledges and agrees that it has not relied upon any representations by Seller with respect to (1) the condition of the Property or (2) the suitability of the Property, including physical condition, access, zoning, environmental matters, permits, utilities, code compliance, or any other matter affecting the Property or any use intended of the property by Purchaser. Purchaser acknowledges, understands and agrees it is Purchaser's obligation and responsibility to satisfy itself concerning these issues.

SECTION 13. ENTIRE AGREEMENT:

This Agreement and the documents referenced herein contain the entire agreement between the parties to this Agreement and shall not be modified in any manner except by an instrument in writing executed by the parties or their respective successors in interest.

SECTION 14. AMENDMENTS:

This Agreement, including any exhibits hereto, shall not be amended or changed except in writing, signed by the parties. Any amendment or addendum to this Agreement shall expressly refer to this Agreement.

SECTION 15. NO ASSIGNMENT:

Purchaser shall not have the right to assign this Agreement or any of its rights or interests under this Agreement to any party without the prior written consent of Seller, which consent may be

withheld in Seller's sole discretion. Any unauthorized assignment shall be void.

SECTION 16. WAIVER(S):

No breach of any provision of this Agreement can be waived unless in writing. Waiver of any one breach of a provision hereof shall not be deemed a waiver of any other breach of the same or any other provision or covenant in this Agreement, including the time for performance of any such provision. An extension of time for performance of any obligation or act shall not be deemed an extension of time for performance of any other obligation or act.

The exercise by a party of any remedy provided in this Agreement or at law shall not prevent the exercise by that party of any other remedy provided in this Agreement or at law.

SECTION 17. BROKERS:

Purchaser and Seller each represents to the other that no realtor or broker has been retained, consulted or involved in connection with or negotiating this transaction. Each party agrees to defend, indemnify, and hold harmless the other party from any claims, expenses, costs, or liabilities arising in connection with a breach of that party's representations in this section.

SECTION 18. APPROVAL:

Seller acknowledges, understands and agrees that this Agreement is subject to approval by the County Board of Supervisors and this Agreement shall have no force or effect unless and until such approval by the County's Board of Supervisors is obtained.

SECTION 19. GOVERNING LAW:

This Agreement shall be interpreted under and be governed by the laws of the State of California.

SECTION 20. NOTICES:

All notices permitted or required to be given under this Agreement or which either Seller or Purchaser desires to serve upon the other shall be in writing and shall be deemed duly given and effective (a) on actual delivery if delivery is by personal delivery, or (b) five (5) days after delivery in the United States Mail if delivery is by postage prepaid, to respective addresses as set forth below or to any other address as may be designated by a party:

SELLER:

Stanislaus County Office of Education
Attn: Director of Operations
1100 H Street
Modesto, CA 95354

PURCHASER:

County of Stanislaus
Attn.: Contracts Manager
Behavioral Health and Recovery Services
800 Scenic Drive – Building 4
Modesto, CA 95350

**COUNTY OF STANISLAUS
BEHAVIORAL HEALTH AND
RECOVERY SERVICES**

Dan J
FOR ASSISTANT DIRECTOR
Madelyn Schlaepfer, Ph.D. CEAP

“Purchaser”

**STANISLAUS COUNTY OFFICE OF
EDUCATION**

Don Gatti
Don Gatti, Deputy Superintendent

“Seller”

APPROVED AS TO FORM:

John P. Doering
County Counsel

By: *Marc Hartley*
Marc Hartley
Deputy County Counsel

BOS Action Item: 2014-568 Date: November 25, 2014

EXHIBIT A
Property Description

DESCRIPTION:

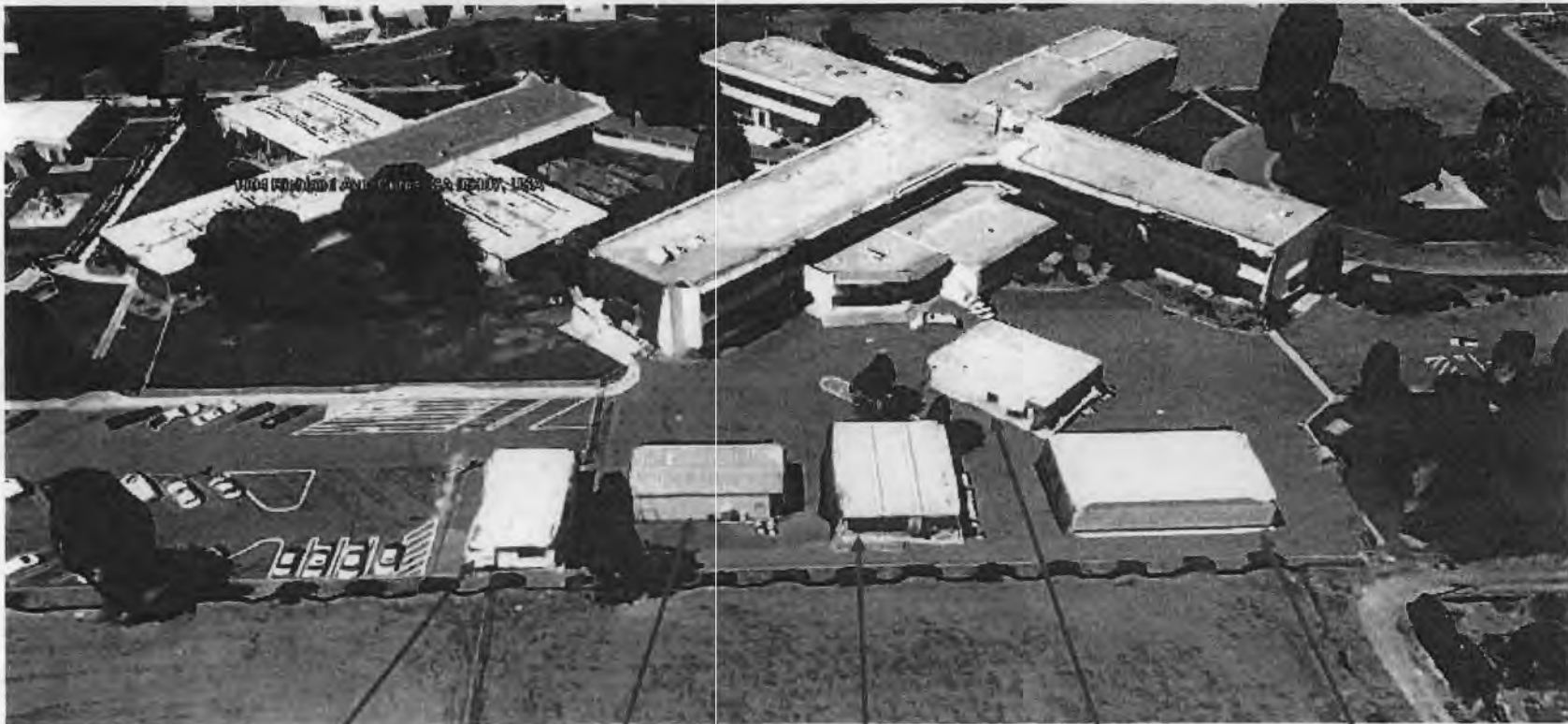
Three (3) Modular Classroom Buildings, built in 2001, and identified as ED-2, ED-3 and ED-4 in Exhibit A.

Asset #s: 2002000000006, 2002000000007 and 2002000000008

One (1) Modular Office/Classroom Building, built in 1990, and identified as ED-1 in Exhibit A.

Asset #: 845-006

Located at 1905 Memorial Drive, Ceres, CA 95307



SCOE
G5-24 X 45 Ft.
1 RR, 0 PO

SCOE
G4-24 X 40 Ft.
1 RR, 0 PO

SCOE
G3-36 X 45 Ft.
2 RR, 2 PO

SCOE
G2-36 X 45 Ft.
2 RR, 1 PO

County
TX-1-36 X 60 Ft.



ASBESTOS & LEAD PAINT
INSPECTION REPORT

SEPTEMBER 17, 2014

BEM PROJECT NO. 14-16219

Site

Commercial
1905 Memorial Drive
Ceres, CA 95307

Prepared For

Ms. Teresa Fields
Stanislaus County Office of Education
1100 "H" Street
Modesto, CA 95354

Prepared By

BOVEE ENVIRONMENTAL MANAGEMENT, INC.

1900 McHenry Ave., Ste 201, Escalon, CA 95320

Escalon 209-847-3800 • Fresno 559-264-3800 • Modesto 209-577-1887 • Sacramento 916-564-3838



September 17, 2014

Ms. Teresn Fields
 Stanislaus County Office of Education
 1100 "H" Street
 Modesto, CA 95354

Ms. Fields:

Bovee Environmental Management, Inc. (BEM) is pleased to provide this Asbestos & Lead Paint Survey Report regarding our asbestos and lead paint inspection services at the Project Site summarized below.

PROJECT SUMMARY TABLE

PROJECT SITE TYPE	PROJECT SITE LOCATION	PROJECT SITE NOTE
Commercial	1905 Memorial Drive, Ceres, CA 95307	Informational
INSPECTION TYPE	INSPECTED AREAS	INSPECTION DATE
Asbestos & Lead Inspection	(4) Portables	September 17, 2014

ASBESTOS INSPECTION SUMMARY

Samples of building materials considered to be *suspect asbestos containing materials** were identified and collected from the inspected areas referenced above to determine their asbestos content. Samples collected from specific areas are determined by the client. There maybe areas within the Subject Site that were not inspected and may contain additional suspect asbestos containing materials that were not sampled. Through proper chain-of-custody the collected samples are sent to BEM, Inc Laboratories for polarized light microscopy (PLM) analysis. A summary of all materials sampled and corresponding analytical results are listed below. Detailed information regarding sample number, actual sample location and analytical methods can be reviewed in attachments A and B.

SAMPLE COLLECTION SUMMARY

*See definitions on page 2.
 **TBD = To be determined.

Commercial; 1905 Memorial Drive, Ceres, CA 95307 (Portable #1)

#	MATERIAL SAMPLED	MATERIAL LOCATION	ASBESTOS	CATEGORY	SQ. FT.
1621901	Linoleum	Kitchen/Storage/Bathrooms; Floors	None Detected	-	-
1621902	Linoleum Mastic	Kitchen/Storage/Bathrooms; Floors	None Detected	-	-
1621903	Carpet Mastic	Floors Throughout	None Detected	-	-

Sample Collection Summary table continued on page 2.

BEM Project No. 14-16219

Commercial; 1905 Memorial Drive, Ceres, CA 95307 (Portable #1) Continued...

#	MATERIAL SAMPLED	MATERIAL LOCATION	ASBESTOS	CATEGORY	SQ. FT.
1621904	Cove Base Mastic	Baseboards Throughout	None Detected	-	-
1621905	Panel Board	Walls Throughout	None Detected	-	-
1621906	2' x 4' Ceiling Panel	Ceilings Throughout	None Detected	-	-

Commercial; 1905 Memorial Drive, Ceres, CA 95307 (Portable #2)

#	MATERIAL SAMPLED	MATERIAL LOCATION	ASBESTOS	CATEGORY	SQ. FT.
1621907	Linoleum	Bathrooms; Floors	None Detected	-	-
1621908	Linoleum Mastic	Bathrooms; Floors	None Detected	-	-
1621909	Carpet Mastic	Floors Throughout	None Detected	-	-
16219-10	Cove Base Mastic	Baseboards Throughout	None Detected	-	-
16219-11	Panel Board	Walls Throughout	None Detected	-	-
16219-12	2' x 4' Ceiling Panel	Ceilings Throughout	None Detected	-	-

Commercial; 1905 Memorial Drive, Ceres, CA 95307 (Portable #3)

#	MATERIAL SAMPLED	MATERIAL LOCATION	ASBESTOS	CATEGORY	SQ. FT.
16219-13	Linoleum	Bathroom; Floor	None Detected	-	-
16219-14	Linoleum Mastic	Bathroom; Floor	None Detected	-	-
16219-15	Carpet Mastic	Floors Throughout	None Detected	-	-
16219-16	Cove Base Mastic	Baseboards Throughout	None Detected	-	-
16219-17	Panel Board	Walls Throughout	None Detected	-	-
16219-18	2' x 4' Ceiling Panel	Ceilings Throughout	None Detected	-	-

Commercial; 1905 Memorial Drive, Ceres, CA 95307 (Portable #4)

#	MATERIAL SAMPLED	MATERIAL LOCATION	ASBESTOS	CATEGORY	SQ. FT.
16219-19	Linoleum	Bathroom; Floor	None Detected	-	-
16219-20	Linoleum Mastic	Bathroom; Floor	None Detected	-	-
16219-21	Carpet Mastic	Floors Throughout	None Detected	-	-
16219-22	Cove Base Mastic	Baseboards Throughout	None Detected	-	-
16219-23	Panel Board	Walls Throughout	None Detected	-	-
16219-24	2' x 4' Ceiling Panel	Ceilings Throughout	None Detected	-	-

Commercial; 1905 Memorial Drive, Ceres, CA 95307 (Portables #1-#4)

#	MATERIAL SAMPLED	MATERIAL LOCATION	ASBESTOS	CATEGORY	SQ. FT.
16219-25	Roof Mastic	Metal Roof Tops	None Detected	-	-

ASBESTOS DEFINITIONS

Suspect Asbestos Containing Material (ACM) - Local air quality management districts consider a material that is not wood, metal or glass, to be a suspect ACM. All suspect ACMs are assumed to contain asbestos until laboratory analysis confirms that a material has no asbestos content.

Category - ACM's are classified as either "friable", material that can be easily crushed or pulverized by normal hand pressure or as "non-friable", material that cannot be easily crushed or pulverized by normal hand pressure. *Friable ACMs are considered a Regulated Asbestos Containing Material (RACM) requiring Class I work practices and engineering controls. Non-friable ACMs are considered either Category I or Category II Asbestos Containing Material requiring Class II work practices and engineering controls.*

Trace - Analytical result that is equal to or less than 1.0 percent asbestos by weight, but greater than 0.1 percent. Materials with a trace amount of asbestos have to be removed as asbestos containing construction material (ACCM) according to Cal-OSHA, but can be disposed as non-ACM upon point count analyses according to federal and state EPA regulations.

Homogeneous - Multiple samples collected of a suspect material that is similar in general appearance and from areas that appear to have been constructed at the same time are considered homogeneous. If multiple samples are collected from a similar material within a homogeneous area and only one of the multiple samples is found to contain asbestos, regulations mandate that the entirety of that material with the homogeneous area must be considered an ACM.

VFT - Vinyl Floor Tile TBD - To be determined

ASBESTOS REGULATORY STANDARDS

California Occupational Safety and Health Administration (Cal-OSHA)

- Friable and Non-Friable ACCMs containing more than 0.1 percent asbestos by weight are regulated.
- Enforces regulations pertaining to workers performing ACCM removal and workers in close proximity.
- Contractors who disturb more than 100 square feet or 160 linear feet of ACCM must be registered by the contractor's state license board as an asbestos removal contractor.
- Contractors who disturb any amount of ACCM must ensure employee protection by providing accredited training, medical examinations, personal protective equipment and a negative exposure assessment.

United States Environmental Protection Agency (EPA)

- Friable and Non-Friable ACMs containing more than 1.0 percent asbestos by weight are regulated.
- Enforces regulations pertaining to protecting the environment, not workers.
- Abatement Contractors who disturb more than 160 square feet or 260 linear feet of ACM must comply with the National Emissions Standards for Hazardous Air Pollutants Asbestos Regulations (40 CFR 61, Subpart M) and all state and federal requirements regarding asbestos.

Local Air Quality Control Districts

- Friable and Non-Friable ACM's containing more than 1.0 percent asbestos by weight are regulated.
- Enforces regulations pertaining to local air quality; "No Visible Air Emissions".
- Require an asbestos survey prior to renovation or demolition.
- Abatement Contractors who disturb more than 160 square feet or 260 linear feet of ACM must comply with the National Emissions Standards for Hazardous Air Pollutants Asbestos Regulations (40 CFR 61, Subpart M).

ASBESTOS RECOMMENDATIONS

BEM recommends compliance with all federal, state and local regulations concerning asbestos.

ASBESTOS WARRANTY

Samples of suspect asbestos containing building materials, which could be disturbed during construction activities, are collected by BEM. Site inspections and sample collection methodologies are performed to meet regulatory standards and industry protocols. BEM warrants that the findings contained herein have been promulgated in general accordance with accepted professional practices at the time of its preparation as applied by professionals in the community. There is a possibility that conditions may exist in which suspect ACM's could not be identified within the scope of the survey or were not apparent or accessible during the site visit. All scheduled work should cease and additional samples should be collected if unidentified suspect ACM's are discovered during construction activities.

If quantities of asbestos containing materials are stated in this report, they are supplied for budgetary and regulatory notification purposes only. They should not be relied on for abatement bidding purposes.

LEAD INSPECTION SUMMARY

BEM visually inspected and identified all painted components and substrates throughout the Subject Site that could be impacted during renovation activities. These painted surfaces were representatively sampled and analyzed for lead content. Utilizing an X-Ray Fluorescence Spectrometer (XRF), the painted substrates within the Subject Site's inspected areas were analyzed for their lead concentration levels. A summary of the painted substrates sampled and corresponding analytical results are listed below. Detailed information regarding sample numbers, actual sample locations and analytical methods can be reviewed in attachments A & B.

#	SAMPLE DESCRIPTION	PAINT LOCATION	LEAD mg/cm ²
16219-L1	Tan Paint	Portables #1-#4 Exterior Wood Walls	0
16219-L2	Brown Paint	Portables #1-#4 Exterior Wood Trim	0

(Lead Based Paint = ≥ 1.0 mg/cm²) (Lead Containing Paint = < 1.0 mg/cm²) (No Lead Detected = 0 mg/cm²)

LEAD RECOMMENDATIONS

Any painted substrate listed in the table above having a lead concentration level greater than or equal to 1.0 mg/cm² should be considered lead based paint. If these substrates are to be impacted during renovation activities then proper lead abatement practices, engineering controls and worker protection should meet all regulatory standards mandated by Cal-OSHA Title 8.

Any painted substrate listed in the table above having a lead concentration level less than 1.0 mg/cm² should be considered lead containing paint. Regulations mandated by Cal-OSHA Title 8 are still in effect for renovation activities.

Any painted substrate listed in the table above having a lead concentration level of 0 mg/cm² should be considered lead free paint, however regulations mandate that all workers involved in renovation activities shall receive appropriate EPA-RRP lead awareness training so that activities which could potentially create an exposure risk can be avoided.

BEM recommends compliance with all federal, state and local regulations concerning lead paint.

LEAD WARRANTY

Site inspections and sample collection methodologies are performed to meet regulatory standards and industry protocols. BEM warrants that the findings contained herein have been promulgated in general accordance with accepted professional practices at the time of its preparation as applied by professionals in the community. There is a possibility that conditions may exist which could not be identified within the scope of the survey or were not apparent or accessible during the site visit.

CERTIFICATION

Inspection services relative to the Subject Site were provided by BEM's Mike Ostlund, Certified Asbestos Consultant, No.13-5120, expiration on 10/16/2014. All projects are overseen by Mr. Brett L. Bovée Certified Asbestos Consultant, No. 95-1643, expiration on 03/08/2015.

BEM looks forward to assisting you in the near future. If you have any questions regarding this report or other BEM services, please do not hesitate to call us at (209) 847-3800 or (559) 264-3800.

Regards,

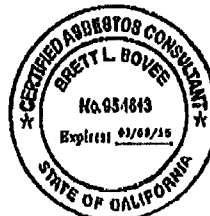
Mike Ostlund

Mike Ostlund
Certified Asbestos Consultant
No. 13-5120



Brett L. Bovée

Brett L. Bovée
Certified Asbestos Consultant No. 95-1643
California DPH Inspector/ Assessor, ID# 11



ATTACHMENT A

BEM
SAMPLE FIELD SHEETS

BEM Project #	14- 16219
Sample Date:	09/17/2014
Inspected For:	Asbestos



Bovee Environmental Management, Inc.
 1900 McHenry Ave., Ste 201, Escalon, CA 95320
 North Valley: 209-847-3800 • South Valley: 559-264-3800
 Email: bem@boveeinc.com • Facsimile: 209-847-3810

PROJECT/SAMPLE INFORMATION & CHAIN-OF-CUSTODY

CLIENT	Stanislaus County Office of Education	PROJECT SITE	Commercial
CONTACT	Teresa Fields	ADDRESS	1905 Memorial Drive
ADDRESS	1100 "H" Street	ADDRESS	Ceres, CA 95307
ADDRESS	Modesto, CA 95354	AREAS INSP.	(4) Portables
PHONE/EMAIL	209-238-1923/tfields@stancoe.org	SURVEY TYPE	Information

SAMPLE #	MATERIAL DESCRIPTION	MATERIAL LOCATION	QUANTITY
16219-01	Linoleum	Portable #1 Kitchen/Storage/Bathrooms; Floors	
16219-02	Linoleum Mastic	Portable #1 Kitchen/Storage/Bathrooms; Floors	
16219-03	Carpet Mastic	Portable #1 Floors Throughout	
16219-04	Cove Base Mastic	Portable #1 Baseboards Throughout	
16219-05	Panel Board	Portable #1 Walls Throughout	
16219-06	2' x 4' Ceiling Panel	Portable #1 Ceilings Throughout	
16219-07	Linoleum	Portable #2 Bathrooms; Floors	
16219-08	Linoleum Mastic	Portable #2 Bathrooms; Floors	
16219-09	Carpet Mastic	Portable #2 Floors Throughout	
16219-10	Cove Base Mastic	Portable #2 Baseboards Throughout	
16219-11	Panel Board	Portable #2 Walls Throughout	
16219-12	2' x 4' Ceiling Panel	Portable #2 Ceilings Throughout	
16219-13	Linoleum	Portable #2 Bathroom; Floor	
16219-14	Linoleum Mastic	Portable #2 Bathroom; Floor	
16219-15	Carpet Mastic	Portable #3 Floors Throughout	
16219-16	Cove Base Mastic	Portable #3 Baseboards Throughout	
16219-17	Panel Board	Portable #3 Walls Throughout	
16219-18	2' x 4' Ceiling Panel	Portable #3 Ceilings Throughout	
16219-19	Linoleum	Portable #4 Bathroom; Floor	

ANALYSIS	PLM	T. A. T.	Rush 24 Hr
----------	-----	----------	------------

POINT COUNT TRACE RESULTS	Yes - 400 / 1000
---------------------------	------------------

CHAIN of CUSTODY

Relinquished By:	Mike Ostlund
Signature:	<i>Mike Ostlund</i>
Time/Date:	09/17/2014

Relinquished To:	Mike Ostlund
Signature:	<i>Mike Ostlund</i>
Time/Date:	09/17/2014

BEM Project #	14- 16219
Sample Date:	09/17/2014
Inspected For:	Asbestos



Bovee Environmental Management, Inc.
 1900 McHenry Ave. Ste 201, Escalon, CA 95320
 North Valley: 209-847-3800 • South Valley: 559-264-3800
 Email: bem@boveeinc.com • Facsimile: 209-847-3830

PROJECT/SAMPLE INFORMATION & CHAIN-OF-CUSTODY

CLIENT	Stanislaus County Office of Education	PROJECT SITE	Commercial
CONTACT	Teresa Fields	ADDRESS	1905 Memorial Drive
ADDRESS	1100 "I" Street	ADDRESS	Ceres, CA 95307
ADDRESS	Modesto, CA 95354	AREAS INSP.	(4) Portables
PHONE/EMAIL	209-238-1923/tfields@stancoc.org	SURVEY TYPE	Renovation

SAMPLE #	MATERIAL DESCRIPTION	MATERIAL LOCATION	QUANTITY
16219-20	Linoleum Mastic	Portable #4 Bathrooms; Floor	
16219-21	Carpet Mastic	Portable #4 Floors Throughout	
16219-22	Cove Base Mastic	Portable #4 Baseboards Throughout	
16219-23	Panel Board	Portable #4 Walls Throughout	
16219-24	2' x 4' Ceiling Panel	Portable #4 Ceilings Throughout	
16219-25	Roof Mastic	Portables #1-#4 Metal Roof Tops	

ANALYSIS	PLM	T.A.T.	Rush 24 Hr
----------	-----	--------	------------

POINT COUNT TRACE RESULTS	Yes - 400 / 1000
---------------------------	------------------

CHAIN of CUSTODY

Relinquished By:	Mike Ostlund	Relinquished To:	Mike Ostlund
Signature:	<i>Mike Ostlund</i>	Signature:	<i>Mike Ostlund</i>
Time/Date:	09/17/2014	Time/Date:	09/17/2014

BEM Project #	14- 16219
Sample Date:	09/17/2014
Inspected For:	Lend



Bovee Environmental Management, Inc.
 1900 McHenry Ave, Ste 201, Escalon, CA 95320

North Valley: 209-847-3800 • South Valley: 559-264-3800
 Email: bem@boveeinc.com • Facsimile: 209-847-3830

PROJECT/SAMPLE INFORMATION & CHAIN-OF-CUSTODY

CLIENT	Stanislaus County Office of Education	PROJECT SITE	Commercial
CONTACT	Teresa Fields	ADDRESS	1905 Memorial Drive
ADDRESS	1100 "H" Street	ADDRESS	Ceres, CA 95307
ADDRESS	Modesto, CA 95354	AREAS INSP.	(4) Portables
PHONE/EMAIL	209-238-1923/tfields@stancoe.org	SURVEY TYPE	Renovation

SAMPLE #	MATERIAL DESCRIPTION	MATERIAL LOCATION	QUANTITY
16219-L1	Tan Paint	Portables #1-#4 Exterior Wood Walls	
16219-L2	Brown Paint	Portables #1-#4 Exterior Wood Trim	

ANALYSIS	XRF	T.A.T.	Rush 24 Hr
POINT COUNT TRACE RESULTS		Yes - 400 / 1000	

CHAIN of CUSTODY

Relinquished By:	Mike Ostlund
Signature:	<i>Mike Ostlund</i>
Time/Date:	09/17/2014

Relinquished To:	Mike Ostlund
Signature:	<i>Mike Ostlund</i>
Time/Date:	09/17/2014

ATTACHMENT B

LABORATORY
ANALYTICAL REPORTS



ASBESTOS BULK MATERIAL ANALYSIS

Client Project No: 14-16219
Lab No: BEML 8746
Methodology: EPA 600/M4-82-020
Received: 09/17/14
Reported: 09/17/14

Client ID	Lab ID	Sample Description	% Asbestos
16219-01	A14-52821	<u>LINOLEUM</u> Blue/Clear Cellulose 40% Vinyl 40% Binder 5% Fiberglass 15%	NONE DETECTED
16219-02	A14-52822	<u>MASTIC</u> Clear Cellulose 1% Mastic 99%	NONE DETECTED
16219-03	A14-52823	<u>CARPET MASTIC</u> Yellow Cellulose 2% Mastic 98%	NONE DETECTED
16219-04	A14-52824	<u>COVEBASE MASTIC</u> Off White Mastic 98% Cellulose 2%	NONE DETECTED
16219-05	A14-52825	<u>PANEL BOARD</u> Brown/White Cellulose 95% Binder 5%	NONE DETECTED

This report applies to the standards and/or procedures identified and to the sample (s) tested. The test results are not indicative or representative of the lot from which the sample was taken or apparently identical or similar products. These reports are for the exclusive use of the addressed client and are released on the condition that they will not be reproduced without special written permission. Samples not destroyed during testing are retained for a maximum of thirty days. All analyses are derived from calibrated visual estimate unless otherwise noted. Polarized Light Microscopy is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. Quantitative Transmission Electron Microscopy provides a more conclusive form of analysis for determining if the material can be considered and/or treated as a Non-Asbestos Containing Material.

Laboratory Director/Analyst Mike Ostlund
Mike Ostlund



ASBESTOS BULK MATERIAL ANALYSIS

Client Project No: 14-16219
Lab No: BEML 8746
Methodology: EPA 600/M4-82-020
Received: 09/17/14
Reported: 09/17/14

Client ID	Lab ID	Sample Description	% Asbestos			
16219-06	A14-52826	<u>2X4 CEILING PANEL</u> White, Grey Cellulose 70% Foam 10% Fiberglass 10% Paint 5% Binder 5%	NONE DETECTED			
16219-07	A14-52827	<u>LINOLEUM</u> Blue Cellulose 37% Vinyl 43% Binder 1% Fiberglass 19%	NONE DETECTED			
16219-08	A14-52828	<u>MASTIC</u> White Cellulose 1% Mastic 99%	NONE DETECTED			
16219-09	A14-52829	<u>CARPET MASTIC</u> Yellow Cellulose 1% Mastic 99%	NONE DETECTED			
16219-10	A14-52830	<u>COVEBASE MASTIC</u> Off White Mastic 97% Cellulose 3%	NONE DETECTED			

This report applies to the standards and/or procedures identified and to the sample (s) tested. The test results are not indicative or representative of the lot from which the sample was taken or apparently identical or similar products. These reports are for the exclusive use of the addressed client and are released on the condition that they will not be reproduced without special written permission. Samples not destroyed during testing are retained for a maximum of thirty days. All analyses are derived from calibrated visual estimate unless otherwise noted. Polarized Light Microscopy is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. Quantitative Transmission Electron Microscopy provides a more conclusive form of analysis for determining if the material can be considered and/or treated as a Non-Asbestos Containing Material.

Laboratory Director/Analyst Mike Ostlund
Mike Ostlund



ASBESTOS BULK MATERIAL ANALYSIS

Client Project No: 14-16219
Lab No: BEML 8746
Methodology: EPA 600/M4-82-020
Received: 09/17/14
Reported: 09/17/14

Client ID	Lab ID	Sample Description	% Asbestos			
16219-11	A14-52831	<u>PANEL BOARD</u> Brown/White Cellulose 94% Binder 6%	NONE DETECTED			
16219-12	A14-52832	<u>2X4 CEILING PANEL</u> White, Grey Cellulose 67% Foam 12% Fiberglass 13% Paint 5% Binder 3%	NONE DETECTED			
16219-13	A14-52833	<u>LINOLEUM</u> White Cellulose 39% Vinyl 39% Binder 6% Fiberglass 16%	NONE DETECTED			
16219-14	A14-52834	<u>MASTIC</u> Yellow Cellulose 2% Mastic 98%	NONE DETECTED			
16219-15	A14-52835	<u>CARPET MASTIC</u> Yellow Cellulose 5% Mastic 95%	NONE DETECTED			

This report applies to the standards and/or procedures identified and to the sample (s) tested. The test results are not indicative or representative of the lot from which the sample was taken or apparently identical or similar products. These reports are for the exclusive use of the addressed client and are released on the condition that they will not be reproduced without special written permission. Samples not destroyed during testing are retained for a maximum of thirty days. All analyses are derived from calibrated visual estimate unless otherwise noted. Polarized Light Microscopy is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. Quantitative Transmission Electron Microscopy provides a more conclusive form of analysis for determining if the material can be considered and/or treated as a Non-Asbestos Containing Material.

Laboratory Director/Analyst Mike Ostlund
Mike Ostlund



ASBESTOS BULK MATERIAL ANALYSIS

Client Project No: 14-16219
Lab No: BEML 8746
Methodology: EPA 600/M4-82-020
Received: 09/17/14
Reported: 09/17/14

Client ID	Lab ID	Sample Description	% Asbestos			
16219-16	A14-52836	<u>COVEBASE MASTIC</u> Off White Mastic 98% Cellulose 2%	NONE DETECTED			
16219-17	A14-52837	<u>PANEL BOARD</u> Brown/White Cellulose 99% Binder 1%	NONE DETECTED			
16219-18	A14-52838	<u>2X4 CEILING PANEL</u> White, Grey Cellulose 72% Foam 14% Fiberglass 8% Paint 1% Binder 5%	NONE DETECTED			
16219-19	A14-52839	<u>LINOLEUM</u> Tan Cellulose 15% Vinyl 35% Binder 5% Fiberglass 45%	NONE DETECTED			
16219-20	A14-52840	<u>MASTIC</u> Yellow Cellulose 3% Mastic 97%	NONE DETECTED			

This report applies to the standards and/or procedures identified and to the sample (s) tested. The test results are not indicative or representative of the lot from which the sample was taken or apparently identical or similar products. These reports are for the exclusive use of the addressed client and are released on the condition that they will not be reproduced without special written permission. Samples not destroyed during testing are retained for a maximum of thirty days. All analyses are derived from calibrated visual estimate unless otherwise noted. Polarized Light Microscopy is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. Quantitative Transmission Electron Microscopy provides a more conclusive form of analysis for determining if the material can be considered and/or treated as a Non-Asbestos Containing Material.

Laboratory Director/Analyst Mike Ostlund
Mike Ostlund



ASBESTOS BULK MATERIAL ANALYSIS

Client Project No: 14-16219
Lab No: BEML 8746
Methodology: EPA 600/M4-82-020
Received: 09/17/14
Reported: 09/17/14

Client ID	Lab ID	Sample Description	% Asbestos			
16219-21	A14-52841	<u>CARPET MASTIC</u> Yellow Cellulose 2% Mastic 98%	NONE DETECTED			
16219-22	A14-52842	<u>COVEBASE MASTIC</u> Off White Mastic 98% Cellulose 2%	NONE DETECTED			
16219-23	A14-52843	<u>PANEL BOARD</u> Brown/White Cellulose 95% Binder 5%	NONE DETECTED			
16219-24	A14-52844	<u>2X4 CEILING PANEL</u> White, Grey Cellulose 69% Foam 11% Fiberglass 11% Paint 5% Binder 4%	NONE DETECTED			
16219-25	A14-52845	<u>ROOF MASTIC</u> Grey Cellulose 1% Silicates 5% Tar 94%	NONE DETECTED			

This report applies to the standards and/or procedures identified and to the sample (s) tested. The test results are not indicative or representative of the lot from which the sample was taken or apparently identical or similar products. These reports are for the exclusive use of the addressed client and are released on the condition that they will not be reproduced without special written permission. Samples not destroyed during testing are retained for a maximum of thirty days. All analyses are derived from calibrated visual estimate unless otherwise noted. Polarized Light Microscopy is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. Quantitative Transmission Electron Microscopy provides a more conclusive form of analysis for determining if the material can be considered and/or treated as a Non-Asbestos Containing Material.

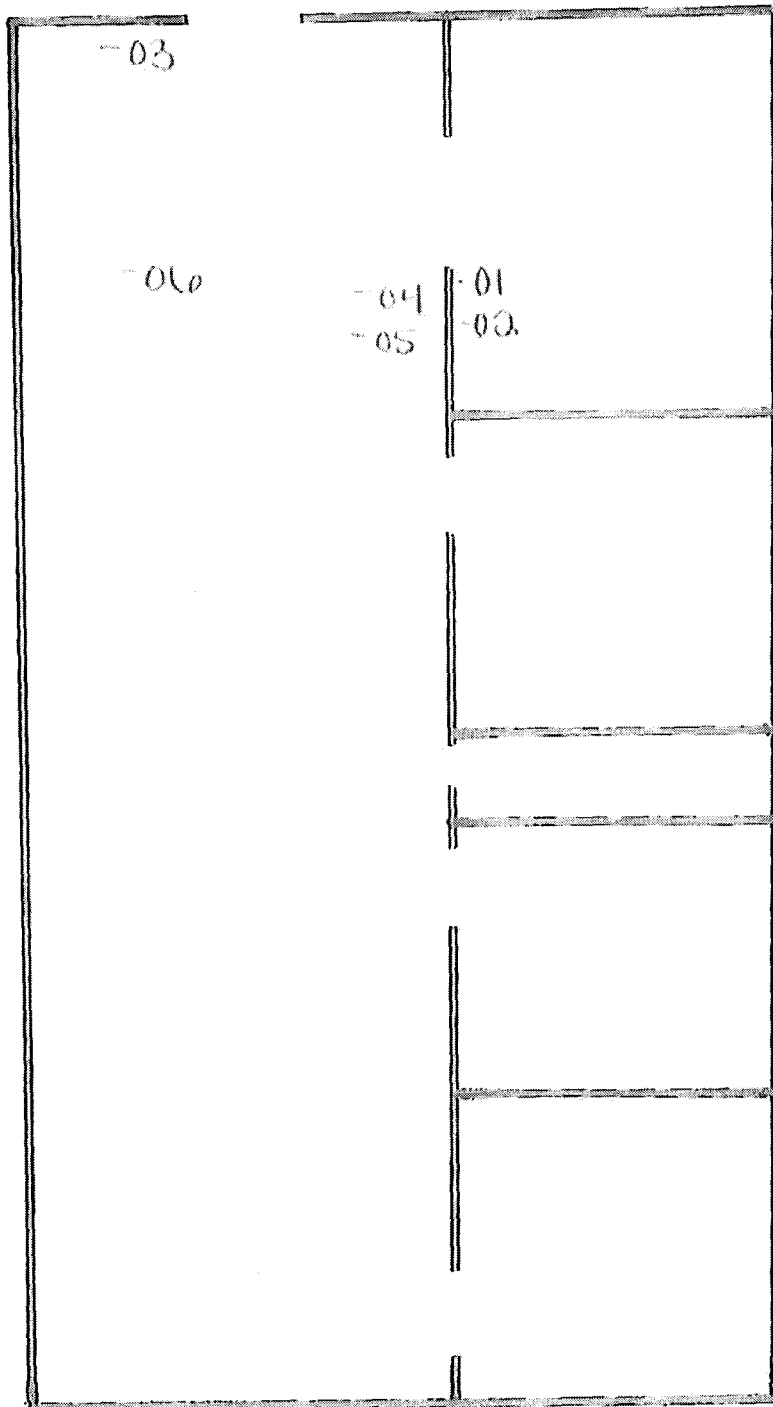
Laboratory Director/Analyst Mike Ostlund
Mike Ostlund

Date	Reading	Mode	Pass Fail St. Pb Result	Pb +/-	Room	Component	Substrate	Color	Condition	Notes
17-Sep-14		Standardization	PASS							
17-Sep-14	16219-L1	Lead Paint Inspection	Negative	0	0 Portables #1-#4	Exterior Walls	Wood	Tan	Intact	16219-L1
17-Sep-14	16219-L2	Lead Paint Inspection	Negative	0	0 Portables #1-#5	Exterior Trim	Wood	Brown	Intact	16219-L2

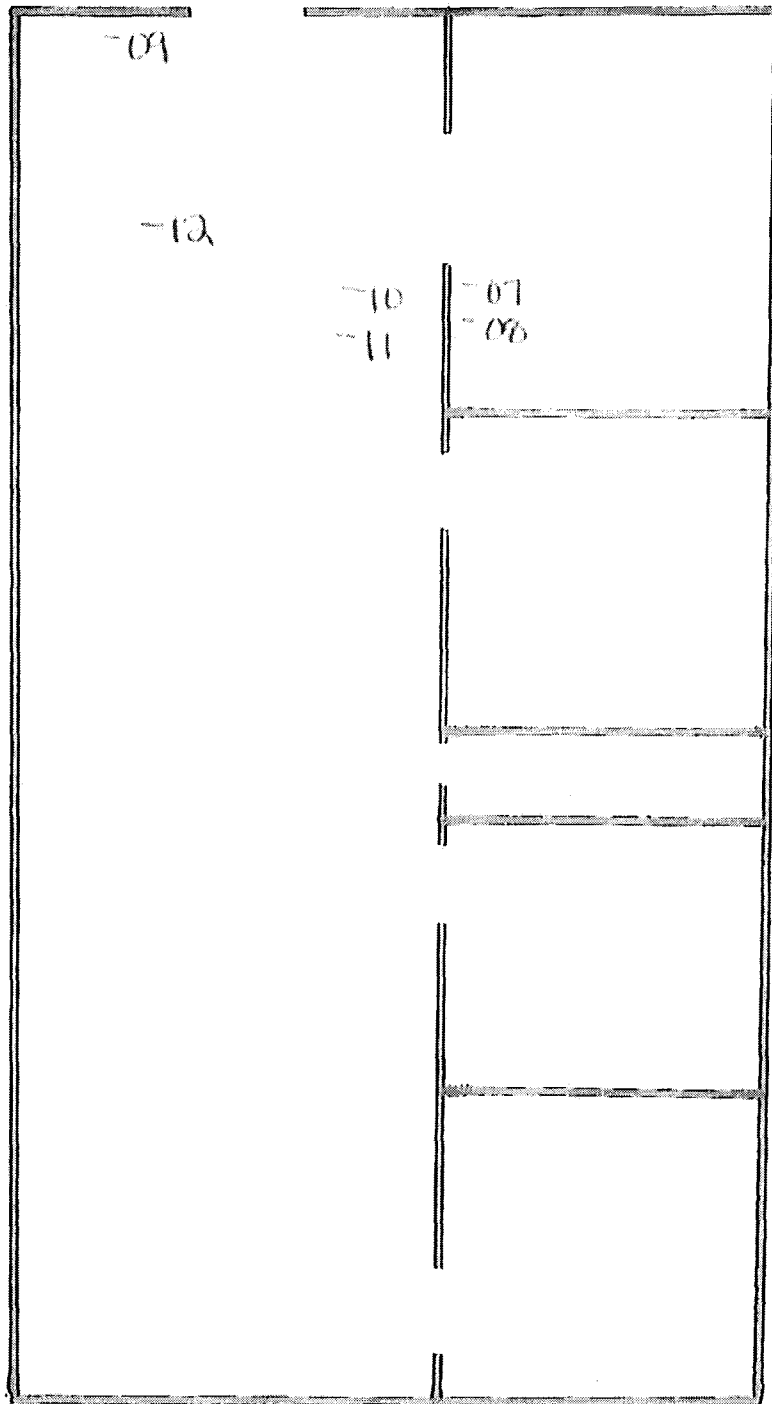
ATTACHMENT C

SITE DRAWING

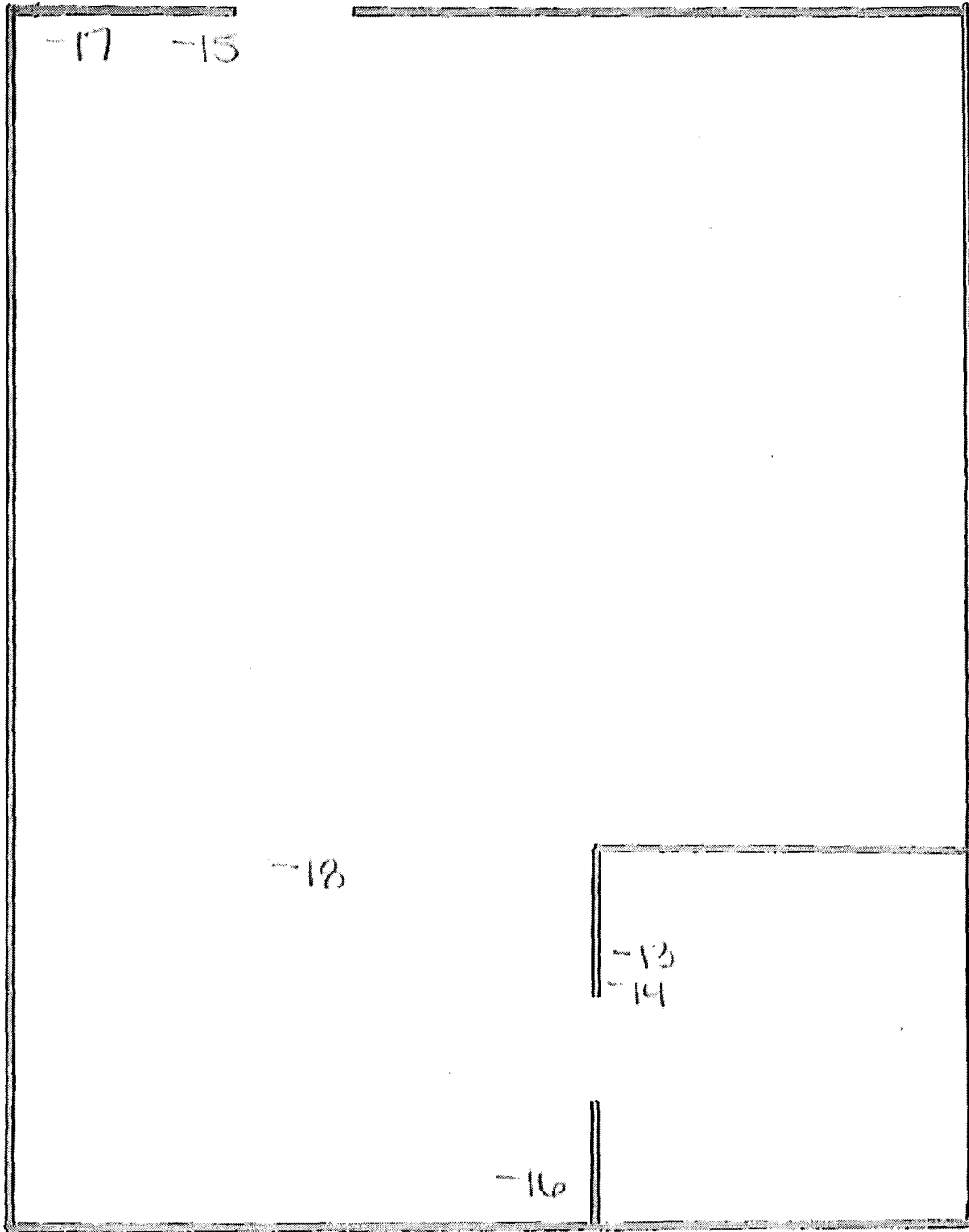
Portable #1



Portable #2



Portable #13



Portable #4

