

**Chiquola Mill Debris Removal**

**CDBG # 4-A-18-001**

**Town of Honea Path**

**South Carolina**

**Contract Specifications**

**July 2019**

## **Table of Contents**

### **Contract Documents**

<b><u>Section</u></b>	<b><u>Title</u></b>
01	Advertisement
02	Instructions to Bidders
02.1	Bid Form
03	Scope of Work Debris Abatement Work Plan - Cardno
04	Notice of Award
05	Agreement
06	Notice to Proceed
07	Performance Bond and Payment Bonds
08	Application for Payment
09	Contract Change Order
10	Attachments  Attachment 1- HUD Section 3 Documents Attachment 2 – CDBG Special Contract Provisions Attachment 3 – Environmental Conditions Attachment 4 – SC Illegal Immigration Reform Act Contractor Certification Attachment 5 – Debarment Certification Attachment 6 – Non-Collusion Affidavit of Prime Bidder Attachment 7 – Waiver of Lien

**Section 01**  
**Advertisement**

## **Bid Advertisement**

Project Title: Chiquola Mill Debris Removal

Owner: Town of Honea Path

Advertisement Date: July 1, 2019

Separate sealed bids for the Town of Honea Path's Chiquola Mill Debris Removal Project will be received at Town Hall located at 204 S. Main St, Honea Path, SC on Monday, August 5, 2019 at 12pm then at said office to be publicly opened and read aloud.

The scope of work includes: asbestos abatement, complete demolition and properly dispose or manage demolition debris in accordance with applicable regulations. The Information for Bidders, Bid Form, Contract Plans, Specifications, Bid Bond, Performance and Payment Bond, and other contract documents may be downloaded from [www.scacog.org](http://www.scacog.org) (select the RFP Portal tab) for assistance in viewing or downloading contact Arlene Young at 864.241.4644. or [ayoung@scacog.org](mailto:ayoung@scacog.org).

Each bidder must deposit security in the amount and form specified in the Information for Bidders.

A SCDHEC mandatory walkover will take place on site on Wednesday, July 10, 2019 at 10am.

This project is being funded in whole or in part by the Community Development Block Grant Program (CDBG). All federal CDBG requirements will apply to the contract. All contractors and subcontractors are required to be registered in the federal System for Award Management (SAM). Bidders on this work will be required to comply with the President's Executive Order No. 11246 & Order No. 11375 which prohibits discrimination in employment regarding race, creed, color, sex, or national origin. Bidders must comply with Title VI of the Civil Rights Act of 1964 and 40 CFR 33.240. The CDBG application, including the cost estimate, is available for review by contacting Arlene Young at 864.241.4644.

Bidders must also make positive efforts to use small and minority-owned business and to offer employment, training and contracting opportunities in accordance with Section 3 of the Housing and Urban Development Act of 1968.

The owner reserves the right to waive any irregularities, or to reject any or all bids. No bidder may withdraw his bid within 90 days after the actual date of the opening thereof.

**"EQUAL EMPLOYMENT OPPORTUNITY"**



## **Section 02**

### **Instructions to Bidders**

## Instructions to Bidders

**Bid:** One (1) hard copy and one electronic version of the Bid Documents of the itemized bid to perform the work included in this Invitation to Bid shall be submitted in sealed envelopes marked "Debris Removal Services" on or before Monday, August 5, 2019, at 12:00 pm to the following address:

Town of Honea Path  
Attention: Mayor Earle Meyers  
Reference: Debris Removal Services  
204 S. Main St  
Honea Path, South Carolina 29654

**Deadline Enforced:** Bids delivered after the time and date set for receipt of bids will **NOT** be accepted and will be returned unopened to the bidder. It is the bidder's responsibility to ensure timely delivery of a bid. Facsimile or electronic forms without a hard copy of the bid will **not be accepted**.

**Inquiries:** Only written inquiries regarding this bid will be accepted, and they shall be directed to Gail Rawls Jeter at [gail.jeter@cardno.com](mailto:gail.jeter@cardno.com) or at Cardno, 1812 Lincoln St, Suite 301, Columbia, South Carolina 29201. The final date for questions to be submitted shall be July 16, 2019 at 5:00 pm. Written responses to the inquiries will be prepared and emailed to each contractor who attends the required SCDHEC walkover on July 10, 2019. Bidders are specifically directed not to contact any Town personnel for meetings, conferences, or technical discussions related to the Invitation to Bid. Failure to adhere to this directive may be grounds for rejection of bids.

**Request:** If you decide not to bid, please submit a no bid response on the bid form and submit or before the bid deadline of Monday, August 5, 2019, at 12:00 pm.

**Bid Submittal Documents:** The following documents must be submitted with the bid form:

1. List of Contractor's Qualifications and Capabilities;
2. List of any subcontractors;
3. Description of the approach that will be used to complete the tasks described in this Invitation to Bid;
4. Past project experience including summaries of at least three (3) relevant projects and scopes of work, as well as client contact information that is current;
5. Identification of key staff assigned to the project. Please list who will be the on-site supervisor and who will be on-site working if the project started October 1, 2019.

Specifically identify those who will be involved in asbestos abatement in the buildings and removal of asbestos containing debris piles and what their roles will be – supervisor, worker, etc. We understand that the key staff may change based on when the project starts and the corresponding availability of the key staff that you list in this bid.

6. Standard billing rates and completed bid sheet
7. Copy of General Contracting License;
8. Copy of DHEC issued asbestos licenses for the company and all workers listed as key staff in bid submittal document 5 who will be performing asbestos abatement. We recognize that different employees may be used on this project depending on the start date. If employees other than those listed in bid submittal document 5 arrive to do the asbestos abatement work at the site, their license will be checked prior to going onsite to work;
9. Copy of current lead paint certifications;
10. Copy of current 40 hour Hazardous Waste Operations and Emergency Response Training (HAZWOPER) for all employees listed in bid submittal document 6, as well as HAZWOPER supervisor training for the on-site supervisor of the project named in bid submittal document 6. We recognize that different employees may be used on this project depending on the start date. If employees other than those listed in bid submittal document 6 arrive on the site, their training card will be checked prior to going on-site to work. Please note: All workers on this site must have 40 hour HAZWOPER training, and the supervisor must have the 40 hour HAZWOPER training and the HAZWOPER supervisor training;
11. Letter from insurance companies providing experience modification rating (EMR) for contractor and sub-contractor(s);
12. Bid bond for five (5) % of the total bid amount with the Town of Honea Path as the beneficiary. This amount shall be paid by certified check to accompany the bid. Within ten days of contractor selection, the certified check of unsuccessful bidders will be returned. The Contract will be executed by the Town after DOC and Town Council approval. The Contract will be issued contingent on the production of a performance/payment bond within seven (7) working days after the Contractor's receipt of the Notice of Award. The performance-payment bond in the full amount of the bid with the Town of Honea Path as the beneficiary shall be required. A Letter of Credit, made out to Town of Honea Path, in the full amount of bid, will be an acceptable substitute; and
13. Letter from bonding company stating ability to get performance/payment bond in amount of bid, or a letter from a South Carolina Banking Institution stating ability to get Letter of Credit in amount of bid will be an acceptable substitute.

#### **Other Considerations:**

The Town encourages minority and disadvantaged business owners to submit bids for this project and shall award contracts without regard to race, religion, color, creed, national origin, sex, age, or handicapped status.

The Town reserves the right to reject any and all bids, parts thereof, and to waive any technicality, when the best interest of the Town shall be served. Further the Town reserves the right to award a contract in the best interest of the Town of Honea Path, South Carolina. The right is reserved, in the case of tie bids, to make the award as considered being most advantageous to the Town.

The words, "Contractor", "Individual" and "Bidder" are used interchangeably throughout this Invitation to Bid to define the companies submitting bids.

Any bid submitted as a result of this Invitation to Bid shall be binding on the bidder for ninety (90) calendar days following the proposal deadline. Any proposal that specifies a shorter acceptance period will be rejected. At the end of the 90 day period, bids may be withdrawn at the written request of the bidder. If not withdrawn within five (5) days subsequent to the 90 day period, the proposal shall remain in effect until an award is made or the Invitation to Bid is cancelled.

This Invitation to Bid provides basic information regarding the Town's requirements. Services which are not specifically requested in this Invitation to Bid but which are necessary to provide the functional capabilities proposed shall be included in this submittal.

If the bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in the Invitation to Bid, he/she shall inquire about such an error as directed in the INQUIRIES section above, in writing (email is acceptable), and request a modification or clarification of the document. The bidder is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the Invitation to Bid, or it shall be deemed waived.

Bidders are cautioned that any statements made by Town staff persons or Town contractors which may materially change any portion of the bid document shall not be relied upon unless they are subsequently ratified by a formal written addendum to the bid document. Any revisions to this Invitation to Bid will be issued and distributed as an addendum.

Bidders who are aggrieved in connection with the Invitation to Bid or the Award of Contract may protest. Protests shall be submitted in writing to:

Mayor Earle Meyers  
Town of Honea Path  
204 S. Main St  
Honea Path, South Carolina 29654

A bid received by the Town is considered a public document under the provisions of the South Carolina Freedom of Information Act. Unless it contains information that may clearly be considered accepted and excluded from disclosure according to State statute. All information that is to be considered confidential and/or proprietary must clearly be identified, and each page containing confidential and/or proprietary information, in whole or in part, must be stamped as **CONFIDENTIAL**, in bold font of at least 12 -point type, in the upper right hand corner of the page.

## SCOPE OF WORK:

The Town is seeking services from qualified contractors or individuals for Debris Abatement to include the following tasks. Specific details are included in the DHEC-approved Debris Abatement Work Plan and the Asbestos Abatement and LCP Cleanup Project Specifications (Section 03).

1. Obtain and implement the requirements of a storm water permit issued by DHEC.
2. Prepare a Health and Safety Plan.
3. Obtain and comply with the requirements of an abatement project license pursuant to SC Regulation 61-86.1, SC Code Sections 44-1-140, 48-1-30, and 44-87-10 et seq. and with the Updated Asbestos Abatement and LCP Cleanup Project Specifications, Former Chiquola Mill Project, prepared by S&ME. A Demolition License and Asbestos Abatement License will be issued for each structure. Further, the contractor will obtain and comply with any local requirements for a demolition permit. Anderson County will assist with the cost of waste disposal as an in-kind match for the CDBG funds.
4. Work shall be accomplished weekdays between the hours of 7am and 7pm unless otherwise approved by the Town.
5. Successful bidder shall submit for the Town's approval the route that its trucks will use to enter and leave the property as debris is transported.
6. Air Monitoring will be performed by S&ME.
7. The S&ME air monitor will be a SCDHEC licensed building inspector to observe the removal of debris from the piles in the event that suspect ACM not previously identified is found.
8. Lead Containing Paint Clean Up is addressed by the Updated Asbestos Abatement and LCP Cleanup Project Specifications.
9. Remaining Demolition Debris will be handled pursuant to the requirements of SC Regulation 61-107.19, SC Code Sections 44-96-10 et seq.
10. Provide a designated staging area as outlined in the Contingency Plan Guidelines.
11. Grade property to allow for proper drainage and plant grass.
12. Work shall begin within 10 days of the Notice to Proceed and be completed within 120 days of work initiation. Liquidated damages of five hundred (\$500) dollars per business day will be due and payable for each business day beyond 120 days after work initiation. Written requests for additional time required due to unforeseen delays will be considered only if submitted in writing within ten (10) calendar days of the event causing the delay.
13. Document all activities with digital photographs and submit to Gail Rawls Jeter, [Gail.jeter@cardno.com](mailto:Gail.jeter@cardno.com) within five (5) days of completing the site work; and
14. Be available for community meetings on an as needed basis; there will be a pre-cleanup start community meeting.

## **PROJECT DELIVERABLES:**

The Contractor will deliver the following reports/plans to the Town as a part of the project:

1. Contingency Plan
2. Health and Safety Plan
3. Daily logs of asbestos abatement
4. Disposal records
5. Photographs

## **INSURANCE:**

**A Certificate of Insurance** will be required upon selection and must be submitted prior to signing a contract with the Town. This Certificate of Insurance shall protect the Contractor and shall be written to include the Town of Honea Path. All certificates of insurance and policies shall contain the following clause: "The insurance covered by this Certificate will not be cancelled or materially altered unless at least thirty days prior written notice has been given to the Town." The amounts of insurance coverage are listed below.

Evidence of insurance coverage in the following amounts:

1. Workman's Compensation and Employer's Liability Insurance with the statutory limits applying to employer's liability (\$1,000,000) covering all employees employed by him or Subcontractors while engaged under this Contract;
2. Comprehensive General Liability Insurance Coverage with limits of liability of not less than the following:
  - Bodily Injury - \$1,000,000 – each person  
\$1,000,000 – each accident
  - Property Damage - \$1,000,000 – each accident  
\$2,000,000 – aggregateThe liability coverage under this policy shall contain no exclusion relative to blasting, explosive, collapse of buildings or damage to underground property.
3. Comprehensive Fleet liability policy with limits of liability of not less than the following:
  - Bodily Injury - \$1,000,000 – each person  
\$1,000,000 – each accident
  - Property Damage - \$1,000,000 – each accident
4. Pollution Liability - \$1,000,000
5. Professional Liability - \$1,000,000
6. Umbrella Insurance - \$10,000,000 - each occurrence, \$10,000,000 – aggregate

## **CONTRACTOR SELECTION:**

Bid is to be a firm, fixed-price cost for each item, all taxes and fees shall be included and paid by bidder.

The Contract will be awarded, if it is awarded, to the responsible and responsive Bidder submitting the lowest bid. The Town, in its discretion, will decide which Bidder is the lowest responsible and responsive Bidder. In determining a responsible Bidder, the Town will consider elements including but not limited to the following: maintains a permanent place of business; has adequate equipment to do the work properly and expeditiously; has a general contractor's license; has appropriate insurance and bonding coverage; has appropriate financial status to meet the obligations of this work; has appropriate technical experience on projects of similar scope and types of work; has experienced, qualified personnel with appropriate HAZWOPER, asbestos, and lead based paint training and certifications; and has knowledge of DHEC requirements.

#### **OTHER TERMS AND CONDITIONS:**

The awarded Contractor shall perform and carry out in a good, clean, and professional manner those services necessary to complete the work outlined in this Invitation to Bid. Bids will include all items necessary to complete job at no additional cost to the Town of Honea Path.

It is the Contractor's responsibility to insure that work is in compliance with all Federal, State, County, Town, Correctional, Americans with Disabilities Act, and any other governing jurisdiction building, fire, safety or other codes. The Contractor is responsible for all documentation, applications, purchasing any business licenses, and obtaining any required permits, including any costs associated with those permits.

The Contractor and any Subcontractor shall promptly pay all federal, state, and local taxes (including Town of Honea Path Business License Fee and Anderson County Demolition Permit) which may be assessed against him in connection with the work or his/her operations under the Contract pursuant to this Invitation to Bid. These taxes may include but not necessarily be limited to taxes attributable to the purchase of materials and equipment, to the performance of services, and the employment of person in the prosecution of the work. Questions may be directed to Town of Honea Path Building Inspection Office at (864) 942-8424 and Town of Honea Path Finance Department (864) 942-8420.

At the completion of this project, a Waiver of Lien shall be submitted to the Town with the final invoice.

Any payment terms requiring payment in less than thirty (30) days will be regarded as requiring payment thirty (30) days after invoice or owner accepted delivery of goods and services, whichever occurs last. Invoices must contain the CDBG# 4-A-18-001 and shall be submitted to Arlene Young, SC Appalachian Council of Governments, at [ayoung@scacog.org](mailto:ayoung@scacog.org) with a copy to Gail Rawls Jeter, CARDNO, at [gail.jeter@cardno.com](mailto:gail.jeter@cardno.com).

By responding to this Invitation to Bid, bidder asserts that he is not currently debarred from bidding on contracts by any Federal agency or agency of the State of South Carolina, nor is he an agency of any person or entity currently debarred from submitting proposal on contracts by an agency of the State of South Carolina. The Town of Honea Path may make such reasonable investigations, including inspection of bidder's physical plant, as deemed proper and necessary

to determine the ability of the bidder to perform stipulated contract work, and the bidder shall furnish the Town all such information and data for this purpose as may be requested.

A contract shall not be assignable by the contractor in whole or in part without written consent of the Town.

Any changes within the general scope of the contract which causes an increase or decrease in the contract amount or changes to the contract period will require a Change Order. All Change Orders must be approved by the SC Dept. of Commerce before execution.

Land fill tickets shall be submitted to Gail Rawls Jeter, CARDNO, at [gail.jeter@cardno.com](mailto:gail.jeter@cardno.com), with a copy to Arlene Young, SC Appalachian Council of Governments, at [ayoung@scacog.org](mailto:ayoung@scacog.org)

The entire contract entered into by the Town and the contractor shall consist of the Invitation to Bid, Scope of Work, CDBG Contract Special Provisions, attachments, any addenda, and the bid submitted by the bidder. Collectively these materials shall comprise the Contract Documents.

In case of failure to deliver services in accordance with the contract terms and conditions, the Town of Honea Path, after written notice, may procure services from other sources and hold the contractor responsible for any resulting additional expense.

The performance of work under this contract may be terminated by the Town, in whole or in part, whenever the Town determines that termination is in the best interest. Unless otherwise noted in this Invitation to Bid, any agreement entered into as a result of this Invitation to Bid may be terminated by the Town without penalty upon thirty (30) days notice, in writing, prior to the effective date of termination, specifying the extent to which performance of the work under the contract is terminated and the date upon which such termination is effective. The performance of work under the contract may be terminated by the Town in whole or in part whenever the Town determines, in its sole discretion that the selected contractor is not performing as set out in contract. Any such determination shall be effected by the delivery to the contractor of a written notice of termination at least seven (7) days before the date of termination, specifying the extent to which performance of the work under the contract is terminated and the date upon which such termination becomes effective. After receipt of a notice of termination, except as otherwise directed, the selected contractor shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further order or subcontracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendor and subcontracts; and settle all outstanding liabilities and claims.

The selected contractor covenants to save, defend, keep harmless, and indemnify the Town and all of its officers, departments, agencies, agents, and employees from and against all claims, loss, damage, injury, fines, penalties, and costs, including court costs, attorney's fees, charges, liability, and exposure, however caused, resulting from, arising out of, or in any way connected to the selected consultant's negligent performance or nonperformance of the terms of the contract.



The selected contractor shall be legally considered an independent contractor and neither the contractor nor its employees shall, under any circumstances, be considered employees of the Town; and the Town shall at no time be legally responsible for any negligence or other wrong doing by the contractor or its employees. The Town shall not withhold from the contract payment to the contractor any deferral or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to contractor. Further the Town shall not provide to the contractor any insurance coverage or other benefits, including Worker's Compensation.

The contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment for services. The Town, its authorized agents, and agents of the State and Federal Government shall have full access to documents and the right to examine any materials during this period.

The Town reserves the right to seek clarification of information, request information deemed missing for the bid, or request additional information as may be deemed necessary or desirable.

In submitting this bid, the bidder confirms that he has satisfied himself of the conditions to be met in this Invitation to Bid, that he is fully aware of obligations contained herein, and that he will not make a claim for, or have right to cancellation or relief from the contract because of any misunderstanding or lack of information.

The Town will furnish access to the site and rights of way necessary for carrying out the work outlined in this Invitation to Bid. The Contractor shall take every precaution to inconvenience as little as possible the owners or tenants of adjacent properties. Public roads shall not be obstructed. Expense shall be borne by the Contractor to repair or pay for any damage or injury to either private or public property during progress of the work. Streets, roads, and drives used by the Contractor for access to and from the job site shall be protected from damage in excess of that caused by the normal traffic of vehicles used for, or in connection with, this type of work. Project-related damages shall be repaired immediately, and the area shall be left in good condition at the end of the work covered by this Invitation to Bid.

Bidders shall include in the bid an allowance for payment of State Sales Tax on all taxable materials specified to be furnished by the Contractor and incorporated into the work under this contract.

Necessary sanitary facilities for the use of Contractor's personnel and any sub-contractors shall be erected and maintained by the Contractor. Facilities shall be maintained in sanitary conditions and in strict accordance with applicable regulations.

Water will be provided by the Town of Honea Path. Any other necessary utility must be furnished by the Contractor.

The Contractor shall furnish and install all necessary temporary signage for the protection of the work.

## **Section 02.1**

### **Bid Form**

**Chiquola Mill Debris Removal  
Bid Form**

Line Item	Description	Quantity	Unit Cost	Total Cost
1	Provide a <b>lump sum cost</b> for mobilization.			\$ _____
2	Provide a <b>lump sum cost</b> to prepare and implement a Storm Water Pollution Prevention Plan aka Storm Water Management and Sediment Control Plan.			\$ _____
3	Provide a <b>lump sum cost</b> to prepare a Health and Safety Plan that is consistent with the Occupational Safety and Health regulations for the property.			\$ _____
4	Provide a <b>lump sum cost</b> for shoring to ensure the safety of the work areas. See Appendix D – Applied Building Science Structural Evaluation			\$ _____
5	Provide a <b>unit and total cost</b> for the segregation, removal and disposal of asbestos containing material at the designated landfill per the Updated Asbestos Abatement and LCP Cleanup Project Specifications, prepared by S&ME dated February 14, 2019.			
A	<b>Floor tile and black mastic (multi story Administration Building)</b> – approximately 3,000 square feet (3 layers); material contains 3% chrysotile and is a category I, nonfriable material in damaged condition. Will be removed using friable methods. Assumed to be on all 4 floors of the structure.	3,000 sq ft	\$ _____	\$ _____
B	<b>Window caulk (multi-story Administration Building)</b> - approximately 300 linear feet; material contains 5% chrysotile and is a category I, nonfriable material.	300 lf	\$ _____	\$ _____
C	<b>Black mastic on TSI lines (multi-story Administration Building)</b> – approximately 10 linear feet, material contains 4% chrysotile and is a category I, nonfriable material.	10 lf	\$ _____	\$ _____
D	<b>Exterior mastic on brick (multi-story Administration Building)</b> – approximately 20 linear feet, material contains 5% chrysotile and is a category I, nonfriable material.	20 lf	\$ _____	\$ _____
E	<b>Black mastic on concrete debris (existing debris pile)</b> – unknown quantity, material contains 4% chrysotile and is a category I, nonfriable material.	_____	\$ _____	\$ _____
F	<b>Roofing mastic, felt, debris, and external caulk (existing debris pile)</b> – unknown quantity; material contains 4% to 5% chrysotile and is a category I, nonfriable material.	_____	\$ _____	\$ _____
	Estimate quantities (if not provided on bid form) for asbestos-contaminated debris for pricing purposes. Actual quantities will be documented during removal.			
6	Provide a <b>lump sum cost</b> for the cleanup and disposal of lead containing paint material at the designated landfill per the Updated Asbestos Abatement and LCP Cleanup Project Specifications, prepared by S&ME dated February 14, 2019.			\$ _____

7	Provide a lump sum cost per structure for the disposal of the remaining demolition debris at the designated landfill per the Updated Asbestos Abatement and LCP Cleanup Project Specifications, prepared by S&ME dated February 14, 2019.		
A	Warehouses		\$ _____
B	Carpenter's Shop		\$ _____
C	Smoke Stack		\$ _____
D	Provide a lump sum cost for grinding the concrete, brick and asphalt debris not stained to be stock piled on site. Per the Updated Asbestos Abatement and LCP Cleanup Project Specifications, prepared by S&ME dated February 14, 2019.		\$ _____
	Note: Any material that can be recycled, reused or sold as salvageable material shall be handled accordingly. Contractor shall receive the proceeds from recycled materials and the amount of the proceed shall be deducted from the total cost. You may provide any additional cost or pricing information below or on a separate page that you feel is relevant.		
8	Provide a lump sum cost for grading the property to allow for proper drainage and hydro seed.		\$ _____
	<b>Total Costs</b>		\$ _____

#### Alternates

Line Item	Description	Lump Sum Cost
1	Provide a lump sum cost for the disposal of the concrete slabs and concrete parking lot at the designated landfill per the Updated Asbestos Abatement and LCP Cleanup Project Specifications, prepared by S&ME dated February 14, 2019.	\$ _____
2	Provide a lump sum cost for the disposal of the asphalt parking lot at the designated landfill per the Updated Asbestos Abatement and LCP Cleanup Project Specifications, prepared by S&ME dated February 14, 2019.	\$ _____
3	Provide a lump sum cost for the removal and disposal of the fencing.	\$ _____

**Invitation to Bid Form  
Chiquola Mill Debris Removal  
Town of Honea Path, SC**

**Total Cost for all work included in the Invitation to Bid:**

\_\_\_\_\_, \$\_\_\_\_\_.

If applicable, please place a check mark beside the addendum(s) you received.

Addendum 1\_\_\_\_\_ Addendum 2\_\_\_\_\_ Addendum 3\_\_\_\_\_ Addendum 4\_\_\_\_\_

\_\_\_\_\_  
Contractor's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Email Address

**Section 03**  
**Scope of Work**

# Debris Abatement Work Plan

Town of Honea Path, South  
Carolina

March 27, 2019



## Contact Information

Cardno  
1812 Lincoln Street  
Suite 301  
Columbia, SC, 29201, USA  
Telephone: 803.929.6060  
www.cardno.com

## Document Information


Prepared for Town of Honea Path  
204 South Main Street  
Honea Path, South Carolina 29654  
(864) 369-2466


Project Name Debris Abatement Work Plan  
Town of Honea Path, South Carolina

Job Reference PB 00240000

Date March 27, 2019

Version Number 1.0

  
\_\_\_\_\_  
Author(s) Gail Rawls Jeter  
Brownfields Specialist

  
\_\_\_\_\_  
Approved By Brian Kvam, PG  
SC PG 2361  
Senior Project Manager

## Document History

Version	Effective Date	Description of Revision	Prepared by	Reviewed by
1.0	March 21, 2019	Draft Debris Abatement Work Plan	Gail Rawls Jeter	Brian Kvam, PG

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## Table of Contents

<b>1</b>	<b>Introduction .....</b>	<b>1-1</b>
1.1	Purpose .....	1-1
1.2	Background .....	1-1
1.2.1	Site Location and Description .....	1-1
1.2.2	Site Use History .....	1-2
1.2.2	Previous Environmental Investigations .....	1-3
1.2.4	Planned Redevelopment Activities .....	1-8
<b>2</b>	<b>Remedial Approach.....</b>	<b>2-8</b>
2.1	Cleanup Objectives and Goals.....	2-9
2.2	Proposed Project Schedule and Deliverables.....	2-9
2.3	Project Team Structure .....	2-10
<b>3</b>	<b>Project Scope .....</b>	<b>3-1</b>
3.1	Storm Water .....	3-1
3.2	Health & Safety Plan .....	3-1
3.3	Asbestos Abatement and Demolition .....	3-1
3.4	Air Monitoring .....	3-2
3.5	Unidentified Asbestos.....	3-2
3.6	Lead Containing Paint .....	3-2
3.7	Remaining Demolition Debris.....	3-2
3.8	Contingency Plan .....	3-3

## Figures

Figure 1	Topographical Map
Figure 2	Aerial Map

## Acronyms

Commonly Used Acronyms

## Appendices

Appendix A	Voluntary Cleanup Contract 18-6086-NRP
Appendix B	Updated S&ME Asbestos Abatement and Lead Based Paint Cleanup Project Specifications
Appendix C	S&ME Follow-Up Asbestos & Lead-Based Paint Assessment Report
Appendix D	Applied Building Science Structural Evaluation Chiquola Mill Buildings
Appendix E	Cardno Site Specific Quality Assurance Project Plan for Air Monitoring
Appendix F	Anderson County Letter – Match Commitment

# 1 Introduction

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Cardno has prepared this Debris Abatement Work Plan on behalf of the Town of Honea Path (Town), South Carolina, to address the former Chiquola Mill property (subject property/site) located at 410 Chiquola Avenue, Honea Path, Anderson County, South Carolina. This work plan is prepared in accordance with Section 4 of Voluntary Cleanup Contract (VCC) 18-6086-NRP between the South Carolina Department of Health and Environmental Control (DHEC) and the Town. The VCC is included as **Appendix A**.

## 1.1 Purpose

The purpose of this work plan is to describe the work to be performed after asbestos abatement at the subject property to characterize, remove, and dispose of any remaining demolition debris and/or potential sources of contamination on the subject property. S&ME Updated Asbestos Abatement and Lead Based Paint Cleanup Project Specifications addresses asbestos abatement to be performed on the subject property (**Appendix B**).

## 1.2 Background

The following sections provide the site location and description, a summary of the history of the site, and the results of previous environmental investigations conducted on the subject property.

### 1.2.1 Site Location and Description

The subject property is located within Anderson County at 410 Chiquola Avenue in the Town of Honea Path, South Carolina. According to the Anderson County tax records, the subject property consist of one parcel encompassing approximately 21.6 acres. The subject property is identified as Tax Map Serial Number (TMS) 275-09-11-003-000 and is currently owned by the Town of Honea Path. A Site Location Map, consisting of the relevant portion of the United States Geological Survey (USGS) topographic map, Honea Path and Ware Shoals West Quadrangles, is included as **Figure 1**. The aerial layout of the site and surrounding properties are depicted on **Figure 2**.

The site is located in a primarily residential area. The site is accessed from the west via Chiquola Avenue, from the south via Carolina Avenue, from the east via Maryland Avenue, and from the north via Beacham Street. Adjoining properties include the previously mentioned access roads and mostly residential properties. The Chiquola United Methodist Church is located across Chiquola Avenue to the south of the subject property.

The former Chiquola Mill property is vacant and consists of demolition debris piles, a relatively small standing portion of the former mill building, warehouse buildings, former

pond/reservoir, former asphalt and concrete parking areas, a few smaller support buildings, and overgrown areas.

According to the USGS and the South Carolina Geologic Survey (SCGS), the subject property is in the Piedmont Physiographic Province of South Carolina, which generally consists of rolling, well-rounded hills dissected by streams and drainage features. Generally, the Piedmont is characterized by differing thicknesses of saprolite overlying a transition zone of weathered, highly fractured bedrock. This transition zone generally grades into more consolidated, less fractured rock with depth. The Piedmont Physiographic Province ranges in elevation from approximately 300 feet to 1,500 feet above MSL.

According to the Groundwater Atlas of the United States, the primary aquifer system in the area of the subject property is the Piedmont and Blue Ridge Aquifer System. The system is composed principally of crystalline bedrock overlain by unconsolidated regolith. Included in the regolith are the following: a) saprolite, which is a layer of earthy, decomposed rock developed by weathering of the bedrock that is largest component of the regolith; b) soil that develops on the upper part of the saprolite; and c) alluvium, which is mainly confined to stream valleys. Typically, the regolith contains both saturated and unsaturated zones. Groundwater in the regolith is stored in and transmitted through openings (pores) between the soil and rock particles. Local flow systems exist within the regolith often providing preferential flow paths in coarser lenses and relic geological structural features in the weathered rock. The crystalline rocks underlying the regolith have an extremely low permeability and porosity. As a result, groundwater is typically found in interconnected vertical or horizontal fractures and within foliations in the rock itself.

Groundwater flow through the saprolite is generally controlled by primary and relic secondary porosity features. Secondary porosity features such as fractures, faults, and weathered zones dictate movement of groundwater in the transition zone. Surficial groundwater flow direction in this region tends to mimic the overlying topography and is expected to have a predominate flow towards the north-northeast from the site.

### **1.2.2 Site Use History**

Chiquola Manufacturing (later Springs Industries) developed a textile mill on the subject property in the early 1900s. Operations included spinning, carding, and weaving. A 1954 survey map identifies features on the subject property that include a four-story building with basement (the main mill building), pond, four 20,000 gallon fuel oil tanks, 500 gallon gasoline tank, automobile garage, warehouses, laboratory, smoke stack, two elevated water tanks, machine shop, and a boiler/compressor room. The mill ceased operation in 2003.

Blair Mills LP followed by Blair Mills LLC owned the subject property from 2004 to 2007 when J& P Specialties acquired the subject property. In an interview conducted during a 2018 Phase I ESA, Mr. L. C. Jones of J & P Specialties stated that Blair Mills had

removed a 250 gallon fuel tank from the basement area of the main mill building. He stated that the tank leaked an unknown quantity of fuel; however, it was cleaned up by the former owner. Further he stated that to the best of his knowledge no textile dying activities occurred on the subject property. Mr. Jones indicated that a transformer station had been located in the parking area to the north of the main mill building. He stated that Duke Power removed all of the electrical equipment and transformers just before or after J&P Specialties, Inc. acquired the subject property. Demolition of the mill to salvage materials began in approximately 2009 or 2010. Mr. Jones stated that the demolition and removal activities were stopped following a DHEC inspection at which suspect asbestos containing materials (ACM) was found in the debris piles. DHEC issued a stop work order. Mr. Jones stated that prior to initiating the demolition activities he had asbestos abatement activities completed on the subject property. To the best of his knowledge all of the ACM had been removed prior to demolition activities. Subsequently, DHEC pursued an enforcement action against J & P Specialties.

In September of 2017, the Town was awarded an EPA Brownfields Assessment Grant to assist the Town with performing environmental assessment on brownfields properties in Honea Path. The Chiquola Mill was a high priority site for assessment because of its safety and potential health risks to the neighbouring residential area. A Phase I ESA was conducted in January of 2018. Subsequently, the Town submitted an application for a Non-responsible Party Voluntary Cleanup Contract. The Town signed VCC 18-6086-NRP and took title to the subject property on April 23, 2019. The VCC ensures that appropriate liability protections are in place for the Town. The VCC became effective on May 30, 2018.

Currently most of the mill has been demolished. Only a portion of the south side of the main mill building, a warehouse, the carpenter's shop, and the smoke stack remain standing. The remainder of the developed area of the subject property is covered with asphalt parking lots, concrete foundations, building remnants and demolition debris. Demolition debris and dense vegetation limit the observation of the ground surface in many areas.

The Town has received a Community Development Block Grant through the South Carolina Department of Commerce to abate asbestos, demolish the structures with the exception of the carpenter's shop, and remove the debris from the subject property.

## **1.2.2 Previous Environmental Investigations**

### **1.2.3.a SCDHEC Expanded Pre-CERCLIS SITE Assessment**

SCDHEC personnel completed an Expanded Pre-CERCLIS Site Assessment during the period of December 2011 – May 2012 at the subject property. Information gathered from the assessment was utilized to determine if the subject property should be placed on CERCLIS or managed by some other means. As part of this assessment, seven sediment samples were collected from the on-site reservoir (two samples) and adjacent

unnamed tributary (five samples). Each of the samples were analysed for VOCs, SVOCs, Metals, PCBs, and pesticides. Provided below is a summary of the findings:

Samples collected in December 2011 found several analytes elevated above RSLs in the on-site reservoir. There were a few slightly elevated PAHs detected in downstream sediment, but not in target areas such as a fishery or wetlands. Despite the documented releases, the Chiquola Mills site is not recommended for placement on CERCLIS. The subject property is targeted for redevelopment, and the only area of concern identified appears to be the reservoir. The site will be referred within SCDHEC to a program that can address the areas of on-site contamination. Any further assessment should include limited PAH sampling in the adjacent creek to confirm the elevated levels found during the investigation.

#### **1.2.3.b. ECS Carolinas, LLP Phase I Environmental Site Assessment**

ECS Carolinas, LLP (ECS) personnel completed a Phase I ESA of the subject property on April 13, 2016. The ECS Phase I ESA referenced a Phase I ESA completed by EPS Environmental Services, Inc. (EPS) of the subject property in February 2003. Provided below is a summary ECS provided of the EPS 2003 Phase I ESA.

EPS Environmental Services, Inc. previously conducted a Phase I Environmental Site Assessment for the subject property in February of 2003. The report indicated that the subject property was originally 67 acres and was developed with a 327,658 square foot industrial building and several outbuildings. The report did not identify on-site or off-site Recognized Environmental Conditions (RECs) at the time the Phase I ESA was completed.

ECS personnel also provided the following summary of a Phase I ESA completed by EPS in October 1998. Provided below is a summary ECS provided of the EPS 1998 Phase I ESA.

The 1998 Phase I ESA indicated that a 2,000 gallon heating oil UST was removed from the subject property in 1970 and is currently in use at another subject property. The Phase I ESA also identified a release of five to ten gallons of gasoline from a delivery truck fuel tank that was collected with 300 pounds of sand. The Phase I ESA also indicated that fuel oil was released from the boiler unit's fuel pump in the boiler room. This oil accumulated in the blow-down pit and discharged to an outside sewer catch basin. The report did not identify on-site or off-site RECs at the time the Phase I ESA was completed.

ECS identified the following RECs as part of their April 2016 Phase I ESA of the subject property:

Based on historical information reviewed, ECS considers the historic operations conducted at the subject property, the former use of a heating oil UST, and the listing as a hazardous waste generator to be RECs.

#### **1.2.3.c. CEtech Associates Phase I Environmental Site Assessment**

CEtech Associates completed a Phase I ESA at the subject property in November 2016. Provided below is the conclusions from the CEtech Associates Phase I ESA Report:

Larry Lackey, PE has performed a Phase I Environmental Site Assessment of the Field parcel in general accordance with the scope and limitations of ASTM Practice E 1527. Any exceptions to, or deletions from, this practice are described in Section 1.4 of this report. This assessment has revealed evidence of RECs in connection with the subject property and is identified as ACM. Other REC's were not found through this Phase I process and as identified in the Limitations, no field sampling or laboratory testing was done. No invasive or subsurface evaluation or testing was done at the site and given the nature of previous landuse (textile manufacturing) other REC's may exist at the site not identified during the ASTM Practice E 1527 process.

#### **1.2.3.d. S&ME Asbestos Assessment Report**

S&ME Inc. completed an Asbestos Assessment Report at the subject property in December 2016. Provided below is a summary from the report:

The purpose of the assessment was to identify the presence of ACM prior to demolition activities. The asbestos assessment included the interior and exterior portions of the buildings. Homogeneous areas (HA) suspected of containing asbestos were identified and sampled. Based on the results of the bulk samples collected and analyzed, ACM was identified in localized demolition and building areas. Previous sampling by ECS and the South Carolina Department of Health and Environmental Control identified ACM at the site also.

Based on the results of the bulk samples collected and analyzed, and upon work of ECS and SCDHEC, ACM was identified in the planned demolition areas during the asbestos assessment. The areas within the standing mill structure contain the following ACM materials: floor tile and black mastic (3,000 square feet), window caulk (300 linear feet), black mastic on TSI lines (10 linear feet). ACM was identified as a patch of mastic (20 linear feet) on the exterior of the building. SCDHEC's sampling also identified ACM in an area of black mastic on concrete debris and localized felt debris.

#### **1.2.3.e. Cardno, Inc. Phase I Environmental Assessment Report**

Cardno personnel completed a Phase I ESA for the subject property in March of 2018. Provided below are the Recognized Environmental Conditions from that report:

Onsite:

- The subject property was identified under different facility names by EDR on the following federal and state regulatory lists: South Carolina State Hazardous Waste Site (SHWS); South Carolina Voluntary Cleanup Program (VCP); South Carolina Brownfields; Minnesota Manifest; Facility Index System (FINDS); Enforcement & Compliance History Information (ECHO); Resource Conservation & Recovery Act –

Conditionally Exempt Small Quantity Generator (CESQG); and South Carolina Aboveground Storage Tank (AST);

- A review of historical information and previous environmental assessment reports on the subject property revealed that the subject property has been utilized for manufacturing/industrial purposes for the last 110+ years, which included various textile operations;
- A review of previous environmental assessment reports identified the following:
  - Polycyclic aromatic hydrocarbons (PAHs) identified in the on-site pond/reservoir following sediment sampling activities by DHEC personnel in 2011;
  - Identification of a former 2,000 gallon heating oil Underground Storage Tank (UST) in a 1998 Phase I ESA, location of the UST on the subject property was not identified;
  - Identification of a 5 – 10 gallon release/spill of gasoline in a 1998 Phase I ESA from a delivery truck fuel tank that was collected with 300 pounds of sand, location of the release/spill on the subject property was not identified; and
  - SCDHEC personnel in September 2016 identified the following sample location areas in a draft Non-Responsible Party Voluntary Cleanup Contract (NRP-VCC): former lab, location of gasoline tank, location of four fuel oil tanks, location of structure 16 (the former coal trestle), 3 (machine shop), 10 (quonset hut), 13 (paint storage), 14 (warehouse), 15 (warehouse) and garage/auto house. Sample locations were based on a 1954 layout map of the subject property.
- A review of historical information for the subject property identified the following:
  - A review of the 1954 layout map identified the following: structure 22 (grease storage, transformers between structures 21 and 3, and transformers between structures 5 and 18; and
  - A review of a 1932 layout map identified the following: coal pile area near structure 16 as identified on the 1954 map, transformer area in the vicinity of the garage/auto house as identified on the 1954 map, and structure 8 (oil house) in the vicinity of structure 10 as identified on the 1954 map.
- An interview with the current owner, J & P Specialties, Inc. revealed that a former transformer station was located in the parking area to the north of the main mill building. The current owner also stated that the previous owner (Blair Mills) removed a 250 gallon fuel tank from the basement area of the main mill building. He stated that the tank leaked an unknown quantity of fuel; however, it was cleaned up by the former owner (Blair Mills).

#### **1.2.3.f. S&ME Follow-Up Asbestos & Lead-Based Paint Assessment Report**

On April 24, 2018, S&ME conducted a follow-up asbestos and lead-based paint assessment of the remaining structures and debris piles located at the former Chiquola Mill. The purpose of this follow-up assessment was to determine if additional suspect ACM or painted materials need to be sampled prior to the preparation of a project design for the removal of the ACM. ACM are defined by the Environmental Protection Agency (EPA) and SCDHEC as having greater than one percent (> 1%) asbestos content.

The following material was confirmed as an ACM in this follow-up assessment:

- Black mastic on concrete in Pile #10.

Previously identified ACM's at the site include:

- Roofing materials in Debris Piles #7, #10, and #17 (ECS, 2012),
- Black layer in Debris Pile #18 (ECS, 2012),
- White, Gray, Tan Floor Tile (3 layers) and black mastic on lower level of multi-story building (ECS, 2012),
- Black tar on bricks/concrete in Debris Piles #4 and #7 (ECS, 2012),
- Black mastic on concrete slab in two debris piles (DHEC, 2015),
- Roofing tar in debris pile (DHEC, 2015),
- Floor tile/mastic in multi-story building (S&ME, 2016),
- Window caulk on multi-story building (S&ME, 2016),
- Black mastic on pipe insulation in multi-story building (S&ME, 2016),
- Mastic/caulk on exterior brick of multi-story building (S&ME, 2016).

Other building materials containing less than 1% asbestos were also identified by S&ME in 2016 including roofing on the multi-story building and roofing materials in debris piles.

Painted surfaces throughout the interior of the structure and debris piles were analyzed for lead content. Painted surfaces that exceed the SCDHEC disposal criteria of 0.7 milligrams per square centimeter (mg/cm<sup>2</sup>) are considered to be lead-based paint/glaze for the purpose of this assessment. No additional building materials were identified as having lead content greater than 0.7 mg/cm<sup>2</sup>. Previously identified green paint with a lead content of 1.1% (in Pile 3) was visually observed to be present in the other existing piles on the site. See **Appendix C**.

#### **1.2.3.g. S&ME Asbestos Abatement and Lead Based Paint Cleanup Project Specifications**

On June 7, 2018, S&ME prepared a project specification for asbestos abatement and lead based paint cleanup which outlined the procedure and requirements pursuant to the DHEC Regulation 61-86.1, *Standards for Performance of Asbestos Projects*. This project specification recommended a structural stability survey be performed to ensure that the partially demolished building could be abated prior to demolition.



### **1.2.3.h. Applied Building Science Structural Evaluation Chiquola Mill Buildings**

On October 17, 2018, Applied Building Science performed an on-site non-destructive visual survey of the accessible structural components within the remaining Chiquola Mill buildings, specifically to determine if the remaining portions of buildings are safe for abatement and removal of ACM. For the areas which were not deemed safe for abatement operations, general shoring recommendations were provided. See **Appendix D**.

### **1.2.3.i. S&ME Updated Asbestos Abatement and Lead Based Paint Cleanup Project Specification**

After submission of the Structural Evaluation, DHEC requested that the Asbestos Abatement Plan be updated to include the need to perform shoring prior to asbestos abatement. Thus, an Updated Asbestos Abatement and Lead Based Paint Cleanup Project Specification was prepared on February 14, 2019. Via an email of February 15, 2019, DHEC's Asbestos Section accepted the project specification. See **Appendix B**.

### **1.2.3.j. Cardno Site Specific Quality Assurance Project Plan**

Cardno prepared a Site Specific Quality Assurance Project Plan (QAPP) for air monitoring during asbestos abatement which is included as **Appendix E**.

## **1.2.4 Planned Redevelopment Activities**

The Town will redevelop the subject property for a community green space in accordance with the CDBG requirements for obtaining the funding for the asbestos abatement, demolition, and debris removal.

## **2 Remedial Approach**

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In order to assess and remediate the subject property in an efficient and effective manner, the Town proposes to characterize, if not previously done, remove, and properly dispose of demolition debris and/or potential sources of contamination. This work will be performed by a contractor hired pursuant to a Request for Proposals (RFP) process and will be required to obtain appropriate and applicable licenses to perform the work.

The scope of this Work Plan does not include any future Environmental Assessment activities. The Town will prepare a separate Site Specific QAPP to satisfy the remaining assessment requirements of the VCC. If waste materials or segregated sources are found in the basement(s) of Buildings 1 or 2 and any other basements found on the subject property after the flooring is removed to expose the basement, the necessary sampling of these waste materials and/or segregated sources will be included in the Site Specific QAPP that will be developed for the remaining requirements of the VCC, or

the sampling will be performed in accordance with the Contingency Plan, Section 3.8 below.

## **2.1 Cleanup Objectives and Goals**

The primary objective of the assessment and cleanup project at the former Chiquola Mill subject property is to reduce or prevent potential risk to human health and the environment from site contaminants by properly addressing the remediation of the subject property to meet the requirements of its intended future use. The assessment and cleanup activities will be conducted in multiple phases. The first phase includes the removal and proper disposal of the ACM, demolition of the remaining partially demolished structures, and the proper disposal of the debris that covers the subject property with the possible exception of the concrete and brick debris which may be ground on site for utilization. Subsequent phases will include the assessment of soils, groundwater, surface water, and sediment on the subject property and the potential remediation of any contamination identified.

## **2.2 Proposed Project Schedule and Deliverables**

The proposed project schedule for the debris abatement portion of the work will be provided by the contractor hired pursuant to the RFP. In addition to this Work Plan, the project deliverables for this phase of the project include the following:

- Follow Up Asbestos & Lead-Based Paint Report, June 2018 – **Appendix C**
- Updated Asbestos Abatement Specifications, Chiquola Mill, June 2018 – **Appendix B**
- Site Specific Quality Assurance Project Plan for Air Monitoring – **Appendix E**
- Storm Water Project Plan (will be submitted to Bureau of Water, DHEC)
- Demolition Application (will be submitted to Bureau of Air, DHEC)
- Health and Safety Plan (will be submitted to Mark Berenbrok, DHEC Brownfields Program)
- Site-specific Quality Assurance Project Plan for waste characterization, if necessary
- Close-out Report of removal activities to include the disposition of ACM, lead paint waste, and demolition debris (records), air monitoring records, as well as the characterization of any other segregated sources and waste materials (will be submitted to Mark Berenbrok, DHEC Brownfields Program)

## 2.3 Project Team Structure

Personnel involved in this project consist of Earl Lollis Meyers, the Mayor, and his staff of the Town of Honea Path; Arlene Young and staff of the Appalachian Regional Council of Governments overseeing and managing the Community Development and Block Grant funding; Mark Berenbrok, the DHEC Project Manager, who will oversee compliance with the Town's VCC, Barbara Alfano, the EPA Project Manager, who will oversee compliance with the EPA Brownfields Assessment Grant terms and conditions in that the EPA Brownfields Grant is providing funding for the preparation of this plan as well as the air monitoring; Cardno is the Town's environmental consultant for the EPA Brownfields Grant, has prepared this work plan, will prepare Site-specific Quality Assurance Project Plans, will sub-contract with the air monitoring firm (S&ME), and will prepare the final report; contractor selected to perform the abatement, demolition, and disposal of waste; and the S&ME asbestos air monitor and inspector who will be independent of the contractor.

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## 3 Project Scope

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The Town intends to make the subject property safe for the residents surrounding the site and provide community greenspace.

Section 4.D of the VCC requires the Town to characterize all Waste Materials and Segregated Sources including asbestos containing and contaminated materials within the remaining buildings and structures and in demolition debris; concrete slabs or other flooring, or demolition debris that exhibit staining or other indications of contamination; and any other waste materials and segregated sources found on the site.

A Request for Proposals (RFP) will be issued to hire a qualified contractor to abate asbestos, complete demolition, and properly dispose or manage demolition debris in accordance with applicable regulations.

### 3.1 Storm Water

The contractor hired by the Town will obtain and properly implement the requirements of a storm water permit issued by DHEC pursuant to SC Regulation 72.300, SC Code 48-14-10 et seq.

### 3.2 Health & Safety Plan

The contractor hired by the Town will prepare and submit a Health and Safety Plan consistent with the Occupational Safety and Health Administration regulations. The Health and Safety Plan shall be submitted to DHEC in the form of one electronic copy on a compact disc. A copy of the Plan will be maintained on the site during such time that work is being performed.

### 3.3 Asbestos Abatement and Demolition

The contractor hired by the Town will obtain and comply with the requirements of an abatement project license pursuant to SC Regulation 61-86.1, SC Code Sections 44-1-140, 48-1-30, and 44-87-10 et seq. and with the Updated Asbestos Abatement and LCP Cleanup Project Specifications, Former Chiquola Mill Project, prepared by S&ME, dated February 14, 2019, included as **Appendix B**. This specification has been reviewed by the Asbestos Section of DHEC. A Demolition License and Asbestos Abatement License will be issued for each structure. Further, the contractor will obtain and comply with any local requirements for a demolition permit. Anderson County will assist with the cost of waste disposal as an in-kind match for the CDBG funds. Pursuant to its permit, the Anderson County Starr Construction & Demolition Debris Landfill, 390 Roy Arnold Road, Starr, South Carolina, 29684 will accept 1000 tons of construction & demolition debris waste without charge to the contractor hired by the Town (value \$28.00/ton or

\$28,000). Further, pursuant to its permit, the Anderson Regional Landfill will accept 5,821 tons at a reduced rate of \$23.90/ton (normal charge of \$47.00/ton; value of the \$122,000). See **Appendix E**.

### **3.4 Air Monitoring**

A DHEC licensed air sampler, independent of the contractor hired to abate asbestos, shall be hired by the Town to perform air monitoring required during asbestos abatement and clearance monitoring after abatement is completed. S&ME, Inc. will be hired to perform this work.

### **3.5 Unidentified Asbestos**

A DHEC licensed building inspector, independent of the contractor hired to abate asbestos, shall be hired by the Town to be available to manage (segregate, sample, etc.) any suspect ACM found during debris removal that has not been previously identified. This individual will likely serve a dual role as air sampler and building inspector. S&ME, Inc. will be hired to perform this work.

### **3.6 Lead Containing Paint**

The contractor hired by the Town will handle lead-based paint in accordance with Asbestos Abatement and LCP Cleanup Project Specifications, Former Chiquola Mill Project, prepared by S&ME, dated February 14, 2019, included as **Appendix B**, and in accordance with SC Regulation 61-107.19, SC Code Sections 44-96-10 et seq.

### **3.7 Remaining Demolition Debris**

The contractor hired by the Town will handle the remaining demolition debris pursuant to the requirements of SC Regulation 61-107.19, SC Code Sections 44-96-10 et seq.

Anderson County will assist with the cost of waste disposal as an in-kind match for the CDBG funds. Pursuant to its permit, the Anderson County Starr Construction & Demolition Debris Landfill, 390 Roy Arnold Road, Starr, South Carolina, 29684 will accept 1000 tons of construction & demolition debris waste without charge to the contractor hired by the Town (value \$28.00/ton or \$28,000). Further, pursuant to its permit, the Anderson Regional Landfill will accept 5,821 tons at a reduced rate of \$23.90/ton (normal charge of \$47.00/ton; value of the \$122,000). See **Appendix F**.

If any debris is stained, a sample of the stained material will be collected and analyzed by the toxicity characteristic leaching procedure (TCLP), SW-846 Test Method 1311, for semi-volatile organic compounds, volatile organic compounds, and Resource Conservation & Recovery Act metals to determine the appropriate disposal method, unless the source of the stained material can be identified and this source information is acceptable to the disposal facility. The concrete, brick, and asphalt debris that is not stained may be ground by a DHEC permitted grinding machine. If the contractor selected does not have a permitted grinding machine, a Temporary Crushing and

Screening Permit may be obtained from DHEC's Bureau of Air. As long as the crushing unit is using a wet suppression system, the DHEC's Bureau of Air will allow the grinding of debris that is painted with a lead-based paint.

It is anticipated that this ground material will be used on the site or very near the site; thus, it shall be stockpiled at the location designated by the Town and covered until utilized.

### **3.8 Contingency Plan**

This plan provides guidelines for the proper handling of waste materials and segregated sources if found during the debris abatement. The plan is not meant to be exhaustive, but to provide a framework that all parties can agree is a reasonable course of action. This plan is for the use of selected contractor and any subcontractors as well as Cardno personnel.

An area will be designated as a staging area at the beginning of the site work. If it is necessary to utilize the staging area, it will be covered with 6 mil polyethylene plastic and surrounded by bales of hay underneath 6 mil plastic, to provide secondary containment. Any waste material or segregated source placed in the staging area will be covered with 6 mil polyethylene plastic.

If during the course of asbestos abatement and debris removal as outlined above, a drum or drums are discovered, and the drum is not leaking, rusted, or distended, the selected contractor may choose to move the drum to the designated staging area. If the drum is empty, it will be disposed as demolition debris. If the drum is not empty, it will be characterized in accordance with an approved site-specific quality assurance project plan. Transportation and disposal will be determined based on the characterization.

If the drum is leaking, but appears to be stable and its contents are unknown, DHEC, the Town, and Cardno will be notified, and the contractor will upgrade to personal protective equipment (PPE) level B and under the competent person's direction, will over-pack the drum and move it to the staging area. The contents will be characterized in accordance with an approved site-specific quality assurance project plan (SSQAPP) which will be prepared by Cardno, if necessary. Transportation and disposal will be determined based on the characterization.

If leaking drums are discovered that do not appear to be stable and the contents are unknown, DHEC, the Town, and Cardno will be notified and work will be stopped in that area until the contents can be characterized. The contractor will cordon off the area, and no one without level B PPE protection will be allowed in the area until the drum is characterized and stabilized. If field tests indicate that the drums contents are not explosive, or flammable; the drum will be overpacked, if feasible, or encapsulated in plastic in an attempt to contain the release.

All unidentified drums will be labeled as unidentified until laboratory analysis is obtained on their contents.

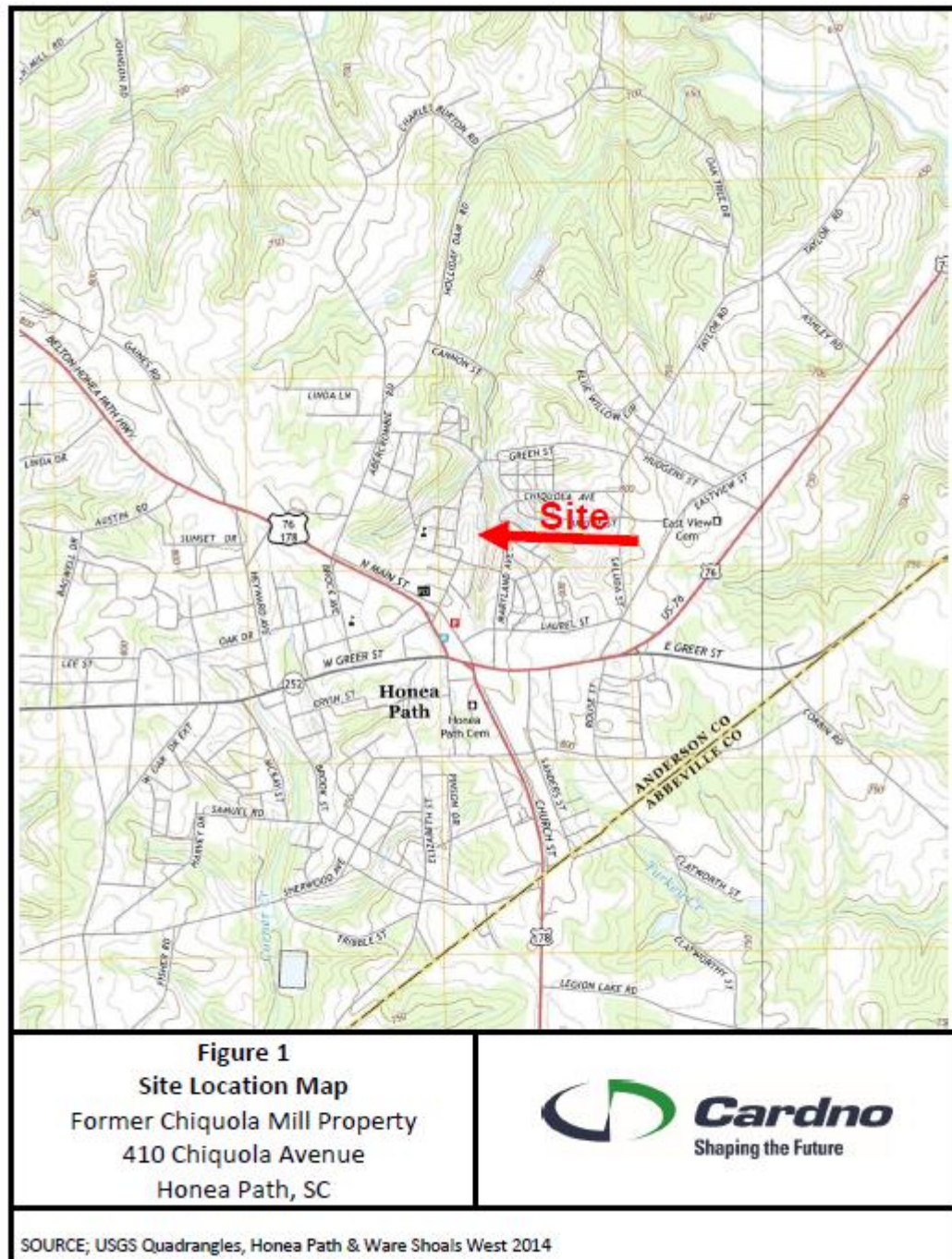
If tanks are discovered in the debris piles, they will be handled in a similar fashion as the drums except they will not be moved until it is determined that they are empty. If empty, the tank will be recycled or disposed as debris. If the tank is not empty, the area will be cordoned off, DHEC, the Town, and Cardno will be notified. The contents of the tank will be characterized prior to removing the contents in accordance with an approved SSQAPP. Removing the contents of the tank and subsequent transportation and disposal will be determined based on the characterization.

After the tank is empty, the atmosphere in the tank will be rendered inert with 10 pounds of dry ice for every 100 gallon tank capacity (if the contents were flammable), and transported for recycling or proper disposal off-site.

If soils are uncovered that are stained, saturated, or have a strong petroleum or solvent odor, the site Health and Safety Officer will be notified immediately. DHEC, the Town, and Cardno will also be notified. The area will be cordoned off, and work in that area will cease until a determination can be made about the material causing the staining or odor. In this context “saturated” means soil that has a non-water fluid contained within it, or leaking out of it, that is indicative of a contaminant. Appropriate sampling will be conducted in accordance with an approved SSQAPP. Subsequently, appropriate remedial action will be proposed and implemented.

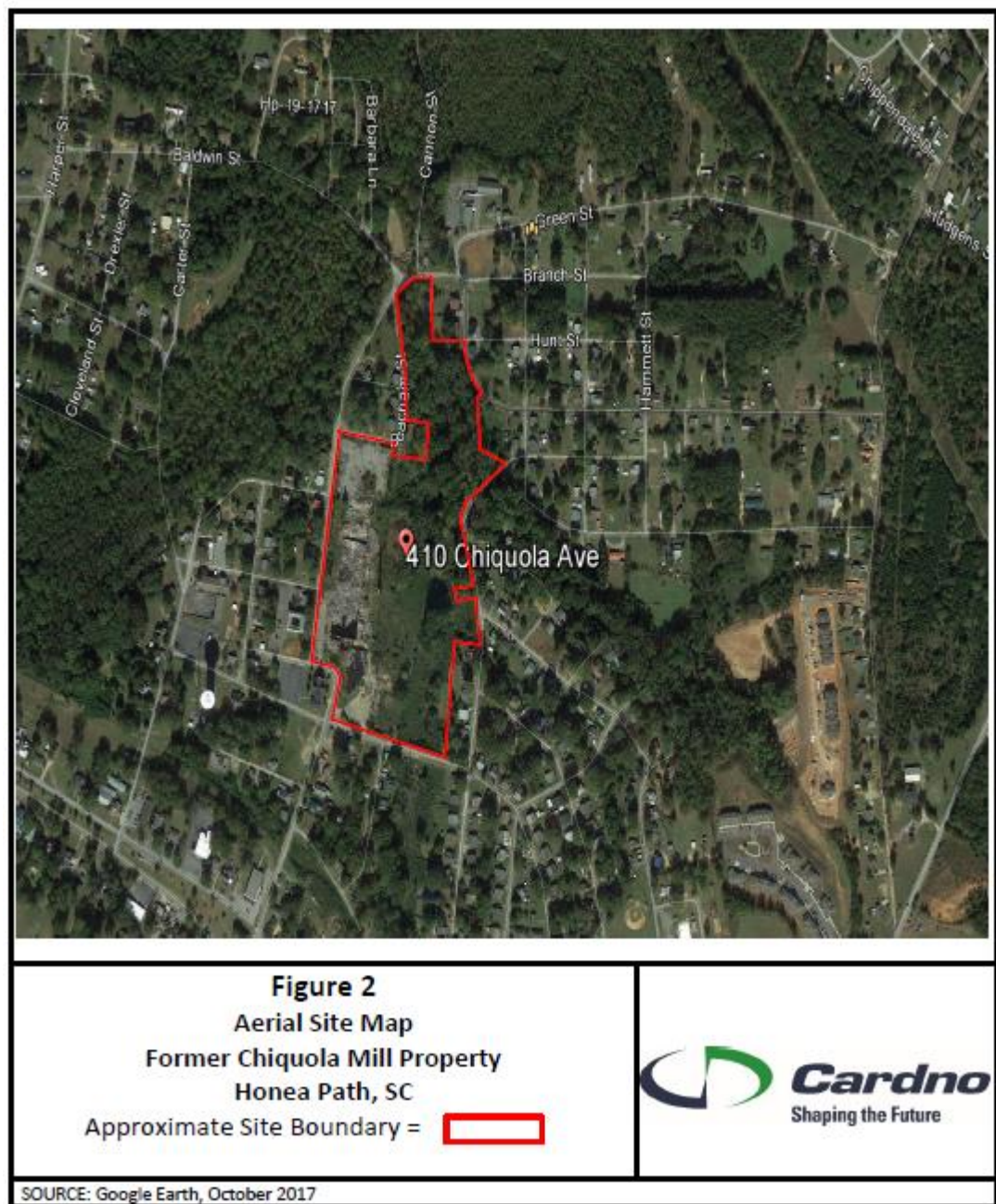
This plan shall be maintained on the subject property during all field work.

**Figure 1      Topographical Map**





**Figure 2    Aerial Map**



## Commonly Used Acronyms

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AAI	All Appropriate Inquiry
ABCA	Analysis of Brownfield Cleanup Alternatives
ACM	Asbestos Containing Material
AST	Aboveground Storage Tank
ASTM	American Society for Testing & Materials
BFA	Brownfield Agreement
BGS	Below Ground Surface
Cardno	Cardno Inc.
CERCLA	Comprehensive Environmental Response, Compensation, and Liability Act
CERCLIS	Comprehensive Environmental Response, Compensation and Liability Information System
CREC	Controlled Recognized Environmental Condition
EP	Environmental Professional
ERNS	Emergency Response Notification System
EPA	Environmental Protection Agency
ESA	Environmental Site Assessment
FOIA	Freedom of Information Act
FIRM	Flood Insurance Rate Map
GLCCDO	Greater Lake City Community Development Office
IC	Institutional Controls
LBP	Lead-Based Paint
LUST	Leaking Underground Storage Tank
MSL	Mean Sea Level
NFRAP	No Further Remedial Action Plan
NPL	National Priority List
NRP	Non-Responsible Party
PA/SI	Preliminary Assessment/Site Inspection
PAH	Polynuclear Aromatic Hydrocarbon
PCB	Polychlorinated Biphenyl
PPB	Parts per Billion
PPM	Parts Per Million
PRG	Preliminary Remediation Goal
RACM	Regulated Asbestos Containing Material
RBC	Risk Based Concentrations
RBSL	Risk Based Screening Level
RCRA	Resource Conservation and Recovery Act
RCRA CORRACT	RCRA Information Systems
RCRA GEN	RCRA System Generators
RCRA TSD	RCRA Treatment, Storage, and Disposal Facilities
REC	Recognized Environmental Condition
ROD	Record of Decision
SCDHEC	South Carolina Department of Health and Environmental Control
SHWS	State Hazardous Waste Site
SVOCs	Semi-Volatile Organic Compounds
SWL	Solid Waste Facilities List
TAL	Target Analyte List
TMS	Tax Map Serial
USEPA	United States Environmental Protection Agency
USGS	United States Geological Survey
UST	Underground Storage Tank
VOCs	Volatile Organic Compounds
VCC	Voluntary Cleanup Contract

Town of Honea Path,  
South Carolina

## APPENDIX

# A

VOLUNTARY CLEANUP CONTRACT 18-6086-NRP

**VOLUNTARY CLEANUP CONTRACT  
18-6086-NRP**

**IN THE MATTER OF  
CHIQUEOLA MILL SITE, ANDERSON COUNTY  
and  
TOWN OF HONEA PATH**


This Contract is entered into by the South Carolina Department of Health and Environmental Control and Town of Honea Path, with respect to the Property located at 410 Chiquola Avenue, Honea Path, South Carolina. The Property includes approximately 21.6 acres identified by Tax Map Serial Number 275-09-11-003. In entering this Contract, the Department relies on the representations contained in the "Non Responsible Party Application for Voluntary Cleanup Contract" of March 30, 2018, and any amendments thereto, by Town of Honea Path, which is incorporated into this Contract and attached as Appendix A.

**AUTHORITY**

This Contract is entered into pursuant to the Brownfields/Voluntary Cleanup Program, S.C. Code Ann. §§ 44-56-710, et seq. (2018); the South Carolina Hazardous Waste Management Act (SCHWMA), S.C. Code Ann. §§ 44-56-10, et seq. (2018 & Supp. 2017); the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. § 9601, et seq.; the State Underground Petroleum Environmental Response Bank Act, (SUPERB Act), S.C. Code Ann. §§ 44-2-10, et seq. (2018 & Supp. 2017); and the Pollution Control Act, S.C. Code Ann. §§ 48-1-10 et seq. (2008 & Supp. 2017).

**DEFINITIONS**

1. Unless otherwise expressly provided in this Contract, terms used herein shall have the meaning assigned to them pursuant to the Brownfields/Voluntary Cleanup Program, and if not set forth therein, shall have the meaning assigned to them



pursuant to the SCHWMA, the PCA, the SUPERB Act, or CERCLA.

- A. "Honea Path" means Town of Honea Path.
- B. "Beneficiaries" means Honea Path's Non-Responsible Party lenders, signatories, parents, subsidiaries, and successors, including new purchasers, lessees, and other parties acquiring an interest in any portion of the Property, but only to the extent that such parties have never been a Responsible Party at the Site.
- C. "Contamination" means the presence of a contaminant, pollutant, hazardous substance, petroleum, or petroleum product.
- D. "Contract" means this Voluntary Cleanup Contract.
- E. "Department" means the South Carolina Department of Health and Environmental Control, or a successor agency of the State of South Carolina that has responsibility for and jurisdiction over the subject matter of this Contract.
- F. "Existing Contamination" shall mean any Contamination present on, or under, the Site as of the execution date of this Contract.
- G. "Property" means the real property as described in the Non Responsible Party Application for Voluntary Cleanup Contract attached as Appendix A, and that is subject to the ownership, prospective ownership, or possessory or contractual interest of Honea Path or its Beneficiaries.
- H. "Segregated Sources" means drums, tanks, or similar discrete containers that potentially hold substances that may cause Contamination upon release to the environment.

- I. "Site" means all areas where a contaminant, petroleum, or petroleum product has been released, deposited, stored, disposed of, or placed or otherwise comes to be located; "Site" does not include any consumer product in consumer use or any vessel.
- J. "Waste Materials" means any Contamination-causing solid, semi-solid, or liquid material discarded, buried, or otherwise present on the Property, and may include sludge, slag, or solid waste materials such as empty containers and demolition debris or materials containing asbestos, lead-based paint, or petroleum or other contaminants.

## FINDINGS

- 2. Based on the information known by or provided to the Department, the following findings are asserted for purposes of this Contract:

- A. Owners and Operators: The owners and operators of the Property include the following:

Chiquola Manufacturing, later Springs Industries	Circa 1900 to 1998
Chiquola Industrial Products Group LLC	1998 to 2003
Chiquola Properties LLC	2003 to 2004
Blair Mills LP	2004 to 2006
Blair Mills LLC	2006 to 2007
J&P Specialties Inc	2007 to present

- B. Property and Surrounding Areas: The Property is bounded generally to the north by Chiquola Street with residences and wooded areas beyond; to the east by residences and Maryland Street with residential areas beyond; to the south by

Carolina Avenue with residential areas beyond; and to the west by Chiquola Avenue and Beacham Street with residential areas beyond. A stream is located on the Property running parallel to the east Property line.

Chiquola Manufacturing (later Springs Industries) developed a textile mill on the Property in the early 1900s. Operations included spinning, carding, and weaving. A 1954 survey map identifies features on the Property that include a four-story building with basement (the main mill building), pond, four 20,000 gallon fuel oil tanks, 500 gallon gasoline tank, automobile garage, warehouses, laboratory, smoke stack, two elevated water tanks, machine shop, and a boiler/compressor room. The mill ceased operation in 2003.

Demolition of the mill to salvage materials began in approximately 2009 or 2010. Currently most of the mill has been demolished. Only a portion of the south side of the main mill building, a warehouse, the carpenter's shop, and the smoke stack remain standing. The remainder of the developed area of the Property is covered with asphalt parking lots, concrete foundations, building remnants and demolition debris. Demolition debris and dense vegetation limit the observation of the ground surface in many areas.

C. Investigations / Reports: A 2018 Phase I Environmental Site Assessment (ESA) report was prepared by Cardno and submitted in support of this Contract. The report identified the following on-site Recognized Environmental Conditions at the Property:

- 1). The Property was identified under different facility names by EDR on federal and state regulatory lists.
- 2). A review of historical information and previous environmental assessment reports on the Property revealed that the Property has been utilized for manufacturing and industrial purposes for the last 110+ years, which included various textile operations.

- 3). Previous environmental assessment reports identified polycyclic aromatic hydrocarbons (PAHs) in the on-site pond.
- 4). A 1998 Phase I ESA report identified a 2,000 gallon underground storage tank (UST) containing heating oil and a 5-10 gallon gasoline spill.
- 5). A draft 2017 Department Non Responsible Party Voluntary Cleanup Contract identified a former lab, gasoline tank, fuel oil aboveground storage tanks, coal trestle, machine shop, Quonset hut, paint storage area, warehouses, and a garage as sampling points.
- 6). A 1954 site map identified grease storage and transformers.
- 7). A 1932 site map identified a coal pile, transformer area, and oil house.
- 8). A representative for the current owner stated a transformer station was located in the north parking area and a spill occurred during removal of fuel tank in the basement of the main building.

D. Regulatory Issues: Asbestos-containing material is present in structures and debris on the Property. During demolition of the mill, J&P Specialties, Inc. ("J&P Specialties") violated U.S. Environmental Protection Agency Regulations at 40 CFR 61, *National Emission Standards for Hazardous Air Pollutants*, Subpart M, *National Emission Standard for Asbestos*, and 7 South Carolina Code Ann. Regs. 61-86.1 (2012), *Standards of Performance for Asbestos Projects*, that prescribe standards for proper work practices, as well as other requirements, for regulated asbestos projects. As a result, in 2016 the Department issued Administrative Order 16-029-A to J&P Specialties which required, among other things, submission of a project design for clean-up and disposal of all asbestos-contaminated demolition debris on the Property, and removal of all asbestos-containing material and demolition debris in accordance with applicable regulations and the approved project design. On January 31, 2018, the Anderson County Court of Common Pleas issued an Order of Default Judgement against J&P Specialties requiring compliance with the Administrative Order's project design and asbestos removal requirements, as well as payment of civil penalties.





E. Applicant Identification: Honea Path is a South Carolina local government with its principal place of business located at 204 South Main Street in Honea Path.

F. Proposed Redevelopment: Honea Path will acquire the Property and intends to perform asbestos assessment and abatement and debris removal in preparation for redevelopment. A specific reuse has not been determined.

### CERTIFICATIONS

3. Honea Path has certified upon application that: 1) Honea Path is not a Responsible Party at the Site, or a parent, successor, or subsidiary of a Responsible Party at the Site and has not had any involvement with the Property in the past other than activities performed in anticipation of participation in the Voluntary Cleanup Program; 2) its activities will not aggravate or contribute to Existing Contamination on the Site or pose significant human health or environmental risks; and, 3) it is financially viable to meet the obligations under this Contract.

### RESPONSE ACTION

4. Honea Path agrees to conduct the response actions specified in the sub-paragraphs below.

#### A. Work Plans:

- 1). An Asbestos Abatement Work Plan for the characterization, removal, and disposal of all asbestos-contaminated demolition debris at the Property shall be submitted by Honea Path, or its designee, within sixty (60) days after the execution of this Contract, or such earlier or later date if approved by the Department's project manager. Within one hundred eighty (180) days of Department approval of the Asbestos Abatement Work Plan, Honea Path shall ensure that asbestos-containing material shall be properly removed and disposed of by a Department-licensed contractor in accordance with



applicable regulations and the Work Plan. Within sixty (60) days of completion of removal activities on the Property, Honea Path shall submit a Summary Report of the removal activities.

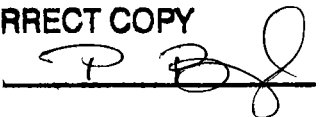
- 2). A Debris Abatement Work Plan for characterization, removal, and disposal of any remaining demolition debris and/or potential sources of Contamination (as described in Paragraph 4.D below) shall be submitted by Honea Path, or its designee, within sixty (60) days after the execution of this Contract, or such earlier or later date if approved by the Department's project manager. Within two hundred forty (240) days of Department approval of the Work Plan, ensure that all applicable licenses are obtained and all remaining demolition debris and/or potential sources of Contamination is removed in accordance with the Department-approved Work Plan. Within sixty (60) days of completion of removal activities on the Property, Honea Path shall submit a summary Report of the removal activities.
- 3). A Property Assessment Work Plan to address the remaining tasks described in Paragraphs 4.D through 4.N shall be submitted by Honea Path, or its designee, within one hundred twenty (120) days after the date of execution of this Contract by the Department, or such earlier or later date if approved by the Department's project manager. A report of the assessment results shall be submitted by Honea Path, or its designee in accordance with the schedule provided in the Property Assessment Work Plan.

Honea Path acknowledges that debris removal activities or assessment may find distributions of Existing Contamination requiring additional assessment and/or corrective action on the Property that cannot be anticipated with this Contract. Honea Path agrees to perform the additional assessment and/or corrective action consistent with the intended uses of the Property under the purview of this Contract; however, Honea Path may seek an amendment of this Contract to clarify its further responsibilities. Honea Path shall perform all actions required by this Contract, and any related actions of Honea Path's choosing not expressly required

by this Contract, pursuant to Work Plans and/or Addenda approved by the Department.

**B. Work Plan Logistics:**

- 1). The Work Plans shall set forth a general plan and schedule for characterization and removal of all building debris, all building debris or other material that contains or has been impacted by asbestos, all building debris that has been contaminated by hazardous substances, petroleum products, or painted with lead-based paint, all drums, tanks, containers and other potential sources of contamination from the Property for proper disposal.
- 2). The Work Plan(s) shall set forth a schedule and methods for assessment and corrective action activities detailed herein.
- 3). The Work Plan(s) shall be submitted to the Department in the form of one hard copy and one electronic copy of the entire Work Plan on a compact disk (in .pdf format).
- 4). All activities undertaken pursuant to this Contract shall be consistent with S.C. statutes, regulations, and permitting requirements (e.g., stormwater management and waste disposal regulations). Honea Path shall identify and obtain the applicable permits before beginning any action.
- 5). The Work Plan(s) shall be in accordance with accepted industry standards and shall be signed and sealed by a Professional Engineer or Professional Geologist duly-licensed in South Carolina.
- 6). The Work Plan(s) shall provide detailed information about the proposed sampling points, collection methods, analytical methods, quality assurance procedures, and other pertinent details of the assessment and/or corrective measures activities consistent with the following:
  - a). Sample collection methodologies shall be consistent with the US EPA Region IV Field Branches Quality System and Technical Procedures.
  - b). All monitoring wells and groundwater sampling points shall be constructed in accordance with Well Standards, 6 S.C. Code Ann. Regs. 61-71(2012 &



Supp. 2016). The Work Plan shall provide sufficient detail to support issuance of the well approvals by the Department.

c). The laboratory analyses for samples taken pursuant to the Work Plan are specified in the media-specific sub-paragraphs below, but may include any of the following:

- i. the full EPA Target Analyte List (TAL);
  - i). EPA Target Analyte List excluding cyanide (TAL-Metals);
- ii. the full EPA Target Compound List (TCL);
  - i). EPA Target Compound List Volatile Organic Compounds (TCL-VOCs);
  - ii). EPA Target Compound List Semi-Volatile Organic Compounds (TCL-SVOCs);
  - iii). EPA Target Compound List Pesticides (TCL-Pesticides);
  - iv). EPA Target Compound List Polychlorinated Biphenyls (TCL-PCBs).

d). All analytical methods shall use appropriate detection levels to allow comparison to the media-specific screening criteria listed in the "United States Environmental Protection Agency Regional Screening Levels for Chemical Contaminants at Superfund Sites" (EPA RSLs) in effect at the time of sampling. The applicable Protection of Groundwater Soil Screening Level (SSL) shall be the "MCL-Based SSL", if listed. If the applicable screening criteria are lower than achievable detection levels, the analytical method shall use the lowest achievable detection levels.

7). The Work Plan(s) shall include the names, addresses, and telephone numbers of Honea Path's consulting firm(s), analytical laboratories, and Honea Path's contact person for matters relating to this Contract and the Work Plan.

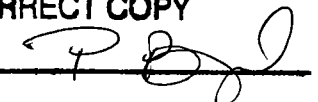
a). The analytical laboratory shall possess applicable Certification defined in the State Environmental Laboratory Certification Program, 7 S.C. Code Ann. Regs. 61-81(2012), for the test method(s) and parameters specified in the Work Plan(s).



- b). Honea Path shall notify the Department in writing of any changes concerning the consulting firm(s), contact person(s), or laboratory identified in the Work Plan(s).
- 8). The Department will notify Honea Path in writing of approvals or deficiencies in the Work Plan(s).
- 9). Honea Path, or its designee, shall respond in writing within thirty (30) days of receipt of any comments on the Work Plan by the Department.
- 10). Honea Path shall begin implementation of the Work Plan(s) as soon as reasonably possible after receipt of written approval of the Work Plan(s) by the Department.
- 11). Honea Path shall inform the Department at least five (5) working days in advance of all field activities conducted pursuant to the Work Plan(s), and shall allow the Department, or its authorized representatives, to take duplicates of any samples if desired.
- 12). Honea Path shall preserve items on the Property that may: 1) provide evidence of a Potentially Responsible Party's involvement at the Site; 2) lead to the discovery of other areas of Contamination at the Site; or 3) contain environmental information related to the Site. Such items may include drums, bottles, labels, business and operating records, contracts, Site studies, investigations, and other physical or written materials relating to the Site. Honea Path shall notify the Department of the location of any such items, and provide the Department with an opportunity to inspect any materials or copy any documents at the Department's expense prior to destruction of said items.

**C. Report Logistics**

- 1). Report(s) shall be prepared in accordance with accepted industry standards and shall be certified by signature and seal of a Professional Engineer or Professional Geologist duly licensed in South Carolina.
- 2). The report(s) of assessment and/or corrective measures activities shall include a discussion of investigation methods and any deviations from the Department

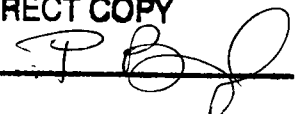


approved Work Plan. Report(s) shall also include tables and figures to summarize all data, a surveyed map documenting sampling locations, documentation of field observations including well core logs, sample descriptions, field screening results, and all laboratory analytical data.

- 3). All report(s) shall be submitted to the Department in the form of one hardcopy and one electronic copy of the entire report on a compact disk (in .pdf format).

**D. Assess Waste Materials and Segregated Sources:**

- 1). Honea Path shall characterize all Waste Materials and Segregated Sources identified below. Assessment shall include an evaluation of contaminant concentrations and an estimation of the quantity or extent of each type of Waste Material or Segregated Source, as applicable, or as specified below.
  - a). Asbestos-containing material and asbestos-contaminated material within the remaining buildings and structures and in demolition debris;
  - b). All concrete slabs or other flooring, or demolition debris that exhibit staining or other indications of Contamination;
- 2). Honea Path shall also characterize for disposal any other Waste Material and Segregated Sources that may be discovered on the Property at any time during assessment, corrective action, or development activities in accordance with applicable regulations.
- 3). Honea Path shall evaluate the wooded or unimproved areas of the Property for any other Waste Material and Segregated Sources.
- 4). Upon discovery of any Segregated Source that has not yet released all of its contents to the environment, Honea Path shall expeditiously stabilize or remove the Segregated Source from the Property.
- 5). Honea Path shall immediately notify the Department if a release of Contamination occurs as a result of its assessment, stabilization or removal actions. Honea Path shall assess the impact of the release and take necessary action in accordance with a Department approved plan.



**E. Assess, Remove, and Dispose of Demolition Debris:**

- 1). Honea Path shall characterize for removal and disposal all demolition debris not included in Paragraph 4.D (above). Assessment shall include an evaluation of the quantity or extent of each type of demolition debris.
- 2). Honea Path shall also characterize for removal and disposal any other demolition debris that may be discovered on the Property at any time during assessment, corrective action, or development activities in accordance with applicable regulations.

**F. Conduct a well survey:**

- 1). Honea Path shall map all public and private wells used for drinking water supply within a one-half mile radius of the Property, and wells used for irrigation or other non-drinking water use within a one-quarter mile radius.
- 2). Honea Path shall report sufficient information to the Department to allow the Department to secure permission to sample the wells. At a minimum, this information shall include the: 1) Location of the well; 2) Identity and mailing address of the well owner; and, 3) Telephone number, if publicly available or otherwise known to Honea Path, of the well owner or occupant of the residence served by the well.

**G. Assess soil quality across the Property:**

- 1). After the Property has been cleared of all Waste Material, Segregated Sources, and demolition debris, Honea Path shall collect and analyze a minimum of 34 soil samples from 17 locations on the Property. Honea Path shall collect one surface soil sample (0-1 foot below ground surface) and one subsurface soil sample (2 foot minimum depth) from each of the following locations:
  - a). A presumed background location. Samples shall be analyzed for TAL metals;
  - b). At the former location of the Lab shown on the 1954 survey map. One



composite sample of surface soil and one composite sample of subsurface soil shall be collected. Each composite sample shall be composed of four aliquots distributed across the area;

- c). At the former location of the gasoline tank shown on the 1954 survey map;
- d). At the former location of the four fuel oil tanks shown on the 1954 survey map. One composite sample of surface soil and one composite sample of subsurface soil shall be collected. Each composite sample shall be composed of five aliquots distributed across the area;
- e). At the location of Building #16 (the former Coal Trestle). One composite sample of surface soil and one composite sample of subsurface soil shall be collected. Each composite sample shall be composed of five aliquots distributed across the area;
- f). At the former location of Building #3 (Machine Shop) shown on the 1954 survey map;
- g). At the former location of Building #10 (Quonset Hut) shown on the 1954 survey map. Samples shall be analyzed for the full EPA-TAL (includes cyanide) and EPA-TCL;
- h). At the former location of Building #13 shown on the 1954 survey map;
- i). At the former location of Building #14 (Warehouses 1, 2, 3, 5, and 6). One composite sample of surface soil and one composite sample of subsurface soil shall be collected. Each composite sample shall be composed of five aliquots distributed across the area;
- j). At the former location of the Transformers shown on the 1932 survey map and later the Auto House shown on the 1954 survey map. One composite sample of surface soil and one composite sample of subsurface soil shall be collected. Each composite sample shall be composed of five aliquots distributed across the area. Samples shall be analyzed for the full EPA-TAL (includes cyanide) and EPA-TCL;
- k). At the former location of Building #15 (Warehouse 4). One composite sample of surface soil and one composite sample of subsurface soil shall





be collected. Each composite sample shall be composed of five aliquots distributed across the area;

- l). At the former location of the transformer station located in the parking lot to the north of the main mill building. One composite sample of surface soil and one composite sample of subsurface soil shall be collected. Each composite sample shall be composed of four aliquots distributed across the area. Samples shall be analyzed for the full EPA-TAL (includes cyanide) and EPA-TCL;
  - m). At the former location of the Oil House shown on the 1932 survey map.
  - n). Soil samples shall be collected at any locations of soil staining or other indications of Contamination. Soil samples shall be analyzed for the full EPA TAL and TCL parameters;
  - o). The remaining soil samples shall be distributed evenly across the Property.
- 2). Unless otherwise specified above, each surface soil sample shall be analyzed for TAL-Metals and SVOCs. Each subsurface sample shall be analyzed for TAL-Metals, VOCs and SVOCs. Soil samples from a minimum of four (4) locations shall be analyzed for the full EPA-TAL (includes cyanide) and EPA-TCL. In the event that less than three locations are identified for biased sampling (staining or other indications of Contamination), locations for the full EPA-TAL and TCL analysis shall be from the vicinity of the former machine shop, Building #16 (the former Coal Trestle), and the Lab.
  - 3). Soil quality results shall be compared to the EPA RSL Resident and Industrial Screening Levels and to the applicable Protection of Groundwater SSL.

H. Assess groundwater quality:

- 1). Honea Path shall assess groundwater quality and flow direction across the Property. Assessment shall include samples from a minimum of six (6) permanent monitoring wells to be installed to bracket the water table. Specific locations shall be as follows:

- a). A presumed background location that appears to be upgradient of the majority of the Property;
  - b). A location immediately downgradient of the gasoline tank shown on the 1954 survey map;
  - c). A location immediately downgradient of the four fuel oil tanks shown on the 1954 survey map;
  - d). A location immediately downgradient of Building #3 (Machine Shop);
  - e). A location immediately downgradient of Building #10 (Quonset Hut);
  - f). A location immediately downgradient of Building #14.
- 2). Samples from all groundwater monitoring wells shall be analyzed for TAL-Metals, VOCs and SVOCs. In addition, the well downgradient of the former Quonset Hut shall be analyzed for the full EPA-TAL (includes cyanide) and EPA-TCL
  - 3). Groundwater quality results shall be compared to the primary maximum contaminant level (MCL) standards in the State Primary Drinking Water Regulations, 4 S.C. Code Ann. Regs. 61-58 (2011 & Supp. 2017), or, if not specified in R.61-58, to the EPA RSL for "Tapwater."

I. Assess surface water and sediment quality:

- 1). Honea Path shall collect and analyze four sediment and four water samples from water bodies on the Property. The samples shall be collected as:
  - a). One sediment and corresponding water sample from the point where the creek enters the Property;
  - b). One sediment and corresponding water sample from the point where the creek exits the Property;
  - c). Two sediment and two corresponding water samples from the reservoir on the Property.
- 2). All surface water samples shall be analyzed for the TAL-Metals, VOCs and SVOCs. All sediment samples shall be analyzed for the TAL-Metals, VOCs, SVOCs, and TCL-PCBs.

- 3). Surface water quality results shall be compared to the values in the Water Classifications and Standards, 6 S.C. Code Ann. Regs. 61-68 (2012), based on consumption of either "water and organisms" or "organisms only" as applicable for the water body. Sediment samples shall be compared to the Ecological Screening Values in EPA Region 4 Ecological Risk Assessment – Supplement to Risk Assessment Guidance for Superfund (RAGS).

**J. Evaluate the contents of the basement(s)**

- 1). Honea Path shall determine the contents of the basement(s) of Buildings 1 and 2 and any other basements found on the Property.
- 2). Honea Path shall remove from the Property and properly dispose of any Waste Materials and Segregated Sources of Contamination or demolition debris found in the basements in accordance with applicable regulations based on characterization results.

**K. Evaluate and control potential impacts to indoor air:**

- 1). Honea Path shall evaluate potential impacts to indoor air if the Department determines that the concentrations of VOCs present in the subsurface pose a threat to indoor air quality based on EPA OSWER "Technical Guide for Assessing and Mitigating the Vapor Intrusion Pathway from Subsurface Vapor Sources to Indoor Air" dated June 2015 and supplemental EPA guidance ("Vapor Intrusion Technical Guide"). The Department's decision will be constrained towards predicting residential exposures consistent with the building construction on the Property.
- 2). If required Honea Path shall submit a Vapor Intrusion Assessment Work Plan followed by a report of the results.
  - a). For future buildings, Honea Path's evaluation of vapor intrusion risk shall, unless otherwise agreed to by the Department, consist of collection and analysis of a representative number of soil gas samples from the proposed footprint of buildings to be constructed on the Property over areas

potentially subject to vapor intrusion.

- b). Soil gas samples shall be analyzed for all site related volatile compounds by appropriate methods capable of detecting soil gas concentrations at screening levels indicative of a  $10^{-6}$  cancer risk or a hazard quotient of 1 (or 0.1 as applicable) for non-carcinogens based on an appropriate attenuation factor.
  - c). Soil gas sampling results and predicted indoor air concentrations shall be compared to screening levels indicative of a  $10^{-6}$  cancer risk or a hazard quotient of 1 (or 0.1 as applicable) for non-carcinogens based on the Vapor Intrusion Technical Guide.
- 3). Should the results of the Vapor Intrusion Assessment indicate that contaminant concentrations exceed levels indicative of a  $10^{-6}$  cancer risk or a hazard quotient/hazard index of 1 for non-carcinogens for the proposed use of the Property, Honea Path shall evaluate options for corrective measures and engineering controls to ensure acceptable indoor air quality. At a minimum, Honea Path shall propose and implement engineering controls to mitigate contaminant vapor intrusion to meet acceptable levels in accordance with Paragraph 4.I of this Contract.
- 4). The Department may allow Honea Path to implement pre-emptive vapor intrusion mitigation measures in lieu of the above Vapor Intrusion Assessment. Vapor intrusion mitigation measures shall be completed and evaluated in accordance with Paragraph 4.I of this Contract.

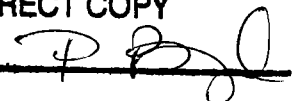
**L. Institute reasonable Contamination control measures:**

- 1). Honea Path shall remove from the Property and properly dispose of all Waste Materials and Segregated Sources of Contamination in accordance with applicable regulations based on characterization results.
  - a). Waste Materials and Segregated Sources known to be present on the Property and that require removal include, but may not be limited to, the following:

- i. Asbestos-containing material with the remaining buildings and structures and in demolition debris;
    - ii. All concrete slabs or other flooring, or demolition debris that exhibit staining or other indications of Contamination.
  - b). Honea Path shall document the characterization results and ultimate disposition of the materials to the Department within sixty (60) days of removal of any material from the Property.
  - c). Subject to Department approval, buried Waste Materials, if present, may be stabilized in place on the Property in a manner that will effectively limit or prevent human exposure and release of contaminants to the environment. If any Waste Materials are to be stabilized in place, Honea Path shall propose plans for stabilization of the Waste Materials in a Corrective Measures Plan in accordance with Paragraph 4.L.2 below. Honea Path shall also enter into a Declaration of Covenants and Restrictions to document the area of stabilization, and to maintain the stabilization measures in accordance with Paragraph 9 of this Contract.
- 2). Honea Path shall take reasonable measures to effectively limit or prevent human exposure to Existing Contamination in any media on the Property. Honea Path shall evaluate options for corrective measures in an Analysis of Brownfields Cleanup Alternatives (ABCA). Upon Department approval of the corrective measures selected in the ABCA, Honea Path shall prepare a Corrective Measures Plan. The Corrective Measures Plan shall be approved by the Department prior to implementation, and shall be consistent with the intended future use of the Property.
- a). Corrective measures shall be required for Contamination present in any media on the Property with concentrations in excess of appropriate human-health risk-based exposure standards with plausibly complete routes of exposure. Known media that require Corrective Measures include, but may not be limited to, the following:
    - i. Asbestos-containing material within the remaining buildings and

structures and in demolition debris.

- b). Honea Path may request Department approval to conduct a site-specific risk assessment to determine levels of Contamination that are acceptable for the intended use of the Property. The risk assessment shall be conducted in accordance with EPA Risk Assessment Guidance for Superfund. Prior to conducting the risk assessment, Honea Path shall submit for Department approval, an overview of risk assessment assumptions including identification of Contamination exposure routes, the type and duration of possible exposures, the magnitude of exposure, and any data gaps that need to be addressed to complete the risk assessment.
- c). Corrective measures may include removal, encapsulation, barriers, or other methods reasonably expected to limit human exposures to the Contamination. Subject to Department approval, corrective measures may include a land use restriction in accordance with Paragraph 9 (Declaration of Covenants and Restrictions) of this Contract
- d). If required, vapor intrusion control measures shall be designed to effectively mitigate vapor intrusion risk to a  $10^{-6}$  risk for carcinogens and a hazard quotient/hazard index of 1 for non-carcinogens based on current EPA RSLs and guidance on vapor intrusion. All vapor intrusion control measures shall include monitoring to confirm that the vapor mitigation system is effective, and procedures to ensure and document proper and effective operation and maintenance of the vapor intrusion mitigation system for as long as it is required at the Property. The Department shall give reasonable consideration of data or other demonstration that shows any unacceptable indoor air contaminant concentrations do not result from the subsurface conditions.
- e). Upon completion of any corrective measures, Honea Path shall provide a Corrective Measures Report to document satisfactory completion of the corrective measures for Department review and approval prior to obtaining a Certificate of Completion.



- 3). In the event that development of the Property will require disturbance of contaminants in soil or groundwater, Honea Path shall propose a Media Management Plan. The Media Management Plan shall address management of contaminated media when encountered on the Property, its characterization if necessary for offsite disposal, and identification of the final disposal location for all contaminated media.
- 4). In the event that corrective measures include engineering controls that must be maintained and monitored for future use of the Property, a Stewardship Plan may be required by the Department. If required, the Stewardship Plan shall identify procedures for management of contaminated media that may be encountered as a result of any disturbance of the engineering controls, and for repair or replacement of the engineering controls.

**M. Monitor and/or abandon the monitoring wells:**

- 1). Honea Path shall implement a groundwater-monitoring program if required by the Department. Continued monitoring requirements will be based on the Department's determination of potential adverse effects on nearby receptors, i.e., individuals that are presently or potentially exposed to Contamination.
- 2). The Department will determine the frequency and duration of the monitoring program on a case-specific basis.
- 3). Honea Path shall abandon the monitoring well(s) when the Department determines there are no further needs for wells. The wells shall be abandoned in accordance with Well Standards, 6 S.C. Code Ann. Regs.61-71(2012& Supp. 2016).

**HEALTH AND SAFETY PLAN**

5. Honea Path shall prepare and submit under separate cover from the Work Plan, a Health and Safety Plan consistent with Occupational Safety and Health Administration regulations. The Health and Safety Plan shall be submitted to the Department in the form of one electronic copy on compact disk (in .pdf format).

Honea Path agrees that the Health and Safety Plan is submitted to the Department only for informational purposes. The Department expressly disclaims any liability that may result from implementation of the Health and Safety Plan by Honea Path.

#### PUBLIC PARTICIPATION

6. Honea Path and the Department will encourage public participation to implement this Contract as follows:

A. The Department will provide notice, seek public comment, and initiate a thirty (30)day claim contribution notification period in accordance with established procedures consistent with S.C. Code Ann. §44-56-750 upon signature of this Contract by Honea Path.

B. Honea Path shall erect a sign at major entrances onto the Property or other locations routinely accessible by the public. The sign(s) shall be erected no later than one (1) day after the Department's public announcement about the Contract in a newspaper of general circulation in the community.

1). The sign(s) will state "Voluntary Cleanup Project by Town of Honea Path under Voluntary Cleanup Contract 18-6086-NRP with the South Carolina Department of Health and Environmental Control." The sign(s) shall provide a brief description of the scope of activities under the Contract, and contact information, including telephone number and address, for a representative of Honea Path. Contact information for the Department shall state "TOLL-FREE TELEPHONE: 1-866-576-3432".

2). All sign lettering must be of sufficient size to be legible with un-aided normal eyesight from the point where the public will normally pass by the Property without intruding onto the Property.

3). Honea Path shall submit photographs of the sign(s) and a Property drawing showing the location(s) of the sign(s). The photographs shall be submitted to the Department within ten (10) days of erecting the sign(s).



- 4). Honea Path agrees to revise the sign if the Department determines the sign is inaccurate, not legible, or otherwise ineffectively placed.
- 5). Honea Path shall maintain the sign(s) in legible condition and at visible locations throughout the duration of the Contract period until a Certificate of Completion is issued on the Property.
- 6). The sign(s) may be removed to accommodate building or grading activities; however, Honea Path shall restore the sign(s) within two (2) days to its original location, or other publicly accessible location upon notice to the Department.

#### PROGRESS UPDATES

7. Honea Path shall submit periodic written updates to the Department's project manager until such time as all activities related to the Property are complete pursuant to this Contract. The first update shall be due within 60 days of the execution date of this Contract and semi-annually thereafter.

A. The updates may be in summary letter format, but should include information about:

- 1). The actions taken under this Contract during the previous reporting period;
- 2). Actions scheduled to be taken in the next reporting period;
- 3). Sampling, test results, and any other data in summary form, generated during the previous reporting period regardless of whether the data was collected pursuant to this Contract; and,
- 4). A description of any environmental problems experienced during the previous reporting period and the actions taken to resolve them.

B. The Department's project manager may allow an extended schedule between updates based on case specific conditions.

#### SCHEDULE

8. Honea Path shall perform all activities and response actions pursuant to this Contract



in an expeditious manner. In the event that circumstances cause a delay in implementation of the response actions, the Department may require implementation of interim measures to stabilize Contamination or prevent unacceptable exposures. Honea Path shall implement the interim measures in accordance with a Department-approved plan.

#### DECLARATION OF COVENANTS AND RESTRICTIONS

9. Honea Path or its Beneficiaries shall enter, and record, a Declaration of Covenants and Restrictions (Declaration) for the Property to restrict the use of the Property from stand-alone residential dwellings with yards, recreational areas with exposure to surface soil, and to prohibit the use of groundwater on the Property. Additional restrictions may be required based on the response actions completed under this Contract. The recorded Declaration shall be incorporated into this Contract as an Appendix and shall be implemented as follows:

- A. The Department shall prepare and sign the Declaration prior to providing it to Honea Path. An authorized representative of Honea Path or its Beneficiaries shall sign the Declaration within ten (10) days of receipt. All signatures shall be witnessed, and signed and sealed by a notary public.
- B. Honea Path or its Beneficiaries shall record the executed Declaration with the Registrar of Deeds or Mesne Conveyance for the county where the Property is located.
- C. Honea Path or its Beneficiaries shall provide a copy of the recorded Declaration to the Department within sixty (60) days of the Department's execution. The copy shall show the date and Book and Page number where the Declaration has been recorded.
- D. In the event that Contamination exceeds levels acceptable for unrestricted use

(EPA RSLs for residential use and/or MCLs) on a portion of the Property, Honea Path or its Beneficiaries may create a new parcel of that portion of the property that will be subject to the Declaration.

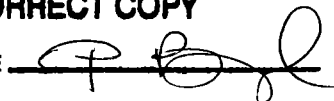
- E. The Declaration shall be noted on the master deed of any planned development for the Property and noted, or referenced thereafter, on each individual deed of property subdivided from the Property and subject to the Declaration.
- F. The Declaration shall reserve a right of entry and inspection for Honea Path or its Beneficiaries that may be transferred to another single individual or entity for purposes of compliance monitoring.
  - 1). Honea Path or its Beneficiaries shall ensure that the restrictions established by the Declaration remain on any subdivided property.
  - 2). Honea Path or its Beneficiaries shall create a procedure to provide a single point of contact responsible for documenting current land use and compliance with the Declaration regardless of the Property's ownership status. The procedure shall be reviewed and approved by the Department before it is implemented.
- G. The Declaration shall provide that the Department has an irrevocable right of access to the Property after Honea Path acquires the Property, and such right of access shall remain until remediation is accomplished for unrestricted use and monitoring is no longer required. Such access shall extend to the Department's authorized representatives and all persons performing response actions on the Property under the Department's oversight.
- H. Honea Path or its Beneficiaries, or the individual or entity responsible for compliance monitoring, shall annually document the Property's land use and compliance with the Declaration to the Department. The report shall be submitted by May 31<sup>st</sup> in a manner and form prescribed by the Department.

- I. The Department may amend the Declaration in response to changes in law, completion of remedial actions meeting the applicable standards in effect at the time, or if other circumstances of the Property change; however, said amendment shall not be applied retroactively unless expressly provided for in the legislation. An amendment may strengthen, relax, or remove restrictions based on the EPA RSL Summary Table in effect at that time; however, the Department shall not impose a more restrictive condition based solely on changes in the EPA RSL Summary Table. An amendment to the Declaration shall be duly executed and recorded using procedures similar to those detailed above.

#### NOTIFICATION

10. All notices required to be given by either party to the other shall be in writing. Each party shall have a continuing obligation to identify a contact person, whose name, address, and telephone number must be updated to the other party, throughout the term of the Contract. Notices by electronic mail or facsimile shall be acceptable if acknowledged in writing by the recipient; with the delivery date being the date of acknowledgment or earlier date if stated in the acknowledgment. All other forms of notice shall be deemed sufficiently given if delivered at the address shown below, or at such place or to such agent as the parties may from time to time designate in writing, by: 1) regular U.S. Mail by which notice shall be deemed to occur seven (7) days after the postmark date; 2) Certified or Registered Mail by which notice shall be deemed to occur on the date received as shown on the receipt; 3) Commercial delivery service company by which notice shall be deemed to occur on the date received as shown on the receipt; or, 4) hand delivery to the other party.

A. All correspondence, notices, work plans, and reports shall be submitted to:



Mark Berenbrok  
Bureau of Land and Waste Management  
2600 Bull Street  
Columbia, South Carolina 29201

- B. All correspondence and notices to Honea Path shall be submitted to Honea Path's designated contact person who as of the effective date of this Contract shall be:

Earl Lollis Meyers  
Town of Honea Path  
204 South Main Street  
Honea Path, South Carolina 29654

#### **FINANCIAL REIMBURSEMENT**

11. Honea Path or its Beneficiaries shall reimburse the Department for its public participation costs and for oversight costs of activities specific to this Contract as provided by S.C. Code Ann. §44-56-750(D). The oversight costs shall include the direct and indirect costs incurred by the Department in implementing the Voluntary Cleanup Program as related to this Contract, and any future amendments thereto, and may include costs related to this Contract and incurred by the Department prior to execution of this Contract. Invoices for oversight costs will be sent to Honea Path on a quarterly basis. In recognition of Honea Path's status as a local government, the Department waives reimbursement of oversight costs, exclusive of the cost incurred for public participation. The Department reserves the right to re-instate oversight billing upon thirty-day notice to Honea Path; however, said billing shall not include any costs incurred by the Department prior to receipt of the notice. All costs are payable within thirty (30) days of the Department's invoice submitted to:

Earl Lollis Meyers  
Town of Honea Path  
204 South Main Street  
Honea Path, South Carolina 29654

- A. Failure to submit timely payment for costs upon receipt of the Department's invoice is grounds for termination of the Contract pursuant to paragraph 16 herein.
- B. Payment for costs incurred by the Department pursuant to this Contract shall become immediately due upon termination of the Contract by any party pursuant to paragraph 16 herein.

**ACCESS TO THE PROPERTY**

- 12. Honea Path agrees the Department has an irrevocable right of access to the Property for environmental response matters after Honea Path acquires the Property. This right of access remains until such time as remediation is accomplished for unrestricted use and monitoring is no longer required, and shall extend to the Department's authorized representatives and all other persons performing response actions on the Property under the Department's oversight.

**CERTIFICATE OF COMPLETION AND COVENANT NOT TO SUE**

- 13. A Certificate of Completion shall be issued to Honea Path or its Beneficiaries for the Property under this Contract as follows:
  - A. Honea Path or its Beneficiaries shall request a Certificate of Completion pursuant to S.C. Code Ann. § 44-56-750(C)(1) after the response actions are completed and any required Declarations are recorded pursuant to this Contract. The request



shall be in writing and shall report 1) the amount of soil that was removed or remediated on the Property; and 2) the cost of all environmental work conducted pursuant to this Contract.

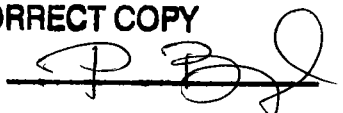
- B. Pursuant to § 44-56-750(C)(1) the Department shall issue the Certificate of Completion with its covenant not to sue upon determining that Honea Path or its Beneficiaries has successfully and completely complied with the Contract and the voluntary cleanup approved under S.C. Code Ann. §§ 44-56-710 through 760.
- C. The Department may issue a Provisional Certificate of Completion if the substantive response actions required under this Contract are complete and a required Declaration has been recorded but all actions under this Contract have not been completed due to Property-specific circumstances.
- 1). A Provisional Certificate of Completion will include specific performance standards that Honea Path or its Beneficiaries shall continue to meet.
  - 2). The Provisional Certificate of Completion may include the Department's covenant not to sue for Existing Contamination; however, said covenant shall be automatically revoked if Honea Path or its Beneficiaries do not satisfactorily complete the requirements of the Contract as stipulated in the Provisional Certificate of Completion.

#### ECONOMIC BENEFITS REPORTING

14. Honea Path or its Beneficiaries shall report information to the Department that demonstrates that the activities pursuant to this Contract have been beneficial to the State and community. The report shall be submitted within two (2) years after the execution date of this Contract, and annually thereafter until two (2) years after redevelopment of the Property is complete. Honea Path shall summarize the new operations at the Property, the number of jobs created, the amount of property taxes paid, and the total amount invested in the Property for property acquisition and capital improvements.

THIS IS CERTIFIED AS A TRUE  
AND CORRECT COPY

SIGNATURE

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## CONTRACT OBLIGATIONS AND PROTECTIONS INURE

15. The terms, conditions, obligations and protections of this Contract apply to and inure to the benefit of the Department, Honea Path, and its Beneficiaries as set forth below. The following stipulations apply to ensure the transition of all obligations and protections to successive Beneficiaries for any portion of the Property:

- A. Honea Path or its Beneficiaries shall provide a copy of this Contract and applicable Appendices to any subsequent Beneficiary. Transmittal of the Contract copy may be via any commonly accepted mechanism.
- B. Honea Path and its Beneficiaries shall not allow residential occupancy on any portion of the Property prior to obtaining the Certificate of Completion or a Provisional Certificate of Completion specific to that portion of the Property allowing residential occupancy.
- C. If the Certificate of Completion has not been issued, Honea Path or its Beneficiaries shall request approval from the Department prior to transferring the obligations and protections of this Contract to a new person or entity. The Department shall not unreasonably withhold its approval upon receipt of a Non-Responsible Party Application for Voluntary Cleanup Contract documenting that the new person or entity:
  - 1). Is not a Responsible Party for the Site;
  - 2). Has sufficient resources to complete the activities of this Contract;
  - 3). Will not use the Property for activities that are inconsistent with the terms and conditions of this Contract;
  - 4). Will assume the protections and all obligations of this Contract; and,
  - 5). Will, in the Department's sole discretion, provide a measurable benefit to the State and the community as a result of this transfer.





- D. If the Certificate of Completion has been issued and the portion of the Property is subject to a Declaration or other ongoing obligation pursuant to this Contract, Honea Path or its Beneficiaries shall provide written notification to the Department identifying the new individual or entity within thirty (30) days after the effective date of the ownership change or other possessory transfer of the Property.
- 1). The notification shall include a signed statement from the new individual or entity that its use of the Property will remain consistent with the terms of the Contract and the Declaration, and that it will assume the ongoing obligations and protections of this Contract.
  - 2). This requirement is waived for an individual or entity acquiring a portion of the Property for individual commercial use provided the Declaration is noted on the master deed for the planned development, and the Department has approved the procedure for a single point of contact responsible for documenting current land use and compliance with the Covenant.

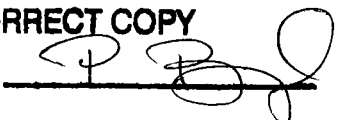
#### CONTRACT TERMINATION

16. Honea Path, its Beneficiaries, and the Department each reserve the right to unilaterally terminate this Contract by giving thirty (30) days advance written notice to the other party. Termination shall be subject to the following:
- A. The Department may not terminate this Contract without cause and before termination, shall provide Honea Path or its Beneficiaries an opportunity to correct the cause(s) for termination, which may include, but is not limited to, the following:
- 1). Failure to complete the terms and conditions of this Contract;
  - 2). Change in Honea Path's or its Beneficiaries' business activities on the Property or use of the Property that are inconsistent with the terms and conditions of this Contract;
  - 3). Failure to submit timely payment for costs upon receipt of the Department's invoice;
  - 4). Failure of Honea Path or its Beneficiaries to implement appropriate response

actions for additional Contamination or releases caused by Honea Path or its Beneficiaries;

- 5). Knowingly providing the Department with false or incomplete information or knowing failure to disclose material information;
- 6). Failure by Honea Path or its Beneficiaries to obtain the applicable permits from the Department for the response actions or other activities undertaken at the Property pursuant to this Contract; or,
- 7). Failure by Honea Path or its Beneficiaries to make material progress toward the expansion, redevelopment, or reuse of the property as determined by the Department upon consideration of Honea Path's or its Beneficiaries' marketing efforts, regional economic conditions, and other pertinent information on the Property.

- B. Should Honea Path or its Beneficiaries elect to terminate, that party shall certify to the Department's satisfaction that any environmental or physical hazards caused or contributed by Honea Path or its Beneficiaries have been stabilized or mitigated such that the Property does not pose hazards to human health or the environment.
- C. Termination of this Contract by any party does not waive the Department's authority to require response action under any applicable state or federal law.
- D. Termination of this Contract by any party does not end the obligations of Honea Path or its Beneficiaries to pay costs incurred by the Department pursuant to this Contract. Payment for such costs shall become immediately due.
- E. Upon termination, the protections provided under this Contract shall be null and void as to any party who participated in actions giving rise to termination of the Contract. Revocation of protections shall also apply to that party's lenders, parents, subsidiaries, and successors, including lessees, heirs, devisees, and other parties taking an interest in the Property through that party who participated in actions

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giving rise to termination of the contract. The protections will continue for any party who has received protections through a Certificate of Completion for this Contract, and who did not participate in the actions giving rise to the termination.

#### **ENTITLEMENT OF PROTECTIONS AND BENEFITS**

17. Honea Path and its Beneficiaries are entitled to the protections and benefits in regard to Existing Contamination provided by South Carolina statutes as follows:

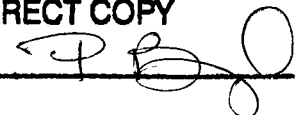
A. Effective on the date this Contract is first executed by the Department:

- 1). Protection from contribution claims under CERCLA §113, 42 U.S.C. § 9613 and SCHWMA § 44-56-200.
- 2). Protection from third-party claims as provided by S.C. Code Ann. § 44-56-750(H).
- 3). Eligibility to file annual application for Voluntary Cleanup Activity Tax Credits pursuant to the Income Tax Act, S.C. Code Ann. § 12-6-3550 (2014).

B. Effective on the date the Certificate of Completion is issued by the Department.

- 1). The Department's covenant not to sue Honea Path and its Beneficiaries for Existing Contamination but not for any Contamination, releases and consequences caused or contributed by Honea Path or its Beneficiaries.
- 2). Specific tax credits or additional benefits expressly contingent in South Carolina statutes on issuance of the Certificate of Completion.

C. These Protections and Benefits do not apply to any Contamination, releases, and consequences caused or contributed by Honea Path or its Beneficiaries. The Department retains all rights under State and Federal laws to compel Honea Path and its Beneficiaries to perform or pay for response activity for any Contamination, releases and consequences caused or contributed by Honea Path or its Beneficiaries.

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#### RESERVATION OF RIGHTS BY THE DEPARTMENT

18. Nothing in this Contract is intended to be, or shall be construed as, a release or covenant not to sue for any claim or cause of action, past or future, that the Department may have against any person, firm, or corporation other than Honea Path and its Beneficiaries. The Department reserves the right to undertake future response actions at the Site and to seek to compel parties, other than Honea Path and its Beneficiaries, to perform or pay for response actions at the Site. Nothing in this Contract shall in any way restrict or limit the nature or scope of response actions that may be taken or be required by the Department in exercising its authority under State and Federal law.

#### RESERVATION OF RIGHTS BY HONEA PATH

19. Honea Path retains all rights to assert claims in law or equity against any person, company, or entity with respect to the Property, except as limited elsewhere by this Contract. Honea Path and its Beneficiaries specifically deny responsibility for response costs or damages resulting from Existing Contamination except for Contamination, releases, and consequences they cause or contribute. However, Honea Path and its Beneficiaries agree to undertake the requirements of this Contract.

#### BURDEN OF PROOF

20. Honea Path and its Beneficiaries shall have the continuing obligation to demonstrate that any newly discovered Contamination is not caused or contributed by Honea Path or its Beneficiaries. Honea Path and its Beneficiaries shall make this demonstration to the Department's satisfaction in accordance with State or Federal Law applicable to such newly discovered Contamination. For purposes of this clause, newly discovered Contamination means finding types of Contamination not previously identified at the Property or substantially higher concentrations of Existing Contamination.

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**LIMITATION OF CLAIMS BY HONEA PATH AND ITS BENEFICIARIES**

21. In consideration of the protections from the Department under this Contract, Honea Path and its Beneficiaries agree not to assert any claims or causes of action against the Department or to seek other costs, damages, or attorney's fees from the Department arising out of activities undertaken at the Property pursuant to this Contract. This limitation shall not extend to any claims or causes of action resulting from the Department's intentional or negligent acts or omissions, or the Department's willful breach of this Contract.


**[Remainder of page left blank]**

SIGNATORS

22. The signatories below hereby represent that they are authorized to and do enter into this Contract on behalf of their respective parties.

**THE SOUTH CAROLINA DEPARTMENT OF HEALTH  
AND ENVIRONMENTAL CONTROL**

BY:

  
Daphne G. Neel, Chief  
Bureau of Land and Waste  
Management

DATE:

5/30/2018


  
Reviewed by Office of General Counsel

DATE:

5/29/18

**TOWN OF HONEA PATH**

BY:

 Mayor

DATE:

4/23/2018

Carl R. Meyers Mayor  
Printed Name and Title



# APPENDIX A

Application for Non-Responsible Party Voluntary Cleanup Contract

Town of Honea Path

March 30, 2018

**THIS IS CERTIFIED AS A TRUE  
AND CORRECT COPY**

SIGNATURE \_\_\_\_\_

A handwritten signature in black ink, appearing to be "P. B. L.", is written over a horizontal line that serves as the signature line.



## Non Responsible Party Application for Voluntary Cleanup Contract

### I. Applicant Information

1. Applicant is a: ☐ Single Entity ☐ Co-Entity (Each Co-Entity must complete items 1-8)  
2. Applicant Type: ☐ Private Individual /Sole Proprietorship ☐ For-profit Business (Corp., Partnership, etc.) ☐ Tax-Exempt Trust/ Corporation/ Organization ☒ Government / Other Public Funded Entity  
3. Applicant's Legal Name Town of Honea Path, South Carolina

#### 4. Contract Signatures for this Applicant

##### a. Authorized Signatory

Earl Lollis Meyers Mayor elmeyers2004@yahoo.com  
Name Title Email  
204 South Main Street 864 369 2466  
Address Phone1 Phone2  
Honea Path, South Carolina 29654  
City State Zip

##### b. Other Signatories ☒ None

Name	Title	Phone	Email	Signature Required On Contract?
		( ) -		<input type="checkbox"/>
		( ) -		<input type="checkbox"/>
		( ) -		<input type="checkbox"/>

### 5. Physical Location of Applicant's Headquarters

204 South Main Street Suite Number  
Street address  
Honea Path, South Carolina 29654  
City State Zip

### 6. Mailing address: ☒ Same as Authorized Signatory Go to question 7

Contact person (if different from Authorized Signatory) Title  
Street Number or PO Box Phone1 Phone 2  
City State Zip Email

### 7. Company Structure Information ☒ Not-applicable (Local Government, Sole Proprietorship, Private Individual) - Go to Question #8

- a. Company is Incorporated/ Organized/ Registered in (state)  
b. List all principals, officers, directors, controlling shareholders, or other owners with >5% ownership interest.

Attach additional pages if needed.

Name	Name

- c. Is the applicant a subsidiary, parent or affiliate of any other business organization not otherwise identified on this form?  
☐ Yes ☐ No

- d. If yes, identify all affiliations:

### 8. Non-Responsible Party Certification

By signature below, it is affirmed that no person or entity identified anywhere above:

1. Is a current owner of the property
2. Is a Responsible Party for the site
3. Is a parent, successor, or subsidiary of any Responsible Party or owner of the property
4. Has had any involvement with the property in the past other than activities performed in anticipation of participation in the Voluntary Cleanup Program

Earl Lollis Meyers 3/27/2018  
Authorized Signatory

Co Signatories



**II. Property Information**

**9. Location**

a. Physical Address 410 Chiquola Avenue, Honea Path, South Carolina

b. County Anderson Zip Code 29654

c. ☐ Property is outside any municipal boundaries ☒ Property is inside the municipal limits of Honea Path  
(town/city)

**10. List any Companies or Site names by which the Property is known**

Chiquola Mills; J&P Specialties ; Blair Mills; Springs Industries

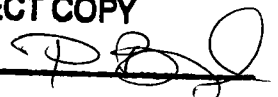
**11. Total Size of Property Covered by this Contract** 21.6 acres Acres

**12. How many parcels comprise the Property?** one - TMS 275-09-11- 003- 00

**13. Current Zoning (general description)**

None

- 14. a. Does the property have any above- or below-ground storage tanks?** ☐ Yes ☐ No There have been tanks in the past, but there are none known at this time.
- b. If Yes, provide information on the number and capacity of the tanks, their contents, and whether they will be retained, or closed and/or removed.**



15. Parcel Information <i>Complete the information below for each Parcel (attach additional sheets if needed)</i>			
a. Tax Map Parcel# <u>275-09-11-003-000</u> b. Acreage <u>21.6 acres</u> c. Current Owner <u>J&amp;P Specialties</u> d. Owner Mailing Address <u>6456 Sylva Road</u> <u>Franklin, North Carolina</u> <u>28734</u> e. Contact Person for Access <u>Mayor Earl Meyers</u> f. Access Person's Phone # <u>864 369 2466</u> g. Is Parcel Currently Vacant? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No h. Buildings on the parcel? <input type="checkbox"/> None (check all that apply) <input checked="" type="checkbox"/> Demolished/Ruins <input type="checkbox"/> Intact, To be demolished <input type="checkbox"/> Intact, To be re-used i. Business/facility operations <input type="checkbox"/> Never Operated on the parcel <input checked="" type="checkbox"/> Not operating since ~ 2003 (approx date) <input type="checkbox"/> In operation: nature of the business _____	a. Tax Map Parcel#     _____ b. Acreage     _____ c. Current Owner     _____ d. Owner Mailing Address     _____ _____ e. Contact Person for Access     _____ f. Access Person's Phone #     _____ g. Is Parcel Currently Vacant? <input type="checkbox"/> Yes <input type="checkbox"/> No h. Buildings on the parcel? <input type="checkbox"/> None (check all that apply) <input type="checkbox"/> Demolished/Ruins <input type="checkbox"/> Intact, To be demolished <input type="checkbox"/> Intact, To be re-used i. Business/facility operations <input type="checkbox"/> Never Operated on the parcel <input type="checkbox"/> Not operating since _____ (approx date) <input type="checkbox"/> In operation: nature of the business _____		
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**THIS IS CERTIFIED AS A TRUE  
AND CORRECT COPY**

SIGNATURE \_\_\_\_\_

### III. Property Redevelopment

16. Describe the intended re-use of the property:  
(attach additional sheets if necessary)

The Town of Honea Path desires to take title to this property to obtain Community Development Block Grant funding to perform asbestos abatement and at least some debris removal at the site. The Town is pursuing interested developers, and the most promising prospect is to place a nursing home on the property. However, there are no specific plans at this time.

17. a. Will the future use include any chemical processes, petroleum or chemical storage and handling, on-site waste disposal, or generate any hazardous substances? ☐ Yes ☒ No  
b. If Yes, identify the substances and discuss steps that will be taken to prevent their release to the environment.

18. Will redevelopment lead to the creation of permanent jobs on the property? ☐ Yes Anticipated Number It is the desire of the  
☐ No Town for jobs to be  
19. Projected Increase to the Tax Base as a result of this redevelopment: \$ Unknown at this time generated but unknown at  
this time.

20. a. Will there be Intangible benefits from this redevelopment such as: Unknown  
☐ LEED, Earth Craft, EnergyStar, or similar certification of Sustainable Development  
☐ Creation / Preservation of Green Space on the Property  
☐ Deconstruction/ Recycling of demolition or building debris  
☐ Other \_\_\_\_\_

b. Please Describe:

21. Anticipated date of closing or acquiring title to the property No later than May 8, 2018/

#### 22. Redevelopment Certification

By signature below, the applicant(s) affirm that their proposed use and activities will not knowingly aggravate or contribute to existing contamination or pose significant human health or environmental risks on the property.

Carol Holth-Mayer 3/29/2018  
Signature(s)

### IV. Project Management And Financial Viability (Co-Entities, refer to instruction sheet)

23. Environmental Consulting Firm  
☐ None as of this application date

Cardno, Inc.  
Company

1812 Lincoln Street, Suite 301 Columbia, South Carolina 29201

Address City State Zip

Gail Rawls Jeter 803 929 6059 803 210 6080 Gail.Jeter@Cardno.com  
Project Contact1 S.C PE/PG Reg. # Phone1 Phone 2 email

David Sykes 803 960 0090 David.Sykes@Cardno.com  
Project Contact 2 S.C PE/PG Reg. # Phone1 Phone 2 email

24. Legal Counsel (Optional)

King Law Firm, PC

Firm

Jimmy King

864-225-9155

Attorney

Phone1

Phone 2

2203 North Main Street

Anderson, South Carolina 29621

irk klf@bellsouth.net

Street Number or PO Box

City

State

Zip

email

25. Applicant's Billing Address ☐ Same as Contact person in #6 above Go to question #26

William Hall

Finance Director

Financial Contact

Title

Town of Honea Path, South Carolina Address and Phone number is same as above

Company

Phone

Address

City

State

Zip

26. Financial Viability

By signature(s) below, the applicant agrees to:

1. Pay the Department's costs upon receipt of invoices for implementing the Voluntary Cleanup Program for this Property, and
2. Provide financial statements, if requested, to document financial viability to conduct the response actions on the Property.

☒ Waiver Requested (Check Box If applicable)

The applicant is a Local Government or qualifies as a 501(c) Non-Profit Organization, and requests waiver of some Departmental costs of implementing this contract.

Earl Lollar Meyer 3/27/2018

Signatures

V. Application Completion (The following are required along with this form. Check applicable boxes)

27. The Legal Description of the Property is attached as a: ☒ Plat Map ☐ Metes and Bounds Text ☐ Both

28. The Phase I Environmental Site Assessment Report is attached as a:

☒ New report completed in the past six months by Cardno, Inc.

(Name of Environmental Firm)

☐ Older report updated in the past six months by \_\_\_\_\_

(Name of Environmental Firm)

29. Environmental sampling data and other reports: (check one)

☐ The Applicant is not aware of any environmental testing on the property

☒ The Applicant believes the Department already has all environmental data in its files on: Chiquola Mill Site or J&P Specialties

☐ The Following reports are attached:

(Site Name)

Report Date

Report Name

Environmental Firm

30. Mailing addresses of Former Owners, Operators and other Potentially Responsible Parties:(check one)

☐ Enclosed with this Application as an Attachment

☐ X Will be submitted along with (or before) the signed contract

31. The applicants attest by signature below that this application is accurate to their best knowledge. Furthermore, the applicants request DHEC evaluate the Property for inclusion in the Brownfields Voluntary Cleanup Program and draft a Non-Responsible Party Contract for the Property.

Earl Lollar Meyer 3/27/2018

Signature(s)

This Section for Department Use Only

Assigned File Name

Eligible for NRP Contract

Y N

Assigned File Number

Assigned Contract Number

[Signature]

**Chiquola Mill Ownership Information**  
**Town of Honea Path Voluntary Cleanup Contract Application**

Chiquola Manufacturing, Industrial Produces Group, LLC, Chiquola Properties, LLC  
The Chiquola Mill in Honea Path was purchased by M. Lowenstein Companies in the 1950s. In 1986, M. Lowenstein was purchased by Springs Industries. In 2005, Springs merged with Coteminas to form Springs Global.

Springs Global, Inc.  
205 North White Street  
Fort Mill, South Carolina 29715

Blair Mills LP  
115 Little Street  
Belton, South Carolina 29627-2347

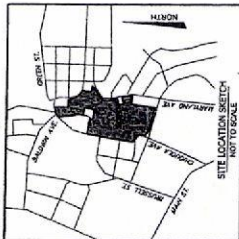
Blair Mills  
19 Jade Tree Court  
Greer, South Carolina 29650

J&P Specialties Inc.  
6456 Sylva Road  
Franklin, North Carolina 28734

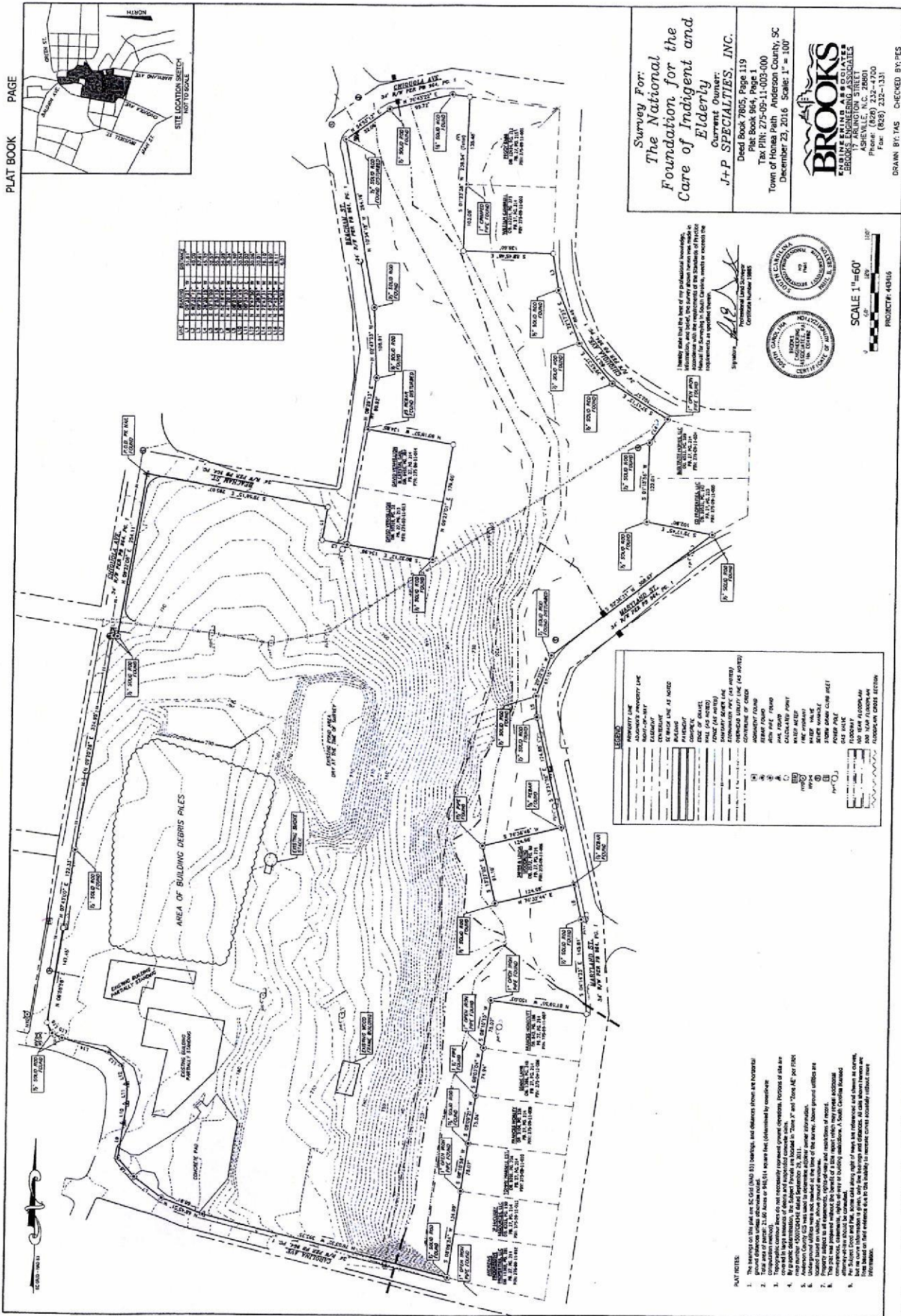
**THIS IS CERTIFIED AS A TRUE  
AND CORRECT COPY**

SIGNATURE

A handwritten signature in black ink, appearing to be "P. B. J.", written over a horizontal line.



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100	1.00	1.00



Survey For:  
The National  
Foundation for the  
Care of Indigent and  
Elderly  
Current Owner:  
J+P SPECIALTIES, INC.

Deed Book 7805, Page 119  
Plat Book 964, Page 1

Tax PIN: 275-09-11-003-000  
Town of Honea Path Anderson County, SC  
December 23, 2016 Scale: 1" = 100'

**BROOKS**  
ENGINEERING ASSOCIATES  
BROOKS ENGINEERING ASSOCIATES  
17 ARLINGTON STREET  
ASHEVILLE, N.C. 28801  
Phone: (828) 232-4700  
Fax: (828) 232-1331

DRAWN BY: TAS CHECKED BY: PES

THIS IS CERTIFIED AS A TRUE  
AND CORRECT COPY

SIGNATURE: [Signature]

Town of Honea Path,  
South Carolina

## APPENDIX

# B

UPDATED S&ME ASBESTOS ABATEMENT AND LEAD  
BASED PAINT CLEANUP PROJECT

**ASBESTOS ABATEMENT AND LCP CLEANUP  
PROJECT SPECIFICATIONS**

**FORMER CHICQUOLA MILL PROJECT**

410 Chiquola Avenue  
Honea Path, South Carolina

**S&ME PROJECT NUMBER 4335-16-212A**

Prepared For:

**Town of Honea Path**  
204 South Main Street  
Honea Path, South Carolina

Prepared By:

S&ME, Inc.  
9751 Southern Pine Boulevard  
Charlotte, North Carolina 28273



---

Sherman Woodson, CIH, CSP  
Asbestos Abatement Designer  
South Carolina #PD-00091

February 14, 2019



## TABLE OF CONTENTS

SECTION 01013 - SUMMARY OF THE WORK ASBESTOS ABATEMENT WITH LEAD-CONTAINING PAINT (LCP) CLEANUP .....	1
SECTION 01043 - PROJECT COORDINATION .....	11
SECTION 01091 - DEFINITIONS AND STANDARDS.....	14
SECTION 01092 - CODES, REGULATIONS, AND STANDARDS.....	19
SECTION 01140 - WORK RESTRICTIONS.....	23
SECTION 01270 - UNIT PRICES .....	24
SECTION 01410 - AIR MONITORING .....	26
SECTION 01503 - TEMPORARY FACILITIES.....	30
SECTION 01513 - TEMPORARY AIR FILTRATION & CIRCULATION SYSTEM.....	33
SECTION 01526 - TEMPORARY ENCLOSURES.....	36
SECTION 01560 - WORKER PROTECTION .....	40
SECTION 01562 - RESPIRATORY PROTECTION .....	44
SECTION 01563 - DECONTAMINATION UNITS .....	49
SECTION 01711 - DECONTAMINATION PROCEDURES .....	53
SECTION 01714 - WORK AREA CLEARANCE .....	56
SECTION 01770 - CLOSEOUT PROCEDURES .....	58
SECTION 02081 - REMOVAL OF ASBESTOS-CONTAINING MATERIALS .....	62
SECTION 02084 - DISPOSAL OF ASBESTOS-CONTAINING WASTE MATERIAL .....	64
SECTION 02085 - DISPOSAL OF LEAD-CONTAINING PAINT (LCP) WASTE MATERIAL.....	67

## PLANS

Figure 1: Site Plan (Pre-demolition) – 2005

Figure 2: Site Plan (Partial demolition) - 2011

Figure 3: Sample Location Map

## **SECTION 01013 - SUMMARY OF THE WORK ASBESTOS ABATEMENT AND LEAD-CONTAINING PAINT (LCP) ON DEBRIS**

### **PART 1 - GENERAL**

#### *RELATED DOCUMENTS*

General provisions of Contract, including other specification sections, apply to work of this Section.

#### *PROJECT BACKGROUND/WORK IDENTIFICATION*

General: Project name is Asbestos Abatement, Former Chiquola Mill, Honea Path, South Carolina. A partial demolition was started on the site in July 2009. The demolition was halted in November 2011. Based on aerial photos from 2005 and 2011, it appears that the majority of the mill had been demolished. Debris piles from this demolition activity remain on site. There is also a multi-story office building and several small outbuildings that remain standing on the site. Some of these may not be structurally sound and may be unsafe to enter.

S&ME has reviewed and incorporated information from previous asbestos assessments and/or confirmation sampling as shown below. Materials identified as asbestos-containing materials (ACM's) in each of these assessments/sampling events are included in the scope of work for this project.

- SCDHEC December 15, 2011 site meeting. A South Carolina Department of Environmental Health and Control (SCDHEC) inspector collected 10 samples of disturbed building materials. **The enforcement letter states that asbestos was not identified in the samples. No sample locations are identified.** The enforcement letter references a previous February 26, 2007 asbestos survey report submitted to SCDHEC for the expired demolition permit. S&ME has not been provided with a copy of this report.
- ECS March 20, 2012 draft report. ECS performed an asbestos assessment of the debris piles and standing buildings in November and December 2011 and March 2012. The copy of the report that S&ME reviewed is marked "draft" and does not contain Figure 1 (sample locations) and laboratory reports/COC's. **The summary table identifies the following ACM's: roofing and/or black layer in debris piles #7, #10, #17, and #18; black tar on brick/concrete in debris piles #4 and #7; and floor tile/mastic (3 layers) in the lower level of the multi-story Administration Building.**
- SCDHEC November 12, 2015. A SCDHEC inspector collected 16 samples from debris piles at the site. **ACM's identified included black mastic on concrete slab (2 debris piles) and roofing tar.**
- S&ME November 17 and 19, 2016 assessment. S&ME conducted an asbestos assessment of the debris piles and remaining structures. **The report (dated 12/6/16) identified the following ACM's in the multi-story Administration Building: 3,000 square feet (SF) of floor tile/mastic (3<sup>rd</sup> or bottom layer), 300 linear feet (LF) of window caulk, 10 LF of black mastic on pipe insulation,**

**and 20 LF of exterior caulk on brick.** Roofing materials on the structures contain less than 1% asbestos. Also, roofing materials in Pile 4 contains less than 1% asbestos.

- S&ME April 24, 2018 site visit. S&ME collected 6 follow-up samples from debris piles. **Black mastic on concrete (Pile 10) was confirmed to be an ACM. This is most likely similar to the ACM identified by SCDHEC in their 2015 samples.** Levelling compound/grey coating material near Pile 9 did not contain asbestos.

The current multi-story structure shared a wall with the demolished structures and may be unsafe for entry. Applied Building Sciences (ABS) performed an evaluation of the on-site structures to determine the safety of performing abatement activities. The ABS report will be provided to the asbestos contractor for recommendations on the safety of the structures. Particular attention should be paid to the recommendations for shoring of Floors 3 and 4 of the multi-story Administration. Asbestos-containing floor tile and mastic are most likely present in these locations. This project design will address the abatement of all ACM's in the multi-story Administration Building. This assumes that the asbestos contractor will have the recommended shoring put in place to safely perform abatement in Floors 3 and 4.

S&ME identified roofing materials in the standing building that contain less than 1% chrysotile. These materials are not considered to be ACM's are not included in the scope of work for this abatement design. However, the workers conducting demolition activities that disturb these materials should be informed so that they may use work methods to maintain asbestos concentrations less than the OSHA permissible exposure limit (PEL) and meet other OSHA requirements contained in the OSHA asbestos standard (29 CFR 1926.1101).

Contract documents: Related requirements and conditions that are indicated on the Contract documents include, but are not necessarily limited to the following:

- Applicable codes and regulations.
- Notices and permits.
- Existing site conditions and restrictions on use of the site.
- Work to be performed subsequent to work under this Contract.
- Requirements for partial Owner occupancy prior to completion of the Contract work.

## **SUBMITTALS**

### **1. Pre-Project Submittals**

The Contractor performing the work will deliver to the Designer at least 14 calendar days prior to the scheduled commencement of the Work, two copies of the Pre-Project Submittals in a three-ring binder or Email as follows:

- Proof of Insurance (General Liability, Asbestos Specific Liability)
- Project Notification to Regulatory Agencies and Permits (as applicable)

- Proposed Work Schedule and Plan of Work
- Methods and Materials Description
- Proposed Project Supervision and Credentials (Asbestos)
- Proposed Worker List and Training Verification for Workers (including medical examination, respirator training, and fit test records) - Worker Acknowledgment Form (Section 01560)
- Air Monitoring Program Outline or Supporting Information to Establish Respirator Requirements
- Emergency and Security Plan
- Respiratory Protection Program
- Equipment and Product List and Documentation of Performance (Respirators, Truck/Trailer-Mounted Bulk Vacuum Systems, HEPA Vacuums and Exhaust Ventilation Units) - Include required SDS
- Approval for selected landfill from SCDHEC and Letter of Intent from designated approved landfill/disposal facility.

## 2. Post-Project Submittal

The Contractor will deliver to the Designer no more than 45 calendar days after substantial completion of abatement work, two copies of the Post-Project Submittals in a three-ring binder as follows:

- Landfill/Disposal Facility Documentation and Receipts (Waste Manifest, Waste Shipment Record, Chain of Custody Report)
- FOR LCP on Debris – Landfill/Disposal Facility Documentation and Receipts (Waste Manifest, Waste Shipment Record, Chain of Custody Report)
- Personnel Air Monitoring Records OSHA required
- Daily Log of Workers, Visitors and Work Activities (completed daily by supervisor)
- Alphabetized listing of all Workers and Supervisors utilized for the project (excluding all others). The list will include the Workers' and Supervisors' asbestos training dates, Date of last Fit Test and Date of last Physical.
- Completed Affidavit of Compliance (Section 01315)
- Recycling Receipts
- Completed Warranty of Work (Section 01312)

### *Summary by References:*

Work of the Contract can be summarized by references to the Contract, General Conditions, Supplementary Conditions, Specification Sections, addenda and modifications to the Contract documents issued subsequent to the initial printing of this Project manual and including but not necessarily limited to printed material referenced by any of these. Work of the Contract is also unavoidably affected or influenced by governing regulations, natural phenomenon including weather conditions and other forces outside the Contract documents.

### *Coordination*

The Contractor shall closely coordinate the asbestos removal operations with the work scope, schedule and phasing of the General Contractor and/or Client to facilitate the

removal of all asbestos materials prior to disturbance from renovation/construction activities. The Contractor shall also closely coordinate their activities with the Asbestos Designer and the Project Monitor. **The Contractor shall notify in writing the Asbestos Designer and Project Monitor at least seven calendar days prior to the start of any asbestos-related activity on site (regulated or non-regulated). The Contractor and General Contractor shall take into account requirements for phasing, staging, controlling dust, minimizing the number of small work area containments, and for facilitating electrical power, water and Contractor egress to/for the asbestos work areas for the project.**

*Abbreviated Written Summary:*

Briefly and without force and effect upon the Contract documents, the abatement work of the Contract can be summarized as follows:

Scope of Work

The purpose of this Project is the segregation, removal, and disposal of asbestos-containing materials in preparation for removal of current demolition debris and the demolition and removal of debris from remaining structures on the site. Based on the damaged condition of the identified asbestos-containing floor tile in the multi-story Administration Building, these materials will be removed in a friable manner with the use of wet methods. A sample location map (Figure 3) shows where ACM's have been identified. Those debris piles that have not been found to contain asbestos shall be treated as if they do until such time as the inspector/monitor on site during removal determines that they do not.

The procedures below indicates standard removal procedures for the ACM's found on the interior of the multi-story Administration Building.

General Abatement Procedures

Abatement supervisors and workers must have current accreditation as required by SCDHEC, with applicable documentation of such accreditation present at the job site. At all times while abatement (including preparation, removal, and cleanup) of RACM is being performed, at least one licensed supervisor remains onsite supervising the work and at any other time when asbestos-disturbing activities may occur.

Workers should don their PPE, Tyvek suits with hoodies, gloves, eyewear, and at least half mask (half face) air purifying respirators with P100 filter cartridges. Once dressed out, workers should don their respirators and perform Negative and Positive Pressure fit checks. Wet removal methods shall be used. There shall be no release of visible emissions during preparation, removal or cleanup. Place ACM wastes in an appropriate leak-tight container (such as a properly labeled, 6-mil-thick plastic bag) when applicable. Properly dispose all waste at SCDHEC approved landfill.

Asbestos-Containing Flooring Materials

The Contractor shall establish a regulated area for the friable removal of all asbestos-containing flooring in the standing structure. Remove all layers of ACM floor tile, mastics, and floor filler utilizing regulated areas. The regulated area must be inspected

and approved by S&ME prior to asbestos disturbance. Wet removal methods and work practices must be utilized.

Decontamination facilities used for the decontamination of the work area shall be disposed of by the Contractor as asbestos waste.

Remove all layers of specified areas of ACM floor coverings including, but not limited to, floor tile, floor tile mastic, and leveling compounds down to a clean sub-floor surface utilizing the traditional techniques for removal of friable material of the asbestos abatement industry. **Note: Based on the ECS report, all layers of floor tile and mastic should be treated as ACM's.**

When removing flooring mastic from surfaces, the Contractor shall use a commercially-produced product, designed specifically for the removal of asbestos-containing flooring mastics. Solvents used to remove flooring mastics must meet the following criteria:

- The product shall not be considered a hazardous waste upon disposal, nor shall it generate a hazardous waste as a byproduct,
- The product shall not contain any known or suspected carcinogenic compounds or chlorinated hydrocarbons, and
- The product shall not be considered a flammable liquid. Flash point shall be at least 20° F higher than the highest temperature to be encountered at the site.

Use the product per the manufacture's directions and provide worker protection as required by the safety data sheet (SDS).

Ensure that flooring mastics and resulting mastic/solvent slurries do not travel, seep or run beyond the regulated area, or wick into other building materials. Clean residual mastic/solvent slurries and stains from all surfaces in the regulated area.

Remove the asbestos waste from the work area, making provisions to saturate the waste with water. Containerize; label; manifest; transport to an approved disposal facility and dispose of the waste in compliance with National Emission Standards for Hazardous Air Pollutants requirements and all other applicable federal, state and local laws and regulations.

#### Mastic on TSI

Remove ACM mastic on TSI in accordance with OSHA Class II procedures. Use wet methods.

#### Window Glazing/Caulk

Remove ACM window glazing and caulk in accordance with OSHA Class II procedures. Use wet methods.

#### Roofing and External Caulk

Remove ACM roof flashing, roof patches, felt, debris, and external caulk in accordance with OSHA Class II procedures and special roofing procedures.

### Existing Debris Piles

Based on identified ACM's (roofing and black mastic on concrete) in at least 4 of the debris piles (ECS report, DHEC 20015 sampling, and S&ME 2018 confirmation sampling), each of the debris piles will be presumed as containing contaminated waste. To refute this presumption, an SCDHEC licensed asbestos inspector will be present on site to observe the removal of debris from the existing piles. All debris piles will be wetted prior to any activity that disturbs them. Debris inside the pile will continue to be wetted as it is uncovered.

The asbestos inspector will maintain a safe distance from debris as it is removed and loaded into trucks. After the equipment operator uncovers debris that has not been previously observed, work will pause to allow the inspector to observe, photograph, and document the debris contents. The demolition contractor can continue to segregate and remove debris from piles that the inspector determines as not containing suspect ACM's. Segregated non-ACM may be loaded on to trucks removed during the demolition and treated as construction demolition (C&D) waste.

Debris piles with asbestos-containing roofing and black mastic on concrete will be wetted and loaded into plastic lined trucks for disposal as asbestos-containing waste. Alternatively, this debris may be segregated from non-asbestos debris and disposed of separately as ACM waste. The asbestos inspector will inform the contractor if other suspect ACM's are identified and that debris will be segregated and disposed of as ACM.

### Asbestos Air Monitoring

A South Carolina licensed air monitor will collect background, daily, and clearance asbestos air samples during the abatement activities in the multi-story Administration Building. During removal of debris piles containing ACM's, the asbestos air monitoring will be performed downwind near the property boundary to assess the effectiveness of the engineering controls, wet methods, and general procedures. In all cases, the air monitor will monitor at the property boundary near surrounding adjacent residences either on the same block or immediately across the street.

### *Other General Requirements and Procedures*

Remove the asbestos waste from the work area, making provisions to saturate the waste with water; containerize; label; manifest; and transport to an approved disposal facility and dispose of the waste in compliance with National Emission Standards for Hazardous Air Pollutants requirements and all other applicable federal, state and local laws and regulations.

The project shall be deemed complete only after:

1. Removal and disposal of all specified areas of ACM - floor tile and mastic, TSI mastic, and window caulk, and resulting waste dust and debris,
2. Removal and disposal of all visible asbestos-suspect dust/debris from surfaces in the regulated work areas,
3. Successful visual inspection by both the Project Superintendent and S&ME,
4. Successful PCM air sampling outside the work area (at the property line during debris pile removal) during abatement activities.

5. Removal and disposal of the polyethylene sheeting and other waste materials as asbestos waste.

General and Administrative Requirements: Are set forth in the following Specification Sections:

- Standard Form of Agreement and General Conditions
- Supplemental General Conditions
- 01013 Summary of the Work
- 01043 Project Coordination
- 01091 Definitions and Standards
- 01092 Codes, Regulations and Standards

Abatement Preparation Work: Requirements are set forth in the following Specification Sections:

- 01410 Air Monitoring
- 01503 Temporary Facilities
- 01513 Temporary Air Filtration & Circulation System
- 01526 Temporary Enclosures
- 01560 Worker Protection
- 01562 Respiratory Protection
- 01563 Decontamination units

Asbestos Removal Work Procedures: Described in the following Specification Sections:

- 02081 Removal of Asbestos-Containing Materials
- 02084 Disposal of Asbestos-Containing Waste Material

Decontamination of the Work area: After completion of removal work is described in the following Sections:

- 01711 Project Decontamination
- 01714 Work Area Clearance

- Figure 1: Site Plan (Pre-demolition) – 2005
- Figure 2: Site Plan (Partial demolition) - 2011
- Figure 3: Sample Location Map

## **ESTIMATED QUANTITIES, CONDITION OF ASBESTOS-CONTAINING MATERIALS AND SPECIAL REQUIREMENTS**

The Contractor shall field verify square footage and linear footage of all specified areas of asbestos-containing materials removal in such a manner to satisfy the requirements of all permitting, notification forms, and bidding. However, the following quantities and conditions of asbestos-containing materials to be removed have been provided by the



Designer (if any other materials are found which are suspected of containing asbestos, immediately notify the Designer):

Base Bid Work –

Remove the following materials. Area designations refer to the original reports which are not included in this specification. Include in bid, the price to make recommended shoring to ensure the safety of the work areas. The 2018 ABS should be referred to for the structural evaluations and recommendations needed.

### **Partially Standing Structure and Debris Areas**

1. **Floor tile and black mastic (multi story Administration Building)** - approximately 3,000 square feet (3 layers); material contains 3% chrysotile and is a category I, nonfriable material in damaged condition. Will be removed using friable methods. Assumed to be on all 4 floors of the structure.
2. **Window caulk (multi-story Administration Building)** - approximately 300 linear feet; material contains 5% chrysotile and is a category I, nonfriable material.
3. **Black mastic on TSI lines (multi-story Administration Building)** - approximately 10 linear feet, material contains 4% chrysotile and is a category I, nonfriable material.
4. **Exterior mastic on brick (multi-story Administration Building)** – approximately 20 linear feet, material contains 5% chrysotile and is a category I, nonfriable material.
5. **Black mastic on concrete debris (existing debris pile)** – unknown quantity, material contains 4% chrysotile and is a category I, nonfriable material.
6. **Roofing mastic, felt, debris, and external caulk (existing debris pile)** – unknown quantity; material contains 4% to 5% chrysotile and is a category I, nonfriable material.

### **LCP**

1. Assume that all paint chips, dust and debris contain lead and the OSHA lead in construction regulations apply. This is not a Housing Urban Development (HUD) facility and the HUD regulations do not apply for work at this site
2. Cleanup and dispose of LCP in the white house and the other partially standing buildings including these materials and other debris on the site.
3. Only segregate LCP paint chip, dust, and debris if required by the landfill/disposal facility.

**These designer estimates are provided for information only and no allowance shall be made for difference between these estimates and actual quantities in the multi-**

**story structure. The contractor is solely responsible for the quantities of the work in the multi-story structure. Quantities of asbestos-contaminated debris will be determined based on actual quantities documented during removal. The contractor will provide the On-Site Asbestos Inspector with daily documentation of debris removed as ACM.**

### *SCHEDULE*

The hours that will generally be available for asbestos hazard abatement operations are from 07:00 to 19:00. All work schedules must be submitted in advance and coordinated with the Owner. Requests to work outside these hours and on weekends or holidays must be submitted to the designer (S&ME) at least three days in advance.

Work may commence on a date to be set in a notice to proceed.

### *POTENTIAL ASBESTOS HAZARD*

The disturbance or dislocation of asbestos-containing materials may cause asbestos fibers to be released into the atmosphere, thereby creating a potential health hazard to non-asbestos workers on-site. Apprise all workers, supervisory personnel, subcontractors and consultants who will be at the job site of the seriousness of the hazard and of proper work procedures which must be followed:

Where in the performance of the work, workers, supervisory personnel, subcontractors, or consultants may encounter, disturb, or otherwise function in the immediate vicinity of any identified asbestos-containing materials, take appropriate continuous measures as necessary to protect all building occupants from the potential hazard of exposure to airborne asbestos. Such measures shall include the procedures and methods described herein, and compliance with regulations of applicable Federal, state and local agencies. The Contractor shall post and maintain all required notices of the Work and such related potential hazards or other such notices as may be reasonably appropriate or required to alert employees and premises occupants of such potential hazards and the nature of the Work to be performed. See also the Supplemental General Conditions for other notice requirements of this Contract.

### *STOP WORK*

If the Owner or the Owner's Representative (after authorization by the Owner), presents a written stop work order, immediately and automatically stop all work. Do not recommence work until authorized in writing by the Owner. See also the Supplemental General Conditions for stop work requirements for this Contract.

### *CONTRACTOR USE OF PREMISES*

Use of the Site: Confine operations at the site to the areas permitted under the Contract. Portions of the site beyond areas on which work is indicated are not to be disturbed. Conform to site rules and regulations affecting the work while engaged in Project construction. The Contractor shall provide all protective structures, barricades, or other

means of protection necessary to assure the public safety and to fulfill all requirements by governmental authorities.

Do not unreasonably encumber the site with materials or equipment. Confine stockpiling of materials and location of storage trailers to areas approved by the Owner.

Keep all non-work areas free from accumulation of waste, rubbish or construction debris.

Smoke or open fires will not be permitted within the building enclosure or on the premises.

Power and General Illumination - The Contractor shall provide electric lines with ground fault interrupters, ample sockets for extension cords, metal reflectors, spring clamps, and all necessary temporary work lights. All power, electric lines, both lighting and power, shall be installed by a licensed electrical contractor and maintained in a safe condition.

All temporary power and lighting shall be provided by the Contractor for the duration of the project. Power disconnect and connect shall be the responsibility of the Contractor for their own work. If electricity is said to have been disconnected by others, the Contractor shall verify.

#### Project Asbestos Air Monitoring Services

The Owner will supply Project Asbestos Air Monitoring Services with the following stipulation:

1. The Owner will furnish Project Monitor services to take air samples at the job site at no cost to the Contractor.
2. The Contractor may have access to these air sample results, but will be required to provide his own air sampling to meet his particular air monitoring procedures and requirements of OSHA.
3. Coordination, notification, and scheduling of Air Monitoring services shall be the responsibility of the Contractor.
4. The Project Monitor and Designer will review and make comment on the Asbestos Contractor's methods, techniques, sequences, and procedures for Asbestos Removal and advise the Owner of same when on site.
5. The Owner will continue to supply Project Monitoring services for the project up to and through the final visual inspection and the initial work area clearance sampling for a work area. If any work area fails to achieve release criteria as described in Section 01714 from the efforts expended in the first work area clearance sample set, the Contractor shall be responsible for all costs associated with additional Project Monitoring and analytical services required to achieve the release criteria.

END OF SECTION 01013

## **SECTION 01043 - PROJECT COORDINATION**

### **PART 1 - GENERAL**

#### *RELATED DOCUMENTS*

General provisions of Contract, including other specification sections apply to this Section.

#### *SUMMARY*

This Section specifies administrative supervisory requirements necessary for Project coordination including, but not necessarily limited to:

- Administrative and supervisory personnel
- Progress meetings
- Pre-construction conference
- Daily log
- Special reports
- Contingency plans
- Notifications to other entities at job site

Contractor shall schedule asbestos abatement within overall construction schedule and coordinate all abatement operations so as not to interfere with the owner's operations.

#### *ADMINISTRATIVE AND SUPERVISORY PERSONNEL*

General Superintendent: Provide a full-time supervisor who is experienced in administration and supervision of asbestos abatement Projects including work practices, protective measures for building and personnel, disposal procedures, etc. This person is the Contractor's Representative responsible for compliance with all applicable Federal, state and local regulations, particularly those relating to asbestos-containing materials.

Experience and Training: The supervisor must have completed a course at a state or EPA-approved Training provider in asbestos abatement supervisor procedures, and have had a minimum of two (2) years on-the-job training in asbestos abatement procedures.

Competent Person: The supervisor is to be a competent person as required by OSHA in 29 CFR 1926.

Licensure / Accreditation: The supervisor is to be licensed as an Asbestos Abatement Supervisor. Contractor's personnel, agents, employees and subcontractors shall have received and be current in any applicable accreditations, training, certifications, licenses or other approvals required by the State of South Carolina and local authorities related to the performance of the Work."

### ***PRE-CONSTRUCTION CONFERENCE***

An initial meeting, recognized as "Pre-Abatement Conference" will be convened prior to start of any work. Meet at the Project site with the supervisor, Owner, S&ME, and other entities concerned with the asbestos abatement work.

This is an organizational meeting, to review responsibilities and personnel assignments and to locate the containment and decontamination areas and temporary facilities including power, light, and water.

### ***DAILY LOG***

Daily Log: The Contractor shall maintain at the project site, available for review by the Owner and Owner's Representative, a daily log documenting the dates and time of but not limited to, the following items:

- Meetings - purpose, attendees, brief discussion
- Visitations - authorized and unauthorized
- Personnel, by name, license number, entering and leaving the work area
- Special or unusual events, i.e., barrier breaching, equipment failures, accidents
- Air monitoring tests and test results
- Documentation of Contractor's completion of the following:
  - Inspection of work area preparation prior to start of removal and daily thereafter
  - Removal of any sheet plastic barriers
  - Contractor's inspections prior to spray back, lock back, encapsulation, enclosures or any other operation that will conceal the condition of asbestos-containing materials or the substrate from which such materials have been removed.
  - Removal of waste materials from work area
  - Decontamination of equipment (list items)
  - Contractor's final inspection/final air test analysis

Submit copies of this log at final close-out of Project as a Project Post-Project submittal.

### ***SPECIAL REPORTS***

General: Except as otherwise indicated, submit special reports directly to the Owner within one day of occurrence requiring special report.

Reporting Unusual Events: When an event of unusual and significant nature occurs at the site (examples: failure of Pressure Differential System, rupture of temporary enclosures), prepare and submit a special report listing chain of events, persons participating, response by Contractor's personnel, evaluation of results or effects, and similar pertinent information. When such events are known or predictable in advance, advise Owner in advance at earliest possible date.

Reporting Accidents: Prepare and submit reports of significant accidents, at site and anywhere else work is in progress. Record and document data and actions; comply with industry standards. For this purpose, a significant accident is defined to include events

where personal injury is sustained, property loss of substance is sustained, or where the event posed a significant threat of loss or personal injury.

Report Discovered Conditions: When an unusual condition of the building is discovered during the work (e.g., leaks, termites, corrosion), immediately advise the Owner of the condition.

### ***CONTINGENCY PLAN***

Contingency Plan: Prepare a contingency plan for emergencies including fire, accident, power failure, Pressure Differential System failure, supplied air system failure, or any other event that may require modification or abridgment of decontamination or work area isolation procedures. Include in plan specific procedures for decontamination or work area isolation. Note that nothing in this specification should impede safe exiting or providing adequate medical attention in the event of an emergency.

Post: In clean room of personnel decontamination unit telephone numbers and locations of emergency services including but not limited to fire, ambulance, doctor, hospital, police, power company, and the telephone company.

Telephone numbers for the Contractor's supervisory personnel are also required to be submitted and posted.

### ***NOTIFICATIONS***

Notify other entities at the job site of the nature of the asbestos abatement activities, location of asbestos-containing materials, requirements relative to asbestos set forth in these specifications and applicable regulations.

Notify emergency service agencies including fire, ambulance, police or other agency that may service the abatement work site in case of an emergency. Notification is to include methods of entering work area, emergency entry and exit locations, modifications to fire notification or fire fighting equipment, and other information needed by agencies providing emergency services.

Notifications of Emergency: Any individual at the job site may notify emergency service agencies if necessary without effect on this Contract or the Contract Sum.

END OF SECTION 01043

## **SECTION 01091 - DEFINITIONS AND STANDARDS**

### **PART 1 - GENERAL**

#### *RELATED DOCUMENTS*

General provisions of Contract, including other specification sections, apply to this Section.

#### *SUMMARY*

General Explanation: A substantial amount of specification language constitutes definitions for terms found in other Contract documents. Certain terms used in Contract documents are defined in this Article.

General Requirement: The provisions or requirements of Division 1 Sections apply to the entire work of the Contract and, where so indicated, to other elements which are included in Project.

#### *DEFINITIONS*

General: Definitions contained in this Article are not necessarily complete, but are general to the extent that they are not defined more explicitly elsewhere in the Contract documents.

Indicated: This term refers to graphic representations, notes or schedules on the drawings, or other paragraphs or Schedules in Specifications, and similar requirements in Contract documents. Where terms such as "shown", "noted", "scheduled", and "specified" are used, it is to help locate the reference; no limitation on location is intended except as specifically noted.

Directed: Terms such as "directed", "requested", "authorized", "selected", "approved", "required", and "permitted" mean "directed by the Owner", "requested by the Owner", and similar phrases. However, no implied meaning shall be interpreted to extend S&ME's responsibility into the Contractor's area of construction supervision or to construe any "Operator" of the project that the Contractor as defined by 40 CFR Part 61, Subpart M.

Approve: The term "approved", where used in conjunction with the Owner's action stamp on the Contractor's submittals, applications, and requests, is limited to the responsibilities and duties stated in General and Supplementary Conditions. Such approval shall not release the Contractor from responsibility to fulfill Contract Document requirements, unless otherwise provided in the Contract documents.

Regulations: The term "regulations" includes laws, statutes, ordinances and lawful orders issued by authorities having jurisdiction, as well as rules, conventions and agreements within the construction industry that control performance of the work, whether they are lawfully imposed by authorities having jurisdiction or not.

Furnish: the term "furnish" is used to mean "supply and delivery to the Project site, ready for unloading, unpacking, assembly, installation, and similar operations."

Supervisor: This is the Contractor's Representative at the work site. This person will generally be the Competent Person required by OSHA in 29 CFR 1926.

Install: The term "install" is used to describe operations at Project site including the actual "unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning and similar operations."

Owner's Representative: S&ME and their authorized agents and further described as the Industrial Hygiene Firm, Project Designer and/or Air/Project Monitor.

Provide: The term "provide" means "to finish and install, complete and ready for the intended use."

Project Site is the space available to the Contractor for performance of the work, either exclusively or in conjunction with others performing other construction as part of the Project

#### ***DEFINITIONS RELATIVE TO ASBESTOS ABATEMENT***

Licensed: A person or entity authorized or approved in accordance with the Toxic Substances Control Act (TSCA) and the requirements of the State of South Carolina.

Air Monitoring: The process of measuring the fiber content of a specific volume of air.

Air (Project) Monitor (when referring to a person): A person authorized or approved in accordance with the requirements of the State of South Carolina.

Amended Water: Water to which a surfactant has been added to decrease the surface tension to 35 or less dynes.

Asbestos: The asbestos form varieties of serpentinite (chrysotile), riebeckite (crocidolite), cummingtonite-grunerite, anthophyllite, amosite and actinolite-tremolite. For purposes of determining respiratory and work protection both the asbestiform and non-asbestiform varieties of the above minerals and any of these materials that have been chemically treated and/or altered shall be considered as asbestos.

Asbestos-Containing Material (ACM): Any material containing more than 1% Asbestos as determined using the method specified in Appendix A, subpart F, 40 CFR Part 763, Section 1, Polarized Light Microscopy, in any type or mixture of types, or that the owner wishes to consider as asbestos containing.

Asbestos-Containing Waste Material: Any material which is or is suspected of being or any material contaminated with an asbestos-containing material which is to be removed from a work area for disposal.



Asbestos Debris: Pieces of ACM that can be identified by color, texture, or composition, or means dust, if the dust is determined by an accredited inspector to be ACM.

Authorized Visitor: The Owner, the Owner's Representative, testing lab personnel, the Architect/Engineer, emergency personnel or a representative of any federal, state and local regulatory or other agency having authority over the Project.

Barrier: Any surface that seals off the work area to inhibit the movement of fibers.

Breathing Zone: A hemisphere forward of the shoulders with a radius of approximately 6 to 9 inches.

Ceiling Concentration: The concentration of an airborne substance that shall not be exceeded.

Certified Industrial Hygienist (C.I.H.): An Industrial Hygienist certified in Comprehensive Practice by the American Board of Industrial Hygiene.

Demolition: The wrecking or taking out of any building component, system, finish or assembly of a facility together with any related handling operations.

Disposal Bag: A properly labeled 6-mil thick leak-tight plastic bag used for transporting asbestos waste from work and to disposal site.

Encapsulant: A material that surrounds or embeds asbestos fibers in an adhesive matrix, to prevent release of fibers.

Filter: A media component used in respirators to remove solid or liquid particles from the inspired air.

Friable Asbestos Material: Material that contains more than 1.0% asbestos by weight and that can be crumbled, pulverized, or reduced to powder by hand pressure when dry.

Glovebag: A sack (typically constructed of 6-mil transparent polyethylene or polyvinylchloride plastic) with inward projecting long sleeve gloves, which are designed to enclose an object from which an asbestos-containing material is to be removed.

HEPA Filter: A High Efficiency Particulate Air (HEPA) filter capable of trapping and retaining 99.97% of asbestos fibers greater than 0.3 microns in diameter.

HEPA Filter Vacuum Collection Equipment (or vacuum cleaner): High efficiency particulate air filtered vacuum collection equipment with a filter system capable of collecting and retaining asbestos fibers. Filters should be of 99.97% efficiency for retaining fibers of 0.3 microns or larger.

High-Efficiency Particulate Air Filter: (HEPA) refers to a filtering system capable of trapping and retaining 99.97 percent of all monodispersed particles 0.3 microns in diameter or larger.

Accredited or Accreditation (when referring to a person): See Licensed.

Negative Pressure Respirator: A respirator in which the air pressure inside the respiratory-inlet covering a positive during exhalation in relation to the air pressure of the outside atmosphere and negative during inhalation in relation to the air pressure of the outside atmosphere.

Negative Pressure Ventilation System: A pressure differential and ventilation system.

Personal Monitoring: Sampling of the asbestos fiber concentrations within the breathing zone of an employee.

Pressure Differential and Ventilation System: A local exhaust system, utilizing HEPA filtration capable of maintaining a pressure differential with the inside of the work area at a lower pressure than any adjacent area, and which cleans recirculating air or generates a constant air flow from adjacent areas into the work area.

Protection Factor: The ratio of the ambient concentration of an airborne substance to the concentration of the substance inside the respirator at the breathing zone of the wearer. The protection factor is a measure of the degree of protection provided by a respirator to the wearer.

Respirator: A device designed to protect the wearer from the inhalation of harmful atmospheres.

Surfactant: A chemical wetting agent added to water to improve penetrating, thus reducing the quantity of water required for a given operation or area.

Time Weighted Average (TWA): The average concentration of a contaminant in air during a specific time period.

Visible Emissions: Any emissions containing particulate asbestos material that are visually detectable without the aid of instruments. This does not include condensed uncombined water vapor.

Wet Cleaning: The process of eliminating asbestos contamination from building surfaces and objects by using cloths, mops, or other cleaning utensils which have been dampened with amended water or diluted removal encapsulant and afterwards thoroughly decontaminated or disposed of as asbestos-contaminated waste.

Work Area: The area where asbestos-related work or removal operations are performed which is defined and/or isolated to prevent the spread of asbestos dust, fibers or debris, and entry by unauthorized personnel. Work area is a regulated area as defined by 29 CFR 1926.

## STANDARDS

Applicability of Standards: Except where Contract documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into Contract documents. Such standards are made a part of the Contract documents by reference. Individual sections indicate which codes and standards the Contractor must keep available at the Project Site for reference.

Referenced industry standards take precedence over standards that are not referenced but recognized in the construction industry as applicable.

Updated Standards: At the request of the S&ME, the Contractor or authority having jurisdiction, submit a Change Order proposal where applicable code or standard has been revised and reissued after the date of the Contract documents and before performance of work affected. The Owner will decide whether to issue a Change Order to proceed with the updated standard.

Conflicting Requirements: Where compliance with two or more standards is specified, and they establish different or conflicting requirements for minimum quantities or quality levels, the most stringent requirement will be enforced, unless the Contract documents indicate otherwise. Refer requirements that are different, but apparently equal, and uncertainties as to which quality level is more stringent to S&ME for a decision before proceeding.

Minimum Quantities or Quality Levels: In every instance the quantity or quality level shown or specified shall be the minimum to be provided or performed. The actual installation may comply exactly, within specified tolerances, with the minimum quantity or quality specified, or it may exceed that minimum within reasonable limits. In complying with these requirements, indicated numeric values are minimum or maximum values, as noted, or appropriate for the context of the requirements. Refer instances of uncertainty to the Owner for decision before proceeding.

Copies of Standards: Each entity engaged in construction on the Project is required to be familiar with industry standards applicable to that entities' construction activity. Copies of applicable standards are not bound with the Contract documents.

Where copies of standards are needed for performance of a required construction activity, the Contractor shall obtain copies directly from the publication source.

Although copies of standards needed for enforcement of requirements may be part of required submittals, the Owner reserves the right to require the Contractor to submit additional copies as necessary for enforcement of requirements.

END OF SECTION 01091

## **SECTION 01092 - CODES, REGULATIONS, AND STANDARDS**

### **PART 1 - GENERAL**

#### *RELATED DOCUMENTS*

General provision of Contract, including other specification sections, apply to this Section.

#### *SUMMARY*

This Section sets forth governmental regulations and industry standards which are included and incorporated herein by reference and made a part of the specification. This Section also sets forth those notices and permits which are known to the Owner and which either must be applied for and received, or which must be given to governmental agencies before start of work.

Requirements include adherence to work practices and procedures set forth in applicable codes, regulations, and standards.

Requirements include obtaining permits, licenses, inspection, releases and similar documentation, as well as payments, statements and similar requirements associated with codes, regulations, and standards.

#### *CODES AND REGULATIONS*

General Applicability of Codes and Regulations, and Standards: Except to the extent that more explicit and more stringent requirements are written directly into the Contract documents, all applicable codes, regulations, and standards have the same force and effect (and are made a part of the Contract documents by reference) as if copied directly into the Contract documents, or as if published copies are bound herewith.

Contractor Responsibility: The Contractor shall assume full responsibility and liability for the compliance with all applicable Federal, State, and local regulations pertaining to work practices, hauling, disposal, and protection of workers, visitors to the site, and persons occupying areas adjacent to the site. The Contractor is responsible for providing medical examinations and maintaining medical records of personnel as required by the applicable federal, state, and local regulations. The Contractor shall hold the Owner and S&ME harmless for failure to comply with any applicable work, hauling, disposal, safety, health or other regulation on the part of himself, his employees, or his subcontractors.

Federal Requirements: Which govern asbestos abatement work or hauling and disposal of asbestos waste materials include but are not limited to the following:

OSHA: U.S. Department of Labor, Occupational Safety and Health Administration, (OSHA), including but not limited to:

Occupational Exposure to Asbestos, Tremolite,  
Anthophyllite, and Actinolite; Final Rules  
Part 1926, Section 1101 of the Code of  
Federal Regulations

Respiratory Protection  
Title 29, Part 1910, Section 134 of the  
Code of Federal Regulations

Construction Industry  
Title 29, Part 1926, of the  
Code of Federal Regulations

Access to Employee Exposure and Medical Records  
Title 29, Part 1910, Section 2 of the  
Code of Federal Regulations

Hazard Communication  
Title 29, Part 1910, Section 1200 of the  
Code of Federal Regulations

Specification for Accident Prevention Signs and Tags  
Title 29, Part 1910, Section 145 of the  
Code of Federal Regulations

DOT: U.S. Department of Transportation, including but not limited to:

Hazardous Substances  
Title 49, Part 171 and 172 of the  
Code of Federal Regulations

EPA: U. S. Environmental Protection Agency (EPA), including but not limited to:

Requirements of the Asbestos hazard Emergency Response Act (AHERA)  
Asbestos-Containing Materials in Schools Final Rule & Notice  
Title 40, Part 763, Sub-part E, Appendix C of the  
Code of Federal Regulations

National Emission Standard for Hazardous Air Pollutants (NESHAP)  
National Emission Standard for Asbestos  
Title 40, Part 61, Sub-part A, and Sub-part M  
(Revised Sub-part B) of the Code of Federal Regulations

Regulations for Asbestos Emissions Standards for Demolition and Renovation Construction Activities and the Disposal of Asbestos Containing Construction Wastes--Incorporation by Reference, 40 CFR 61.140 through 61.15, 16VAC 25-30-10 et seq.

South Carolina:

South Carolina Regulation 61-86.1 Standards for Performance for Asbestos Projects

**STANDARDS**

General Applicability of Standards: Except to the extent that more explicit or more stringent requirements are written directly into the Contract documents, all applicable standards have the same force and effect and are made a part of the Contract documents by reference as if copied directly into the Contract, or as if published copies are bound herewith.

Contractor Responsibility: The Contractor shall assume full responsibility and liability for the compliance with all standards pertaining to work practices, hauling, disposal, and protection of workers, visitors to the site, and persons occupying areas adjacent to the site. The Contractor shall hold the Owner and S&ME harmless for failure to comply with any applicable standard on the part of himself, his employees, or his subcontractors.

Standards: Which apply to asbestos abatement work or hauling and disposal of asbestos waste materials include but are not limited to the following:

American National Standards Institute (ANSI)  
1430 Broadway  
New York, NY 10018  
212/354-3300

Fundamentals Governing the Design and Operation of Local Exhaust Systems  
Publication Z9.2-79

Practices for Respiratory Protection Publication Z88.2-80  
"American National Standard for Respiratory Protection  
-Respiratory Use - Physical Qualifications for Personnel,"  
Z88.6-1984.

American Society for Testing and Materials (ASTM)  
1916 Race Street  
Philadelphia, PA 19103  
215/299-5400

Safety and Health Requirements Relating to Occupational  
Exposure to Asbestos  
E 849-82

Specification for Encapsulants for Friable Asbestos-  
Containing Building Materials  
Proposal P-189

### *NOTICES AND PERMITS*

#### STATE AND LOCAL AGENCIES

Send written notification with all required information within the mandated time period prior to commencement of asbestos removal operations to:

South Carolina Department of Health and Environmental Control  
Air Quality - Asbestos  
2600 Bull Street  
Columbia, SC 29201  
(803) 898-4289

Obtain and post on site a copy of the notification and permit to perform asbestos operations issued from each agency. Submit amendments and have the permit revised as needed to comply with regulations.

### *LICENSES AND ACCREDITATIONS*

Licenses and Accreditations: Maintain current licenses and accreditations as required by applicable state or local jurisdictions for the removal, transporting, disposal or other regulated activity relative to the work of this Contract.

### *POSTING AND FILING OF REGULATIONS*

Posting and Filing of Regulations: Post all notices required by applicable federal, state, and local regulations. Maintain two (2) copies of applicable federal, state and local regulations and standard. Maintain one copy of each at job site. Keep on file in Contractor's office one copy of each.

END OF SECTION 01092

## **SECTION 01140 - WORK RESTRICTIONS**

### **GENERAL**

#### **1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and all Divisions of the Technical Specifications, apply to this Section.

#### **1.2 USE OF PREMISES**

- A. Use of Site: Limit use of premises to work in areas indicated on the drawings. Do not disturb portions of site beyond areas in which the Work is indicated.
  - 1. Limits: Confine constructions operations to those areas specified for asbestos abatement.
  - 2. Owner Occupancy: Allow for Owner occupancy of site.
  - 3. Driveways and Entrances: Keep driveways and entrances serving premises clear.
  - 4. Construction hours shall be 8 hours per day, five days per week except that consultant must be notified in writing four days in advance prior to any work outside of 7 AM to 7 PM or holidays, or weekends or beyond 8 hours per day.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01140



## **SECTION 01270 - UNIT PRICES**

### **GENERAL**

#### **3.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and all Divisions of the Technical Specifications, apply to this Section.

#### **3.2 SUMMARY**

- A. This Section includes administrative and procedural requirements for unit prices.
- B. Related Sections include the following:
  - 1. Division 1, of the Technical Specifications Section "Contract Modification Procedures" for procedures for submitting and handling Change Orders.

#### **3.3 DEFINITIONS**

- A. Unit price is an amount proposed by bidders, as a price per unit of measurement for materials or services added to or deducted from the Contract Sum by appropriate modification, if estimated quantities of Work required by the Contract Documents are increased or decreased.

#### **3.4 PROCEDURES**

- A. Unit prices include all necessary material, plus cost for delivery, installation, insurance, taxes, overhead, and profit.
- B. Measurement and Payment: Refer to the Technical Specifications Sections for work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.
- C. Owner reserves the right to reject Contractor's measurement of work-in-place that involves use of established unit prices and to have this work measured, at Owner's expense, by an independent agent.
- D. List of Unit Prices: A list of unit prices is included at the end of this Section. Specification Sections referenced in the schedule contain requirements for materials described under each unit price.

## **PART 4 - PRODUCTS (Not Used)**

## PART 5 - EXECUTION

### 5.1 LIST OF UNIT PRICES

#### A. Unit Price No:

1. ACM Floor Tile /Mastic per SF to be measured by direct measurement,
2. ACM Roofing /Mastic Debris per SF to be measured by direct measurement,
3. ACM Concrete Surfacing Debris per SF to be measured by direct measurement,
4. ACM Mastic on TSI per LF to be measured by direct measurement,
5. ACM Debris, per SF to be measured by direct measurement,
6. Other ACM Identified or Assumed, per LF/SF to be measured by direct measurement, and
7. ACM Window caulk to be measured by counting windows.

END OF SECTION 01270

## **SECTION 01410 - AIR MONITORING**

### **PART 1 - GENERAL**

#### ***RELATED DOCUMENTS***

General provision of Contract, including General and Supplementary Conditions and other Specification Sections, apply to work of this Section.

Air Monitoring: During work area clearance is described in Section 01711 Work Area Clearance.

#### ***DESCRIPTION OF THE WORK***

Not in Contract Sum: This Section describes work being performed by S&ME. This work is not in the Contract Sum.

Occupational exposure air monitoring for the Contractor's workers, agents, and subcontractors is the sole responsibility of the Contractor and is not provided by the Owner or S&ME under this Contract. If elevated levels of asbestos fibers are discovered by the Project Designer, it shall give immediate notice of same to Contractor, who shall promptly take corrective measures as appropriate or required by law. Upon request by the Contractor and approval by the Owner, a copy of the final air monitoring report generated by the Project Designer will be provided.

#### ***AIR MONITORING***

Outside Work Area Isolation: The purpose of the air monitoring is to detect faults in the work area isolation such as:

Contamination of the building outside of the work area with airborne asbestos fibers,

Failure of filtration or rupture in the differential pressure system,

Contamination of air outside the building envelop with airborne asbestos fibers. Should any of the above occur, immediately cease asbestos abatement activities until the fault is corrected. Do not recommence work until authorized by the Owner.

Work area Airborne Fiber Count: will monitor airborne fiber counts in the work area. The purpose of this monitoring will be to detect airborne asbestos concentrations which may challenge the ability of the work area isolation procedures to protect the balance of the building or outside of the building from contamination by airborne fibers.

Work Area Clearance: To determine if the elevated airborne fiber counts encountered during abatement operations have been reduced to an acceptable level, the Owner will sample and analyze air per Section 01714 Work Area Clearance.

## ***STOP ACTION LEVELS***

Inside Work area: Maintain an average airborne count in the work area of less than 0.1 fibers per cubic centimeter. If the fiber counts rise above this figure for any sample taken, revise work procedures to lower fiber counts. If the Time Weighted Average (TWA) fiber count for any work shift or 8-hour period exceeds 0.1 fibers per cubic centimeter, stop all work, leave Pressure Differential System in operation and notify the Owner or Owner's Representative. After correcting cause of high fiber levels, do not recommence until authorized, in writing.

If airborne fiber counts exceed 1.0 fibers per cubic centimeter for any period of time, cease all work except corrective action until fiber counts fall below 0.1 fibers per cubic centimeter and notify the Owner or Owner's Representative. After correcting cause of high fiber levels, do not recommence work for 24 hours unless otherwise authorized, in writing.

Outside Work Area: If any air sample taken outside of the work area exceeds the baseline established in this Section or 0.01 fibers per centimeter when analyzed by Phase Contrast Microscopy (NIOSH 7400) or Transmission Electron Microscopy (NIOSH 7402), or 70 asbestos structures per square millimeter when analyzed by AHERA Transmission Electron Microscopy, whichever is greater, immediately and automatically stop all work except corrective action, determine the source of the high reading and so notify the Contractor in writing.

If the high reading was the result of a failure of work area isolation measures the contractor shall initiate the following actions:

Decontaminate the affected area in accordance with Section 02081 Removal of Asbestos-Containing Material.

Require that respiratory protection as set forth in Section 01562 Respiratory Protection be worn in affected area until area is cleared for re-occupancy in accordance with Section 01714 Work Area Clearance.

After Certification of Visual Inspection in the work area, final air samples will be taken within the entire area as set forth in Section 01714 Work Area Clearance.

Effect on Contract Sum: Complete corrective work with no change in the Contract Sum if high airborne fiber counts were caused by Contractor's activities. The Contract Sum and schedule will be adjusted for additional work caused by high airborne fiber counts beyond the Contractor's control.

## ***ANALYTICAL METHODS***

The following methods will be used for analyzing filters used to collect air samples. Sampling rates may be varied from printed standards to allow for site specific sampling conditions.

Phase Contrast Microscopy (PCM) will be performed using the NIOSH 7400 Method and Transmission Electron Microscopy (TEM) will be performed using either the procedure identified in AHERA 40 CFR 763 or the NIOSH 7402 Method.

#### ***SCHEDULE OF AIR SAMPLES:***

##### ***Before Start of Work:***

The Owner will secure air samples in the interior of the multi-Story Administration Building to establish a baseline before start of work. Baseline samples may be collected and analyzed via PCM (NIOSH method 7400), TEM (AHERA Methodology or NIOSH METHOD 7402) or both methodologies.

##### ***Daily or Periodic:***

The locations and frequency of air sampling will be established to meet, at a minimum, the requirements of the SCDHEC asbestos regulation.

Additional samples may be taken at Owner's or Owner's Representative's discretion. If airborne fiber counts exceed allowed limits additional samples will be taken as necessary to monitor fiber levels.

Baseline: An action level expressed in fibers per cubic centimeter which is 0.01 fibers per cubic centimeter unless the background concentrations are found to exceed this quantity in which case a background level will be determined by the supervising air monitor.

##### ***Laboratory Testing:***

The services of testing laboratory will be secured by the Owner to perform laboratory analyses of the air samples. The Contractor will have access to all air monitoring tests and results.

Written Reports: Of all air monitoring tests will be posted at the job site on a daily basis.

#### ***ADDITIONAL TESTING***

The Contractor may conduct his own air monitoring and laboratory testing. If he elects to do this, the cost of such air monitoring and laboratory testing shall be at no additional cost to the Owner. The Contractor will provide access to all such air monitoring tests and results to the Owner.

#### ***PERSONAL MONITORING***

Owner will not perform air monitoring to meet Contractor's OSHA requirements for personnel sampling. Written results of Contractor's personnel sampling must be supplied to the Owner's representative daily and in their entirety at the conclusion of the project.

### *CLEARANCE MONITORING*

Clearance monitoring will be conducted upon completion of removal once a satisfactory visual inspection has been obtained. Clearance sampling of a containment area will consist of verification that fiber concentrations are below 0.01 fibers/cubic centimeter in each of the five clearance samples collected. If TEM clearance monitoring is required, asbestos concentrations will average less than 70 structures/square millimeter for the five clearance samples to be considered as acceptable.

END OF SECTION 01410

## **SECTION 01503 - TEMPORARY FACILITIES**

### **PART 1 - GENERAL**

#### *RELATED DOCUMENTS*

General provisions of the Contract, including other specification sections, apply to work of this Section.

#### *DESCRIPTION OF REQUIREMENTS*

General: Provide temporary connection to existing building utilities or provide temporary facilities as required herein or as necessary to carry out the work. Do not disrupt utilities to portions of the building not in the work area.

### **PART 2 - PRODUCT**

#### *MATERIALS AND EQUIPMENT*

General: Provide new or used material and equipment that are uncontaminated, undamaged and in serviceable conditions. Provide only materials and equipment that are recognized as being suitable for the intended use, by compliance with appropriate standards.

#### *WATER SERVICE*

Temporary Water Service Connection: All connections to the Owner's water system shall include backflow protection. Valves shall be temperature and pressure rated for operation at the temperatures and pressures encountered. After completion of use, connections and fittings shall be removed without damage or alteration to existing water piping and equipment. Leaking or dripping valves shall be piped to the nearest drain or located over an existing sink or grade where water will not damage existing finishes or equipment.

Water Hoses: Employ heavy-duty abrasion-resistant hoses with a pressure rating greater than the maximum pressure of the water distribution system to provide water into each work area and to each decontamination unit. Provide fittings as required to allow for connection to existing wall hydrants and spouts, as well as temporary water heating equipment, branch piping, showers, shut-off nozzles and equipment.

Water Heater: Provide UL rated 40 gallon electric water heater to supply hot water for the decontamination unit shower. Provide with relief valve compatible with water heater operation; pipe relief valve down to drip pan. Wiring of the hot water heater shall be in compliance with NEMA, NECA, and UL standards.

Hot Water: There will be no hot water provided by the Owner.

## ***ELECTRICAL SERVICE***

General: Comply with applicable NEMA, NECA and UL standards and governing regulations for materials and layout of temporary electrical service.

Temporary Power: A portable generator may be utilized as needed.

Voltage Differences: Provide identification warning signs at power outlets which are other than 110-120 volt power. Provide polarized outlets for plug-in type outlets, to prevent insertion of 110-120 volt plugs into higher voltage outlets. Dry type transformers shall be provided where required to provide voltages necessary for work operations.

Ground Fault Protection: Equip all circuits for any purpose entering work area with ground fault circuit interrupters (GFCI). Locate GFCI's exterior to work area so that all circuits are protected prior to entry to work area. Provide circuit breaker type ground fault circuit interrupters (GFCI) equipped with test button and reset switch for all circuits to be used for any purpose in work area, decontamination units, exteriors, or as otherwise required by national electrical code, OSHA or other authority. Locate in panel exterior to work area.

Electrical Power Cords: Use only grounded extension cords; use "hard-service" cords where exposed to abrasion and traffic. Use single lengths or use waterproof connectors to connect separate lengths of electric cords, if single lengths will not reach areas of work.

Lamps and Light Fixtures: Provide general service incandescent lamps or fluorescent lamps of wattage indicated or required for adequate illumination as needed. Protect lamps with guard cages or tempered glass enclosures, where fixtures are exposed to breakage by construction operations. Provide vapor tight fixtures in work area and decontamination units. Provide exterior fixtures where fixtures are exposed to the weather or moisture.

Air Monitoring: Provide sufficient power and facilities to allow for air monitoring requirements.

## ***FIRE EXTINGUISHERS***

Fire Extinguishers: Provide a Type "A" fire extinguishers for temporary offices and similar spaces where there is minimal danger of electrical or grease-oil-flammable liquid fires. In other locations provide type "ABC" dry chemical extinguishers, or a combination of several extinguishers of NFPA recommended types for the exposures in each case.

## **PART 3 - EXECUTION**

### ***WATER SERVICE***

General: Abatement Contractor is responsible to secure a supply of water needed to conduct abatement activities.



Maintain hose connections and outlet valves in leak proof condition. Where finish work below an outlet might be damaged by spillage or leakage, provide a drip pan of suitable size to minimize the possibility of water damage. Drain water promptly from pans as it accumulates. If work is performed in freezing temperatures, take steps to prevent existing piping from freezing. Repair damage associated with frozen or leaking piping at no additional cost to the Owner.

### ***ELECTRICAL SERVICE***

General: Abatement Contractor is responsible in securing power for use during abatement activities.

Circuit Protection: Protect each circuit with a ground fault current interrupter (GFCI) of proper size. Outlet type GFCI devices will be permitted.

### ***TEMPORARY LIGHTING***

Providing the following or equivalent where natural lighting or existing building lighting does not meet the required light level:

Provide lighting in areas where work is being performed as required to supply a 100-foot candle minimum light level.

Provide lighting in any area being subjected to a visual inspection as required to supply a 100-foot candle minimum light level.

Provide lighting in the decontamination unit as required to supply a 50-foot candle minimum light level.

### ***SANITARY FACILITIES***

Toilets: Provide temporary toilet facilities at no additional cost to the Owner. Do not use Owner's facilities on site.

### ***FIRE EXTINGUISHERS***

Fire Extinguishers: Comply with the applicable recommendations of NFPA Standard 10 "Standard for Portable Fire Extinguishers". Locate fire extinguishers where they are most convenient and effective for their intended purpose, but provide not less than one extinguisher in each work area in equipment room and one outside work area in clean room.

END OF SECTION 01503

## **SECTION 01513 - TEMPORARY AIR FILTRATION & CIRCULATION SYSTEM**

### **PART 1 - GENERAL**

#### *RELATED DOCUMENTS*

General provisions of the Contract, including other specification sections, apply to work of this Section.

### **PART 2 - PRODUCT**

#### *MATERIALS AND EQUIPMENT*

General: Provide new or used material and equipment that are contaminated, undamaged and in serviceable conditions. Provide only materials and equipment that are recognized as being suitable for the intended use, by compliance with appropriate standards. **Install new prefilters and HEPA filters in the units prior to start of work.**

#### *HEPA FILTERED FAN UNITS*

General: Supply the required number of HEPA filtered fan units to the site in accordance with these specifications. Use units that are commercially designed and construct for the purpose of asbestos abatement operations and meet the following requirements.

HEPA Filters: Provide units whose final filter is the HEPA type with the filter media (folded into closely plated panels) completely sealed on all edges with a structurally rigid frame.

Provide units with a continuous rubber gasket located between the filter and the filter housing to form a tight seal.

Provide HEPA filters that are individually tested and certified by the manufacturer to have an efficiency of not less than 99.97 percent when challenged with 0.3 mm dioctylphthalate (DOP) particles when tested in accordance with Military Standard Number 282 and Army Instruction Manual 136-300-175A or recognized equivalent. Provide filters that bear a UL586 Label to indicate ability to perform under specified conditions.

Provide filters that are marked with: the name of the manufacturer, serial number, air flow rating, efficiency and resistance, and the direction of test air flow.

Prefilters, which protect the final filter by removing the larger particles, are required to prolong the operating life of the HEPA filter. Two stages of prefiltration are required. Provide units with the following prefilters:

First-stage prefilter: Low-efficiency type (e.g., for particles 100 mm and larger)  
Second-stage (or intermediate) filter: Medium efficiency (e.g., effective for particles down to 5 mm)

Provide units with prefilters and intermediate filters installed either on or in the intake grid of the unit and held in place with special housings or clamps.

Safety and Warning Devices: Provide units with the following safety and warning devices:

Electrical (or mechanical) lockout to prevent fan from operating without a HEPA filter

Automatic shutdown system to stop fan in the event of a rupture in the HEPA filter or blocked air discharge

Warning lights to indicate normal operation (green), too high a pressure drop across the filter (i.e., filter overloading) (yellow), and too low of a pressure drop (i.e., rupture in HEPA filter or obstructed discharge) (red)

Audible alarm if unit shuts down due to operation of safety systems

Electrical Components: Provide units with electrical components approved by the National Electric Manufacturers Association (NEMA) and Underwriter's Laboratories (UL). Each unit is to be equipped with overload protection sized for the equipment. The motor, fan, fan housing, and cabinet are to be grounded.

Pressure Differential Monitor: Provide at least one differential pressure meter equipped with a continuous recorder per Work Area. The meter(s) shall be equipped with an operable visual and aural warning alarm, configured to respond if the pressure differential drops below 0.02 inches of water. The meter will also have a means to either graph, chart or make electronic or graphic representations of the relative pressure differential between the work area and adjacent non-work areas.

### **PART 3 - EXECUTION**

#### ***AIR CIRCULATION IN THE WORK AREA***

Air Circulation: For purposes of this Section, air circulation refers to either the introduction of outside air to the work area or the circulation and cleaning of air within the work area.

Air circulation in the work area is a minimum requirement intended to help maintain airborne fiber counts at a level that does not significantly challenge the work area isolation measures. The Contractor may also use this air circulation as part of the engineering controls in his worker protection program.

#### ***USE OF SYSTEM DURING ABATEMENT OPERATIONS***

Start fan units before beginning work (before any asbestos-containing material is disturbed). After abatement work has begun, run units continuously to promote air circulation/filtration until decontamination of the Work area is complete.

Monitor the pressure differential between the Work Area and other surrounding spaces in the building, or at a location in the immediate proximity outside of the building envelope with a differential pressure meter equipped with a continuous recorder. The Meter shall be equipped with an operable warning alarm, configured to sound if the pressure differential drops below 0.02 inches of water. If multiple Work Areas are initiated by the Contractor simultaneously, provide at least one differential pressure meter/recorder for each Work Area. Operate the meter and recorder continuously from the period of the approval of the Work Area prior to asbestos disturbance, up to and through Clearance air monitoring.

On a daily basis, mark the meter's printout with a notation indicating the current date, time and the name and signature of the person making for the notation. On a weekly basis, collect the printout and add the printout (in 8 ½ x 11" page sizes) to the project logbook for inclusion in the post-project submittals.

At completion of abatement work, allow fan units to run as specified under Section 01711, to remove airborne fibers that may have been generated during abatement work.

END OF SECTION 01513

## **SECTION 01526 - TEMPORARY ENCLOSURES**

### **PART 1 - GENERAL**

#### *RELATED DOCUMENTS*

General provisions of the Contract, including other specification sections, apply to work of this Section.

### **PART 2 - PRODUCTS**

#### *MATERIALS AND EQUIPMENT*

Polyethylene Sheet: Provide flame-resistant polyethylene film that conforms to requirements set forth by the National Fire Protection Association Standard 701, Small Scale Fire Test for Flame-Resistant Textiles and Films. Provide largest size possible to minimize seams, 6.0 mil (0.15 mm) thick, clear, frosted or black as indicated.

Duct Tape or Polyethylene Tape: Provide duct tape in 2" or 3" widths with an adhesive which is formulated to stick aggressively to sheet polyethylene.

Spray Cement: Provide spray adhesive to aerosol cans which is specifically formulated to stick tenaciously to sheet polyethylene.

#### *SEQUENCE OF WORK*

Carry Out Work of this Section sequentially. Complete each activity before proceeding to the next.

### **PART 3 - EXECUTION**

#### *GENERAL*

Work Area: The location where asbestos-abatement work occurs. It is a variable of the extent of work of the Contract. It may be a portion of a room, a single room, or a complex of rooms. A "work area" is considered contaminated during the work, and must be isolated from the balance of the building, and decontaminated at the completion of the asbestos-control work.

Isolate the work area from other parts of the building so as to prevent asbestos-containing dust or debris from passing beyond the isolated area. Should the area beyond the work area(s) become contaminated with asbestos-containing dust or debris as a consequence of the work, clean those areas in accordance with the procedures indicated in Section 01711. Perform all such required cleaning or decontamination at no additional cost to Owner.

Place All Tools, Ladders, Staging, etc. necessary for the work in the area to be isolated prior to completion of work area isolation.

Remove Any Removable Furniture or Equipment designated by the Owner. Also, remove uncontaminated equipment, and/or supplies from the work area before commencing work, or at the desertion of the Owners' Representative, completely cover

with polyethylene sheeting, at least 6-mil in thickness, securely taped in place with duct tape. Such furniture and equipment shall be considered outside the work area unless covering plastic or seal is breached.

Disable Ventilation Systems or any other system bringing air into or out of the work area. Disable system by shutting off electrical service to blowers or, where continued operation is necessary, by blocking air supply ducts to the work area. Install temporary bypass ducts where necessary to maintain air supply to sensitive equipment and portions of the building other than the Work Area.

Lockout Power to Work Area where possible by switching off all breakers serving power or lighting circuits in work area. Label breakers with tape over breakers with notation "Danger - circuit being worked on". Lock panel and have all keys under control of Contractor's Superintendent or Owner's Representative. Maintain power, telephone, broadcast-critical and other vital services to other portions of building.

### ***EMERGENCY EXITS***

Provide emergency exits and emergency lighting as set forth below:

Emergency Exits: At each existing exit door from the work area provide the following means for emergency exiting:

Arrange exit door so that it is secure from outside the Work area but permits exiting from the work area.

Mark outline of door on secondary and critical barriers. Hang a razor knife on a string beside outline. Arrange critical and primary barriers so that they can be easily cut with one pass of razor knife. Paint words "EMERGENCY EXIT" inside at both one and four-foot levels above floor.

### ***CONTROL ACCESS:***

Locked Access: Arrange work area so that the only access into work area is through personnel and decontamination areas.

Visual Barrier: Where the work area is immediately adjacent to or within view of occupied areas, provide a visual barrier of opaque polyethylene sheeting at least 6-mil in thickness so that the work procedures are not visible to building occupants. Where this visual barrier would block natural light, substitute frosted or woven rip-stop sheet plastic in locations approved by the Owner's Representative.

Provide Warning Signs at each locked door leading to work area. Immediately inside door and outside critical barriers post an approximately 20-inch by 14-inch manufactured caution sign displaying the following legend with letter sizes and styles of a visibility required by 29 CFR 1926:

LEGEND:

DANGER  
ASBESTOS  
CONTAINS ASBESTOS FIBERS  
MAY CAUSE CANCER  
CAUSES DAMAGE TO LUNGS  
DO NOT BEATHE DUST  
AVOID CREATING DUST  
AUTHORIZED PERSONEL ONLY  
WEAR RESPIRATORY PROTECTION  
AND PROTECTIVE CLOTHING IN THIS AREA

Provide spacing between respective lines at least equal to the height of the respective upper line.

***ALTERNATE METHODS OF ENCLOSURES***

Alternate methods of containing the work area may be substituted to Owner's Representative for approval. Do not proceed with any such method(s) without prior approval of the Owner's Representative.

***RESPIRATORY AND WORKER PROTECTION***

Before proceeding beyond this point in providing Temporary Enclosures:

Provide Worker Protection per Section 01560  
Provide Respiratory Protection per Section 01562  
Provide Personnel Decontamination Unit per Section 01563

***CRITICAL BARRIERS***

General: Critical barriers are required for all work under this Contract.

Completely Separate the work area from other portions of the building, and the outside by closing all openings with sheet plastic barriers at least 6-mil in thickness, or by sealing cracks leading out of work area with duct tape.

Individually Seal all ventilation openings (supply and return), ductwork (supply and return) lighting fixtures, doorways, windows, convectors, and other openings into the work area with duct tape alone or with polyethylene sheeting at least 6-mil in thickness,

taped securely in place with duct tape. Maintain seal until all work including Project Decontamination is completed. Take care in sealing of lighting fixtures and equipment avoid melting or burning of sheeting.

Provide Sheet Plastic barriers at least 6-mil in thickness as required to seal openings completely from the work area into adjacent areas. Seal the perimeter of all sheet plastic barriers with duct tape or spray cement.

Mechanically Support sheet plastic independently of duct tape or spray cement seals so that seals do not support the weight of the plastic.

Any holes, tape marks, residual spray cement left in walls from polyethylene supports shall be patched / cleaned by the Contractor after abatement work is completed.

### ***PREPARE AREA***

Remove All Items, such as lighting fixtures, diffusers, registers, escutcheon plates, etc. which cover any part of the surface to be worked on with the work.

Clean All Surfaces in Work Area with a HEPA filtered vacuum or by wet wiping prior to the installation of primary barrier.

### ***SECONDARY BARRIER:***

Secondary layer of plastic is a splash guard to protect the surfaces of walls and fixed equipment and fixtures from contamination generated by removal of asbestos-containing floor tile and mastic.

Individually Cover all walls, fixtures and fixed equipment in the Work Area with polyethylene sheeting at least 6 mil in thickness, taped securely in place with duct tape from the wall/floor interface to a point no less than four feet from the finished floor level. Maintain the secondary barrier until all work including Project Decontamination is completed. Take care in sealing of lighting fixtures and equipment avoid melting or burning of sheeting.

### ***STOP WORK***

If the critical or secondary barrier falls or is breached in any manner stop work immediately. Do not start work until authorized in writing by the Owner's Representative.

### ***EXTENSION OF WORK AREA***

Extension of Work Area: If the critical barrier is breached in any manner that could allow the passage of asbestos debris, slurry, asbestos-contaminated liquid or airborne fibers, then add affected area to the work area, enclose it as required by this Section of the Specification and decontaminate it as described in Section 01711 Project Decontamination.

END OF SECTION 01526



## **SECTION 01560 - WORKER PROTECTION**

### **PART 1 - GENERAL**

#### *RELATED DOCUMENTS*

Drawings and general provisions of Contract, including other specifications sections, apply to work of this Section.

#### *DESCRIPTION OF WORK*

This Section describes the equipment and procedures required for protecting workers against asbestos decontamination and other work place hazards except for respiratory protection.

#### *RELATED WORK SPECIFIED ELSEWHERE*

Respiratory Protection: Is specified in Section 01562.

#### *WORKER TRAINING*

State and Local Accreditation: All workers are to be trained, certified and accredited/licensed as required by state and local codes and regulations. Documentation of current licensing shall be available at the site. The use of provisional or applicant status workers is prohibited.

Train, in accordance with 29 CFR 1926, all workers in the dangers inherent in handling asbestos and breathing asbestos dust and in proper work procedures and personal and area protective measures.

Purpose, proper use, fitting, instructions, and limitations or respirators as required by 29 CFR 1910.134

#### *MEDICAL EXAMINATIONS*

Provide medical examination for all workers who may encounter an airborne fiber level of 0.1 f/cc or greater for an 8-hour Time Weighted Average. In the absence of specific airborne fiber data provide medical examination for all workers who will enter the work area for any reason. Examination shall, as a minimum, meet OSHA requirements as set forth in 29 CFR 1926. In addition, provide an evaluation of the individuals' ability to work in environments capable of producing heat stress in the worker.

Report from Medical Examination: Conducted within last 12 months as part of compliance with OSHA medical surveillance requirements for each worker who is to enter the work area. Submit, at a minimum, for each work the following:

Name and license/accreditation number

Physician's written opinion from examining physician including at a minimum the following:

Whether worker has any detected medical conditions that would place the worker at an increased risk of material health impairment from exposure to asbestos.

Any recommended limitations on the worker or on the use of personal protective equipment such as respirators.

Statement that the worker has been informed by the physician of the results of the medical examination and of any medical conditions that may result from asbestos exposure

Statement that worker is able to wear and use the type of respiratory protection proposed for the Project, and is able to work safely in an environment capable of producing heat stress in the worker.

## **PART 2 - EQUIPMENT**

### ***PROTECTIVE CLOTHING***

Coveralls: Provide disposable full-body coveralls and disposable head covers, and require that they be worn by all workers in the work area. Provide a sufficient number for all required changes, for all workers in the work area.

Boots: For gross removal work, provide work boots with non-skid soles, and where required by OSHA, foot protective, for all workers. Provide boots at no cost to workers. Dispose of contaminated boots at the end of the work.

Gloves: Provide work gloves to all workers and require that they be worn at all times in the work area. Do not remove gloves from work area and dispose of as asbestos-contaminated waste at the end of the work.

### ***ADDITIONAL PROTECTIVE EQUIPMENT***

Respirators, disposable coveralls, head covers, and footwear covers shall be provided by the Contractor for the Owner, Owner's Representative, Project Administrator, and other authorized representatives who may inspect the job site. Provide a minimum of two (2) respirators and eight (8) complete coveralls and, where applicable, six (6) respirator filter changes per day.

## **PART 3 - EXECUTION**

### ***GENERAL***

Provide worker protection as required by the most stringent OSHA and/or EPA standards applicable to the work. The following procedures are minimums to be adhered to regardless of fiber count in the Work area.

Each Time Work Area Is Entered remove all street clothes in the changing room of the personnel decontamination unit and put on new disposable coveralls, new head cover,

and a clean respirator. Proceed through shower room to equipment room and put on work boots.

### ***DECONTAMINATION PROCEDURES***

Require all workers to adhere to the following personal decontamination procedures whenever they leave the work area.

When exiting area, remove disposable coveralls, disposable head covers, and disposable footwear covers or boots in the equipment area

Still wearing respirators, proceed to showers. Showering is mandatory. Care must be taken to follow reasonable procedures in removing the respirator and filters to avoid asbestos fibers while showering. The following procedure is required as a minimum:

Thoroughly wet body from neck down.

Wet hair as thoroughly as possible without wetting the respirator filter.

Take a deep breath; hold it and/or exhale slowly, completely wetting hair, thoroughly wetting face, respirator, and filter (air purifying respirator). While still holding breath, remove respirator and hold it away from face before starting to breath.

Dispose of wet filters from air purifying respirator.

Carefully wash facepiece of respirator inside and out.

Shower completely with soap and water.

Rinse thoroughly.

Rinse shower room walls and floor prior to exit.

Proceed from shower to changing room and change into street clothes or into new disposable work items.

### **Within Work Area:**

Require that workers NOT eat, drink, smoke, chew tobacco or gum, or apply cosmetics in the work area. To eat, chew, drink, or smoke, workers shall follow the procedure described above, then dress in street clothes before entering the non-work areas of the building.

### ***CERTIFICATE OF WORKER'S ACKNOWLEDGEMENT***

Following this Section is a Certificate of Worker Training. After each worker has been included in the Contractor's Respiratory Protection Program, completed the training program and medical examination, secure a fully executed copy of this form.

**CERTIFICATE OF WORKER'S ACKNOWLEDGEMENT**

PROJECT NAME: Chiquola Mill Project  
Honea Path, South Carolina

PROJECT ADDRESS: 410 Chiquola Avenue, Honea Path, South Carolina

DATE: \_\_\_\_\_ CONTRACTOR'S NAME: \_\_\_\_\_

**Working with asbestos can be dangerous. Inhaling asbestos fibers has been linked with various types of cancer. If you smoke and inhale asbestos fibers the chance that you will develop lung cancer is greater than that of the non-smoking public.**

Your employer's Contract with the Owner for the above Project requires that: You be supplied with the proper respirator and be trained in its use. You will be trained in safe work practices and in the use of the equipment found on the job. You receive a medical examination. These things are to have been done at no cost to you.

RESPIRATORY PROTECTION: You may have been trained in the proper use of respirators, and informed of the type respirator to be used on the above referenced Project. You must be given a copy of the written respiratory protection manual issued by your employer. You must be equipped at no cost with the respirator to be used on the above Project.

TRAINING COURSE: You must have been trained in the dangers inherent in handling asbestos and breathing asbestos dust and in proper work procedures and personal and area protective measures. The topics covered in the course must have included the following:

- Physical characteristics of asbestos
- Health hazards associated with asbestos
- Respiratory protection
- Use of protective equipment
- Pressure differential systems
- Work practices with hands-on or on the job training
- Personal decontamination procedures
- Air monitoring, personal and area

MEDICAL EXAMINATION: You must have had a medical examination within the past 12 months at no cost to you. This examination must have included: health history, pulmonary function tests and may have included an evaluation of a chest x-ray.

By signing this document you are acknowledging only that the Owner of the building you are about to work in has advised you of your rights to training and protection relative to your employer, the Contractor.

Signature \_\_\_\_\_  
Printed Name \_\_\_\_\_

ID No \_\_\_\_\_  
Witness \_\_\_\_\_

END OF SECTION 01560

## **SECTION 01562 - RESPIRATORY PROTECTION**

### **PART 1 - GENERAL**

#### *RELATED DOCUMENTS*

Drawings and general provisions of Contract, including General and Supplementary Conditions and other Specification Sections, apply to work of this Section.

#### *DESCRIPTION OF WORK*

Instruct and train each worker involved in asbestos abatement or maintenance and repair of friable asbestos-containing materials in proper respiratory use and require that each worker always wear a respirator, properly fitted on the face in the work area from the start of any operation which may cause airborne asbestos fibers until the work area is completely decontaminated. Use respiratory protection appropriate for the fiber level encountered in the work place or as required for other toxic or oxygen-deficient situations encountered.

#### *STANDARDS*

Except to the extent that more stringent requirements are written directly into the Contract documents, the following regulations and standards have the same force and effect (and are made a part of the Contract documents by reference) as if copied directly into the Contract documents, or as if published copies were bound herewith. Where there is a conflict in requirements set forth in these regulations and standards, meet the more stringent requirement.

OSHA - U.S. Department of Labor Occupational Safety and Health Administration, Safety and Health Standards 29 CFR 1926, Section 1101 and Section 1910.134.

CGA - Compressed Gas Association, Inc. New York, Pamphlet G-7, "Compressed Air for Human Respiration", and Specification G-7.1 "Commodity Specification for Air".

ANSI - American National Standard Practices for Respiratory Protection, ANSI Z88.2-1980.

NIOSH - National Institute for Occupational Safety and Health.

MSHA - Mine Safety and Health Administration

## **PART 2 - EQUIPMENT**

### ***AIR PURIFYING RESPIRATORS***

Respirator Bodies: Provide half face or full face type respirators. Equip full face respirators with a nose cup or other anti-fogging device as would be appropriate for use in air temperatures less than 32 degrees Fahrenheit.

Filter Cartridges: Provide, at a minimum HEPA type filters labeled with NIOSH Certification for "Radionuclides, Radon Daughters, Dust, Fumes, Mists including Asbestos-containing Dusts and Mists" and color coded in accordance with ANSI Z228.2 (1980) or N-/R-/P-100 type filters as per the provisions of 42 CFR 84. In addition, a chemical cartridge Section may be added, if required, for solvents, etc., in use. In this case, provide cartridges that have each Section of the combination canister labeled with the appropriate color code and NIOSH Certification.

Non-permitted Respirators: Do not use single use, disposable or quarter face respirators.

### ***SUPPLIED AIR RESPIRATOR SYSTEMS***

Provide equipment capable of producing air of the quality and volume required by the above referenced standard applied to the job site conditions and crew size. Provide additional equipment for the exclusive use of the Owner's Representative during the course of project when supplied air respirator systems are in use by the Contractor's employees. Comply with provisions of this specification if more stringent than the governing standard.

## **PART 3 - EXECUTION**

### ***GENERAL***

Respiratory Protection Program: Comply with ANSI Z88.2 - 1980 "Practices for Respiratory Protection" and OSHA 29 CFR 1910 and 1926.

Require That Respiratory Protection be used at all times that there is any possibility of disturbance of asbestos-containing materials whether intentional or accidental.

Require That A Respirator Be Worn by any one in a work area at all times, regardless of activity, during a period that starts with any operation which could cause airborne fibers until the areas has been cleared for re-occupancy in accordance with Section 01714.

Regardless of Airborne Fiber Levels: Require that the minimum levels of respiratory protection used be half face air-purifying respirators with high efficiency filters.

Do not allow the use of single-use, disposable, or quarter-face respirators for any purpose.

### ***FIT TESTING AND USER SEAL CHECKS***

Initial Fitting: Provide initial fitting of respiratory protection during respiratory protection training and at least annually thereafter. Fit types of respirator to be actually worn by each individual. Allow an individual to use only those respirators for which training and fit testing has been provided.

Upon Each Wearing: Require that each time an air-purifying respirator is put on it be checked for fit with a positive and negative pressure user seal check in accordance with the manufacturer's instructions or ANSI Z88.2 (1980).

### ***TYPE OF RESPIRATORY PROTECTION REQUIRED***

*Provide Respiratory Protection as indicated on the table in this Section.*

#### ***PERMISSIBLE EXPOSURE LIMIT (PEL)***

8-Hour Time Weighted Average (TWA) and ceiling concentration of asbestos fibers to which any worker may be exposed shall not exceed the following:

Time Weighted Average (TWA) - 0.1 fibers/cubic centimeter

Fibers: For purposes of this Section, fibers are defined as all fibers regardless of composition as counted in the OSHA Reference Method (ORM) or NIOSH 7400 (4<sup>th</sup> Edition) procedure.

### Assigned Protection Factors<sup>4</sup>

Type of Respirator <sup>1,2</sup>	Half Mask	Full Facepiece
1. Air-Purifying Respirator	10 <sup>3</sup>	50
2. Powered Air-Purifying Respirator (PAPR)	50	1,000
3. Supplied-Air Respirator (SAR) or Airline Respirator		
• Demand mode	10	50
• Continuous flow mode	50	1,000
• Pressure-demand or other positive-pressure mode	50	1,000
4. Self-Contained Breathing Apparatus (SCBA)		
• Demand mode	10	50
• Pressure-demand or other positive-pressure mode (e.g., open/closed circuit)	--	10,000

#### Notes:

<sup>1</sup> Employers may select respirators assigned for use in higher workplace concentrations of a hazardous substance for use at lower concentrations of that substance, or when required respirator use is independent of concentration.

<sup>2</sup> The assigned protection factors in Table 1 are only effective when the employer implements a continuing, effective respirator program as required by this section (29 CFR 1910.134), including training, fit testing, maintenance, and use requirements.

<sup>3</sup> This APF category includes filtering facepieces, and half mask with elastometric facepieces.

<sup>4</sup> The APFs do not apply to respirators used solely for escape. For escape respirators used in association with specific substances covered by 29 CFR 1910 subpart Z, employers must refer to the appropriate substance-specific standards in that subpart. Escape respirators for other IDLH atmospheres are specified by 29 CFR 1910.134 (d)(2)(ii).

### AIR PURIFYING RESPIRATORS

**Negative Pressure - Half or Full Face Mask:** Supply a sufficient quantity of respirator filters approved for asbestos, so that workers can change filters during the work day. Require that respirators are wet-rinsed, and filters discarded, each time a worker leaves the work area. Require that new filters be installed each time workers re-enter the work area. Store respirators and filters at the job site in the changing room and protect totally from exposure to asbestos prior to their use.

**Powered air purifying - Half or Full Face Mask:** Supply a sufficient quantity of high efficiency respirator filters approved for asbestos so that workers can change filters at any



time that flow through the face piece decreases to the level at which the manufacturer recommends filter replacement. Require that regardless of flow, filter cartridges be replaced after 40 hours of use. Require that HEPA elements in filter cartridges be protected from wetting during showering. Require entire exterior housing of respirator, including blower unit, filter cartridges, hoses, battery pack, face mask, belt, and cords, be washed each time a worker leaves the work area. Caution should be used to avoid shorting battery pack during washing. Provide an extra battery pack for each respirator so that one can be charging while one is in use.

### ***ATMOSPHERE SUPPLYING AIRLINE RESPIRATORS***

Air Systems Monitor: Continuously monitor the air system operation including compressor operation, filter system operation, backup air capacity and all warning and monitoring devices at all times that system is in operation. Assign an individual, trained by the manufacturer of the equipment in use or by a Certified Industrial Hygienist, in the operation and maintenance of the system to provide this monitoring. Assign no other duties to this individual that will take him away from monitoring the air system.

END OF SECTION 01562

## **SECTION 01563 - DECONTAMINATION UNITS**

### **PART 1 - GENERAL**

#### *RELATED DOCUMENTS*

Drawing and general provisions of Contract, including other specification sections, apply to work of this Section.

#### *DESCRIPTION OF WORK*

Require that the personnel decontamination unit be established on the project site.  
Require that all workers utilize the decontamination unit no less than at the end of each work shift, and before leaving the site for any reason.

### **PART 2 - PRODUCTS**

Polyethylene Sheet: Provide flame-resistant polyethylene film that conforms to requirements set forth by the National Fire Protection Association Standard 701, Small Scale Fire Test for Flame-Resistant Textiles and Films. Provide largest size possible to minimize seams, 6.0 mil (0.15 mm) thick, clear, frosted or black as indicated.

Duct Tape or Polyethylene Tape: Provide tape in 2" or 3" widths as indicated, and an adhesive which is formulated to stick aggressively to sheet polyethylene.

Spray Adhesive: Provide spray adhesive in aerosol cans which is specifically formulated to stick tenaciously to sheet polyethylene.

Shower Enclosure: Provide one portable waterproof shower assembly of adequate size and configuration for personnel decontamination in an asbestos abatement operation for every ten workers in the work area. The shower enclosure shall be unit obtained commercially for the intended purpose with a factory-made shower head, and hot and cold supply lines, arrange it so control of water temperature, flow rate, and shut off is from inside shower without outside aid.

Filters: Provide cascaded filter units on drain lines from showers or any other water source carrying asbestos-contaminated water from the work area. Provide units with disposable filter elements as indicated below. Connect so that discharged water passes primary filter and output of primary filter passes through secondary filter.

Primary Filter - Passes particles 20 microns and smaller  
Secondary Filter - Passes particles 5 microns and smaller

Sump Pump: Provide a pump suitable for removing shower waste water with integral automatic float switch.

## **PART 3 - EXECUTION**

### ***PERSONNEL DECONTAMINATION UNITS***

Provide personnel decontamination units consisting of a serial arrangement of connected rooms or spaces, as indicated. Provide temporary lighting within decontamination units as necessary to reach a lighting level of 100-foot candles.

Changing Room (Clean Room): Provide a room that is physically and visually separated from the rest of the building for the purpose of changing into protective clothing.

Construct using polyethylene sheeting, at least 6-mil in thickness, to provide an airtight seal between the changing room and the rest of the building.

Separate changing room from the building by a sheet plastic flapped doorway.

Require workers to remove all street clothes in this room, dress in clean, disposable coveralls, and don respiratory protection equipment. Do not allow asbestos-contaminated items to enter this room. Require workers to enter this room either from outside the structure dressed in street clothes, or naked from the showers.

Maintain floor of changing room dry and clean at all times. Do not allow overflow water from shower to wet floor in changing room.

Provide posted information for all emergency phone numbers and procedures.

Shower Room: Provide a completely watertight operational shower to be used for transit by cleanly dressed workers heading for the work area from the changing room, or for showering by workers headed out of the work area after undressing in the equipment room.

Construct room by installing the shower enclosure and pump in a configuration that will cause all shower water to drip into shower pan for collection and filtration without leakage.

Separate this room from the rest of the building with airtight walls fabricated of 6-mil polyethylene.

Separate this room from the changing room and airlock with airtight walls fabricated of 6-mil polyethylene.

Provide splash proof entrances to changing room and airlock with doors arranged in the following configuration:

Provide temporary extensions of existing hot and cold water and drainage, as necessary for a complete and operable shower.

Provide a soap dish and a continuously adequate supply of soap and maintain in sanitary condition.

Arrange so that water from showering does not splash into the changing or equipment rooms.

Arrange water shut off and drain pump operation controls so that a single individual can shower without assistance from either inside or outside of the work area.

Provide flexible hose shower head.

Pump waste water to drain, provide 20 micron and 5 micron waste water filters in line to drain or waste water storage. Change filters daily or more often if necessary. Locate filters inside shower unit so that water lost during filter changes is caught by shower pan.

Airlock: Provide an airlock between shower room and equipment room. This is a transit area for workers. Separate this room from equipment room by a sheet plastic flap doorway.

Separate this room from the rest of the building with airtight walls fabricated of 6-mil polyethylene.

Separate this room from the equipment room and shower room with airtight walls fabricated of 6-mil polyethylene.

Separate from equipment room by a sheet plastic flapped doorway.

Equipment Room (contaminated area): Require work equipment, footwear and additional contaminated work clothes to be left here. This is a change and transit area for workers.

### ***CLEANING OF DECONTAMINATION UNITS***

Clean debris and residue from inside of decontamination units on a daily basis or as otherwise indicated on Contract Drawings. Damp wipe or hose down all surfaces after each shift change. Clean debris from shower pans on a daily basis.

If the changing room of the personnel decontamination unit becomes contaminated with asbestos-containing debris, abandon the entire decontamination unit and erect a new decontamination unit. Use the former changing room as an inner Section of the new equipment room.

## *SIGNS*

Post an approximately 20-inch by 14-inch manufactured caution sign at each entrance to the work area displaying the following legend with letter sizes and styles of a visibility required by 29 CFR 1926:

### LEGEND

DANGER

ASBESTOS

CONTAINS ASBESTOS FIBERS

MAY CAUSE CANCER

CAUSES DAMAGE TO LUNGS

DO NOT BEATHE DUST

AVOID CREATING DUST

AUTHORIZED PERSONEL ONLY

WEAR RESPIRATORY PROTECTION

AND PROTECTIVE CLOTHING IN THIS AREA

Provide spacing between respective lines at least equal to the height of the respective upper line.

END OF SECTION 01563

## **SECTION 01711 - DECONTAMINATION PROCEDURES**

### **PART 1 - GENERAL**

#### *RELATED DOCUMENTS*

**General provisions of Contract, including General and Supplementary Conditions and other Specification Sections, apply to work of this Section.**

### **PART 2 – PRODUCTS**

### **PART 3 - EXECUTION**

#### *DESCRIPTION OF REQUIREMENTS*

General: Decontamination of the work area following asbestos abatement.

The Air Filtration System shall be used to remove airborne fibers during cleaning generated by the abatement work.

Work Area Clearance: Air testing and other requirements which must be met before release of Contractor and reoccupancy of the work area are specified in Section 01714 Work Area Clearance.

#### *GENERAL*

Work of This Section includes the decontamination of surfaces and air in the work area which has been, or may have been, contaminated by the elevated airborne asbestos fiber levels generated during abatement activities, or which may previously have had elevated fiber levels due to friable asbestos-containing materials in the space.

Work of This Section includes the cleaning, decontamination, and removal of temporary facilities installed prior to abatement work, including:

Secondary and Critical barriers erected by work of Section 01526

Decontamination unit erected by work of Section 01563

Air Filtration System installed by work of Section 01513

Work of This Section includes the cleaning, and decontamination of all surfaces (ceiling, walls, floor, of the work area), and any furniture or equipment in the work area.

#### *START OF WORK*

Previous Work: During completion of the asbestos abatement work specified in other Sections, the secondary barrier of polyethylene sheeting will have been removed and disposed of along with any gross debris generated by the asbestos abatement work.

Start of Work: Work of this Section begins with the cleaning of the primary barrier. At start of work the following will be in place:

Secondary Barrier: As specified for type of work performed.

Critical Barrier: As specified for type of work performed.

Decontamination Units: For personnel and equipment (where required) in operating condition.

Air Filtration System: In operation.

Cleaning Procedures outlined below apply to asbestos removal areas.

The Owner's Representative reserves the right to reduce cleaning procedures when warranted.

### ***FIRST CLEANING***

First Cleaning: Carry out a first cleaning of all surfaces of the work area including items of remaining sheeting, tools, scaffolding and/or staging by use of wet-cleaning and mopping, and/or a High Efficiency Particulate Air (HEPA) filtered vacuum. Use each surface of a cleaning cloth one time only and then dispose of as contaminated waste. Continue this cleaning until there is no visible debris from removed materials or residue on plastic sheeting or other surfaces.

Remove All Filters in Air Handling System(s) and dispose of as asbestos-containing waste in accordance with requirements of Section 02084 Disposal of Asbestos-Containing Waste Material.

Contractor's Testing: At the completion of the above cleaning visually inspect all surfaces. Re-clean if any dust or debris is found. Continue this process until no debris dust or other material is found.

### ***FINAL CLEANING***

Final Cleaning: Carry out a final cleaning of all surfaces in the work area in the same manner as the previous cleaning.

Contractor's Testing: At the completion of the above cleaning visually inspect all surfaces. Re-clean if any dust, debris, etc., is found. Continue this process until no debris dust or other material is found while sweeping of all surfaces with forced air equipment.

### ***VISUAL INSPECTION***

The Owner's Representative shall be notified by the Contractor a minimum 24 hours in advance of a proposed visual inspection/final air sampling.

Within 24 Hours After Final Cleaning Perform a Complete Visual Inspection of the entire work area including: All surfaces, ceiling, walls, floor, decontamination unit, all plastic sheeting, seals over ventilation openings, doorways, windows, floors and other openings;

look for debris from any sources, residue on surfaces, dust or other matter. If any debris, residue, dust or other matter is found repeat final cleaning and continue decontamination procedure from that point. When the area is visually clean, and if no debris, residue, dust or other material is found, document that the area is clean. Visual inspection is not complete until confirmed in writing by the Owner's Representative.

Temporary lighting: Provide a minimum of 100-foot candles of lighting on all surfaces in the areas to be subjected to visual inspection. Provide hand held lights providing 150-foot candles at 4 feet capable of reaching all locations in work area.

*FINAL AIR SAMPLING (For Containment Areas – if Utilized) – Note asbestos debris abatement will be performed externally without containments.*

Phase Contrast Microscopy (PCM) Analysis: After a work area is found to meet the release criteria, air samples may be collected and analyzed in accordance with the procedure for Phase Contrast Microscopy set forth in Section 01714 Work Area Clearance.

If release criteria are not met, repeat final cleaning and continue decontamination procedure from that point.

#### **REMOVAL OF WORK AREA ISOLATION**

After all requirements of this Section and Section 01714 Work Area Clearance have been met:

- Shut down and remove the air filtration system. Seal HEPA filtered fan units, HEPA vacuums and similar equipment with 6-mil polyethylene sheet and duct tape to form a tight seal at intake end before being moved from work area.
- Remove personnel decontamination unit.
- Remove the critical barriers separating the work area from the rest of the building. Remove any small quantities of residual material found upon removal of the plastic sheeting with wet-wiping, HEPA filtered vacuum cleaners and local area protection. If significant quantities, as determined by the Owner's Representative, are found then the entire area affected shall be decontaminated.
- Remove all equipment, materials, debris from the work site.
- Dispose of all asbestos-containing waste material as specified in Section 02084 Disposal of Asbestos-Containing Waste Material.

#### **SUBSTANTIAL COMPLETION OF ABATEMENT WORK**

Asbestos Abatement Work is Substantially Complete upon meeting the requirements of this Section and Section 01714 Work Area Clearance, including submission of:

- Successful visual inspection
- Punch list detailing repairs to be made and incomplete items.

END OF SECTION 01711



## **SECTION 01714 - WORK AREA CLEARANCE**

### **PART 1 - GENERAL**

#### *RELATED DOCUMENTS*

General provisions of Contract, including General and Supplementary Conditions and other Specification Sections, apply to work of this Section.

### **PART 2 - PRODUCTS**

### **PART 3 - EXECUTION**

#### *SUMMARY*

This Section sets forth required post-abatement airborne asbestos concentrations in the work area and describes testing procedures the Owner will use to measure these levels.

#### *CONTRACTOR RELEASE CRITERIA*

The Asbestos Abatement Work Area is cleared when the work area is visually clean and clearance sampling collected in the containment areas are below 0.01 fibers/cc (PCM) or 70 s/mm<sup>2</sup> (TEM). Clearance air monitoring will be performed only for interior friable work areas. Air monitoring for exterior debris removal will be limited to daily perimeter monitoring. Visual clearance will be performed to document that all ACM has been removed during waste removal from debris piles.

#### *VISUAL INSPECTION*

Work of this Section will not begin until the visual inspection described in Section 01711 Project Decontamination is complete and has been certified by the Owner's Representative.

#### *AIR MONITORING*

To determine if the elevated airborne asbestos structure concentration encountered during abatement operations has been reduced to the specified level, the Owner will secure samples and analyze them according to the following procedures.

PCM clearance samples may be secured in work areas where asbestos-containing materials are of a quantity that does not require TEM clearance samples as per SCDHEC regulation (less than 3,000 square feet of regulated ACM) or if a variance allowing PCM clearance is obtained from SCDHEC.

#### *SCHEDULE OF AIR SAMPLES*

General: The number and volume of air samples taken and analytical methods used shall be in accordance with AHERA 40 CFR 763 sampling and analytical procedures.

#### **PHASE CONTRAST MICROSCOPY**

In each Work Area after completion of all cleaning work, typically, 5 samples may be taken and analyzed as follows:

Samples will be collected on 25-mm cassettes, with the following filter media:

PCM: 0.8 micron mixed cellulose ester in a cassette with a conductive extension cowl.

Analysis: Fibers on each filter will be measured using the NIOSH Method 7400 Revision 3.

Volume and Rate: 3,000 liters at 16 liters per minute (LPM), maximum.

Fibers: referred to in this section, include fibers regardless of composition as counted by the phase contrast microscopy method used.

Release Criteria: Decontamination of the work site is not complete until every Work Area sample is at or below the Detection Limit of 0.01 f/cc for PCM and, if requested by the Owner TEM clearance as described below. If sample results are outside the clearance criteria then the decontamination is incomplete and recleaning per Section 01711 Project Decontamination is required.

## **TRANSMISSION ELECTRON MICROSCOPY**

In each Work Area after completion of all cleaning work, a minimum of 5 samples will be taken and analyzed as follows:

Samples will be collected on 25mm cassettes with the following filter media:

TEM: 0.45 micron mixed cellulose ester in a cassette with a conductive extension cowl.

Volume and Rate: 1,199 to 1,599 liters at 10 liters per minute (LPM), maximum.

Clearance Criterion: The concentration of asbestos structures on any of the five work area samples does not exceed 70.0 structures per square millimeter of filter area.

Analysis: Will be performed using the analysis method as set forth in the 40 CRF 763 Appendix A to Subpart E.

Release Criteria: Decontamination of the work site is complete when every work area sample is at or below the clearance criterion above. If any sample is above the clearance criterion then the decontamination is incomplete and re-cleaning per Section 01711 Project Decontamination is required.

END OF SECTION 01714

## **SECTION 01770 - CLOSEOUT PROCEDURES**

### **GENERAL**

#### **5.2 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and all Divisions of the Technical Specifications, apply to this Section.

#### **5.3 SUMMARY**

- A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
  - 1. Inspection procedures.
  - 2. Project As-Built Documents.
  - 3. Operation and maintenance manuals.
  - 4. Instruction of Owner's personnel.
  - 5. Final cleaning.
- B. Related Sections include the following:
  - 1. Division 1, of the Technical Specifications Section 01013 Summary of the Work, Asbestos Abatement,
  - 2. Division 1, of the Technical Specifications Section 01714 Work Area Clearance,
  - 3. Divisions 2, of the Technical Specifications Sections for specific closeout and special cleaning requirements of those Sections.

#### **5.4 SUBSTANTIAL COMPLETION**

- A. Preliminary Procedures: The Contractor shall, before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.
  - 1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
  - 2. Advise Owner of pending insurance changeover requirements, if any.
  - 3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
  - 4. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include clearance letters.
  - 5. Complete startup testing of systems.
  - 6. Submit all post job submittals specified, including all waste manifests and a letter stating that a waste manifest has been submitted to the State.
  - 7. Submit receipts for recycled materials.

8. Terminate and remove temporary facilities from Project site.
- B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Consultant will either proceed with inspection or notify Contractor of unfulfilled requirements. Consultant will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Consultant, that must be completed or corrected before certificate will be issued. The Consultant's Substantial Completion list is composed by verification of the punch list submitted by the Contractor and any additional defects in the work observed by the Consultant.
  1. Re-inspection: Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.
  2. Results of completed inspection will form the basis of requirements for Final Completion.

## 5.5 FINAL COMPLETION

- A. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:
  1. Submit certified copy of Consultant's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Consultant.
- B. Inspection: Submit a written request or work with the Owner's Representative for final inspection for acceptance. On receipt of request, Consultant will either proceed with inspection or notify Contractor of unfulfilled requirements.
  1. Re-inspection: Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.
  2. The Contactor shall take immediate steps to correct the stated deficiencies, and send a written notice to the Consultant, certifying the Project is complete, at which time the Consultant will re-inspect the Work. This review and additional reviews by the Consultant where the Work is not considered Substantial Completion or Final Completion will be considered an additional service from the Consultant. The Contractor will be charged for these additional services incurred by such failure including travel time, observation time, and administrative time at the Consultant's hourly rate, as well as all expenses associated with the distribution of a written notice stating the reasons for failure to reach final completion.
  3. In the event the Contractor is granted Substantial Completion by the Consultant and the Contractor fails to complete and/or correct all of the items listed in the Substantial Completion within **30** calendar days of the date of Substantial Completion, the liquated damages shall start to accrued

until all of the items on the Substantial Completion list are completed and/or corrected and have been approved by the Consultant.

4. If the Consultant is required to make more than two inspections for the project to achieve Substantial Completion, the Contractor shall pay for the Consultant's time and expense.

## 5.6 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Preparation: Submit three copies of list. Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
  1. Organize list of spaces in sequential order, use the room number as indicated on the drawings and on the exterior areas include a location diagram indicating the defects.
  2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
  3. Include the following information at the top of each page:
    - a. Project name.
    - b. Date.
    - c. Name of Consultant.
    - d. Name of Contractor.
    - e. Page number.

## PART 6 - PRODUCTS

### 6.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

## PART 7 - EXECUTION

### 7.1 FINAL CLEANING

- A. General: Provide final cleaning in accordance with Sections 01711 and 01714. Conduct waste-removal operations to comply with Section 02084, local laws and ordinances and Federal and local environmental and antipollution regulations.

END OF SECTION 01770

## **SECTION 02081 - REMOVAL OF ASBESTOS-CONTAINING MATERIALS**

### **PART 1 - GENERAL**

#### *RELATED DOCUMENTS*

Drawings and general provisions of Contract, and other Specification Sections apply to work of this Section.

#### *RELATED WORK SPECIFIED ELSEWHERE*

Installation of critical and primary barriers, and work area isolation procedures are set forth in Section 01526 Temporary Enclosures.

Project decontamination procedures after removal of the secondary barrier are specified in Section 01711 Project Decontamination.

Disposal of asbestos-containing waste is specified in Section 02084 Disposal of Asbestos-Containing Waste Material.

### **PART 2 - PRODUCTS**

Wetting Materials: for wetting prior to disturbance of asbestos-containing materials use either amended water or a removal encapsulant:

Amended Water: Provide water to which a surfactant has been added.

Disposal Bags: Provide 6-mil thick leak-tight polyethylene bags labeled as required by Section 02084 Disposal of Asbestos-Containing Waste Material.

### **PART 3 - EXECUTION**

#### *SEQUENCE*

Before beginning work of this section comply with:

- 01503 Temporary Facilities
- 01526 Temporary Enclosures
- 01560 Worker Protection
- 01562 Respiratory Protection

For areas denoted for removal of asbestos-containing floor coverings, TSI, and soil contamination, perform the following prior to beginning work in this section:

- 01513 Temporary Pressure Differential & Air Circulation System
- 01563 Decontamination Units

## *GENERAL WORK PRACTICES*

Remove Asbestos-Containing Materials and debris in small sections from all areas. Do not allow material accumulate. As it is removed, simultaneously remove the waste to the waste packing area for packaging and introduction of amended water and containerization of waste into disposal bags. Twist neck of bags, bend over and seal with minimum three wraps of duct tape. Clean outside and move to wash down station adjacent to material decontamination unit. Evacuate air from disposal bags with a HEPA filtered vacuum cleaner before sealing. Or segregate non-ACM debris from ACM debris. Wet methods will be utilized whenever ACM debris is disturbed. ACM debris shall be placed in plastic lined dumpsters or trucks following SC DHEC Asbestos Abatement regulations. The abatement contractor must comply with all federal, state, and local regulations and guidelines.

## *WORKER PROTECTION*

Before beginning work with any material for which a Safety Data Sheet has been submitted provide workers with the required protective equipment. Require that appropriate protective equipment be used at all times.

## *WET REMOVAL*

Mist work area with amended water to the extent necessary to reduce airborne fiber levels.

END OF SECTION 02081



## **SECTION 02084 - DISPOSAL OF ASBESTOS-CONTAINING WASTE MATERIAL**

### **PART 1 - GENERAL**

#### *RELATED DOCUMENTS*

Drawings and general provisions of Contract, including General and Supplementary Conditions and other Specification Sections, apply to work of this Section.

#### *DESCRIPTION OF THE WORK*

This Section describes the disposal of asbestos-containing materials. Disposal includes packaging of asbestos-containing waste materials. Disposal of contaminated debris may be transported to the landfill in lined roll-off containers.

### **PART 2 - PRODUCT**

Disposal Bags: Provide 6-mil thick leak-tight polyethylene bags labeled with four labels with text as follows:

First Label:

CAUTION  
CONTAINS ASBESTOS FIBERS  
AVOID OPENING OR BREAKING CONTAINER  
BREATHING ASBESTOS IS HAZARDOUS TO YOUR HEALTH

Second Label:

DANGER  
CONTAINS ASBESTOS FIBERS  
AVOID CREATING DUST  
CANCER AND LUNG DISEASE HAZARD  
BREATHING AIRBORNE ASBESTOS, TREMOLITE, ANTHOPHYLLITE, OR  
ACTINOLITE FIBERS IS HAZARDOUS TO YOUR HEALTH

Third Label: Provide in accordance with U. S. Department of Transportation regulation on hazardous waste marking. 49 CFR parts 171 and 172. Hazardous Substances: Final Rule. Published November 21, 1986 and revised February 17, 1987:

RZ HAZARDOUS  
SUBSTANCE,  
SOLID, NOS,  
ORM-E, NA 9188  
(ASBESTOS)

Fourth Label:

CONTAINS ASBESTOS WASTE

(Name of Abatement Contractor)

Former Chiquola Mill  
410 Chiquala Avenue  
Honea Path, South Carolina

(Date of Waste Generation)

### **PART 3 - EXECUTION**

Comply with the following Sections during all phases of this work:

Section 01560 Worker Protection  
Section 01562 Respiratory Protection

#### ***GENERAL***

Do not allow waste to accumulate. Move all waste to the transport container daily.

All waste is to be hauled by a waste hauler with all required licenses from all state and local authority with jurisdiction.

Load all asbestos-containing waste material in disposal bags or leak-tight drums in accordance with state and landfill regulations. Disposal of contaminated debris may be transported to the landfill in lined roll-off containers.

Protect interior of truck or dumpster with critical and primary barriers as described in Section 01526 Temporary Enclosures.

Carefully load containerized waste in fully enclosed dumpsters, trucks or other appropriate vehicles for transport. Exercise care before and during transport to insure that no unauthorized persons have access to the material.

Do not store containerized materials outside of the work area. Take containers from the work area directly to a sealed truck or asbestos designated dumpster.

Do not transport disposal bagged materials on open trucks. Label drums with same warning labels as bags. Uncontaminated drums may be reused. Treat drums that have been contaminated as asbestos-containing waste and dispose of in accordance with this specification.

Advise the landfill operator at least ten days in advance of transport, of the quantity of material to be delivered.

The landfill used must be approved by all governmental authorities having jurisdiction over waste disposal for the area where the landfill is located.

At disposal site unload containerized waste:

At a disposal site, sealed plastic bags may be carefully unloaded from the truck. If bags are broken or damaged, re-bag at disposal site using proper materials and worker protection. Clean entire truck, contents and breakage area using procedures set forth in Section 01711 Project Decontamination.

Retain receipts from landfill for materials disposed of.

Disposal shall be in strict accordance with the landfill regulations of the county or municipality used as the disposal site.

The Contractor shall be responsible for transporting the asbestos-containing materials in vehicles authorized for such. This includes authorization by truck rental companies.

At completion of hauling and disposal of each load submit copy of waste manifest, chain of custody form, and landfill receipt to the Owner. Documentation shall be in a form acceptable to regulatory authorities.

END OF SECTION 02084

## **SECTION 02085 - DISPOSAL OF LEAD-CONTAINING PAINT (LCP) WASTE MATERIAL**

### **PART 1 - GENERAL**

#### *RELATED DOCUMENTS*

Drawings and general provisions of Contract, including General and Supplementary Conditions and other Specification Sections, apply to work of this Section.

#### *DESCRIPTION OF THE WORK*

This Section describes the disposal of LCP materials. Disposal includes packaging of LCP waste materials. The landfill may request additional testing of the paint prior to acceptance of the demolition, debris, or other materials with potential LCP. If the landfill accepts the demolition debris as general C&D debris, it may be treated as general C&D debris.

### **PART 2 - PRODUCT**

Disposal Bags: Provide 6-mil thick leak-tight polyethylene bags labeled as required by 49 CFR Part 171. The material may be treated as general C&D debris if the landfill accepts the materials as general C&D debris.

### **PART 3 - EXECUTION**

Comply with the following Sections during all phases of this work:

Section 01560 Worker Protection  
Section 01562 Respiratory Protection

#### *GENERAL*

Do not allow waste to accumulate. Move all waste to the transport container daily.

All waste is to be hauled by a waste hauler with all required licenses from all state and local authority with jurisdiction.

Do not store containerized materials outside of the work area. Take containers from the work area directly to a sealed truck or designated secure LCP storage area.

Comply with all relevant State and Federal regulations concerning disposal of RCRA (Lead) waste if the material is determined to be a hazardous waste.

The landfill used must be approved by all governmental authorities having jurisdiction over waste disposal for the area where the landfill is located.

Comply with the required manifest system, submit the properly completed waste manifests to the designer within five days of disposal.

Retain receipts from landfill for materials disposed of.

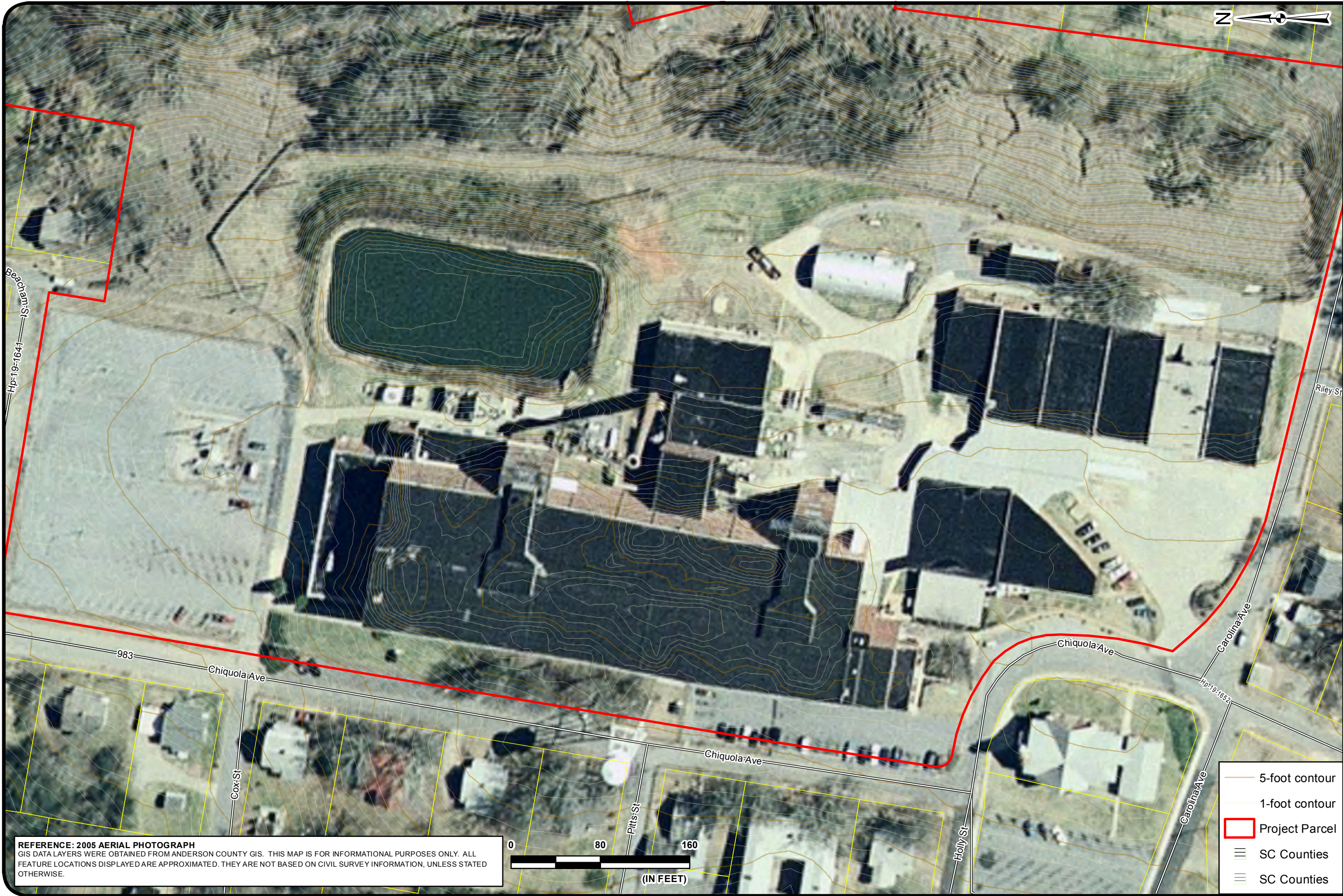
Disposal shall be in strict accordance with the landfill regulations of the county or municipality used as the disposal site.

If the material is a hazardous waste, it must be transported by a hazardous waste transporter who is appropriately licensed and disposed at an appropriately licensed disposal facility.

At completion of hauling and disposal of each load submit copy of waste manifest, chain of custody form, and landfill receipt to the Owner. Documentation shall be in a form acceptable to regulatory authorities.

END OF SECTION 02085





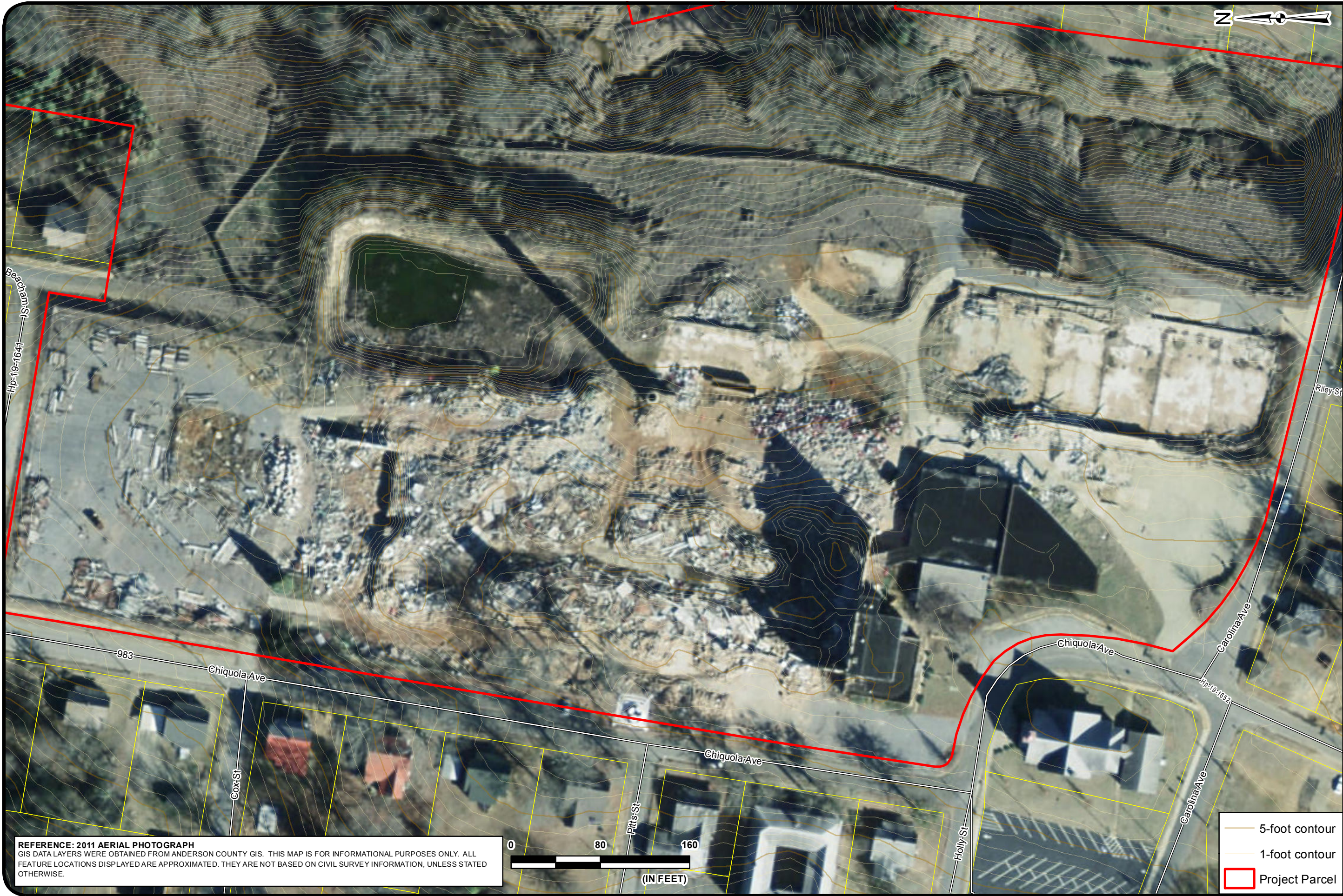
**REFERENCE: 2005 AERIAL PHOTOGRAPH**  
GIS DATA LAYERS WERE OBTAINED FROM ANDERSON COUNTY GIS. THIS MAP IS FOR INFORMATIONAL PURPOSES ONLY. ALL FEATURE LOCATIONS DISPLAYED ARE APPROXIMATED. THEY ARE NOT BASED ON CIVIL SURVEY INFORMATION, UNLESS STATED OTHERWISE.

0 80 160  
(IN FEET)

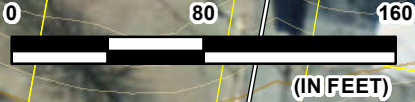
- 5-foot contour
- 1-foot contour
- Project Parcel
- SC Counties
- SC Counties

<b>S&amp;ME</b>		SCALE: 1" = 80'	DATE: 11-22-2016
MILL AREA: 2005 AERIAL Former Chiquola Mill Honea Path, South Carolina		PROJECT NO. 4335-16-212	DRAWN BY: DH
FIGURE NO. 1			





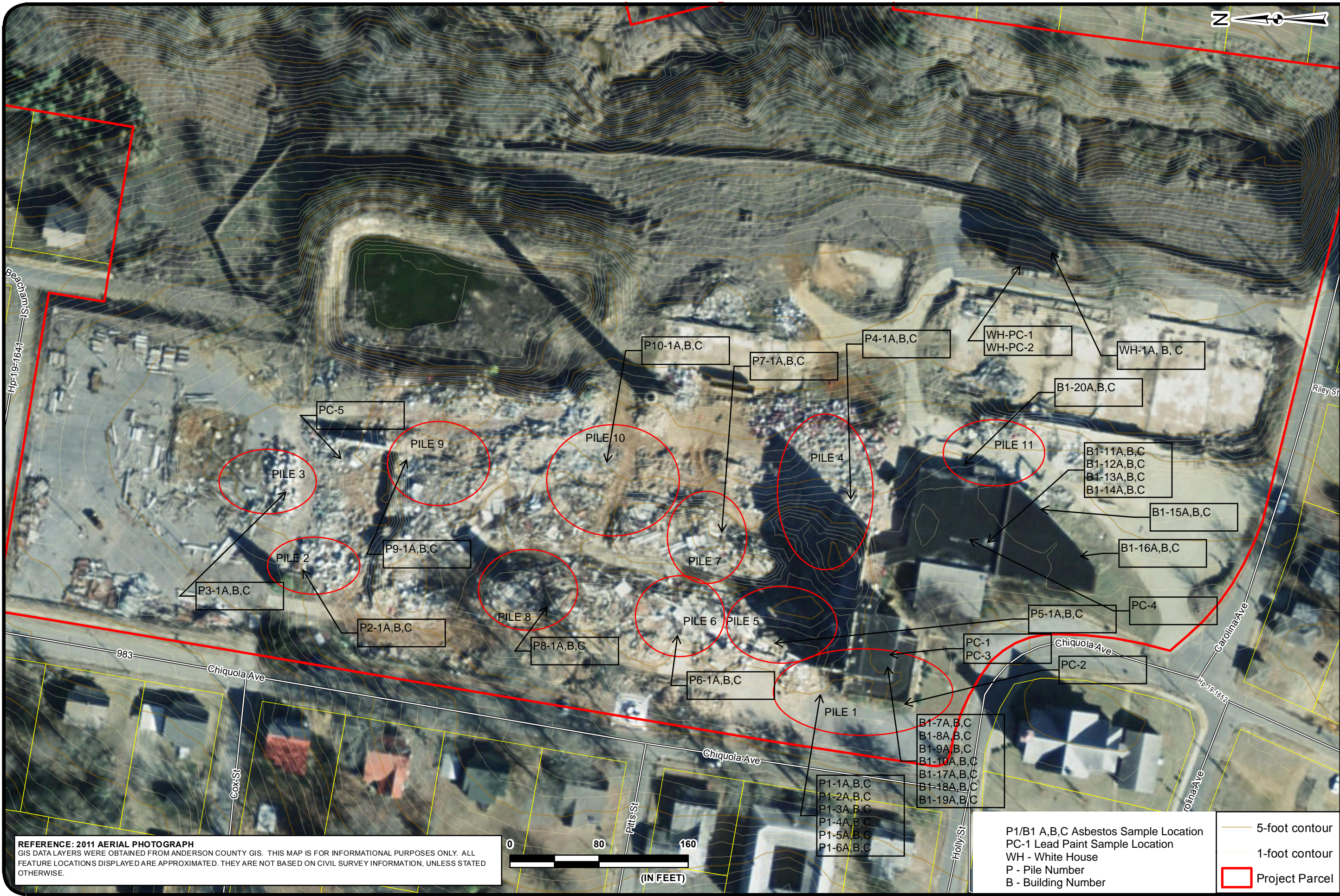
**REFERENCE: 2011 AERIAL PHOTOGRAPH**  
GIS DATA LAYERS WERE OBTAINED FROM ANDERSON COUNTY GIS. THIS MAP IS FOR INFORMATIONAL PURPOSES ONLY. ALL FEATURE LOCATIONS DISPLAYED ARE APPROXIMATED. THEY ARE NOT BASED ON CIVIL SURVEY INFORMATION, UNLESS STATED OTHERWISE.




- 5-foot contour
- 1-foot contour
- Project Parcel

<b>S&amp;ME</b>	DATE: 11-22-2016	DRAWN BY: DH
	SCALE: 1" = 80'	PROJECT NO: 4335-16-212
<b>MILL AREA: 2011 AERIAL</b> Former Chiquola Mill Honea Path, South Carolina		
FIGURE NO. <b>2</b>		





	DATE: 11-22-2016	DRAWN BY: DH/KH#
	SCALE: 1" = 80'	PROJECT NO: 4335-16-212
<b>SAMPLE LOCATION MAP</b> Former Chiquola Mill Honea Path, South Carolina		
FIGURE NO. <b>3</b>		



Town of Honea Path,  
South Carolina

APPENDIX

C

S&ME FOLLOW-UP ASBESTOS & LEAD-  
BASED PAINT ASSESSMENT REPORT



Follow-Up Asbestos & Lead-Based Paint  
Assessment Report  
Former Chiquola Mill  
410 Chiquola Avenue  
Honea Path, South Carolina  
S&ME Project No. 4335-16-212A

PREPARED FOR:

**Town of Honea Path**  
**204 South Main Street**  
**Honea Path, South Carolina 29654**

PREPARED BY:

**S&ME, Inc.**  
**9751 Southern Pine Boulevard**  
**Charlotte, North Carolina 28273**

**June 6, 2018**

Inspection Performed by:

**Sherman Woodson**  
**SCDHEC License MP-00120**  
**Inspection Date: April 24, 2018**



June 6, 2018

Town of Honea Path  
204 South Main Street  
Honea Path, South Carolina 29654

Attention: Mayor Earl Meyers

Reference: **Follow-Up Asbestos and Lead-Based Paint Assessment**  
Former Chiquola Mill  
Honea Path, South Carolina  
S&ME Project No. 4335-16-212A

Dear Mayor Meyers:

S&ME, Inc. (S&ME) is pleased to provide the enclosed report detailing the follow-up asbestos and lead-based paint assessment of the former Chiquola Mill located at 410 Chiquola Avenue in Honea Path, South Carolina. Our services consisted of a follow-up visit to observe the interior of the remaining structures and exterior debris piles at this site to identify asbestos-containing materials (ACMs) and lead-based paint (LBP) that may have not been observed in previous assessments at this site. The work was performed in general accordance with S&ME Proposal No. 43-1800006, dated January 4, 2018 and our Agreement for Services Form (AS-071).

S&ME appreciates this opportunity to provide our services to you. Please contact us at your convenience if there are questions regarding the information contained in this report.

Sincerely,

S&ME, Inc.

A handwritten signature in blue ink that reads "C. Mike Cashio".

Mike Cashio, CIH  
Principal Industrial Hygienist  
[mcashio@smeinc.com](mailto:mcashio@smeinc.com)

A handwritten signature in blue ink that reads "Sherman Woodson".

Sherman Woodson, CIH, CSP  
Senior Industrial Hygienist  
[swoodson@smeinc.com](mailto:swoodson@smeinc.com)



## Table of Contents

<b>Executive Summary .....</b>	<b>1</b>
Asbestos Findings.....	1
Lead-Based Paint Findings.....	1
<b>1.0 Introduction .....</b>	<b>2</b>
1.1 Asbestos Assessment .....	2
1.2 Lead-Based Paint Assessment .....	2
<b>2.0 Asbestos Assessment.....</b>	<b>3</b>
2.1 Sampling and Analysis.....	3
Polarized Light Microscopy (PLM).....	3
Transmission Electron Microscopy (TEM).....	3
2.2 Assessment .....	3
2.3 Findings and Results.....	4
<b>3.0 Lead-Based Paint Assessment .....</b>	<b>4</b>
3.1 Investigative Procedures .....	4
3.2 Findings and Results.....	5
<b>4.0 Conclusions and Recommendations .....</b>	<b>5</b>
<b>5.0 Assumptions and Limitations .....</b>	<b>5</b>

## Appendices

Appendix I – Table 1 – Asbestos Results Summary
Appendix II – Table 2 - XRF Lead-Based Paint Readings Summary
Appendix III – Photo Log
Appendix IV – Asbestos Laboratory Reports
Appendix V – Copy of Inspector’s License



## Executive Summary

On April 24, 2018, S&ME conducted a follow-up asbestos and lead-based paint assessment of the remaining structures and debris piles located at the former Chiquola Mill, 410 Chiquola Avenue in Honea Path, Anderson County, South Carolina. This Executive Summary is intended as an overview for the convenience of the reader. The complete report must be reviewed in its entirety prior to making decisions regarding this site.

Previous asbestos and lead-based paint assessments have been performed at the referenced site. Specifically, S&ME performed an asbestos assessment (report December 6, 2016) and lead based paint assessment (report date December 6, 2016) for The National Foundation for Care of the Indigent and Elderly. Previous assessments and/or sampling have been performed by ECS and the South Carolina Department of Health and Environmental Control (SCDHEC). The purpose of this follow-up assessment was to determine if additional suspect asbestos-containing materials or painted materials need to be sampled prior to the preparation of a project design for the removal of the asbestos-containing materials in the remaining structures and debris at the site.

## Asbestos Findings

Asbestos-containing materials (ACMs) are defined by the Environmental Protection Agency (EPA) and SCDHEC as having greater than one percent (> 1%) asbestos content.

The following material was confirmed as an ACM in this follow-up assessment:

- Black mastic on concrete in Pile #10.

Previously identified ACM's at the site include:

- Roofing materials in Debris Piles #7, #10, and #17 (ECS, 2012),
- Black layer in Debris Pile #18 (ECS, 2012),
- White, Gray, Tan Floor Tile (3 layers) and black mastic on lower level of multi-story building (ECS, 2012),
- Black tar on bricks/concrete in Debris Piles #4 and #7 (ECS, 2012),
- Black mastic on concrete slab in two debris piles (DHEC, 2015),
- Roofing tar in debris pile (DHEC, 2015),
- Floor tile/mastic in multi-story building (S&ME, 2016),
- Window caulk on multi-story building (S&ME, 2016),
- Black mastic on pipe insulation in multi-story building (S&ME, 2016),
- Mastic/caulk on exterior brick of multi-story building (S&ME, 2016).

Other building materials containing less than 1% asbestos were also identified by S&ME in 2016 including roofing on the multi-story building and roofing materials in debris piles.

## Lead-Based Paint Findings

Painted surfaces throughout the interior of the structure and debris piles were analyzed for lead content. Painted surfaces that exceed the SCDHEC disposal criteria of 0.7 milligrams per square centimeter (mg/cm<sup>2</sup>) are considered to be lead-based paint/glaze for the purpose of this assessment. No additional building materials



were identified as having lead content greater than 0.7 mg/cm<sup>2</sup>. Previously identified green paint with a lead content of 1.1% (in Pile 3) was visually observed to be present in the other existing piles on the site (1, 2, 4, 5, 6, 7, 8, 9, and 10).

This summary is for convenience only and should not be relied upon without first reading the full contents of this report, including the appended materials.

## 1.0 Introduction

S&ME performed a follow-up asbestos and lead-based paint assessment of the former Chiquola Mill located at 410 Chiquola Avenue in Honea Path, South Carolina. S&ME performed the assessment on April 24, 2018. Sample locations from debris piles can be referenced on the sample location figure included in the previous December 6, 2016 asbestos report. A photo log of materials sampled or tested in the current assessment is included in Appendix III.

### 1.1 Asbestos Assessment

The asbestos assessment was conducted to assess, sample, and identify ACMs that may be disturbed as part of the proposed property transaction and possible future renovation/demolition activities, in accordance with regulatory requirements. Demolition and renovation activities in public and commercial buildings are regulated by the Occupational Safety and Health Administration (OSHA), EPA, and SCDHEC. The EPA and SCDHEC require asbestos assessments, conducted by licensed individuals, prior to renovation and/or demolition projects. Code 40 of Federal Regulations Part 61, Subpart M, Final Rule, National Emissions Standards for Hazardous Air Pollutants (NESHAP) and SCDHEC Regulation 61-86.1 require asbestos assessments, followed by the proper removal, and disposal of ACM that will be affected by renovation or demolition. The identification of ACMs will aid in the prevention of occupational exposures and/or environmental releases of airborne asbestos. Identification of ACM is also required by OSHA 1926.1101. The EPA, OSHA, and SCDHEC define ACM as materials containing greater than one (1) percent asbestos in a representative sample. However, OSHA also regulates materials containing less than or equal to one percent asbestos.

The following sections describe the assessment procedures used, results of the suspect ACMs sampled and analyzed, and conclusions and recommendations regarding the subject area as related to ACMs, if identified.

### 1.2 Lead-Based Paint Assessment

The purpose of the lead-based paint assessment was to identify observable lead-based paint coatings and glazes associated with the facility which may be adversely affected by future demolition activities. The identification of these materials will aid in the compliance with occupational exposure (OSHA) standard 29 CFR 1926.62 (Lead in Construction) and/or environmental releases of airborne lead dust and also provide information to facilitate proper disposal of lead-based paint coated components and debris in accordance with the SCDHEC and EPA.



## 2.0 Asbestos Assessment

### 2.1 Sampling and Analysis

The assessment was performed by observing and sampling suspect ACMs associated with the interior and exterior of the referenced area. The possibility exists that suspect materials were undetected in inaccessible areas such as wall voids and within debris piles. If additional suspect ACMs not identified in this report are discovered during destructive activities, bulk samples must be collected by a SCDHEC licensed inspector and analyzed for asbestos content prior to disturbance or disposal of the suspect materials.

A sampling strategy was developed to provide representative samples in accordance with SCDHEC and EPA. Bulk samples of suspect ACMs were collected by a SCDHEC licensed inspector. The bulk samples were then recorded on a chain of custody record and submitted to S&ME in Charlotte, North Carolina for analysis by PLM and to EMSL in Charlotte, North Carolina for TEM analysis for those non-friable organically bound materials reported negative via PLM. S&ME and EMSL are accredited by the National Voluntary Laboratory Accreditation Program (NVLAP), which is administered by the National Institute of Standards and Technology.

#### *Polarized Light Microscopy (PLM)*

The suspect materials were analyzed by trained microscopists using PLM techniques coupled with dispersion staining in accordance with EPA Test Method Title 40 Code of Federal Regulations, Chapter I (1-1-87 edition), Part 763, Subpart F-APPENDIX A. This method identifies asbestos mineral fibers based on six optical characteristics: morphology, birefringence, refractive index, extinction angle, sign of elongation and dispersion staining colors. The laboratory analysis reports the specific type of asbestos identified (there are six asbestos minerals) and the percentage of asbestos present.

#### *Transmission Electron Microscopy (TEM)*

Suspect non-friable organically bound materials, exhibiting negative results via PLM analysis, were analyzed by trained microscopists by TEM using EPA 600 Method in accordance with ASTM E2356. Typical examples of this material include, but are not limited to floor tiles, mastic adhesives, sheet floorings (linoleum), roofing materials, glazing, caulking, duct mastics, and cove base mastics.

### 2.2 Assessment

The sampled materials were assessed based on condition (good, fair or poor) and potential for disturbance due to the scheduled renovation/demolition. The sampled materials were also categorized based on the EPA's National Emission Standards for Hazardous Air Pollutants (NESHAP) regulation categories. Friable ACM is classified as an ACM that can be crumbled to a powder by moderate hand pressure. Non-friable ACM is classified as either Category I Non-friable ACM or Category II Non-friable ACM. Category I and Category II Non-friable ACM are distinguished from each other by their fiber release potential when damaged. Generally, Category I Non-friable ACM, which by definition includes intact ACM roofing materials, gaskets, packing, resilient floor coverings and floor mastics, is less likely to become friable and release fibers in a damaged state. Category II Non-friable ACM include all other non-friable ACM excluding Category I that have a high probability of being rendered friable during removal activities or demolition. All Friable ACM, Category I Non-friable ACM that has become friable, Category I Non-friable ACM that will be or has been subjected to sanding, grinding, cutting or abrading, or



Category II Non-friable ACM that has a high probability of becoming or has become crumbled, pulverized, or reduced to powder by the forces expected to act on the material in the course of demolition or renovation operations are considered to be a Regulated Asbestos-Containing Material (RACM).

## 2.3 Findings and Results

The EPA and SCDHEC define materials as asbestos-containing when an asbestos content of greater than one percent (>1%) is detected in a representative sample. A total of 6 additional samples of suspect ACMs were collected from the debris piles. The black mastic on concrete in Pile 10 was confirmed as an ACM. One additional material was sampled (levelling compound with gray coating in Pile 9) and asbestos was not identified.

Table 1, located in Appendix I, summarizes the sample number, location, type of material tested, approximate quantity of the material sampled, condition of the material, and corresponding result for each sample. The laboratory reports are attached in Appendix IV.

As noted earlier in the introduction, previously identified ACM's include:

- Roofing materials in Debris Piles #7, #10, and #17 (ECS, 2012),
- Black layer in Debris Pile #18 (ECS, 2012),
- White, Gray, Tan Floor Tile (3 layers) and black mastic on lower level of multi-story building (ECS, 2012),
- Black tar on bricks/concrete in Debris Piles #4 and #7 (ECS, 2012),
- Black mastic on concrete slab in two debris piles (DHEC, 2015),
- Roofing tar in debris pile (DHEC, 2015),
- Floor tile/mastic in multi-story building (S&ME, 2016),
- Window caulk on multi-story building (S&ME, 2016),
- Black mastic on pipe insulation in multi-story building (S&ME, 2016),
- Mastic/caulk on exterior brick of multi-story building (S&ME, 2016).

Other building materials containing less than 1% asbestos were also identified by S&ME in 2016 including roofing on the multi-story building and roofing materials in debris piles.

## 3.0 Lead-Based Paint Assessment

### 3.1 Investigative Procedures

The lead-based paint assessment was conducted for compliance with the SCDHEC limit of 0.7 milligrams (mg) of lead per square centimeter (cm<sup>2</sup>) of painted surface for lead-based paint coated waste. The SCDHEC defines lead-based paint as a coating/glaze containing lead in quantities  $\geq 0.7$  mg/cm<sup>2</sup>. Any coated surfaces/glaze meeting or exceeding the SCDHEC limit of 0.7 mg/cm<sup>2</sup> were considered lead-based paint for the purpose of this assessment.

OSHA does not recognize a threshold level of lead for definition purposes, only the presence or absence of lead. The current OSHA regulations recognize an airborne action level of thirty micrograms of lead per cubic meter of air (30 µg/m<sup>3</sup>) during an eight-hour day and a permissible exposure level of fifty micrograms per cubic meter (50 µg/m<sup>3</sup>).





A total of 6 additional building components and surfaces were analyzed utilizing a Niton XRF Lead Analyzer. The suspect painted finishes were selected based on the color of the topcoat and the underlying paint layers and/or the substrate on which it was applied. The possibility exists that lead-based paint finishes are present in inaccessible areas not tested such as pipe chases, wall voids, etc.

### **3.2 Findings and Results**

No additional painted/glazing components that contain a lead concentration meeting the SCDHEC disposal limit of 0.7 mg/cm<sup>2</sup> via XRF technology were identified during this assessment. However, previously identified green paint that was identified in Pile 3 was visually observed in the remaining debris piles (1, 2, 4, 5, 6, 7, 8, 9, and 10).

A summary of the XRF readings is provided in Appendix II. The XRF summary provides the sample numbers, sample location, component, substrate, paint color, condition, and results.

## **4.0 Conclusions and Recommendations**

The follow-up asbestos and lead-based paint assessment conducted was to determine if additional ACM's and LBP were present on the site. These results will be included with previous assessment results to prepare the project design for the removal of identified ACM's and LBP from the remaining structures and debris piles at the site. See the previous S&ME reports for recommendations for disposal of identified ACM's and LBP.

## **5.0 Assumptions and Limitations**

This report is provided for the sole use of the Client. Use of this report by any other parties will be at such party's sole risk, and S&ME disclaims liability for any such use or reliance by third parties. The results presented in this report are indicative of conditions only during the time of the sampling period and of the specific areas referenced. Under no circumstances is this report to be used as a bidding document, or as a project design or specification.

S&ME performed the services in accordance with generally accepted practices of reputable environmental consultants undertaking similar studies at the same time and in the same geographical area. S&ME has endeavored to meet this standard of care. No other warranty, expressed or implied, is intended or made with respect to this report or S&ME's services. Users of this report should consider the scope and limitations related to these services when developing opinions as to risks associated with the site. Additional limitations to our assessment are as follows:

- Additional suspect ACMs may be present in inaccessible locations such as in the wall voids, under debris piles, unsafe roofing, or pipe chases. Consequently, if additional suspect materials are discovered during future renovation activities, bulk samples must be collected and analyzed for asbestos content prior to their disturbance.

## **Appendices**

## **Appendix I – Table 1 – Asbestos Results Summary**



Table 1  
Asbestos Results Summary

Former Chiquola Mill  
Honea Path, South Carolina  
S&ME Project No. 4335-16-212A

Sample Number	Sample Description	Location	Analytical Results	Friable / Non-Friable	Current Condition	Potential for Disturbance	Estimated Quantity
A1	Black Mastic On Concrete	Debris Pile 10	3% Chrysotile	Non-Friable	Damaged	Potential for Disturbance	Unknown
A2							
A3							
B4	Levelling Compound with Gray Coating	Debris Pile 9	NAD	Friable/Non-Friable	Damaged	Potential for Disturbance	Unknown
B5							
B6							
NOTES: 1) Quantities listed above are estimates to be used for inspection purposes only. 2) Samples shown in bold are designated as asbestos-containing materials (ACMs). 3) Sampled by Sherman Woodson, SCDHEC License No. MP-00120.							
NAD - No Asbestos Detected						SF - square feet	
PLM - Samples analyzed by Polarized Light Microscopy.						LF - linear feet	
TEM - Samples analyzed by Transmission Electron Microscopy						CF - cubic feet	
PACM - Presumed Asbestos Containing Material							

## **Appendix II– Table 2 - XRF Lead-Based Paint Readings Summary**



**Table 2**  
**Summary of Paint Results**

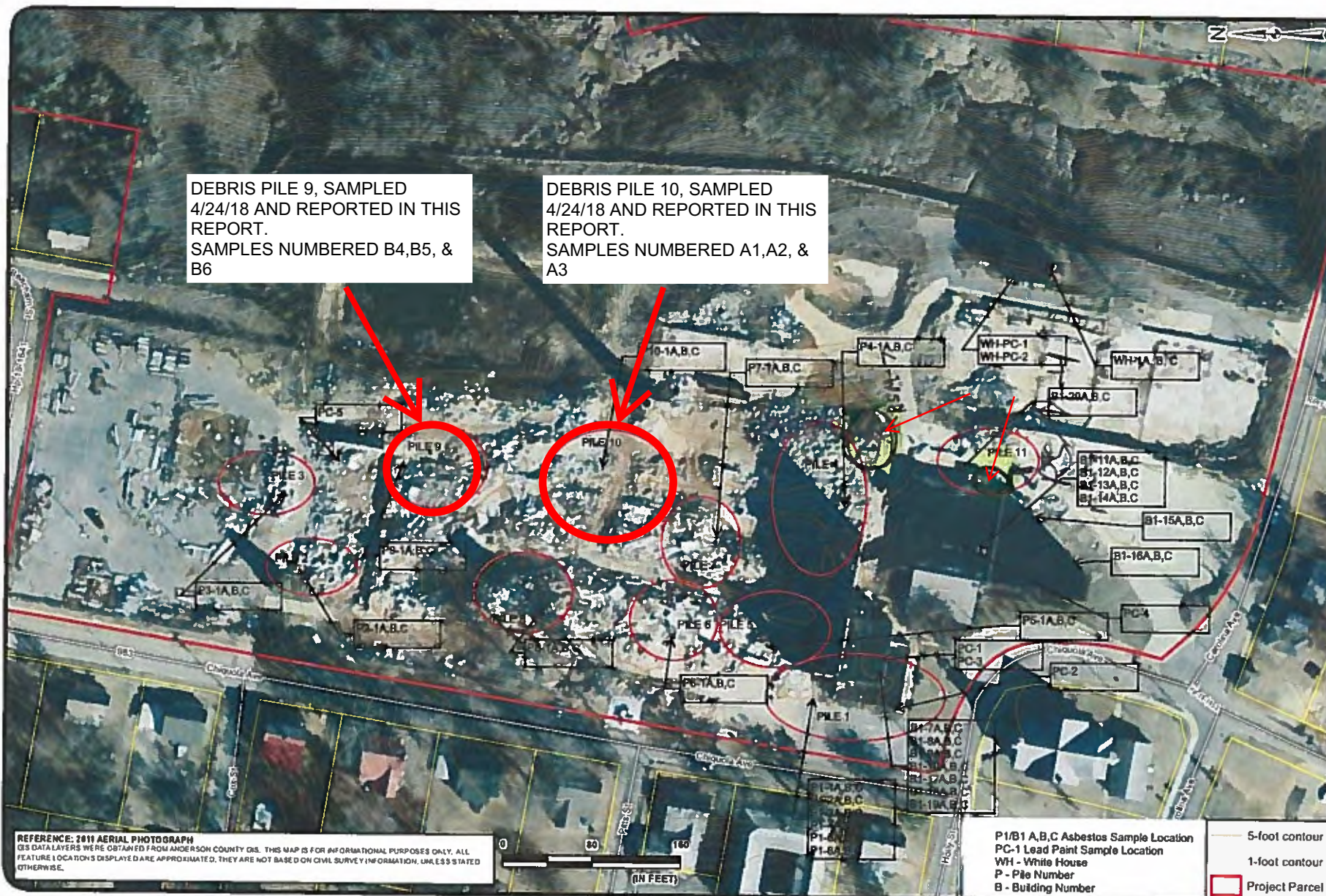
**Former Chiquola Mill**  
**Honea Path, South Carolina**  
**Thermo Scientific XRF XLp - Serial #98290**  
**S&ME Project No. 4335-16-212A**

<b>Number</b>	<b>Location</b>	<b>Substrate</b>	<b>Source</b>	<b>Feature</b>	<b>Color</b>	<b>Lead (mg/cm<sup>2</sup>)</b>
	Calibrate					1.0
1	Multi-Story Structure	Wood	Wall		Green	< 0.1
2	Multi-Story Structure	Wood	Wall	Trim	White	< 0.1
3	Multi-Story Structure	Brick	Wall		Beige	< 0.1
4	Pile 10	Concrete	Debris		Black	< 0.1
5	Pile 6	Concrete	Debris		White	< 0.1
6	Pile 6	Cardboard	Debris		Red	< 0.1
7	Calibrate					1.0

**Note: Bold designation denotes identified lead-based paint/glaze.**

## **Appendix III – Photo Log**





DEBRIS PILE 9, SAMPLED  
4/24/18 AND REPORTED IN THIS  
REPORT.  
SAMPLES NUMBERED B4,B5, &  
B6

DEBRIS PILE 10, SAMPLED  
4/24/18 AND REPORTED IN THIS  
REPORT.  
SAMPLES NUMBERED A1,A2, &  
A3

REFERENCE: 2011 AERIAL PHOTOGRAPH  
GIS DATA LAYERS WERE OBTAINED FROM ANDERSON COUNTY GIS. THIS MAP IS FOR INFORMATIONAL PURPOSES ONLY. ALL  
FEATURE LOCATIONS DISPLAYED ARE APPROXIMATED, THEY ARE NOT BASED ON CIVIL SURVEY INFORMATION, UNLESS STATED  
OTHERWISE.



P1/B1 A,B,C Asbestos Sample Location  
PC-1 Lead Paint Sample Location  
WH - White House  
P - Pile Number  
B - Building Number

5-foot contour  
1-foot contour  
Project Parcel

	DATE: 11-22-2016
	DRAWN BY: DH/KH#
SCALE: 1" = 80'	PROJECT NO. 4335-16-212
<b>SAMPLE LOCATION MAP</b> Former Chicadea Mill Honea Path, South Carolina	
FIGURE NO. <b>2</b>	





**1** Black mastic on concrete in Debris Pile 10. This material is an ACM. It was also tested for lead and determined not to be LBP.



**2** Levelling compound with gray coating near Debris Pile 9. This material does not contain asbestos.



**3** Red paint on cardboard drum in Debris Pile 6. This material is not an LBP



**4** Various painted components from debris piles that are not LBP.

**Chiquola Mill**  
**410 Chiquola Avenue**  
**Honea Path, South Carolina**

S&ME Project # 4335-16-212A

Taken by: Josh Garrison

Date Taken: 4/24/2018

## **Appendix IV – Asbestos Laboratory Reports**



## EMSL Analytical, Inc.

10801 Southern Loop Blvd Pineville, NC 28134

Tel/Fax: (704) 525-2205 / (704) 525-2382

<http://www.EMSL.com> / [charlottelab@emsl.com](mailto:charlottelab@emsl.com)

**EMSL Order:** 411803345

**Customer ID:** SMEI54

**Customer PO:**

**Project ID:**

**Attention:** Jane Wasilewski  
S&ME, Inc.  
9771D Southern Pine Blvd.  
Charlotte, NC 28273

**Phone:** (704) 940-1830  
**Fax:** (704) 565-4929  
**Received Date:** 04/27/2018 12:30 PM  
**Analysis Date:** 04/28/2018  
**Collected Date:**

**Project:** 4335-16-212A

### Test Report: Asbestos Analysis of Non-Friable Organically Bound Materials by TEM via EPA/600/R-93/116 Section 2.5.5.1

Sample ID	Description	Appearance	% Matrix Material	% Non-Asbestos Fibers	Asbestos Types
B3 411803345-0001	Grey Coating	Gray Non-Fibrous Heterogeneous	100	None	No Asbestos Detected

Analyst(s)

Aaron Hartley (1)

Lee Plumley, Laboratory Manager  
or other approved signatory

This laboratory is not responsible for % asbestos in total sample when the residue only is submitted for analysis. The above report relates only to the items tested. This report may not be reproduced, except in full, without written approval by EMSL Analytical, Inc. Samples received in good condition unless otherwise noted. Unless requested by the client, building materials manufactured with multiple layers (i.e. linoleum, wallboard, etc.) are reported as a single sample.

Samples analyzed by EMSL Analytical, Inc. Pineville, NC

Initial report from: 04/30/2018 08:55:23

## **Appendix V – Copy of Inspector's License**

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# SCDHEC ISSUED

## Asbestos ID Card

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**Sherman Woodson**



Expiration Date

<b>AIRSAMPLER</b>	<b>AS-00143</b>	<b>06/08/18</b>
<b>CONSULTPD</b>	<b>PD-00091</b>	<b>06/09/18</b>
<b>CONSULTMP</b>	<b>MP-00120</b>	<b>06/07/18</b>

Town of Honea Path,  
South Carolina

APPENDIX

D

APPLIED BUILDING SCIENCE  
STRUCTURAL EVALUATION  
CHIQUELA MILL BUILDINGS



# APPLIED BUILDING SCIENCES

Email: [gail.jeter@cardno.com](mailto:gail.jeter@cardno.com)

December 18, 2018

Ms. Gails Rawls Jeter  
Brownsfields Specialist  
Government and Infrastructure  
Mid-Atlantic Region, Cardno, Inc.  
1812 Lincoln Street, Suite 301  
Columbia, South Carolina 29201

**Re: Structural Evaluation  
Chiquola Mill Buildings  
410 Chiquola Avenue  
Honea Path, South Carolina  
ABS Project Number: 650.18031**

Dear Ms. Jeter:

Pursuant our October 1, 2018, signed Work Authorization Sheet for Engineering Consulting Services agreement, Applied Building Sciences, Inc., (ABS) performed an on-site non-destructive visual survey of the accessible structural components within the remaining Chiquola Mill buildings located at 410 Chiquola Avenue, Honea Path, South Carolina. Specifically, ABS was requested to determine if the remaining portions of buildings are safe for abatement and removal of asbestos materials. For the areas which are not deemed safe for abatement operations, general shoring recommendations are provided. The following report is a summary of our findings.

## PROCEDURES

On October 17, 2018, Mr. Ashley R. Avery, MSCE, P.E., and Ms. Laura Bolduc, MSCE, P.E., of ABS conducted a site visit to survey the subject property. Mr. Mark Berenbrok, Project Manager, Brownsfield and Dry Cleaning Program, S.C. Department of Health & Environmental Control (DHEC), met ABS on-site. Scott Reynolds, Senior Scientist, SC DHEC, and Uwe Klauck, UAS Coordinator, SC DHEC, were also on-site capturing drone footage of the property. Mayor Earl Meyers was present during a portion of ABS's site visit and provided historical background information. At that time, the following tasks were completed:

- The above-grade, accessible portions of the remaining structures were visually surveyed and photographed. The photographs will be retained in ABS project file

for future reference as needed and are available upon request. Selected photographs are included in this report.

- Field notes were prepared.

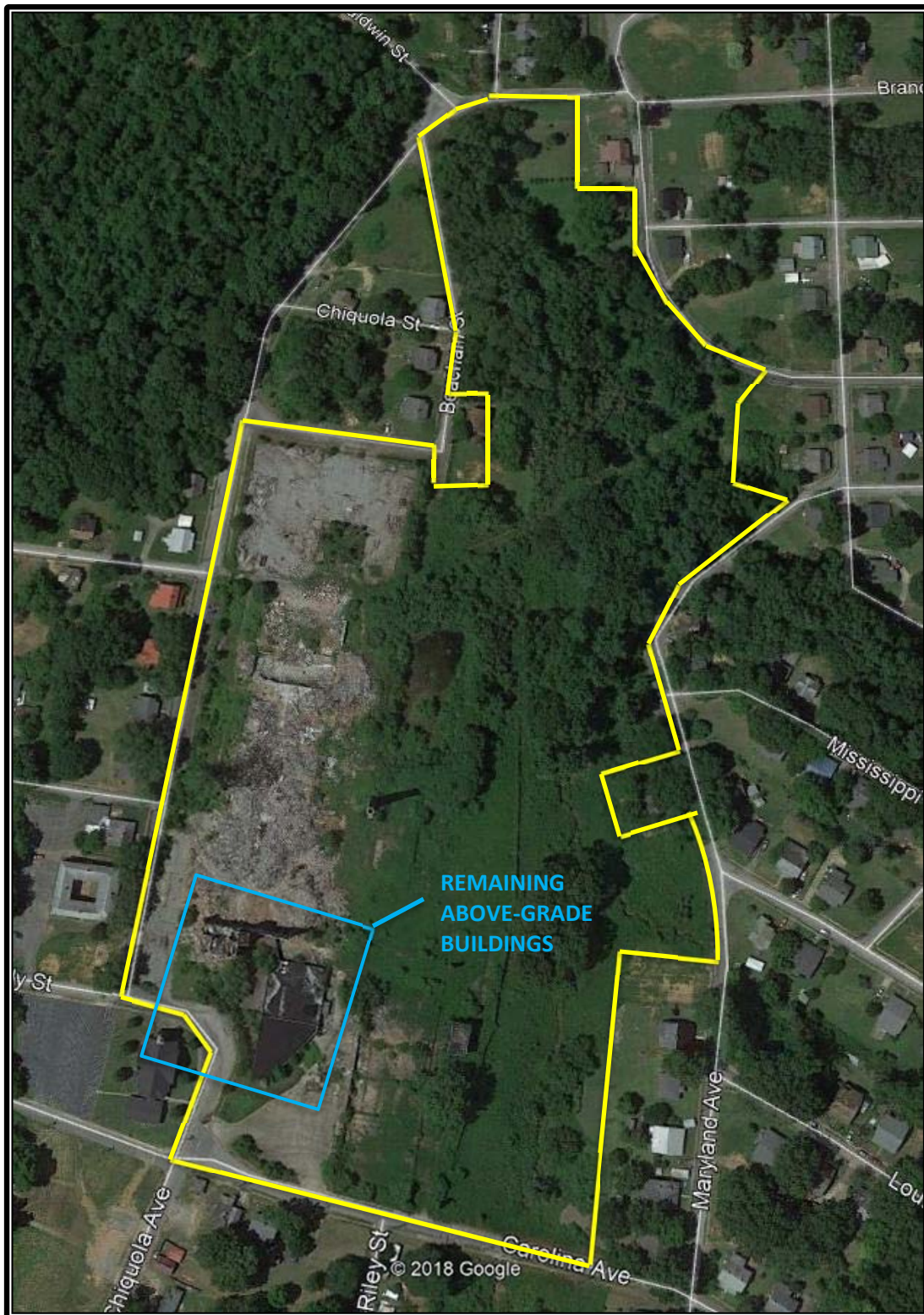
As part of the requested investigation, ABS reviewed applicable sections of the following documents, websites, codes, and standards including:

- Historical aerial images of the subject property obtained from Google Earth™ mapping program.
- Anderson County, South Carolina property website.
- South Carolina Department of Labor, Licensing and Regulation website.
- 371 files (.jpg and .mp4) containing drone footage of the site captured by DHEC on October 17, 2018.
- 26 images of “Chiquola Manufacturing Company” survey drawings prepared by L.W. Saunders dated April 15, 1954.
- 3 undated images of the Chiquola Mill property provided by Mark Berenbrok.

## PROPERTY DESCRIPTION AND BACKGROUND

According to the Anderson County, South Carolina property website, the Town of Honea Path owns 21.60 acres where the Chiquola Mill buildings are situated. **Photo 1** provides aerial view of the subject property in its current condition. In order to evaluate the progression of demolition at the subject property, ABS reviewed historical imagery, courtesy of Google Earth®. Historical imagery shows an expansive complex of buildings and pond on the property up to mid-2006 as depicted in **Photo 2**. Historical imagery indicates somewhere between June 4, 2006 and March 31, 2008 several buildings had been demolished. Demolition efforts continued for several more years. The historical image captured on November 25, 2012 shows substantial similarities to the structures that remained at the time of ABS’ site visit. It is reasonable to consider that demolition efforts at the Chiquola Mill property occurred between June 4, 2006 and November 25, 2012 and have not advanced since that time. ABS has been advised that the demolition efforts were ceased due to concerns regarding the means of the demolition contractor’s efforts and the possible presence of asbestos within the existing structure’s material components.





**Photo 1:** Aerial view highlighting subject property and ABS area of focus. Background image courtesy Google Earth® dated June 3, 2018.

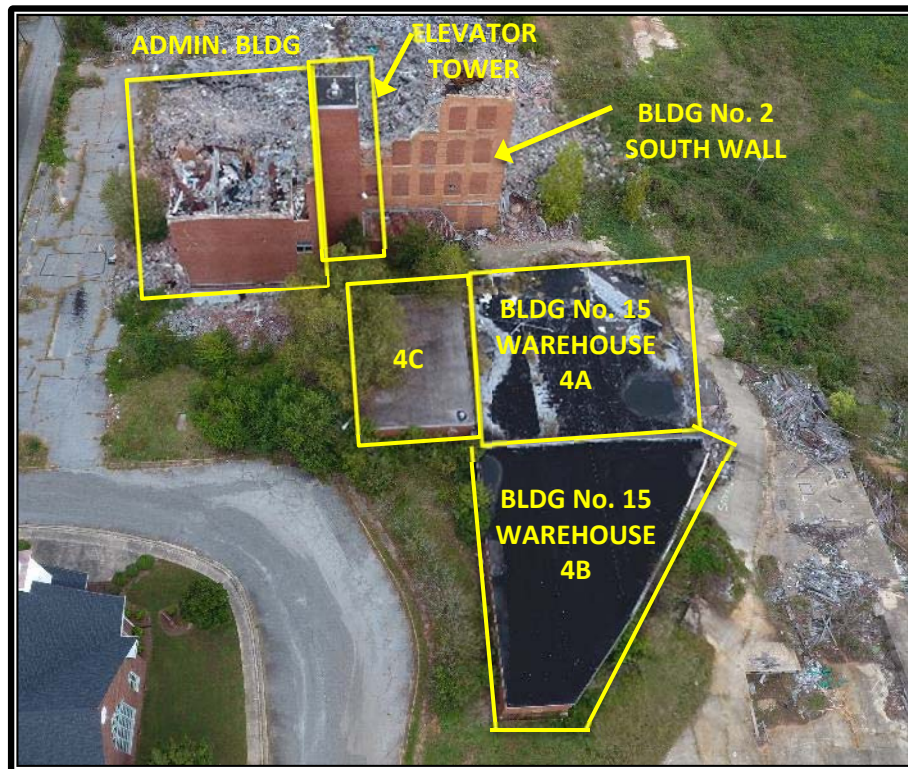


**Photo 2:** Historical image of subject property dated June 14, 2005 (image courtesy Google Earth®).

The above-grade portion of the remaining buildings are generally located in the southwest portion of the property as provided and labeled by **Photo 3**. According to the 1954 survey drawings, Building No. 15, Warehouse 4A was built in 1909 and Warehouse 4B was built in 1932. At the time of the survey, 4C was not constructed. ABS has been advised that the partially demolished four-story structure was the Administration Building and constructed in the 1960s. The construction of the elevator tower appears to be of similar age and construction as the Administration Building. There is a portion of the Building No. 2 south wall present. Historical imagery of these buildings is provided by **Photo 4** and **Photo 5**. These images show multiple buildings and docks that tied into the remaining structures. The warehouse buildings are single-story structures constructed on a concrete slab-on-grade that have low sloped roof configurations with built-up roofing assemblies.



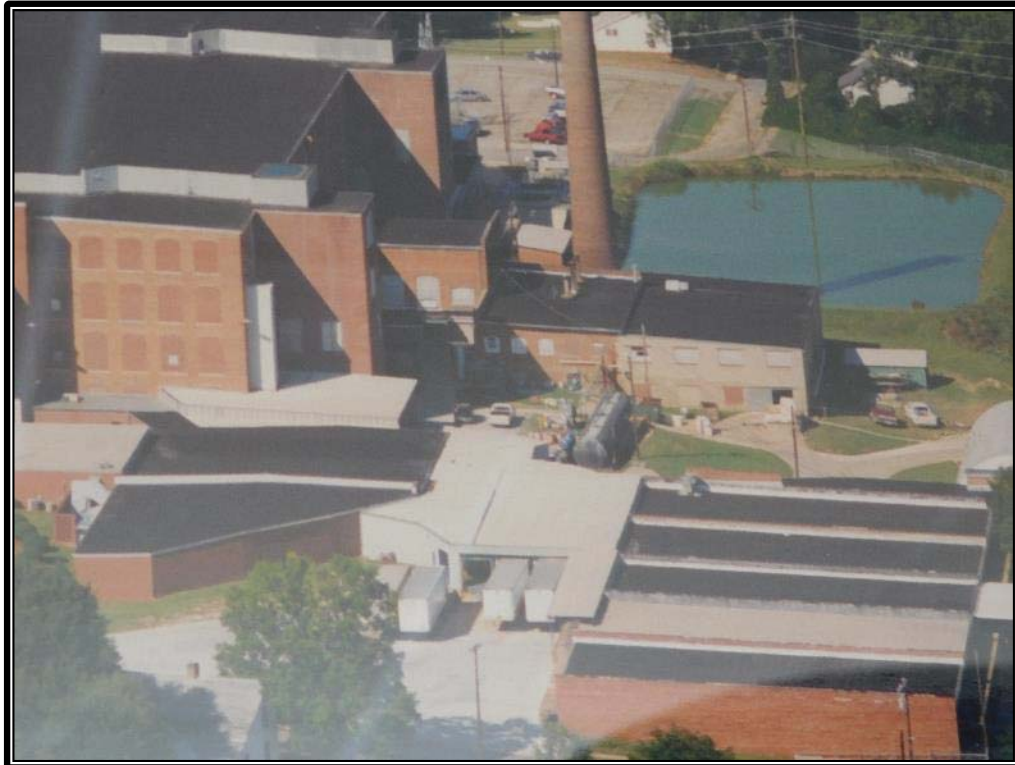
Warehouses 4A and 4B consists of wood columns, wood beams, and brick masonry mass walls supporting a wood deck. Warehouse 4C consists of concrete masonry unit (CMU) walls with open-web steel joists and a corrugated metal roof deck. The Administration Building is a four-story structure, which is comprised of steel framing within its core and brick masonry mass walls around its perimeter, that contains offices and has a single stairwell at the east side of the building. The elevator tower serviced Building No. 2 which extended north from the building remnants.



**Photo 3:** Drone image showing remaining above ground structures (image courtesy DHEC).



**Photo 4:** Undated photograph of Administration Building, elevator tower, Building No. 15, Warehouse 4 and adjoining buildings (image courtesy of DHEC).



**Photo 5:** Undated photograph of Building No. 15, Warehouse 4 and adjoining buildings (image courtesy of DHEC).

## OBSERVATIONS AND ANALYSIS

### ADMINISTRATION BUILDING

1. The administration building consists of steel beams with concrete floor assemblies on metal deck which is supported by a centrally located isolated steel column and exterior load-bearing masonry walls. Additionally, there were infill CMU walls within the building. It is unknown if the elevator tower is isolated from the south wall of Building No. 2 or if they are structurally attached.
2. At the time of ABS' site survey, the roof and portions of the 3<sup>rd</sup> and 4<sup>th</sup> floor framing had been removed from the building. **Photo 6** and **Photo 7** provide representative views of the extent of demolition and the current state of the building.
3. There were unsupported steel frames, partially detached and hanging metal decking with concrete floor slabs, and loose hanging debris as shown in **Photo 8**. These conditions render these levels unsafe for abatement.
4. The steel framing within the Administration Building exhibited corrosion from long-term moisture exposure. Material section loss associated with the corrosion was minimal on the main steel framing members (**Photo 9**).
5. Isolated locations of corrosion were observed on the metal decking at penetrations.
6. The stairs consist of metal stringers, pans, and steps (**Photo 10** and **Photo 11**). All components including the hanger connections exhibit corrosion. The corrosion on the ground to second floor stair connections are severe and the stairs will require shoring at this level for abatement.
7. ABS observed no evidence of cracking, shifting and/or displacement within the second- and third-floor framing members and connections.





**Photo 6:** Condition of Administration Building upper level (image courtesy DHEC).



**Photo 7:** Unstable metal framing and hanging concrete and metal deck from fourth level.



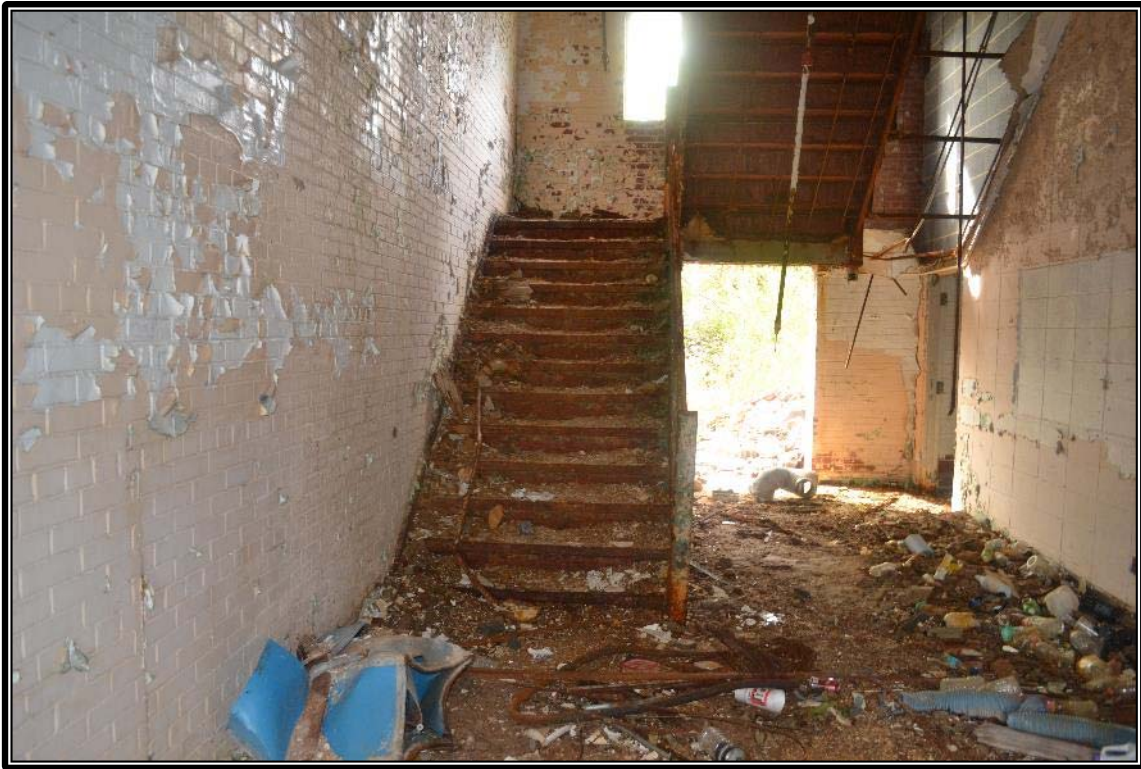


**Photo 8:** Hanging debris at third level of Administration Building.



**Photo 9:** Typical steel framing on first and second level of Administration Building.





**Photo 10:** First level stairs.



**Photo 11:** Corroded connection at first level landing stairwell.



### **ELEVATOR TOWER**

8. **Photo 12** provides a view of the elevator tower. The elevator tower consists of mass masonry walls with steel beams supporting a concrete slab above the top level to support the elevator equipment.
9. At the time of ABS' site visit, the two sides and rear of the elevator tower were intact. The north elevation was open above the second level.
10. There is unsupported brick masonry at the penthouse level / elevator equipment area that presents a falling debris hazard (**Photo 13**). The side walls at this level exhibit cracking. Should access be required into this level for abatement, ABS' recommends shoring the roof and removal of north elevation hanging brick.
11. Within the main lower level walls of the elevator tower, no evidence of structural distress preventing abatement was observed.



**Photo 12:** Overview of elevator tower looking south.



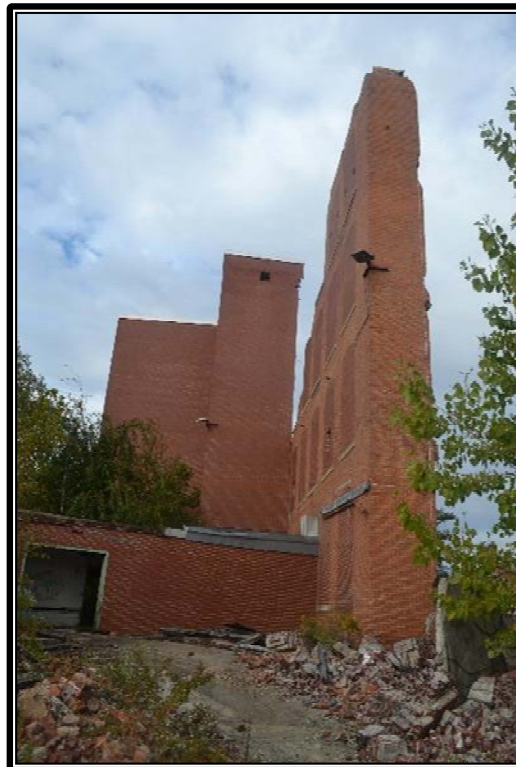
**Photo 13:** Unsupported brick masonry on north elevation of elevator tower.

#### **BUILDING NO. 2, SOUTH WALL**

12. The south wall of Building No. 2 consists of multiple wythes of brick masonry with brick pilasters integrated into the walls (**Photo 14** and **Photo 15**).
13. The wall was reasonably plumb with no evidence of instability and/or structural cracking within the mortar joints. This wall can remain for abatement. Care should be taken while operating heavy or vibratory equipment around this wall. Should such equipment be required for abatement, shoring may be required.



**Photo 14:** South wall of Building No. 2.



**Photo 15:** Thickness of Building No. 2 south wall. Photograph also shows east elevation of elevator tower and connector between Building No. 15 and Building No. 2.

**BUILDING NO. 15, WAREHOUSE 4A**

14. **Figure 1** is a not-to-scale plan layout of Warehouse 4A, which identifies the general layout and areas that will require shoring for abatement. The building footprint is 60' wide (E-W) by 80' long (N-S) with a bathroom addition on the east elevation.
15. This building consists of 5 bays in the north-south direction by 4 bays in the east-west direction. The south wall of Warehouse 4A serves as the north wall of Warehouse 4B. The 12"x18" beams run north-south and are supported by 8"x8" wood columns. 12"x6" joists span east-west and bear on top of the beams at approximate 8' on-center. A tongue and groove wood plank deck spans between the joists in the north-south direction. Representative photographs of the building interior are provided by **Photo 16, 17, and 18**.
16. A portion of the north wall and roofing were missing leaving an area of unsupported roof in the northeast corner. ABS' recommends the northeast bay of roofing be removed prior to abatement.
17. One column was observed to be fractured near the base; however, steel pipe columns had been installed on either side. This condition appears structurally stable.
18. Steel channels were installed to reinforce isolated wood joists members. These locations appear to be structurally stable.
19. One joists along the south wall failed near midspan consistent with deterioration from water intrusion as shown in **Photo 19**. The joists and roof decking in this area will require shoring prior to abatement.
20. Several of the perimeter joist ends were displaced downward consistent with partial detachment. Photographs of this condition are provided by **Photo 20 and Photo 21**. These joist end conditions were generally accompanied by evidence wood decay and water intrusion. The displaced joist ends will require shoring prior to abatement.
21. Wood roof decking deterioration and decay was observed at locations of water intrusion as depicted by **Photo 22**.





**Photo 16:** Overview of Building No. 15, Warehouse 4A looking west.



**Photo 17:** Overview of Building No. 15, Warehouse 4A looking south into Warehouse 4B.





**Photo 18:** Overview of Building No. 15, Warehouse 4A. looking at northeast.



**Photo 19:** Missing joist, water damaged roof decking and deteriorated beam along south wall of Warehouse 4A.





**Photo 20:** Downward displaced joist ends along east perimeter wall of Warehouse 4A.



**Photo 21:** Downward displaced joist ends and water damage along west wall of Warehouse 4A.



**Photo 22:** Water damage in southwest corner of Warehouse 4A.

**BUILDING NO. 15, WAREHOUSE 4B**

22. **Figure 2** is a not-to-scale plan layout of Warehouse 4B, which identifies the general layout and areas that will require shoring for abatement.
23. This building is somewhat triangular in shape with the north wall being the south wall of Warehouse 4A. The straight leg (west wall) is approximately 90' long. The 12"x18" beams are oriented north-to-south and are supported by 8"x8" wood columns. 12"x6" joists span east-west and bear on top of the beams at approximate 8' on-center. A tongue and groove wood plank deck spans between the joists in the north-south direction. The 12"x18" beams are oriented north-to-south and are supported by 8"x8" wood columns. 12"x6" joists span east-west and bear on top of the beams at approximate 8' on-center. A tongue and groove wood plank deck spans between the joists in the north-south direction. Representative photographs of the building interior are provided by **Photo 23** and **Photo 24**. The north and west walls are load-bearing masonry walls. The diagonal wall appears to be wood framed with a brick veneer.
24. There is an opening to access this building on the northern portion of the diagonal east elevation. The opening is not supported and the roof joists will require shoring to access this building (**Photo 25**).



25. On the west elevation there is an unsupported opening in the wall that will require shoring for abatement. This condition is illustrated by **Photo 26**.
26. The northern bay of the two westernmost beams had supplemental steel channels through bolted on each side of the beam.



**Photo 23:** Overview of Building No. 15, Warehouse 4B looking north.



**Photo 24:** Overview of Building No. 15, Warehouse 4B looking south.



**Photo 25:** Overview of unsupported joists and opening along east diagonal wall of Warehouse 4B.





**Photo 26:** Overview of unsupported joists and opening along west wall of Warehouse 4B.

**4C**

27. This building was approximately 39' wide (E-W) by 80' long (N-S). The steel joists are 20" deep and are oriented east-to-west with spacing at 5' on-center (**Photo 27**). There are non-load bearing wood partition walls utilized for offices within this building.
28. No evidence of structural distress preventing abatement was observed in this building.



**Photo 27:** Steel joists, metal decking, and CMU walls of 4C.

#### **MISCELLANEOUS**

29. Large piles of debris covered the main mill area. There was evidence of underground compartments/areas visible through holes in the debris and concrete slabs. ABS was unable to access these areas and they should be presumed dangerous for abatement. It is possible these spaces would qualify as confined spaces.
30. Walls remain of the northernmost structure (Building No. 1) due south of the parking lot. The remaining walls are primarily earth retaining walls. There was one section of wall that was missing leaving a partially unsupported slab edge and soil cut (**Photo 28**). This condition should not prevent abatement. Heavy equipment on the slab may cause cracking and/or fracture which may displace the slab or displace the soil.
31. The CMU framed corridor extending north from Building No. 15, Warehouse 4A was exhibited no evidence of structural distress preventing abatement.
32. General site conditions are hazardous for access and heavy equipment due to the unknown conditions beneath the debris and vegetation.



**Photo 28:** Vertical soil cut at removed brick masonry retaining wall and unsupported slab edge.

## DISCUSSION AND RECOMMENDATIONS

ABS performed a visual survey of the accessible portions of the remaining buildings to determine whether it is safe to abate and remove asbestos materials. Considering ABS' observations of the remaining building remnants, a complete structural evaluation for structural stability or load carrying capacity was not warranted. ABS' understands that abatement would include foot traffic by limited personal. ABS did not access the roofs of any remaining buildings or portions of buildings. Based on evaluation from the underside, it is reasonable to consider it is unsafe to access the roofs for abatement purposes.

Specifically, ABS identified various locations that are unsafe for abatement in the current condition of the Administration building. The third and fourth levels of the Administration building are unsafe with hanging debris and unstable building components. Debris on these levels should be removed prior to abatement. The first and second levels of the Administration Building can be safely abated after the first level corroded stairwell connections and landing are shored. An alternative to shoring is to provide separate temporary access to the second level.

The elevator tower penthouse / elevator equipment level is unsafe for abatement. The north elevation has loose hanging brick and the sidewalls exhibit significant cracking. Should abatement

be required within this area, ABS' recommends removal of the north elevation brick and shoring of the roof.

Evidence of demolition efforts to the north end of Warehouse 4A were observed along with multiple areas of water intrusion and displaced roof framing components making portions of Building No. 15 unsafe for abatement. **Figures 1** and **2** provide plan layouts of Building No. 15, Warehouse 4A and 4B which identify where shoring is required for abatement. Within 4C, no accommodations for abatement are required.

It is ABS' opinion that Building No. 2, south wall and the remaining ground retaining walls on the north end of the property are generally stable and do not require shoring. However, general site conditions are hazardous with debris accumulation, openings, and loose and detached structural components at different elevations. These conditions present hazards for access and equipment operation due to the unknown conditions beneath the debris piles and overgrown vegetation. Caution should be taken and carefully planning of abatement efforts prior to mobilization to minimize disruption to the site. Should heavy and/or vibratory equipment be required to perform abatement tasks additional shoring/stabilization may be required.

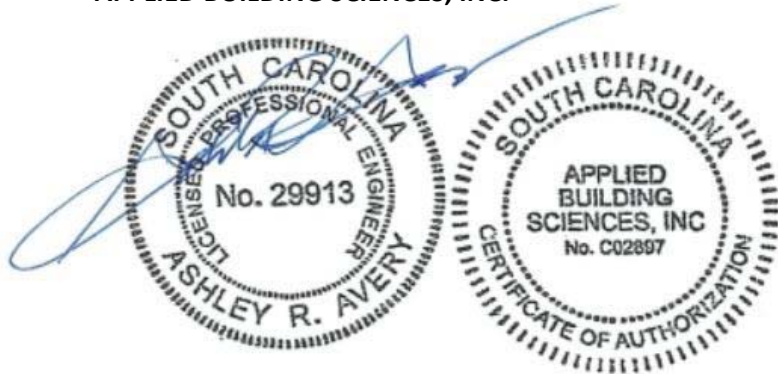


## LIMITATIONS

This report has been prepared based on information available at the time and in accordance with generally accepted engineering practices and standards. This report represents ABS' review of the items specifically identified within the report and in no means should be taken as liability and/or acceptance of any item not specifically addressed herein. Representative photographs are included in the report, and additional photos are available upon request. ABS' reserves the right to make revisions should additional information become available that affects our observations and conclusions. If you have any questions regarding this report feel free to contact us.

Cordially,

**APPLIED BUILDING SCIENCES, INC.**

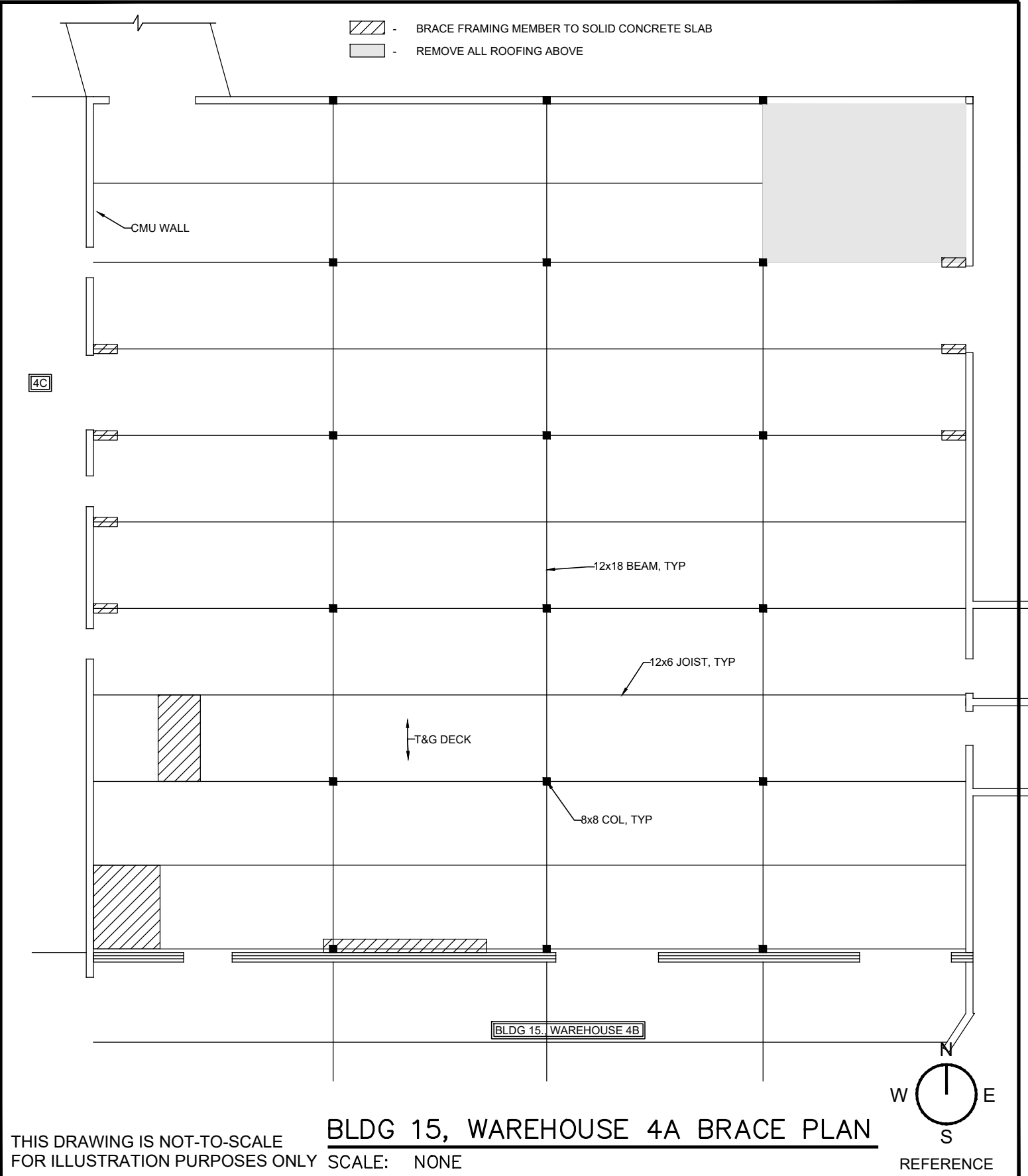


*December 18, 2018*

Ashley R. Avery, MSCE, PE

Attachments: Figure 1  
Figure 2






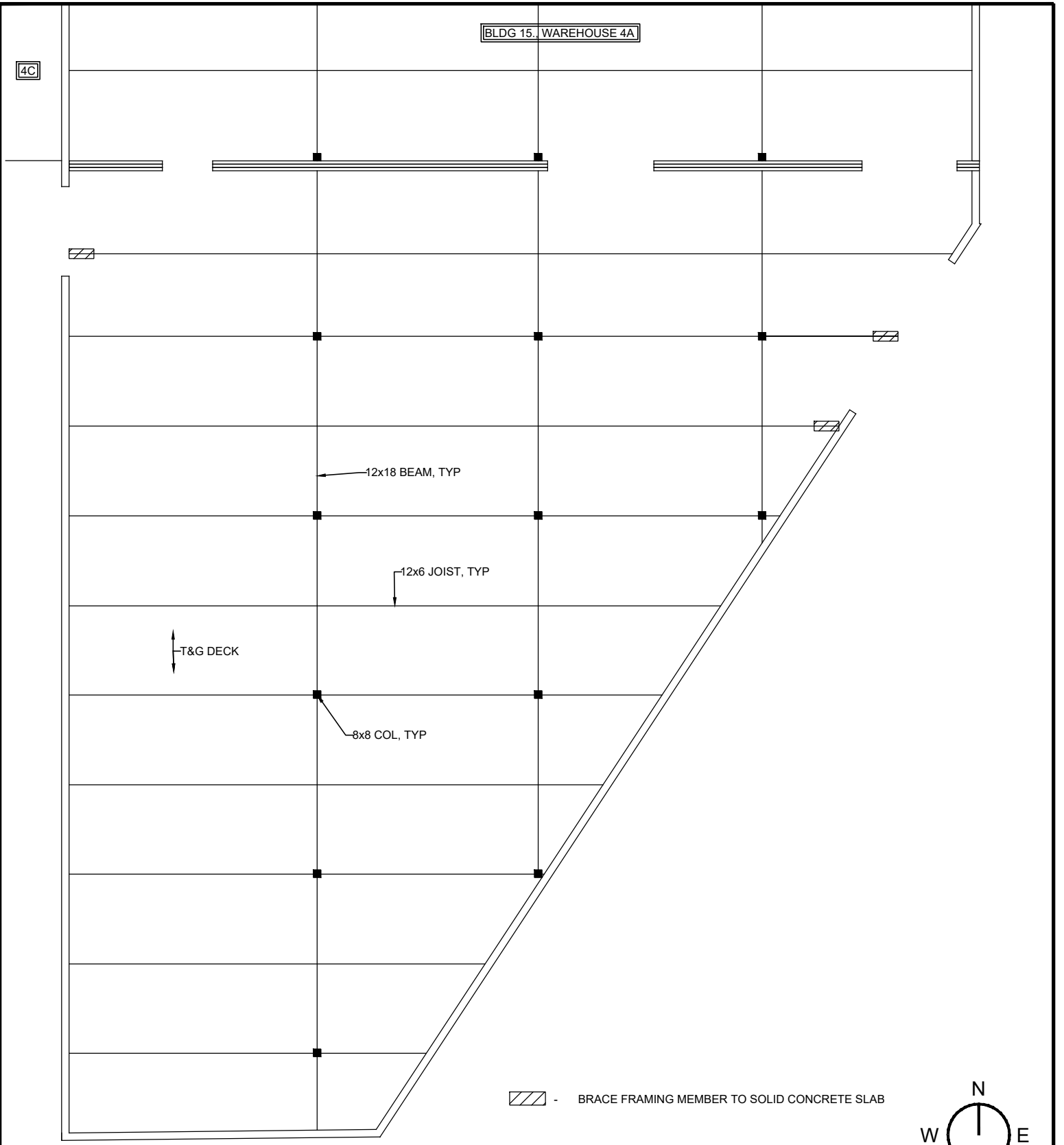
**BLDG 15, WAREHOUSE 4A BRACE PLAN**

THIS DRAWING IS NOT-TO-SCALE  
FOR ILLUSTRATION PURPOSES ONLY

SCALE: NONE

REFERENCE

 <b>APPLIED BUILDING SCIENCES</b>	5601 77 CENTER DRIVE SUITE 225 CHARLOTTE, NC 28217 OFFICE: (980) 219-7625	Building Abatement Evaluation		INSPECTION DATE: 10/17/18
		Chiquola Mill Buildings 410 Chiquola Avenue Honea Path, South Carolina		DRAWN BY: LCB
				REVIEWED BY: ARA
				Figure 1
				ABS Project Number: 650.18031




**BLDG 15, WAREHOUSE 4B BRACE PLAN**

THIS DRAWING IS NOT-TO-SCALE  
FOR ILLUSTRATION PURPOSES ONLY

SCALE: NONE

REFERENCE

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W — | — E  
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 <b>APPLIED BUILDING SCIENCES</b>	5601 77 CENTER DRIVE SUITE 225 CHARLOTTE, NC 28217 OFFICE: (980) 219-7625	Building Abatement Evaluation		INSPECTION DATE: 10/17/18
		Chiquola Mill Buildings 410 Chiquola Avenue Honea Path, South Carolina		DRAWN BY: LCB
				REVIEWED BY: ARA
				Figure 2

Town of Honea Path,  
South Carolina

APPENDIX

E

CARDNO SITE SPECIFIC QUALITY  
ASSURANCE PROJECT PLAN FOR  
AIR MONITORING

Town of Honea Path,  
South Carolina

APPENDIX

F

ANDERSON COUNTY LETTER –  
MATCH COMMITMENT



# SOLID WASTE MANAGEMENT

June 11, 2018

Town of Honea Path  
Attn: Mayor Lollis Meyers  
204 South Main St.  
Honea Path, SC 29654

Dear Mayor Meyers:

I would like to take this opportunity to commend you and the Town of Honea Path for working so diligently to dispose of material from the old Chiquola Mill site.

Anderson County will try to help out with disposal cost at the Starr C&D Landfill and Anderson Regional Landfill. Anderson County's normal tipping fee at the Starr C&D Landfill is \$28.00 a ton which would be dropped to **no charge**.

In addition, Anderson County has spoken with Tim Fadul of Waste Connections of South Carolina who owns and operates the Anderson Regional Landfill (ARL) in Belton, South Carolina. The Anderson Regional landfill normally charges \$47.00 a ton coming into the landfill. In an effort to help the Town of Honea Path, Anderson Regional Landfill will drop the charge per ton down to \$23.90 a ton, a **savings of \$23.10 per ton**.

Therefore, the concessions extended by Anderson County and ARL result in Town of Honea Path could achieve an in-kind match of \$150,000 value by disposing of 1,000 tons in the Starr landfill (\$28,000 in-kind) and 5,281 tons in the Anderson Regional Landfill (\$122,000 in-kind) for a total project in-kind match of \$150,000.

The exact amount of tonnage for Anderson County would have to be decided at the time of disposal due to the allowance of our DHEC permit and available space. We look forward to working with you on this project as needed. If you have any questions, please do not hesitate to contact me at 864-260-1001 or by email at [gdsmith@andersoncountysc.org](mailto:gdsmith@andersoncountysc.org).

Sincerely,

A handwritten signature in black ink that reads "Gregory D. Smith".

Gregory D. Smith  
Anderson County Solid Waste Director

PUBLIC WORKS DIVISION

Greg Smith | Solid Waste Director

O 864-260-1001 | F 864-260-1002 | C 864-617-9337 [gdsmith@andersoncountysc.org](mailto:gdsmith@andersoncountysc.org)  
Solid Waste Department | 731 Michelin Rd Anderson SC 29626

## About Cardno

Cardno is an ASX-200 professional infrastructure and environmental services company, with expertise in the development and improvement of physical and social infrastructure for communities around the world. Cardno's team includes leading professionals who plan, design, manage, and deliver sustainable projects and community programs. Cardno is an international company listed on the Australian Securities Exchange [ASX:CDD].

## Cardno Zero Harm

**Cardno**  
**ZERO**  
**HARM**  
EVERY JOB. EVERY DAY.

At Cardno, our primary concern is to develop and maintain safe and healthy conditions for anyone involved at our project worksites. We require full compliance with our Health and Safety Policy Manual and established work procedures and expect the same protocol from our subcontractors. We are committed to achieving our Zero Harm goal by continually improving our safety systems, education, and vigilance at the workplace and in the field.

Safety is a Cardno core value and through strong leadership and active employee participation, we seek to implement and reinforce these leading actions on every job, every day.

**Section 04**  
**Notice of Award**



**NOTICE OF AWARD**

Date: \_\_\_\_\_

Project: Chiquola Mill Debris Removal

Owner: Town of Honea Path

Owner's Contract No.: 4-18-001

Bidder: \_\_\_\_\_

Bidder's Address: \_\_\_\_\_

You are notified that your Bid dated \_\_\_\_\_ for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for the Chiquola Mill Debris Removal. The Contract Price of your Contract is \_\_\_\_\_

You must comply with the following conditions precedent within [15] days of the date you receive this Notice of Award.

1. Deliver to the Owner two (2) fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Performance and Payment Bonds.
3. Other conditions precedent: None

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

Owner \_\_\_\_\_

By: \_\_\_\_\_  
Authorized Signature

Title \_\_\_\_\_

Copy to ACOG \_\_\_\_\_

**Section 05**  
**Agreement**

---

AGREEMENT OF STIPULATED PRICE

AGREEMENT  
BETWEEN OWNER AND CONTRACTOR  
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between Town of Honea Path, South Carolina("Owner") and  
\_\_\_\_\_("Contractor").

Owner and Contractor hereby agree as follows:

**ARTICLE 1 – WORK**

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **Chiquola Mill Debris Removal**

**ARTICLE 2 – THE PROJECT**

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as the Asbestos Abatement, Lead Paint Clean Up and Remaining Debris Removal and Disposal.

**ARTICLE 3 – CONTRACT TIMES**

3.01 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.  
B. Not Used

3.02 *Contract Times: Days*

- A. The Work will be substantially completed within 90 days after the date of Contract execution. Final completion of work is within 120 days after the date of the Contract execution.

3.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated above and the Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified.
-

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## AGREEMENT OF STIPULATED PRICE

delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner \$500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

### ARTICLE 4 – CONTRACT PRICE

- 4.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:
- A. Not Used
  - B. Not Used
  - C. Total of Lump Sum Amount and Unit Price Work \$ \_\_\_\_\_
  - D. For all Work, at the prices stated in Contractor's Bid, attached hereto.

### ARTICLE 5 – PAYMENT PROCEDURES

#### 5.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with the Other Terms and Considerations. Applications for Payment will be processed by ACOG.

#### 5.02 *Progress and Final Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 25<sup>th</sup> day of each month during performance of the Work.
    1. Progress payments will be made in an amount equal to the work completed less 10% retainage.
    11. Upon final completion and acceptance of the Work the Owner shall pay the remainder (retainage) of the Contract Price.
-

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**AGREEMENT OF STIPULATED PRICE**

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on \_\_\_\_\_ (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

Town of Honea Path, South Carolina

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address for giving notices:

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

License No.: \_\_\_\_\_

*(where applicable)*

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**Section 06**  
**Notice to Proceed**

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NOTICE TO PROCEED

Date: \_\_\_\_\_

Project: Chiquola Mill Debris Removal

Owner: Town of Honea Path, South Carolina

Contractor: \_\_\_\_\_

Contractor's Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

You are notified that the Contract Times under the above Contract will commence to run on \_\_\_\_\_ Within 10 days of \_\_\_\_\_ you are to start performing your obligations under the Contract Documents. In accordance with the Agreement, the number of days to achieve Substantial Completion is 90 and the number of days to achieve readiness for final payment is 120.

Before you may start any Work at the Site, you and Owner must each deliver to the other (with copies to ACOG and other identified additional insured and loss payees) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Also, before you may start any Work at the Site, you must: comply with all permit requirements regarding notification of commencement of work.

Town of Honea Path, South Carolina

Owner

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Copy to ACOG

\_\_\_\_\_



## **Section 07**

### **Performance and Payment Bonds**

## **Section 08**

### **Application for Payment**

Journal of Management Inquiry 22(4) 391-407 391

100

**Figure 1**

Payment of \$ \_\_\_\_\_  
(Line 8 or other - attach explanation of the other amount)

is recommended by: \_\_\_\_\_  
ACOG \_\_\_\_\_  
(Date)

## Contractor's Application

Application Number:

Application Date:

[illegible]

**Section 09**  
**Change Order**

# Change Order

No. \_\_\_\_\_

Date: \_\_\_\_\_

Chiquola Mill Debris Removal	Owner's Contract No.: 4.A.18.001
	Date of Contract:
Contractor:	

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Attachments (list documents supporting change):

## CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$ \_\_\_\_\_

[Increase] [Decrease] from previously approved  
Change Orders No. \_\_\_\_\_ to No. \_\_\_\_\_:

\$ \_\_\_\_\_

Contract Price prior to this Change Order:

\$ \_\_\_\_\_

[Increase] [Decrease] of this Change Order:

\$ \_\_\_\_\_

Contract Price incorporating this Change Order:

\$ \_\_\_\_\_

## CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working days ☐ Calendar days

Substantial completion (days or date): \_\_\_\_\_

Ready for final payment (days or date): \_\_\_\_\_

[Increase] [Decrease] from previously approved Change Orders  
No. \_\_\_\_\_ to No. \_\_\_\_\_:

Substantial completion (days): \_\_\_\_\_

Ready for final payment (days): \_\_\_\_\_

Contract Times prior to this Change Order:

Substantial completion (days or date): \_\_\_\_\_

Ready for final payment (days or date): \_\_\_\_\_

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): \_\_\_\_\_

Ready for final payment (days or date): \_\_\_\_\_

Contract Times with all approved Change Orders:

Substantial completion (days or date): \_\_\_\_\_

Ready for final payment (days or date): \_\_\_\_\_

RECOMMENDED:

By: \_\_\_\_\_

ACOG (Authorized Signature)

Date: \_\_\_\_\_

Approved by Funding Agency (if applicable):

ACCEPTED:

By: \_\_\_\_\_

Owner

Date: \_\_\_\_\_

ACCEPTED:

By: \_\_\_\_\_

Contractor

Date: \_\_\_\_\_

**Section 10**  
**Attachments**



**ATTACHMENT 1**  
**HUD Section 3 Documents**

## Section 3 Information Sheet for Contractors/Businesses

### What is Section 3?

Section 3 is a provision of the Housing and Urban Development (HUD) Act of 1968 that helps foster local economic development, neighborhood economic improvement, and individual self-sufficiency. The Section 3 program requires that recipients of certain financial assistance, to the greatest extent feasible, provide job training, employment, and contracting opportunities for low-income residents in connection with projects and activities in their neighborhoods.

### Who are Section 3 residents?

Section 3 residents are:

- Public housing residents or
- Persons who live in the area where an assisted project is located and who have a household income that falls below income limits.

### What is a Section 3 business concern?

A business that:

- Is 51 percent or more owned by Section 3 residents;
- Employs Section 3 residents for at least 30 percent of its full-time, permanent staff; or
- Provides evidence of a commitment to subcontract to Section 3 business concerns, 25 percent or more of the dollar amount of the awarded contract.

### What types of economic opportunities should be made available under Section 3?

- Job training
- Employment
- Contracts

### Examples of Opportunities include:

<ul style="list-style-type: none"> <li>• Accounting</li> <li>• Architecture</li> <li>• Appliance repair</li> <li>• Bookkeeping</li> <li>• Bricklaying</li> <li>• Carpentry</li> <li>• Carpet Installation</li> <li>• Catering</li> <li>• Cement/Masonry</li> <li>• Computer/Information</li> <li>• Demolition</li> <li>• Drywall</li> </ul>	<ul style="list-style-type: none"> <li>• Electrical</li> <li>• Elevator Construction</li> <li>• Engineering</li> <li>• Fencing</li> <li>• Florists</li> <li>• Heating</li> <li>• Iron Works</li> <li>• Janitorial</li> <li>• Landscaping</li> <li>• Machine Operation</li> <li>• Manufacturing</li> </ul>	<ul style="list-style-type: none"> <li>• Marketing</li> <li>• Painting</li> <li>• Payroll Photography</li> <li>• Plastering</li> <li>• Plumbing</li> <li>• Printing Purchasing</li> <li>• Research</li> <li>• Surveying</li> <li>• Tile setting</li> <li>• Transportation</li> <li>• Word processing</li> </ul>
---	---	---

### **Who receives priority under Section 3?**

For training and employment:

- Persons in public and assisted housing
- Persons in the area where the HUD financial assistance is spent
- Participants in HUD Youthbuild programs
- Homeless persons

For contracting:

- Businesses that meet the definition of a Section 3 business concern

### **How can businesses find Section 3 residents to work for them?**

Businesses can recruit Section 3 residents in public housing developments and in the neighborhoods where the HUD assistance is being spent. Effective ways of informing residents about available training and job opportunities are:

- Contacting resident organizations, local community development and employment agencies
- Distributing flyers
- Posting signs
- Placing ads in local newspapers

### **Are recipients, contractors, and subcontractors required to provide long-term employment opportunities, not simply seasonal or temporary employment?**

Recipients are required, to the greatest extent feasible, to provide all types of employment opportunities to low and very low-income persons, including permanent employment and long-term jobs.

Recipients and contractors are encouraged to have Section 3 residents make up at least 30 percent of their permanent, full-time staff.

A Section 3 resident who has been employed for 3 years may no longer be counted towards meeting the 30 percent requirement. This encourages recipients to continue hiring Section 3 residents when employment opportunities are available.

### **What if it appears an entity is not complying with Section 3?**

There is a complaint process. Section 3 residents, businesses, or a representative for either may file a complaint if it seems a recipient is violating Section 3 requirements are being on a HUD-funded project.

### **Will HUD require compliance?**

Yes. HUD monitors the performance of contractors, reviews annual reports from recipients, and investigates complaints. HUD also examines employment and contract records for evidence that recipients are training and employing Section 3 residents and awarding contracts to Section 3 businesses.

## Section 3 Business Self-Certification

### BASIC INFORMATION

1. Company Name: \_\_\_\_\_

2. Company Address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ County \_\_\_\_\_

3. Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_  
Email address: \_\_\_\_\_

4. Contractor's License: Class ☐A ☐B ☐C ☐N/A License Number: \_\_\_\_\_

5. Business License \_\_\_\_\_ Number Federal ID Number \_\_\_\_\_

6. Type of Business: \_\_\_\_\_

### TYPES OF SECTION 3 BUSINESS ENTERPRISES

Please check "Yes" or "No". If you answer "YES" to one or more of the following questions, you may designate your company as a Section 3 Business Enterprise.

1. 51% or more of your business is owned by a Section 3 residents\*; or

☐ Yes ☐ No

*Attach list of Section 3 owners and income certifications*

2. At least 30% of your full time employees include persons that are currently Section 3 residents\*, or within three years of the date of first employment with the business concern were Section 3 residents; or

☐ Yes ☐ No

*Attach list of employees, Section 3 employees, and self certifications*

3. You can provide evidence, as required, of a commitment to subcontract in excess of 25% of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications in the above two paragraphs.

☐ Yes ☐ No

*Attach list of subcontracted businesses, types and amounts*

**VERIFICATION** - The company hereby agrees to provide, upon request, documents verifying the information provided on this form.

**I declare and affirm under penalty of law that the statements made herein are true and accurate to the best of my knowledge. I understand that falsifying information and incomplete statements will disqualify certification status.**

Signature of Business Owner or Authorized Representative: \_\_\_\_\_

Signature: Date: \_\_\_\_\_

Attested by: Date: \_\_\_\_\_

**\*Section 3 resident is:** 1) a public housing resident; or 2) a low- or very low-income person residing in the metropolitan area or Non-metropolitan County in which the Section 3 covered assistance is expended.

## Sample Section 3 Resident Certification Form

### ELIGIBILITY FOR PREFERENCE

A Section 3 Resident seeking the preference in training and employment provided by this part shall certify, or submit evidence to the recipient contractor or subcontractor, if requested, that the person is a Section 3 Resident, as defined in Section 135.5.

I \_\_\_\_\_, (Print Name) am a resident of \_\_\_\_\_ (City, County, State) and qualify as a Section 3 Resident because I am a public housing resident OR because my household income does not exceed the income guidelines by family size as published at the bottom of this form\*.

Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

Address: \_\_\_\_\_ (will be verified)

### FY 2012 – HOUSEHOLD INCOME GUIDELINES

Place a Check on the line that is applicable	Family Size	Low Income *
	1	
	2	
	3	
	4	
	5	
	6	
	7	
	8	

\* Circle the appropriate column based on household size and income – income limits are attached and/or can be downloaded from the [www.cdbgSC.com](http://www.cdbgSC.com) website.

I hereby certify that the information provided by me to be true and correct, and understand any falsification of any of the information could subject me to disqualification from participation and punishment under the law.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

[illegible]

### **Section 3 Business Concern**

- 1. A business that is 51% or more owned by section 3 residents, or**
- 2. A business whose permanent full time work force is at least 30% section 3 residents or,**
- 3. A business which contracts a dollar amount of all subcontracts with businesses as defined in numbers 1 and 2 above.**

Company

---

Project Name

Project Number

Person Completing Form

Date \_\_\_\_\_

**BIDDER'S SECTION 3 ESTIMATED NEW HIRES**

**NOTE: This form must be filled out by the contractor and is used to determine if any new hires will be needed as part of the project and if so, if any will be filled with Section 3 residents.**

<b>Job Category</b>	<b>Total Estimated Positions Needed (for this project)</b>	<b>No. Positions Occupied by Permanent Employees (for this project)</b>	<b>Number of Positions Not Occupied (for this project)</b>	<b>Number of Positions to be Filled with Section 3 Residents (for this project)</b>
<b>Officer/Supervisors</b>				
<b>Professionals</b>				
<b>Technical</b>				
<b>Hsq. Sales/Rental Mgmt.</b>				
<b>Office/Clerical</b>				
<b>Service Workers</b>				
<b>Others</b>				
<b>TRADE:</b>				
<b>Journeyman</b>				
<b>Apprentices</b>				
<b>Trainees</b>				
<b>Others</b>				

**Section 3 Resident Definition:**

**Individual residing in a public housing project or within the non-metropolitan county in which the project is located and whose income does not exceed 80% of the higher of the median income, adjusted by family size, for the county of residence or the non-metropolitan area of the state.**

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 Company

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 Project Title

---

 CDBG Grant Number

---

 Name of Person Completing Form

---

 Date

## Rev 10/2016

**Project Number:** \_\_\_\_\_ **Total Dollar Amount of Contract** \_\_\_\_\_

[illegible]

**TOTAL DOLLAR AMOUNT AWARDED TO SECTION 3 BUSINESSES:** \$

- 1) **A business that is 51% or more owned by section 3 residents, or**
- 2) **A business whose permanent full time work force is at least 30% section 3 residents or,**
- 3) **A business which contracts a dollar amount of all subcontracts with businesses as defined in numbers 1 and 2 above.**



**CONTRACTOR'S SECTION 3 NEW HIRES REPORT**

**(Note: This report must be submitted at the conclusion of construction and identify any new construction hires for the project and if any of those positions were filled with Section 3 residents.)**

<b>Job Category</b>	<b>Total Positions Employed on the Project</b>	<b>No. Positions Occupied by Permanent Employees</b>	<b>Number of Positions Not Occupied</b>	<b>Number of Positions Filled with Section 3 Residents</b>
<b>Officer/Supervisors</b>				
<b>Professionals</b>				
<b>Technical</b>				
<b>Hsq. Sales/Rental Mgmt.</b>				
<b>Office/Clerical</b>				
<b>Service Workers</b>				
<b>Others</b>				
<b>TRADE:</b>				
<b>Journeyman</b>				
<b>Apprentices</b>				
<b>Trainees</b>				
<b>Others</b>				
<b>TRADE:</b>				
<b>Journeyman</b>				
<b>Apprentices</b>				
<b>Trainees</b>				
<b>Others</b>				

**Section 3 Resident**

**Individual residing in a public housing project or within the non-metropolitan county in which the project is located and whose income does not exceed 80% of the higher of the median income, adjusted by family size, for the county of residence or the non-metropolitan area of the state.**

---

 Company

---

 Project Name

---

 Project Number

---

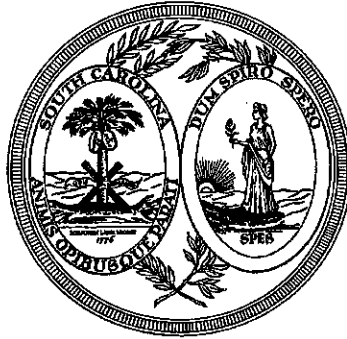
 Person Completing Form

---

 Date

**ATTACHMENT 2**  
**CDBG Contract Special Provisions**

**DEPARTMENT OF COMMERCE  
GRANTS ADMINISTRATION  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**



**CONTRACT SPECIAL PROVISIONS**

*The following CDBG Contract Special Provisions should be used with all construction contracts, including housing rehabilitation, as applicable, and professional service contracts, where CDBG funds are being used in whole or in part.*

## CONTRACT SPECIAL PROVISIONS

1. **Definitions:** For purposes of this Contract, the following terms shall have the meanings set forth below:
  - (a) "Assistance" means the CDBG grant funds provided, or to be provided, to the Grantee by the State, pursuant to the Grant Award Agreement.
  - (b) "CDBG" means Community Development Block Grant.
  - (c) "Contract" means the contractual agreement between the Owner and the Contractor to which these Contract Special Provisions have been incorporated and made a part thereof.
  - (d) "Contractor" means the contractor whose services are retained pursuant to the Contract.
  - (e) "Grantee" means the unit of local government designated as the recipient of the Assistance in the Grant Award and signing the acceptance provision of the Grant Award.
  - (f) "HUD" means U.S. Department of Housing and Urban Development, which is the federal agency that awards and has authority over CDBG funding to the State.
  - (g) "Owner" means the Grantee or Subrecipient, as applicable.
  - (h) "Project" means the project for which the services of the Contractor have been retained pursuant to the Contract which are funded, in whole or in part, with CDBG funds.
  - (i) "State" means the State of South Carolina, or that agency, agency division, or Office of State government which has been delegated the responsibility for administering the CDBG program for the State of South Carolina, as appropriate.
  - (j) "Subrecipient" means the agent of the unit of local government as designated by an agreement.
  - (k) "Labor Surplus Area" means a civil jurisdiction that has an unemployment rate at least 20% above the average unemployment rate for all states, the District of Columbia, and Puerto Rico during the previous two calendar years. The Department of Labor issues the labor surplus area list on a fiscal year basis.

2. **Prime Contractor Responsibilities:** The Contractor is required to assume sole responsibility for the complete effort and enforcement of laws and regulations under this Contract. The Owner will consider the Contractor to be the sole point of contact with regard to contractual matters. All contractors, including subcontractors must be registered in SAM and eligible to receive federal contracts.
3. **Federal and State Laws:** The Contractor agrees to comply with all CDBG requirements as well as other federal and state laws, regulations, or Executive Orders. The State reserves the right to add or delete terms and conditions of this Contract as may be required by revisions and additions or changes in the requirements, regulations, and laws governing the CDBG Program.
4. **Procurement and Contracting:** In accordance with 2 CFR Part 200, the cost plus a percentage of cost and percentage of construction cost methods of contracting shall not be used. This provision shall supersede any conflicting provision in an executed contract document or agreement funded in whole or in part with CDBG funds.
5. **Ownership:** Ownership of all real or personal property, acquired in whole or in part with CDBG funds for use on this Project, shall be vested in the Grantee, unless otherwise authorized by the State. When the Grantee determines that the property is no longer required for the purposes of this Project, the Grantee must notify the State and obtain approval for disposition of the property in accordance with applicable guidelines.
6. **Copyright:** Except as otherwise provided in the terms and conditions of this Contract, the Contractor paid through this Contract is free to copyright any books, publications or other copyrightable materials developed in the course of the Project and under this Contract. However, HUD and the State reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, for Federal government and State purposes:
  - (a) the copyright in any work developed under this Contract; and
  - (b) any rights of copyright to which a subcontractor purchases ownership with grant support.

The Federal government's rights and the State's rights identified above must be conveyed to the publisher and the language of the publisher's release form must insure the preservation of these rights.

6. **Reporting Requirements:** The Contractor agrees to complete and submit all reports, in such form and according to such schedule, as may be required by the State or HUD. Further, the Contractor agrees to require any subcontractors to submit reports that may be required and to incorporate such language in its agreements. Failure to meet deadlines with the required information could result in sanctions.
7. **Access to Records:** All records with respect to all matters covered by this Contract shall be made available at any time for audit and inspection by HUD, the State or the Grantee or their representatives upon their request.
8. **Maintenance of Records:** Records for non-expendable property purchased totally or partially with Federal funds must be retained for five years after final close-out of the grant. All other pertinent contract records including financial records, supporting documents and

statistical records shall be retained for a minimum of five years after the final close-out report. However, if any litigation, claim, or audit is started before the expiration of the five year period, then records must be retained for five years after the litigation, claim or audit is resolved.

9. **Confidential Information:** Any reports, information, data, etc., given to, prepared by, or assembled by the Contractor under this Contract, which the Grantee or the State requests to be kept confidential, shall not be made available to any individual or organization by the Contractor without prior written approval of the Grantee or the State, as applicable.
10. **Reporting of Fraudulent Activity:** If at any time during the term of this Contract anyone has reason to believe by whatever means that, under this or any other program administered by the State, a recipient of funds has improperly or fraudulently applied for or received benefits, monies or services pursuant to this Contract or any other contract, such information shall be reported immediately to the appropriate authorities.
11. **Political Activity:** None of the funds, materials, property or services provided directly or indirectly under this Contract shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office or otherwise in violation of the provisions of Section 8-13-765 of the Code of Laws of South Carolina, 1976, as amended.
12. **Conflicts of Interest and Ethical Standards, South Carolina Consolidated Procurement Code:** The following provisions regarding "conflicts of interest" apply to the use and expenditure of CDBG funds by the Grantee and its subrecipients, including the Contractor.

In the procurement of supplies, equipment, construction and services, the more restrictive conflict of interest provisions of the State of South Carolina Ethics, Government Accountability and Campaign Reform Act of 1991 or of the Contractor shall apply.

In cases not governed by the above, such as the acquisition and disposition of real property and the provision of CDBG assistance to individuals, businesses and other private entities, the following provisions shall apply.

Except for eligible administrative or personnel costs, the general rule is that no person who is an employee, agent, consultant, officer, or elected or appointed official of the State or a unit of general local government or any designated public agencies or subrecipient which are receiving CDBG funds who exercise or have exercised any function or responsibilities with respect to CDBG activities assisted herein or are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder either for themselves or those with whom they have family or business ties during their tenure or for one year thereafter. Exceptions may be granted by the State on a case by case basis as requested upon full disclosure in writing.

Should any governmental entity, contractor, subcontractor, employee or official know or perceive any breach of ethical standards or conflict of interest under the CDBG grant awarded to the Grantee or any other CDBG grant, they shall immediately notify in writing the Department of Commerce, Grants Administration, 1201 Main Street, Suite 1600, Columbia, South Carolina, 29201. If the State finds any circumstances that may give rise to

a breach of ethical standards or conflict of interest, under any grant, they shall notify the participating governmental entity and the State Ethics Commission as appropriate. The State may undertake any administrative remedies it deems appropriate, where there is a breach of ethical standards or conflict of interest under the regulations governing the CDBG Program and the State policies.

13. **Applicable Law:** In addition to the applicable Federal laws and regulations, this Contract is also made under and shall be construed in accordance with the laws of the State. By execution of this Contract, the Contractor agrees to submit to the jurisdiction of the State for all matters arising or to arise hereunder, including but not limited to performance of said Contract and payment of all licenses and taxes of whatever kind or nature applicable hereto.
14. **Limitation of Liability:** The Contractor will not assert in any legal action by claim or defense, or take the position in any administrative or legal procedures that he is an agent or employee of the Owner. This provision is not applicable to contracts for CDBG administration services where the Contractor is a Council of Government. The State shall not be liable for failure on the part of the Grantee or any other party to perform all work in accordance with all applicable laws and regulations. The Grantee agrees to defend, indemnify, and hold harmless the State from and against all claims, demands, judgments, damages, actions, causes of actions, injuries, administrative orders, consent agreement and orders, liabilities, penalties, costs, and expenses of any kind whatsoever, including, without limitation, claims arising out of loss of life, injury to persons, property, or business or damage to natural resources in connection with the activities of the Grantee and any other third parties in a contractual relationship with the Grantee, or a subsidiary, whether or not occasioned wholly or in part by any condition, accident, or event caused by any act or omission of the State as a result of the Assistance.
15. **Legal Services:** No attorney-at-law shall be engaged through the use of any funds provided under this Contract in any legal action or proceeding against the State, the Grantee, any local public body or any political subdivision.
16. **Contract:** If any provision in this Contract shall be held to be invalid or unenforceable, the remaining portions shall remain in effect. In the event such invalid or unenforceable provision is considered an essential element of this Contract, the parties shall promptly negotiate a replacement provision, which addresses the intent of such provision.
17. **Amendments:** Any changes to this Contract affecting the scope of work of the Project must be approved, in writing, by the Owner and the Contractor and shall be incorporated in writing into this Contract. Any amendments of the original contract must have written approval by the State prior to execution.
18. **Termination for Convenience:** This Contract may be terminated for convenience in accordance with 2 CFR Part 200.
19. **Sanctions:** If the Contractor fails or refuses to comply with the provisions set forth herein, the State or Owner may take any or all of the following actions: cancel, terminate or suspend in whole or in any part the contract, or refrain from extending any further funds to the Contractor until such time as the Contractor is in full compliance.
20. **Subcontracting:** If any part of the work covered by this Contract is to be subcontracted, the Contractor shall identify the subcontracting organization and the contractual arrangements

made therewith to the Owner and to the State. All subcontracts must be approved by the Owner and the State to insure they are not debarred or suspended by the Federal or State governments and to insure the Owner and the State understand the arrangements.

21. **Subcontracting with Small and Minority Firms, Women's Business Enterprise and Labor Surplus Areas:** It is national policy to award a fair share of contracts to disadvantaged business enterprises (DBEs), small business enterprises (SBEs), minority business enterprises (MBEs) and women's business enterprises (WBEs). Accordingly, affirmative steps must be taken to assure that DBEs, SBEs, MBEs and WBEs are utilized when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include the following:
  - (a) Including qualified DBEs, SBEs, MBEs and WBEs on solicitation lists;
  - (b) Assuring that DBEs, SBEs, MBEs and WBEs are solicited whenever they are potential sources;
  - (c) Whenever economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum participation by DBEs, SBEs, MBEs and WBEs;
  - (d) Where the requirement permits, establishing delivery schedules which will encourage participation by DBEs, SBEs, MBEs and WBEs;
  - (e) Using the services and assistance of the Small Business Administration, Minority Business Development Agency, the State Office of Small and Minority Business Assistance, the U.S. Department of Commerce and the Community Services Administration as required; and
  - (f) Requiring the subcontractor, if any, to take the affirmative actions outlined in (1) – (5) above.
22. **Debarment Certification:** The Contractor must comply with Executive Orders 12549 and 12689 regarding Federal debarment and suspension regulations prior to entering into a financial agreement for any transaction as outlined below.
  - (a) Any procurement contract for goods and services, regardless of type, expected to equal or exceed the Federal procurement small purchase threshold (which is \$100,000 and is cumulative amount from all federal funding sources).
  - (b) Any procurement contract for goods and services, regardless of amount, under which the Contractor will have a critical influence on or substantive control over the transaction.

In addition, no contract may be awarded to any contractors who are ineligible to receive contracts under any applicable regulations of the State.
23. **South Carolina Illegal Immigration Reform Act:** The Owner and the Contractor are required to comply with the South Carolina Illegal Immigration Reform Act (signed June 4, 2008) requiring verification of lawful presence in the United States of any alien eighteen years of age or older who has applied for state or local public benefits, as defined in 8 U.S.C. Section 1621, or for federal public benefits, as defined in U.S.C. Section 1611.
24. **Equal Employment Opportunity:** The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the State.



In carrying out the Project, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor must take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this non-discrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. The Contractor will, in all solicitations or advertisements for employees by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. The Contractor shall incorporate the foregoing requirements of this paragraph in all of its subcontracts for the Project unless exempted by rules, regulations, or orders of the State issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor.

The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the State advising the said labor union or workers' representatives of the Contractor's commitment under this Section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the State, or pursuant thereto, and will permit access to its books, records, and accounts by HUD and the State for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the Contractor's noncompliance with the non-discrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further State government contracts or federally assisted construction contract procedures authorized in Executive Order 11246 of September 24, 1965, or by rules, regulations, or orders of the State, or as otherwise provided by law.

- 25. Age Discrimination:** In accordance with 45 CFR, Parts 90 and 91, the Contractor agrees there shall be no bias or age discrimination as to benefits and participation under this Contract.
- 26. Section 109 of the Housing and Community Development Act of 1974:** No person in the United States shall on the grounds of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under the CDBG program of the State.
- 27. Section 504 of the Rehabilitation Act of 1973, as amended:** The Contractor agrees that no otherwise qualified individual with disabilities shall, solely by reason of his disability, be

denied the benefits, or be subjected to discrimination including discrimination in employment, any program or activity that receives the benefits from the Assistance.

**28. Section 3, Compliance and Provision of Training, Employment and Business**

**Opportunities:** The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, (12 USC § 1701u). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

The parties to this said Contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the 24 CFR Part 135 regulations.

The contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions; the qualifications for each; and the name and location of person(s) taking applications for each of the positions; and the anticipated date the work shall begin. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

The Contractor will certify that any vacant employment positions including training positions, that are filled (1) after the Contractor is selected but before this Contract has been executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR Part 135.

The Contractor agrees to submit such reports as required to document compliance with 24 CFR Part 135. Noncompliance with the regulations in 24 CFR Part 135 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.

**29. Lead-Based Paint:** The construction or rehabilitation of residential structures with any portion of the Assistance is subject to the HUD Lead-Based Paint regulations found at 24 CFR Part 35. Any grants or loans made by the Grantee for the rehabilitation of residential structures with any portion of the Assistance shall be made subject to the provisions for the elimination of lead-base paint hazards under subpart B of said regulations, and the Grantee shall be responsible for the inspections and certifications required under Section 35.14(f) thereof.

**30. Compliance with Air and Water Acts:** (Applicable to construction contracts and related subcontracts exceeding \$100,000) This Contract is subject to the requirements of the Clean Air Act, as amended, 42 USC § 7401 et seq., the Federal Water Pollution Control Act (Clean Water Act), as amended, 33 USC § 1251 et seq., and the regulations of the Environmental Protection Agency with respect to 40 CFR Part 15, as amended from time to time, and the South Carolina Stormwater Management and Sediment Reduction Act. In particular, the following are required:

- (a) A stipulation by the Contractor or subcontractor that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the List of Violating Facilities, issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR § 15.20.
- (b) Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended (42 USC § 7414) and Section 308 of the Federal Water Pollution Control Act, as amended (33 USC § 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Sections 114 and 308, and all regulations and guidelines issued thereunder.
- (c) A stipulation that as a condition of award of contract prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract under consideration is to be listed on the EPA list of Violating Facilities.
- (d) Agreement by the Contractor that the Contractor will include or cause to be included the criteria and requirements in these subparagraphs (1) through (4), in every nonexempt subcontract and requiring that the Contractor will take such action as the State may direct as a means of enforcing such provisions.

In no event shall any amount of the Assistance be utilized with respect to a facility which has given rise to a conviction under section 113(c)(1) of the Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act.

**31. Federal Labor Standards Provisions:** *(Applicable to construction contracts in excess of \$2,000 or residential rehabilitation contracts involving more than eight units)*

The Project or program to which the construction work covered by this Contract pertains is being assisted by the United States of America and the Federal Labor Standards Provisions as set forth on Attachment 1 are included in this Contract pursuant to the provisions applicable to such Federal assistance. These provisions must be complied with or sanctions will be instituted.

## Attachment 1

U.S. Department of Housing and Urban Development, Office of Labor Relations form HUD-4010 (06/2009) ref. Handbook 1344.1

**A. 1. (i) Minimum Wages.** All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached thereto and made a part thereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5 (a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification of the time actually work therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification an wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

**(ii) (a)** Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

**(b)** If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so

advise HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1214-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**2. Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federal-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension or any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for an on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

**3. (i) Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three

years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1 (b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment of provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices and trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

**(ii) (a)** the contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget Under OMB Control Number 1215-0129.)

**(b)** Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays for supervises the payment of the persons employed under the contract and shall certify the following:

**(1)** That the payroll for the payroll period contains the information required to be maintained under 29 CFR 5.5 (a)(3)(i) and that such information is correct and complete;

**(2)** That each laborer or mechanic (including each apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

**(3)** That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

**(c)** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### **4. Apprentices and Trainees.**

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment Training Administration, Office of Apprenticeship Training, Employer and Training Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen in any craft classification shall not be greater than the ratio permitted to the contractor as to his entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as state above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ration permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved

**(ii) Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every Trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**(iii) Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 of this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

**7. Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause



include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

**10. (i) Certification of Eligibility.** By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

**(ii)** No part of this contract shall be subcontracted to any person or firm ineligible for award of a government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

**(iii)** The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provided in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration . . . makes, utters or publishes any statement knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

**11. Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

**B. Contract Work Hours and Safety Standards Act.** The provisions of this paragraph B are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

**(1) Overtime Requirements.** No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

**(2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violations of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

**(3) Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the

Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract, or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

**C. Health and Safety.** The provisions of this paragraph C are applicable only where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to this health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, 40 USC 3701 et. seq.

(3) The Contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

**ATTACHMENT 3**  
**Environmental Conditions**

**Mitigation Measures and Conditions [40 CFR 1505.2(c)]**

Summarize below all mitigation measures adopted by the Responsible Entity to reduce, avoid, or eliminate adverse environmental impacts and to avoid non-compliance or non-conformance with the above-listed authorities and factors. These measures/conditions must be incorporated into project contracts, development agreements, and other relevant documents. The staff responsible for implementing and monitoring mitigation measures should be clearly identified in the mitigation plan.

Law, Authority, or Factor	Mitigation Measure
Muscogee (Creek) Nation	If cultural material or human remains should be encountered during ground disturbance, construction or demolition, request to be notified.
SC DHEC	Asbestos survey and project license will be required.
SC DHEC – Bureau of Water	Seek any required county and state permit relating to project.
SCDNR	Per a letter dated 12.20.17 from SCDNR, Any grassy areas should be vegetated to the greatest extent practicable with the native warm-season grasses that are beneficial to the wildlife and pollinator species. SCDNR prefers and recommends the use of native warm season grasses and /or other native forbs such as: switchgrass ( <i>panicum virgatum</i> ), indiagrass ( <i>Sorghastrum nutans</i> ), big bluestem ( <i>Andropogon gerardii</i> ) and little bluestem ( <i>Schizachyrium scoparium</i> ). We believe that the proposed work can be accomplished with minimal impacts to natural resources and we not offer any objections provide the project is in compliance with any applicable local floodplain, erosion and sediment control and/or storm water ordinances.
USFWS	Northern Long-eared Bat Consideration – The Service issued a nationwide programmatic biological opinion (PBO) for the northern long eared bat ( <i>myotis septentrionalis</i> , NLEB) on January 5, 2016. The PBO was issued pursuant to section 7 (a)(2) of the ESA to address impacts that Federal actions may have on this species. In addition, the Service published a final 4 (d) rule on January 14, 2016, which details special consultation provision for Federal actions that may affect the NLEB. Briefly, the PBO and the 4(d) rule allow for “incidental” take of the NLEB through its range under certain conditions. Take is defined in section 3 of the ESA as to harass, harm, pursue, hunt, shoot, wound, kill,

	<p>trap, capture or collect, or to attempt to engage in any such conduct. Further, incidental take is defined as to take that results from, but is not the purpose of carrying out an otherwise lawful activity. Under the PBO and 4(d) rule, all incidental take of the NLEB is exempted from the ESA's take prohibitions under certain conditions. However, incidental take is Prohibited within on quarter mile from the know hibernacula and winter roost, or within 150 feet from a known maternity roost tree during the month of June and July. As a conservation measure for all projects it is recommended that all tree clearing activities be conducted during the NLEB inactive season of November 15<sup>th</sup> to March 31<sup>st</sup> of any given year.</p>

**ATTACHMENT 4**  
**South Carolina Illegal Immigration Reform Act**  
**Contractor Certification**

**SOUTH CAROLINA ILLEGAL IMMIGRATION REFORM ACT**  
**CONTRACTOR CERTIFICATION**

In accordance with the requirements of the South Carolina Illegal Immigration Reform Act, Contractor Name ("Contractor") hereby certifies that it is currently in compliance with the requirements of Title 8, Chapter 14 of the S.C. Code Annotated and will remain in compliance with such requirements throughout the term of its contract with Name Of Owner ("Owner").

Contractor hereby acknowledges that in order to comply with requirements of S.C. Code Annotated Section 8-14-20(B), it will:

1. Register and participate in the federal work authorization program (E-Verify) to verify the employment authorization of all new employees; and require agreement from its subcontractors, and through the subcontractors, the sub-subcontractors, to register and participate in the federal verification the employment authorization of all new employees.

Contractor agrees to provide to Owner any documentation required to establish the applicability of the South Carolina Illegal Immigration Reform Act to the Contractor, subcontractor, or sub-subcontractor. Contractor further agrees that it will provide Owner with any documentation required to establish that the Contractor and any subcontractors or sub-subcontractors are in compliance with the requirements of Title 8, Chapter 14 of the S.C. Code Annotated.

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

**ATTACHMENT 5**  
**Debarment Certification**



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS**

10/16

This certification is required by the regulations implementing Executive Orders 12549 and 12689, Debarment and Suspension, and 2 CFR Part 200, Participants' responsibilities. )

*(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS BELOW)*

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**Grant Number:** \_\_\_\_\_ **Name of Participant:** \_\_\_\_\_  
**Address of Participant:** \_\_\_\_\_

Name and Title of Authorized Representative	Signature	Date
<p>1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.</p> <p>2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.</p> <p>3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.</p> <p>4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Orders 12549 and 12689.</p> <p>5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.</p> <p>6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.</p> <p>7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the System for Award Management (SAM).</p> <p>8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.</p> <p>9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.</p>		

**ATTACHMENT 6**  
**Non-Collusion Affidavit of Prime Bidder**

**\*\* NON-COLLUSION AFFIDAVIT OF PRIME BIDDER \*\***

THE STATE OF

COUNTY OF \_\_\_\_\_

\_\_\_\_\_  
(print-type name), being first duly sworn, deposes and says that:

1. He/she is the \_\_\_\_\_ (owner, partner, officer, representative, or agent) of \_\_\_\_\_, the Bidder that has submitted the attached Bid:
2. He/she is fully informed respecting the preparation and contents of the attached Bid
3. Such Bid is genuine and is not a collusive or sham bid:
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement, or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached Bid or of the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Town of Honea Path or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties on interest, including this affiant.

Signature

Title

THE STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Before Me, the undersigned authority, a Notary Public in and for \_\_\_\_\_, on this day personally appeared \_\_\_\_\_ known to me to be the persons whose names are subscribed to the foregoing instruments, and acknowledged to me that they executed same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this \_\_\_\_\_ day of \_\_\_\_\_  
 \_\_\_\_\_ A.D., 20 \_\_\_\_.

Notary Public Signature

Seal

**PLEASE SIGN AND RETURN WITH BID**

**ATTACHMENT 7**  
**Waiver of Lien**

## RELEASE AND WAIVER OF LIEN CONTRACTOR

**WHEREAS**, we the undersigned, are Contractor under the Contract designated as the Chiquola Mill Removal Project, who has performed demolition, removal, and disposal work on the Chiquola Mill Site at 410 Chiquola Ave in the Town of Honea Path, South Carolina, on which the Town of Honea Path, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina, 204 S. Main St, Honea Path, South Carolina 29654 is the owner:

### **WITNESSETH:**

That for and in consideration of the payment by the Town of Hone Path, South Carolina, of the sum of \_\_\_\_\_, which is the final payment due the undersigned for work performed under the above-mentioned Contract, and for other good and valuable consideration.

1. The undersigned to remise, release, and forever discharge Town of Honea Path, South Carolina, and its successors and assigns, of and from all claims, demands, and causes of action which the undersigned have, might have, or could have against the Town of Honea Path, South Carolina, by reason of or arising out of our performance of work under the said Contract and do further remise, release, and forever waive any right to mechanics or other lien which the undersigned may or could have against the lands or personally in or upon said Town of Honea Path as a result of performance of work under the said Contract.
2. The undersigned hereby certifies to the Town of Honea Path, South Carolina, that every person performing work or furnishing materials for said Contractor, or any lower tier Contractor, in connection with our work under the said Contract has been fully paid for all such work performed and materials furnished, and Contractor covenants and agrees to hold Town of Honea Path, South Carolina, harmless from any and all such claims, and at its expense to defend all claims and obtain discharge of any liens, claimed or asserted by employee of a lower tier Contractor.

**IN WITNESS WHEREOF** we have signed this instrument this \_\_\_\_\_ of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
**WITNESS**

\_\_\_\_\_  
**WITNESS**

\_\_\_\_\_  
**NAME OF COMPANY**

**BY:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**COMPANY ADDRESS**  
\_\_\_\_\_  
\_\_\_\_\_