



November 23, 2016

To Whom It May Concern:

The City of Sumter is soliciting **SEALED** bids for the items listed below. Please list the cost of each item separately. All bids ***MUST*** be received by the Purchasing Department on or before 2:10 PM (EST) on Tuesday, December 13, 2016 in the City of Sumter Opera House. **SEALED** Bids may be Mailed or Hand Delivered (BIDS WILL BE REJECTED IF RETURNED VIA FAX OR EMAIL). A MANDATORY PRE-BID MEETING will be held at 9:00 AM (EST) on Monday, December 5, 2016 at Project Site, 16 E. Bartlette, Sumter, SC 29150..

\*PLEASE SEE ATTACHMENT FOR QUANTITIES, DESCRIPTION, DETAILS AND SPECIFICATIONS.

\*ALL BIDS MUST SPECIFY PER UNIT COST WHEN SHOWN IN SPECIFICATIONS, IF APPLICABLE. DO NOT PROVIDE LUMP SUM ONLY IF YOU CAN PROVIDE UNIT COST.

\*ALL DEVIATIONS FROM REQUESTED SPECIFICATIONS MUST BE CLEARLY NOTED ON BID RESPONSE.

Anyone wishing to mail bids should address the envelope as follows:

City of Sumter  
Attn: Purchasing Department  
P.O. Box 1449  
Sumter, SC 29151

**ITB # 11 – 16/17: Sumter Downtown Buildings Demolition & Abatement Bids – Nov 2016**

**The bid ITB number and name must appear on the envelope.** If you have questions concerning the bid process, call Alice C. Bailey at 803-436-2587 or email [abailey@sumter-sc.com](mailto:abailey@sumter-sc.com) . The City reserves the right to reject any or all bids and to waive any technicalities in the best interest of the City.

Sincerely,

*Alice C. Bailey*

Alice C. Bailey, C.P.M., CPPO  
Purchasing Manager

**ITB # 11 – 16/17: Abatement & Demolition for Downtown Properties – Nov 2016**



**CITY OF SUMTER BID FORM**

**City of Sumter, South Carolina**, a Body Politic and Corporate and Political Subdivision of the State of SC  
**NAME OF BID: ITB #11-16/17 ABATEMENT & DEMOLITION FOR DOWNTOWN PROPERTIES NOV 2016**  
**MANDATORY PRE-BID MEETING: Monday, December 5, 2016 at 9:00 AM EST at ADDRESS**  
**BID MUST BE RECEIVED BY: Tuesday, December 13, 2016 at 2:10 PM EST at below address:**

MAIL or HAND DELIVER TO:

City of Sumter  
City Hall, 4th Floor Purchasing  
21 N. Main Street  
Sumter, SC 29150

Quantity      Size/Description/Specs/Details

**BUILDING #1**

**16 E. BARTLETTE  
(TM# 228-13-09-025)**

**ABATEMENT BID 1 \$ \_\_\_\_\_**

**DEMOLITION BID 1 \$ \_\_\_\_\_**

**BUILDING #2**

**8 E. BARTLETTE  
(TM# 228-13-09-024)**

**ABATEMENT BID 2 \$ \_\_\_\_\_**

**DEMOLITION BID 2 \$ \_\_\_\_\_**

**BUILDING #3**

**201 S. MAIN STREET  
(TM# 228-13-09-023)**

**ABATEMENT BID 3 \$ \_\_\_\_\_**

**DEMOLITION BID 3 \$ \_\_\_\_\_**

**DEDUCT IF ALL THREE (3) BUILDINGS AWARDED TOGETHER      <\$ \_\_\_\_\_>or \_\_\_\_\_%**

**Unit cost of general clearing will be paid for as a unit price, if applicable: \$ \_\_\_\_\_ Per  
1000 cubic yards of removal of unsuitable material, disposal and placement of suitable material**

**VENDOR NAME: \_\_\_\_\_**

**ADDRESS: \_\_\_\_\_**

**CITY-STATE-ZIP: \_\_\_\_\_**

**TELEPHONE NO: \_\_\_\_\_ FAX NO: \_\_\_\_\_**

**FEDERAL ID (TAX ID) NO:** \_\_\_\_\_

**AUTHORIZED SIGNATURE (WRITTEN):** \_\_\_\_\_

**AUTHORIZED SIGNATURE (TYPED):** \_\_\_\_\_ **DATE** \_\_\_\_\_

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and verify that I am authorized to sign this bid for the offerer. I further state that the company affiliated with this bid currently complies with all applicable federal and state laws and directives relative to non-discriminatory practices in employment.

The Bidder having examined the Project Documents, and being familiar with all of the conditions surrounding the proposed project, including the availability of materials, labor, and work site environmental conditions, hereby proposes to furnish all permits, labor, materials, supplies, and equipment and to perform the duties in accordance with the contract documents of which this Bid Form is a part.

The above signed, as Bidder, hereby declares that the only person or persons interested in the Bid as principal(s) is, or are, named herein and that no other person has any interest in the Bid or in the contract to be entered into; that this Bid is made without connection with any other person, company or parties making a bid; and that is in all respects fair and in good faith without collusion or fraud.

The Bidder further proposes and agrees, if this Bid is accepted, to contract with City of Sumter, to furnish all permits, materials, equipment, tools, apparatus, means of transportation, and labor necessary hereto, and to complete the proposed project in full and complete accordance with the Project Documents, to the full and entire satisfaction of the Owner, at the prices listed in the Bid. Names of equipment and material suppliers, proposed subcontractors and other information that maybe requested herein must be shown. My failure to do so may result in the rejection of this Bid. The amounts listed on the Bid Schedule section of this Bid Form also include all costs associated with the compliance of all applicable State laws, local ordinances, and the rules and regulations of all authorities and professional association standards having jurisdiction over the project or the materials used throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

City of Sumter reserves the right to obtain clarification or additional information necessary to properly evaluate a bid. Failure of vendor to respond to a request for additional information or clarification could result in rejection of that vendor's bid. City of Sumter reserves the right to accept or reject any and all bids, in whole or in part, separately or together, with or without cause; to waive technicalities in submissions, to secure a project that is deemed to be in the best interest of the City. City of Sumter also reserves the right to make purchases outside of the awarded contracts where it is deemed in the best interest of the City.

Each responder, by submitting a bid to the City of Sumter a result of this Invitation-to-Bid, agrees to and acknowledges its acceptance of and agreement with the procedures outlined herein and

all terms, conditions and requirements of the applicable City of Sumter documents. If a vendor cannot agree to these terms, or violates these procedures, the response will be judged non-responsive and not considered. If the procedures are violated during the evaluation process or prior to the issuance of a contract by the City of Sumter, the offer of the firm in question will be void and City of Sumter will procure the goods/services in question from other eligible vendors.

Responses submitted are final and complete offers by the vendor. No additions, corrections, modifications, changes or interpretations will be allowed. In the event questions arise on what is meant by an offer, the Purchasing Manager will make a determination as to the city's interpretation of the vendor's offer. If, after informing the vendor of the city's opinion, disagreement as to scope of the offer is present, the offer will be declared VOID. City of Sumter reserves the right to award proposals received on the basis of individual items, groups of items, or the entire list of items; to reject any and all proposals; and to waive any technicalities. In every case, the City reserves the right to make awards deemed to be in the best interest of the City and to negotiate further the offer determined by the City to be in the best interest of the City. Unit prices will govern over extended prices. Prices must be stated per unit and extended for the total quantity. Sales, use, or excise tax, as well as any handling and shipping charges, must be shown as separate items. The Owner reserves the right to increase or decrease the amount of work under the Contract at the unit prices quoted in the bid received from the successful responder.

The responder shall indemnify, defend and hold harmless City of Sumter, its officers, agents and employees from liability and any claims, suits, judgments, and damages of any nature brought because of, arising out of, or due to breach of the agreement by Responder, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Responder, its subcontractors, suppliers, agents, or employees.

The successful responder shall indemnify and hold harmless the City of Sumter, its officers, agents and employees from all suits or claims of any character resulting from patent, trademark or copyright infringement or accidents/injury at any point in the delivery of goods/services.

City of Sumter may terminate this bid with or without cause at anytime.

S.C. LAW CLAUSE: Upon award of a contract or Purchase Order under this bid, the person, partnership, association, or corporation to whom the award is made must comply with the laws of South Carolina, which require such person or entity to be authorized and/or licensed to do business in this state. Notwithstanding the fact that applicable statutes may exempt or exclude the successful responder from requirements that it be authorized and/or licensed to do business in this state, by submission of this signed proposal, the responder agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina, to all matters and disputes arising or to arise under the contract and performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.

## **BID SPECIFICATIONS**

### **Introduction**

The City of Sumter (City) is requesting bids from qualified firms (Contractor) interested in contracting with the City to provide demolition, clean-up and abatement services (Work) for

three (3) City owned commercial vacant structures located at **16 E. BARTLETTE (TM# 228-13-09-025), 8 E BARTLETTE (TM# TM# 228-13-09-024), and 201 S. MAIN STREET (TM# TM# 228-13-09-023), Sumter, SC 29150.** Services include (a) securing structures; (b) asbestos abatement; (c) hazardous material abatement; (d) the complete clearing and disposal of specified structures and related improvements. Contractors and their subcontractors must have the proper General Contractor's License, Asbestos Certifications, and any other applicable certifications to perform these duties. The adjacent structures are to remain intact, undamaged, and operating during all demolition activities. After successful demolition, the City intends to develop the vacant parcels which are not part of this contract.

Contractors will be responsible for securing all federal, state, and local permits, as well as landfill permits. **Contractor must be able to start work no later than three (3) weeks after Notice to Proceed.**

### **Awarding of the Contract**

The City will award the Contract conditioned upon funds being available and other governmental approvals as may be required. The City reserves the right to select a responsive, responsible firm that is most advantageous to the City. The City reserves the right to award Contracts to more than one firm.

### **Licenses**

Contractor shall possess all applicable federal, state, and local licenses and certifications required to perform the Scope of Work delineated in this Project. Throughout the duration of the Contract the Contractor shall be responsible for complying with federal, state, and local regulations for applicable licenses required to perform the services or work for this Contract.

### **Other Conditions and Reservations**

The City reserves the right to request substitutions of subcontractors. The City reserves the right to contact any Contractor, if such is deemed desirable by the City to obtain any additional information including but not limited to experience, qualifications, abilities, equipment, facilities, and financial standing. The City reserves the right to conduct investigations with respect to the qualifications and experience of any Contractor.

The City reserves the right to reject any and all Proposals, or to cancel it in part or in its entirety and to waive informalities or technicalities as it may deem to be in its best interest. This solicitation does not commit the City to award a contract or to pay any costs incurred in the preparation of a proposal or to procure or contract for services.

The Contractor shall perform the Work described including all documents attached by reference. All Work shall comply with acceptable industry standards. The Contractor shall perform the Work onsite at the designated locations in Sumter, South Carolina. Unless otherwise specified, the Contractor shall obtain and provide all labor, materials, equipment, transportation, facilities, services, permits, and licenses necessary to perform the Work.

### **Work Execution**

Certain work may require road closure. The Contractor shall be solely responsible for pedestrian and vehicular safety and shall provide warning devices, barricades, and ground personnel

needed to provide safety, protection and warning to persons and vehicular traffic within the area in accordance with City of Sumter and SCDOT Standards.

Cleanup: All debris shall be cleaned up each day before the work crew leaves the site unless given permission by the City to do otherwise. Unless directed otherwise, it shall be the responsibility of the Contractor to remove and lawfully dispose of all debris resulting from Project activities.

The Contractor is responsible for ensuring that all work is done in a safe and responsible manner. Any damage done to either City or private property shall be the responsibility of the Contractor to repair or to make arrangements to repair with the approval of the City. This shall be done prior to final payment of contract.

Supervision: This Contract is under the direct supervision of the City or its authorized representative. Any alternations or modifications of the work performed under the contract shall be made only by written agreement between the Contractor and the City and shall be made prior to the commencement of the altered work. No claims for extra work or materials will be allowed unless covered by written agreement.

Work Crew Supervision: The Contractor shall provide qualified supervision of each crew at all times while working under the Contract. Each Foreman and Superintendent shall be authorized by the Contractor to accept and act upon all directives issued by the City.

Working Hours: Except for emergency responses, the Contractor shall schedule work between the hours of 6:00 AM and 6:00 PM Monday through Saturday unless authorized by the City to do otherwise. Some major thoroughfares of the City of Sumter may not be accessed prior to 9:00 AM and must be vacated by 4:00 PM. Please coordinate opening and closing of Sumter County Landfill by calling (803) 495-3314. City Events may be scheduled during the time work is being provided and will take priority. This may affect the schedule. The City will communicate in advance all upcoming events to the contractor.

## **Scope of Work**

**The required services include, but are not limited to, the following:**

### Abatement & Demolition of three (3) Commercial Vacant Buildings

- a) The Contractor will be responsible for demolition, removal, and proper disposal of structures and contents of existing vacant commercial buildings located at **16 E. BARTLETTE (TM# 228-13-09-025), 8 E BARTLETTE (TM# TM# 228-13-09-024), and 201 S. MAIN STREET (TM# TM# 228-13-09-023), Sumter, SC 29150**. The Contractor will be responsible for all costs of transport and proper disposal of all demolition debris.
- b) The Contractor will be responsible for obtaining all certifications and permits necessary for completion of the project from the appropriate regulatory agencies.
- c) The demolition Contractor will be responsible for coordinating and cost of all utility disconnects. The City will provide contact information for utilities.
- d) No materials from the project are proposed for reuse by the City. The Contractor shall take ownership of all scrap/salvage materials.

- e) The Contractor will be responsible for demolition of all slabs and all underground structures to a depth of 2 feet below existing finish floor grade. Approved material shall be placed as backfill in all excavated areas, and graded to the elevation necessary to provide positive surface drainage to all areas of the site.
- f) The Contractor will be responsible for demolition of all asphalt parking, curb and sidewalk on the site. Sidewalk along the road will remain but all hard surfaces on the interior of the site must be removed.
- g) The Contractor will be responsible for the clean-up and removal of all debris located on the interior of the site. This includes but is not limited to existing signage, old tires, etc.
- h) The Contractor will be responsible for all temporary facilities necessary to successfully complete the project ---- to include, but not limited to, portable restrooms, temporary power, temporary water, site fencing, site security, etc.
- i) Caution and care must be exercised to prevent damage to adjacent structures, and to insure that existing businesses can operate normally without significant disruption during demolition activities.

Secure Structures n Accordance with the City Code of Ordinances

The Contractor may be required to secure certain structures prior to demolition.

Asbestos Inspections & Hazardous Materials

- a) An inspection of the structure by a South Carolina accredited asbestos and lead paint inspector has been completed by the City to determine the location, condition, and amounts of any asbestos containing materials (ACM) and lead paint that may be present. These preliminary inspections of the sites have identified suspect asbestos containing materials. Possible hazardous materials may be PCB Ballasts, Mercury Vapor Bulbs, and Mercury Switches. The Contractor will be responsible for all aspects regarding the removal and disposal of any/all hazardous materials, including, but not limited to, identification, testing, permitting, certification, notifications, best management practices, hauling, disposal fees, etc.
- b) A copy of the survey reports, laboratory analysis and written assessments of the condition of the ACM are attached for all Contractors.

Asbestos Abatement to be Performed by Demolition Contractor

- a) The Contractor shall be responsible for acquiring all state and local permits and certifications necessary or the completion of the project from the appropriate regulatory agencies and furnish a copy of these permits and certifications to the City. This includes notification of the South Carolina Department of Health and Human Services, as well as any local agencies.
- b) All abatements shall be conducted in accordance with all federal, state, and local regulations.
- c) The Contractor providing abatement services shall conduct all personal air sampling as required by 40 CFR 1926.58. Copies of air sampling results shall be supplied to the City.

Clearings

- a) The Contractor shall secure any necessary permits from local agencies and submit notifications to the Health Hazards Control Branch as required.

- b) For installation of sediment and erosion control devices, practices, and structures, per current SCDHEC and SCDOT Standards.
- c) Depressions greater than 6 inches created by the demolition and removal of items specified must be graded level with adjacent land, as directed by the City. All areas where items specified have been demolished and/or removed, will be seeded as directed by the City.
- d) Upon completion of the assigned work, the Contractor will provide written verification that all structures have been removed.

Backfill and Compaction

- a) Bringing site to proper grade shall be part of the base bid. Contractor shall bring finished grade to match sidewalk and sides to existing materials all sides of the site. Contractor to slope finished grade to drain.
- b) It is expected that the Contractor will backfill all excavated areas with suitable material, and grade the area to provide for positive surface drainage for the entire site (generally, 0.5% min. slope from highest point of adjacent curb or sidewalk).
- c) Fill shall be for counties classified as Group B per SCDOT standard, section 203.2...1.8, #15. The following soil types are acceptable for use as backfill material in accordance with AASHTO M 145. They are as follows: A-1, A-2, A-3, A-4, and A-5. Each layer shall be spread evenly and compacted. Each layer of backfill and the top 8 inches of material shall be compacted by approved equipment and the density shall be 98% as determined by the Standard Proctor Test.
- d) The Contractor will be responsible for installation of silt fence at the edge of curb or sidewalk to prevent sediment runoff. The Contractor will be responsible for repair of damage to any adjacent structures, and any curbing, sidewalk, or asphalt damaged during the project.
- e) Should unacceptable material such as muck, building debris or other unsuitable material is discovered, Contractor to notify the City of Sumter before proceeding with work. Borrow material shall be required to meet the SCDOT standard specifications for roadways and structures. Placement and compaction will be directed by the City Project Manager or his duly appointed representative.
- f) In your response, provide a unit price for 1000 cubic yards of removal of unsuitable material, disposal and placement of suitable material to your pricing sheet.

**LANDFILL TIPPING FEES**

All cost associated with disposal of hazardous materials are the responsibility of the Contractor.

**PERFORMANCE & PAYMENT BONDS**

For awards exceeding \$50,000, a performance and payment bond, each in the amount of 100% of the final contract price of this project will be required of the successful respondent. The successful vendor will be required to furnish the required Performance and Payment Bonds within ten (10) business days after written notice of formal award of contract. Work will be required to commence within ten (10) days of written notice to proceed by the procurement officer.

**BUSINESS LICENSE REQUIREMENT**

It is required that each Contractor/firm awarded a contract agreement or purchase order with the City of Sumter, either secure a business license or update their current business license for the contract or purchase order amount for the work being done inside the city limits.

**EXPERIENCE AND QUALIFICATIONS**

**THIS FORM MUST BE SUBMITTED WITH YOUR BID** - Make additional copies of this form as needed

Identify key staff members of the Contractor and any proposed subcontractors:

Employee Name	Company Name	Job Title/Role	Asbestos/ Lead Paint Accreditation
			<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Yes <input type="checkbox"/> No

Identify key staff members of the Contractor and any proposed subcontractors:

Employee Name	Company Name	Job Title/Role	Asbestos/ Lead Paint Accreditation
			<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Yes <input type="checkbox"/> No

**ADDITIONAL INFORMATION**

**THIS FORM MUST BE SUBMITTED WITH YOUR BID**

List all subcontractors to be used and their services:

Subcontractor Name	Services to be Provided

List air monitoring company (ies) to be used and type of accreditation:

Air Monitoring Company Name	Accreditation

List any lawsuits or fines for violations issued to your firm or subcontractor firms during the last 5 years. List the cause of the complaint or violation and the dollar amount of the fine.

Complaint/Violation	Fine \$ Amount

## ABATEMENT SERVICES AGREEMENT

NAME OF CONTRACTOR: ("VENDOR")

CORPORATE FORM:

STATE OF FORMATION:

ABATEMENT: 16 E. BARTLETTE (TM# 228-13-09-025  
8 E. BARTLETTE (TM# TM# 228-13-09-024  
201 S. MAIN STREET (TM# TM# 228-13-09-023)

DATE OF ABATEMENT:

This Agreement (this "Agreement") is entered into on this \_\_\_<sup>th</sup> day of \_\_\_\_\_, 2016, by and between the **CITY OF SUMTER, SOUTH CAROLINA**, a municipal corporation and a political subdivision of the State of South Carolina with its principal administrative office at 21 N. Main Street, Sumter, South Carolina 29150 (the "City"), and the contractor identified above (the "Vendor").

### RECITALS

**A. Structure to be Abated.** The City requires abatement and complete removal of a hazardous materials in the structure located at the address identified above and its contents (collectively, the "Structure"). An annotated aerial view of the location of the Structure is attached hereto as Exhibit A.

**B. Capacity of Vendor.** The Vendor is in the abatement business, properly licensed, and has the capability to abate, remove, and clean up the area in accordance with generally accepted remediation practices and procedures.

**C. Acceptance of Bid.** The Vendor's bid for abatement services for the Structure has been accepted by the City.

**D. Need for Agreement.** The parties desire to enter into this Agreement upon the terms and conditions that follow.

### AGREEMENT

Now, therefore, in consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows.

#### **I. Services to Be Provided by Vendor; Duties and Obligations.**

**(a) Abatement and Removal.** For the amount and subject to the conditions set forth in the Vendor's bid attached to this Agreement as Exhibit B, the Vendor shall provide all necessary labor, materials, and equipment to abatement all hazardous materials in the Structure, clean up the affected area, and the area surrounding the Structure prior to the abatement, and remove all equipment, debris, and rubbish from the area in accordance with generally accepted remediation practices and procedures. Unless otherwise provided to the contrary in the bid attached hereto, the Vendor will obtain all required permits within 25 calendar days after the execution of this Agreement, and will complete the work within 25 calendar days after the date of the issued abatement permit.

**(b) Payment.** Subject to a final inspection by the City, payment is to be made as follows: 90% of the contract price will be paid to or at the direction of the Vendor within 30 calendar days after

substantial completion of the Vendor's work hereunder. A 10% retainage will be retained by the City for 60 calendar days to ensure that conditions are stable and remaining structure is intact. Any progress payments or alternative payment methods, if any, are attached hereto and made a part hereof, and are valid only if executed in writing by both parties hereto.

(i) In order to receive the Ninety-Percent (90%) payment, Vendor must submit Exhibit C-1 (90% Payment Request Form and Conditional Waiver of Mechanics' Lien Rights) attached hereto filled out in its entirety and submit all documents specifically referenced therein.

(ii) In order to receive the Ten-Percent (10%) retainage payment, Vendor must submit Exhibit C-2 (10% Retainage Payment Request Form and Final Waiver of Mechanics' Lien Rights) attached hereto filled out in its entirety and submit all documents specifically referenced therein.

**(c) Permits.** The Vendor shall be responsible for obtaining all necessary permits and/or approvals from appropriate sources, and the Vendor shall be responsible for the payment of all such permits and/or approvals. Permit costs shall be included in the bid price. The Vendor shall provide the City with copies of all such permits and/or approvals.

**(d) Prohibited Acts.** While performing abatement removal work in accordance with this Agreement, the Vendor shall not engage in any action that constitutes a violation of any law, order, ordinance, rule, regulation, or code of any government authority that may cause injury to persons, nor shall the Vendor in any manner deface or injure property that is not subject to permit any unreasonably objectionable noise or odor to be emitted, permit anything to be done on property where the Structure is located tending to create a health, environmental, or safety hazard or nuisance, or cause any penalty to the City.

**(e) Removal and Disposal of Materials; Compliance with Environmental Laws.**

(i) The Vendor shall at all times keep the site free from accumulations of debris, waste materials, or rubbish. The Vendor shall be responsible, following the abatement and remediation for removal of all tools, equipment, debris, surplus or waste materials, and rubbish. With respect to all rubbish, garbage, solid waste, C&D waste, and/or hazardous waste, such disposal shall be at licensed facilities. The Vendor will be required to produce dump slips from a licensed land field facility for proof of proper disposal of the contents of the structure, any onsite materials mentioned herein, and the Structure itself.

(ii) The Vendor shall maintain adequate dust control at all times and is responsible for dirt removal and debris from streets and sidewalks at the end of each day.

(iii) The Vendor shall comply with all federal, state, and local environmental statutes, ordinances, and regulations ("Environmental Laws"), including emergency planning and community right-to-know laws, and shall, in cooperation with the City when necessary, obtain any necessary permits and comply with all reporting requirements required by such Environmental Laws. The Vendor shall provide the City with copies of all documents submitted to federal, state, and local environmental agencies.

(iv) The Vendor shall not treat, store, or dispose of hazardous materials or hazardous substances on the site, or allow such materials or substances to be released to the environment; provided, however, that the Vendor may store such materials and substances temporarily in approved tanks or containers, in accordance with all Environmental Laws and with the approval

of the City, which approval will not be unreasonably withheld, so long as a permit is not required therefore under the federal Resource Conservation and Recovery Act (RCRA), as amended, or analogous or derivative state or local laws. The Vendor shall remove from the site and dispose of all hazardous materials, including all solid wastes, in compliance with applicable Environmental Laws. Any penalty or other liability arising from the Vendor's failure to comply with Environmental Laws shall be borne by the Vendor and the Vendor shall indemnify the City for any liability and expense imposed upon the City because of any act or water, air, or land pollution resulting from the activities of the Vendor or the Vendor's employees, subcontractors, or agents.

**(f) Preservation of Utilities.** The Vendor is responsible for contacting all applicable utility companies in order to arrange for proper disconnections from the proposed abatement site. Utility contacts may include gas, electric, cable, telephone, public water supply, or sanitary sewer as well as septic tank abandonment or water well closure. Proof of proper coordination and disconnection procedures (written documentation) and required permits with each of the utility providers will be required from the Vendor prior to disbursement of final payment to the Vendor. The Vendor is further required to coordinate with the City on delivery of water to the site of the work and may not access City sources of water without the prior written approval of the City, which approval shall establish the times, manner, terms, and conditions upon which the Vendor may access City sources of water.

**(g) Inspections.** The City may expect the site at any time and without prior notice. If, during an inspection, the City becomes reasonably concerned about the safety and/or efficacy of the removal, and remediation of the Structure and its contents, then the City may (but shall be under no obligation to, and shall have no liability to any party for failure to) direct the work or arrange for a qualified third party to inspect the site and provide recommend improvements to safety and efficacy processes.

**(h) Safety Measures.** The Vendor shall furnish and erect, at no additional cost to the City, whatever sidewalks, bridges, culverts, or other works as may be necessary for the protection of the public, including, but not limited to, barricades, fences, etc. and for the safe and proper execution of other public utility lines so as not to interfere therewith or damage or cause damage thereto. The Vendor shall be responsible for all damages to persons or property that occur as a result of his fault, omission, or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all work performed hereunder until completion and final acceptance, whether or not the same has been covered in whole or in part by payments made by the City.

**(i) Abatement, Remediation, Removal.** The Vendor shall be responsible for the proper and lawful abatement, remediation, removal, and disposal of any and all lead-based paint, asbestos, or other such hazardous materials by a company licensed and certified for such purposes. The Vendor must be, or must subcontract with, a South Carolina Department of Health and Environmental Control Approved Asbestos Abatement Contractor, and must secure all requisite permits and approvals for asbestos abatement, remediation, and removal. The Vendor shall be responsible for the removal and proper disposal of any hazardous materials or friable asbestos located on the Site. A copy of the license and permits of the abatement Vendor performing the hazardous materials abatement must be included in the contract bid documents. Failure to include this license with the bid documents will result in a rejection of those portions of the bid requiring hazardous materials abatement from consideration. Vendor has such a license or agrees to retain a Vendor who possesses such a valid license.

**(j) Guarantee.** The Vendor shall guarantee all materials and workmanship for a period of one (1) year from the date of acceptance by the City and shall replace any portions that fail because of faulty materials or workmanship at no additional cost to the City. A six (6) month and eleven (11) month inspection will be held during the warranty period. The Vendor shall immediately repair all defective items upon notification. Items repaired under the provisions shall have an extended warranty period of twelve (12) months from the date of repair of the item.

**(k) Project Schedule; Progress Reports.** Prior to commencing the work, the Vendor shall provide a project schedule to the City with sufficient detail to identify the commencement dates, expected progress, and completion dates of each stage of the work (the "Project Schedule"). The City shall have the right, in its reasonable discretion, to require changes to the proposed Project Schedule. Upon written approval of the Project Schedule by the City, the Vendor may begin the work. During the work, the Vendor shall prepare and submit to the City weekly written progress reports. To be delivered no later than 3:00 p.m. on Thursday of each week (each, a "Progress Report"), which accomplish each of the following: (1) update the Project Schedule as necessary; (2) identify all information, personnel, equipment, facilities, and resources of the City that will be required for the Vendor to perform the work for the subsequent month; (3) identify and report the status of all tasks and deliverables that have fallen behind schedule; (4) identify and summarize all risks and problems identified by the Vendor, which may affect the performance of the Services; (5) for each risk and problem, identify the action and person(s) responsible for mitigating the risk and resolving the problem; (6) for each risk and problem identified, state the impact on the project schedule; and (7) any additional information required by paragraph (m) below. Notwithstanding the timely delivery of weekly Project Reports, the Vendor shall be required to immediately notify the City upon the discovery of any event, condition, risk, or problem that may substantially affect the Project Schedule or that presents a previously unknown risk of harm, damage, or destruction to any person or property in connection with the work.

**(l) Work Plans.** If required for this project, prior to commencing the work, the Vendor shall prepare (1) a plan that shows both its expected traffic flow patterns and any potential interferences with traffic flow patterns of the public (the "Traffic Flow Plan"); (2) a plan that shows both the parking spaces required by the Vendor and any parking spaces that will need to be temporarily closed to accommodate the work (the "Parking Plan"); (3) a plan that shows the days and hours during which the work will be conducted (the "Work Hours Plan"); and (4) a plan that shows the extent, date, and times of any expected street or sidewalk closings, as well as any expected impact on accessibility to and interference with the operations of businesses and residences in proximity to the work area (the "Public Interference Plan"). The Traffic Flow Plan, the Parking Plan, the Work Hours Plan, and the Public Interference Plan are referred to collectively as the "Work Plans." The Vendor shall not commence work until the City, in its reasonable discretion, has approved the Work Plans in writing. Any required changes to the Work Plans after work has commenced must be included in the next Progress Report. In addition, the Vendor shall describe in each Progress Report the expected degree of interference (with respect to traffic flow, noise, dust, accessibility, and parking) with businesses and residences in proximity to the work.

**(m) Weekly Public Updates.** On Friday of each week during the continuance of the work, the City will meet with the public (including, but not necessarily limited to, the owners and occupants of buildings and residences in proximity to the work) to describe the expected work and degree of interference during the upcoming week. The City may require a representative of the Vendor to attend such updates. In such event, the City shall give notice of the required attendance no later than 5:00 p.m. on the Thursday preceding the scheduled update.

**(n) Working Group for Notice.** Each and every notice, update, and report required hereunder shall be timely and concurrently delivered (electronically or physically) to the City's Director of Public Services (Ray Goodman), Purchasing Director (Alice Bailey), Downtown Development Manager (Howie Owens), and Construction Manager (Michael Geddings).

## **2. Relationship of the Parties; Representations and Warranties.**

**(a) Independent Contractor.** The City retains the Vendor on an independent contractor basis. The Vendor is not an agent or employee of the City for any purpose, and neither the Vendor nor its employees are entitled to any of the benefits that the City provides for its employees. Any person performing work under this Agreement on behalf of the Vendor shall at all times be under Vendor's exclusive direction and control. Vendor shall pay all wages, salaries, and other amounts due to such personnel in connection with their performance as an employee of Vendor as required by law. The Vendor shall be responsible for all reports and obligations respecting such persons, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and workers' compensation. The Vendor's performance of services and hours worked shall be entirely within the Vendor's control, and the City shall rely upon the Vendor to devote the time reasonably necessary to perform in accordance with this Agreement.

**(b) Workers' and Unemployment Compensation.** The City shall not be responsible for covering Vendor under any workers' compensation insurance or unemployment compensation insurance plans.

**(c) No Agency Authority.** The Vendor and its employees and agents shall have no authority or right to obligate the City in any way. The Vendor shall identify itself as an independent contractor and shall not hold itself out as an employee or agent of the City.

**(d) Non-Exclusivity.** The parties agree that this is not an exclusive contract and that the parties are free to enter into agreements and contracts for similar or other services with other parties during the term of this Agreement.

**(e) Delegation; Subcontracting.** The Vendor shall neither delegate nor subcontract any performance of the work under this Agreement to any person who is not an employee of the Vendor or to a subcontractor without the prior written consent of the City. If the City consents in writing to the delegation of or subcontract for the performance of all or a portion of the abatement work under this Agreement, any delegation of or subcontract for the performance of work under this Agreement shall be subject to the following conditions:

**(i)** The Vendor shall remain primarily liable to the City for the performance it delegated or otherwise subcontracted to a subcontractor or other person.

**(ii)** The Vendor shall remain liable to the City for the acts or omissions of any person or subcontractor and the subcontractor's officers, agents, or employees performing delegated work.

**(iii)** The Vendor shall deliver a copy of the duly executed subcontract to the City within 5 business days after executing the subcontract.

**(iv)** The Vendor and subcontractor shall agree in the subcontract that the City has no duty to perform any performance owed by the Vendor to subcontractor or any person under the subcontract including, but not limited to, payment under the subcontract.

Any delegation of performance of the Work under this Agreement, in whole or in part, without the prior written consent of the City or without agreement to or satisfaction of the conditions set forth in this paragraph is void and may, in the sole discretion of the City, result in the termination of this Agreement.

**(f) Representations and Warranties of the Vendor.** The Vendor hereby represents and warrants as follows:

**(i)** The Vendor represents and warrants that all of its agents, subcontractors, and employees are fully licensed, certified, or otherwise authorized to demolish structures, haul away and test debris (if necessary), and dispose of materials to legally pre-approved sites, and to the extent this Agreement includes hazardous materials remediation, to move, abate, and otherwise remediate hazardous materials, wastes, and/or contaminants including asbestos.

**(ii)** It is understood by the Vendor that the timing requirements of this Agreement must be strictly observed. In the event that the Vendor is unable to complete the abatement and removal in accordance with such requirements, the Vendor shall be required to pay the sum of \$200.00 per day as and for liquidated damages; which damages, although incapable of precise determination, shall be imposed to account for any delay costs that may be imposed or asserted by any other contractors or subcontractors or any other person arising out of such delay.

**(iii)** The price herein shall remain fixed. No other charges, extras, or additions shall be made or added to this Agreement unless first agreed to in writing by the City. Any work performed or extras outside the scope of the work herein described without the City's prior written approval shall be at the Vendor's sole cost and expense.

**(iv)** Should any dispute or change in the scope of work be required during the abatement and removal, the inability to resolve such dispute shall not be a basis for stopping work. The Vendor shall continue to perform all work hereunder, to dispose of all contaminants in the Structure, and to do all things necessary in order to make the Structure suitable for renovation and occupancy as prescribed by law and this Agreement.

**(v)** In the event that the City identifies unsatisfactory, defective, incomplete, or unworkmanlike work in the scope of the Vendor's services hereunder, the Vendor will, upon notice from the City immediately stop said work and immediately commence to comply with any such notice, and shall immediately correct any such problem at the Vendor's expense.

**(vi)** The Vendor represents and warrants that it possesses the necessary skill, knowledge, training, and capacity to demolish structures in Sumter County and, if this Agreement requires, to remove, abate, and/or remediate hazardous materials and contaminants as defined under any City, County, State, or Federal statute, regulation, rule, or directive, and that it will perform its work timely and in a workmanlike manner. The Vendor further represents and warrants that all documents and statements provided to the City as evidence of its skill, knowledge, training, and capacity are true, correct, and complete in all material respects.

**(vii)** The Vendor represents and warrants that it has fully inspected the Structure, and that the scope of work as prescribed herein is based upon said actual on-site inspection by the Vendor. The Vendor also acknowledges that the work hereunder is being done for the purpose of demolishing the Structure, for the development or reutilization of the site, and that the Vendor's work will be done in a professional and workmanlike manner.

**(viii)** The Vendor agrees that all work will be done in conformity with all applicable laws of the City, Sumter County, the State of South Carolina, and the United States of America; that all permits of any government-issuing authority will be secured; that property will at all times be maintained in a safe condition consistent with all applicable public safety laws; and that if required by this Agreement, all hazardous materials, wastes, or contaminants as referred to herein will be disposed of properly in accordance with such laws and at a legally pre-approved site. In such case, the Vendor will properly inspect the site for hazardous materials, wastes, or contaminants as referred to herein as required by law and shall remove and dispose of and transport same to pre-authorized sites. The Vendor shall have the hazardous materials, substances, or contaminants as referred to herein (or any materials suspected of same) tested and delivered to legally certified laboratories for testing and analysis. The Vendor shall maintain and deliver to the City complete and accurate manifests and receipts accurately depicting the nature, amount, and extent of all hazardous materials, substances, or contaminants as referred to herein, the testing laboratories, and complete trip logs accurately showing the chain of custody of the hazardous materials as well as the receipts for pre-approved disposal sites.

### **3. Termination and Suspension.**

**(a) Termination by the City for Cause.** The City may terminate this Agreement upon the occurrence of any one of the following:

**(i)** refusal or failure to supply in sufficient number or with sufficient expertise properly skilled workers or proper materials after written notification by the City that the Vendor has refused or failed in supplying properly skilled workers or proper materials;

**(ii)** refusal or failure to make payment to any subcontractor for materials or labor in accordance with the respective agreements between the Vendor and such subcontractor;

**(iii)** violation of any applicable law, statute, ordinance, code, rule, regulation, or lawful order of a public authority after prior written notice of the violation to the Vendor;

**(iv)** otherwise a substantial breach of any provision of this Agreement, and such breach remains uncured after three calendar days prior written notice of the breach by the City; or

**(v)** the City becomes reasonably concerned about the safety and/or efficacy of the removal and remediation of the Structure and its contents.

When any of the above reasons exist, the City may without prejudice to any other rights or remedies of the City and after giving the Vendor and the Vendor's surety, if any, written notice, terminate employment of the Vendor effective on the date stated in the notice and may, subject to any prior rights of the surety finish the work hereunder by whatever reasonable method the City may deem expedient. Upon written request of the Vendor, the City shall furnish to the Vendor an accounting of the costs incurred by the City in finishing the Work.

**(b) Termination by the City for Convenience.** The City may, at any time, terminate this Agreement for the City's convenience and without cause. Upon receipt of written notice from the City of such termination for convenience the Vendor shall:

- (i) cease operations as directed by the City in the notice;
- (ii) take actions necessary, or that the City may direct, for the protection and preservation of the work; and
- (iii) except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders for work and enter into no further subcontracts or purchase orders for the work.

In case of such termination for the City's convenience, the Vendor shall be entitled to receive payment for the work performed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the work that has been substantially completed.

**(c) Suspension by the City for Convenience.** The City may, without cause, order the Vendor in writing to suspend, delay, or interrupt the work in whole or in part for such period of time as the City may determine. The proposed completion time shall be adjusted for the time caused by suspension, delay, or interruption.

### **3. Indemnification.**

**(a)** As used herein, "Vendor" includes all subcontractors and other parties under any oral or written agreement, purchase order, or other instrument between Vendor and any subcontractor for or on behalf of the City.

**(b)** Vendor shall indemnify, keep, and save harmless the City, its elected officials, officers, employees, staff, and agents against all injuries, death, loss, damage, claims, suits, liabilities, judgments, costs, and expenses ("Claims") that may arise hereunder or otherwise result from or in connection with Vendor's abatement and removal activity under this Agreement, and the Vendor shall, at his own expense, appear, defend, and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and if any judgment shall be rendered against the City in any such action, the Vendor shall at his own expense, satisfy and discharge the same. Vendor expressly understands and agrees that any performance bond or insurance protection required by this Agreement, or otherwise provided by Vendor, shall in no way limit the responsibility to indemnify, keep, and save harmless and defend the City as herein provided.

**(c)** Vendor's indemnification and defense obligations hereunder shall extend to Claims occurring after this Agreement is terminated as well as while it is in force, and shall continue until it is finally adjudicated that any and all actions against the Indemnified Parties for such matters which are indemnified hereunder are fully and finally barred by applicable Laws.

**4. Governmental Immunity.** The City does not waive its governmental immunity by entering into this Agreement and fully retains all immunities and defenses provided by law with respect to any action based upon or occurring as a result of this Agreement.

## **5. Licensing and Insurance.**

**(a) Certificate of Insurance:** Before starting work on the Structure, the Vendor shall furnish one or more Certificates of Insurance, in a form acceptable to the City, evidencing the Vendor's compliance with this Agreement's insurance requirements. All insurance policies are to be written through a company duly authorized to transact that class of insurance within the jurisdiction of the City and shall be with insurance companies acceptable to the City and with A.M. Best Rating of A minus or better. The Certificates of Insurance and policies for the commercial general liability and business automobile liability policy shall name the City, and if requested, the City's agents, as additional insureds for completed and ongoing operations on a primary and non-contributory basis. All Certificates of Insurance shall state policy numbers, dates of expiration, policy limits, and provide that the insurance will not be cancelled or changed unless the City has been given written notice at least thirty (30) days prior to the date of the proposed change or cancellation. If the Vendor fails to procure or maintain required insurance coverages, the City shall have the right, but not the obligation, to procure and maintain the required insurance for and in the name of the Vendor, and the Vendor shall pay the cost thereof and furnish all necessary information to make effective and maintain such insurance. The Vendor shall not commence work until all insurance requirements are met.

**(b) Coverages.** The insurance coverages to be provided include those as set forth below:

**(i)** Commercial general liability insurance with limits of \$1,000,000 per occurrence/\$1,000,000 aggregate bodily injury and property damage liability. This coverage must, at a minimum, include coverage and/or endorsements for premises operations, products/completed operations, contractual liability assumed by the Vendor under this Agreement, personal injury, advertising injury and broad-form property damage (including coverage for explosion, collapse, and underground hazards), and independent contractor coverages. All liability policies must be written on an "occurrence" basis. Such policy shall not contain Endorsement, CG 22 94 10 01. The commercial general liability and automobile liability insurance required herein shall protect the Vendor and the City against liability from damages growing out of any Vendor operations (including the operation of all automobiles, trucks, and other vehicles owned or rented) in connection with the performance of this Agreement, as well as liability arising after the completion of the Vendor's operations.

**(ii)** Motor vehicle liability insurance with bodily injury limits of \$1,000,000 and property damage limits of \$1,000,000 or a combined single limit of \$1,000,000.

**(iii)** Worker's compensation in accordance with, and providing coverages meeting or exceeding the limits required by, the laws of the State of South Carolina, and employer's liability insurance with the following minimum limits: \$100,000 per accident, \$100,000 per disease for each employee, and \$500,000 aggregate.

**(iv)** Excess or umbrella liability insurance with a policy limit of \$1,000,000 per occurrence and aggregate.

**(c) Sub-Contractor Insurance.** If the Vendor elects, with the City's prior written approval, to subcontract any portion of the abatement or removal work to one or more subcontractors, the Vendor must require of each such subcontractor insurance coverage similar to that required of the Vendor hereunder and shall furnish to the City evidence that such insurance coverages are currently in effect. Moreover, the Vendor shall require each such subcontractor to name the Vendor and the

City as additional insureds on such subcontractor's commercial general liability insurance and will provide the Vendor with a waiver of subrogation form from such Subcontractors workers' compensation carrier. Failure of the Vendor to require any subcontractor to obtain the coverages required herein or to furnish the City evidence of such coverage shall be grounds for termination for default.

**(d) Documentation.** The Vendor shall furnish one copy of each Certificate of Insurance herein required attached to each copy of this Agreement, plus three additional copies of each Certificate of Insurance herein required, which shall specifically set forth evidence of all coverages set forth above. The Vendor shall furnish to the City copies of any endorsements that are subsequently issued amending coverage or limits.

**(e) Payment and Performance Bonds.** If the required payment hereunder exceeds \$50,000, the Vendor shall provide payment and performance bonds in the full amount of this Agreement.

**(i)** The payment and performance bonds, if any, shall name the City as the obligee. Such bonds must be secured by cash or must be issued by a surety company licensed in the State of South Carolina with an "A" minimum rating of performance as stated in the most current publication of "Best Key Rating Guide, Property Liability".

**(ii)** Upon execution of this Agreement, the Vendor shall furnish to the City a performance bond and a separate labor and material payment bond in a form acceptable to the City. The bonds shall guarantee the Vendor's faithful performance of this Agreement and payment of all obligations arising hereunder. The bonds shall remain in force until the abatement and removal has been completed and accepted by the City, the provisions of all guarantees required by this Agreement have been fulfilled, and the warranty periods and period for correction of the work required by this Agreement have expired, or the period for filing mechanics' liens has expired, whichever occur latest, after which time the bonds shall lapse. The Vendor shall bear all costs in connection with the bonds as a part of this Agreement. One executed copy of each bond shall be attached to each executed copy of this Agreement.

**(iii)** The Vendor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

**6. Compliance with Civil Rights Laws.** The Vendor certifies that it has adopted an equal employment opportunity policy and it is in full compliance with applicable federal, state, and local laws, rules, and regulations in the area of non-discrimination in employment. The Vendor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, because of race, color, religion, national origin, age, or sex. Breach of this Section by Vendor within the State of South Carolina shall constitute a material breach of this Agreement, and the City shall be entitled to terminate this Agreement.

**7. Anti-Kickback Clause.** The Vendor affirms and declares it has not accepted nor given any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind provided, directly or indirectly, from any person for the purpose of improperly obtaining or rewarding favorable treatment in connection with this Agreement or in connection with a subcontract relating to this Agreement.

**8. Non-Collusion.** The undersigned affirms that the Vendor has not prepared the winning bid resulting in this Agreement in collusion with any other bidder, and that the prices, terms, or conditions of said bid

have not been communicated by the Vendor nor by any employee or agent of Vendor to any other person engaged in this type of business prior to the official opening of said bid.

**9. Notice.** All notices, demands, or other writings permitted or required by the terms of this Agreement shall be deemed to have been fully given, made, or sent when made in writing and deposited in the United States Mail, postage prepaid, and addressed to a party at the address set forth above or such other address provided to the other party in writing.

**10. Entire Agreement.** This Agreement, together with the attachment to this Agreement, shall constitute the entire agreement between the parties. Any prior understanding, representation, or negotiation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

**11. Modification.** Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in a writing signed by each party or its authorized representative.

**12. Partial Invalidity.** If any provision of this Agreement, or the application thereof, shall for any reason and to any extent be invalid or unenforceable, the remainder of this Agreement and application of such provisions to other persons or circumstances shall be interpreted so as best to reasonably effect the intent of the parties hereto. The parties further agree to replace any such invalid or unenforceable provisions of this Agreement with valid and enforceable provisions that will achieve, to the extent possible, the economic, business, and other purposes of the invalid or unenforceable provisions.

**13. Absence of Waiver.** The failure of either party to insist on the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of such terms and conditions, shall not be construed as thereafter waiving such terms and conditions, which shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

**14. Assignment.** The rights and obligations of each party under this Agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior written consent of the other party. In the event of a proper assignment, this Agreement shall be binding upon and inure to the benefit of the parties' successors and assigns.

**15. No Third Party Benefit.** The provisions of this Agreement are for the benefit of the parties hereto, and not for the benefit of any other person or legal entity.

**16. Consent to Personal Jurisdiction/Governing Law.**

**(a) Consent to Jurisdiction.** Vendor acknowledges that this Agreement shall be deemed to have been executed in Sumter County in the State of South Carolina and hereby consents to the exercise of general personal jurisdiction over it by the appropriate courts in Sumter County in the State of South Carolina.

**(b) Venue for Actions.** Any action on a controversy that arises under this Agreement shall be brought in Sumter County in the State of South Carolina, which Vendor agrees is a reasonably convenient place for trial of the action. Vendor agrees that its consent in accordance with this Section is not obtained by misrepresentation, duress, the abuse of economic power, or other unconscionable means.

**(c) Governing Law.** This Agreement shall be governed in all respects by the laws of the State of South Carolina, without respect to conflicts of law.

**17. Interpretation.** In the interpretation of this Agreement, it shall be construed as if it were drawn jointly or by both the Vendor and the City and no inference or presumption shall be made or drawn either for or against the Vendor or the City by virtue of who might have prepared this Agreement.

**IN WITNESS WHEREOF,** the Vendor and the City have executed this Agreement under seal as of the day and year first written above.

**VENDOR:  
CORPORATE NAME OF VENDOR**

\_\_\_\_\_  
Name:  
Title:

[SEAL]

**Notice Address of Vendor:**

**Name and Address of Vendor's Registered Agent:**

**CITY:  
CITY OF SUMTER, SOUTH CAROLINA**

\_\_\_\_\_  
Name: Deron L. McCormick  
Title: City Manager

[SEAL]

**Notice Address of City:**

21 N. Main Street, 4th Floor  
Sumter, South Carolina 29150

**EXHIBIT A**

**ATTACH ANNOTATED AERIAL VIEW OF SITE**

1. 16 E. BARTLETTE (TM# 228-13-09-025)
2. 8 E BARTLETTE (TM# TM# 228-13-09-024)
3. 201 S. MAIN STREET (TM# TM# 228-13-09-023)

**EXHIBIT B**

**ATTACH BID**

1. BID SUBMITTAL
2. CERTIFICATE OF INSURANCE

**EXHIBIT C-1**

**90% PAYMENT REQUEST AND  
CONDITIONAL WAIVER OF MECHANICS' LIEN RIGHTS**

---

(Vendor requesting Payment) \_\_\_\_\_ (Payment Amount Requested) \_\_\_\_\_

---

(Street Address) \_\_\_\_\_

---

(City, State, Zip Code) \_\_\_\_\_

In the Abatement Services Agreement dated the \_\_\_\_ day of \_\_\_\_\_, 2013, the City of Sumter, South Carolina, contracted with the above-identified Vendor to abate a structure on the properties identified as 16 E. BARTLETTE (TM# 228-13-09-025), 8 E BARTLETTE (TM# TM# 228-13-09-024), and 201 S. MAIN STREET (TM# TM# 228-13-09-023), Sumter, SC 29150 (the "Structures").

As proof of completion of the abatement of the Structure, Vendor has attached to this request for payment ALL of the following documents and evidence:

1. Copies of Permits (city, water, and sewer).
2. Dump Tickets.
3. Evidence of compliance with all specifications.

By signing below, the Vendor waives and releases all mechanics' lien rights the Vendor has for labor and service provided, and equipment and material delivered, to the City of Sumter under the Abatement Services Agreement prior to the date of this request for payment. This waiver and release of mechanics' lien rights is effective only upon Vendor's receipt of payment from the financial institution on which a check is drawn in the amount requested above, less any retainages held by the City of Sumter.

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Witness: \_\_\_\_\_

Print Name: \_\_\_\_\_

**EXHIBIT C-2**

**RETAINAGE PAYMENT REQUEST AND  
CONDITIONAL WAIVER OF MECHANICS' LIEN RIGHTS**

\_\_\_\_\_  
\_\_\_\_\_  
(Vendor requesting Payment) (Payment Amount Requested)

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(City, State, Zip Code)

In the Abatement Services Agreement dated the \_\_\_\_ day of \_\_\_\_\_, 2013, the City of Sumter, South Carolina, contracted with the above-identified Vendor to demolish a structure on the properties identified as 16 E. BARTLETTE (TM# 228-13-09-025), 8 E BARTLETTE (TM# TM# 228-13-09-024), and 201 S. MAIN STREET (TM# TM# 228-13-09-023), Sumter, SC 29150 (the "Structures").

As proof of completion of the abatement of the Structure, Vendor has attached to this request for payment ALL of the following documents and evidence:

1. Evidence of Compliance with all specifications.
2. Other: \_\_\_\_\_

By signing below, the Vendor waives and releases all mechanics' lien rights the Vendor has for labor and service provided, and equipment and material delivered, to the City of Sumter under the Abatement Services Agreement prior to the date of this request for payment. This waiver and release of mechanics' lien rights is effective only upon Vendor's receipt of payment from the financial institution on which a check is drawn in the amount requested above, less any retainages held by the City of Sumter.

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Witness: \_\_\_\_\_

Print Name: \_\_\_\_\_

## DEMOLITION SERVICES AGREEMENT

NAME OF CONTRACTOR: ("VENDOR")  
CORPORATE FORM:  
STATE OF FORMATION:  
DEMOLITION: 16 E. BARTLETTE (TM# 228-13-09-025)  
8 E BARTLETTE (TM# TM# 228-13-09-024)  
201 S. MAIN STREET (TM# TM# 228-13-09-023)  
DATE OF DEMOLITION: FINAL COMPLETION NO LATER THAN \_\_\_\_\_

This Agreement (this "Agreement") is entered into on this \_\_\_th day of \_\_\_\_\_, 2016, by and between the **CITY OF SUMTER, SOUTH CAROLINA**, a municipal corporation and a political subdivision of the State of South Carolina with its principal administrative office at 21 N. Main Street, Sumter, South Carolina 29150 (the "City"), and the contractor identified above (the "Vendor").

### RECITALS

**A. Structures to be Demolished.** The City requires demolition and complete removal of structures located at the addresses identified above and their contents (collectively, the "Structures"). An annotated aerial view of the locations of each Structure is attached hereto as Exhibit A.

**B. Capacity of Vendor.** The Vendor is in the demolition business, properly licensed, and has the capability to demolish, raze, remove, and clean up the demolished area in accordance with generally accepted demolition practices and procedures.

**C. Acceptance of Bid.** The Vendor's bid for demolition services for the Structures has been accepted by the City.

**D. Need for Agreement.** The parties desire to enter into this Agreement upon the terms and conditions that follow.

### AGREEMENT

Now, therefore, in consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows.

#### **I. Services to Be Provided by Vendor; Duties and Obligations.**

**(a) Demolition and Removal.** For the amount and subject to the conditions set forth in the Vendor's bid attached to this Agreement as Exhibit B, the Vendor shall provide all necessary labor, materials, and equipment to demolish the Structures, clean up the affected area where the Structures were located prior to the demolition and the area surrounding the Structures prior to the demolition, and remove all equipment, debris, and rubbish from the demolition area in accordance with generally accepted demolition practices and procedures. Unless otherwise provided to the contrary in the bid attached hereto, the Vendor will obtain all required demolition permits within 20 calendar days after the execution of this Agreement, and will complete demolition of the Structures and clearing of lot within NO LATER THAN FRIDAY, JULY 17, 2015.

**(b) Payment.** Subject to a final inspection by the City, payment is to be made as follows: 90% of the contract price will be paid to or at the direction of the Vendor within 30 calendar days after substantial completion of the Vendor's work hereunder. A 10% retainage will be retained by the City for 60 calendar days to ensure that backfill conditions are stable and remaining landscaping is intact and alive. Any progress payments or alternative payment methods, if any, are attached hereto and made a part hereof, and are valid only if executed in writing by both parties hereto.

(i) In order to receive the Ninety-Percent (90%) payment, Vendor must submit Exhibit C-1 (90% Payment Request Form and Conditional Waiver of Mechanics' Lien Rights) attached hereto filled out in its entirety and submit all documents specifically referenced therein.

(ii) In order to receive the Ten-Percent (10%) retainage payment, Vendor must submit Exhibit C-2 (10% Retainage Payment Request Form and Final Waiver of Mechanics' Lien Rights) attached hereto filled out in its entirety and submit all documents specifically referenced therein.

**(c) Permits.** The Vendor shall be responsible for obtaining all necessary demolition permits and/or approvals from appropriate sources, and the Vendor shall be responsible for the payment of all such permits and/or approvals. Permit costs shall be included in the Demolition bid item. The Vendor shall provide the City with copies of all such permits and/or approvals.

**(d) Tipping Fees.** The Vendor shall furnish the disposal site for all demolition materials, fill, and rubbish. If the Vendor chooses to dispose the material in the Sumter County Landfill, all tipping fees will be waived. If the Vendor chooses to dispose the material in the any other landfill, the Vendor will be responsible for all tipping fees.

**(e) Prohibited Acts.** While performing demolition and removal work in accordance with this Agreement, the Vendor shall not engage in any action that constitutes a violation of any law, order, ordinance, rule, regulation, or code of any government authority that may cause injury to persons, nor shall the Vendor in any manner deface or injure property that is not subject to demolition, permit any unreasonably objectionable noise or odor to be emitted, permit anything to be done on property where the Structures are located tending to create a health, environmental, or safety hazard or nuisance, or cause any penalty to the City.

**(f) Removal and Disposal of Materials; Compliance with Environmental Laws.**

(i) The Vendor shall at all times keep the site of the demolition free from accumulations of debris, waste materials, or rubbish. The Vendor shall be responsible, following the demolition, for removal of all tools, equipment, debris, surplus or waste materials, and rubbish. With respect to all rubbish, garbage, solid waste, C&D waste, and/or hazardous waste, such disposal shall be at licensed facilities. The Vendor will be required to produce dump slips from a licensed land field facility for proof of proper disposal of the contents of the structures, any onsite materials mentioned herein, and the Structures themselves.

(ii) The Vendor shall maintain adequate dust control at all times and is responsible for dirt removal and debris from streets and sidewalks at the end of each day.

(iii) The Vendor shall comply with all federal, state, and local environmental statutes, ordinances, and regulations ("Environmental Laws"), including emergency planning and community right-to-know laws, and shall, in cooperation with the City when necessary, obtain any necessary permits and comply with all reporting requirements required by such

Environmental Laws. The Vendor shall provide the City with copies of all documents submitted to federal, state, and local environmental agencies.

**(iv)** The Vendor shall not treat, store, or dispose of hazardous materials or hazardous substances on the site of the demolition, or allow such materials or substances to be released to the environment; provided, however, that the Vendor may store such materials and substances temporarily in approved tanks or containers, in accordance with all Environmental Laws and with the approval of the City, which approval will not be unreasonably withheld, so long as a permit is not required therefore under the federal Resource Conservation and Recovery Act (RCRA), as amended, or analogous or derivative state or local laws. The Vendor shall remove from the site of the demolition and dispose of all hazardous materials, including all solid wastes, in compliance with applicable Environmental Laws. Any penalty or other liability arising from the Vendor's failure to comply with Environmental Laws shall be borne by the Vendor and the Vendor shall indemnify the City for any liability and expense imposed upon the City because of any act or water, air, or land pollution resulting from the activities of the Vendor or the Vendor's employees, subcontractors, or agents.

**(g) Preservation of Utilities.** The Vendor is responsible for contacting all applicable utility companies in order to arrange for proper disconnections from the proposed demolition site. Utility contacts may include gas, electric, cable, telephone, public water supply, or sanitary sewer as well as septic tank abandonment or water well closure. Proof of proper coordination and disconnection procedures (written documentation) and required permits with each of the utility providers will be required from the Vendor prior to disbursement of final payment to the Vendor. The Vendor is further required to coordinate with the City on delivery of water to the site of the work and may not access City sources of water without the prior written approval of the City, which approval shall establish the times, manner, terms, and conditions upon which the Vendor may access City sources of water.

**(h) Inspections.** The City may expect the site of the demolition at any time and without prior notice. If, during an inspection, the City becomes reasonably concerned about the safety and/or efficacy of the demolition, removal, and remediation of the Structures and their contents, then the City may (but shall be under no obligation to, and shall have no liability to any party for failure to) direct the work or arrange for a qualified third party to inspect the site and provide recommend improvements to safety and efficacy processes.

**(i) Safety Measures.** The Vendor shall furnish and erect, at no additional cost to the City, whatever sidewalks, bridges, culverts, or other works as may be necessary for the protection of the public, including, but not limited to, barricades, fences, etc. and for the safe and proper execution of other public utility lines so as not to interfere therewith or damage or cause damage thereto. The Vendor shall be responsible for all damages to persons or property that occur as a result of his fault, omission, or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all work performed hereunder until completion and final acceptance, whether or not the same has been covered in whole or in part by payments made by the City.

**(j) Abatement, Remediation, Removal.** The Vendor shall be responsible for the proper and lawful abatement, remediation, removal, and disposal of any and all lead-based paint, asbestos, or other such hazardous materials by a company licensed and certified for such purposes. The Vendor must be, or must subcontract with, a South Carolina Department of Health and Environmental Control Approved Asbestos Abatement Contractor, and must secure all requisite permits and

approvals for asbestos abatement, remediation, and removal. The Vendor shall be responsible for the removal and proper disposal of any hazardous materials or friable asbestos located on the Site. A copy of the license and permits of the abatement Vendor performing the hazardous materials abatement must be included in the contract bid documents. Failure to include this license with the bid documents will result in a rejection of those portions of the bid requiring hazardous materials abatement from consideration. Vendor has such a license or agrees to retain a Vendor who possesses such a valid license.

**(k) Guarantee.** The Vendor shall guarantee all materials and workmanship for a period of one (1) year from the date of acceptance by the City and shall replace any portions that fail because of faulty materials or workmanship at no additional cost to the City. A six (6) month and eleven (11) month inspection will be held during the warranty period. The Vendor shall immediately repair all defective items upon notification. Items repaired under the provisions shall have an extended warranty period of twelve (12) months from the date of repair of the item.

**(l) Project Schedule; Progress Reports.** Prior to commencing the work, the Vendor shall provide a project schedule to the City with sufficient detail to identify the commencement dates, expected progress, and completion dates of each stage of the work (the "Project Schedule"). The City shall have the right, in its reasonable discretion, to require changes to the proposed Project Schedule. Upon written approval of the Project Schedule by the City, the Vendor may begin the work. During the work, the Vendor shall prepare and submit to the City weekly written progress reports. To be delivered no later than 3:00 p.m. on Thursday of each week (each, a "Progress Report"), which accomplish each of the following: (1) update the Project Schedule as necessary; (2) identify all information, personnel, equipment, facilities, and resources of the City that will be required for the Vendor to perform the work for the subsequent month; (3) identify and report the status of all tasks and deliverables that have fallen behind schedule; (4) identify and summarize all risks and problems identified by the Vendor, which may affect the performance of the Services; (5) for each risk and problem, identify the action and person(s) responsible for mitigating the risk and resolving the problem; (6) for each risk and problem identified, state the impact on the project schedule; and (7) any additional information required by paragraph (m) below. Notwithstanding the timely delivery of weekly Project Reports, the Vendor shall be required to immediately notify the City upon the discovery of any event, condition, risk, or problem that may substantially affect the Project Schedule or that presents a previously unknown risk of harm, damage, or destruction to any person or property in connection with the work.

**(m) Work Plans.** Prior to commencing the work, the Vendor shall prepare (1) a plan that shows both its expected traffic flow patterns and any potential interferences with traffic flow patterns of the public (the "Traffic Flow Plan"); (2) a plan that shows both the parking spaces required by the Vendor and any parking spaces that will need to be temporarily closed to accommodate the work (the "Parking Plan"); (3) a plan that shows the days and hours during which the work will be conducted (the "Work Hours Plan"); and (4) a plan that shows the extent, date, and times of any expected street or sidewalk closings, as well as any expected impact on accessibility to and interference with the operations of businesses and residences in proximity to the work area (the "Public Interference Plan"). The Traffic Flow Plan, the Parking Plan, the Work Hours Plan, and the Public Interference Plan are referred to collectively as the "Work Plans." The Vendor shall not commence work until the City, in its reasonable discretion, has approved the Work Plans in writing. Any required changes to the Work Plans after work has commenced must be included in the next Progress Report. In addition, the Vendor shall describe in each Progress Report the expected degree of interference (with respect to traffic flow, noise, dust, accessibility, and parking) with businesses and residences in proximity to the work.

**(n) Weekly Public Updates.** On Friday of each week during the continuance of the work, the City will meet with the public (including, but not necessarily limited to, the owners and occupants of buildings and residences in proximity to the work) to describe the expected work and degree of interference during the upcoming week. The City may require a representative of the Vendor to attend such updates. In such event, the City shall give notice of the required attendance no later than 5:00 p.m. on the Thursday preceding the scheduled update.

**(o) Working Group for Notice.** Each and every notice, update, and report required hereunder shall be timely and concurrently delivered (electronically or physically) to the City's Director of Public Services (Ray Goodman), Purchasing Director (Alice Bailey), Downtown Development Manager (Howie Owens), and Construction Manager (Michael Geddings).

## **2. Relationship of the Parties; Representations and Warranties.**

**(a) Independent Contractor.** The City retains the Vendor on an independent contractor basis. The Vendor is not an agent or employee of the City for any purpose, and neither the Vendor nor its employees are entitled to any of the benefits that the City provides for its employees. Any person performing work under this Agreement on behalf of the Vendor shall at all times be under Vendor's exclusive direction and control. Vendor shall pay all wages, salaries, and other amounts due to such personnel in connection with their performance as an employee of Vendor as required by law. The Vendor shall be responsible for all reports and obligations respecting such persons, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and workers' compensation. The Vendor's performance of services and hours worked shall be entirely within the Vendor's control, and the City shall rely upon the Vendor to devote the time reasonably necessary to perform in accordance with this Agreement.

**(b) Workers' and Unemployment Compensation.** The City shall not be responsible for covering Vendor under any workers' compensation insurance or unemployment compensation insurance plans.

**(c) No Agency Authority.** The Vendor and its employees and agents shall have no authority or right to obligate the City in any way. The Vendor shall identify itself as an independent contractor and shall not hold itself out as an employee or agent of the City.

**(d) Non-Exclusivity.** The parties agree that this is not an exclusive contract and that the parties are free to enter into agreements and contracts for similar or other services with other parties during the term of this Agreement.

**(e) Delegation; Subcontracting.** The Vendor shall neither delegate nor subcontract any performance of the work under this Agreement to any person who is not an employee of the Vendor or to a subcontractor without the prior written consent of the City. If the City consents in writing to the delegation of or subcontract for the performance of all or a portion of the demolition work under this Agreement, any delegation of or subcontract for the performance of work under this Agreement shall be subject to the following conditions:

**(i)** The Vendor shall remain primarily liable to the City for the performance it delegated or otherwise subcontracted to a subcontractor or other person.

(ii) The Vendor shall remain liable to the City for the acts or omissions of any person or subcontractor and the subcontractor's officers, agents, or employees performing delegated work.

(iii) The Vendor shall deliver a copy of the duly executed subcontract to the City within 5 business days after executing the subcontract.

(iv) The Vendor and subcontractor shall agree in the subcontract that the City has no duty to perform any performance owed by the Vendor to subcontractor or any person under the subcontract including, but not limited to, payment under the subcontract.

Any delegation of performance of the Work under this Agreement, in whole or in part, without the prior written consent of the City or without agreement to or satisfaction of the conditions set forth in this paragraph is void and may, in the sole discretion of the City, result in the termination of this Agreement.

**(f) Representations and Warranties of the Vendor.** The Vendor hereby represents and warrants as follows:

(i) The Vendor represents and warrants that all of its agents, subcontractors, and employees are fully licensed, certified, or otherwise authorized to demolish structures, haul away and test debris (if necessary), and dispose of demolition materials to legally pre-approved sites, and to the extent this Agreement includes hazardous materials remediation, to move, abate, and otherwise remediate hazardous materials, wastes, and/or contaminants including asbestos.

(ii) It is understood by the Vendor that the timing requirements of this Agreement must be strictly observed. In the event that the Vendor is unable to complete the demolition and removal in accordance with such requirements, the Vendor shall be required to pay the sum of \$200.00 per day as and for liquidated damages; which damages, although incapable of precise determination, shall be imposed to account for any delay costs that may be imposed or asserted by any other contractors or subcontractors or any other person arising out of such delay.

(iii) The price herein shall remain fixed. No other charges, extras, or additions shall be made or added to this Agreement unless first agreed to in writing by the City. Any work performed or extras outside the scope of the work herein described without the City's prior written approval shall be at the Vendor's sole cost and expense.

(iv) Should any dispute or change in the scope of work be required during the demolition and removal, the inability to resolve such dispute shall not be a basis for stopping work. The Vendor shall continue to perform all work hereunder, to dispose of all contaminants in the Structures, and to do all things necessary in order to make the Structures suitable for demolition as prescribed by law and this Agreement.

(v) In the event that the City identifies unsatisfactory, defective, incomplete, or unworkmanlike work in the scope of the Vendor's services hereunder, the Vendor will, upon notice from the City immediately stop said work and immediately commence to comply with any such notice, and shall immediately correct any such problem at the Vendor's expense.

(vi) The Vendor represents and warrants that it possesses the necessary skill, knowledge, training, and capacity to demolish structures in Sumter County and, if this Agreement requires,

to remove, abate, and/or remediate hazardous materials and contaminants as defined under any City, County, State, or Federal statute, regulation, rule, or directive, and that it will perform its work timely and in a workmanlike manner. The Vendor further represents and warrants that all documents and statements provided to the City as evidence of its skill, knowledge, training, and capacity are true, correct, and complete in all material respects.

**(vii)** The Vendor represents and warrants that it has fully inspected the Structures, and that the scope of work as prescribed herein is based upon said actual on-site inspection by the Vendor. The Vendor also acknowledges that the work hereunder is being done for the purpose of demolishing the Structures, for the development or reutilization of the site, and that the Vendor's work will be done in a professional and workmanlike manner.

**(viii)** The Vendor agrees that all work will be done in conformity with all applicable laws of the City, Sumter County, the State of South Carolina, and the United States of America; that all demolition permits of any government-issuing authority will be secured; that property will at all times be maintained in a safe condition consistent with all applicable public safety laws; and that if required by this Agreement, all hazardous materials, wastes, or contaminants as referred to herein will be disposed of properly in accordance with such laws and at a legally pre-approved site. In such case, the Vendor will properly inspect the site for hazardous materials, wastes, or contaminants as referred to herein as required by law and shall remove and dispose of and transport same to pre-authorized sites. The Vendor shall have the hazardous materials, substances, or contaminants as referred to herein (or any materials suspected of same) tested and delivered to legally certified laboratories for testing and analysis. The Vendor shall maintain and deliver to the City complete and accurate manifests and receipts accurately depicting the nature, amount, and extent of all hazardous materials, substances, or contaminants as referred to herein, the testing laboratories, and complete trip logs accurately showing the chain of custody of the hazardous materials as well as the receipts for pre-approved disposal sites.

### **3. Termination and Suspension.**

**(a) Termination by the City for Cause.** The City may terminate this Agreement upon the occurrence of any one of the following:

**(i)** refusal or failure to supply in sufficient number or with sufficient expertise properly skilled workers or proper materials after written notification by the City that the Vendor has refused or failed in supplying properly skilled workers or proper materials;

**(ii)** refusal or failure to make payment to any subcontractor for materials or labor in accordance with the respective agreements between the Vendor and such subcontractor;

**(iii)** violation of any applicable law, statute, ordinance, code, rule, regulation, or lawful order of a public authority after prior written notice of the violation to the Vendor;

**(iv)** otherwise a substantial breach of any provision of this Agreement, and such breach remains uncured after three calendar days prior written notice of the breach by the City; or

**(v)** the City becomes reasonably concerned about the safety and/or efficacy of the demolition, removal, and remediation of the Structures and their contents.

When any of the above reasons exist, the City may without prejudice to any other rights or remedies of the City and after giving the Vendor and the Vendor's surety, if any, written notice, terminate employment of the Vendor effective on the date stated in the notice and may, subject to any prior rights of the surety finish the work hereunder by whatever reasonable method the City may deem expedient. Upon written request of the Vendor, the City shall furnish to the Vendor an accounting of the costs incurred by the City in finishing the Work.

**(b) Termination by the City for Convenience.** The City may, at any time, terminate this Agreement for the City's convenience and without cause. Upon receipt of written notice from the City of such termination for convenience the Vendor shall:

- (i) cease operations as directed by the City in the notice;
- (ii) take actions necessary, or that the City may direct, for the protection and preservation of the work; and
- (iii) except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders for work and enter into no further subcontracts or purchase orders for the work.

In case of such termination for the City's convenience, the Vendor shall be entitled to receive payment for the work performed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the work that has been substantially completed.

**(c) Suspension by the City for Convenience.** The City may, without cause, order the Vendor in writing to suspend, delay, or interrupt the work in whole or in part for such period of time as the City may determine. The proposed completion time shall be adjusted for the time caused by suspension, delay, or interruption.

### **3. Indemnification.**

**(a)** As used herein, "Vendor" includes all subcontractors and other parties under any oral or written agreement, purchase order, or other instrument between Vendor and any subcontractor for or on behalf of the City.

**(b)** Vendor shall indemnify, keep, and save harmless the City, its elected officials, officers, employees, staff, and agents against all injuries, death, loss, damage, claims, suits, liabilities, judgments, costs, and expenses ("Claims") that may arise hereunder or otherwise result from or in connection with Vendor's demolition and removal activity under this Agreement, and the Vendor shall, at his own expense, appear, defend, and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and if any judgment shall be rendered against the City in any such action, the Vendor shall at his own expense, satisfy and discharge the same. Vendor expressly understands and agrees that any performance bond or insurance protection required by this Agreement, or otherwise provided by Vendor, shall in no way limit the responsibility to indemnify, keep, and save harmless and defend the City as herein provided.

**(c)** Vendor's indemnification and defense obligations hereunder shall extend to Claims occurring after this Agreement is terminated as well as while it is in force, and shall continue until it is finally adjudicated that any and all actions against the Indemnified Parties for such matters which are indemnified hereunder are fully and finally barred by applicable Laws.

**4. Governmental Immunity.** The City does not waive its governmental immunity by entering into this Agreement and fully retains all immunities and defenses provided by law with respect to any action based upon or occurring as a result of this Agreement.

**5. Licensing and Insurance.**

**(a) Certificate of Insurance:** Before starting demolition of the Structures, the Vendor shall furnish one or more Certificates of Insurance, in a form acceptable to the City, evidencing the Vendor's compliance with this Agreement's insurance requirements. All insurance policies are to be written through a company duly authorized to transact that class of insurance within the jurisdiction of the City and shall be with insurance companies acceptable to the City and with A.M. Best Rating of A minus or better. The Certificates of Insurance and policies for the commercial general liability and business automobile liability policy shall name the City, and if requested, the City's agents, as additional insureds for completed and ongoing operations on a primary and non-contributory basis. All Certificates of Insurance shall state policy numbers, dates of expiration, policy limits, and provide that the insurance will not be cancelled or changed unless the City has been given written notice at least thirty (30) days prior to the date of the proposed change or cancellation. If the Vendor fails to procure or maintain required insurance coverages, the City shall have the right, but not the obligation, to procure and maintain the required insurance for and in the name of the Vendor, and the Vendor shall pay the cost thereof and furnish all necessary information to make effective and maintain such insurance. The Vendor shall not commence demolition until all insurance requirements are met.

**(b) Coverages.** The insurance coverages to be provided include those as set forth below:

**(i)** Commercial general liability insurance with limits of \$1,000,000 per occurrence/\$1,000,000 aggregate bodily injury and property damage liability. This coverage must, at a minimum, include coverage and/or endorsements for premises operations, products/completed operations, contractual liability assumed by the Vendor under this Agreement, personal injury, advertising injury and broad-form property damage (including coverage for explosion, collapse, and underground hazards), and independent contractor coverages. All liability policies must be written on an "occurrence" basis. Such policy shall not contain Endorsement, CG 22 94 10 01. The commercial general liability and automobile liability insurance required herein shall protect the Vendor and the City against liability from damages growing out of any Vendor operations (including the operation of all automobiles, trucks, and other vehicles owned or rented) in connection with the performance of this Agreement, as well as liability arising after the completion of the Vendor's operations.

**(ii)** Motor vehicle liability insurance with bodily injury limits of \$1,000,000 and property damage limits of \$1,000,000 or a combined single limit of \$1,000,000.

**(iii)** Worker's compensation in accordance with, and providing coverages meeting or exceeding the limits required by, the laws of the State of South Carolina, and employer's liability insurance with the following minimum limits: \$100,000 per accident, \$100,000 per disease for each employee, and \$500,000 aggregate.

**(iv)** Excess or umbrella liability insurance with a policy limit of \$1,000,000 per occurrence and aggregate.

**(c) Sub-Contractor Insurance.** If the Vendor elects, with the City's prior written approval, to subcontract any portion of the demolition or removal work to one or more subcontractors, the Vendor must require of each such subcontractor insurance coverage similar to that required of the Vendor hereunder and shall furnish to the City evidence that such insurance coverages are currently in effect. Moreover, the Vendor shall require each such subcontractor to name the Vendor and the City as additional insureds on such subcontractor's commercial general liability insurance and will provide the Vendor with a waiver of subrogation form from such Subcontractors workers' compensation carrier. Failure of the Vendor to require any subcontractor to obtain the coverages required herein or to furnish the City evidence of such coverage shall be grounds for termination for default.

**(d) Documentation.** The Vendor shall furnish one copy of each Certificate of Insurance herein required attached to each copy of this Agreement, plus three additional copies of each Certificate of Insurance herein required, which shall specifically set forth evidence of all coverages set forth above. The Vendor shall furnish to the City copies of any endorsements that are subsequently issued amending coverage or limits.

**(e) Payment and Performance Bonds.** If the required payment hereunder exceeds \$50,000, the Vendor shall provide payment and performance bonds in the full amount of this Agreement.

**(i)** The payment and performance bonds, if any, shall name the City as the obligee. Such bonds must be secured by cash or must be issued by a surety company licensed in the State of South Carolina with an "A" minimum rating of performance as stated in the most current publication of "Best Key Rating Guide, Property Liability".

**(ii)** Upon execution of this Agreement, the Vendor shall furnish to the City a performance bond and a separate labor and material payment bond in a form acceptable to the City. The bonds shall guarantee the Vendor's faithful performance of this Agreement and payment of all obligations arising hereunder. The bonds shall remain in force until the demolition and removal has been completed and accepted by the City, the provisions of all guarantees required by this Agreement have been fulfilled, and the warranty periods and period for correction of the work required by this Agreement have expired, or the period for filing mechanics' liens has expired, whichever occur latest, after which time the bonds shall lapse. The Vendor shall bear all costs in connection with the bonds as a part of this Agreement. One executed copy of each bond shall be attached to each executed copy of this Agreement.

**(iii)** The Vendor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

**6. Compliance with Civil Rights Laws.** The Vendor certifies that it has adopted an equal employment opportunity policy and it is in full compliance with applicable federal, state, and local laws, rules, and regulations in the area of non-discrimination in employment. The Vendor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, because of race, color, religion, national origin, age, or sex. Breach of this Section by Vendor within the State of South Carolina shall constitute a material breach of this Agreement, and the City shall be entitled to terminate this Agreement.

**7. Anti-Kickback Clause.** The Vendor affirms and declares it has not accepted nor given any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind provided, directly or

indirectly, from any person for the purpose of improperly obtaining or rewarding favorable treatment in connection with this Agreement or in connection with a subcontract relating to this Agreement.

**8. Non-Collusion.** The undersigned affirms that the Vendor has not prepared the winning bid resulting in this Agreement in collusion with any other bidder, and that the prices, terms, or conditions of said bid have not been communicated by the Vendor nor by any employee or agent of Vendor to any other person engaged in this type of business prior to the official opening of said bid.

**9. Notice.** All notices, demands, or other writings permitted or required by the terms of this Agreement shall be deemed to have been fully given, made, or sent when made in writing and deposited in the United States Mail, postage prepaid, and addressed to a party at the address set forth above or such other address provided to the other party in writing.

**10. Entire Agreement.** This Agreement, together with the attachment to this Agreement, shall constitute the entire agreement between the parties. Any prior understanding, representation, or negotiation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

**11. Modification.** Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in a writing signed by each party or its authorized representative.

**12. Partial Invalidity.** If any provision of this Agreement, or the application thereof, shall for any reason and to any extent be invalid or unenforceable, the remainder of this Agreement and application of such provisions to other persons or circumstances shall be interpreted so as best to reasonably effect the intent of the parties hereto. The parties further agree to replace any such invalid or unenforceable provisions of this Agreement with valid and enforceable provisions that will achieve, to the extent possible, the economic, business, and other purposes of the invalid or unenforceable provisions.

**13. Absence of Waiver.** The failure of either party to insist on the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of such terms and conditions, shall not be construed as thereafter waiving such terms and conditions, which shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

**14. Assignment.** The rights and obligations of each party under this Agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior written consent of the other party. In the event of a proper assignment, this Agreement shall be binding upon and inure to the benefit of the parties' successors and assigns.

**15. No Third Party Benefit.** The provisions of this Agreement are for the benefit of the parties hereto, and not for the benefit of any other person or legal entity.

**16. Consent to Personal Jurisdiction/Governing Law.**

**(a) Consent to Jurisdiction.** Vendor acknowledges that this Agreement shall be deemed to have been executed in Sumter County in the State of South Carolina and hereby consents to the exercise of general personal jurisdiction over it by the appropriate courts in Sumter County in the State of South Carolina.

**(b) Venue for Actions.** Any action on a controversy that arises under this Agreement shall be brought in Sumter County in the State of South Carolina, which Vendor agrees is a reasonably convenient place for trial of the action. Vendor agrees that its consent in accordance with this Section is not obtained by misrepresentation, duress, the abuse of economic power, or other unconscionable means.

**(c) Governing Law.** This Agreement shall be governed in all respects by the laws of the State of South Carolina, without respect to conflicts of law.

**17. Interpretation.** In the interpretation of this Agreement, it shall be construed as if it were drawn jointly or by both the Vendor and the City and no inference or presumption shall be made or drawn either for or against the Vendor or the City by virtue of who might have prepared this Agreement.

**IN WITNESS WHEREOF,** the Vendor and the City have executed this Agreement under seal as of the day and year first written above.

**VENDOR:  
CORPORATE NAME OF VENDOR**

\_\_\_\_\_  
Name:

Title:

[SEAL]

**Notice Address of Vendor:**

**Name and Address of Vendor's Registered Agent:**

**CITY:  
CITY OF SUMTER, SOUTH CAROLINA**

\_\_\_\_\_  
Name: Deron L. McCormick

Title: City Manager

[SEAL]

**Notice Address of City:**

21 N. Main Street, 4th Floor  
Sumter, South Carolina 29150



**EXHIBIT A**

**ATTACH ANNOTATED AERIAL VIEW OF DEMOLITION SITE**

1. 16 E. BARTLETTE (TM# 228-13-09-025)
2. 8 E BARTLETTE (TM# TM# 228-13-09-024)
3. 201 S. MAIN STREET (TM# TM# 228-13-09-023)

**EXHIBIT B**

**ATTACH BID**

1. BID SUBMITTAL
2. CERTIFICATE OF INSURANCE

**EXHIBIT C-1**

**90% PAYMENT REQUEST AND  
CONDITIONAL WAIVER OF MECHANICS' LIEN RIGHTS**

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(Vendor requesting Payment) \_\_\_\_\_ (Payment Amount Requested) \_\_\_\_\_

---

(Street Address) \_\_\_\_\_

---

(City, State, Zip Code) \_\_\_\_\_

In the Demolition Services Agreement dated the \_\_\_\_ day of \_\_\_\_\_, 2013, the City of Sumter, South Carolina, contracted with the above-identified Vendor to demolish a structures on the property identified as 16 E. BARTLETTE (TM# 228-13-09-025), 8 E BARTLETTE (TM# TM# 228-13-09-024), and 201 S. MAIN STREET (TM# TM# 228-13-09-023), Sumter, SC 29150 (the "Structures").

As proof of completion of the demolition of the Structures, Vendor has attached to this request for payment ALL of the following documents and evidence:

1. Copies of Permits (city, water, and sewer).
2. Dump Tickets.
3. Evidence of compliance with all demolition specifications.

By signing below, the Vendor waives and releases all mechanics' lien rights the Vendor has for labor and service provided, and equipment and material delivered, to the City of Sumter under the Demolition Services Agreement prior to the date of this request for payment. This waiver and release of mechanics' lien rights is effective only upon Vendor's receipt of payment from the financial institution on which a check is drawn in the amount requested above, less any retainages held by the City of Sumter.

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Witness: \_\_\_\_\_

Print Name: \_\_\_\_\_

**EXHIBIT C-2**

**RETAINAGE PAYMENT REQUEST AND  
CONDITIONAL WAIVER OF MECHANICS' LIEN RIGHTS**

---

---

(Vendor requesting Payment)

---

(Payment Amount Requested)

---

(Street Address)

---

(City, State, Zip Code)

In the Demolition Services Agreement dated the \_\_\_ day of \_\_\_\_\_, 2013, the City of Sumter, South Carolina, contracted with the above-identified Vendor to demolish a structures on the property identified as **16 E. BARTLETTE (TM# 228-13-09-025), 8 E BARTLETTE (TM# TM# 228-13-09-024), and 201 S. MAIN STREET (TM# TM# 228-13-09-023), Sumter, SC 29150** (the "Structures").

As proof of completion of the demolition of the Structures, Vendor has attached to this request for payment ALL of the following documents and evidence:

1. Evidence of Compliance with all demolition specifications.
2. Other: \_\_\_\_\_

By signing below, the Vendor waives and releases all mechanics' lien rights the Vendor has for labor and service provided, and equipment and material delivered, to the City of Sumter under the Demolition Services Agreement prior to the date of this request for payment. This waiver and release of mechanics' lien rights is effective only upon Vendor's receipt of payment from the financial institution on which a check is drawn in the amount requested above, less any retainages held by the City of Sumter.

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Witness: \_\_\_\_\_

Print Name: \_\_\_\_\_

# EAS

ENVIRONMENTAL ABATEMENT & SOLUTIONS, LLC

2520 TAHOE DRIVE • SUMTER, SOUTH CAROLINA 29150

TELEPHONE (803) 469-5455

FAX (803) 469-5465

**ASBESTOS SURVEY  
REGARDING  
VACANT BUILDING  
8 E. BARTLETTE STREET  
SUMTER, SOUTH CAROLINA**

**Prepared For:**

**City of Sumter  
P.O. Box 1449  
Sumter, S.C. 29151**

**Prepared By:**

**Environmental Abatement & Solutions, LLC  
2520 Tahoe Drive  
Sumter, South Carolina 29150**

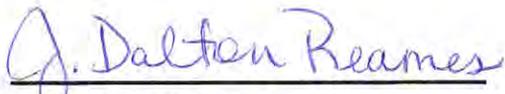
**Date of Inspection: June 14, 2016**

**Date of Report: July 8, 2016**

## FOREWORD

This report was prepared by Environmental Abatement & Solutions, LLC (EAS, LLC) of Sumter, South Carolina, for the City of Sumter regarding the vacant building located at 8 E. Bartlette Street in Sumter, S.C. The contents of this report are confidential and intended for the use of the client only.

J. Dalton Reames, S.C. Licensed Building Inspector, conducted the survey, and prepared this report. Any questions or comments concerning this report should be directed to J. Dalton Reames at the offices of EAS, LLC located at 2520 Tahoe Drive in Sumter, S.C., or telephone at 803-469-5455.



**J. Dalton Reames**

**SC Licensed Building Inspector  
License Number BI-00945  
Expiration Date: 02/20/2017**

**SC Licensed AHERA Supervisor  
License Number SA-01252  
Expiration Date: 02/18/2017**

**SC Licensed Air Sampler  
License Number AS-00287  
Expiration Date: 02/18/2017**

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## **1.0 INTRODUCTION AND OBJECTIVE**

EAS, LLC was requested to conduct an Asbestos Survey on the vacant building located at 8 E. Bartlette Street in Sumter, SC, in order to identify the presence of any asbestos containing materials prior to demolition of the structure. The inspection was authorized by Mr. Steve Dara with the City of Sumter. The inspection included identification and assessment of the condition of suspect asbestos containing material, either friable or non-friable, on the inside and outside of the building.

This report is a compilation of the inspection and its results.

## **2.0 SURVEY METHODOLOGY**

On June 14, 2016, Emerald, Inc. conducted an inspection on the building located at the address stated. J. Dalton Reames, South Carolina Licensed Building Inspector, conducted the inspection.

The vacant, one-story building contains approximately 5750 square feet, and the exact date of construction is unknown. The property also has a separate storage building which contains approximately 136 square feet. The buildings are currently vacant with the last known use as a lawn mower parts and repair business. The basic construction is concrete block and brick built over a concrete slab. The roof is metal sheeting. The various types of flooring include floor tiles and vinyl flooring along with painted concrete. Interior walls are cinder block with a portion of the walls covered with plaster. The ceiling contains a combination of 2 feet x 4 feet ceiling tiles along with 18 inch x 24 inch pressboard tiles. Other parts are open to the metal beams supporting the metal roof. The air duct system, which is wrapped with fiberglass insulation, is located above the ceiling tiles. The HVAC system has been removed. The future use of the site after demolition is unknown.

The survey included a visual inspection in order to identify the presence of material suspected of containing asbestos. This identification was based on the experience and training of the inspector. Eighty-four (84) samples were collected during the survey for laboratory analysis based upon the required EPA and SCDHEC sampling matrix. Samples were placed in individual containers, labeled and numbered according to the sampling scheme (8-01 thru 8-85; 8-44 was skipped in the numbering system). Per SCDHEC Asbestos Regulations, the independent laboratory is required to sample all layers of each sample. As a result, eighty-two (82) samples were analyzed by the lab. Appendix B contains the Asbestos Survey Log kept during the inspection which identifies the samples collected by sample number, sample type, location and condition assessment, along with any comments. The samples were shipped to EMSL Analytical, Inc. in Kernersville, North Carolina for analysis. Analysis and results are discussed in Section 4.0.

### **3.0 HAZARD ASSESSMENT FACTORS (ASBESTOS)**

#### **3.1 Homogeneous Areas**

The sample collection was typically conducted by homogeneous materials, i.e., any materials of the same type regarding uniformity throughout in structure or make-up and appearance (color, texture, and/or date of construction/application). Homogeneous materials can be further classified as surfacing materials, thermal system insulation and miscellaneous materials. Miscellaneous materials include ceiling tiles, vinyl floor tiles, roofing, caulking, glazing, etc.

#### **3.2 Hazard Factors**

The samples of suspect material collected were classified as either friable (F) or non-friable (NF). Friable means the material can be crumbled, pulverized, or reduced to powder by ordinary hand pressure. Materials initially determined to be non-friable can

receive a reclassification of friable if the material is damaged, thereby providing an avenue for release of asbestos fibers. Friable asbestos containing material (ACM) has been determined by EPA and OSHA to be a greater hazard (health risk) than non-friable ACM. In assessing the fiber release potential, the current condition of the suspect materials sampled was noted in the Asbestos Survey Log (Appendix B). The condition was denoted as good, damaged, or significantly damaged. Current condition is a factor used to assess the potential for fiber release. Other factors used to determine potential fiber release include air movement, surface type, and area activity as related to human occupancy.

## **4.0 ANALYSIS AND RESULTS**

### **4.1 Laboratory Analysis**

Bulk samples were analyzed by EMSL Analytical, Inc. using Polarized Light Microscopy (PLM) with Dispersion Staining Techniques (EPA Bulk Analysis Method 600/R-93/116). This method utilizes part of the bulk sample which is mounted on a slide and exposed to an oil of specific refractive index. This prepared slide is then subjected to a variety of optical tests.

Each type of asbestos displays unique characteristics when subjected to these tests. Percentages of asbestos content are then determined through visual estimating. Although this is an estimate, any material containing greater than one percent of any type of asbestos is classified as ACM by the EPA. Any material classified as ACM must be handled accordingly.

Under the revised South Carolina Asbestos Regulation 61-86.1 effective June 27, 2008, any analysis of non-friable organically bound (NOB) material that is found to be negative via PLM testing, must have confirmation testing via Transmission Electron Microscopy (TEM) on one sample from each media.

## 4.2 Survey Results

Samples were collected and tested from various suspect materials including 12 x 12 floor tiles and mastic, vinyl flooring, ceiling tiles, wall plaster, block filler, caulking, glazing, cove base, and sealants. Table 1 contains a listing of the samples that tested positive for asbestos above the 1% limit. Samples of vinyl flooring, cove base, sealants, and mastics were verified as negative via TEM analysis. Appendix C contains a copy of the analytical results from the laboratory.

**TABLE 1  
VACANT BUILDING  
8 E. BARTLETTE STREET  
SUMTER, SC  
ASBESTOS CONTAINING MATERIALS**

Description	Location	F/NF	Approx. SF/LF
12 x 12 light tan marbled Floor Tiles & Black Mastic	Interior	NF	1125 SF
Black Mastic under 12 x 12 light beige Floor Tiles with brown streaks	Interior	NF	525 SF
Window Glazing Inside	Windows	F*	192 LF
Exterior Window Glazing	Exterior Windows & Store Front Window	F*	192 LF
Metal Roof Sealant	Storage Shed	NF	50 LF

Note: F - Friable  
F\*- Friable due to Damaged Condition  
NF - Non Friable

## **5.0 CONCLUSIONS AND RECOMMENDATIONS**

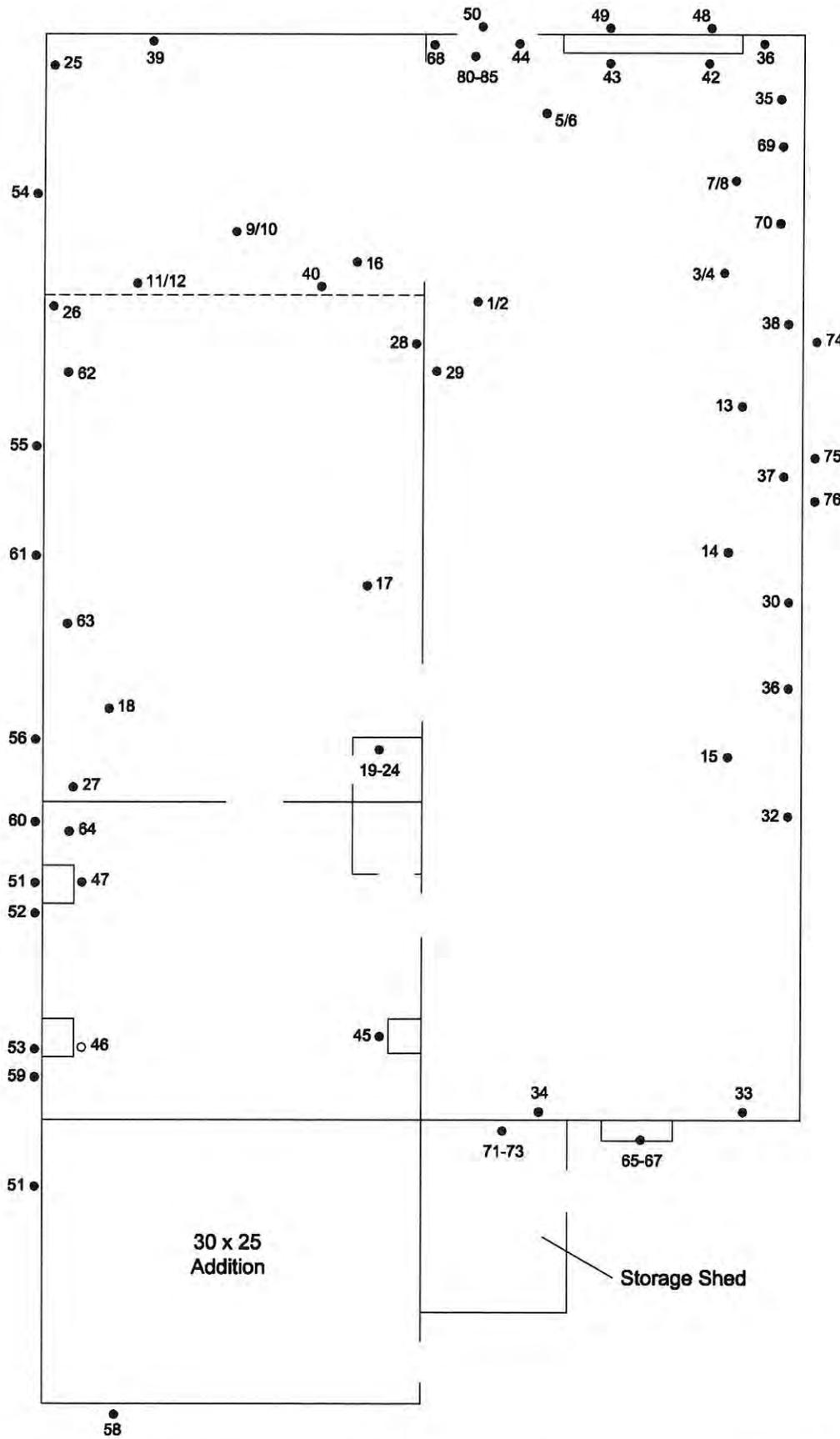
Based upon the inspection and the analytical results from the samples collected and tested by an independent laboratory, the vacant building located at 8 E. Bartlette Street in Sumter, S.C., does contain both friable and non-friable ACM as per Table 1. Such materials will have to be removed by a S.C. licensed abatement contractor per SCDHEC Bureau of Air Quality Asbestos Regulation 61-86.1 effective May 27, 2011, prior to demolition of the building.

## APPENDICES

- APPENDIX A. Building Floor Plan
- APPENDIX B. Asbestos Sample Log
- APPENDIX C. Chain of Custody & Analytical Results
- APPENDIX D. Building Inspector License
- APPENDIX E. Site Photographs

**APPENDIX A**

**BUILDING FLOOR PLAN**



Not to Scale

PROJECT:  
 Vacant Building  
 8 E. Bartlette Street  
 Sumter, South Carolina

SHEET TITLE:  
 Sample Locations

DATE:  
 6/14/16

**EMERALD, INC.**  
 Sumter, SC

**APPENDIX B**  
**ASBESTOS SAMPLE LOG**

EAS, LLC

ASBESTOS SAMPLE LOG

PROJECT NAME: City of Sumter

DATE: 6/14/2016

ADDRESS: 8 E. Bartlette Street, Sumter, SC

INSPECTOR: Dalton Reames

SAMPLE #	LOCATION			DESCRIPTION	CONDITION	TYPE	F/NF	APPROX. SF/LF	POTENTIAL FOR FUTURE DISTURBANCE										
	FLOOR	ROOM	EXACT						CONTACT			VIBRATION			AIR EROSION				
									H	M	L	H	M	L	H	M	L		
8-01				12 x 12 Floor Tile-Light Tan Marbled	G	M	NF		X			X							
8-02				Mastic - Black	G	M	NF		X			X							
8-03				12 x 12 Floor Tile-Light Tan Marbled	G	M	NF	1125 SF	X			X							
8-04				Mastic - Black	G	M	NF		X			X							
8-05				12 x 12 Floor Tile-Light Tan Marbled	G	M	NF		X			X							
8-06				Mastic - Black	G	M	NF		X			X							
8-07				12 x 12 Floor Tile-Light Beige w/Brown Streaks	G	M	NF		X			X							
8-08				Mastic - Black	G	M	NF		X			X							
8-09				12 x 12 Floor Tile-Light Beige w/Brown Streaks	G	M	NF	525 SF	X			X							
8-10				Mastic - Black	G	M	NF		X			X							
8-11				12 x 12 Floor Tile-Light Beige w/Brown Streaks	G	M	NF		X			X							
8-12				Mastic - Black	G	M	NF		X			X							
8-13				4 x 2 Ceiling Tiles	D	M	F		X			X							
8-14				4 x 2 Ceiling Tiles	D	M	F	1900 SF	X			X							
8-15				4 x 2 Ceiling Tiles	D	M	F		X			X							
8-16				24" x 18" Pressboard Ceiling Tile	G	M	NF		X			X							
8-17				24" x 18" Pressboard Ceiling Tile	G	M	NF	1875 SF	X			X							
8-18				24" x 18" Pressboard Ceiling Tile	G	M	NF		X			X							

Condition  
G= Good  
D= Damaged  
SD= Significantly Damaged

Type  
S= Surface  
TSI= Thermal Systems Insulation  
M= Miscellaneous

E/NF  
F= Friable  
NF= Non Friable

Potential for Future Disturbance  
H= High  
M= Moderate  
L= Low



# EAS, LLC

## ASBESTOS SAMPLE LOG

PROJECT NAME: City of Sumter

DATE: 6/14/2016

ADDRESS: 8 E. Bartlette Street, Sumter, SC

INSPECTOR: Dalton Reames

SAMPLE #	LOCATION			DESCRIPTION	CONDITION	TYPE	F/NF	APPROX. SF/LF	POTENTIAL FOR FUTURE DISTURBANCE												
	FLOOR	ROOM	EXACT						CONTACT			VIBRATION			AIR EROSION						
									H	M	L	H	M	L	H	M	L				
8-38	1			Peg Board	D	M	F	500 SF	X			X									
8-39				Peg Board	D	M	F		X				X								
8-40				Peg Board	D	M	F		X				X								
8-41				Store Front Window Caulk-Inside	G	M	NF	70 LF	X			X									
8-42				Store Front Window Caulk-Inside	G	M	NF		X				X								
8-43				Store Front Window Caulk-Inside	G	M	NF		X				X								
8-44		Number Not Used																			
8-45	1			Window Glazing-Inside	D	M	F	192 LF	X			X									
8-46				Window Glazing-Inside	D	M	F		X				X								
8-47				Window Glazing-Inside	D	M	F		X				X								
8-48				Store Front Window Glaze-Outside	G	M	NF	70 LF	X			X									
8-49				Store Front Window Glaze-Outside	G	M	NF		X				X								
8-50				Store Front Window Glaze-Outside	G	M	NF		X				X								
8-51		Outside			Outside Window Glaze	D	M	F	128 LF	X			X								
8-52				Outside Window Glaze	D	M	F	X					X								
8-53				Outside Window Glaze	D	M	F	X					X								
8-54				Outdoor Block Filler-Brown	G	S	F	2015 SF	X			X									
8-55				Outdoor Block Filler-Brown	G	S	F		X				X								
8-56				Outdoor Block Filler-Brown	G	S	F		X				X								
8-57				Outdoor Block Filler-Brown	G	S	F		X				X								
8-58				Outdoor Block Filler-Brown	G	S	F		X				X								

**Condition**  
 G= Good  
 D= Damaged  
 SD= Significantly Damaged

**Type**  
 S= Surface  
 TSI= Thermal Systems Insulation  
 M= Miscellaneous

**F/NF**  
 F= Friable  
 NF= Non Friable

**Potential for Future Disturbance**  
 H= High  
 M= Moderate  
 L= Low

# EAS, LLC

## ASBESTOS SAMPLE LOG

PROJECT NAME: City of Sumter

DATE: 6/14/2016

ADDRESS: 8 E. Bartlette Street, Sumter, SC

INSPECTOR: Dalton Reames

SAMPLE #	LOCATION			DESCRIPTION	CONDITION	TYPE	F/NF	APPROX. SF/LF	POTENTIAL FOR FUTURE DISTURBANCE								
	FLOOR	ROOM	EXACT						CONTACT			VIBRATION			AIR EROSION		
									H	M	L	H	M	L	H	M	L
8-59				Metal Wall Capping Seam Sealant	G	M	NF		X			X			X		
8-60				Metal Wall Capping Seam Sealant	G	M	NF	75 LF	X			X			X		
8-61				Metal Wall Capping Seam Sealant	G	M	NF		X			X			X		
8-62				Metal Roof Sheeting Seam Sealant	G	M	NF		X			X			X		
8-63				Metal Roof Sheeting Seam Sealant	G	M	NF	100 LF	X			X			X		
8-64				Metal Roof Sheeting Seam Sealant	G	M	NF		X			X			X		
8-65				Back Awning Roof Material	G	M	NF		X			X			X		
8-66				Back Awning Roof Material	G	M	NF	32 SF	X			X			X		
8-67				Back Awning Roof Material	G	M	NF		X			X			X		
8-68				Cove Base - Brown	G	M	NF		X			X			X		
8-69				Cove Base - Brown	G	M	NF	90 LF	X			X			X		
8-70				Cove Base - Brown	G	M	NF		X			X			X		
8-71				Metal Roof Sheeting Flanging Sealant	G	M	NF		X			X			X		
8-72				Metal Roof Sheeting Flanging Sealant	G	M	NF	50 LF	X			X			X		
8-73				Metal Roof Sheeting Flanging Sealant	G	M	NF		X			X			X		
8-74				Vermiculite	G	M	NF		X			X			X		
8-75				Vermiculite	G	M	NF	1500 SF	X			X			X		
8-76				Vermiculite	G	M	NF		X			X			X		

Condition  
 G= Good  
 D= Damaged  
 SD= Significantly Damaged

Type  
 S= Surface  
 TSI= Thermal Systems Insulation  
 M= Miscellaneous

F/NF  
 F= Friable  
 NF= Non Friable

Potential for Future Disturbance  
 H= High  
 M= Moderate  
 L= Low



**APPENDIX C**  
**CHAIN OF CUSTODY**  
**&**  
**ANALYTICAL RESULTS**

**EMSL Analytical, Inc.**

706 Gralin Street, Kernersville, NC 27284  
 Phone/Fax: (336) 992-1025 / (336) 992-4175  
<http://www.EMSL.com> [greensborolab@emsl.com](mailto:greensborolab@emsl.com)

EMSL Order: 021603863  
 CustomerID: EMER51A  
 CustomerPO:  
 ProjectID:

Attn: **Dalton Reames**  
**Environmental Abatement & Solutions**  
**2520 Tahoe Drive**  
**Sumter, SC 29150**

Phone: (803) 469-5455  
 Fax: (803) 469-5465  
 Received: 06/16/16 10:15 AM  
 Analysis Date: 6/21/2016  
 Collected: 6/14/2016

Project: **City of Sumter - 8 E. Bartlette**

**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
8-19 021603863-0019	Vinyl Flooring - Wood Pattern	Brown/Black Fibrous Heterogeneous	100	None	No Asbestos Detected
8-22-Flooring 021603863-0022	Vinyl Flooring-Tan Squares	Gray/Tan Fibrous Heterogeneous	100	None	No Asbestos Detected
8-22-Mastic 021603863-0022A	Vinyl Flooring-Tan Squares	Brown Fibrous Heterogeneous	100	None	No Asbestos Detected
8-42 021603863-0042	Storefront Window Caulk-Inside	Gray Fibrous Heterogeneous	98.6	1.4 Fibrous (other)	No Asbestos Detected
Talc fibers present.					
8-60 021603863-0059	Metal Wall Capping Seam Sealant	Gray/White Fibrous Heterogeneous	100	None	No Asbestos Detected
8-64 021603863-0063	Metal Roof Sheeting Seam Sealant	Black Fibrous Homogeneous	100	None	No Asbestos Detected
8-66 021603863-0065	Back Awning Roof Material	Black Fibrous Heterogeneous	100	None	No Asbestos Detected
8-68-Cove Base 021603863-0067	Cove Base-Brown	Brown/Gray Fibrous Heterogeneous	100	None	No Asbestos Detected
8-68-Mastic 021603863-0067A	Cove Base-Brown	Brown Fibrous Homogeneous	100	None	No Asbestos Detected

Analyst(s)

Stephen Bennett (12)

Stephen Bennett, 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. Kernersville, NC

Initial report from 06/21/2016 11:09:02

**EMSL Analytical, Inc.**

706 Gralin Street, Kernersville, NC 27284  
 Phone/Fax: (336) 992-1025 / (336) 992-4175  
<http://www.EMSL.com> [greensborolab@emsl.com](mailto:greensborolab@emsl.com)

EMSL Order: 021603863  
 CustomerID: EMER51A  
 CustomerPO:  
 ProjectID:

Attn: **Dalton Reames**  
**Environmental Abatement & Solutions**  
**2520 Tahoe Drive**  
**Sumter, SC 29150**

Phone: (803) 469-5455  
 Fax: (803) 469-5465  
 Received: 06/16/16 10:15 AM  
 Analysis Date: 6/21/2016  
 Collected: 6/14/2016

Project: **City of Sumter - 8 E. Bartlette**

**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
8-79 021603863-0078	Gutter Seam Sealant	Black Fibrous Homogeneous	100	None	No Asbestos Detected
8-80 021603863-0079	12x12 Floor Tile-Blue/Gray Slate	Gray Fibrous Homogeneous	100	None	No Asbestos Detected
8-81 021603863-0080	Mastic-Yellow	Tan Fibrous Homogeneous	100	None	No Asbestos Detected

Analyst(s)

*Stephen Bennett (12)*

Stephen Bennett, 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. Kernersville, NC

Initial report from 06/21/2016 11:09:02



# EMSL Analytical, Inc.

706 Galin Street Kernersville, NC 27284  
Tel/Fax: (336) 992-1025 / (336) 992-4175  
http://www.EMSL.com / greensborolab@emsl.com

EMSL Order: 021603863  
Customer ID: EMER51A  
Customer PO:  
Project ID:

**Attention:** Dalton Reames  
Environmental Abatement & Solutions  
2520 Tahoe Drive  
Sumter, SC 29150

**Phone:** (803) 469-5455  
**Fax:** (803) 469-5465  
**Received Date:** 06/16/2016 10:15 AM  
**Analysis Date:** 06/17/2016  
**Collected Date:** 06/14/2016

**Project:** City of Sumter - 8 E. Bartlette

## Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
8-01 021603863-0001	12x12 Floor Tile-Tan Marbled	Tan Non-Fibrous Homogeneous		15% Quartz 83% Non-fibrous (Other)	2% Chrysotile
8-02 021603863-0002	Mastic Black	Brown/Black Non-Fibrous Homogeneous	<1% Cellulose	100% Non-fibrous (Other)	<1% Chrysotile
8-03 021603863-0003	12x12 Floor Tile-Tan Marbled				Positive Stop (Not Analyzed)
8-04 021603863-0004	Mastic Black	Brown/Black Non-Fibrous Homogeneous	<1% Cellulose	98% Non-fibrous (Other)	2% Chrysotile
8-05 021603863-0005	12x12 Floor Tile-Tan Marbled				Positive Stop (Not Analyzed)
8-06 021603863-0006	Mastic Black				Positive Stop (Not Analyzed)
8-07 021603863-0007	12x12 Floor Tile-Light Beige w/ Brown	Brown/Tan Non-Fibrous Homogeneous	1% Cellulose	15% Quartz 84% Non-fibrous (Other)	None Detected
8-08 021603863-0008	Mastic Black	Black Non-Fibrous Homogeneous	<1% Cellulose	96% Non-fibrous (Other)	4% Chrysotile
8-09 021603863-0009	12x12 Floor Tile-Light Beige w/ Brown	Brown/Tan Non-Fibrous Homogeneous	1% Cellulose	15% Quartz 84% Non-fibrous (Other)	None Detected
8-10 021603863-0010	Mastic Black				Positive Stop (Not Analyzed)
8-11 021603863-0011	12x12 Floor Tile-Light Beige w/ Brown	Brown/Tan Non-Fibrous Homogeneous	1% Cellulose	15% Quartz 84% Non-fibrous (Other)	None Detected
8-12 021603863-0012	Mastic Black				Positive Stop (Not Analyzed)
8-13 021603863-0013	4x2 Ceiling Tile	Tan/White Fibrous Homogeneous	45% Cellulose 15% Min. Wool	30% Perlite 10% Non-fibrous (Other)	None Detected
8-14 021603863-0014	4x2 Ceiling Tile	Tan/White Fibrous Homogeneous	45% Cellulose 15% Min. Wool	30% Perlite 10% Non-fibrous (Other)	None Detected
8-15 021603863-0015	4x2 Ceiling Tile	Gray/Tan/White Fibrous Heterogeneous	45% Cellulose 10% Min. Wool	35% Perlite 10% Non-fibrous (Other)	None Detected
8-16 021603863-0016	24x18 Pressboard Ceiling Tiles	Brown/White Fibrous Homogeneous	98% Cellulose	2% Non-fibrous (Other)	None Detected

Initial Report From: 06/17/2016 17:20:06



# EMSL Analytical, Inc.

706 Galin Street Kernersville, NC 27284  
Tel/Fax: (336) 992-1025 / (336) 992-4175  
http://www.EMSL.com / greensborolab@emsl.com

EMSL Order: 021603863  
Customer ID: EMER51A  
Customer PO:  
Project ID:

## Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
8-17 021603863-0017	24x18 Pressboard Ceiling Tiles	Brown/White Fibrous Homogeneous	98% Cellulose	2% Non-fibrous (Other)	None Detected
8-18 021603863-0018	24x18 Pressboard Ceiling Tiles	Brown/White Fibrous Heterogeneous	98% Cellulose	2% Non-fibrous (Other)	None Detected
8-19 021603863-0019	Vinyl Flooring - Wood Pattern	Brown/Black Non-Fibrous Homogeneous		10% Quartz 90% Non-fibrous (Other)	None Detected
8-20 021603863-0020	Vinyl Flooring - Wood Pattern	Brown/Black Non-Fibrous Homogeneous		10% Quartz 90% Non-fibrous (Other)	None Detected
8-21 021603863-0021	Vinyl Flooring - Wood Pattern	Brown/Black Non-Fibrous Homogeneous		10% Quartz 90% Non-fibrous (Other)	None Detected
8-22-Flooring 021603863-0022	Vinyl Flooring-Tan Squares	Gray/Tan Fibrous Homogeneous	5% Cellulose 3% Synthetic	92% Non-fibrous (Other)	None Detected
8-22-Mastic 021603863-0022A	Vinyl Flooring-Tan Squares	Brown Non-Fibrous Homogeneous	<1% Cellulose	100% Non-fibrous (Other)	None Detected
8-23-Flooring 021603863-0023	Vinyl Flooring-Tan Squares	Gray/Tan Fibrous Homogeneous	5% Cellulose 3% Synthetic	92% Non-fibrous (Other)	None Detected
8-23-Mastic 021603863-0023A	Vinyl Flooring-Tan Squares	Tan Non-Fibrous Homogeneous	<1% Cellulose	100% Non-fibrous (Other)	None Detected
8-24-Flooring 021603863-0024	Vinyl Flooring-Tan Squares	Gray/Tan Fibrous Heterogeneous	10% Cellulose 5% Synthetic	85% Non-fibrous (Other)	None Detected
8-24-Mastic 021603863-0024A	Vinyl Flooring-Tan Squares	Brown/Tan Non-Fibrous Homogeneous	<1% Cellulose	100% Non-fibrous (Other)	None Detected
8-25-Skim Coat 021603863-0025	Wall Plaster	Gray Non-Fibrous Homogeneous		10% Ca Carbonate 90% Non-fibrous (Other)	None Detected
8-25-Rough Coat 021603863-0025A	Wall Plaster	Tan Non-Fibrous Homogeneous	<1% Cellulose	30% Quartz 70% Non-fibrous (Other)	None Detected
8-26-Skim Coat 021603863-0026	Wall Plaster	Gray Non-Fibrous Homogeneous		10% Ca Carbonate 90% Non-fibrous (Other)	None Detected
8-26-Rough Coat 021603863-0026A	Wall Plaster	Tan Non-Fibrous Homogeneous	<1% Cellulose	30% Quartz 70% Non-fibrous (Other)	None Detected
8-27-Skim Coat 021603863-0027	Wall Plaster	Gray Non-Fibrous Homogeneous		10% Ca Carbonate 90% Non-fibrous (Other)	None Detected
8-27-Rough Coat 021603863-0027A	Wall Plaster	Tan Non-Fibrous Homogeneous	<1% Cellulose	30% Quartz 70% Non-fibrous (Other)	None Detected
8-28-Skim Coat 021603863-0028	Wall Plaster	Gray Non-Fibrous Homogeneous		10% Ca Carbonate 90% Non-fibrous (Other)	None Detected
8-28-Rough Coat 021603863-0028A	Wall Plaster	Tan Non-Fibrous Heterogeneous	<1% Cellulose	30% Quartz 70% Non-fibrous (Other)	None Detected

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EMSL Order: 021603863  
Customer ID: EMER51A  
Customer PO:  
Project ID:

## Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
8-29-Skim Coat <i>021603863-0029</i>	Wall Plaster	White Non-Fibrous Homogeneous		10% Ca Carbonate 90% Non-fibrous (Other)	None Detected
8-29-Rough Coat <i>021603863-0029A</i>	Wall Plaster	Gray/Tan Non-Fibrous Homogeneous	1% Cellulose	30% Quartz 69% Non-fibrous (Other)	None Detected
8-30 <i>021603863-0030</i>	Block Filler-Beige	White/Beige Non-Fibrous Homogeneous	<1% Cellulose	10% Ca Carbonate 90% Non-fibrous (Other)	None Detected
8-31 <i>021603863-0031</i>	Block Filler-Beige	Tan/White Non-Fibrous Homogeneous	<1% Cellulose <1% Synthetic	10% Ca Carbonate 90% Non-fibrous (Other)	None Detected
8-32 <i>021603863-0032</i>	Block Filler-Beige	Tan/White Non-Fibrous Homogeneous	<1% Cellulose	10% Ca Carbonate 90% Non-fibrous (Other)	None Detected
8-33 <i>021603863-0033</i>	Block Filler-Beige	Tan/White Fibrous Homogeneous	<1% Cellulose <1% Fibrous (Other)	10% Ca Carbonate 90% Non-fibrous (Other)	None Detected
8-34 <i>021603863-0034</i>	Block Filler-Beige	Tan/White Non-Fibrous Homogeneous	<1% Cellulose <1% Fibrous (Other)	10% Ca Carbonate 90% Non-fibrous (Other)	None Detected
8-35 <i>021603863-0035</i>	Block Filler-Brown	Brown/White Non-Fibrous Homogeneous	<1% Cellulose	10% Ca Carbonate 90% Non-fibrous (Other)	None Detected
8-36 <i>021603863-0036</i>	Block Filler-Brown	Brown/White Non-Fibrous Homogeneous	1% Cellulose	10% Ca Carbonate 89% Non-fibrous (Other)	None Detected
8-37 <i>021603863-0037</i>	Block Filler-Brown	Brown/White Non-Fibrous Homogeneous	1% Cellulose	10% Ca Carbonate 89% Non-fibrous (Other)	None Detected
8-38 <i>021603863-0038</i>	Peg Board	Brown/Green Fibrous Homogeneous	98% Cellulose	2% Non-fibrous (Other)	None Detected
8-39 <i>021603863-0039</i>	Peg Board	Brown/Green Fibrous Homogeneous	98% Cellulose	2% Non-fibrous (Other)	None Detected
8-40 <i>021603863-0040</i>	Peg Board	Brown/Tan Fibrous Heterogeneous	98% Cellulose	2% Non-fibrous (Other)	None Detected
8-41 <i>021603863-0041</i>	Storefront Window Caulk-Inside	Gray Fibrous Homogeneous	3% Cellulose 2% Fibrous (Other)	10% Ca Carbonate 85% Non-fibrous (Other)	None Detected
8-42 <i>021603863-0042</i>	Storefront Window Caulk-Inside	Gray Fibrous Homogeneous	3% Cellulose 2% Fibrous (Other)	10% Ca Carbonate 85% Non-fibrous (Other)	None Detected
8-43 <i>021603863-0043</i>	Storefront Window Caulk-Inside	Gray Non-Fibrous Homogeneous	3% Cellulose 2% Fibrous (Other)	10% Ca Carbonate 85% Non-fibrous (Other)	None Detected
8-45 <i>021603863-0044</i>	Window Glazing-Inside	Gray Non-Fibrous Homogeneous		98% Non-fibrous (Other)	2% Chrysotile
8-46 <i>021603863-0045</i>	Window Glazing-Inside				Positive Stop (Not Analyzed)
8-47 <i>021603863-0046</i>	Window Glazing-Inside				Positive Stop (Not Analyzed)

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EMSL Order: 021603863  
Customer ID: EMER51A  
Customer PO:  
Project ID:

## Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
8-48 021603863-0047	Storefront Window Glaze-Outside	Gray/Tan Fibrous Homogeneous		5% Ca Carbonate 92% Non-fibrous (Other)	3% Chrysotile
8-49 021603863-0048	Storefront Window Glaze-Outside				Positive Stop (Not Analyzed)
8-50 021603863-0049	Storefront Window Glaze-Outside				Positive Stop (Not Analyzed)
8-51 021603863-0050	Outside Window Glaze	Brown/Gray Fibrous Homogeneous		96% Non-fibrous (Other)	4% Chrysotile
8-52 021603863-0051	Outside Window Glaze				Positive Stop (Not Analyzed)
8-53 021603863-0052	Outside Window Glaze				Positive Stop (Not Analyzed)
8-54 021603863-0053	Outdoor Block Filler-Brown	Brown/White Non-Fibrous Homogeneous	<1% Cellulose <1% Fibrous (Other)	100% Non-fibrous (Other)	None Detected
8-55 021603863-0054	Outdoor Block Filler-Brown	Brown/White Non-Fibrous Homogeneous	<1% Cellulose <1% Fibrous (Other)	100% Non-fibrous (Other)	None Detected
8-56 021603863-0055	Outdoor Block Filler-Brown	Brown/White Non-Fibrous Homogeneous	<1% Cellulose <1% Fibrous (Other)	100% Non-fibrous (Other)	None Detected
8-57 021603863-0056	Outdoor Block Filler-Brown	Brown/White Non-Fibrous Homogeneous	<1% Cellulose	100% Non-fibrous (Other)	None Detected
8-58 021603863-0057	Outdoor Block Filler-Brown	Brown/White Non-Fibrous Homogeneous	<1% Cellulose	5% Ca Carbonate 95% Non-fibrous (Other)	None Detected
8-59 021603863-0058	Metal Wall Capping Seam Sealant	Gray/White Non-Fibrous Homogeneous		10% Ca Carbonate 90% Non-fibrous (Other)	None Detected
8-60 021603863-0059	Metal Wall Capping Seam Sealant	Gray/White Non-Fibrous Homogeneous	<1% Cellulose	10% Ca Carbonate 90% Non-fibrous (Other)	None Detected
8-61 021603863-0060	Metal Wall Capping Seam Sealant	Gray/White Non-Fibrous Homogeneous	<1% Cellulose	10% Ca Carbonate 90% Non-fibrous (Other)	None Detected
8-62 021603863-0061	Metal Roof Sheeting Seam Sealant	Black Non-Fibrous Homogeneous	<1% Cellulose	100% Non-fibrous (Other)	None Detected
8-63 021603863-0062	Metal Roof Sheeting Seam Sealant	Black Non-Fibrous Homogeneous	<1% Cellulose	100% Non-fibrous (Other)	None Detected
8-64 021603863-0063	Metal Roof Sheeting Seam Sealant	Black Non-Fibrous Homogeneous	<1% Cellulose	100% Non-fibrous (Other)	None Detected
8-65 021603863-0064	Back Awning Roof Material	Black Fibrous Homogeneous	50% Cellulose	50% Non-fibrous (Other)	None Detected
8-66 021603863-0065	Back Awning Roof Material	Black Fibrous Homogeneous	50% Cellulose	50% Non-fibrous (Other)	None Detected

Initial Report From: 06/17/2016 17:20:06



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EMSL Order: 021603863  
Customer ID: EMER51A  
Customer PO:  
Project ID:

## Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
8-67 021603863-0066	Back Awning Roof Material	Black Fibrous Heterogeneous	50% Cellulose	50% Non-fibrous (Other)	None Detected
8-68-Cove Base 021603863-0067	Cove Base-Brown	Brown/Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
8-68-Mastic 021603863-0067A	Cove Base-Brown	Brown Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
8-69-Cove Base 021603863-0068	Cove Base-Brown	Brown/Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
8-69-Mastic 021603863-0068A	Cove Base-Brown	Brown Non-Fibrous Homogeneous	<1% Cellulose	100% Non-fibrous (Other)	None Detected
8-70-Cove Base 021603863-0069	Cove Base-Brown	Brown/Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
8-70-Mastic 021603863-0069A	Cove Base-Brown	Brown Non-Fibrous Homogeneous	<1% Cellulose	100% Non-fibrous (Other)	None Detected
8-71 021603863-0070	Metal Sheeting Flashing Sealant	Gray/Black Fibrous Homogeneous		92% Non-fibrous (Other)	8% Chrysotile
8-72 021603863-0071	Metal Sheeting Flashing Sealant				Positive Stop (Not Analyzed)
8-73 021603863-0072	Metal Sheeting Flashing Sealant				Positive Stop (Not Analyzed)
8-77 021603863-0076	Gutter Seam Sealant	Black Non-Fibrous Homogeneous		5% Ca Carbonate 95% Non-fibrous (Other)	None Detected
8-78 021603863-0077	Gutter Seam Sealant	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
8-79 021603863-0078	Gutter Seam Sealant	Black Non-Fibrous Homogeneous	<1% Cellulose	10% Ca Carbonate 90% Non-fibrous (Other)	None Detected
8-80 021603863-0079	12x12 Floor Tile-Blue/Gray Slate	Gray Non-Fibrous Homogeneous	1% Cellulose	15% Quartz 84% Non-fibrous (Other)	None Detected
8-81 021603863-0080	Mastic-Yellow	Tan Non-Fibrous Homogeneous	<1% Cellulose	100% Non-fibrous (Other)	None Detected
8-82 021603863-0081	12x12 Floor Tile-Blue/Gray Slate	Gray Non-Fibrous Homogeneous	1% Cellulose	15% Quartz 84% Non-fibrous (Other)	None Detected
8-83 021603863-0082	Mastic-Yellow	Tan Non-Fibrous Homogeneous	<1% Cellulose	100% Non-fibrous (Other)	None Detected
8-84 021603863-0083	12x12 Floor Tile-Blue/Gray Slate	Gray Non-Fibrous Homogeneous	1% Cellulose	15% Quartz 84% Non-fibrous (Other)	None Detected
8-85 021603863-0084	Mastic Yellow	Tan Non-Fibrous Homogeneous	<1% Cellulose	100% Non-fibrous (Other)	None Detected

Initial Report From: 06/17/2016 17:20:06

**EMSL Analytical, Inc.**

706 Gralin Street, Kernersville, NC 27284  
 Phone/Fax: (336) 992-1025 / (336) 992-4175  
<http://www.EMSL.com> [greensborolab@emsl.com](mailto:greensborolab@emsl.com)

EMSL Order: 021603863  
 CustomerID: EMER51A  
 CustomerPO:  
 ProjectID:

Attn: **Dalton Reames**  
**Environmental Abatement & Solutions**  
**2520 Tahoe Drive**  
**Sumter, SC 29150**

Phone: (803) 469-5455  
 Fax: (803) 469-5465  
 Received: 06/16/16 10:15 AM  
 Analysis Date: 6/17/2016  
 Collected: 6/14/2016

Project: **City of Sumter - 8 E. Bartlette**

### Test Report: Asbestos Analysis via Polarized Light Microscopy, Qualitative

Sample	Description	Appearance	Result	Notes
8-74 021603863-0073	Vermiculite	White/Beige Non-Fibrous Homogeneous	<b>None Detected</b>	
8-75 021603863-0074	Vermiculite	White/Beige Non-Fibrous Homogeneous	<b>None Detected</b>	
8-76 021603863-0075	Vermiculite	Gray/White/Beige Non-Fibrous Homogeneous	<b>None Detected</b>	

**Analyst(s)**

*Kristie Elliott (2)*  
*Nicole Shutts (1)*

  
 Stephen Bennett, Laboratory Manager  
 or other approved signatory

EMSL recommends that soil samples reported as "ND" be tested by the EPA Screening Method/Qualitative. 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. The above test must not be used by the client to claim product endorsement by NVLAP nor any agency of the United States Government. The test results contained within this report meet the requirements of NELAC unless otherwise noted. Samples received in good condition unless otherwise noted.  
 Samples analyzed by EMSL Analytical, Inc. Kernersville, NC

Initial report from 06/17/2016 17:19:29



## EMSL Analytical, Inc.

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EMSL Order: 021603863

Customer ID: EMER51A

Customer PO:

Project ID:

Analyst(s)

Kristie Elliott (54)

Nicole Shutts (25)

Stephen Bennett, Laboratory Manager  
or Other Approved Signatory

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Samples analyzed by EMSL Analytical, Inc. Kernersville, NC NVLAP Lab Code 102104-0, CA ELAP 2689, Virginia 3333-000228, West Virginia LT000321

Initial Report From: 06/17/2016 17:20:06

EMSL Analytical, Inc.  
706 Galin Street



EMSL ANALYTICAL, INC.  
LABORATORY PRODUCTS TRAINING

### Asbestos Bulk Building Material Chain of Custody

EMSL Order Number (Lab Use Only)

3863

Kernersville, NC 27284  
PHONE (336) 992-1025  
FAX (336) 992-4175

Company: EAS, LLC		EMSL-Bill to: <input checked="" type="checkbox"/> Same <input type="checkbox"/> Different <small>If Bill to is Different note instructions in Comments**</small>	
Street: 2520 Tahoe Drive		<i>Third Party Billing requires written authorization from third party</i>	
City: Sumter	State/Province: SC	Zip/Postal Code: 29150	Country: United States
Report To (Name): Dalton Reames		Telephone #: 803-469-5455	
Email Address: dreames@emeraldinc-us.com		Fax #:	Purchase Order:
Project Name/Number: City of Sumter - 8 E. Bartlette		Please Provide Results: <input type="checkbox"/> Fax <input checked="" type="checkbox"/> Email <input type="checkbox"/> Mail	
U.S. State Samples Taken: SC		CT Samples: <input type="checkbox"/> Commercial/Taxable <input type="checkbox"/> Residential/Tax Exempt	

**Turnaround Time (TAT) Options\* - Please Check**

3 Hour   
  6 Hour   
  24 Hour   
  48 Hour   
  72 Hour   
  96 Hour   
  1 Week   
  2 Week

\*For TEM Air 3 hr through 6 hr, please call ahead to schedule. There is a premium charge for 3 Hour TEM AHERA or EPA Level II TAT. You will be asked to sign an authorization form for this service. Analysis completed in accordance with EMSL's Terms and Conditions located in the Analytical Price Guide.

<p><b>PLM - Bulk (reporting limit)</b></p> <p><input checked="" type="checkbox"/> PLM EPA 600/R-93/116 (&lt;1%)</p> <p><input type="checkbox"/> PLM EPA NOB (&lt;1%)</p> <p>Point Count <input type="checkbox"/> 400 (&lt;0.25%) <input type="checkbox"/> 1000 (&lt;0.1%)</p> <p>Point Count w/Gravimetric <input type="checkbox"/> 400 (&lt;0.25%) <input type="checkbox"/> 1000 (&lt;0.1%)</p> <p><input type="checkbox"/> NIOSH 9002 (&lt;1%)</p> <p><input type="checkbox"/> NY ELAP Method 198.1 (friable in NY)</p> <p><input type="checkbox"/> NY ELAP Method 198.6 NOB (non-friable-NY)</p> <p><input type="checkbox"/> OSHA ID-191 Modified</p> <p><input type="checkbox"/> Standard Addition Method</p>	<p><b>TEM - Bulk</b></p> <p><input type="checkbox"/> TEM EPA NOB - EPA 600/R-93/116 Section 2.5.5.1</p> <p><input type="checkbox"/> NY ELAP Method 198.4 (TEM)</p> <p><input type="checkbox"/> Chatfield Protocol (semi-quantitative)</p> <p><input type="checkbox"/> TEM % by Mass - EPA 600/R-93/116 Section 2.5.5.2</p> <p><input type="checkbox"/> TEM Qualitative via Filtration Prep Technique</p> <p><input type="checkbox"/> TEM Qualitative via Drop Mount Prep Technique</p> <p style="text-align: center;"><b>Other</b></p> <p><input type="checkbox"/></p>
---	--

Check For Positive Stop - Clearly Identify Homogenous Group    Date Sampled: 06/14/2016

Samplers Name: Dalton Reames    Samplers Signature: *Dalton Reames*

Sample #	HA #	Sample Location	Material Description
8-01		12x12 Floor Tile - Tan Marbled	
8-02		Mastic - Black	
8-03		12x12 Floor Tile - Tan Marbled	
8-04		Mastic - Black	
8-05		12x12 Floor Tile - Tan Marbled	
8-06		Mastic - Black	
8-07		12x12 Floor Tile - Light Beige w/ Brown	
8-08		Mastic - Black	
8-09		12x12 Floor Tile - Light Beige w/ Brown	
8-10		Mastic - Black	

Client Sample # (s): 8-01 → 8-85    Total # of Samples: ~~8~~ 84

Relinquished (Client): *Dalton Reames*    Date: 06/15/2016    Time: 16:00

Received (Lab): *OW*    Date: 6-16-16    Time: 10:15

Comments/Special Instructions: \* There is no sample named "8-44" (mistakenly skipped)



### Asbestos Bulk Building Material Chain of Custody

EMSL Order Number (Lab Use Only):

3863

EMSL Analytical, Inc.  
706 Gralin Street

Kernersville, NC 27284  
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Additional Pages of the Chain of Custody are only necessary if needed for additional sample information

Sample #	HA #	Sample Location	Material Description
8-11		12x12 Floor Tile - light Beige w/ Brown	
8-12		Mastic - Black	
8-13		4x2 Ceiling Tiles	
8-14		"	
8-15		"	
8-16		24" x 18" Pressboard Ceiling Tiles	
8-17		"	
8-18		"	
8-19		Vinyl Flooring - Wood Pattern	
8-20		"	
8-21		"	
8-22		Vinyl Flooring - Tan Squares	
8-23		"	
8-24		"	
8-25		Wall Plaster	} Sample All Layers
8-26		"	
8-27		"	
8-28		"	
8-29		"	
8-30		Block Filler - Beige	
8-31		"	
8-32		"	
8-33		"	
8-34		"	
*Comments/Special Instructions:			



**Asbestos Bulk Building Material  
Chain of Custody**

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Sample #	HA #	Sample Location	Material Description
8-35		Block Filler - Brown	
8-36		"	
8-37		"	
8-38		Peg Board	
8-39		"	
8-40		"	
8-41		Storefront Window Caulk - Inside	
8-42		"	
8-43		"	
8-45		Window Glazing - Inside	
8-46		"	
8-47		"	
8-48		Storefront Window Glaze - Outside	
8-49		"	
8-50		"	
8-51		Outside Window Glaze	
8-52		"	
8-53		"	
8-54		Outdoor Block Filler - Brown	
8-55		"	
8-56		"	
8-57		"	
8-58		"	
8-59		Metal Wall Capping Seam Sealant	
*Comments/Special Instructions:			
X Skipped "8-44" During Sampling Event			



**Asbestos Bulk Building Material  
Chain of Custody**  
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Additional Pages of the Chain of Custody are only necessary if needed for additional sample information

Sample #	HA #	Sample Location	Material Description
8-60		Metal Wall Capping Seam Sealant	
8-61		"	
8-62		Metal Roof Shoothing Seam Sealant	
8-63		"	
8-64		"	
8-65		Back Awning Roof Material	
8-66		"	
8-67		"	
8-68		Cove Base - Brown	
8-69		"	
8-70		"	
8-71		Metal Shoothing Flashing Sealant	
8-72		"	
8-73		"	
8-74		Vermiculite	
8-75		"	
8-76		"	
8-77		Gutter Seam Sealant	
8-78		"	
8-79		"	
8-80		12x12 Floor Tile - Blue/Gray Slate	
8-81		Mastic - Yellow	
8-82		12x12 Floor Tile - Blue/Gray Slate	
8-83		Mastic - Yellow	
*Comments/Special Instructions:			



**APPENDIX D**

**BUILDING INSPECTOR LICENSE**

---

**SCDHEC ISSUED**  
Asbestos ID Card

---

**J Dalton Reames**

Expiration Date



<b>CONSULTBI</b>	<b>BI-00945</b>	<b>02/20/17</b>
<b>AIRSAMPLER</b>	<b>AS-00287</b>	<b>02/18/17</b>
<b>SUPERAHERA</b>	<b>SA-01252</b>	<b>02/18/17</b>

**APPENDIX E**  
**SITE PHOTOGRAPHS**



Photo #1

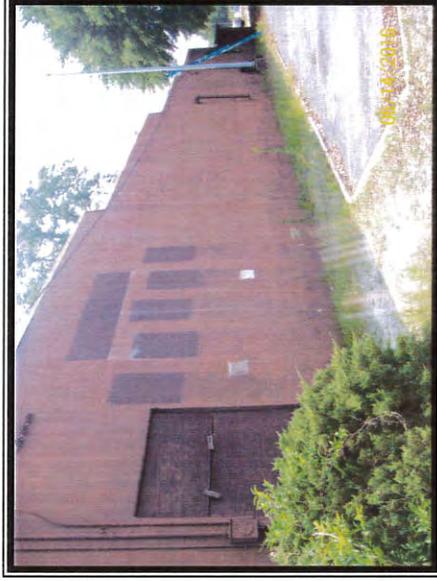


Photo #2



Photo #3

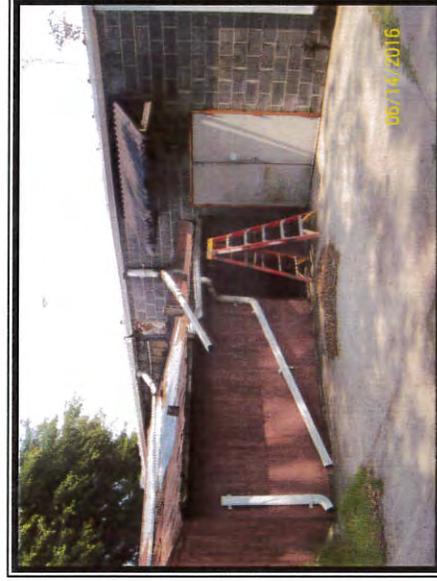


Photo #4

8 E.. Bartlette Street, Sumter, SC

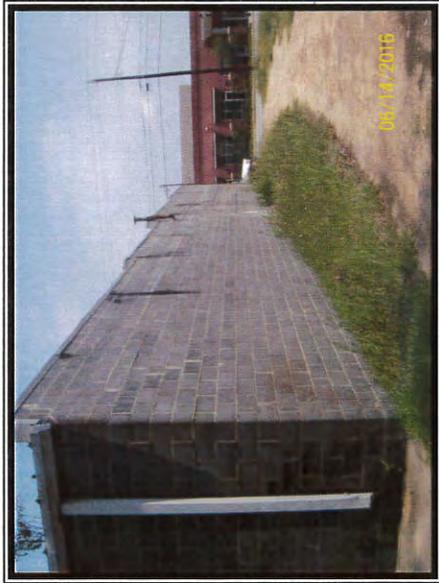


Photo #5



Photo #6



Photo #7



Photo #8

8 E.. Bartlette Street, Sumter, SC

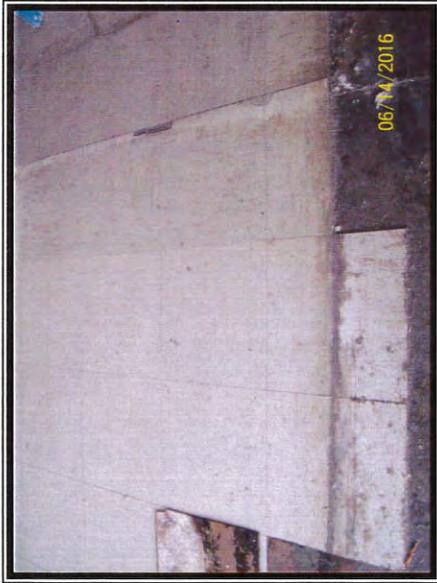


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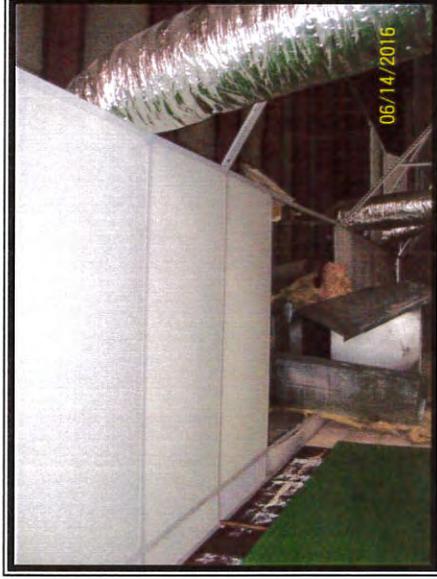


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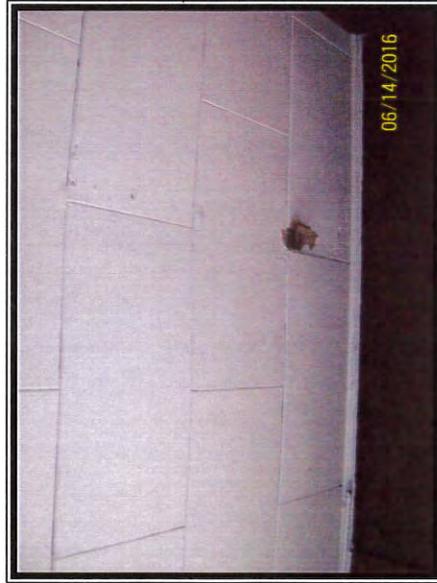


Photo #11



Photo #12

8 E.. Bartlette Street, Sumter, SC

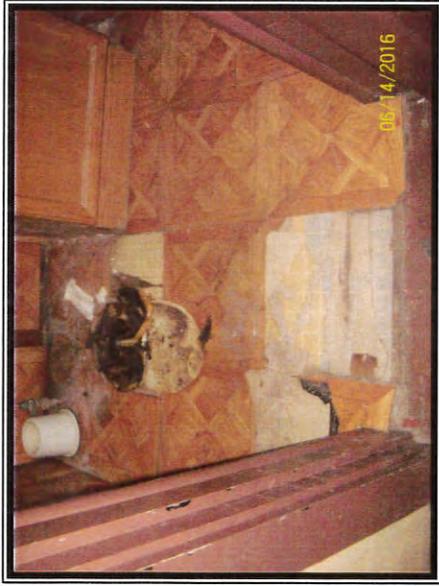


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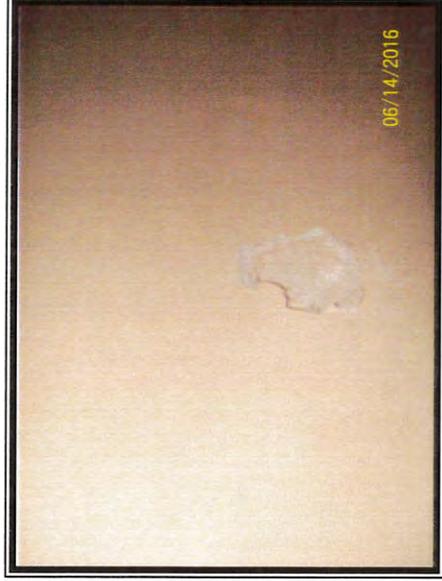


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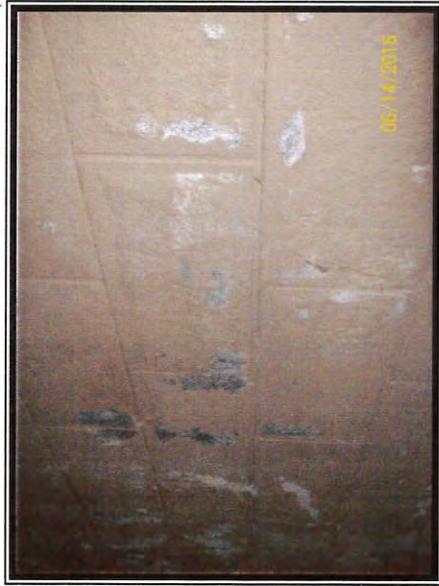


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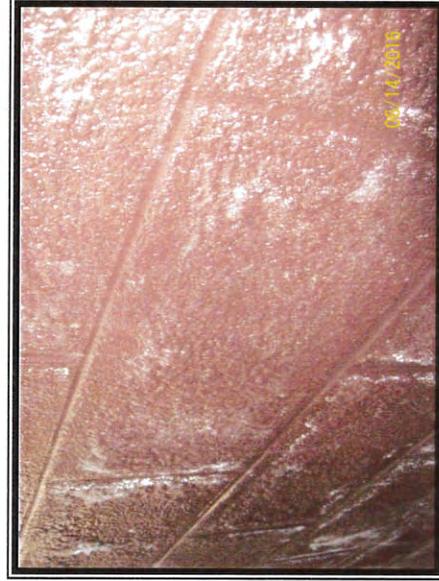


Photo #16

8 E.. Bartlette Street, Sumter, SC



Photo #17

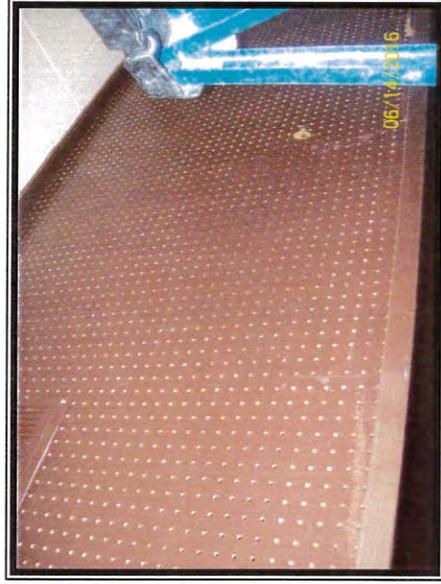


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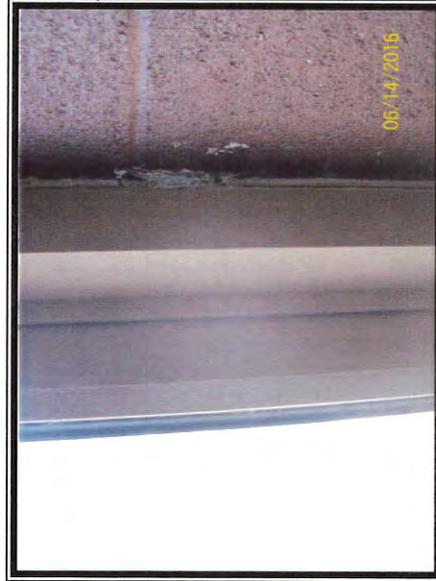


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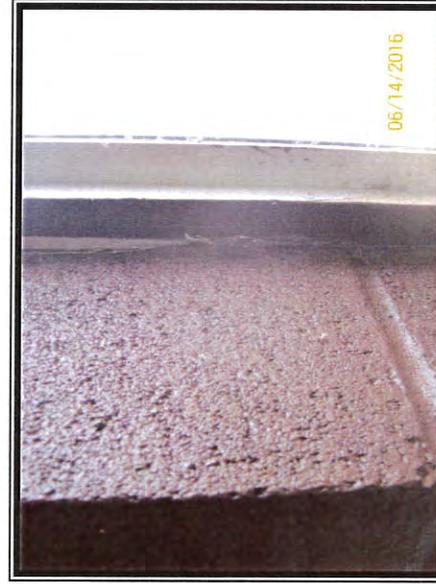


Photo #20

8 E.. Bartlette Street, Sumter, SC

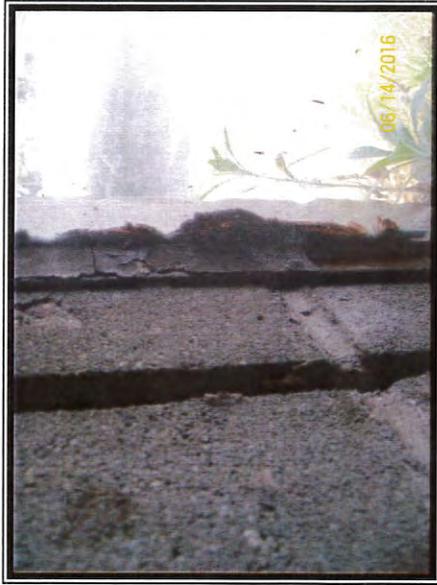


Photo #21



Photo #22

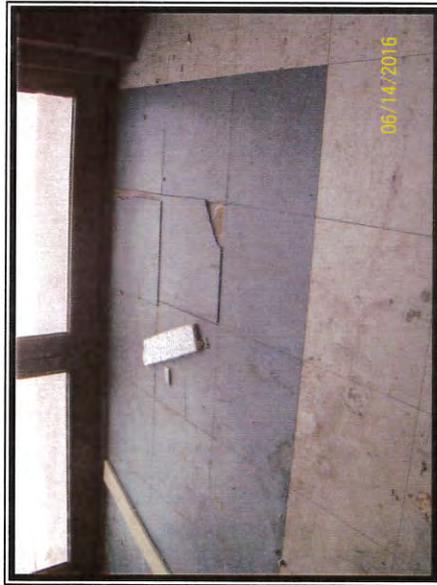


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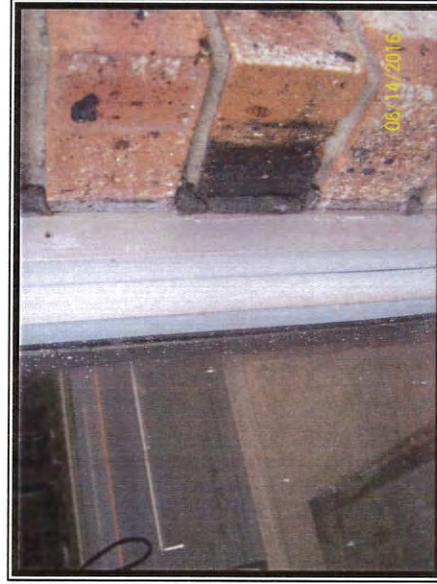


Photo #24

8 E.. Bartlette Street, Sumter, SC

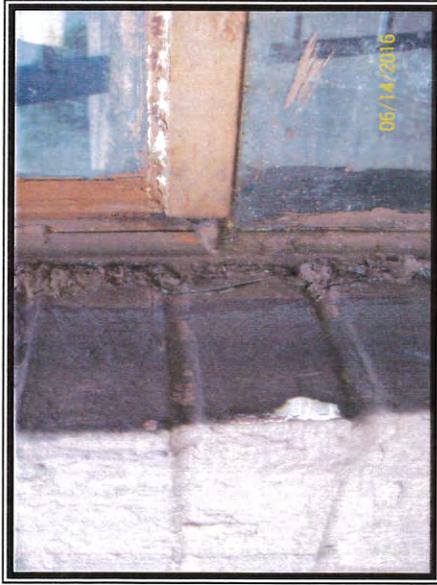


Photo #25

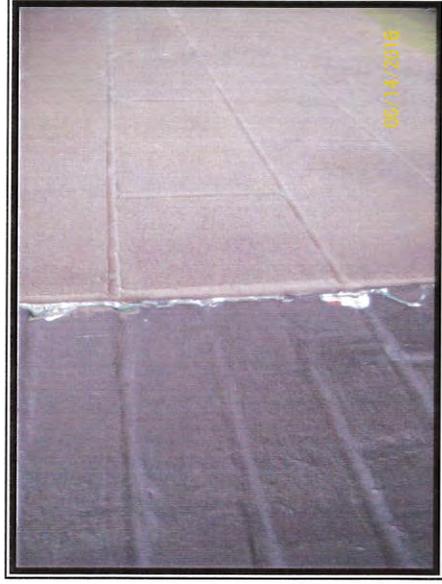


Photo #26

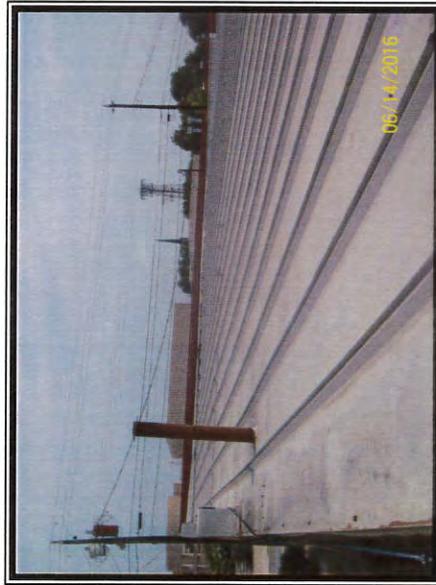


Photo #27



Photo #28

8 E.. Bartlette Street, Sumter, SC

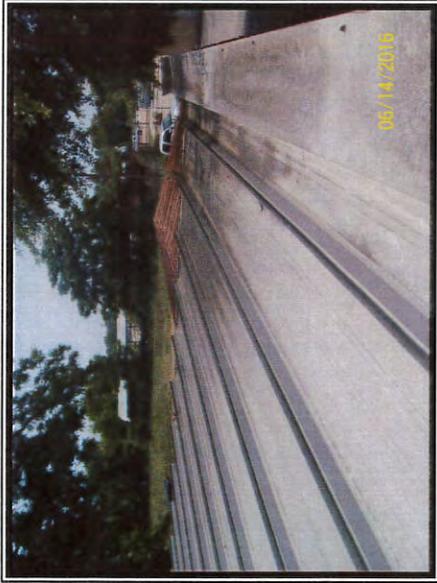


Photo #29

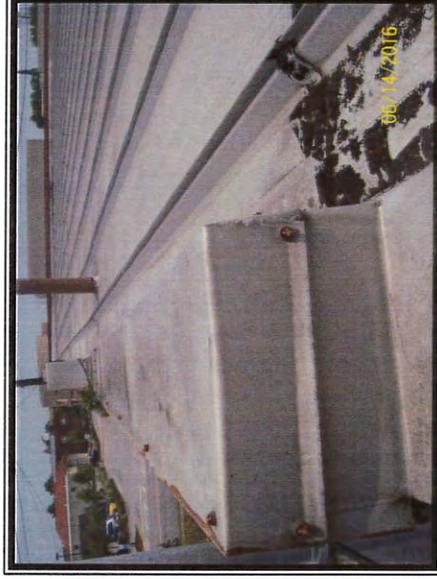


Photo #30

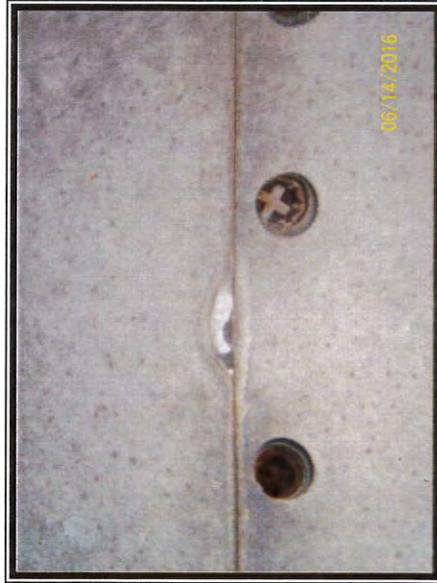


Photo #31

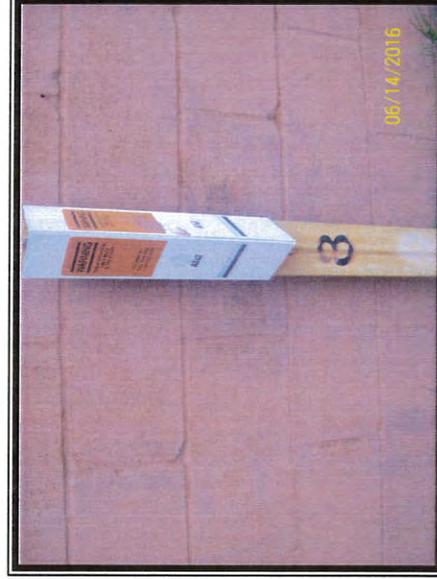


Photo #32

8 E.. Bartlette Street, Sumter, SC

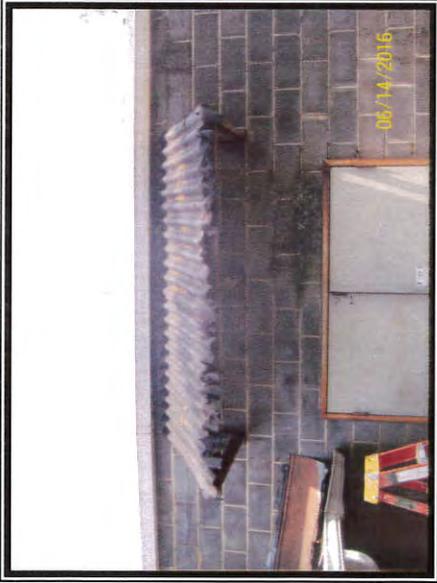


Photo #33

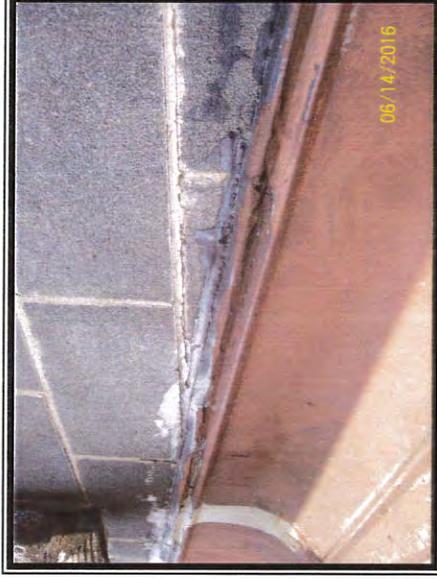


Photo #34



Photo #35



Photo #36

8 E.. Bartlette Street, Sumter, SC



Photo #37

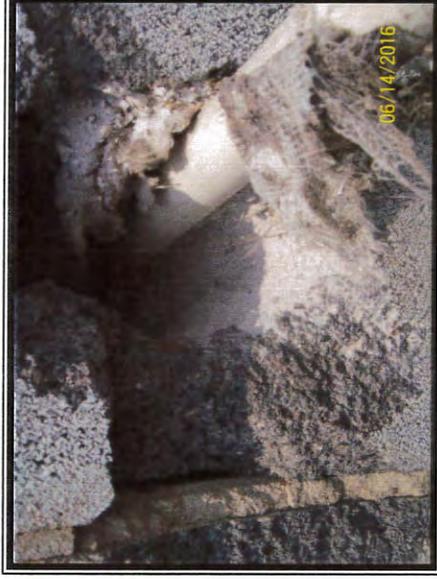


Photo #38



Photo #39



Photo #40

8 E.. Bartlette Street, Sumter, SC



Photo #41



Photo #42

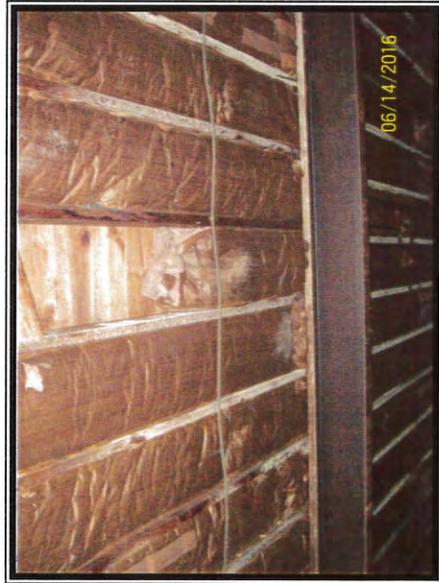


Photo #43



Photo #44

8 E.. Bartlette Street, Sumter, SC

# EAS

ENVIRONMENTAL ABATEMENT & SOLUTIONS, LLC

---

2520 TAHOE DRIVE • SUMTER, SOUTH CAROLINA 29150

TELEPHONE (803) 469-5455

FAX (803) 469-5465

**ASBESTOS SURVEY  
REGARDING  
VACANT BUILDING  
16 E. BARTLETTE STREET  
SUMTER, SOUTH CAROLINA**

**Prepared For:**

**City of Sumter  
P.O. Box 1449  
Sumter, S.C. 29151**

**Prepared By:**

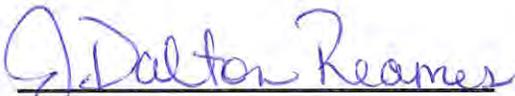
**Environmental Abatement & Solutions, LLC  
2520 Tahoe Drive  
Sumter, South Carolina 29150**

**Date of Inspection: June 14, 2016  
Date of Report: July 8, 2016**

## FOREWORD

This report was prepared by Environmental Abatement & Solutions, LLC (EAS, LLC) of Sumter, South Carolina, for the City of Sumter regarding the vacant building located at 16 E. Bartlette Street in Sumter, S.C. The contents of this report are confidential and intended for the use of the client only.

J. Dalton Reames, S.C. Licensed Building Inspector, conducted the survey, and prepared this report. Any questions or comments concerning this report should be directed to J. Dalton Reames at the offices of EAS, LLC located at 2520 Tahoe Drive in Sumter, S.C., or telephone at 803-469-5455.



**J. Dalton Reames**

**SC Licensed Building Inspector  
License Number BI-00945  
Expiration Date: 02/20/2017**

**SC Licensed AHERA Supervisor  
License Number SA-01252  
Expiration Date: 02/18/2017**

**SC Licensed Air Sampler  
License Number AS-00287  
Expiration Date: 02/18/2017**

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3.1 Homogeneous Areas .....	2
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## **1.0 INTRODUCTION AND OBJECTIVE**

EAS, LLC was requested to conduct an Asbestos Survey on the vacant building located at 16 E. Bartlette Street in Sumter, SC, in order to identify the presence of any asbestos containing materials prior to demolition of the structure. The inspection was authorized by Mr. Steve Dara with the City of Sumter. The inspection included identification and assessment of the condition of suspect asbestos containing material, either friable or non-friable, on the inside and outside of the building.

This report is a compilation of the inspection and its results.

## **2.0 SURVEY METHODOLOGY**

On June 14, 2016, Emerald, Inc. conducted an inspection on the building located at the address stated. J. Dalton Reames, South Carolina Licensed Building Inspector, conducted the inspection.

The vacant, one-story building contains approximately 1120 square feet, and the exact date of construction is unknown. The property also has a separate storage building which contains approximately 80 square feet. The buildings are currently vacant with the last known use as an automotive repair business known as Steve's Mr. Fix It. The basic construction is concrete block and brick built over a concrete slab. The roof is a combination of metal sheeting and a tar and gravel built-up roof. The main building includes an office and a garage work area. The flooring in the office is 12 inch x 12 inch vinyl segments. Interior walls are cinder block with paint and plywood. The ceiling in the office area contains sheetrock with ceiling material. Other parts are open to the metal beams supporting the wooden decking for the roof. Neither building has an HVAC system. The future use of the site after demolition is unknown.

The survey included a visual inspection in order to identify the presence of material

suspected of containing asbestos. This identification was based on the experience and training of the inspector. Fifty-six (56) samples were collected during the survey for laboratory analysis based upon the required EPA and SCDHEC sampling matrix. Samples were placed in individual containers, labeled and numbered according to the sampling scheme (16-01 thru 16-56). Per SCDHEC Asbestos Regulations, the independent laboratory is required to sample all layers of each sample. As a result, fifty-two (52) samples were analyzed by the lab. Appendix B contains the Asbestos Survey Log kept during the inspection which identifies the samples collected by sample number, sample type, location and condition assessment, along with any comments. The samples were shipped to EMSL Analytical, Inc. in Kernersville, North Carolina for analysis. Analysis and results are discussed in Section 4.0.

### **3.0 HAZARD ASSESSMENT FACTORS (ASBESTOS)**

#### **3.1 Homogeneous Areas**

The sample collection was typically conducted by homogeneous materials, i.e., any materials of the same type regarding uniformity throughout in structure or make-up and appearance (color, texture, and/or date of construction/application). Homogeneous materials can be further classified as surfacing materials, thermal system insulation and miscellaneous materials. Miscellaneous materials include ceiling tiles, vinyl floor tiles, roofing, caulking, glazing, etc.

#### **3.2 Hazard Factors**

The samples of suspect material collected were classified as either friable (F) or non-friable (NF). Friable means the material can be crumbled, pulverized, or reduced to powder by ordinary hand pressure. Materials initially determined to be non-friable can receive a reclassification of friable if the material is damaged, thereby providing an avenue

for release of asbestos fibers. Friable asbestos containing material (ACM) has been determined by EPA and OSHA to be a greater hazard (health risk) than non-friable ACM. In assessing the fiber release potential, the current condition of the suspect materials sampled was noted in the Asbestos Survey Log (Appendix B). The condition was denoted as good, damaged, or significantly damaged. Current condition is a factor used to assess the potential for fiber release. Other factors used to determine potential fiber release include air movement, surface type, and area activity as related to human occupancy.

#### **4.0 ANALYSIS AND RESULTS**

##### **4.1 Laboratory Analysis**

Bulk samples were analyzed by EMSL Analytical, Inc. using Polarized Light Microscopy (PLM) with Dispersion Staining Techniques (EPA Bulk Analysis Method 600/R-93/116). This method utilizes part of the bulk sample which is mounted on a slide and exposed to an oil of specific refractive index. This prepared slide is then subjected to a variety of optical tests.

Each type of asbestos displays unique characteristics when subjected to these tests. Percentages of asbestos content are then determined through visual estimating. Although this is an estimate, any material containing greater than one percent of any type of asbestos is classified as ACM by the EPA. Any material classified as ACM must be handled accordingly.

Under the revised South Carolina Asbestos Regulation 61-86.1 effective June 27, 2008, any analysis of non-friable organically bound (NOB) material that is found to be negative via PLM testing, must have confirmation testing via Transmission Electron Microscopy (TEM) on one sample from each media.

## 4.2 Survey Results

Samples were collected and tested from various suspect materials including 12 x 12 floor segments, sheetrock, ceiling material, window glazing, roofing materials, roofing shingles, and sealants. Table 1 contains a listing of the samples that tested positive for asbestos above the 1% limit. Samples of vinyl flooring segments and roofing shingles were verified as negative via TEM analysis. Appendix C contains a copy of the analytical results from the laboratory.

**TABLE 1  
VACANT BUILDING  
16 E. BARTLETTE STREET  
SUMTER, SC  
ASBESTOS CONTAINING MATERIALS**

Description	Location	F/NF	Approx. SF/LF
Inside Window Glazing	Shop	F*	132 LF
Outdoor Window Sealant	Shop	F*	120 LF
Terracotta Wall Cap Sealant	Roof	NF	110 LF
Roofing Material	Main Bldg Roof	NF	1200 SF
Roof Top Wall Sealant	Main Bldg Roof	NF	280 SF

Note: F - Friable  
F\*- Friable due to Damaged Condition  
NF - Non Friable

## **5.0 CONCLUSIONS AND RECOMMENDATIONS**

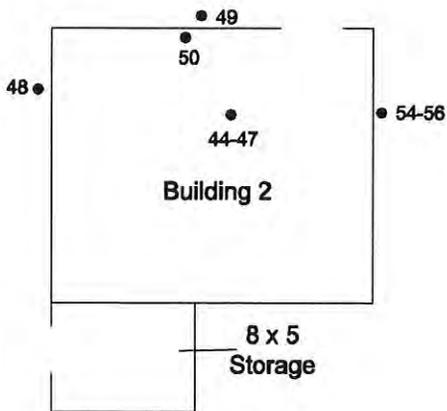
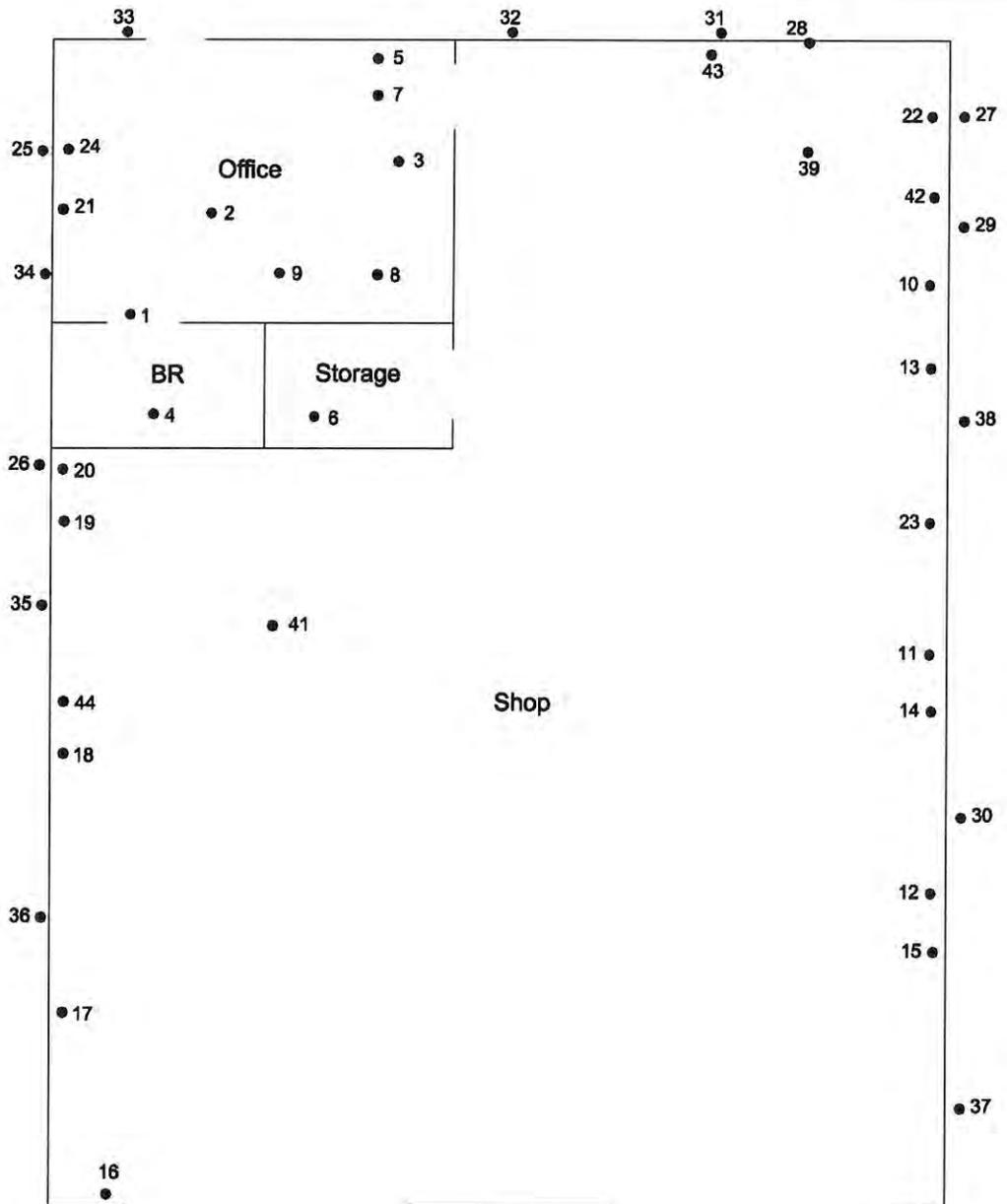
Based upon the inspection and the analytical results from the samples collected and tested by an independent laboratory, the vacant building located at 16 E. Bartlette Street in Sumter, S.C., does contain both friable and non-friable ACM as per Table 1. Such materials will have to be removed by a S.C. licensed abatement contractor per SCDHEC Bureau of Air Quality Asbestos Regulation 61-86.1 effective May 27, 2011, prior to demolition of the building.

## APPENDICES

- APPENDIX A. Building Floor Plan
- APPENDIX B. Asbestos Sample Log
- APPENDIX C. Chain of Custody & Analytical Results
- APPENDIX D. Building Inspector License
- APPENDIX E. Site Photographs

**APPENDIX A**

**BUILDING FLOOR PLAN**



Not to Scale

PROJECT:  
Vacant Building  
16 E. Bartlette Street  
Sumter, South Carolina

SHEET TITLE:  
Sample Locations

DATE:  
6/14/16

**EMERALD, INC.**  
Sumter, SC

**APPENDIX B**  
**ASBESTOS SAMPLE LOG**

# EAS, LLC

## ASBESTOS SAMPLE LOG

PROJECT NAME: City of Sumter

DATE: 6/14/2016

ADDRESS: 16 E. Bartlette Street, Sumter, SC

INSPECTOR: Dalton Reames

SAMPLE #	LOCATION		DESCRIPTION	CONDITION	TYPE	F/NF	APPROX. SF/LF	POTENTIAL FOR FUTURE DISTURBANCE											
	FLOOR	ROOM						CONTACT			VIBRATION			AIR EROSION					
								H	M	L	H	M	L	H	M	L			
16-01		BR	12 x 12 Vinyl Floor Segments	G	M	NF		X			X								
16-02		Office	12 x 12 Vinyl Floor Segments	G	M	NF	130 SF	X			X								
16-03			12 x 12 Vinyl Floor Segments	G	M	NF		X			X								
16-04		BR	Sheetrock	D	S	F		X			X								
16-05		Office	Sheetrock	D	S	F	190 SF	X			X								
16-06		Storage	Sheetrock	D	S	F		X			X								
16-07			Ceiling Material	D	S	F		X			X								
16-08		Office	Ceiling Material	D	S	F	130 SF	X			X								
16-09			Ceiling Material	D	S	F		X			X								
16-10			Block Filler - Yellow	G	S	F		X			X								
16-11	1		Block Filler - Yellow	G	S	F	500 SF	X			X								
16-12			Block Filler - Yellow	G	S	F		X			X								
16-13			Block Filler - Red	G	S	F		X			X								
16-14			Block Filler - Red	G	S	F	250 SF	X			X								
16-15		Shop	Block Filler - Red	G	S	F		X			X								
16-16			Block Filler - White	G	S	F		X			X								
16-17			Block Filler - White	G	S	F	120 SF	X			X								
16-18			Block Filler - White	G	S	F		X			X								
16-19			Block Filler - Blue/Grey	G	S	F		X			X								
16-20			Block Filler - Blue/Grey	G	S	F	450 SF	X			X								
16-21			Block Filler - Blue/Grey	G	S	F		X			X								

Condition  
 G= Good  
 D= Damaged  
 SD= Significantly Damaged

Type  
 S= Surface  
 TSI= Thermal Systems Insulation  
 M= Miscellaneous

F/NF  
 F= Friable  
 NF= Non Friable

Potential for Future Disturbance  
 H= High  
 M= Moderate  
 L= Low

# EAS, LLC

## ASBESTOS SAMPLE LOG

PROJECT NAME: City of Sumter  
 ADDRESS: 16 E. Bartlette Street, Sumter, SC

DATE: 6/14/2016  
 INSPECTOR: Dalton Reames

SAMPLE #	LOCATION			DESCRIPTION	CONDITION	TYPE	F/NF	APPROX. SF/LF	POTENTIAL FOR FUTURE DISTURBANCE								
	FLOOR	ROOM	EXACT						CONTACT			VIBRATION			AIR EROSION		
									H	M	L	H	M	L	H	M	L
16-22	1	Shop		Inside Window Glaze	D	M	F	132 LF	X			X			X		
16-23				Inside Window Glaze	D	M	F		X			X			X		
16-24				Inside Window Glaze	D	M	F		X			X			X		
16-25			Window	Outdoor Window Unit Sealant	D	M	F	120 LF	X			X			X		
16-26				Outdoor Window Unit Sealant	D	M	F		X			X			X		
16-27				Outdoor Window Unit Sealant	D	M	F		X			X			X		
16-28			Roof	Terracotta Wall Capping Sealant	G	M	NF	110 LF	X			X			X		
16-29				Terracotta Wall Capping Sealant	G	M	NF		X			X			X		
16-30				Terracotta Wall Capping Sealant	G	M	NF		X			X			X		
16-31				Outside Block Filler - Brown	D	M	F	300 SF	X			X			X		
16-32				Outside Block Filler - Brown	D	M	F		X			X			X		
16-33				Outside Block Filler - Brown	D	M	F		X			X			X		
16-34			Main Building Walls	Outside Block Filler - Off White	D	M	F	1650 SF	X			X			X		
16-35				Outside Block Filler - Off White	D	M	F		X			X			X		
16-36				Outside Block Filler - Off White	D	M	F		X			X			X		
16-37				Outside Block Filler - Off White	D	M	F		X			X			X		
16-38				Outside Block Filler - Off White	D	M	F		X			X			X		
16-39				Roofing Material	G	M	NF		X			X			X		
16-40			Main Building Roof	Roofing Material	G	M	NF	1200 SF	X			X			X		
16-41				Roofing Material	G	M	NF		X			X			X		

**Condition**  
 G= Good  
 D= Damaged  
 SD= Significantly Damaged

**Type**  
 S= Surface  
 TSI= Thermal Systems Insulation  
 M= Miscellaneous

**F/NF**  
 F= Friable  
 NF= Non Friable

**Potential for Future Disturbance**  
 H= High  
 M= Moderate  
 L= Low

# EAS, LLC

## ASBESTOS SAMPLE LOG

PROJECT NAME: City of Sumter

DATE: 6/14/2016

ADDRESS: 16 E. Bartlette Street, Sumter, SC

INSPECTOR: Dalton Reames

SAMPLE #	LOCATION			DESCRIPTION	CONDITION	TYPE	F/NF	APPROX. SF/LF	POTENTIAL FOR FUTURE DISTURBANCE					
	FLOOR	ROOM	EXACT						CONTACT		VIBRATION		AIR EROSION	
									H	M	L	H	M	L
16-42				Rooftop Wall Sealant	G	M	NF		X			X		
16-43				Rooftop Wall Sealant	G	M	NF	280 SF	X			X		
16-44				Rooftop Wall Sealant	G	M	NF		X			X		
16-45				Sheetrock	D	S	F		X			X		
16-46				Sheetrock	D	S	F	80 SF	X			X		
16-47				Sheetrock	D	S	F		X			X		
16-48				Block Filler - White	G	S	F		X			X		
16-49				Block Filler - White	G	S	F	704 SF	X			X		
16-50				Block Filler - White	G	S	F		X			X		
16-51				Roofing Shingles - Grey	G	M	NF		X			X		
16-52				Roofing Shingles - Grey	G	M	NF	120 SF	X			X		
16-53				Roofing Shingles - Grey	G	M	NF		X			X		
16-54				Roofing Shingles - Red/Brown	G	M	NF		X			X		
16-55				Roofing Shingles - Red/Brown	G	M	NF	120 SF	X			X		
16-56				Roofing Shingles - Red/Brown	G	M	NF		X			X		

**Condition**  
 G= Good  
 D= Damaged  
 SD= Significantly Damaged

**Type**  
 S= Surface  
 TSI= Thermal Systems Insulation  
 M= Miscellaneous

**F/NF**  
 F= Friable  
 NF= Non Friable

**Potential for Future Disturbance**  
 H= High  
 M= Moderate  
 L= Low

**APPENDIX C**  
**CHAIN OF CUSTODY**  
**&**  
**ANALYTICAL RESULTS**



**EMSL Analytical, Inc.**

706 Gralin Street, Kernersville, NC 27284  
Phone/Fax: (336) 992-1025 / (336) 992-4175  
http://www.EMSL.com greensborolab@emsl.com

EMSL Order: 021603865  
CustomerID: EMER51A  
CustomerPO:  
ProjectID:

Attn: **Dalton Reames**  
**Environmental Abatement & Solutions**  
**2520 Tahoe Drive**  
**Sumter, SC 29150**

Phone: (803) 469-5455  
Fax: (803) 469-5465  
Received: 06/16/16 10:15 AM  
Analysis Date: 6/21/2016  
Collected: 6/14/2016

Project: **City of Sumter - 16 E. Bartlette**

**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
16-01-Self Stick Floor Tile 021603865-0001	12x12 Vinyl Flooring Segments	Brown/Black Fibrous Heterogeneous	100	None	No Asbestos Detected
16-01-Mastic/ Backing 021603865-0001A	12x12 Vinyl Flooring Segments	Tan Fibrous Heterogeneous	100	None	No Asbestos Detected
16-52 021603865-0052	Roofing Shingles-Grey	Gray/White/Black Fibrous Heterogeneous	100	None	No Asbestos Detected
16-55 021603865-0055	Roofing Shingles-Reddish Brown	Gray/Black/Orange Fibrous Heterogeneous	100	None	No Asbestos Detected

Analyst(s) \_\_\_\_\_

Stephen Bennett (4)

  
Stephen Bennett, 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. Kernersville, NC

Initial report from 06/21/2016 10:46:42



# EMSL Analytical, Inc.

706 Gralin Street Kernersville, NC 27284  
Tel/Fax: (336) 992-1025 / (336) 992-4175  
http://www.EMSL.com / greensborolab@emsl.com

EMSL Order: 021603865  
Customer ID: EMER51A  
Customer PO:  
Project ID:

**Attention:** Dalton Reames  
Environmental Abatement & Solutions  
2520 Tahoe Drive  
Sumter, SC 29150  
**Phone:** (803) 469-5455  
**Fax:** (803) 469-5465  
**Received Date:** 06/16/2016 10:15 AM  
**Analysis Date:** 06/16/2016  
**Collected Date:** 06/14/2016  
**Project:** City of Sumter - 16 E. Bartlette

## Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
16-01-Self Stick Floor Tile	12x12 Vinyl Flooring Segments	Brown/Black Non-Fibrous Homogeneous	1% Synthetic	10% Quartz 89% Non-fibrous (Other)	None Detected
021603865-0001					
16-01-Mastic/ Backing	12x12 Vinyl Flooring Segments	Tan Fibrous Heterogeneous	40% Cellulose 2% Glass	58% Non-fibrous (Other)	None Detected
021603865-0001A					
16-02-Self Stick Floor Tile	12x12 Vinyl Flooring Segments	Brown/Black Non-Fibrous Homogeneous	1% Synthetic	10% Quartz 89% Non-fibrous (Other)	None Detected
021603865-0002					
16-02-Mastic/ Backing	12x12 Vinyl Flooring Segments	Brown/Tan Fibrous Heterogeneous	80% Cellulose 5% Glass	15% Non-fibrous (Other)	None Detected
021603865-0002A					
16-03-Self Stick Floor Tile	12x12 Vinyl Flooring Segments	Brown Non-Fibrous Heterogeneous		10% Quartz 90% Non-fibrous (Other)	None Detected
021603865-0003					
16-03-Mastic/Backing	12x12 Vinyl Flooring Segments	Brown/Tan Fibrous Heterogeneous	80% Cellulose 5% Glass	15% Non-fibrous (Other)	None Detected
021603865-0003A					
16-04-Sheetrock	Sheetrock	Brown/Gray Fibrous Heterogeneous	15% Cellulose	85% Non-fibrous (Other)	None Detected
021603865-0004					
16-04-Joint Compound	Sheetrock	White Non-Fibrous Homogeneous		30% Ca Carbonate 70% Non-fibrous (Other)	None Detected
021603865-0004A					
16-05-Sheetrock	Sheetrock	Brown/Gray Fibrous Heterogeneous	15% Cellulose	85% Non-fibrous (Other)	None Detected
021603865-0005					
16-05-Joint Compound	Sheetrock	White Non-Fibrous Homogeneous		30% Ca Carbonate 70% Non-fibrous (Other)	None Detected
021603865-0005A					
16-06-Sheetrock	Sheetrock	Brown/Gray Fibrous Heterogeneous	15% Cellulose	85% Non-fibrous (Other)	None Detected
021603865-0006					
16-06-Joint Compound	Sheetrock	White Non-Fibrous Homogeneous		30% Ca Carbonate 70% Non-fibrous (Other)	None Detected
021603865-0006A					
16-07	Ceiling Material	White/Beige Non-Fibrous Homogeneous	<1% Cellulose	20% Ca Carbonate 10% Mica 70% Non-fibrous (Other)	None Detected
021603865-0007					
16-08	Ceiling Material	Gray/White/Beige Non-Fibrous Homogeneous	<1% Cellulose	20% Ca Carbonate 10% Mica 70% Non-fibrous (Other)	None Detected
021603865-0008					
16-09	Ceiling Material	White/Beige Non-Fibrous Heterogeneous		20% Ca Carbonate 10% Mica 70% Non-fibrous (Other)	None Detected
021603865-0009					

Initial Report From: 06/17/2016 17:07:07



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http://www.EMSL.com / greensborolab@emsl.com

EMSL Order: 021603865  
Customer ID: EMER51A  
Customer PO:  
Project ID:

## Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
16-10 021603865-0010	Block Filler-Yellow	Gray/Yellow/Beige Non-Fibrous Homogeneous	<1% Cellulose	5% Ca Carbonate 95% Non-fibrous (Other)	None Detected
16-11 021603865-0011	Block Filler-Yellow	Gray/Yellow/Beige Non-Fibrous Homogeneous	<1% Cellulose	10% Ca Carbonate 90% Non-fibrous (Other)	None Detected
16-12 021603865-0012	Block Filler-Yellow	Gray/Yellow/Beige Non-Fibrous Heterogeneous		10% Ca Carbonate 90% Non-fibrous (Other)	None Detected
16-13 021603865-0013	Block Filler-Red	Gray/Red/Beige Non-Fibrous Homogeneous	<1% Cellulose	15% Ca Carbonate 85% Non-fibrous (Other)	None Detected
16-14 021603865-0014	Block Filler-Red	Gray/Red/Beige Non-Fibrous Homogeneous	<1% Cellulose	15% Ca Carbonate 85% Non-fibrous (Other)	None Detected
16-15 021603865-0015	Block Filler-Red	Gray/Red Non-Fibrous Heterogeneous		10% Ca Carbonate 90% Non-fibrous (Other)	None Detected
16-16 021603865-0016	Block Filler-White	Gray/White Non-Fibrous Homogeneous	<1% Cellulose	100% Non-fibrous (Other)	None Detected
16-17 021603865-0017	Block Filler-White	Gray/White Non-Fibrous Homogeneous	<1% Cellulose	100% Non-fibrous (Other)	None Detected
16-18 021603865-0018	Block Filler-White	Gray Non-Fibrous Heterogeneous	<1% Cellulose	100% Non-fibrous (Other)	None Detected
16-19 021603865-0019	Block Filler-Blue/Gray	Gray/Beige Non-Fibrous Homogeneous	<1% Cellulose	10% Ca Carbonate 90% Non-fibrous (Other)	None Detected
16-20 021603865-0020	Block Filler-Blue/Gray	Gray/Beige Non-Fibrous Homogeneous	<1% Cellulose	10% Ca Carbonate 90% Non-fibrous (Other)	None Detected
16-21 021603865-0021	Block Filler-Blue/Gray	Gray Non-Fibrous Heterogeneous		10% Ca Carbonate 90% Non-fibrous (Other)	None Detected
16-22 021603865-0022	Inside Window Glaze	Gray/White/Beige Non-Fibrous Homogeneous	<1% Cellulose 1% Fibrous (Other)	10% Ca Carbonate 85% Non-fibrous (Other)	4% Chrysotile
16-23 021603865-0023	Inside Window Glaze				Positive Stop (Not Analyzed)
16-24 021603865-0024	Inside Window Glaze				Positive Stop (Not Analyzed)
16-25 021603865-0025	Outdoor Window Unit Sealant	Gray/White/Beige Non-Fibrous Homogeneous	<1% Cellulose 1% Fibrous (Other)	10% Ca Carbonate 86% Non-fibrous (Other)	3% Chrysotile
16-26 021603865-0026	Outdoor Window Unit Sealant				Positive Stop (Not Analyzed)
16-27 021603865-0027	Outdoor Window Unit Sealant				Positive Stop (Not Analyzed)
16-28 021603865-0028	Tarracotta Capping Sealant	Gray/Black Fibrous Heterogeneous	5% Cellulose	80% Non-fibrous (Other)	15% Chrysotile

Initial Report From: 06/17/2016 17:07:07



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EMSL Order: 021603865  
Customer ID: EMER51A  
Customer PO:  
Project ID:

## Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
16-29	Tarracotta Capping Sealant				Positive Stop (Not Analyzed)
<i>021603865-0029</i>					
16-30	Tarracotta Capping Sealant				Positive Stop (Not Analyzed)
<i>021603865-0030</i>					
16-31	Outside Block Filler-Brown	Brown/Gray/Beige Non-Fibrous Homogeneous	<1% Cellulose	10% Ca Carbonate 90% Non-fibrous (Other)	None Detected
<i>021603865-0031</i>					
16-32	Outside Block Filler-Brown	Gray/Tan/Beige Non-Fibrous Heterogeneous	<1% Cellulose	5% Quartz 10% Ca Carbonate 85% Non-fibrous (Other)	None Detected
<i>021603865-0032</i>					
16-33	Outside Block Filler-Brown	Gray/Tan Non-Fibrous Heterogeneous		10% Ca Carbonate 90% Non-fibrous (Other)	None Detected
<i>021603865-0033</i>					
16-34	Outside Block Filler-White	Gray/Beige Non-Fibrous Homogeneous	<1% Cellulose	5% Ca Carbonate 95% Non-fibrous (Other)	None Detected
<i>021603865-0034</i>					
16-35	Outside Block Filler-White	Gray/Beige Non-Fibrous Homogeneous	<1% Cellulose	5% Ca Carbonate 95% Non-fibrous (Other)	None Detected
<i>021603865-0035</i>					
16-36	Outside Block Filler-White	Gray/Beige Non-Fibrous Homogeneous	<1% Cellulose	5% Ca Carbonate 95% Non-fibrous (Other)	None Detected
<i>021603865-0036</i>					
16-37	Outside Block Filler-White	Gray/Beige Non-Fibrous Heterogeneous		5% Ca Carbonate 95% Non-fibrous (Other)	None Detected
<i>021603865-0037</i>					
16-38	Outside Block Filler-White	Gray/Beige Non-Fibrous Heterogeneous		5% Ca Carbonate 95% Non-fibrous (Other)	None Detected
<i>021603865-0038</i>					
16-39	Roofing Material	Gray/Black Fibrous Heterogeneous	5% Cellulose 10% Synthetic 15% Glass	60% Non-fibrous (Other)	10% Chrysotile
<i>021603865-0039</i>					
16-40	Roofing Material				Positive Stop (Not Analyzed)
<i>021603865-0040</i>					
16-41	Roofing Material				Positive Stop (Not Analyzed)
<i>021603865-0041</i>					
16-42	Rooftop Wall Sealant	Black Fibrous Heterogeneous	15% Cellulose 10% Glass	70% Non-fibrous (Other)	5% Chrysotile
<i>021603865-0042</i>					
16-43	Rooftop Wall Sealant				Positive Stop (Not Analyzed)
<i>021603865-0043</i>					
16-44	Rooftop Wall Sealant				Positive Stop (Not Analyzed)
<i>021603865-0044</i>					
16-45	Sheetrock	Brown/Gray Fibrous Heterogeneous	10% Cellulose 1% Glass	89% Non-fibrous (Other)	None Detected
<i>021603865-0045</i> <i>Only sheetrock present</i>					
16-46	Sheetrock	Brown/Gray Fibrous Heterogeneous	15% Cellulose 1% Glass	84% Non-fibrous (Other)	None Detected
<i>021603865-0046</i> <i>Only sheetrock present</i>					

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EMSL Order: 021603865  
Customer ID: EMER51A  
Customer PO:  
Project ID:

## Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
16-47 <i>021603865-0047</i> <i>Only sheetrock present</i>	Sheetrock	Brown/Gray Fibrous Homogeneous	10% Cellulose	90% Non-fibrous (Other)	None Detected
16-48 <i>021603865-0048</i>	Block Filler-White	White Non-Fibrous Homogeneous	<1% Cellulose	100% Non-fibrous (Other)	None Detected
16-49 <i>021603865-0049</i>	Block Filler-White	White/Beige Non-Fibrous Homogeneous	<1% Cellulose	5% Ca Carbonate 95% Non-fibrous (Other)	None Detected
16-50 <i>021603865-0050</i>	Block Filler-White	White Non-Fibrous Homogeneous		5% Ca Carbonate 95% Non-fibrous (Other)	None Detected
16-51 <i>021603865-0051</i>	Roofing Shingles-Grey	Gray/White/Black Fibrous Heterogeneous	10% Glass	90% Non-fibrous (Other)	None Detected
16-52 <i>021603865-0052</i>	Roofing Shingles-Grey	Gray/White/Black Fibrous Heterogeneous	10% Glass	90% Non-fibrous (Other)	None Detected
16-53 <i>021603865-0053</i>	Roofing Shingles-Grey	White/Black Fibrous Homogeneous	8% Glass	92% Non-fibrous (Other)	None Detected
16-54 <i>021603865-0054</i>	Roofing Shingles-Reddish Brown	Brown/Black/Orange Fibrous Heterogeneous	8% Glass	92% Non-fibrous (Other)	None Detected
16-55 <i>021603865-0055</i>	Roofing Shingles-Reddish Brown	Gray/Black/Orange Fibrous Heterogeneous	8% Glass	92% Non-fibrous (Other)	None Detected
16-56 <i>021603865-0056</i>	Roofing Shingles-Reddish Brown	Gray/Black/Orange Fibrous Homogeneous	8% Glass	92% Non-fibrous (Other)	None Detected

Analyst(s)

James Cole (12)  
Kristie Elliott (4)  
Nicole Shutts (36)

Stephen Bennett, Laboratory Manager  
or Other Approved Signatory

EMSL maintains liability limited to cost of analysis. This report relates only to the samples reported and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. Interpretation and use of test results are the responsibility of the client. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. Non-friable organically bound materials present a problem matrix and therefore EMSL recommends gravimetric reduction prior to analysis. Samples received in good condition unless otherwise noted. Estimated accuracy, precision and uncertainty data available upon request. Unless requested by the client, building materials manufactured with multiple layers (i.e. linoleum, wallboard, etc.) are reported as a single sample. Reporting limit is 1%

Samples analyzed by EMSL Analytical, Inc. Kernersville, NC NVLAP Lab Code 102104-0, CA ELAP 2689, Virginia 3333-000228, West Virginia LT000321

Initial Report From: 06/17/2016 17:07:07

EMSL Analytical, Inc.  
706 Gralin Street



EMSL ANALYTICAL, INC.  
LABORATORY • PRODUCTS • TRAINING

### Asbestos Bulk Building Material Chain of Custody

EMSL Order Number (Lab Use Only):

3865

Kernersville, NC 27284  
PHONE (336) 992-1025  
FAX (336) 992-4175

Company: EAS, LLC		EMSL-Bill to: <input checked="" type="checkbox"/> Same <input type="checkbox"/> Different <small>If Bill to is Different note instructions in Comments**</small>	
Street: 2520 Tahoe Drive		<i>Third Party Billing requires written authorization from third party</i>	
City: Sumter	State/Province: SC	Zip/Postal Code: 29150	Country: United States
Report To (Name): Dalton Reames		Telephone #: 803-469-5455	
Email Address: dreames@emeraldinc-us.com		Fax #:	Purchase Order:
Project Name/Number: City of Sumter - 16 E Bartlette		Please Provide Results: <input type="checkbox"/> Fax <input checked="" type="checkbox"/> Email <input type="checkbox"/> Mail	
U.S. State Samples Taken: SC		CT Samples: <input type="checkbox"/> Commercial/Taxable <input type="checkbox"/> Residential/Tax Exempt	

**Turnaround Time (TAT) Options\* - Please Check**

3 Hour   
  6 Hour   
  24 Hour   
  48 Hour   
  72 Hour   
  96 Hour   
  1 Week   
  2 Week

\*For TEM Air 3 hr through 6 hr, please call ahead to schedule. There is a premium charge for 3 Hour TEM AHERA or EPA Level II TAT. You will be asked to sign an authorization form for this service. Analysis completed in accordance with EMSL's Terms and Conditions located in the Analytical Price Guide.

<p><b>PLM - Bulk (reporting limit)</b></p> <p><input checked="" type="checkbox"/> PLM EPA 600/R-93/116 (&lt;1%)</p> <p><input type="checkbox"/> PLM EPA NOB (&lt;1%)</p> <p>Point Count <input type="checkbox"/> 400 (&lt;0.25%) <input type="checkbox"/> 1000 (&lt;0.1%)</p> <p>Point Count w/Gravimetric <input type="checkbox"/> 400 (&lt;0.25%) <input type="checkbox"/> 1000 (&lt;0.1%)</p> <p><input type="checkbox"/> NIOSH 9002 (&lt;1%)</p> <p><input type="checkbox"/> NY ELAP Method 198.1 (friable in NY)</p> <p><input type="checkbox"/> NY ELAP Method 198.6 NOB (non-friable-NY)</p> <p><input type="checkbox"/> OSHA ID-191 Modified</p> <p><input type="checkbox"/> Standard Addition Method</p>	<p><b>TEM - Bulk</b></p> <p><input type="checkbox"/> TEM EPA NOB - EPA 600/R-93/116 Section 2.5.5.1</p> <p><input type="checkbox"/> NY ELAP Method 198.4 (TEM)</p> <p><input type="checkbox"/> Chatfield Protocol (semi-quantitative)</p> <p><input type="checkbox"/> TEM % by Mass - EPA 600/R-93/116 Section 2.5.5.2</p> <p><input type="checkbox"/> TEM Qualitative via Filtration Prep Technique</p> <p><input type="checkbox"/> TEM Qualitative via Drop Mount Prep Technique</p> <p style="text-align: center;"><b>Other</b></p> <p><input type="checkbox"/></p>
---	--

Check For Positive Stop - Clearly Identify Homogenous Group    Date Sampled: 06/14/16

Samplers Name: Dalton Reames    Samplers Signature: *Dalton Reames*

Sample #	HA #	Sample Location	Material Description
16-01		12x12 Vinyl Flooring Segments	
16-02		"	
16-03		"	
16-04		Sheetrock	} sample All Layers
16-05		"	
16-06		"	
16-07		Ceiling Material	
16-08		"	
16-09		"	
16-10		Block Filler - Yellow	

Client Sample # (s): 16-01 → 16-56    Total # of Samples: 56

Relinquished (Client): *Dalton Reames*    Date: 06/15/16    Time: 1600

Received (Lab): *OH*    Date: 6-16-16    Time: 10:15

Comments/Special Instructions:  
Project name: City of Sumter - 16 E. Bartlette



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### Asbestos Bulk Building Material Chain of Custody

EMSL Order Number (Lab Use Only):

3865

EMSL Analytical, Inc.  
706 Gralin Street

Kernersville, NC 27284  
PHONE: (336) 992-1025  
FAX: (336) 992-4175

Additional Pages of the Chain of Custody are only necessary if needed for additional sample information

Sample #	HA #	Sample Location	Material Description
16-11		Block Filler - Yellow	
16-12		"	
16-13		Block Filler - Red	
16-14		"	
16-15		"	
16-16		Block Filler - White	
16-17		"	
16-18		"	
16-19		Block Filler - Blue/Grey	
16-20		"	
16-21		"	
16-22		Inside Window Glaze	
16-23		"	
16-24		"	
16-25		Outdoor Window Unit Sealant	
16-26		"	
16-27		"	
16-28		Terracotta Capping Sealant	
16-29		"	
16-30		"	
16-31		Outside Block Filler - Brown	
16-32		"	
16-33		"	
16-34		Outside Block Filler - White	
*Comments/Special Instructions:			



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**Asbestos Bulk Building Material  
Chain of Custody**

EMSL Order Number (Lab Use Only):

3885

Kernersville, NC 27284  
PHONE (336) 992-1025  
FAX (336) 992-4175

Additional Pages of the Chain of Custody are only necessary if needed for additional sample information

Sample #	HA #	Sample Location	Material Description
16-35		Outside Block Filler - White	
16-36		"	
16-37		"	
16-38		"	
16-39		Roofing Material	} Sample All Layers
16-40		"	
16-41		"	
16-42		Roofing Wall Sealant	} Sample All Layers
16-43		"	
16-44		"	
16-45		Sheetrock	} Sample All Layers
16-46		"	
16-47		"	
16-48		Block Filler - White	
16-49		"	
16-50		"	
16-51		Roofing Shingles - Grey	
16-52		"	
16-53		"	
16-54		Roofing Shingles - Reddish Brown	
16-55		"	
16-56		"	
*Comments/Special Instructions:			

**APPENDIX D**  
**BUILDING INSPECTOR LICENSE**

---

**SCDHEC ISSUED**  
Asbestos ID Card

---

**J Dalton Reames**

Expiration Date



<b>CONSULTBI</b>	<b>BI-00945</b>	<b>02/20/17</b>
<b>AIRAMPLER</b>	<b>AS-00287</b>	<b>02/18/17</b>
<b>SUPERHERA</b>	<b>SA-01252</b>	<b>02/18/17</b>

**APPENDIX E**  
**SITE PHOTOGRAPHS**



Photo #1

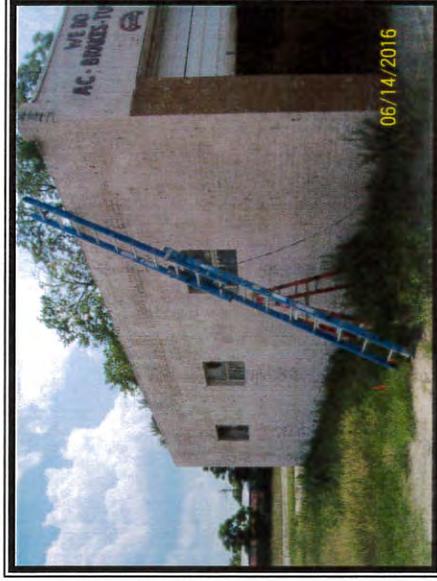


Photo #2



Photo #3

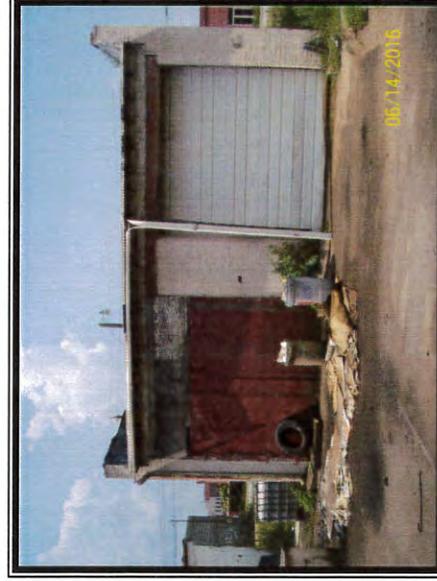


Photo #4

16 E. Bartlette Street, Sumter, SC



Photo #5

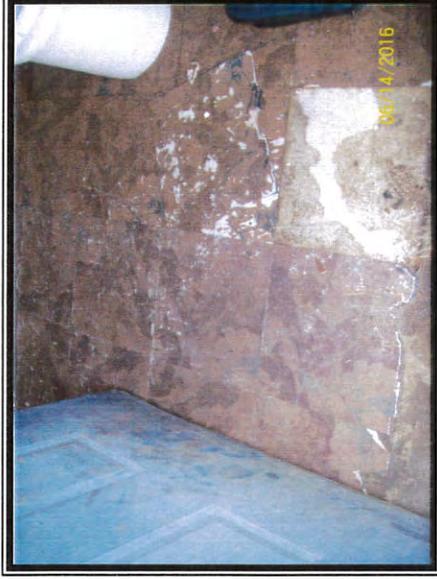


Photo #6



Photo #7

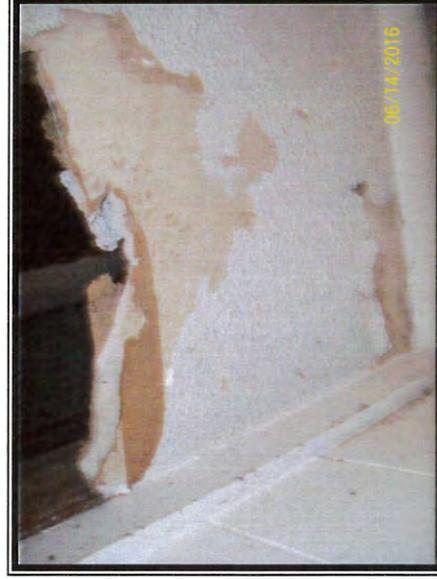


Photo #8

16 E. Bartlette Street, Sumter, SC



Photo #9



Photo #10

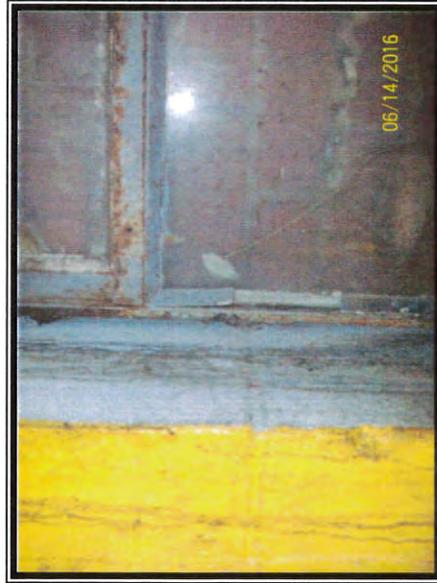


Photo #11



Photo #12

16 E. Bartlette Street, Sumter, SC



Photo #13

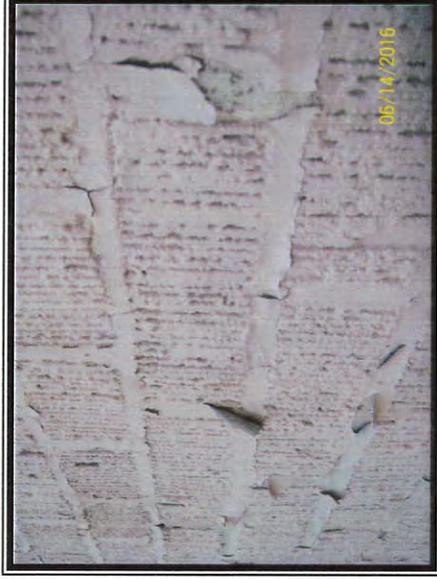


Photo #14



Photo #15

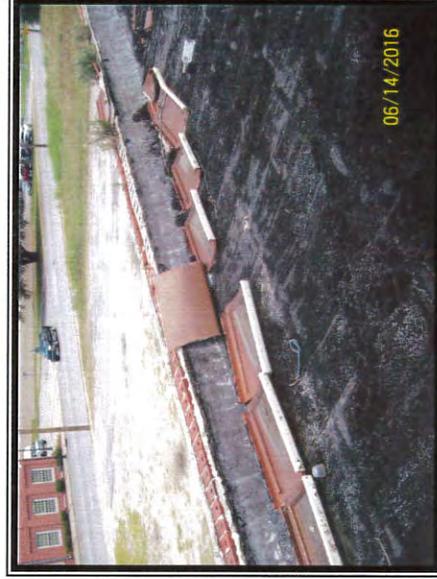


Photo #16

16 E. Bartlette Street, Sumter, SC



Photo #17



Photo #18



Photo #19

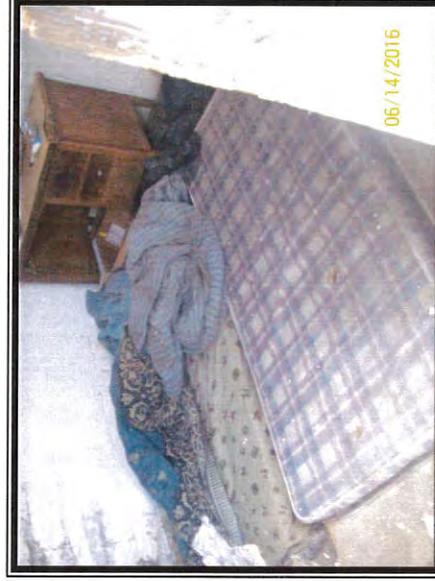


Photo #20

16 E. Bartlette Street, Sumter, SC

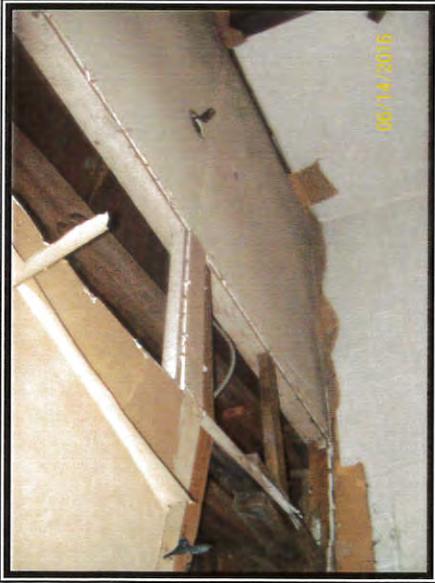


Photo #21

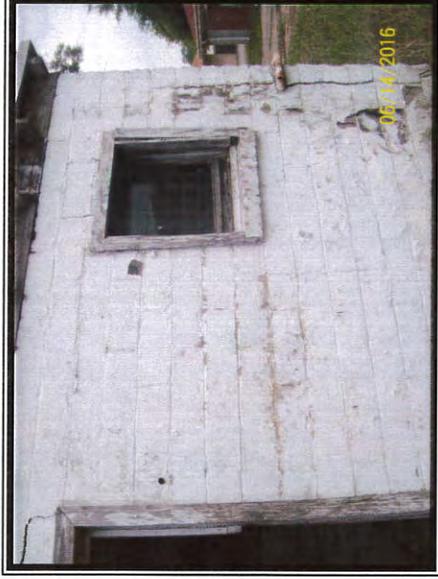


Photo #22

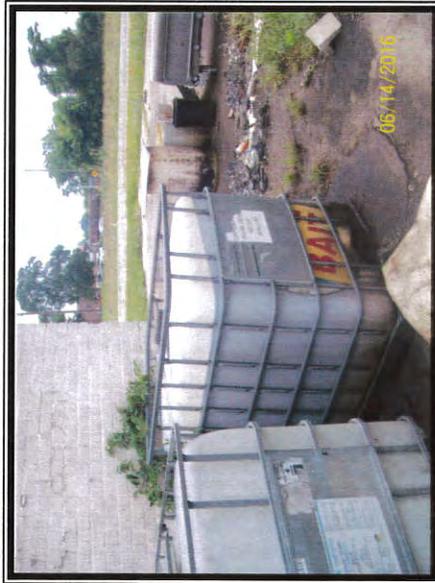


Photo #23

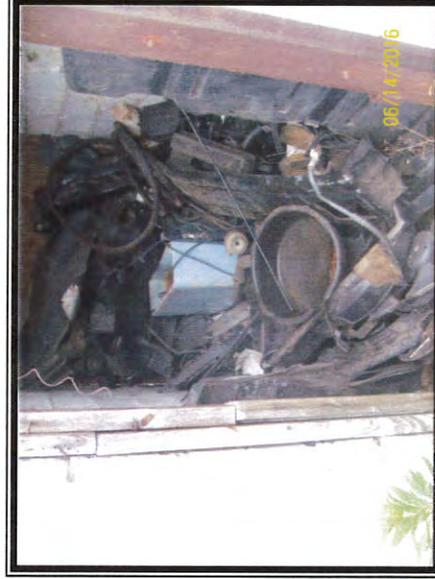


Photo #24

16 E. Bartlette Street, Sumter, SC



Photo #25

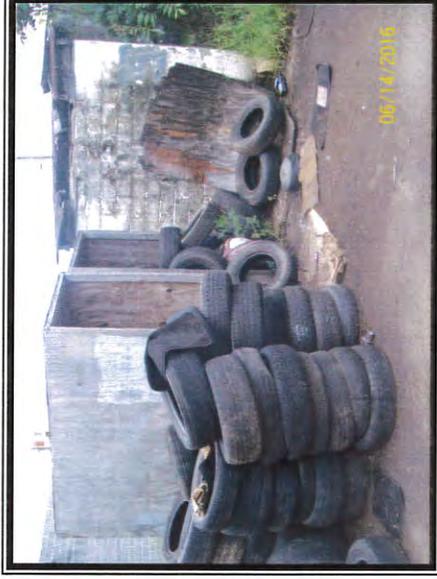


Photo #26

16 E. Bartlette Street, Sumter, SC

# EAS

ENVIRONMENTAL ABATEMENT & SOLUTIONS, LLC

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2520 TAHOE DRIVE • SUMTER, SOUTH CAROLINA 29150

TELEPHONE (803) 469-5455

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**ASBESTOS SURVEY  
REGARDING  
FORMER S.C. COMMUNITY BANK BUILDING  
201 S. MAIN STREET  
SUMTER, SOUTH CAROLINA**

**Prepared For:**

**City of Sumter  
P.O. Box 1449  
Sumter, S.C. 29151**

**Prepared By:**

**Environmental Abatement & Solutions, LLC  
2520 Tahoe Drive  
Sumter, South Carolina 29150**

**Date of Inspection: June 13, 2016  
Date of Report: July 8, 2016**

## FOREWORD

This report was prepared by Environmental Abatement & Solutions, LLC (EAS, LLC) of Sumter, South Carolina, for the City of Sumter regarding the former S.C. Community Bank building located at 201 S. Main Street in Sumter, S.C. The contents of this report are confidential and intended for the use of the client only.

J. Dalton Reames, S.C. Licensed Building Inspector, conducted the survey, and prepared this report. Any questions or comments concerning this report should be directed to J. Dalton Reames at the offices of EAS, LLC located at 2520 Tahoe Drive in Sumter, S.C., or telephone at 803-469-5455.



**J. Dalton Reames**

**SC Licensed Building Inspector  
License Number BI-00945  
Expiration Date: 02/20/2017**

**SC Licensed AHERA Supervisor  
License Number SA-01252  
Expiration Date: 02/18/2017**

**SC Licensed Air Sampler  
License Number AS-00287  
Expiration Date: 02/18/2017**

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## **1.0 INTRODUCTION AND OBJECTIVE**

EAS, LLC was requested to conduct an Asbestos Survey on the former S.C. Community Bank building located at 201 S. Main Street in Sumter, SC, in order to identify the presence of any asbestos containing materials prior to demolition of the structure. The inspection was authorized by Mr. Steve Dara with the City of Sumter. The inspection included identification and assessment of the condition of suspect asbestos containing material, either friable or non-friable, on the inside and outside of the building.

This report is a compilation of the inspection and its results.

## **2.0 SURVEY METHODOLOGY**

On June 13, 2016, Emerald, Inc. conducted an inspection on the building located at the address stated. J. Dalton Reames, South Carolina Licensed Building Inspector, conducted the inspection.

The vacant, one-story building contains approximately 1800 square feet, and the exact date of construction is unknown, although the building is at least 40 years old. The building is currently vacant. The basic construction is concrete block with a brick facade built over a concrete slab. The roof is metal joist with plywood decking covered with tar and gravel. The various types of flooring include carpet, vinyl sheet flooring, ceramic tiles and 12 x 12 floor tiles with mastic. Interior walls are sheetrock over wood framing. Some of the sheetrock walls are covered with wallpaper. The ceiling is a 2 feet by 2 feet ceiling tile grid system suspended by wire from the exposed metal joists. The air duct system is located above the ceiling tiles. The air duct is wrapped with fiberglass insulation. The HVAC system is electrical. The future use of the site after demolition is unknown.

The survey included a visual inspection in order to identify the presence of material suspected of containing asbestos. This identification was based on the experience and

training of the inspector. Eighty-nine (89) samples were collected during the survey for laboratory analysis based upon the required EPA and SCDHEC sampling matrix. Samples were placed in individual containers, labeled and numbered according to the sampling scheme (201-01 thru 201-89). Per SCDHEC Asbestos Regulations, the independent laboratory is required to sample all layers of each sample. As a result, ninety-seven (97) samples were analyzed by the lab. Appendix B contains the Asbestos Survey Log kept during the inspection which identifies the samples collected by sample number, sample type, location and condition assessment, along with any comments. The samples were shipped to EMSL Analytical, Inc. in Kernersville, North Carolina for analysis. Analysis and results are discussed in Section 4.0.

### **3.0 HAZARD ASSESSMENT FACTORS (ASBESTOS)**

#### **3.1 Homogeneous Areas**

The sample collection was typically conducted by homogeneous materials, i.e., any materials of the same type regarding uniformity throughout in structure or make-up and appearance (color, texture, and/or date of construction/application). Homogeneous materials can be further classified as surfacing materials, thermal system insulation and miscellaneous materials. Miscellaneous materials include ceiling tiles, vinyl floor tiles, roofing, caulking, glazing, etc.

#### **3.2 Hazard Factors**

The samples of suspect material collected were classified as either friable (F) or non-friable (NF). Friable means the material can be crumbled, pulverized, or reduced to powder by ordinary hand pressure. Materials initially determined to be non-friable can receive a reclassification of friable if the material is damaged, thereby providing an avenue for release of asbestos fibers. Friable asbestos containing material (ACM) has been

determined by EPA and OSHA to be a greater hazard (health risk) than non-friable ACM. In assessing the fiber release potential, the current condition of the suspect materials sampled was noted in the Asbestos Survey Log (Appendix B). The condition was denoted as good, damaged, or significantly damaged. Current condition is a factor used to assess the potential for fiber release. Other factors used to determine potential fiber release include air movement, surface type, and area activity as related to human occupancy.

## **4.0 ANALYSIS AND RESULTS**

### **4.1 Laboratory Analysis**

Bulk samples were analyzed by EMSL Analytical, Inc. using Polarized Light Microscopy (PLM) with Dispersion Staining Techniques (EPA Bulk Analysis Method 600/R-93/116). This method utilizes part of the bulk sample which is mounted on a slide and exposed to an oil of specific refractive index. This prepared slide is then subjected to a variety of optical tests.

Each type of asbestos displays unique characteristics when subjected to these tests. Percentages of asbestos content are then determined through visual estimating. Although this is an estimate, any material containing greater than one percent of any type of asbestos is classified as ACM by the EPA. Any material classified as ACM must be handled accordingly.

Under the revised South Carolina Asbestos Regulation 61-86.1 effective June 27, 2008, any analysis of non-friable organically bound (NOB) material that is found to be negative via PLM testing, must have confirmation testing via Transmission Electron Microscopy (TEM) on one sample from each media.

### **4.2 Survey Results**

Samples were collected and tested from various suspect materials including carpet glue, 12 x 12 floor tiles and mastic, ceiling tiles, wallpaper, sheetrock, simulated stucco on

counters, roofing materials and roof flashing. Table 1 contains a listing of the samples that tested positive for asbestos above the 1% limit. Samples of carpet glue, vinyl flooring, cove base, door sealants, roofing material, duct tape and simulated stucco were verified as negative via TEM analysis. Appendix C contains a copy of the analytical results from the laboratory.

**TABLE 1  
FORMER SC COMMUNITY BANK BUILDING  
201 S. MAIN STREET  
SUMTER, SC  
ASBESTOS CONTAINING MATERIALS**

Description	Location	F/NF	Approx. SF/LF
Sheetrock Joint Compound	Interior Walls	F	3800 SF
12 x 12 Floor Tiles & Black Mastic	Tel Com Room	NF	180 SF
Vinyl Flooring - Brick Top Layer	Entry 1	NF	80 SF
Window, Teller Window & Door System Sealant	Interior	NF	250 LF
Inner Rampart Wall Sealant	Roof	NF	450 SF
Outer Edge Roof Top Flashing	Roof	NF	715 SF
AC Unit Curb Sealant	Roof	NF	25 LF

Note: F - Friable  
NF - Non Friable

## 5.0 CONCLUSIONS AND RECOMMENDATIONS

Based upon the inspection and the analytical results from the samples collected and tested by an independent laboratory, the former S.C. Community Bank building located at 201 S. Main Street in Sumter, S.C., does contain both friable and non-friable ACM as per Table 1. Such materials will have to be removed by a S.C. licensed abatement

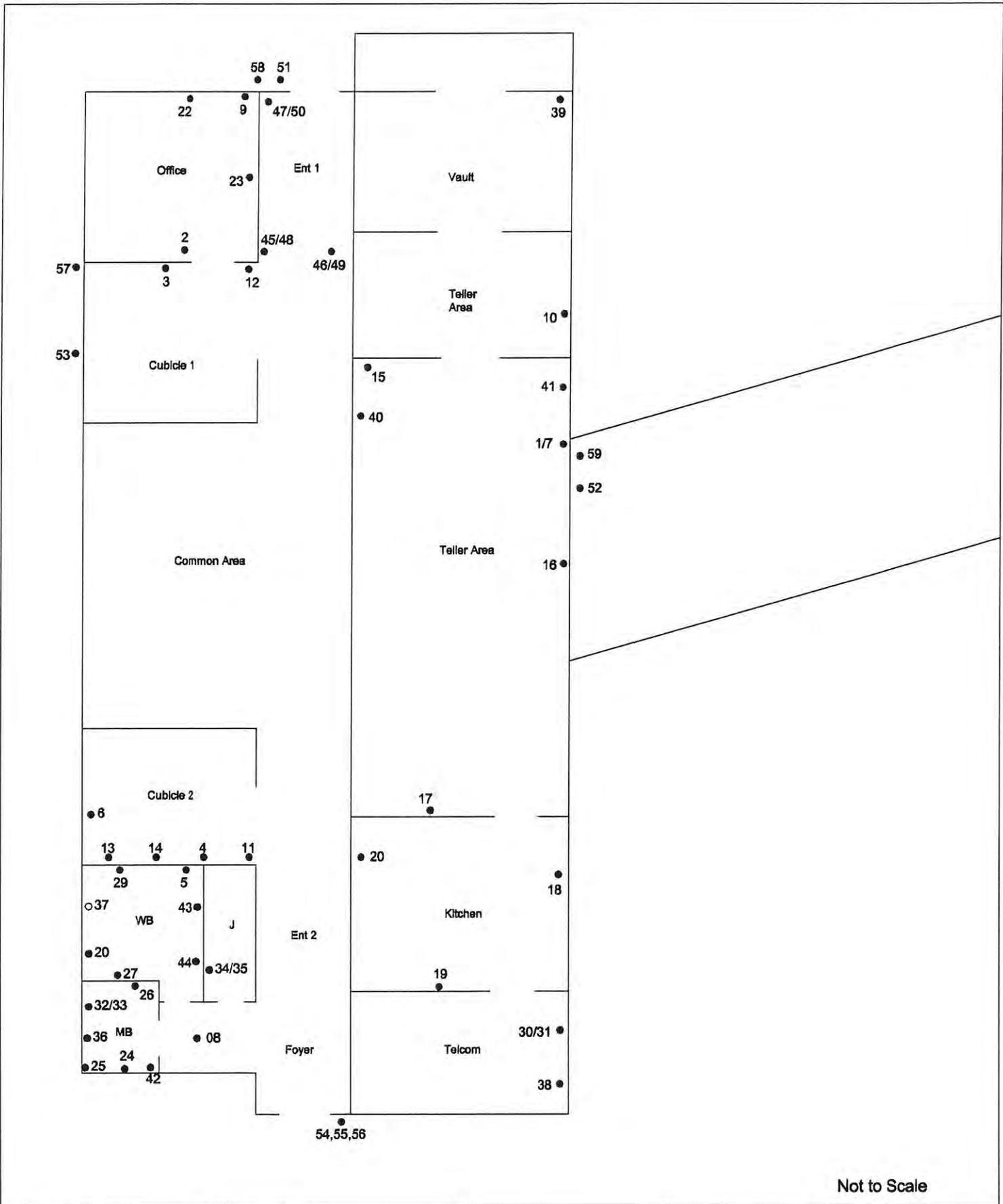
contractor per SCDHEC Bureau of Air Quality Asbestos Regulation 61-86.1 effective May 27, 2011, prior to demolition of the building.

## APPENDICES

- APPENDIX A. Building Floor Plan
- APPENDIX B. Asbestos Sample Log
- APPENDIX C. Chain of Custody & Analytical Results
- APPENDIX D. Building Inspector License
- APPENDIX E. Site Photographs

**APPENDIX A**

**BUILDING FLOOR PLAN**

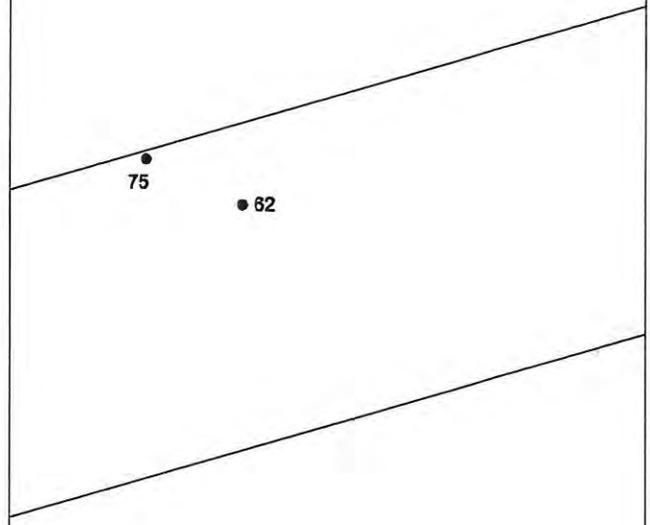
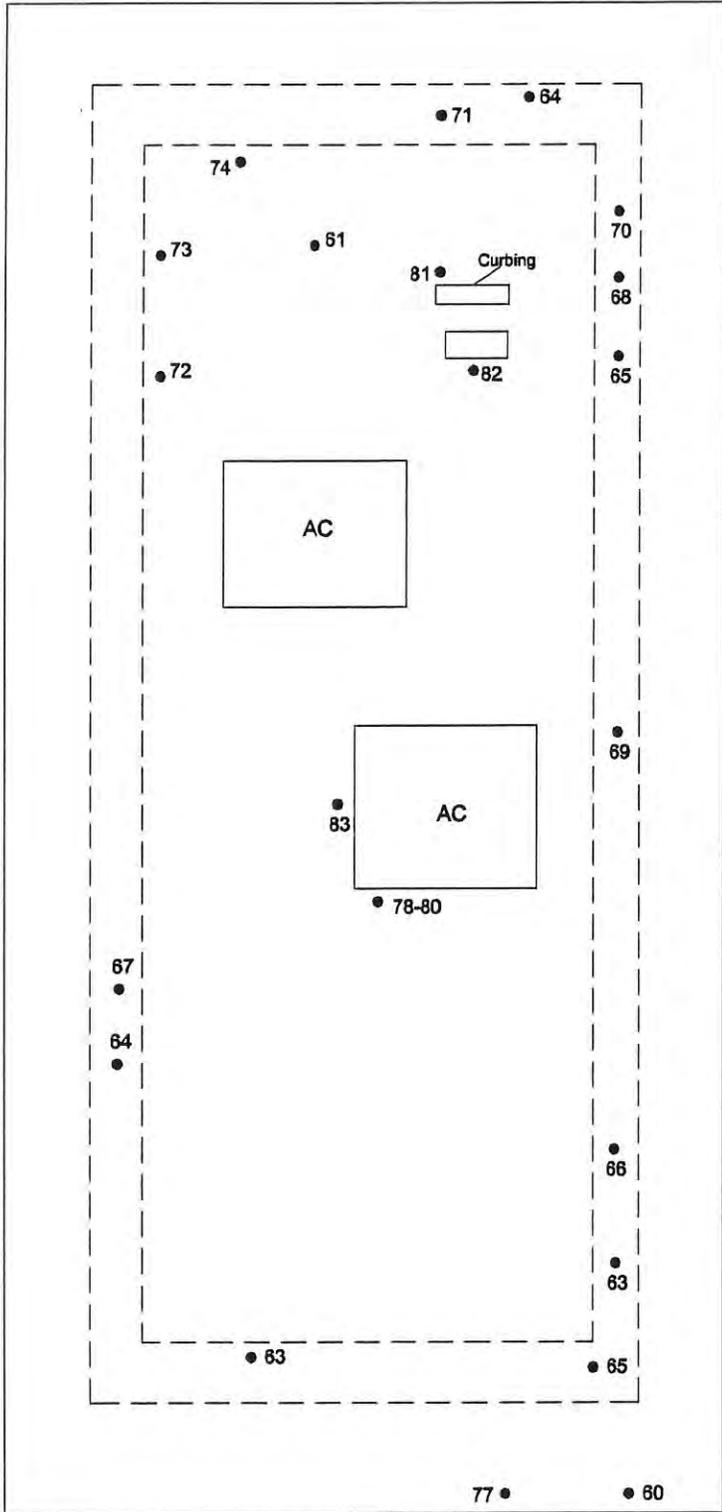


PROJECT:  
 Former SC Community Bank  
 Building  
 201 S. Main Street  
 Sumter, South Carolina

SHEET TITLE:  
 Sample Locations

DATE:  
 4/8/2015

**EMERALD, INC.**  
 Sumter, SC



Not to Scale

PROJECT:  
 Former SC Community Bank  
 Building  
 201 S. Main Street  
 Sumter, South Carolina

SHEET TITLE:  
 Roof  
 Sample Locations

DATE:  
 6/13/2016

**EMERALD, INC.**  
 Sumter, SC

**APPENDIX B**  
**ASBESTOS SAMPLE LOG**



# EAS, LLC

## ASBESTOS SAMPLE LOG

PROJECT NAME: City of Sumter

ADDRESS: 201 S. Main Street, Sumter, SC

DATE: 6/13/2016

INSPECTOR: Dalton Reames

SAMPLE #	LOCATION			DESCRIPTION	CONDITION	TYPE	F/NF	APPROX. SF/LF	POTENTIAL FOR FUTURE DISTURBANCE								
	FLOOR	ROOM	EXACT						CONTACT		VIBRATION		AIR EROSION				
									H	M	L	H	M	L	H	M	L
201-21				Wall Fabric-Weave Reddish Tan	G	M	NF		X						X		
201-22		Office		Wall Fabric-Weave Reddish Tan	G	M	NF	288 SF	X						X		
201-23				Wall Fabric-Weave Reddish Tan	G	M	NF		X						X		
201-24				Wallpaper-Light Striped	G	M	NF		X						X		
201-25		MB		Wallpaper-Light Striped	G	M	NF	160 SF	X						X		
201-26				Wallpaper-Light Striped	G	M	NF		X						X		
201-27				Wallpaper-Grey with Ovals	G	M	NF		X						X		
201-28		WB		Wallpaper-Grey with Ovals	G	M	NF	224 SF	X						X		
201-29				Wallpaper-Grey with Ovals	G	M	NF		X						X		
201-30	1			12 x 12 Floor Tile-Cream	G	M	NF		X						X		
201-31		Telcom		Mastic-Black	G	M	NF		X						X		
201-32				12 x 12 Floor Tile-Cream	G	M	NF	180 SF	X						X		
201-33		MB		Mastic-Black	G	M	NF		X						X		
201-34				12 x 12 Floor Tile-Cream	G	M	NF		X						X		
201-35		J		Mastic-Black	G	M	NF		X						X		
201-36		Telcom		Vinyl Flooring-Grey	G	M	NF		X						X		
201-37		MB		Vinyl Flooring-Grey	G	M	NF	165 SF	X						X		
201-38		WB		Vinyl Flooring-Grey	G	M	NF		X						X		

**Condition**  
 G= Good  
 D= Damaged  
 SD= Significantly Damaged

**Type**  
 S= Surface  
 TSI= Thermal Systems Insulation  
 M= Miscellaneous

**F/NF**  
 F= Friable  
 NF= Non Friable

**Potential for Future Disturbance**  
 H= High  
 M= Moderate  
 L= Low







**APPENDIX C**  
**CHAIN OF CUSTODY**  
**&**  
**ANALYTICAL RESULTS**

**EMSL Analytical, Inc.**

706 Gralin Street, Kernersville, NC 27284  
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EMSL Order: 021603866  
 CustomerID: EMER51A  
 CustomerPO:  
 ProjectID:

Attn: **Dalton Reames**  
**Environmental Abatement & Solutions**  
**2520 Tahoe Drive**  
**Sumter, SC 29150**

Phone: (803) 469-5455  
 Fax: (803) 469-5465  
 Received: 06/16/16 10:15 AM  
 Analysis Date: 6/21/2016  
 Collected: 6/13/2016

Project: City of Sumter - 201 S. Main

**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
201-09 021603866-0009	Floor Carpet Glue	Tan Fibrous Heterogeneous	100	None	No Asbestos Detected
201-36-Flooring 021603866-0036	Vinyl Flooring-Grey	Gray/Tan Fibrous Homogeneous	100	None	No Asbestos Detected
201-36-Mastic 021603866-0036A	Vinyl Flooring-Grey	Tan Fibrous Homogeneous	100	None	No Asbestos Detected
201-39-Cove Base 021603866-0039	Cove Base-Light Grey	Tan Fibrous Homogeneous	100	None	No Asbestos Detected
201-39-Mastic 021603866-0039A	Cove Base-Light Grey	Beige Fibrous Homogeneous	100	None	No Asbestos Detected
201-42-Cove Base 021603866-0042	Cove Base-Dark Grey	Gray Fibrous Homogeneous	100	None	No Asbestos Detected
201-42-Mastic 021603866-0042A	Cove Base-Dark Grey	Beige Fibrous Homogeneous	100	None	No Asbestos Detected
201-55 021603866-0055	South Door-Unit Sealant	Brown Fibrous Homogeneous	100	None	No Asbestos Detected
201-62 021603866-0062	Roofing Material	Brown/Black Fibrous Heterogeneous	100	None	No Asbestos Detected

Analyst(s) \_\_\_\_\_  
 Nicole Shutts (11)  
 Stephen Bennett (6)

  
 Stephen Bennett, 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. Kernersville, NC

Initial report from 06/21/2016 12:29:13

**EMSL Analytical, Inc.**

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 CustomerID: EMER51A  
 CustomerPO:  
 ProjectID:

Attn: **Dalton Reames**  
**Environmental Abatement & Solutions**  
**2520 Tahoe Drive**  
**Sumter, SC 29150**

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 Fax: (803) 469-5465  
 Received: 06/16/16 10:15 AM  
 Analysis Date: 6/21/2016  
 Collected: 6/13/2016

Project: City of Sumter - 201 S. Main

**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
201-64 021603866-0064	Metal Sheeting Screw Sealant	Gray Fibrous Homogeneous	100	None	No Asbestos Detected
201-67 021603866-0067	Metal Sheeting Sealant-White	Tan/White Fibrous Homogeneous	100	None	No Asbestos Detected
201-71 021603866-0071	Metal Ridge Seam Sealant-Black	Black Fibrous Homogeneous	100	None	No Asbestos Detected
201-78-Wrap 021603866-0078	AC Duct Tape w/ Mastic-White	White/Silver Fibrous Heterogeneous	100	None	No Asbestos Detected
201-78-Mastic 021603866-0078A	AC Duct Tape w/ Mastic-White	Gray/Beige Fibrous Heterogeneous	100	None	No Asbestos Detected
201-86 021603866-0086	Outdoor Carpet Glue	Tan/Black Fibrous Heterogeneous	100	None	No Asbestos Detected
201-88-Texture 021603866-0088	Simulated Stucco	White/Beige Fibrous Heterogeneous	100	None	No Asbestos Detected
201-88-Paneling 021603866-0088A	Simulated Stucco	Brown/Tan Fibrous Heterogeneous	100	None	No Asbestos Detected

Analyst(s) \_\_\_\_\_

Nicole Shutts (11)  
 Stephen Bennett (6)

Stephen Bennett, 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. Kernersville, NC

Initial report from 06/21/2016 12:29:13



# EMSL Analytical, Inc.

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http://www.EMSL.com / greensborolab@emsl.com

EMSL Order: 021603866  
Customer ID: EMER51A  
Customer PO:  
Project ID:

**Attention:** Dalton Reames  
Environmental Abatement & Solutions  
2520 Tahoe Drive  
Sumter, SC 29150  
**Phone:** (803) 469-5455  
**Fax:** (803) 469-5465  
**Received Date:** 06/16/2016 10:15 AM  
**Analysis Date:** 06/17/2016  
**Collected Date:** 06/13/2016  
**Project:** City of Sumter - 201 S. Main

## Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
201-01-Sheetrock <i>021603866-0001</i>	Sheetrock	Brown/Gray Fibrous Heterogeneous	20% Cellulose	80% Non-fibrous (Other)	None Detected
201-01-Joint Compound <i>021603866-0001A</i>	Sheetrock	White Non-Fibrous Homogeneous	1% Cellulose	20% Ca Carbonate 76% Non-fibrous (Other)	3% Chrysotile
201-01-Tape <i>021603866-0001B</i>	Sheetrock	Beige Fibrous Homogeneous	100% Cellulose		None Detected
201-02-Sheetrock <i>021603866-0002</i>	Sheetrock	Brown/Gray Fibrous Heterogeneous	10% Cellulose	90% Non-fibrous (Other)	None Detected
201-02-Joint Compound <i>021603866-0002A</i>	Sheetrock				Positive Stop (Not Analyzed)
201-03-Sheetrock <i>021603866-0003</i>	Sheetrock	Brown/Gray Fibrous Heterogeneous	15% Cellulose	85% Non-fibrous (Other)	None Detected
201-03-Joint Compound <i>021603866-0003A</i>	Sheetrock				Positive Stop (Not Analyzed)
201-04-Sheetrock <i>021603866-0004</i>	Sheetrock	Brown/Gray Fibrous Homogeneous	10% Cellulose	90% Non-fibrous (Other)	None Detected
201-04-Joint Compound <i>021603866-0004A</i>	Sheetrock				Positive Stop (Not Analyzed)
201-05-Sheetrock <i>021603866-0005</i>	Sheetrock	Brown/Gray Fibrous Homogeneous	10% Cellulose	90% Non-fibrous (Other)	None Detected
201-05-Joint Compound <i>021603866-0005A</i>	Sheetrock				Positive Stop (Not Analyzed)
201-06 <i>021603866-0006</i>	2x2 Ceiling Tiles	Gray/White Fibrous Heterogeneous	40% Cellulose 30% Min. Wool	20% Perlite 10% Non-fibrous (Other)	None Detected
201-07 <i>021603866-0007</i>	2x2 Ceiling Tiles	Gray/White Fibrous Heterogeneous	40% Cellulose 30% Min. Wool	20% Perlite 10% Non-fibrous (Other)	None Detected
201-08 <i>021603866-0008</i>	2x2 Ceiling Tiles	Gray/White Fibrous Homogeneous	40% Cellulose 30% Min. Wool	20% Perlite 10% Non-fibrous (Other)	None Detected
201-09 <i>021603866-0009</i>	Floor Carpet Glue	Tan Non-Fibrous Homogeneous	<1% Cellulose <1% Synthetic	100% Non-fibrous (Other)	None Detected
201-10 <i>021603866-0010</i>	Floor Carpet Glue	Gray/Tan Non-Fibrous Homogeneous	<1% Cellulose 1% Synthetic	99% Non-fibrous (Other)	None Detected

Initial Report From: 06/17/2016 16:55:36



# EMSL Analytical, Inc.

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EMSL Order: 021603866  
Customer ID: EMER51A  
Customer PO:  
Project ID:

## Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
201-11 021603866-0011	Floor Carpet Glue	Tan Non-Fibrous Homogeneous	<1% Cellulose	100% Non-fibrous (Other)	None Detected
201-12-Mastic 021603866-0012	Green Wall Carpet Glue w/ Paper	Tan Non-Fibrous Homogeneous	<1% Cellulose	100% Non-fibrous (Other)	None Detected
201-12-Paper 021603866-0012A	Green Wall Carpet Glue w/ Paper	Beige Fibrous Homogeneous	100% Cellulose		None Detected
201-13-Mastic 021603866-0013	Green Wall Carpet Glue w/ Paper	Tan Non-Fibrous Homogeneous	<1% Cellulose <1% Synthetic	100% Non-fibrous (Other)	None Detected
201-13-Paper 021603866-0013A	Green Wall Carpet Glue w/ Paper	Beige Fibrous Homogeneous	100% Cellulose		None Detected
201-14-Mastic 021603866-0014	Green Wall Carpet Glue w/ Paper	Tan Non-Fibrous Homogeneous	<1% Cellulose	100% Non-fibrous (Other)	None Detected
201-14-Paper 021603866-0014A	Green Wall Carpet Glue w/ Paper	Brown Fibrous Homogeneous	100% Cellulose		None Detected
201-15-Mastic 021603866-0015	Grey Wall Carpet Glue w/ Paper	Tan Non-Fibrous Homogeneous	<1% Cellulose	100% Non-fibrous (Other)	None Detected
201-15-Paper 021603866-0015A	Grey Wall Carpet Glue w/ Paper	Beige Fibrous Homogeneous	100% Cellulose		None Detected
201-16-Mastic 021603866-0016	Grey Wall Carpet Glue w/ Paper	Tan Non-Fibrous Homogeneous	<1% Cellulose	100% Non-fibrous (Other)	None Detected
201-16-Paper 021603866-0016A	Grey Wall Carpet Glue w/ Paper	Beige Fibrous Homogeneous	100% Cellulose		None Detected
201-17-Mastic 021603866-0017	Grey Wall Carpet Glue w/ Paper	Tan Non-Fibrous Homogeneous	<1% Cellulose	100% Non-fibrous (Other)	None Detected
201-17-Paper 021603866-0017A	Grey Wall Carpet Glue w/ Paper	Brown Fibrous Homogeneous	100% Cellulose		None Detected
201-18 021603866-0018	Wallpaper-Mixed Pastel	Tan/Pink/Beige Fibrous Homogeneous	90% Cellulose 5% Synthetic	5% Non-fibrous (Other)	None Detected
201-19 021603866-0019	Wallpaper-Mixed Pastel	Gray/Pink/Beige Fibrous Homogeneous	95% Cellulose	5% Non-fibrous (Other)	None Detected
201-20 021603866-0020	Wallpaper-Mixed Pastel	Gray/Tan/Beige Fibrous Homogeneous	80% Cellulose 5% Synthetic	15% Non-fibrous (Other)	None Detected
201-21 021603866-0021	Wall Fabric Paper-Reddish Tan	Tan Fibrous Homogeneous	100% Cellulose		None Detected
201-22 021603866-0022	Wall Fabric Paper-Reddish Tan	Tan Fibrous Homogeneous	100% Cellulose		None Detected
201-23 021603866-0023	Wall Fabric Paper-Reddish Tan	Brown Fibrous Homogeneous	100% Cellulose		None Detected

Initial Report From: 06/17/2016 16:55:36



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EMSL Order: 021603866  
Customer ID: EMER51A  
Customer PO:  
Project ID:

## Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
201-24 021603866-0024	Wallpaper-Light Stripped	Gray/Tan/White Fibrous Homogeneous	95% Cellulose	5% Non-fibrous (Other)	None Detected
201-25 021603866-0025	Wallpaper-Light Stripped	Gray/Tan/White Fibrous Heterogeneous	95% Cellulose	5% Non-fibrous (Other)	None Detected
201-26 021603866-0026	Wallpaper-Light Stripped	Brown/Gray/Beige Fibrous Homogeneous	99% Cellulose	1% Non-fibrous (Other)	None Detected
201-27 021603866-0027	Wallpaper-Grey w/ Ovals	Gray/Tan/White Fibrous Heterogeneous	95% Cellulose	5% Non-fibrous (Other)	None Detected
201-28 021603866-0028	Wallpaper-Grey w/ Ovals	Gray/Tan/White Fibrous Heterogeneous	95% Cellulose	5% Non-fibrous (Other)	None Detected
201-29 021603866-0029	Wallpaper-Grey w/ Ovals	Gray/Tan/Blue Fibrous Homogeneous	95% Cellulose	5% Non-fibrous (Other)	None Detected
201-30 021603866-0030	12x12 Floor Tile-Cream	Tan/Beige Non-Fibrous Homogeneous		15% Quartz 80% Non-fibrous (Other)	5% Chrysotile
201-31 021603866-0031	Mastic Black	Black Non-Fibrous Homogeneous	2% Cellulose	90% Non-fibrous (Other)	8% Chrysotile
201-32 021603866-0032	12x12 Floor Tile-Cream				Positive Stop (Not Analyzed)
201-33 021603866-0033	Mastic Black				Positive Stop (Not Analyzed)
201-34 021603866-0034	12x12 Floor Tile-Cream				Positive Stop (Not Analyzed)
201-35 021603866-0035	Mastic Black				Positive Stop (Not Analyzed)
201-36-Flooring 021603866-0036	Vinyl Flooring-Grey	Gray/Tan Fibrous Heterogeneous	20% Cellulose 1% Synthetic 2% Glass	77% Non-fibrous (Other)	None Detected
201-36-Mastic 021603866-0036A	Vinyl Flooring-Grey	Tan Non-Fibrous Homogeneous	<1% Cellulose	100% Non-fibrous (Other)	None Detected
201-37-Flooring 021603866-0037	Vinyl Flooring-Grey	Gray/Tan Fibrous Heterogeneous	20% Cellulose 1% Synthetic 2% Glass	77% Non-fibrous (Other)	None Detected
201-37-Mastic 021603866-0037A	Vinyl Flooring-Grey	Tan Non-Fibrous Homogeneous	<1% Cellulose	100% Non-fibrous (Other)	None Detected
201-38-Flooring 021603866-0038	Vinyl Flooring-Grey	Gray/Tan Fibrous Homogeneous	20% Cellulose 1% Synthetic 2% Glass	77% Non-fibrous (Other)	None Detected
201-38-Mastic 021603866-0038A	Vinyl Flooring-Grey	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
201-39-Cove Base 021603866-0039	Cove Base-Light Grey	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected

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# EMSL Analytical, Inc.

706 Gralin Street Kernersville, NC 27284  
Tel/Fax: (336) 992-1025 / (336) 992-4175  
http://www.EMSL.com / greensborolab@emsl.com

EMSL Order: 021603866  
Customer ID: EMER51A  
Customer PO:  
Project ID:

## Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
201-39-Mastic 021603866-0039A	Cove Base-Light Grey	Beige Non-Fibrous Homogeneous	<1% Cellulose	100% Non-fibrous (Other)	None Detected
201-40-Cove Base 021603866-0040	Cove Base-Light Grey	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
201-40-Mastic 021603866-0040A	Cove Base-Light Grey	Beige Non-Fibrous Homogeneous	<1% Cellulose	100% Non-fibrous (Other)	None Detected
201-41-Cove Base 021603866-0041	Cove Base-Light Grey	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
201-41-Mastic 021603866-0041A	Cove Base-Light Grey	Beige Non-Fibrous Homogeneous	<1% Cellulose	100% Non-fibrous (Other)	None Detected
201-42-Cove Base 021603866-0042	Cove Base-Dark Grey	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
201-42-Mastic 021603866-0042A	Cove Base-Dark Grey	Beige Non-Fibrous Homogeneous	<1% Cellulose	100% Non-fibrous (Other)	None Detected
201-43-Cove Base 021603866-0043	Cove Base-Dark Grey	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
201-43-Mastic 021603866-0043A	Cove Base-Dark Grey	Beige Non-Fibrous Homogeneous	<1% Cellulose	100% Non-fibrous (Other)	None Detected
201-44-Cove Base 021603866-0044	Cove Base-Dark Grey	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
201-44-Mastic 021603866-0044A	Cove Base-Dark Grey	Beige Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
201-45 021603866-0045	Vinyl Flooring Top Layer-Brick	Brown/Red/Orange Fibrous Heterogeneous	1% Cellulose	79% Non-fibrous (Other)	20% Chrysotile
201-46 021603866-0046	Vinyl Flooring Top Layer-Brick				Positive Stop (Not Analyzed)
201-47 021603866-0047	Vinyl Flooring Top Layer-Brick				Positive Stop (Not Analyzed)
201-48 021603866-0048	Vinyl Flooring Bottom Layer-Brick	Brown/Gray/Orange Fibrous Heterogeneous	2% Cellulose	53% Non-fibrous (Other)	45% Chrysotile
201-49 021603866-0049	Vinyl Flooring Bottom Layer-Brick				Positive Stop (Not Analyzed)
201-50 021603866-0050	Vinyl Flooring Bottom Layer-Brick				Positive Stop (Not Analyzed)
201-51 021603866-0051	Window/Door Glass-Weather Stripping	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
201-52 021603866-0052	Window/Door Glass-Weather Stripping	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected

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http://www.EMSL.com / greensborolab@emsl.com

EMSL Order: 021603866  
Customer ID: EMER51A  
Customer PO:  
Project ID:

## Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
201-53 021603866-0053	Window/Door Glass-Weather Stripping	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
201-54 021603866-0054	South Door-Unit Sealant	Brown Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
201-55 021603866-0055	South Door-Unit Sealant	Brown Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
201-56 021603866-0056	South Door-Unit Sealant	Brown Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
201-57 021603866-0057	Window Systems Unit Sealant	Gray/Tan/Black Fibrous Heterogeneous		15% Ca Carbonate 75% Non-fibrous (Other)	10% Chrysotile
201-58 021603866-0058	Window Systems Unit Sealant				Positive Stop (Not Analyzed)
201-59 021603866-0059	Window Systems Unit Sealant				Positive Stop (Not Analyzed)
201-60 021603866-0060	Roofing Material	Black Fibrous Heterogeneous	1% Cellulose 20% Glass	79% Non-fibrous (Other)	None Detected
201-61 021603866-0061	Roofing Material	Gray/Tan/Black Fibrous Heterogeneous	1% Cellulose 10% Glass	89% Non-fibrous (Other)	None Detected
201-62 021603866-0062	Roofing Material	Brown/Black Fibrous Homogeneous	20% Cellulose 5% Glass	75% Non-fibrous (Other)	None Detected
201-63 021603866-0063	Metal Sheeting Screw Sealant	Gray Non-Fibrous Homogeneous	<1% Cellulose 2% Glass	10% Ca Carbonate 88% Non-fibrous (Other)	None Detected
201-64 021603866-0064	Metal Sheeting Screw Sealant	Gray Non-Fibrous Homogeneous	<1% Cellulose <1% Glass	10% Ca Carbonate 90% Non-fibrous (Other)	None Detected
201-65 021603866-0065	Metal Sheeting Screw Sealant	Gray Non-Fibrous Homogeneous	<1% Cellulose	10% Ca Carbonate 90% Non-fibrous (Other)	None Detected
201-66 021603866-0066	Metal Sheeting Sealant-White	Tan/White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
201-67 021603866-0067	Metal Sheeting Sealant-White	Tan/White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
201-68 021603866-0068	Metal Sheeting Sealant-White	Tan/White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
201-69 021603866-0069	Metal Ridge Seam Sealant-Black	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
201-70 021603866-0070	Metal Ridge Seam Sealant-Black	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
201-71 021603866-0071	Metal Ridge Seam Sealant-Black	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected

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EMSL Order: 021603866  
Customer ID: EMER51A  
Customer PO:  
Project ID:

## Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
201-72 021603866-0072	Inner Rampant Wall Sealant	Brown/Gray/Black Fibrous Heterogeneous	5% Cellulose 1% Glass	74% Non-fibrous (Other)	20% Chrysotile
201-73 021603866-0073	Inner Rampant Wall Sealant				Positive Stop (Not Analyzed)
201-74 021603866-0074	Inner Rampant Wall Sealant				Positive Stop (Not Analyzed)
201-75 021603866-0075	Outer Edge Roof Top Flashing Sealant	Brown/Gray/Black Fibrous Heterogeneous	2% Cellulose 40% Glass	53% Non-fibrous (Other)	5% Chrysotile
201-76 021603866-0076	Outer Edge Roof Top Flashing Sealant				Positive Stop (Not Analyzed)
201-77 021603866-0077	Outer Edge Roof Top Flashing Sealant				Positive Stop (Not Analyzed)
201-78-Wrap 021603866-0078	AC Duct Tape w/ Mastic-White	White/Silver Fibrous Heterogeneous	1% Cellulose 40% Synthetic	59% Non-fibrous (Other)	None Detected
201-78-Mastic 021603866-0078A	AC Duct Tape w/ Mastic-White	Gray/Beige Non-Fibrous Homogeneous	<1% Cellulose	100% Non-fibrous (Other)	None Detected
201-79-Wrap 021603866-0079	AC Duct Tape w/ Mastic-White	White/Silver Fibrous Heterogeneous	1% Cellulose 40% Synthetic	59% Non-fibrous (Other)	None Detected
201-79-Mastic 021603866-0079A	AC Duct Tape w/ Mastic-White	Gray/Beige Non-Fibrous Homogeneous	<1% Cellulose	100% Non-fibrous (Other)	None Detected
201-80-Wrap 021603866-0080	AC Duct Tape w/ Mastic-White	White/Silver Fibrous Homogeneous	40% Synthetic	60% Non-fibrous (Other)	None Detected
201-80-Mastic 021603866-0080A	AC Duct Tape w/ Mastic-White	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
201-81-Tar 021603866-0081	AC Curb Sealant	Gray/Black Fibrous Heterogeneous	1% Cellulose 25% Glass	69% Non-fibrous (Other)	5% Chrysotile
201-81-Felt 021603866-0081A	AC Curb Sealant	Brown/Black Non-Fibrous Heterogeneous	5% Cellulose	35% Non-fibrous (Other)	60% Chrysotile
201-82 021603866-0082	AC Curb Sealant				Positive Stop (Not Analyzed)
201-83 021603866-0083	AC Curb Sealant				Positive Stop (Not Analyzed)
201-84 021603866-0084	Outdoor Carpet Glue	Tan Non-Fibrous Homogeneous	<1% Cellulose 1% Synthetic	99% Non-fibrous (Other)	None Detected
201-85 021603866-0085	Outdoor Carpet Glue	Brown/Tan Non-Fibrous Homogeneous	<1% Cellulose 2% Synthetic	98% Non-fibrous (Other)	None Detected
201-86 021603866-0086	Outdoor Carpet Glue	Tan/Black Non-Fibrous Homogeneous	<1% Cellulose	100% Non-fibrous (Other)	None Detected

Initial Report From: 06/17/2016 16:55:36



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EMSL Order: 021603866  
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Project ID:

## Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
201-87-Texture <i>021603866-0087</i>	Simulated Stucco	White/Beige Non-Fibrous Homogeneous		10% Ca Carbonate 20% Mica 70% Non-fibrous (Other)	None Detected
201-87-Paneling <i>021603866-0087A</i>	Simulated Stucco	Brown/Tan Fibrous Homogeneous	45% Cellulose	55% Non-fibrous (Other)	None Detected
201-88-Texture <i>021603866-0088</i>	Simulated Stucco	White/Beige Non-Fibrous Homogeneous		10% Ca Carbonate 30% Mica 60% Non-fibrous (Other)	None Detected
201-88-Paneling <i>021603866-0088A</i>	Simulated Stucco	Brown/Tan Fibrous Homogeneous	45% Cellulose	55% Non-fibrous (Other)	None Detected
201-89-Texture <i>021603866-0089</i>	Simulated Stucco	White Non-Fibrous Homogeneous	<1% Cellulose	5% Quartz 95% Non-fibrous (Other)	None Detected
201-89-Paneling <i>021603866-0089A</i>	Simulated Stucco	Brown/Tan Fibrous Homogeneous	60% Cellulose	40% Non-fibrous (Other)	None Detected

Analyst(s)

Kristie Elliott (29)  
Nicole Shutts (68)

Stephen Bennett, Laboratory Manager  
or Other Approved Signatory

EMSL maintains liability limited to cost of analysis. This report relates only to the samples reported and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. Interpretation and use of test results are the responsibility of the client. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. Non-friable organically bound materials present a problem matrix and therefore EMSL recommends gravimetric reduction prior to analysis. Samples received in good condition unless otherwise noted. Estimated accuracy, precision and uncertainty data available upon request. Unless requested by the client, building materials manufactured with multiple layers (i.e. linoleum, wallboard, etc.) are reported as a single sample. Reporting limit is 1%

Samples analyzed by EMSL Analytical, Inc. Kernersville, NC NVLAP Lab Code 102104-0, CA ELAP 2689, Virginia 3333-000228, West Virginia LT000321

Initial Report From: 06/17/2016 16:55:36

EMSL Analytical, Inc.  
706 Galin Street



EMSL ANALYTICAL, INC.  
LABORATORY PRODUCTS TRAINING

### Asbestos Bulk Building Material Chain of Custody

EMSL Order Number (Lab Use Only)

3866

Kernersville, NC 27284  
PHONE (336) 992-1025  
FAX (336) 992-4175

Company : EAS, LLC		EMSL-Bill to: <input checked="" type="checkbox"/> Same <input type="checkbox"/> Different <small>If Bill to is Different note instructions in Comments**</small>	
Street: 2520 Tahoe Drive		<i>Third Party Billing requires written authorization from third party</i>	
City: Sumter	State/Province: SC	Zip/Postal Code: 29150	Country: United States
Report To (Name): Dalton Reames		Telephone #: 803-469-5455	
Email Address: dreames@emeraldinc-us.com		Fax #:	Purchase Order:
Project Name/Number: <u>City of Sumter - 201 S. Main</u>		Please Provide Results: <input type="checkbox"/> Fax <input checked="" type="checkbox"/> Email <input type="checkbox"/> Mail	
U.S. State Samples Taken: SC		CT Samples: <input type="checkbox"/> Commercial/Taxable <input type="checkbox"/> Residential/Tax Exempt	
<b>Turnaround Time (TAT) Options* - Please Check</b>			
<input type="checkbox"/> 3 Hour	<input type="checkbox"/> 6 Hour	<input type="checkbox"/> 24 Hour	<input checked="" type="checkbox"/> 48 Hour
<input type="checkbox"/> 72 Hour	<input type="checkbox"/> 96 Hour	<input type="checkbox"/> 1 Week	<input type="checkbox"/> 2 Week
<small>*For TEM Air 3 hr through 6 hr, please call ahead to schedule. There is a premium charge for 3 Hour TEM AHERA or EPA Level II TAT. You will be asked to sign an authorization form for this service. Analysis completed in accordance with EMSL's Terms and Conditions located in the Analytical Price Guide.</small>			
<b>PLM - Bulk (reporting limit)</b>		<b>TEM - Bulk</b>	
<input checked="" type="checkbox"/> PLM EPA 600/R-93/116 (<1%)		<input type="checkbox"/> TEM EPA NOB - EPA 600/R-93/116 Section 2.5.5.1	
<input type="checkbox"/> PLM EPA NOB (<1%)		<input type="checkbox"/> NY ELAP Method 198.4 (TEM)	
Point Count <input type="checkbox"/> 400 (<0.25%) <input type="checkbox"/> 1000 (<0.1%)		<input type="checkbox"/> Chatfield Protocol (semi-quantitative)	
Point Count w/Gravimetric <input type="checkbox"/> 400 (<0.25%) <input type="checkbox"/> 1000 (<0.1%)		<input type="checkbox"/> TEM % by Mass - EPA 600/R-93/116 Section 2.5.5.2	
<input type="checkbox"/> NIOSH 9002 (<1%)		<input type="checkbox"/> TEM Qualitative via Filtration Prep Technique	
<input type="checkbox"/> NY ELAP Method 198.1 (friable in NY)		<input type="checkbox"/> TEM Qualitative via Drop Mount Prep Technique	
<input type="checkbox"/> NY ELAP Method 198.6 NOB (non-friable-NY)		<b>Other</b>	
<input type="checkbox"/> OSHA ID-191 Modified		<input type="checkbox"/>	
<input type="checkbox"/> Standard Addition Method			
<input checked="" type="checkbox"/> Check For Positive Stop - Clearly Identify Homogenous Group		Date Sampled: <u>06/13/2016</u>	
Samplers Name: <u>Dalton Reames</u>		Samplers Signature: <u>Dalton Reames</u>	
Sample #	HA #	Sample Location	Material Description
201-01		Sheetrock	
201-02		"	
201-03		"	} Sample All Layers
201-04		"	
201-05		"	
201-06		2x2 Ceiling Tiles	
201-07		"	
201-08		"	
201-09		Floor Carpet Glue	
201-10		"	
Client Sample # (s): <u>201-01 -&gt; 201-89</u>		Total # of Samples: <u>89</u>	
Relinquished (Client): <u>Dalton Reames</u>		Date: <u>06/15/2016</u>	Time: <u>1600</u>
Received (Lab): <u>QA</u>		Date: <u>6-16-16</u>	Time: <u>10:15</u>
Comments/Special Instructions: <u>④ FAX 795123518800</u>			



**Asbestos Bulk Building Material  
Chain of Custody**

EMSL Order Number (Lab Use Only):

3866

Kernersville, NC 27284  
Phone: (336) 992-1025  
Fax: (336) 992-4175

Additional Pages of the Chain of Custody are only necessary if needed for additional sample information

Sample #	HA #	Sample Location	Material Description
201-11		Floor Carpet Glue	
201-12		Green Wall Carpet Glue w/paper	} Sample All Layers
201-13		"	
201-14		"	
201-15		Grey Wall Carpet Glue w/paper	} Sample All Layers
201-16		"	
201-17		"	
201-18		Wallpaper - Mixed Pastel	
201-19		"	
201-20		"	
201-21		Wall Fabric Paper - Reddish Tan	
201-22		"	
201-23		"	
201-24		Wallpaper - Light Striped	
201-25		"	
201-26		"	
201-27		Wallpaper - Grey w/Ovals	
201-28		"	
201-29		"	
201-30		12x12 Floor Tile - Cream	
201-31		Mastic - Black	
201-32		12x12 Floor Tile - Cream	
201-33		Mastic - Black	
201-34		12x12 Floor Tile - Cream	
*Comments/Special Instructions:			



EMSL ANALYTICAL, INC.  
LABORATORY PRODUCTS TRAINING

Asbestos Bulk Building Material  
Chain of Custody

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EMSL Analytical, Inc.  
706 Gratin Street

Kernersville, NC 27284  
PHONE (336) 992-1025  
FAX (336) 992-4175

Additional Pages of the Chain of Custody are only necessary if needed for additional sample information

Sample #	HA #	Sample Location	Material Description
201-35		Mastic - Black	
201-36		Vinyl Flooring - Grey	
201-37		"	
201-38		"	
201-39		Cove Base - Light Grey	
201-40		"	
201-41		"	
201-42		Cove Base - Dark Grey	
201-43		"	
201-44		"	
201-45		Vinyl Flooring Top Layer - Brick	
201-46		"	
201-47		"	
201-48		Vinyl Flooring Bottom Layer - Brick	
201-49		"	
201-50		"	
201-51		Window + Door Glass - Weather Stripping	
201-52		"	
201-53		"	
201-54		South Door - Unit Sealant	
201-55		"	
201-56		"	
201-57		Window Systems Unit Sealant	
201-58		"	
*Comments/Special Instructions:			



**Asbestos Bulk Building Material  
Chain of Custody**  
EMSL Order Number (Lab Use Only):

3866

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Additional Pages of the Chain of Custody are only necessary if needed for additional sample information

Sample #	HA #	Sample Location	Material Description
201-59		Window Systems Unit Sealant	
201-60		Roofing Material	} Sample All Layers
201-61		"	
201-62		"	
201-63		Metal Sheeting Screw Sealant	
201-64		"	
201-65		"	
201-66		Metal Sheeting Sealant - White	
201-67		"	
201-68		"	
201-69		Metal Ridge Seam Sealant - Black	
201-70		"	
201-71		"	
201-72		Inner Rampart wall Sealant	} Sample All Layers
201-73		"	
201-74		"	
201-75		Outer Edge Rooftop Flashing Sealant	
201-76		"	
201-77		"	
201-78		AC Duct Tape w/ Mastic - White	} Sample All Layers
201-79		"	
201-80		"	
201-81		AC Curb Sealant	} Sample All Layers
201-82		"	
*Comments/Special Instructions:			



Asbestos Bulk Building Material Chain of Custody EMSL Order Number (Lab Use Only):

EMSL Analytical, Inc. 706 Grain Street

Kernersville, NC 27284 PHONE (336) 992-1025 FAX (336) 992-4175

3866

Additional Pages of the Chain of Custody are only necessary if needed for additional sample information

Table with 4 columns: Sample #, HA #, Sample Location, Material Description. Contains handwritten entries for samples 201-83 through 201-89.

**APPENDIX D**  
**BUILDING INSPECTOR LICENSE**

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**SCDHEC ISSUED**  
Asbestos ID Card

---

**J Dalton Reames**

Expiration Date



<b>CONSULTBI</b>	<b>BI-00945</b>	<b>02/20/17</b>
<b>AIRSAMPLER</b>	<b>AS-00287</b>	<b>02/18/17</b>
<b>SUPERAHERA</b>	<b>SA-01252</b>	<b>02/18/17</b>

**APPENDIX E**  
**SITE PHOTOGRAPHS**



Photo #1



Photo #2

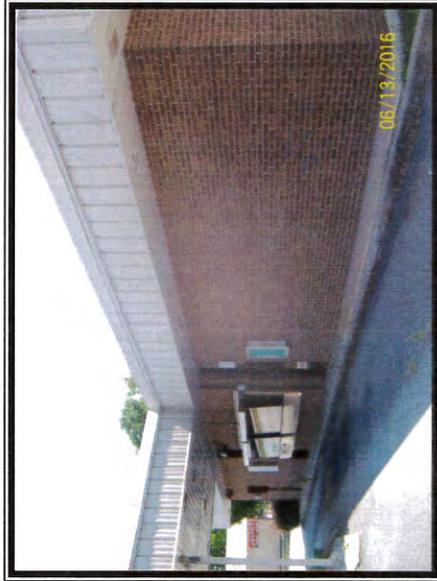


Photo #3



Photo #4

201 S. Main Street, Sumter, SC

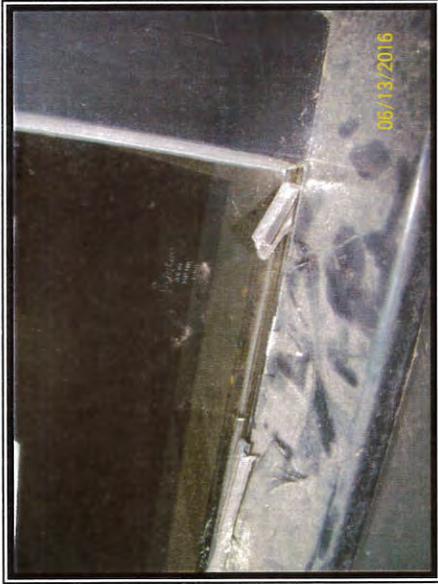


Photo #5

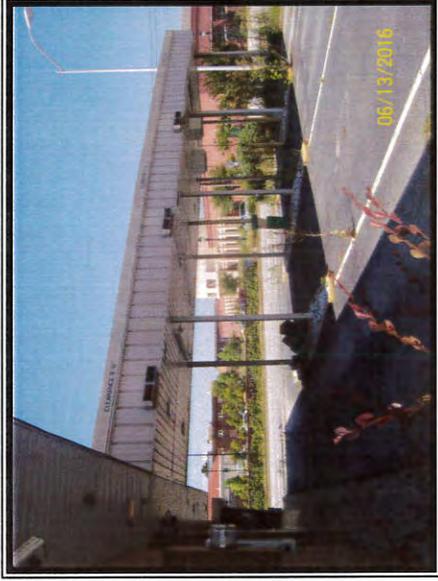


Photo #6



Photo #7

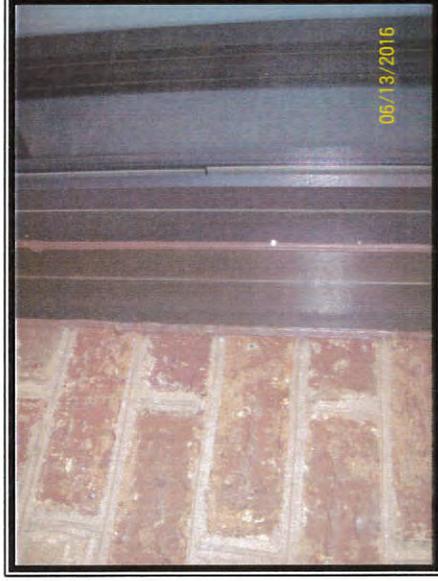


Photo #8

201 S. Main Street, Sumter, SC

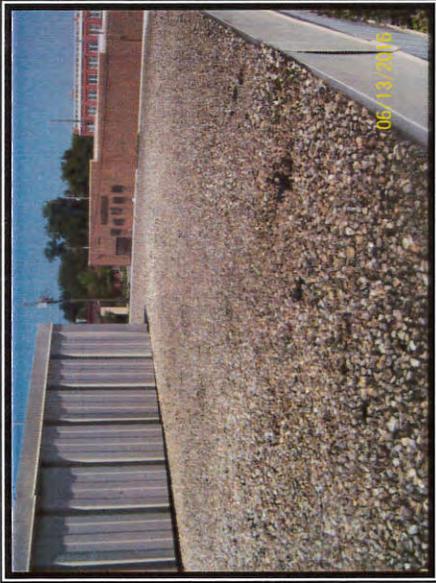


Photo #9

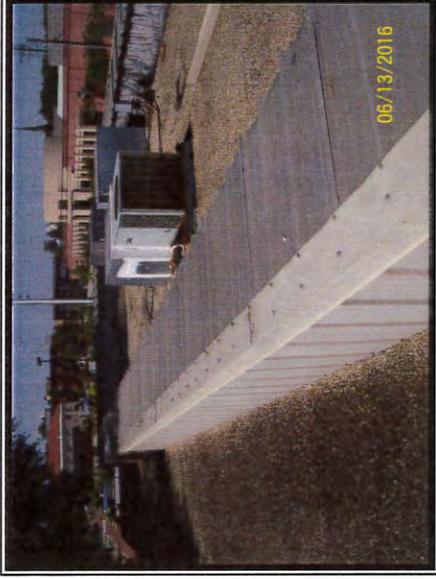


Photo #10



Photo #11

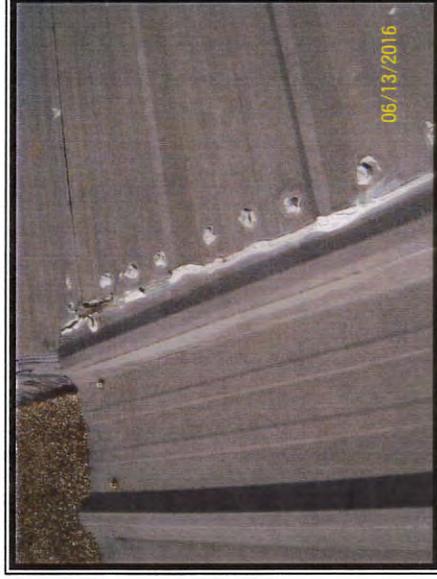


Photo #12

201 S. Main Street, Sumter, SC

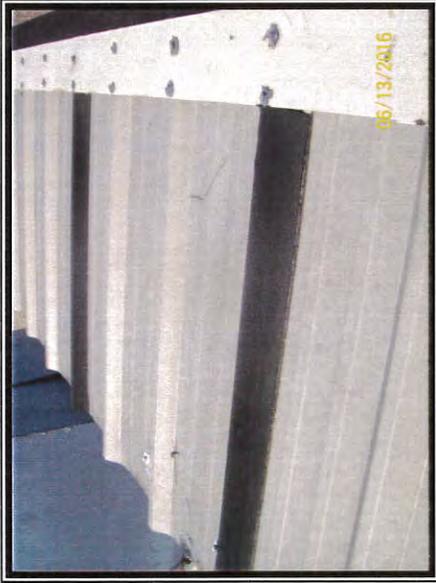


Photo #13

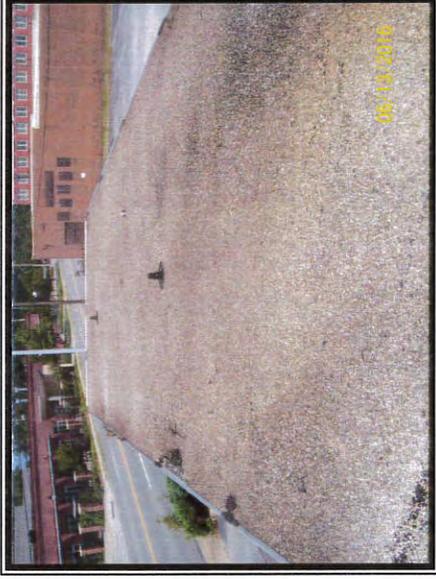


Photo #14

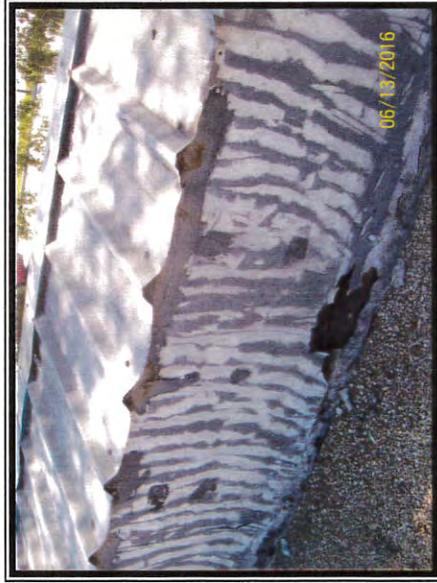


Photo #15



Photo #16

201 S. Main Street, Sumter, SC

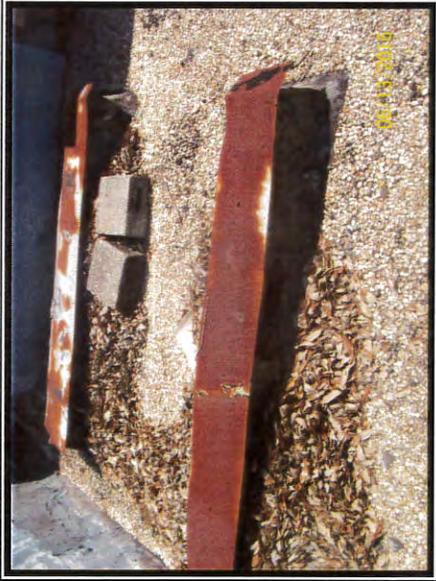


Photo #17



Photo #18



Photo #19



Photo #20

201 S. Main Street, Sumter, SC

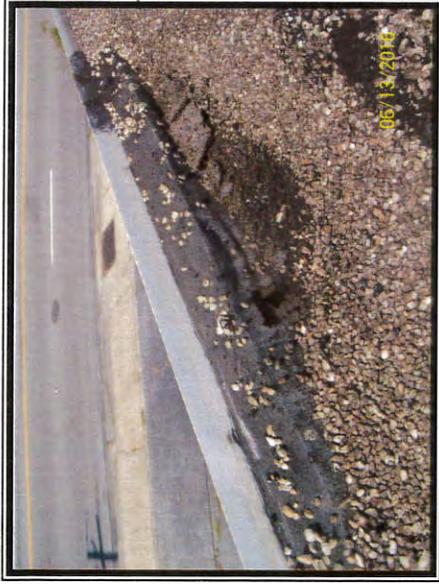


Photo #21

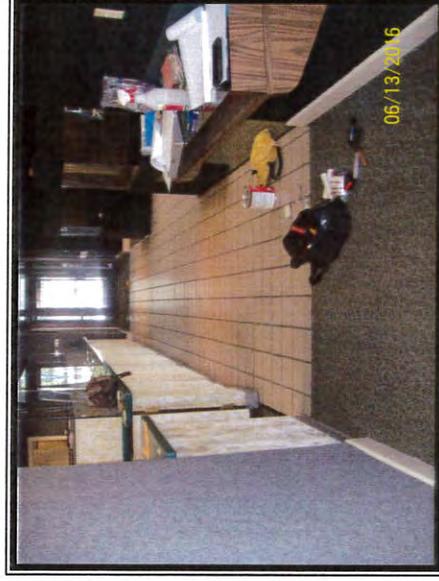


Photo #22



Photo #23



Photo #24

201 S. Main Street, Sumter, SC



Photo #25

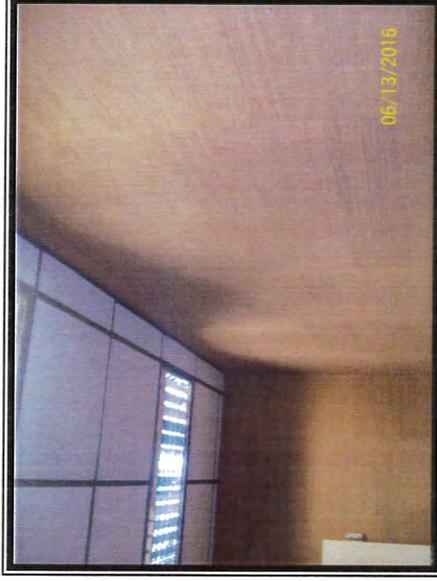


Photo #26

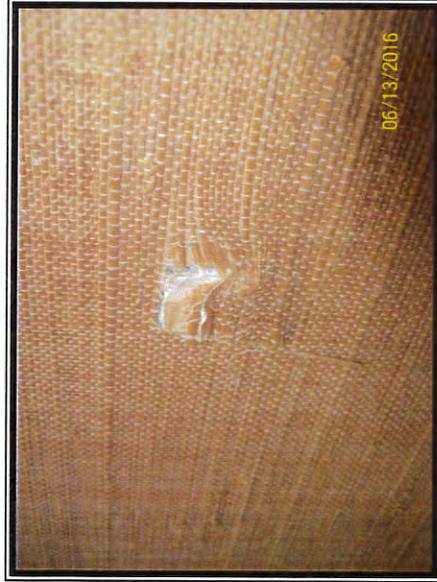


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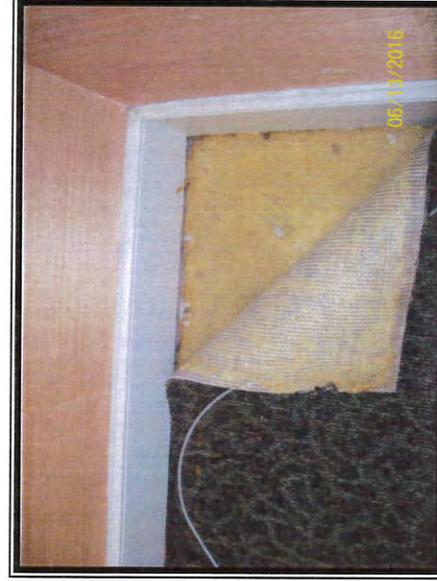


Photo #28

201 S. Main Street, Sumter, SC

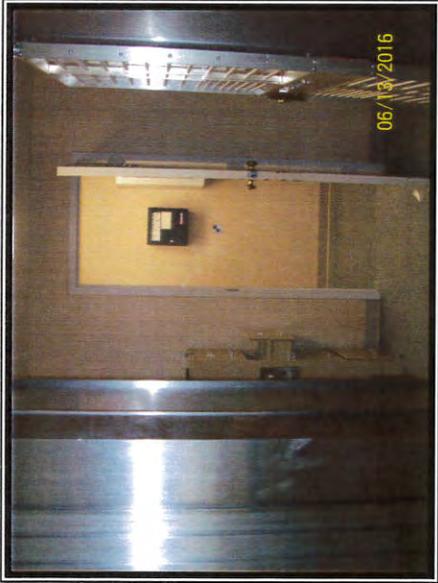


Photo #29

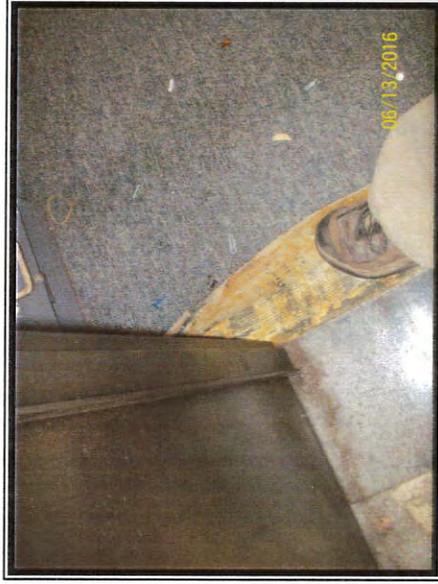


Photo #30



Photo #31



Photo #32

201 S. Main Street, Sumter, SC

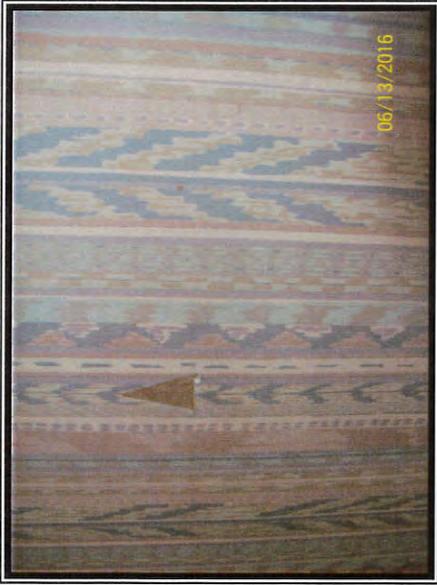


Photo #33

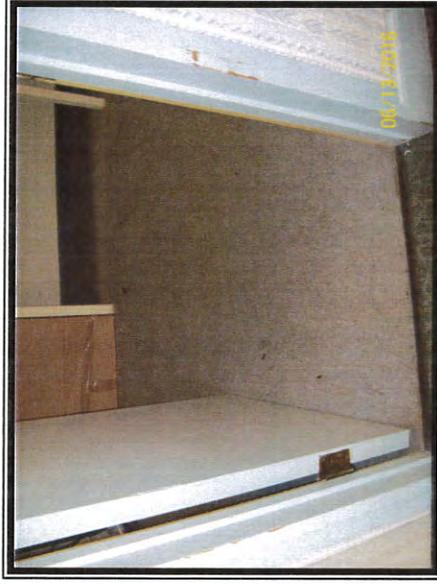


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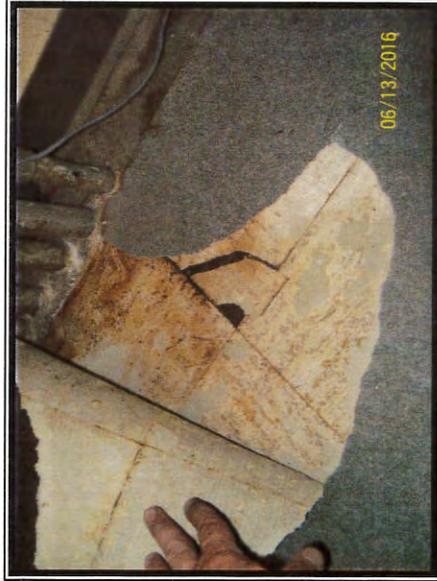


Photo #35

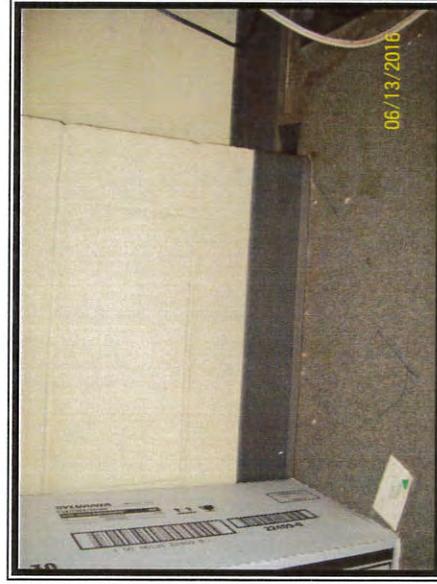


Photo #36

201 S. Main Street, Sumter, SC

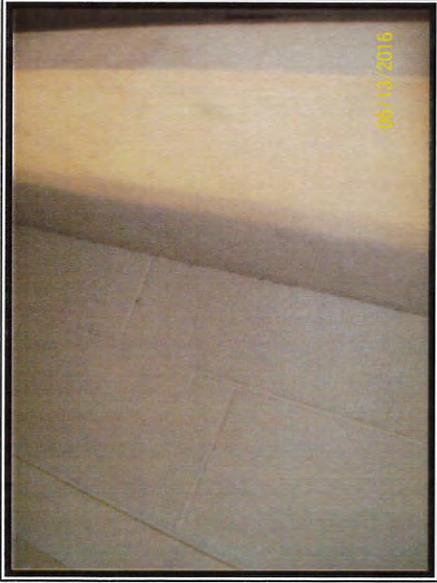


Photo #37

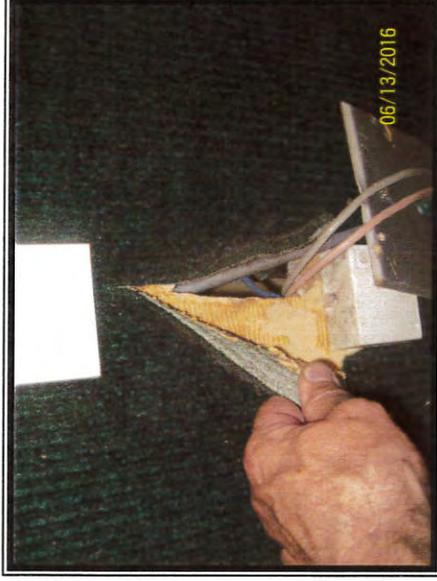


Photo #38

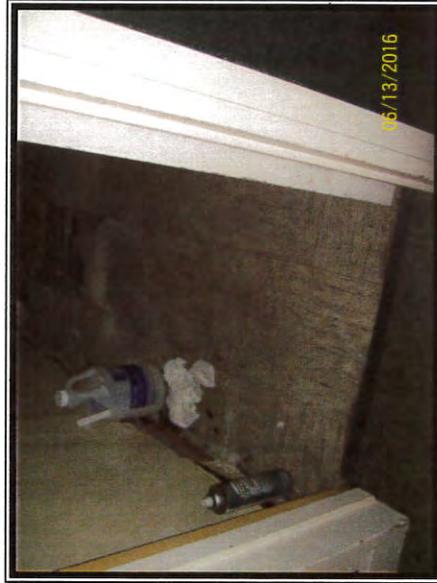


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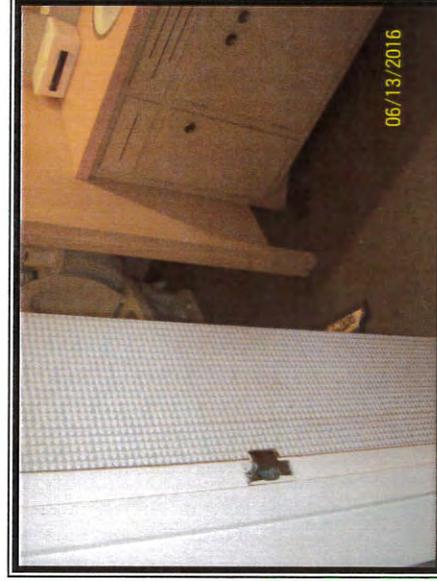


Photo #40

201 S. Main Street, Sumter, SC

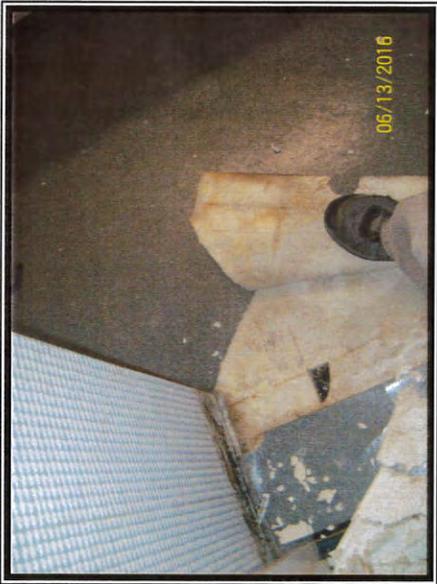


Photo #41

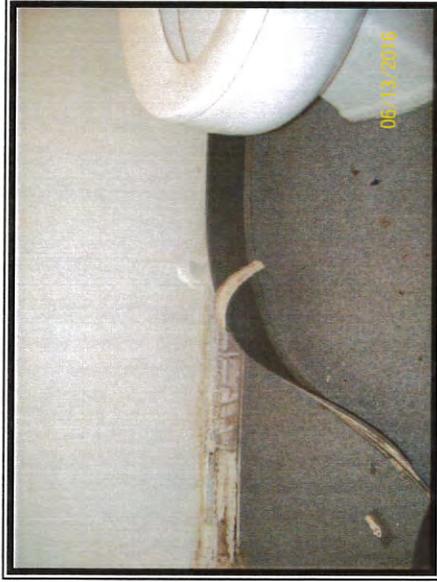


Photo #42

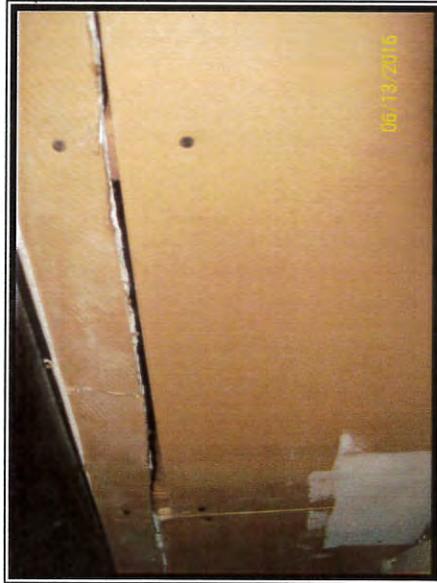


Photo #43

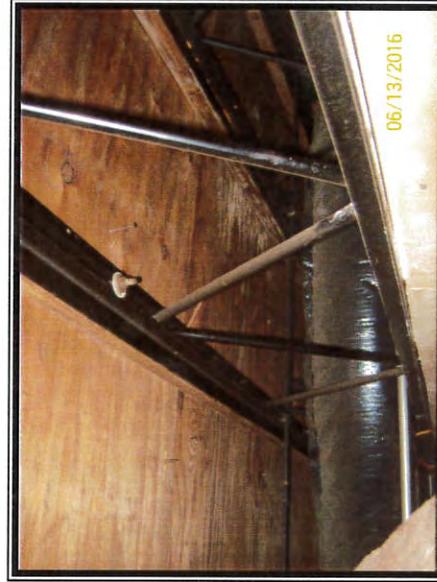


Photo #44

201 S. Main Street, Sumter, SC



Photo #45

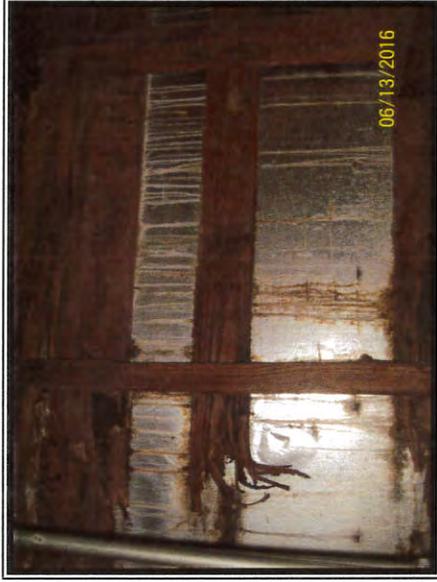


Photo #46



Photo #47

201 S. Main Street, Sumter, SC