



# **REQUEST FOR PROPOSAL FOR QUALIFIED ABATEMENT CONTRACTOR**

**City of Beattyville  
Works Progress Administration (WPA) Building  
337 Main Street  
Beattyville, Kentucky**

**Issue Date: October 23, 2024**

**Submittal Due Date: November 21, 2024**

**Prepared By:**



**Linebach ■ Funkhouser, Inc.**  
ENVIRONMENTAL COMPLIANCE & CONSULTING

## 1.0 Introduction & Intent

The City of Beattyville was awarded a Brownfield Cleanup Grant by the USEPA in May of 2023 to complete abatement and cleanup activities of the Works Progress Administration (WPA) Building. Linebach Funkhouser Inc. (LFI) was selected to serve as the Qualified Environmental Professional (QEP) to execute and manage the Brownfield Cleanup Grant on behalf of the City of Beattyville.

With this Request for Proposal (RFP), LFI is seeking a qualified Abatement Contractor to complete environmental abatement and cleanup activities to prepare the WPA Building for renovations. The Abatement Contractor will be selected according to the selection criteria outlined in this RFP. The Technical Bid Specifications and associated Bid Form are provided as an attachment to this RFP.

## 2.0 Project Background

The Works Progress Administration Building (WPA Building) is located at 337 Main Street in Beattyville, Kentucky. The WPA Building is a two-story building consisting of approximately 4,800 square-feet, which contains asbestos, mold, and lead paint. The building was constructed in 1939 by the Works Progress Administration for use as a firehouse. The WPA building has been used for various purposes since then, including as City Hall and a jail. The building is structurally sound, and the roof was recently replaced.

The WPA building is set to be fully renovated, but the removal/abatement of all hazardous materials is required to be completed first. A Phase II Environmental Site Assessment was completed in October of 2017 by Chase Environmental Group and identified asbestos, lead based paint, and mold. The existing mold has only been exacerbated by a historic flood that engulfed the WPA building and the rest of downtown Beattyville in the spring of 2022. As a result of this historic flood, this project will include the removal of all interior finishes and non-load bearing walls.

## 3.0 General Project Requirements

- i. The successful Abatement Contractor shall comply with all applicable federal, state, and local laws and regulations, including federal cross cutting regulations such as the Davis Bacon Act and the Buy America Build America Act. The Abatement Contractor must also comply with all regulations applicable to the USEPA Brownfield Program and will be subject to all Terms and Conditions of the Cooperative Agreement between the USEPA and the City of Beattyville. The Cooperative Agreement and information regarding the Davis Bacon Act are provided as an attachment to this RFP.
- ii. Any sub-Contractors that are procured by the Abatement Contractor **MUST** be approved by LFI and the City of Beattyville and **MUST** be procured in accordance with 2 CFR 200 and the USEPA's "Six Good Faith Efforts". LFI reserves the right to dismiss any sub-Contractors or workers that were not properly procured or approved by LFI or the City of Beattyville. Please inform LFI of any anticipated procurements outside of the responding firm.

- iii. Any sub-Contractors that are procured will be subject to compliance with the above-stated regulations.
- iv. Disadvantaged Business Enterprises/Minority Business Enterprises/Women Business Enterprises are encouraged to apply. LFI is an Equal Opportunity Employer and does not discriminate on the basis of race, color, national origin, or sex.
- v. The Abatement Contractor must include a 5% Bid Bond and a 100% Payment & Performance Bond with an AM Best rating of A+ or higher with their submittal.
- vi. The Abatement Contractor must include a Certificate of Insurance showing \$5,000,000 or greater in general liability coverage with an AM Best rating of A+ or higher with their submittal. Successful bidders to provide a payment bond of 100% of the contract price.
- vii. All Abatement Contractors that apply to complete this work are required to participate in a pre-bid site visit to be conducted on **November 6, 2024**, to ensure a level of familiarity with the project specifics and locality. This meeting will be held at **11:00am local time** at the City of Beattyville City Hall, located at 28 Railroad Street, Beattyville, KY 41311.

Entering the building may require Personal Protective Equipment (PPE). Contractors are to review the Technical Bids Specs to determine the level of protection required for this inspection.

- viii. LFI retains the right to reject all proposals and re-solicit if deemed to be necessary and in the project's best interest. In the event that one (1) bid is received, LFI will negotiate profit with the responding firm as a separate element of the contract price as required by 2 CFR 200.324(b).

#### **4.0 Proposal Submission**

All proposals must be addressed to and submitted by **Thursday November 21, 2024**, at 5:00 PM Eastern Time to:

Mr. Robert Perkins, Senior Project Manager  
Linebach Funkhouser Inc.  
114 Fairfax Avenue  
Louisville, Kentucky 40207

Any questions must be submitted by November 11, 2024. LFI will respond by November 15, 2024. Questions are to be submitted by email to:

Mr. Andrew Bergman, Project Manager  
[abergman@lfienv.com](mailto:abergman@lfienv.com)

Responses to any questions submitted will be provided as an addendum to this RFP and will be posted on the City of Beattyville website.

## 5.0 Proposal Contents

Respondents must submit complete responses to all of the information requested. Respondents who do not respond to the entire content of this RFP may be disqualified.

- i. Cover Letter – A letter signed by an officer/principal of the firm, binding the firm to all of the commitments made in the proposal.
- ii. Contact Information – The name, address, and contact person of the firm submitting the proposal.
- iii. Demonstrated Experience in Completing Similar Work/Projects – Describe experience with abatement services relevant to the project scope. Please provide a minimum of three (3) representative projects, including a description of the project, project period, project cost, name of client, primary contact person, and their contact information. These projects and client contacts can serve as your references.
- iv. Experience and Capacity of Proposed Project Team – Please provide the background and relevant experience of significant project participants, including the Principal, Project Manager, and On-Site Team Lead. The proposal must show that the responding firm has the capacity to perform the full scope of services outlined in the attached Technical Bid Specifications. Please provide all relevant licenses and certifications for the proposed project team. An organizational chart and brief resumes are highly encouraged.
- v. Demonstrated Knowledge of Applicable Laws and Regulations – Describe experience and knowledge of applicable laws and regulations that apply to the scope of this project, including OSHA requirements, state, federal, and local asbestos regulations, and hazardous waste disposal guidelines.
- vi. Reasonableness of Bid/Cost Justification – Please provide a justification for the costs associated with carrying out all tasks as specified in this RFP and the provided Technical Bid Specifications. Include hourly rates for staff members and unit costs for waste disposal. Provide the Bid Form found in the Technical Bid Specifications as an attachment to your proposal.
- vii. References – Please provide a minimum of three (3) professional references with a description of the project, project period, project cost, name of client, primary contact person, and their contact information.
- viii. Affirmations – Please affirm to the following:
  - a. I certify that my company, \_\_\_\_\_, is presently not suspended and has not been debarred from doing business with federal funds.

- b. I agree to honor the price provided on the bid form for the duration of this project and no charge orders will be submitted unless approved by LFI.
  - c. I affirm that no sub-Contractors will be procured or used without the explicit permission of LFI and/or the City of Beattyville. I further affirm that no sub-Contractors will be procured without following the guidance found at 2 CFR 200.
- ix. Attachments – Certificate of Insurance, certifications, licenses, proof of no debarment

### 6.0 Evaluation Criteria

Respondent submittals will be evaluated based on the following criteria with the associated point values:

<b>Evaluation Criteria</b>	<b>Possible Points</b>
Reasonableness of cost proposal/bid form	25
Demonstrated experience in completing similar work/projects	25
Experience and capacity of team personnel including copies of all certifications, licenses, etc.	20
Demonstrate knowledge of federal, state, and local rules and regulations that pertain to this scope of work	15
References from similar work/projects (minimum of 3)	15
<b>Total Points</b>	<b>100</b>

A score sheet that will be used by LFI and the City of Beattyville to evaluate submittals is provided as an attachment.

# **Attachments:**

## **Scoresheet & Technical Bid Specifications**



**Qualified Abatement Contractor Selection Score Sheet**  
**USEPA Brownfield Cleanup Grant**  
**Works Progress Administration (WPA) Building**



\_\_\_\_\_  
**Name of Firm Being Rated**

<b>Evaluation Criteria</b>	<b>Points Breakdown</b>	<b>Points</b>
Cost Proposal/Bid Form (25 points)	A. Proposed price is highly reasonable and meets project requirements. – 25 points B. Proposed price is fairly reasonable and meets most project requirements. – 15 points C. Proposed price is not reasonable and/or does not meet project requirements. – 0 points	
Experience with Similar Work/Projects (25 points)	A. 3 or more completed similar work/projects. – 25 points B. 1-2 completed similar work/projects. – 15 points C. No completed. – 0 points	
Experience & Capacity of Team (20 points)	A. Team is highly experienced with excess capacity. – 20 points B. Team has some experience with adequate capacity. – 10 points C. Team has no experience and/or insufficient capacity. – 0 points	
Knowledge of Rules & Regulations (15 points)	A. Demonstrated high knowledge of applicable rules and regulations. – 15 points B. Demonstrated sufficient knowledge of applicable rules and regulations. 5 points C. Demonstrated lack of knowledge of applicable rules and regulations. – 0 points	
References (15 points)	A. 3 or more references. – 15 points B. 1-2 references. – 5 points C. No references. – 0 points	
	<b>Total Points</b>	

**City of Beattyville**  
**TECHNICAL BID SPECIFICATIONS**  
**And**  
**REQUEST FOR PROPOSALS**  
**Asbestos and Lead Based Paint Abatement**  
**Debris Removal**

**Works Progress Administration (WPA) Building**  
**337 Main Street, Beattyville, KY 41311**



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Figure 1 - WPA Building Floor Plan Ground Floor  
Figure 2 - WPA Building Floor Plan Second Floor

### APPENDICES

Appendix A: Bid Form  
Appendix B: ACM and LBP survey, AMEC Environmental Oct 24, 2017

### 1.0 Introduction

The site to be remediated by this grant is a large two-story structure with several partitions sitting on approximately one acre located at 337 Main Street, Beattyville, Kentucky. It was built in 1939 by the Works Progress Administration (WPA) out of locally quarried stone. The City of Beattyville has owned the building since its construction in 1939. It has been a City Hall, jail and firehouse. The property has remained unoccupied since 2014 and is an underutilized resource for a vibrant Main Street.

The site's central location and community significance makes it an ideal catalyst project to spark additional revitalization of Beattyville's historic Main Street district. The building is structurally sound. The roof was recently replaced to ensure the building remains in stable condition.

Phase II environmental site assessment confirmed the presence of asbestos containing materials (ACM), lead-based paint (LBP). ACM and LBP were not known to be hazardous at the time of construction. The site is centrally located in the Main Street district, directly adjacent to Silver Creek and close to residential areas that may be impacted from contaminants. The environmental problems were identified in a ACM and LBP survey conducted by AMEC Environmental dated October 24, 2017. A copy of the report is included as an attachment.

Redevelopment of the building for any cost-effective, practical re-use will require removal of the ACM, lead-based paint (LBP) and debris. ACM identified consists of floor tile and mastic, window glazing and a light fixture, and fire doors. LBP was identified on the exterior foundation paint. Upon removal (or encapsulation) of the ACM and LBP the remaining debris and unwanted materials (Electrical, HVAC, Plumbing, etc.) in the building will be removed to clean floors and walls leaving the building in a condition to allow for future renovations by others.

## 2.0 Site and Project Description

The property is located at 337 Main Street, Beattyville, Kentucky. The structure is to be abated of hazardous building materials consisting of ACM and LBP and the removal of all debris and rubbish to allow for the renovation of the building at a later date by others. Waste generated will be properly disposed of off-site or recycled off-site in accordance with all federal, state, and local laws.

**Contact(s):** Ms. Teresa Mays  
City of Beattyville  
28 Railroad Street, Suite A  
Beattyville, KY 41311  
tmays@beattyville.org

**Work Site Address:** WPA Building  
337 Main Street,  
Beattyville, Kentucky

**Latitude/Longitude:** 37.573731 N / -83.711594 W

### 3.0 Work Description

Work will consist of the abatement of hazardous building materials including ACM and LBP and the removal of all debris/rubbish and unwanted materials with proper off-site disposal and/or recycling (where appropriate and allowed). For abatement of ACM and LBP, the work shall be done in accordance with all federal, state, and local laws and notification and licensing requirements (see Section 6.0 for specific details regarding asbestos abatement).

Abatement of hazardous building materials and removal of rubbish will be completed in one mobilization, and all materials from the building will be removed and disposed of properly off-site or, where feasible and allowable, recycled, as described in the Contractor's Work Plan, after having been approved by the Owner and Owner's site representative. The Owner, for purposes of this demolition project, is the City of Beattyville and the Owner's site representative is Linebach Funkhouser, Inc.

The Contractor is to become familiar with the site at the required site walk/pre-bid meeting **November 6, 2024, at 11:00 am local time** as to the extent and types of rubbish and debris present. A description prepared by the Contractor and included in the Contractor's Work Plan will be required as to how compliance will be achieved with U.S. Occupational Safety & Health Administration (OSHA) and Kentucky Labor Cabinet, Department of Workplace Standards, statutes and regulations, including health and safety policies and procedures specific to this project.

### 4.0 General Provisions

1. **Mobilization:** The Contractor shall be responsible for mobilizing all equipment, materials, supplies, and personnel to the site. All Contractor's (and sub-Contractor's) equipment mobilized to the site shall be thoroughly cleaned prior to mobilization. Equipment that is not visibly clean upon site mobilization shall be taken off site and cleaned by the Contractor (or their sub-Contractor) prior to remobilization at no additional cost to the Owner.
2. **Compliance:** All work performed under these specifications must adhere to all laws, statutes, ordinances, codes, regulations, and requirements of all inspection and regulatory agencies and the work performed according to these requirements. If the specifications do not set forth all such requirements, this does not relieve the Contractor of the responsibility to adhere to all requirements necessary for completing the contract in accordance with all applicable laws, statutes, ordinances, codes, regulations, and requirements. If differing site conditions are found during the execution of work, they shall be immediately brought to the attention of the Owner or Owner's site representative for review and direction. The Contractor is responsible for any fees associated with obtaining permits or other compliance-related items.

The Contractor must attest in its proposal that: (1) Davis-Bacon Act requirements will be met, (2) the Contractor or any of its sub-Contractors are not currently debarred from conducting work for the U.S. government, and (3) the Contractor or its sub-Contractors

have no outstanding OSHA violations. If sub-Contractors are contemplated, then the Contractor should consider using Disadvantaged Business Enterprises, Minority Business Enterprises, and/or Women's Business Enterprises, if appropriate.

The Contractor shall hold the Owner and the Owner's representative harmless for failure to comply with any applicable work, abatement, transport and disposal, environmental, health, safety, or other regulation on the part of himself/herself, his/her employees, or his/her sub-Contractors.

All references to codes and standards within this specification are made for informational purposes only. They are not intended nor shall they be interpreted as being all-inclusive. The Owner or Owner's representative shall not be liable for the Contractor's negligence in compliance with any applicable code, law, or regulation not cited in this specification. In cases of conflict between this specification and any applicable code, law, and/or regulation, the stricter wording shall apply and shall be enforced. Except to the extent that more explicit or more stringent requirements are written directly into the contract documents, all applicable codes, regulations, and standards have the same force and effect as if copied directly into the contract documents, or as if published copies are bound herewith.

3. **Contractor's Site Inspection:** It shall be the responsibility of the Contractor to inspect the site prior to submitting a bid to determine pertinent factors such as access, zoning, easements, scope of work, condition of improvements, etc. The submission of a bid will be construed as evidence that inspections and investigations have been made. Later claims for such items which could have been foreseen had inspections/investigation been made shall not be recognized. The Contractor's supervisory personnel will conduct a site safety audit prior to full mobilization, including review and inspection of staging areas, items to be deconstructed and salvaged, environmental controls for wastewater and stormwater drainage, decontamination, waste handling and storage, and dust control.
4. **Public Protection:** The Contractor shall provide for adequate protection to safeguard the public at all times. The Contractor shall employ watchmen when necessary, and shall furnish and maintain barricades, fencing, and other devices considered necessary for the protection of the public and for site security.
5. **Street or Roadway Obstruction:** If a street is to be closed or obstructed, a permit shall be secured by the Contractor from the proper authority. The Fire Department and Police Department involved shall be given notice, as appropriate, by the Contractor of the time when such street or road is to be closed or obstructed. The WPA Building is adjacent to Railroad Street (front) side and precautions must be taken to keep pedestrians out of the work zone and to prevent damage to the street.
6. **Protection of Adjacent Properties:** The Contractor shall use every precaution to prevent damage to adjacent property and buildings. All equipment, tools, and materials permitted to remain on site during the operations shall be neatly stored in such a manner

as will not interfere with the rights and privileges of the adjacent property owners. The Contractor shall hold the Owner and Owner's site representative harmless from damages or claims on adjacent properties from its site operations.

7. **Spill Cleanup:** A release of oil, fuel, coolant, or any other liquids from equipment must be immediately cleaned up to the satisfaction of the Owner and at no cost. If the release is at or above a reportable quantity, then the Contractor must make the required notifications.
8. **Materials from Demolition:** The Contractor, at its own expense, shall remove from the site and dispose of all materials set forth in the Disposal of Materials in Section 7.0.

The Owner wants to keep the two larger projectors, three of the cast iron seating frames, and salvage the stage curtain metal framing if possible. All other materials will be removed to bare walls and floors. The retained materials shall be left on-site following completion of the project.

9. **Open Burning:** In compliance with 401 Kentucky Administrative Regulations (KAR) 63:005, no open burning of improvements, trash, debris, or waste material will be permitted. Should open burning by unknown parties take place on the site, the Contractor shall immediately notify the Owner and the appropriate regional office of the Kentucky Energy and Environment Cabinet, Department of Environmental Protection, Division for Air Quality, and local law enforcement authorities. A written report of these notifications is to be submitted to the Owner or Owner's site representative within 5 working days of the discovery of the burning.
10. **Sidewalk, Street, and Roadway Cleanliness and Repair:** The Contractor shall keep sidewalks, streets, and roadways free of dirt and debris carried from the site on equipment and vehicle tires and tracks. It is recommended, but not mandatory, that the Contractor video tape the condition of sidewalks, streets, and roadways prior to the beginning of the work. Any damage will be repaired by the Contractor at the Contractor's expense.
11. **Site Cleanup & Restoration:** The Contractor shall, at all times, keep the project premises and surrounding area free from the accumulation of waste materials or rubbish caused by its operations in connection with the project. Materials will not be allowed to accumulate in a manner that poses safety concerns to the site, site workers, or adjacent properties. Upon completion of the work, and prior to final inspection and acceptance, the Contractor shall remove all remaining waste materials, rubbish, Contractor's construction equipment, tools, machinery, and surplus materials, and leave the project in a clean and usable condition satisfactory to the Owner and Owner's site representative. If the Contractor fails to clean up as provided in the contract documents, the Owner or Owner's site representative may perform the cleaning tasks and charge the cost to the Contractor. The Contractor will not demobilize from the site until the Owner and Owner's site representative have inspected the property and have verified completion of any punch list items.

12. **Safety of Persons and Property:** The Contractor shall continuously maintain adequate protection of all work from damage and shall protect the Owner's property from injury or loss arising in connection with this contract. Contractor shall make good any such damage, injury, or loss, except such as may be directly due to errors in the specifications or caused by agents or employees of the Owner. The Contractor shall adequately protect adjacent property as provided by law and the contract. The Contractor shall take all necessary precautions for the safety of employees on the work site, and shall comply with all applicable provisions of federal, state, and local environmental, health, and safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the location where the work is being performed. The Owner or Owner's site representative have the right to remove or bar any employee of the Contractor or subContractor for failure to comply with site health, safety, and security requirements. The Owner or Owner's site representative also has the authority to suspend work, at the Contractor's expense, if it is determined that unsafe practices are being conducted at any time. All site personnel have the authority to stop any unsafe activity being performed that is a violation of the Contractor's Health & Safety Plan, at no cost to the Owner.
  
13. **Sanitary Facilities for Workers & Water Source:** The Contractor shall provide portable sanitary facilities for its employees. The facilities are to be periodically maintained to prevent odor issues. The Contractor shall provide a potable water supply for its and subContractor employees. The Contractor shall provide a water source including hoses, water storage tanks, etc. as needed. If the Contractor elects to use a fire hydrant(s) as a water source, the Contractor shall be responsible for securing all applicable permits and satisfying all notification requirements, prior to using the hydrant(s) as a water source.
  
14. **Transportation of Material:** All over-the-road vehicles and drivers are to be U.S. Department of Transportation compliant. Vehicles shall not be loaded over their legal capacity.
  
15. **Demobilization:** The Contractor shall remove all equipment, materials, supplies, and personnel from the site. All non-disposable equipment which has been used during deconstruction and has come into contact with ACMs shall be decontaminated before being removed from the site. Equipment decontamination shall be performed in a designated area (to be proposed by the Contractor). Decontamination of non-disposable equipment that does not come into contact with ACMs shall be deemed complete based on a visual review by the Contractor and/or the Owner's representative. Equipment that does not meet the "visibly clean" objective shall be recleaned by the Contractor (or their subContractor) at no additional cost to the Owner. Decontamination of such non-disposable equipment shall be conducted using a minimum of appropriate and industry-recognized non-toxic decontamination materials. Decontamination shall take place in a separately constructed decontamination area suitable for the size of the equipment to be decontaminated. The Contractor and their subContractors are responsible for the collection, containerization, characterization, profiling, transportation, and disposal of decontamination wastes in accordance with all applicable laws, rules, and regulations.

16. **Work Quality:** If any work is found to be incomplete, inadequate, or unsuitable, the Contractor will be required to correct the situation in a timely fashion at no additional cost to the Owner. If the Contractor does not act sufficiently or in a timely fashion, the Owner reserves the right to correct the situation using another Contractor and back charge the original Contractor's account for these expenses.

## 5.0 Special Provisions

1. **Fencing and Site Security:** The Contractor shall secure the work area. No member of the public shall be allowed to enter the work area. Warning signs with language meeting asbestos abatement regulations shall be placed on the fencing. If necessary, a night-watchman shall be posted to prevent public access to the work site during non-working hours.
2. **Site Access and Equipment Staging:** The Contractor will indicate in its Work Plan where equipment and waste stream containers will be staged on-site. An aerial photograph of the property is attached.
3. **Proposal Requirements:** The Contractor must provide in its proposal an outline of the methods and means it will use to accomplish the objectives and requirements in these specifications, including sequencing of work, how waste will be segregated (especially segregation of ACM from non-ACM), and how waste will be consolidated, staged, and loaded out prior to off-site transport. Building materials should be recycled to the extent feasible and in compliance with all laws and regulations. All ACM and LBP is to be transported off-site for disposal in a permitted contained landfill. The Contractor must acknowledge that it will not use methods during segregation, waste consolidation, staging, and load-out that will create Regulated ACM (RACM) from non-RACM. The proposal will include a current certificate of insurance and a list of any sub-Contractors.
4. **Contractor's Work Plan:** The Contractor will be requested to clarify his/her bid relative to the requirements included in this performance-based specification. Within 5 days of award, the Contractor will submit a work plan stating in writing how each of the specified provisions will be met. Included will be a project schedule, contact list, organization chart, how waste and salvage materials are to be documented and tracked, a description of critical path items, a plan for abatement and management of ACMs and LBP, planned actions to mitigate identified problems (emergency and contingency plans), a list and copies of all required permits, notifications, and applications, and a Contractor site-specific Health and Safety Plan (HASP) prepared under the supervision of a qualified health and safety professional, and to include Safety Data Sheets of all materials and chemicals proposed for storage/use on-site. It should be assumed that all paint on building materials is lead-containing, and the Contractor shall incorporate in the HASP whatever OSHA requirements are necessary. The HASP shall cover all personnel who will be employed by the Contractor, including direct employees and those of sub-Contractors. At a minimum, the HASP must meet the requirements of 29 (CFR) 1910 and 1926, as applicable.

The Work Plan will also include an Air Quality Monitoring Plan to monitor the airspace of personnel involved with the demolition/removal of ACM and LBP in accordance with 29 Code of Federal Regulations (CFR) 1926.1101 and 29 CFR 1926.62 along with all other applicable local, state, and federal regulations, standards, and codes. The Air Quality Monitoring Plan shall identify the entities selected to perform air monitoring during abatement activities.

The Owner's representative will review the Work Plan and note any deficiencies prior to start of work. This review shall in no way be construed as permitting any departure from the bid specifications or Contract and does not relieve the Contractor of any responsibility to comply with applicable laws, rules, and regulations.

5. **Documentation:** The Contractor shall, as a condition of final payment, provide all project related documentation, including but not limited to photographs, daily logs, safety meeting records, permits, bills of lading, manifests, weight tickets, citations, incident reports, and proof that all employees and subContractors have been paid.
6. **Schedule:** Time is of the essence. Contractor is expected to commence work as soon as permits can be secured and proceed diligently with the work until complete.

## 6.0 Asbestos Abatement

1. The Abatement Contractor has the responsibility for determining actual quantities of materials to be removed. Contractor to abate identified tile and mastic, fire doors, window glazing and light fixtures identified in the ACM and LBP Survey which has been provided as a reference.
2. Asbestos material was found in the existing windows as glazing. The window glazing is to be abated and properly disposed of. The window glass is to be removed and disposed of general refuse. The window frames are to remain in place with no damage or alterations. The window openings are to be covered with 7/16" plywood after the glazing and glass is removed.
3. Any removal activity on the site involving disturbance of ACM shall be conducted by the wet-method to prevent non-friable ACM from becoming friable. Dust shall not be visible during any phase of the operation, including waste load-out. The Contractor must be familiar with and must comply with 40 CFR 61, Subpart M (National Emission Standard for Asbestos), 401 KAR 58:025, and other Kentucky asbestos regulations if applicable. The Contractor must have at least one on-site supervisor trained in the provisions of 40 CFR 61.145, per 40 CFR 61.145(c)(8) and 401 KAR 58:040 and who can act as a competent person as defined in 29 CFR 1926.1101(b). Such person shall be identified and their qualifications/certifications/accreditations provided in the Contractor's Work Plan. The same requirements apply to all asbestos abatement workers employed by the asbestos abatement entity. The Contractor shall bear all costs

- associated with training, licensing, notifications, and all other fees related to the asbestos abatement entity's ability to perform the work required.
4. All ACM waste shall be placed in covered hard-walled containers lined with 6 mil plastic sheeting. The containers shall be properly placarded and labeled to meet all applicable regulations. All handling, packaging, labeling, and disposal will be performed in accordance with Kentucky regulations.
  5. All ACM is to be disposed in a permitted contained landfill regulated by the Kentucky Division of Waste Management (KDWM). The Contractor shall have made previous contact with the landfill before work begins to assure that the waste profile is acceptable and to ensure that landfill rules are known concerning hours of operation and landfill protocol.
  6. It is the Contractor's responsibility to provide all notifications to the regional Kentucky Division for Air Quality (KDAQ) or other applicable agencies for the abatement and to obtain any required permits, licenses, certifications, variances, etc. The Contractor is to provide the KDAQ and/or other applicable agencies with any information needed to support alternate abatement methods.
  7. It shall be the Contractor's responsibility to ensure that no worker or member of the public is exposed to an airborne asbestos fiber concentration equal to, or greater than, 0.1 fiber per cubic centimeter of air at any time during any portion of the deconstruction process, including during waste load-out and transport.
  8. Workers shall use proper respiratory protection devices during any portion of the abatement activities.
  9. The Contractor shall be responsible for all personal and ambient air monitoring, as required by federal, state, and local regulations.

## **7.0 Lead Based Paint Abatement**

1. The lead work includes the disturbance of lead containing coatings, cleaning of the contaminated area, decontamination of walls and floors, collection and disposal of the contaminated waste from these activities. This work will consist of the disturbance of components and coatings that have been previously shown or presumed to contain measurable amounts of lead. Wet removal, non-powered scraping or HEPA captured powered removal shall be used. Personnel will wear and use protective equipment and clothing as specified herein. Eating, smoking or drinking will NOT be permitted in the lead control/regulated area.
2. This is not a lead abatement project, nor is this project subject to Housing and Urban Development (HUD) guidelines. However, the selected contractor shall comply with 29 CFR 1926.62 Construction Industry Lead Standard and 40 CFR 745 Renovation, Repair and Paint (RRP) regulations to include assignment of a Kentucky Certified

- Renovator and Kentucky Certified Company and comply with Kentucky Lead Based Paint Administrative Regulation 902 KAR 48:010 through 040. Cleaning Verification shall also be required to be completed by a Certified Renovator. Verification may also be internally by the Responsible Unit Designated Person or by a 3rd party.
3. Abatement work will include, but not be limited to, removal and disposal of all painted plaster and debris on the floors and walls. Additional building components requiring abatement will include, but not be limited to, doors, doorframes, and other painted building components. LBP abatement work will be integrated into the rubbish removal and the asbestos removal work.
  4. Abatement work is being performed as an integral portion of the overall interior modernization of the building. All surfaces will be free of loose, peeling, chipping, or flaking paint. Painted surfaces must be free from crumbling, cracking, or falling plaster and must not have holes in them.
  5. The Abatement Contractor has the responsibility for determining actual quantities of materials to be removed and reviewing the scope of work. The Contractor should allow under their base bid for the removal of the materials as described in the survey report. The Contractor shall remove LBP materials as a LUMP Sum; no change orders will be allowed.
  6. All mobilizations and permit notifications shall be the Abatement Contractors responsibility.
  7. Following completion of removal, the contractor shall clean and remove all visible debris from the removal area. No visible dust shall remain.
  8. Cleanup and Disposal – During lead disturbance, the lead control/regulated area will be kept free of accumulations of debris in order to restrict the spread of lead dust. Disposal of the lead debris – All lead wastes and scraps, debris, bags, containers and contaminated clothing shall be placed in appropriate containers for storage. At the completion of the project each waste stream shall be evaluated to determine if the material shall be handled as hazardous waste. When sampling is warranted, a representative composite sample shall be collected of each waste stream and tested for lead content utilizing the TCLP procedure. Any waste stream producing results > 5 ppm lead when analyzed by this procedure shall be transported and disposed of as hazardous waste. This testing will be completed by the Abatement Contractor.
  9. Landfills Receipts – Retain receipts from landfill for all disposed materials. Recycling – Recipients of materials being recycled must be provided with written test results of lead content or a statement of the presumption of lead.

## 8.0 Building Clean Out

The building consists of 2 floors, a ground floor and a second story. The building has undergone multiple renovations, and the interior walls and ceilings are a mix of old and new components. This includes a double ceiling in most interior spaces. A summary of the building's construction techniques follows:

- A poured concrete slab appears to be the structural system under the ground floor.
- Sawn joists appear to be used to support the second floor in the front of the building while poured concrete is used in the rear.
- Site built flat trusses appear to be the structural system used for the roof.

The preliminary inspection of the building was unable to determine with 100% accuracy which components can be safely removed due to drywall and plaster obscuring the underlying structure. Figures 1 and 2 show the preliminary location of walls that can-not likely be removed.

The goal of the cleanout is to leave the building with only the necessary structural components and remove any walls or ceilings that are not required for structural integrity. The contractor is required to perform the following:

1. The building to be stripped of ceiling tile, drywall, plaster, insulation, carpeting, tile, and drop ceilings to allow a final inspection of the existing structural systems. No wall or header structures are to be removed until a second inspection is completed.
2. Plaster on exterior and interior masonry walls may remain if deemed firmly attached by the owner.
3. Figures 1 and 2 will be amended by the owner as to which interior walls are to be removed. Contractor is to call owner and LFI to arrange a mutually agreeable time to inspect exposed interior walls and ceilings.
4. Contractor shall remove non-structural walls and ceilings after receiving amended Figures 1 and 2.
5. Removal of the following: HVAC equipment, plumbing systems, electrical conduits, fire suppression and sprinkler systems, alarms systems, emergency lighting systems. The interior of the building is to be left broom swept clean.
6. The building's exterior is to be power washed after ACM and LBP removal to remove mold. No soaps or detergents are to be used due to the proximity of Silver Creek.
7. Fluorescent lighting systems with ballasts are to be inspected prior to disposal. All ballasts are to be removed and inspected for PCBs. Ballasts that specifically state with "No PCBs" may be disposed of as solid waste. Ballasts without such stickers shall assumed to contain PCBs and will be separated and disposed of according to applicable laws and regulations.

## 9.0 Disposition of Materials

1. **Approval of Transport, Storage, Disposal, or Recycling Firms/Facilities:** At least one week prior to the transport of any debris, trash, waste, or recyclable materials off-site, the Contractor shall provide to the Owner and Owner's site representative the names, contacts, addresses, and other requested information on proposed transport, storage,



disposal, or recycling firms/facilities. The Contractor shall not transport any of these materials off-site until the Owner or Owner's site representative has provided verbal or written approval of the proposed firms/facilities.

2. ***Debris, Trash, and Waste Materials:*** Waste materials will be classified according to intended disposition (i.e. salvage, recycling, treatment, disposal) and will be stored, labeled, transported, and disposed of according to all applicable regulatory requirements. All wastes will be properly packaged, sampled as required, secured in a waste staging area, and properly labeled with content warnings and other information required by applicable laws and regulations. The Owner is to be listed as the generator of waste streams and either an authorized Contractor representative or the Owner's site representative shall sign all manifests or other waste records required for off-site transport and disposal. No debris, trash, or waste material is to be buried on site. All debris, trash, and waste material resulting from the removal of improvements shall be disposed of at a site or facility for which a permit for waste disposal has been issued by the KDWM. The cost of this disposal shall be considered and included in the contract price.

Upon completion of the contract, the Contractor will furnish the Owner and Owner's site representative with the name and address of the waste disposal and salvage/recycling sites used and copies of the disposal manifests, bills of lading, receipts, and certificates of disposal/recycling indicating the quantity of material disposed or recycled.

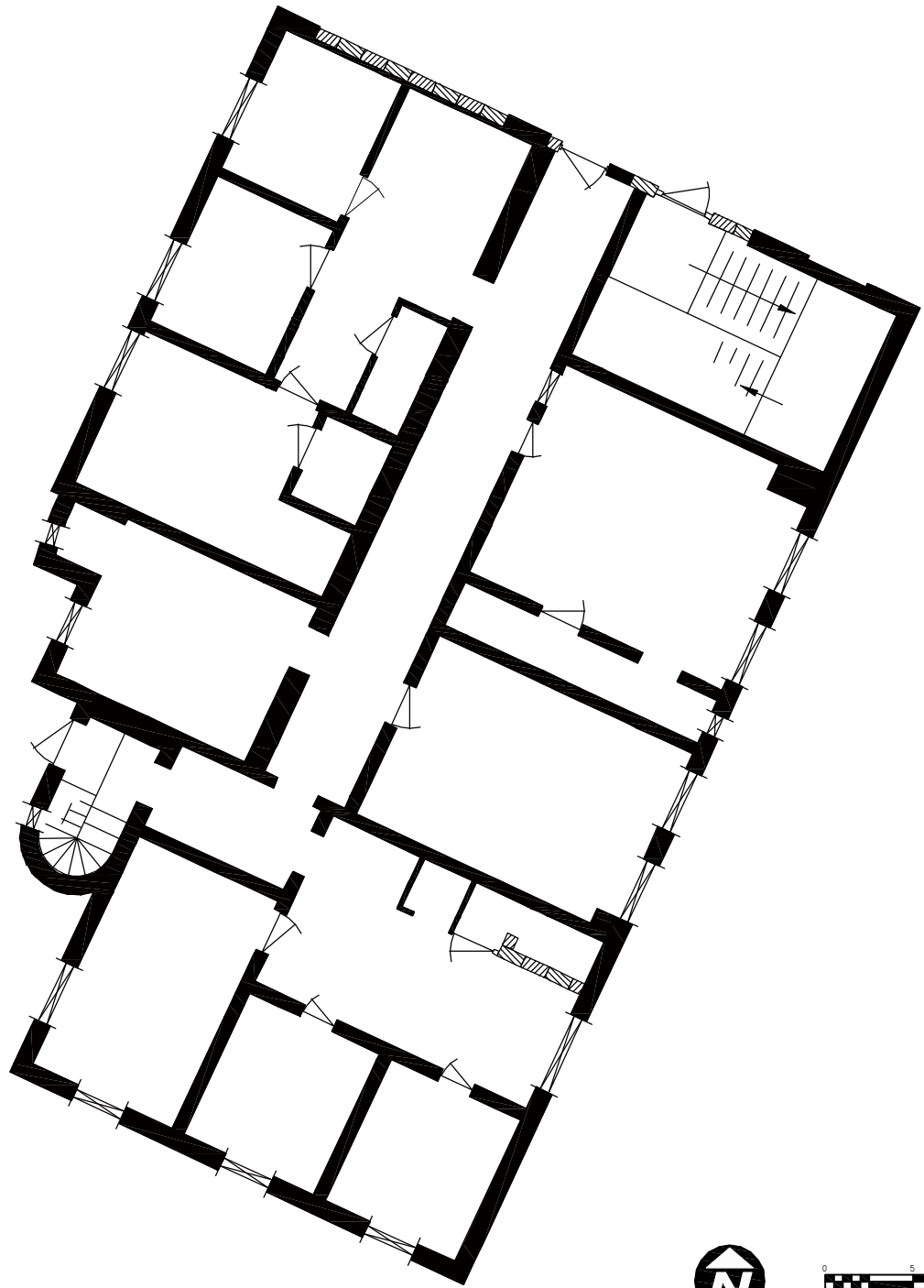
3. ***Materials Requiring Special Disposal:*** It shall be the responsibility of the Contractor to properly dispose of or recycle any special waste, such as ACM debris, LBP, paint cans, light bulbs, light ballasts, mercury-containing devices, etc. in a manner that meets all federal, state, and local regulations. The cost of this special waste disposal shall be considered and included in the contract price. Upon completion of the contract, the Contractor will furnish the Owner and Owner's site representative with the name and address of the disposal site(s) used and copies of the disposal manifests, receipts, and certificates of disposal/recycling, indicating the type and amount of material disposed or recycled.
4. ***Other Hazardous Materials:*** In the event the Contractor encounters material reasonably believed to be asbestos or other classified hazardous substances/materials which have not been rendered harmless, the Contractor shall immediately stop work in the affected area and report the condition to the Owner and Owner's site representative. The work in the affected area shall not thereafter be resumed, except by agreement of the Owner and Contractor, if in fact the material is asbestos or other classified hazardous substances/materials which have not been rendered harmless.

### 10.0 Review & Approval

	Name	Date
Draft Reviewed By:		10/22/2024
Final Reviewed By:		10/22/2024

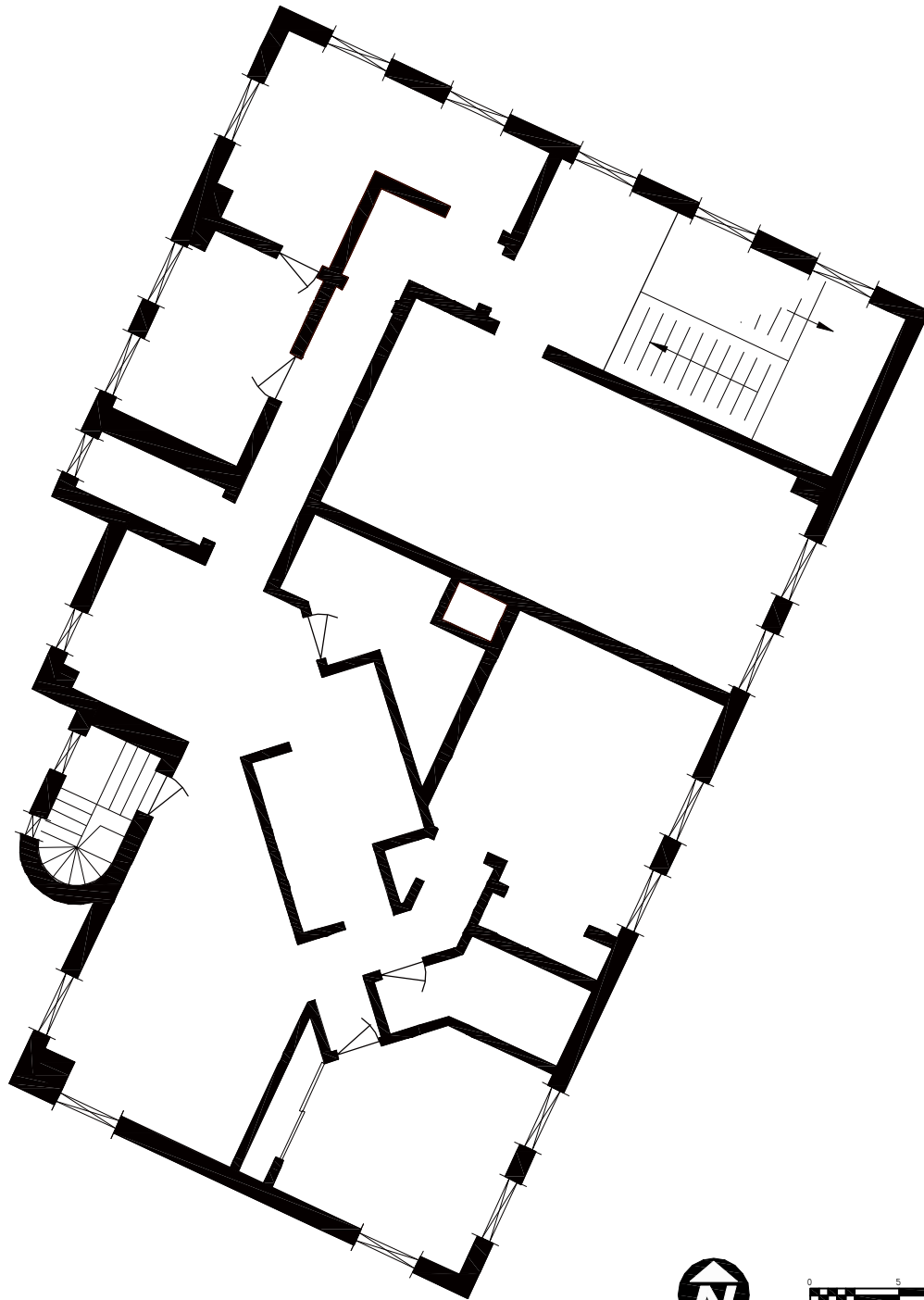
Complete the Bid Form in Appendix A and return with your complete proposal. **Proposals are due by 5:00 pm local time on November 21, 2024.** Pricing shall be honored for 60 days from date of submittal.

## FIGURES



WPA BUILDING  
337 MAIN STREET  
BEATTYVILLE, LEE COUNTY,  
KENTUCKY

GROUND FLOOR



**WPA BUILDING  
337 MAIN STREET  
BEATTYVILLE, LEE COUNTY,  
KENTUCKY**

**SECOND FLOOR**

## **APPENDIX A**

### **Bid Form**

**BID FORM**  
**Abatement and Clean-out of WPA Building**  
**Beattyville, Kentucky**

**Bidder Name and Address:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Bidder Contact Name:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

Please attach this page to your bid submittal package.

Task	Description	Unit	Total Cost
1	Mobilization/Demobilization, including all permits, submission of Contractor's Work Plan, Health & Safety Plan, and moving resources to and from the project site	Lump Sum	\$ _____
2	Asbestos abatement of identified floor tile and mastic, fire door(s), and light fixture including, staging, load-out, transportation, and disposal. Window removal is Task #7.	Lump Sum	\$ _____
3	LBP abatement of loose debris and impacted surfaces including, staging, load-out, transportation, and disposal.	Lump Sum	\$ _____
4	Clean out of building interior, including waste segregation, consolidation, staging, load-out, transportation, non-structural wall removal and site cleanup.	Lump Sum	\$ _____
5	Hi-Pressure Power Wash of buildings exterior to remove mold.	Lump Sum	\$ _____
6	Waste Disposal (Do not include ACM and LBP, these are covered in Task 2 and 3)	Lump Sum	\$ _____
7	Windows remain in place, asbestos glazing removed and disposed	Lump Sum	\$ _____
8	Cover window openings with minimum 7/16" plywood covers.	Lump Sum	\$ _____
TOTAL PROJECT LUMP SUM			\$ _____

**Note:** This completed Bid Form shall be included with proposal. Proposals are due by 5:00 pm local time on **November 21, 2024**. The City of Beattyville reserves the right to select any contractor based on price and/or qualifications, or to select no contractor and not proceed with the project. Pricing shall be honored for 60 days from date of submittal.

Return the proposal to:

Mr. Robert Perkins  
Program Manager  
Linebach Funkhouser Inc.  
114 Fairfax Ave, Louisville, KY 40207  
[bperkins@lfienv.com](mailto:bperkins@lfienv.com)

## **APPENDIX B**

### **Asbestos Containing Materials and Lead-Based Paint Inspection Report**

# ASBESTOS CONTAINING MATERIALS AND LEAD-BASED PAINT INSPECTION REPORT

**337 East Main Street  
Beattyville, Kentucky 41311**



Prepared for:



**AMEC Earth and Environmental Inc.  
11003 Bluegrass Parkway #690  
Louisville, Kentucky 40299-2363**

Prepared by:



**Chase Environmental Group, Inc.  
11450 Watterson Court  
Louisville, Kentucky 40299  
Project No. 291-17-C**

**REPORT DATE  
October 24, 2017**

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# 1.0 ASBESTOS INSPECTION

## 1.1 INTRODUCTION

Chase Environmental Group (Chase) has compiled this report following an inspection for asbestos containing materials (ACM) at 337 East Main Street in Beattyville, Kentucky. Chase has prepared this report for use by AMEC Foster Wheeler (AMEC) to outline identified environmental concerns associated with asbestos at the subject property. A site location figure and selected site photographs are included as [Appendix A](#).

The objective of this project was to collect material to assist in the identification of ACM present at the subject property. All on-site assessment activities were conducted on October 18, 2017. This report provides background information, limitations and exceptions, scope-of-work performed, assessment results, findings and conclusions, and recommendations.

## 1.2 BACKGROUND AND SITE SUMMARY

AMEC has requested this ACM inspection to identify asbestos containing materials associated with the subject property. The site is currently unoccupied and is located in downtown Beattyville, Kentucky. The subject building is depicted on Figure 1 included in [Appendix A](#). The two-story structure consists of stone and block construction with a flat built-up roof system. The subject building was constructed in 1939 and is approximately 4,000 square feet in size.

Asbestos is a general term for a group of fibrous minerals (primarily chrysotile, amosite, and crocidolite) that have long been used as a fireproof insulation and as a strengthener in pipe insulation, roofing tiles, floor tiles, mastic, wall coverings, and other materials. Undisturbed ACMs are not dangerous. However, when ACMs are broken or torn, such as during renovation or demolition activities, the fibers can be spread into the air, especially if the material is friable. A material is considered an ACM if it is found to contain greater than 1% of asbestos. Studies have shown that inhaling high concentrations of these fibers over time can cause diseases such as asbestosis, lung cancer, and mesothelioma.

## 1.3 LIMITATIONS AND EXCEPTIONS

This assessment pertains directly to those areas observed and sampled within the subject property and is not intended to provide data or information for the entirety of the building. Only those areas accessible during the site visit including areas considered “typical” of those conditions and materials found throughout the property structure were sampled for laboratory analysis.

None of the work performed hereunder shall constitute or be represented as a legal opinion of any kind or nature, but shall be a representation of findings from the site visit. There are no warranties or guarantees, expressed or implied, included or intended by the report, except that it has been prepared in accordance with the current generally accepted practices and standards consistent with the level of care and skill exercised under similar circumstances by professional consultants or firms performing the same or similar service.

Changes in the condition of the building may occur with time due to either natural processes or human activities. The findings presented in this report are based on site conditions existing at the time of the investigation. The potential exists for ACM to be present in areas that may not be revealed until renovation or demolition activities begin. If potential ACM materials are discovered that are not identified within this report, those materials should be sampled by a licensed inspector, analyzed by an accredited laboratory, and removed accordingly. It should be noted that this inspection was not intended to be exhaustive in nature. This report was compiled for the sole use of AMEC. This report is not intended to be distributed or relied upon by third parties without the written permission of Chase.

This report is designed to identify and located asbestos containing materials associated with the subject property. Under **no** circumstances is this report to be utilized as a bidding document or as a project specification document as it does not have the components required to serve as an asbestos project design or abatement work plan.

#### **1.4 SCOPE OF WORK**

Chase performed the following scope-of-work, which was based, in part, upon information provided by persons deemed knowledgeable of the property and our experience with similar projects.

An assessment for ACM was conducted on October 18, 2017. Mr. Christopher J. Stovall, a Kentucky accredited asbestos inspector, conducted the survey activities. A copy of inspector credentials are included in [Appendix B](#).

Samples of potential ACM were collected from homogeneous areas, which consisted of materials that were similar in color, texture, and size. The suspect ACM samples were delivered to San Air Laboratory, Inc (San Air) of Powhatan, Virginia for Polarized Light Microscopy (PLM) analysis under chain-of-custody protocols. The National Voluntary Laboratory Accreditation Program (NVLAP) accredits San Air for asbestos fiber analysis. A comprehensive list of all samples taken from the subject property can be found in [Appendix C](#). Sample location diagrams are included within [Appendix D](#).

## 1.5 RESULTS

Chase has performed this ACM inspection in accordance with the scope of services as defined in this report. Our assessment has revealed the following positive asbestos results:

### POSITIVE ASBESTOS SAMPLE LOCATIONS AND RESULTS

Sample No.	Material / Description	Location	Result	Friability	Approx. Quantity*
BA-07A	Tan Window Glazing	Room 5	<b>2% Chrysotile</b>	NF	2,000 LF
BA-12A	White Fire Door Insulation	Room 4	<b>50% Chrysotile</b>	F	10 Ea.
BA-13A	Tan Light Fixture Insulation (Backing)	Hallway 1B	<b>80% Chrysotile</b>	F	15 SF
BA-16A	Tan 12x12" Floor Tile & Associated Black Mastic	Bathroom 1C	<b>2% Chrysotile - Floor Tile 4% Chrysotile - Mastic</b>	NF	1,200 SF
BA-17A	Tan 12x12" Floor Tile & Associated Black Mastic	Room 3	<b>2% Chrysotile - Floor Tile 4% Chrysotile - Mastic</b>	NF	Included Above
BA-18A	Beige 12x12" Floor Tile & Associated Black Mastic	Shower 1A	None Detected - Floor Tile <b>2% Chrysotile - Mastic</b>	NF	Included Above
BA-21A	Gray 12x12" Floor Tile & Associated Black Mastic	Room 1	None Detected - Floor Tile <b>2% Chrysotile - Mastic</b>	NF	Included Above

**RED** — Considered an ACM as defined by the EPA,

**NOTE:** Any quantity of asbestos >0% is regulated by OSHA.

A copy of the San Air Laboratory analytical results for the ACM assessment is included in [Appendix E](#).

## 1.6 FINDINGS & CONCLUSIONS

Chase Environmental Group has performed this ACM inspection at 337 East Main Street in Beattyville, Kentucky, Lee County, Kentucky according to the scope of services as defined previously in this report. Our assessment has revealed the following:

- ACM was indicated in the tan window glazing located throughout the subject property. All associated glazing is considered a Category II non-friable material with the potential to become friable. This material is considered a Regulated Asbestos Containing Material (RACM).
- ACM was indicated in the white insulation located within various fire doors throughout the interior of the subject property. All associated fire door insulation is in friable condition.
- ACM was indicated in the tan light fixture insulation (backing material) located throughout the interior of the subject property. All associated light fixture insulation is in friable condition.
- ACM was indicated in various colors of 12x12" floor tile and associated black mastic (exposed and below finished flooring) throughout the interior of the subject property. All

associated floor tile and mastic is in non-friable condition and is considered a Category I non-friable material.

## 1.7 RECOMMENDATIONS

Based upon the results of this assessment, Chase recommends the following:

ACM is subject to a variety of specific Federal, State and local regulatory requirements. The following summarizes the major regulatory requirements for asbestos:

- Care should be taken to keep all Category I non-friable ACM materials in non-friable condition through proper handling and maintenance. Removal is not required for Category 1 non-friable materials by the Region 4 Asbestos NESHAP (40 CFR Part 61 Subpart M) or the Kentucky Division for Air Quality prior to demolition unless the materials become RACM, as defined by the regulation, during the demolition activities. Any practice that will render a Category 1 non-friable material to become RACM should be expressly prohibited.
- If demolition practices that are anticipated to be utilized will render any Category I non-friable ACM to become RACM, abatement is required prior to said activities. ACM removal should occur in accordance with local, state, and federal regulations. Any/all defined quantities are estimates and must be field verified by the selected abatement contractor.
- All contractors and employees should be alerted to the presence and location of the identified and presumed ACM and hazards, in accordance with applicable Occupational and Safety Health Administration (OSHA) regulations.
- Various regulatory agencies (state and local) must be notified of any asbestos removal, repair, or demolition work prior to conducting said work. The licensed asbestos abatement contractor and/or the general contractor typically submits these notifications.
- All asbestos material must be disposed of in accordance with the Federal, State and Local asbestos regulations including, but not limited to, 40 CFR Part 61.
- Asbestos removal should be monitored to ensure that no asbestos is released into ambient air. Air monitoring must be performed in accordance with applicable regulations and potentially affected employees must be notified of any asbestos abatement work.
- A standardized specification for abatement should be established for the removal/demolition of asbestos containing materials identified at the referenced properties. It is recommend that a licensed asbestos designer develop the specification to address important issues including an accurate scope of work, regulatory requirements, insurance requirements, notification procedures, air sampling requirements and other pertinent information.

- If demolition or renovation to any areas outside AMEC's project scope is planned, it will be necessary to investigate and collect bulk samples in order to confirm the presence or absence of asbestos content.
- If concealed ACM is observed during future demolition or renovation activities, it will be necessary to investigate and collect bulk samples in order to confirm the presence or absence of asbestos content. Should potential ACM be discovered during activities that have not previously been sampled, all activities that disturb said material shall cease until the suspect materials have been sampled. If suspect asbestos is discovered during activities, the area shall be wetted, contained, doors sealed and a certified asbestos abatement contractor contacted to abate the material in accordance with federal, state, and local regulations.

Implementation of these recommendations will help ensure compliance with regulatory requirements.

## **2.0 LEAD-BASED PAINT INSPECTION**

### **2.1 BACKGROUND AND SITE SUMMARY**

Chase Environmental Group (Chase) has compiled this report following an inspection for lead-based paint (LBP) at 337 East Main Street in Beattyville, Kentucky. Chase has prepared this report for use by AMEC Foster Wheeler (AMEC) to outline identified environmental concerns associated with LBP at the subject property. A site location figure and selected site photographs are included as [Appendix A](#).

The site is currently unoccupied and is located in downtown Beattyville, Kentucky. The subject building is depicted on Figure 1 included in [Appendix A](#). The two-story structure consists of stone and block construction with a flat built-up roof system. The subject building was constructed in 1939 and is approximately 4,000 square feet in size.

Historic record reviews and owner/operator questionnaires were not part of this assessment. The on-site assessment was conducted on October 18, 2017. Many components including doors, windows, door frames, and window frames appeared to be original to the structure. The LBP inspection bulk paint chip sampling of painted components on the interior and exterior of the structure. Chase did not conduct dust sampling or soil sampling as part of this inspection. This report provides background information, limitations and exceptions, scope-of-work performed, assessment results, findings and conclusions, and recommendations.

### **2.2 LIMITATIONS AND EXCEPTIONS**

This inspection pertains directly to those areas observed and sampled within the subject property and the conclusions and recommendations of this report are based solely upon the conditions present at the facility during the sampling period. Only those areas accessible during the site visit including areas considered ‘typical’ of those conditions and materials found throughout the property structures were sampled for analysis. Analyses were limited to lead-based paint by laboratory analysis, as they existed during the time of the investigation, including damaged painted components, and probable lead painted components. This inspection was not conducted as a HUD or EPA lead-based paint inspection, but rather a general evaluation of the building for lead-based paint so conclusions on future use, or recommendations in regard to LBP during renovation activities, could be appropriately derived from the results of the sampling. Additional and potentially hazardous materials are likely located onsite, and were not investigated or sampled during this LBP inspection.

None of the work performed hereunder shall constitute or be represented as a legal opinion of any kind or nature, but shall be a representation of findings from the site visit. There are no warranties or guarantees, expressed or implied, included or intended by this report, except that it has been prepared in accordance with the current generally accepted practices and standards consistent with the level of care and skill exercised under similar circumstances by professional consultants or firms performing the same or similar services.

Changes in the condition of building and properties may occur with time due to either natural processes or human activities. The findings presented in this report are based on site conditions existing at the time of the investigation. Chase was unable to access certain areas within walls and ceilings; therefore, the potential exists for LBP to be present in these areas, which should be sampled, if needed, during renovation activities. This report was compiled for the sole use of AMEC. This report is not intended to be distributed or relied upon by third parties without the written permission of Chase.

### 2.3 SCOPE OF WORK

TriEco performed the following scope-of-work, which was based, in part, upon information provided by persons deemed knowledgeable of the property and our experience with similar projects.

Since LBP was potentially used during the time the structure was constructed and maintained, there is the potential that painted surfaces contain LBP. On October 18, 2017, Chase conducted an inspection of the subject property including analyzing locations throughout the structures where it is probable that LBP could have been used. The Environmental Protection Agency (EPA) uses a level 0.5% lead by weight in paint chip samples to determine if the lead level in paint is considered LBP. The inspection was performed by Christopher J. Stovall.

This LBP inspection involved the collection of paint chip samples for bulk analysis to determine the percentage by weight of lead content on painted surfaces.

Paint chip samples collected during the site visit were sent to San Air Technologies Laboratory (San Air) in Powhatan, Virginia under chain-of-custody protocols to be analysis by EPA Method SW846 7420. San Air is accredited for lead sample analysis through the Environmental Lead Laboratory Accreditation Program (ELLAP). Laboratory analytical results are included in [Appendix F](#).

### 2.4 RESULTS

A summary of LBP found above the US EPA guidelines of 0.5% lead by weight in paint chip samples are noted in the following table:

**LEAD PAINT CHIP SAMPLE LOCATIONS AND RESULTS**

Sample No.	Component	Location	Result (% By Weight)
L-11	White Concrete Foundation Paint	Exterior - Side A	1.8965%

### 2.5 FINDINGS AND CONCLUSIONS

Chase Environmental Group has performed this inspection for LBP at 337 East Main Street in Beattyville, Lee County, Kentucky in accordance with the scope of services as defined in this report. Our assessment has revealed the following:

- LBP, as defined by the US EPA, was detected on the exterior concrete foundation of the subject property.


## **2.6 RECOMMENDATIONS**

Based upon the results of this assessment, Chase recommends the following:

- If concealed paint is observed during renovation activities, it will be necessary to assume it to be LBP, or collect samples in order to confirm the presence or absence of LBP.
- If LBP is discovered during the course of demolition, it must be disposed of in accordance with the Federal, State and Local regulations. As required by the disposal facility, a toxicity characteristic leaching procedure (TCLP-lead) analysis of the demolition debris may be required in order to characterize the waste as hazardous or non-hazardous waste material. If the result of the analysis yields a lead level of greater than 5 parts per million (PPM), the waste is classified as hazardous waste and must be transported to a properly licensed and regulated hazardous waste treatment, storage, or disposal facility.

### 3.0 SIGNATURES AND QUALIFICATIONS OF ENVIRONMENTAL PROFESSIONALS

Prepared by:

  
\_\_\_\_\_  
Christopher J. Stovall  
Environmental Scientist

10/24/2017  
\_\_\_\_\_  
Date

Qualifications: Mr. Stovall is an Environmental Site Supervisor for TriEco and has more than eight years of environmental consulting and remediation experience. Mr. Stovall holds a bachelor's degree in Environmental Health Science from Eastern Kentucky University. Mr. Stovall's experience includes the characterization, profiling, coordination, and disposal of hazardous and nonhazardous waste. Mr. Stovall serves as one of TriEco's main site supervisors for oversight related to various local and governmental consulting contracts, and has experience managing soil, water, asbestos, and mold remediation projects

  
\_\_\_\_\_  
Suzanne Arnzen  
Project Manager

10/24/2017  
\_\_\_\_\_  
Date

Ms. Suzanne Arnzen is a Project Manager for TriEco and has over twelve years of experience in the environmental field. Ms. Arnzen holds a Bachelor's degree in Environmental Health Science. Ms. Arnzen's experience includes performing various hazardous materials assessments, asbestos containing materials assessments, lead based paint risk assessments, microbial assessments, and other various consulting services for commercial and governmental clients. Ms. Arnzen hold many certificates for environmental work in addition to being a KY certified lead based paint inspector, risk assessor, supervisor, and project designer; a KY certified asbestos inspector, supervisor, and project designer; and a certified mold inspector. She also has experience performing Phase I and Phase II Environmental Site Assessments for a wide variety of residential and commercial sites and has experience designing and managing soil, water, lead, asbestos, and mold remediation projects.

## **4.0 APPENDICES**

- 4.1 Appendix A: Site Location Figure & Selected Site Photographs
- 4.2 Appendix B: Asbestos Field Sample Logs
- 4.3 Appendix C: Asbestos Sample Location Diagrams
- 4.4 Appendix D: Asbestos License and Certifications
- 4.5 Appendix E: Asbestos Laboratory Analytical Results
- 4.6 Appendix F: Lead Laboratory Analytical Results

**APPENDIX A**

**SITE LOCATION FIGURE & SELECTED SITE  
PHOTOGRAPHS**



Figure 1

NTS

337 East Main Street – Beattyville, Kentucky 41311

October 18, 2017



1	DESCRIPTION	Exterior view of 'Side A' located at the subject property looking southwest.
	DATE	October 18, 2017



2	DESCRIPTION	View of the white lead-based paint located on the exterior foundation of the subject property.
	DATE	October 18, 2017



3	DESCRIPTION	View of the tan asbestos containing 12x12'' floor tile and associated black mastic within 'Room 3' (1 <sup>st</sup> Floor) of the subject property.
	DATE	October 18, 2017



4	DESCRIPTION	View of the tan asbestos containing 12x12'' floor tile and associated black mastic within the 'Dining Room' (2 <sup>nd</sup> Floor) of the subject property.
	DATE	October 18, 2017



5	DESCRIPTION	View of the asbestos containing window glazing located within 'Room 5' (1 <sup>st</sup> Floor) of the subject property.
	DATE	October 18, 2017



6	DESCRIPTION	View of the asbestos containing window glazing located within 'Bedroom 2B' (2 <sup>nd</sup> Floor) of the subject property.
	DATE	October 18, 2017



7	DESCRIPTION	View of the asbestos containing light fixture insulation located within 'Hallway 1B' (1 <sup>st</sup> Floor) of the subject property.
	DATE	October 18, 2017



8	DESCRIPTION	View of the asbestos containing fire door insulation located within 'Room 4' (1 <sup>st</sup> Floor) of the subject property.
	DATE	October 18, 2017

**APPENDIX B**  
**ASBESTOS FIELD SAMPLE LOGS**



**ASBESTOS BUILDING SURVEY SAMPLE LOG**

**FACILITY:** 337 Main Street - Beattyville, Kentucky

**BUILDING # / AREA:** Inspection – Interior

**DATE:** October 18, 2017

**PROJECT NO:** 291-17-C

SAMPLE #	DESCRIPTION	LOCATION
BA-01A	Gypsum Board Wall	1 <sup>st</sup> Floor - Room 3
BA-01B	Gypsum Board Wall	2 <sup>nd</sup> Floor - Kitchen
BA-01C	Gypsum Board Wall	2 <sup>nd</sup> Floor - Bathroom 2A
BA-02A	Gypsum Board Wall Tape & Mud	1 <sup>st</sup> Floor - Room 3
BA-02B	Gypsum Board Wall Tape & Mud	2 <sup>nd</sup> Floor - Kitchen
BA-02C	Gypsum Board Wall Tape & Mud	2 <sup>nd</sup> Floor - Bathroom 2A
BA-03A	Gypsum Board Ceiling	1 <sup>st</sup> Floor - Bathroom 1A
BA-03B	Gypsum Board Ceiling	2 <sup>nd</sup> Floor - Kitchen
BA-03C	Gypsum Board Ceiling	2 <sup>nd</sup> Floor - Living Room
BA-04A	Gypsum Board Ceiling Tape & Mud	1 <sup>st</sup> Floor - Bathroom 1A
BA-04B	Gypsum Board Ceiling Tape & Mud	2 <sup>nd</sup> Floor - Kitchen
BA-04C	Gypsum Board Ceiling Tape & Mud	2 <sup>nd</sup> Floor - Living Room
BA-05A	Tan Plaster Skim Coat	1 <sup>st</sup> Floor - Room 5
BA-05B	Tan Plaster Skim Coat	1 <sup>st</sup> Floor - Room 4
BA-05C	Tan Plaster Skim Coat	2 <sup>nd</sup> Floor - Room 8
BA-06A	Gray Plaster	1 <sup>st</sup> Floor - Room 5
BA-06B	Gray Plaster	1 <sup>st</sup> Floor - Room 4
BA-06C	Gray Plaster	2 <sup>nd</sup> Floor - Room 8
BA-07A	Tan Metal Window Glazing	1 <sup>st</sup> Floor - Room 5
BA-07B	Tan Metal Window Glazing	1 <sup>st</sup> Floor - Room 3
BA-07C	Tan Metal Window Glazing	2 <sup>nd</sup> Floor - Dining Room
BA-08A	Tan Window Frame Caulk @ Metal & Wood	2 <sup>nd</sup> Floor - Bedroom 2A
BA-08B	Tan Window Frame Caulk @ Metal & Wood	1 <sup>st</sup> Floor - Room 4
BA-09A	Tan HVAC Damper	1 <sup>st</sup> Floor - Furnace Room
BA-09B	Tan HVAC Damper	2 <sup>nd</sup> Floor - Utility/Electrical Room
BA-10A	Tan TSI Pipe Jacketing (Straight Runs)	1 <sup>st</sup> Floor - Furnace Room
BA-10B	Tan TSI Pipe Jacketing (Straight Runs)	2 <sup>nd</sup> Floor - Bedroom 2B
BA-11A	White TSI Pipe Mud (Elbows, Tees)	1 <sup>st</sup> Floor - Furnace Room
BA-11B	White TSI Pipe Mud (Elbows, Tees)	1 <sup>st</sup> Floor - Hallway 1B
BA-12A	White Fire Door Core Insulation	1 <sup>st</sup> Floor - Room 4
BA-12B	White Fire Door Core Insulation	1 <sup>st</sup> Floor - Furnace Room
BA-13A	Tan Light Fixture Insulation (Backing Material)	1 <sup>st</sup> Floor - Hallway 1B
BA-13B	Tan Light Fixture Insulation (Backing Material)	1 <sup>st</sup> Floor - Hallway 1B
BA-14A	White/Gray 2x4' Acoustical Ceiling Tile	1 <sup>st</sup> Floor - Hallway 1A
BA-14B	White/Gray 2x4' Acoustical Ceiling Tile	2 <sup>nd</sup> Floor - Room 8
BA-15A	Tan Interior Door Caulk @ Wood & Plaster	1 <sup>st</sup> Floor - Room 4
BA-15B	Tan Interior Door Caulk @ Wood & Plaster	1 <sup>st</sup> Floor - Room 5



## **ASBESTOS BUILDING SURVEY SAMPLE LOG**

**FACILITY:** 337 Main Street - Beattyville, Kentucky

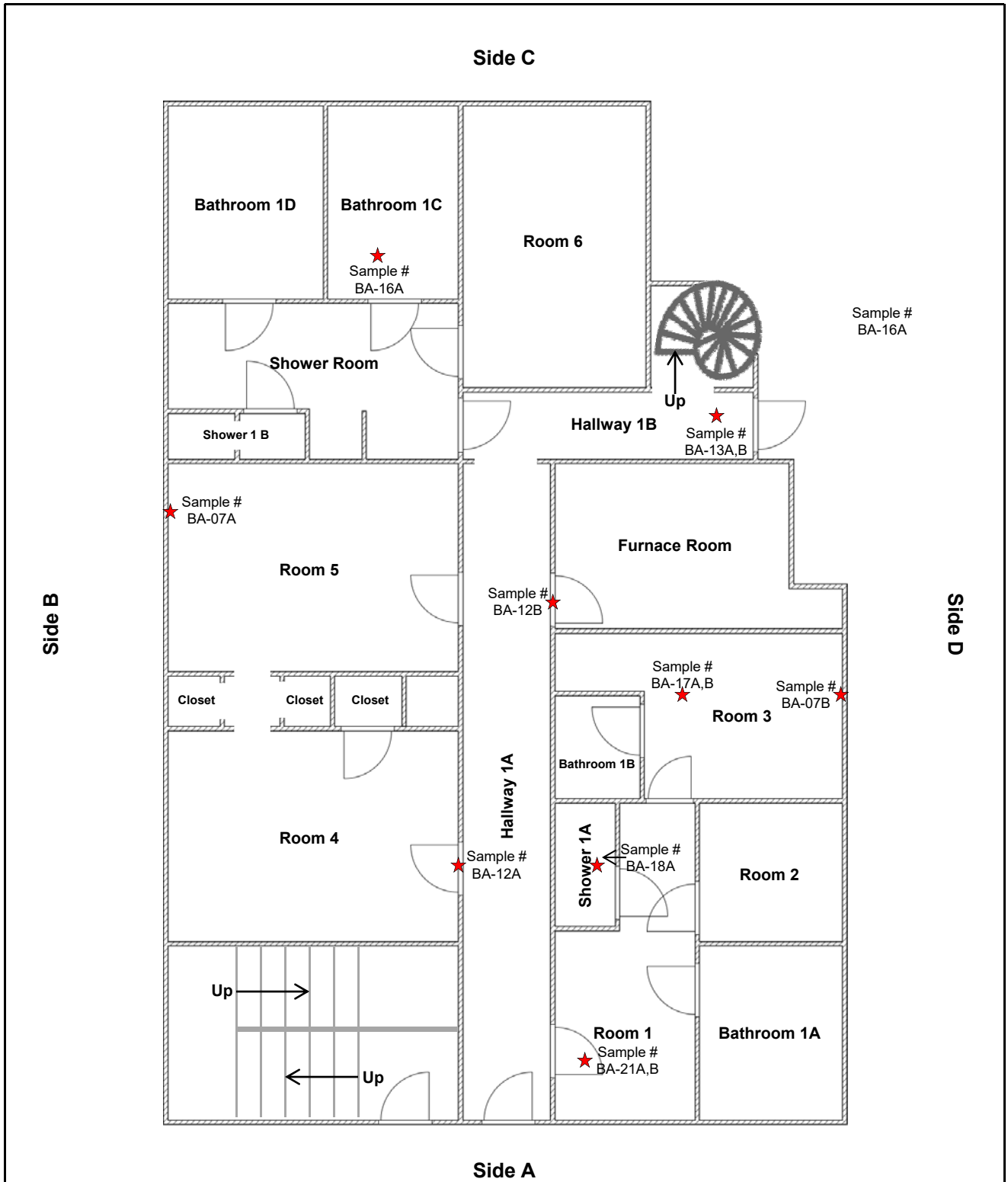
**BUILDING # / AREA:** Inspection – Interior (cont.)

**DATE:** October 18, 2017


**PROJECT NO:** 291-17-C

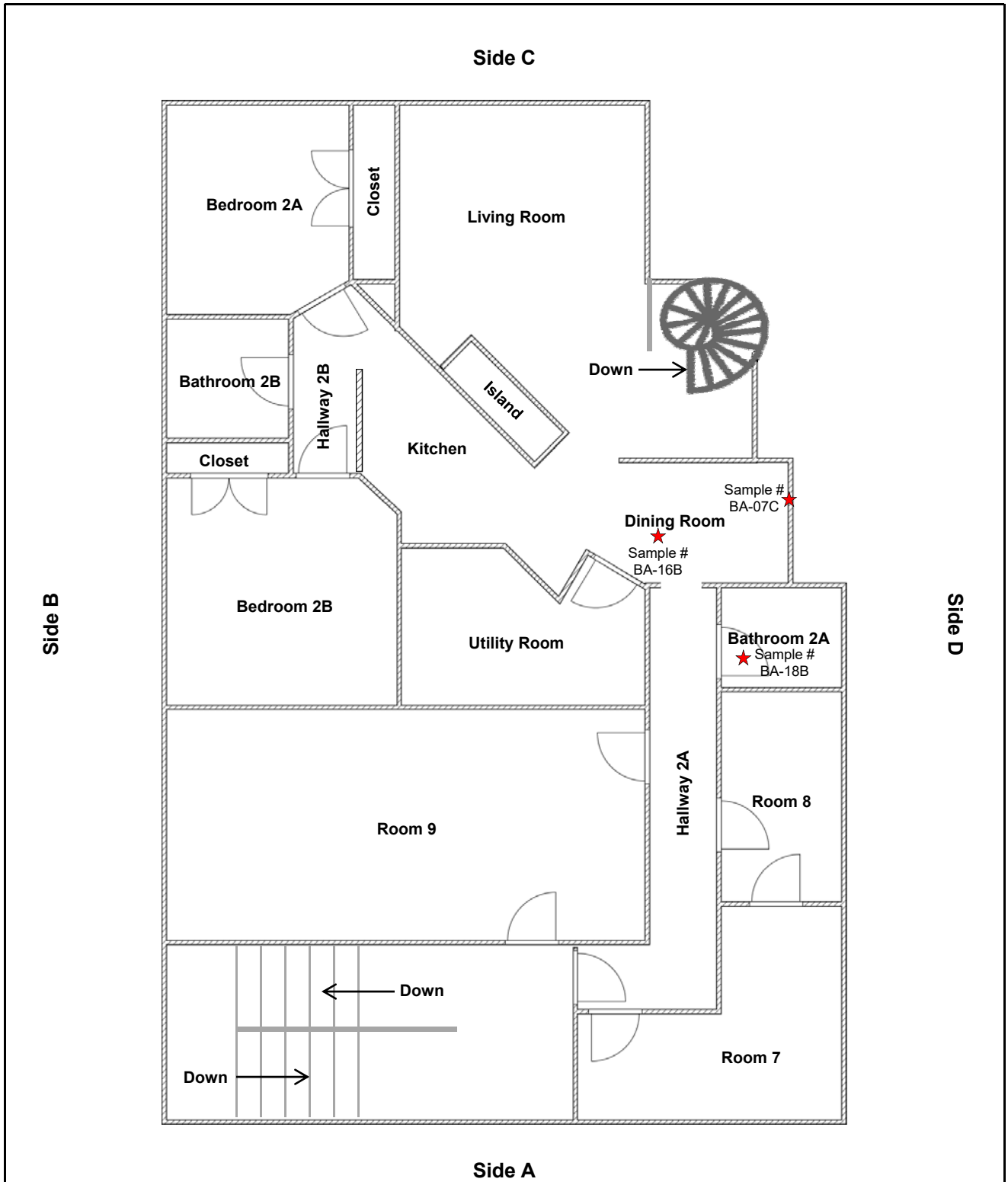
<b>SAMPLE #</b>	<b>DESCRIPTION</b>	<b>LOCATION</b>
BA-16A	Tan 12x12" VCT & Black Mastic (Lined)	1 <sup>st</sup> Floor - Bathroom 1C
BA-16B	Tan 12x12" VCT & Black Mastic (Lined)	2 <sup>nd</sup> Floor - Dining Room
BA-17A	Tan 12x12" VCT & Black Mastic (Specked)	1 <sup>st</sup> Floor - Room 3
BA-17B	Tan 12x12" VCT & Black Mastic (Specked)	1 <sup>st</sup> Floor - Room 3
BA-18A	Beige 12x12" VCT & Brown Mastic	1 <sup>st</sup> Floor - Shower 1A
BA-18B	Beige 12x12" VCT & Brown Mastic	2 <sup>nd</sup> Floor - Bathroom 2A
BA-19A	Mauve 12x12" VCT (No Visible Mastic)	1 <sup>st</sup> Floor - Bathroom 1B
BA-19B	Mauve 12x12" VCT (No Visible Mastic)	1 <sup>st</sup> Floor - Bathroom 1B
BA-20A	Tan Linoleum Flooring	2 <sup>nd</sup> Floor - Bathroom 2B
BA-20B	Tan Linoleum Flooring	2 <sup>nd</sup> Floor - Bathroom 2B
BA-21A	Light Gray 12x12" VCT & Black Mastic	1 <sup>st</sup> Floor - Room 1
BA-21B	Light Gray 12x12" VCT & Black Mastic	1 <sup>st</sup> Floor - Room 1
BA-22A	White Ceiling Texture Mud	2 <sup>nd</sup> Floor - Bedroom 2A
BA-22B	White Ceiling Texture Mud	2 <sup>nd</sup> Floor - Bedroom 2A

**APPENDIX C**  
**ASBESTOS SAMPLE LOCATION DIAGRAMS**




★ Positive Asbestos Sample

 N	Figure 2	<b>Interior – 1<sup>st</sup> Floor</b> 337 East Main Street – Beattyville, Kentucky
	NTS	October 18, 2017



★ Positive Asbestos Sample

 N	Figure 3	<b>Interior – 2<sup>nd</sup> Floor</b> 337 East Main Street – Beattyville, Kentucky
	NTS	October 18, 2017

**APPENDIX D**  
**ASBESTOS LICENSE AND CERTIFICATION**



MATTHEW G. BEVIN  
GOVERNOR

CHARLES G. SNAVELY  
SECRETARY

**ENERGY AND ENVIRONMENT CABINET**  
Department for Environmental Protection

Aaron B. Keatley  
COMMISSIONER

300 SOWER BOULEVARD  
FRANKFORT, KENTUCKY 40601

October 3, 2017

Mr. Christopher J. Stovall  
TRIECO, LLC  
7875 Castle Highway  
Pleasureville, KY 40057

**Asbestos Inspector**  
Number: **117-10-6864**  
Issued: **October 03, 2017**  
Expires: **August 25, 2018**

Dear Mr. Stovall:

This is to acknowledge receipt of your application for accreditation as an asbestos abatement professional. Your application has been approved and the above-referenced card is enclosed.

Initial accreditation fee is \$100.00 per person per discipline, except for abatement worker (\$20.00). Renewal fees for accreditations within one year of the expiration date are one-half of the initial fees. Renewals for accreditations expired over one year require the initial fee. There is a \$10.00 duplication charge to replace a lost card. Please also note that the expiration date on your license is determined by the expiration date on the training certificate submitted with your application.

When submitting application packets, please note the following:

- do not staple any of the application materials;
- make sure to fill out the application completely, including your signature; and
- include current proof of training for the discipline(s) for which you are applying

If you have any questions regarding this matter, please call our office at (502) 782-6717.

**Commonwealth of Kentucky**  
Department for Environmental Protection  
Division for Air Quality

**Christopher J. Stovall**  
Has met the requirements of 401 KAR 58:005 and is accredited as an:

**Asbestos Inspector**

Accreditation Number: **117-10-6864**  
Issue Date: **10/3/2017**  
Expiration Date: **8/25/2018**

Sincerely,

*Emma Moreo*  
Emma Moreo  
Field Support Section  
Field Operations Branch

Kentucky



An Equal Opportunity Employer M/F/D

**APPENDIX E**

**ASBESTOS LABORATORY ANALYTICAL RESULTS**

# SanAir Technologies Laboratory

## Analysis Report

prepared for

## Chase Environmental Group

Report Date: 10/20/2017  
Project Name: 337 Main Street -  
Beattyville, KY  
Project #: 291-17-C  
SanAir ID#: 17042301



NVLAP LAB CODE 200870-0



Certification # 652931



License # LAB0166



804.897.1177

[www.sanair.com](http://www.sanair.com)



# SanAir Technologies Laboratory, Inc.

1551 Oakbridge Drive, Suite B, Powhatan, VA 23139  
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Web: <http://www.sanair.com> E-mail: [iaq@sanair.com](mailto:iaq@sanair.com)

**Chase Environmental Group  
11450 Watterson Court  
Louisville, KY 40299**

October 20, 2017

SanAir ID # 17042301  
Project Name: 337 Main Street - Beattyville, KY  
Project Number: 291-17-C

Dear Chris Stovall,

We at SanAir would like to thank you for the work you recently submitted. The 51 sample(s) were received on Friday, October 20, 2017 via FedEx. The final report(s) is enclosed for the following sample(s): BA-01A, BA-01B, BA-01C, BA-02A, BA-02B, BA-02C, BA-03A, BA-03B, BA-03C, BA-04A, BA-04B, BA-04C, BA-05A, BA-05B, BA-05C, BA-06A, BA-06B, BA-06C, BA-07A, BA-07B, BA-07C, BA-08A, BA-08B, BA-09A, BA-09B, BA-10A, BA-10B, BA-11A, BA-11B, BA-12A, BA-12B, BA-13A, BA-13B, BA-14A, BA-14B, BA-15A, BA-15B, BA-16A, BA-16B, BA-17A, BA-17B, BA-18A, BA-18B, BA-19A, BA-19B, BA-20A, BA-20B, BA-21A, BA-21B, BA-22A, BA-22B.

These results only pertain to this job and should not be used in the interpretation of any other job. This report is only complete in its entirety. Refer to the listing below of the pages included in a complete final report.

Sincerely,

Sandra Sobrino  
Asbestos & Materials Laboratory Manager  
SanAir Technologies Laboratory

Final Report Includes:

- Cover Letter
- Analysis Pages
- Disclaimers and Additional Information

sample conditions:

1 sample(s) in Discrepancy w/ COC condition      50 sample(s) in Good condition



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SanAir ID Number

**17042301**

FINAL REPORT

**Name:** Chase Environmental Group  
**Address:** 11450 Watterson Court  
Louisville, KY 40299

**Project Number:** 291-17-C  
**P.O. Number:**  
**Project Name:** 337 Main Street - Beattyville, KY

**Collected Date:** 10/18/2017  
**Received Date:** 10/20/2017 11:10:00 AM  
**Report Date:** 10/20/2017 3:03:43 PM  
**Analyst:** Steiner, Tara  
Toth, Elizabeth  
Childress, Susan  
Wilson, Johnathan

## Asbestos Bulk PLM EPA 600/R-93/116

SanAir ID / Description	Stereoscopic Appearance	Components		Asbestos Fibers
		% Fibrous	% Non-Fibrous	
BA-01A / 17042301-001 Gypsum Board Wall 1st Floor - Room 3, Gypsum	White Non-Fibrous Homogeneous	10% Cellulose	90% Other	None Detected
BA-01A / 17042301-001 Gypsum Board Wall 1st Floor - Room 3, Texture	White Non-Fibrous Homogeneous		100% Other	None Detected

SanAir ID / Description	Stereoscopic Appearance	Components		Asbestos Fibers
		% Fibrous	% Non-Fibrous	
BA-01B / 17042301-002 Gypsum Board Wall 2nd Floor - Kitchen, Gypsum	White Non-Fibrous Homogeneous	10% Cellulose	90% Other	None Detected
BA-01B / 17042301-002 Gypsum Board Wall 2nd Floor - Kitchen, Texture	Tan Non-Fibrous Homogeneous		100% Other	None Detected

SanAir ID / Description	Stereoscopic Appearance	Components		Asbestos Fibers
		% Fibrous	% Non-Fibrous	
BA-01C / 17042301-003 Gypsum Board Wall 2nd Floor - Bathroom 2A, Gypsum	White Non-Fibrous Homogeneous	10% Cellulose	90% Other	None Detected
BA-01C / 17042301-003 Gypsum Board Wall 2nd Floor - Bathroom 2A, Texture	White Non-Fibrous Homogeneous		100% Other	None Detected

SanAir ID / Description	Stereoscopic Appearance	Components		Asbestos Fibers
		% Fibrous	% Non-Fibrous	
BA-02A / 17042301-004 Gypsum Board Wall Tape & Mud 1st Floor - Room 3, Tape	White Fibrous Homogeneous	95% Cellulose	5% Other	None Detected
BA-02A / 17042301-004 Gypsum Board Wall Tape & Mud 1st Floor - Room 3, Mud	White Non-Fibrous Homogeneous	2% Cellulose	98% Other	None Detected

### Certification

Analyst:

Analysis Date: 10/20/2017

Approved Signatory:

Date: 10/20/2017



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**Analyst:** Steiner, Tara  
Toth, Elizabeth  
Childress, Susan  
Wilson, Johnathan

## Asbestos Bulk PLM EPA 600/R-93/116

SanAir ID / Description	Stereoscopic Appearance	Components		Asbestos Fibers
		% Fibrous	% Non-Fibrous	
BA-02B / 17042301-005 Gypsum Board Wall Tape & Mud 2nd Floor - Kitchen, Tape	White Fibrous Homogeneous	95% Cellulose	5% Other	None Detected
BA-02B / 17042301-005 Gypsum Board Wall Tape & Mud 2nd Floor - Kitchen, Mud	White Non-Fibrous Homogeneous	2% Cellulose	98% Other	None Detected

SanAir ID / Description	Stereoscopic Appearance	Components		Asbestos Fibers
		% Fibrous	% Non-Fibrous	
BA-02C / 17042301-006 Gypsum Board Wall Tape & Mud 2nd Floor - Bathroom 2A, Tape	White Fibrous Homogeneous	95% Cellulose	5% Other	None Detected
BA-02C / 17042301-006 Gypsum Board Wall Tape & Mud 2nd Floor - Bathroom 2A, Mud	White Non-Fibrous Homogeneous	2% Cellulose	98% Other	None Detected

SanAir ID / Description	Stereoscopic Appearance	Components		Asbestos Fibers
		% Fibrous	% Non-Fibrous	
BA-03A / 17042301-007 Gypsum Board Ceiling 1st Floor - Bathroom 1A	White Non-Fibrous Homogeneous	15% Cellulose	85% Other	None Detected

SanAir ID / Description	Stereoscopic Appearance	Components		Asbestos Fibers
		% Fibrous	% Non-Fibrous	
BA-03B / 17042301-008 Gypsum Board Ceiling 2nd Floor - Kitchen	White Non-Fibrous Homogeneous	15% Cellulose	85% Other	None Detected

SanAir ID / Description	Stereoscopic Appearance	Components		Asbestos Fibers
		% Fibrous	% Non-Fibrous	
BA-03C / 17042301-009 Gypsum Board Ceiling 2nd Floor - Living Room	White Non-Fibrous Homogeneous	15% Cellulose	85% Other	None Detected

### Certification

Analyst:

Analysis Date: 10/20/2017

Approved Signatory:

Date: 10/20/2017



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**Analyst:** Steiner, Tara  
Toth, Elizabeth  
Childress, Susan  
Wilson, Johnathan

## Asbestos Bulk PLM EPA 600/R-93/116

SanAir ID / Description	Stereoscopic Appearance	Components		Asbestos Fibers
		% Fibrous	% Non-Fibrous	
BA-04A / 17042301-010 Gypsum Board Ceiling Tape & Mud 1st Floor - Bathroom 1A, Tape	White Fibrous Homogeneous	95% Cellulose	5% Other	None Detected
BA-04A / 17042301-010 Gypsum Board Ceiling Tape & Mud 1st Floor - Bathroom 1A, Mud	White Non-Fibrous Homogeneous	2% Cellulose	98% Other	None Detected

SanAir ID / Description	Stereoscopic Appearance	Components		Asbestos Fibers
		% Fibrous	% Non-Fibrous	
BA-04B / 17042301-011 Gypsum Board Ceiling Tape & Mud 2nd Floor - Kitchen, Tape	White Fibrous Homogeneous	95% Cellulose	5% Other	None Detected
BA-04B / 17042301-011 Gypsum Board Ceiling Tape & Mud 2nd Floor - Kitchen, Mud	White Non-Fibrous Homogeneous	2% Cellulose	98% Other	None Detected

SanAir ID / Description	Stereoscopic Appearance	Components		Asbestos Fibers
		% Fibrous	% Non-Fibrous	
BA-04C / 17042301-012 Gypsum Board Ceiling Tape & Mud 2nd Floor - Living Room, Tape	White Fibrous Homogeneous	95% Cellulose	5% Other	None Detected
BA-04C / 17042301-012 Gypsum Board Ceiling Tape & Mud 2nd Floor - Living Room, Mud	White Non-Fibrous Homogeneous	2% Cellulose	98% Other	None Detected

SanAir ID / Description	Stereoscopic Appearance	Components		Asbestos Fibers
		% Fibrous	% Non-Fibrous	
BA-05A / 17042301-013 Plaster Skim Coat 1st Floor - Room 5	Tan Non-Fibrous Heterogeneous		100% Other	None Detected

SanAir ID / Description	Stereoscopic Appearance	Components		Asbestos Fibers
		% Fibrous	% Non-Fibrous	
BA-05B / 17042301-014 Plaster Skim Coat 1st Floor - Room 4	Tan Non-Fibrous Heterogeneous		100% Other	None Detected

### Certification

Analyst:

Analysis Date: 10/20/2017

Approved Signatory:

Date: 10/20/2017



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SanAir ID Number

**17042301**

FINAL REPORT

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**P.O. Number:**  
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**Analyst:** Steiner, Tara  
Toth, Elizabeth  
Childress, Susan  
Wilson, Johnathan

## Asbestos Bulk PLM EPA 600/R-93/116

SanAir ID / Description	Stereoscopic Appearance	% Fibrous	Components		Asbestos Fibers
			% Non-Fibrous		
BA-05C / 17042301-015 Plaster Skim Coat 2nd Floor - Room 8	Tan Non-Fibrous Heterogeneous		100% Other		None Detected

SanAir ID / Description	Stereoscopic Appearance	% Fibrous	Components		Asbestos Fibers
			% Non-Fibrous		
BA-06A / 17042301-016 Plaster 1st Floor - Room 5	Grey Non-Fibrous Homogeneous		100% Other		None Detected

SanAir ID / Description	Stereoscopic Appearance	% Fibrous	Components		Asbestos Fibers
			% Non-Fibrous		
BA-06B / 17042301-017 Plaster 1st Floor - Room 4	Grey Non-Fibrous Homogeneous		100% Other		None Detected

SanAir ID / Description	Stereoscopic Appearance	% Fibrous	Components		Asbestos Fibers
			% Non-Fibrous		
BA-06C / 17042301-018 Plaster 2nd Floor - Room 8	Grey Non-Fibrous Homogeneous		100% Other		None Detected

SanAir ID / Description	Stereoscopic Appearance	% Fibrous	Components		Asbestos Fibers
			% Non-Fibrous		
BA-07A / 17042301-019 Metal Window Glazing 1st Floor - Room 5	Tan Non-Fibrous Homogeneous		98% Other		2% Chrysotile

SanAir ID / Description	Stereoscopic Appearance	% Fibrous	Components		Asbestos Fibers
			% Non-Fibrous		
BA-07B / 17042301-020 Metal Window Glazing 1st Floor - Room 3					Not Analyzed

### Certification

Analyst:

Analysis Date: 10/20/2017

Approved Signatory:

Date: 10/20/2017



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SanAir ID Number

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**Collected Date:** 10/18/2017  
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**Analyst:** Steiner, Tara  
Toth, Elizabeth  
Childress, Susan  
Wilson, Johnathan

## Asbestos Bulk PLM EPA 600/R-93/116

SanAir ID / Description	Stereoscopic Appearance	% Fibrous	Components		Asbestos Fibers
			% Non-Fibrous		
BA-07C / 17042301-021 Metal Window Glazing 2nd Floor - Dining Room					Not Analyzed

SanAir ID / Description	Stereoscopic Appearance	% Fibrous	Components		Asbestos Fibers
			% Non-Fibrous		
BA-08A / 17042301-022 Window Frame Caulk @ Metal & Wood 2nd Floor - Bedroom 2A	Tan Non-Fibrous Heterogeneous		100% Other		None Detected

SanAir ID / Description	Stereoscopic Appearance	% Fibrous	Components		Asbestos Fibers
			% Non-Fibrous		
BA-08B / 17042301-023 Window Frame Caulk @ Metal & Wood 1st Floor - Room 4, Plaster	Off-White Non-Fibrous Heterogeneous	< 1% Hair	100% Other		None Detected

SanAir ID / Description	Stereoscopic Appearance	% Fibrous	Components		Asbestos Fibers
			% Non-Fibrous		
BA-09A / 17042301-024 HVAC Damper 1st Floor - Furnace Room	Tan Fibrous Heterogeneous	60% Glass	40% Other		None Detected

SanAir ID / Description	Stereoscopic Appearance	% Fibrous	Components		Asbestos Fibers
			% Non-Fibrous		
BA-09B / 17042301-025 HVAC Damper 2nd Floor - Utility/ Electrical Room	Tan Fibrous Heterogeneous	60% Glass	40% Other		None Detected

SanAir ID / Description	Stereoscopic Appearance	% Fibrous	Components		Asbestos Fibers
			% Non-Fibrous		
BA-10A / 17042301-026 TSI Pipe Jacketing (Straight Runs) 1st Floor - Furnace Room	Tan Fibrous Heterogeneous	30% Cellulose 40% Glass	30% Other		None Detected

### Certification

Analyst:

Analysis Date: 10/20/2017

Approved Signatory:

Date: 10/20/2017



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SanAir ID Number

**17042301**

FINAL REPORT

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Louisville, KY 40299

**Project Number:** 291-17-C  
**P.O. Number:**  
**Project Name:** 337 Main Street - Beattyville, KY

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**Report Date:** 10/20/2017 3:03:43 PM  
**Analyst:** Steiner, Tara  
Toth, Elizabeth  
Childress, Susan  
Wilson, Johnathan

## Asbestos Bulk PLM EPA 600/R-93/116

SanAir ID / Description	Stereoscopic Appearance	Components		Asbestos Fibers
		% Fibrous	% Non-Fibrous	
BA-10B / 17042301-027 TSI Pipe Jacketing (Straight Runs) 2nd Floor - Bedroom 2B	Tan Fibrous Heterogeneous	30% Cellulose 40% Glass	30% Other	None Detected

SanAir ID / Description	Stereoscopic Appearance	Components		Asbestos Fibers
		% Fibrous	% Non-Fibrous	
BA-11A / 17042301-028 TSI Pipe Mud (Elbows, Tees) 1st Floor - Furnace Room	White Non-Fibrous Homogeneous	10% Glass 5% Cellulose 3% Min. Wool	82% Other	None Detected

SanAir ID / Description	Stereoscopic Appearance	Components		Asbestos Fibers
		% Fibrous	% Non-Fibrous	
BA-11B / 17042301-029 TSI Pipe Mud (Elbows, Tees) 1st Floor - Hallway 1B	White Non-Fibrous Homogeneous	10% Glass 5% Cellulose 3% Min. Wool	82% Other	None Detected

SanAir ID / Description	Stereoscopic Appearance	Components		Asbestos Fibers
		% Fibrous	% Non-Fibrous	
BA-12A / 17042301-030 Fire Door Core Insulation 1st Floor - Room 4	White Fibrous Heterogeneous	5% Cellulose	45% Other	50% Chrysotile

SanAir ID / Description	Stereoscopic Appearance	Components		Asbestos Fibers
		% Fibrous	% Non-Fibrous	
BA-12B / 17042301-031 Fire Door Core Insulation 1st Floor - Furnace Room				Not Analyzed

SanAir ID / Description	Stereoscopic Appearance	Components		Asbestos Fibers
		% Fibrous	% Non-Fibrous	
BA-13A / 17042301-032 Light Fixture Insulation (Backing Material) 1st Floor	White Non-Fibrous Heterogeneous	10% Cellulose	10% Other	80% Chrysotile

### Certification

Analyst: 

Analysis Date: 10/20/2017

Approved Signatory: 

Date: 10/20/2017



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**Received Date:** 10/20/2017 11:10:00 AM  
**Report Date:** 10/20/2017 3:03:43 PM  
**Analyst:** Steiner, Tara  
Toth, Elizabeth  
Childress, Susan  
Wilson, Johnathan

## Asbestos Bulk PLM EPA 600/R-93/116

SanAir ID / Description	Stereoscopic Appearance	Components		Asbestos Fibers
		% Fibrous	% Non-Fibrous	
BA-13B / 17042301-033 Light Fixture Insulation (Backing Material) 1st Floor				Not Analyzed

SanAir ID / Description	Stereoscopic Appearance	Components		Asbestos Fibers
		% Fibrous	% Non-Fibrous	
BA-14A / 17042301-034 2x4' Acoustical Ceiling Tile 1st Floor - Hallway 1A	Beige Fibrous Homogeneous	40% Cellulose 30% Min. Wool	30% Other	None Detected

SanAir ID / Description	Stereoscopic Appearance	Components		Asbestos Fibers
		% Fibrous	% Non-Fibrous	
BA-14B / 17042301-035 2x4' Acoustical Ceiling Tile 2nd Floor - Room 8	Beige Fibrous Homogeneous	50% Min. Wool 30% Cellulose	20% Other	None Detected

SanAir ID / Description	Stereoscopic Appearance	Components		Asbestos Fibers
		% Fibrous	% Non-Fibrous	
BA-15A / 17042301-036 Interior Door Caulk @ Wood & Plaster 1st Floor - Room 4	White Non-Fibrous Homogeneous		100% Other	None Detected

SanAir ID / Description	Stereoscopic Appearance	Components		Asbestos Fibers
		% Fibrous	% Non-Fibrous	
BA-15B / 17042301-037 Interior Door Caulk @ Wood & Plaster 1st Floor - Room 5	White Non-Fibrous Homogeneous		100% Other	None Detected

SanAir ID / Description	Stereoscopic Appearance	Components		Asbestos Fibers
		% Fibrous	% Non-Fibrous	
BA-16A / 17042301-038 12x12" VCT & Mastic 1st Floor - Bathroom 1C, Floor Tile	Tan Non-Fibrous Homogeneous		98% Other	2% Chrysotile
BA-16A / 17042301-038 12x12" VCT & Mastic 1st Floor - Bathroom 1C, Mastic	Black Non-Fibrous Homogeneous	3% Cellulose	93% Other	4% Chrysotile

### Certification

Analyst:

Analysis Date: 10/20/2017

Approved Signatory:

Date: 10/20/2017



# SanAir Technologies Laboratory, Inc.

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Web: <http://www.sanair.com> E-mail: [iaq@sanair.com](mailto:iaq@sanair.com)

SanAir ID Number

**17042301**

FINAL REPORT

**Name:** Chase Environmental Group  
**Address:** 11450 Watterson Court  
Louisville, KY 40299

**Project Number:** 291-17-C  
**P.O. Number:**  
**Project Name:** 337 Main Street - Beattyville, KY

**Collected Date:** 10/18/2017  
**Received Date:** 10/20/2017 11:10:00 AM  
**Report Date:** 10/20/2017 3:03:43 PM  
**Analyst:** Steiner, Tara  
Toth, Elizabeth  
Childress, Susan  
Wilson, Johnathan

## Asbestos Bulk PLM EPA 600/R-93/116

SanAir ID / Description	Stereoscopic Appearance	% Fibrous	Components		Asbestos Fibers
			% Non-Fibrous		
BA-16B / 17042301-039 12x12" VCT & Mastic 2nd Floor - Dining Room					Not Analyzed

SanAir ID / Description	Stereoscopic Appearance	% Fibrous	Components		Asbestos Fibers
			% Non-Fibrous		
BA-17A / 17042301-040 12x12" VCT & Mastic 1st Floor - Room 3, Floor Tile	Tan Non-Fibrous Homogeneous		98% Other		2% Chrysotile
BA-17A / 17042301-040 12x12" VCT & Mastic 1st Floor - Room 3, Mastic	Black Non-Fibrous Homogeneous		96% Other		4% Chrysotile

SanAir ID / Description	Stereoscopic Appearance	% Fibrous	Components		Asbestos Fibers
			% Non-Fibrous		
BA-17B / 17042301-041 12x12" VCT & Mastic 1st Floor - Room 3					Not Analyzed

SanAir ID / Description	Stereoscopic Appearance	% Fibrous	Components		Asbestos Fibers
			% Non-Fibrous		
BA-18A / 17042301-042 12x12" VCT & Mastic 1st Floor - Shower 1A, Floor Tile	Beige Non-Fibrous Homogeneous		100% Other		None Detected
BA-18A / 17042301-042 12x12" VCT & Mastic 1st Floor - Shower 1A, Mastic	Black Non-Fibrous Homogeneous		98% Other		2% Chrysotile

SanAir ID / Description	Stereoscopic Appearance	% Fibrous	Components		Asbestos Fibers
			% Non-Fibrous		
BA-18B / 17042301-043 12x12" VCT & Mastic 2nd Floor - Bathroom 2A, Floor Tile	Beige Non-Fibrous Homogeneous		100% Other		None Detected
BA-18B / 17042301-043 12x12" VCT & Mastic 2nd Floor - Bathroom 2A, Mastic					Not Analyzed

### Certification

Analyst:

Analysis Date: 10/20/2017

Approved Signatory:

Date: 10/20/2017



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SanAir ID Number

**17042301**

FINAL REPORT

**Name:** Chase Environmental Group  
**Address:** 11450 Watterson Court  
Louisville, KY 40299

**Project Number:** 291-17-C  
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**Analyst:** Steiner, Tara  
Toth, Elizabeth  
Childress, Susan  
Wilson, Johnathan

## Asbestos Bulk PLM EPA 600/R-93/116

SanAir ID / Description	Stereoscopic Appearance	Components		Asbestos Fibers
		% Fibrous	% Non-Fibrous	
BA-19A / 17042301-044 12x12" VCT 1st Floor - Bathroom 1B	Mauve Non-Fibrous Homogeneous	100%	Other	None Detected

SanAir ID / Description	Stereoscopic Appearance	Components		Asbestos Fibers
		% Fibrous	% Non-Fibrous	
BA-19B / 17042301-045 12x12" VCT 1st Floor - Bathroom 1B	Mauve Non-Fibrous Homogeneous	100%	Other	None Detected

SanAir ID / Description	Stereoscopic Appearance	Components		Asbestos Fibers
		% Fibrous	% Non-Fibrous	
BA-20A / 17042301-046 Linoleum Flooring 2nd Floor - Bathroom 2B	Tan Non-Fibrous Homogeneous	15% Cellulose	85% Other	None Detected

SanAir ID / Description	Stereoscopic Appearance	Components		Asbestos Fibers
		% Fibrous	% Non-Fibrous	
BA-20B / 17042301-047 Linoleum Flooring 2nd Floor - Bathroom 2B	Tan Non-Fibrous Homogeneous	15% Cellulose	85% Other	None Detected

SanAir ID / Description	Stereoscopic Appearance	Components		Asbestos Fibers
		% Fibrous	% Non-Fibrous	
BA-21A / 17042301-048 12x12" VCT & Mastic 1st Floor - Room 1, Vinyl Tile	Grey Non-Fibrous Homogeneous		100% Other	None Detected
BA-21A / 17042301-048 12x12" VCT & Mastic 1st Floor - Room 1, Mastic	Various Non-Fibrous Homogeneous		98% Other	2% Chrysotile

SanAir ID / Description	Stereoscopic Appearance	Components		Asbestos Fibers
		% Fibrous	% Non-Fibrous	
BA-21B / 17042301-049 12x12" VCT & Mastic 1st Floor - Room 1, Vinyl Tile	Grey Non-Fibrous Homogeneous		100% Other	None Detected
BA-21B / 17042301-049 12x12" VCT & Mastic 1st Floor - Room 1, Mastic				Not Analyzed

### Certification

Analyst:

Analysis Date: 10/20/2017

Approved Signatory:

Date: 10/20/2017



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SanAir ID Number

## 17042301

FINAL REPORT

**Name:** Chase Environmental Group  
**Address:** 11450 Watterson Court  
Louisville, KY 40299

**Project Number:** 291-17-C  
**P.O. Number:**  
**Project Name:** 337 Main Street - Beattyville, KY

**Collected Date:** 10/18/2017  
**Received Date:** 10/20/2017 11:10:00 AM  
**Report Date:** 10/20/2017 3:03:43 PM  
**Analyst:** Steiner, Tara  
Toth, Elizabeth  
Childress, Susan  
Wilson, Johnathan

## Asbestos Bulk PLM EPA 600/R-93/116

SanAir ID / Description	Stereoscopic Appearance	Components		Asbestos Fibers
		% Fibrous	% Non-Fibrous	
BA-22A / 17042301-050 Ceiling Texture Mud 2nd Floor - Bedroom 2A	White Non-Fibrous Homogeneous		100% Other	None Detected

SanAir ID / Description	Stereoscopic Appearance	Components		Asbestos Fibers
		% Fibrous	% Non-Fibrous	
BA-22B / 17042301-051 Ceiling Texture Mud 2nd Floor - Bedroom 2A	White Non-Fibrous Homogeneous		100% Other	None Detected

### Certification

Analyst: 

Analysis Date: 10/20/2017

Approved Signatory: 

Date: 10/20/2017

### **Disclaimer**

The final report cannot be reproduced, except in full, without written authorization from SanAir. Fibers smaller than 5 microns cannot be seen with this method due to scope limitations. The accuracy of the results is dependent upon the client's sampling procedure and information provided to the laboratory by the client. SanAir assumes no responsibility for the sampling procedure and will provide evaluation reports based solely on the sample and information provided by the client. This report may not be used by the client to claim product endorsement by NVLAP or any other agency of the U.S. government.

For NY state samples, method EPA 600/M4-82-020 is performed.

Polarized- light microscopy is not consistently reliable in detecting asbestos in floor covering and similar non-friable organically bound materials. Quantitative transmission electron microscopy is currently the only method that can be used to determine if this material can be considered or treated as non-asbestos containing.

NY ELAP lab ID 11983



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 Fax 804-897-0070  
 www.sanair.com

**Asbestos  
 Chain of Custody**

SanAir ID Number  
 17042301

Company: Chase Environmental		Project #: 291-17-C	Collected by: Chris Stovall
Address: 11450 Watterson Court		Project Name: 337 Main Street - Beattyville, KY	Phone #: 502-553-9336
City, St., Zip: Louisville, KY 40299		Date Collected: 10/18/2017	Fax #: -
State of Collection: KY	Account#: 2489	P.O. Number: -	Email: samzen@cmecenvironmental.com

Bulk			Air			Soil/Vermiculite		
ABB	PLM EPA 600/R-93/116	<input checked="" type="checkbox"/>	ABA	PCM NIOSH 7400	<input type="checkbox"/>	ABSE	PLM EPA 600/R-93/116 (Qual.)	<input type="checkbox"/>
	Positive Stop	<input checked="" type="checkbox"/>	ABA-2	OSHA w/ TWA*	<input type="checkbox"/>	ABSP	PLM CARB 435 (LOD <1%)	<input type="checkbox"/>
ABEPA	PLM EPA 400 Point Count	<input type="checkbox"/>	ABTEM	TEM AHERA	<input type="checkbox"/>	ABSP1	PLM CARB 435 (LOD 0.25%)	<input type="checkbox"/>
ABB1K	PLM EPA 1000 Point Count	<input type="checkbox"/>	ABATN	TEM NIOSH 7402	<input type="checkbox"/>	ABSP2	PLM CARB 435 (LOD 0.1%)	<input type="checkbox"/>
ABBEN	PLM EPA NOB	<input type="checkbox"/>	ABT2	TEM Level II	<input type="checkbox"/>			
ABBCH	TEM Chatfield	<input type="checkbox"/>						
ABBTM	TEM EPA NOB	<input type="checkbox"/>						
Water			New York ELAP			Dust		
ABHE	EPA 100.2	<input type="checkbox"/>	PLM NY	PLM DO@600/M4,82,020	<input type="checkbox"/>	ABWA	TEM Wipe ASTM D-6480	<input type="checkbox"/>
			ABEPA2	NY ELAP 198.1	<input type="checkbox"/>	ABDMV	TEM Microvac ASTM D-5755	<input type="checkbox"/>
			ABENY	NY ELAP 198.6 PLM NOB	<input type="checkbox"/>			
			ABBNY	NY ELAP 198.4 TEM NOB	<input type="checkbox"/>	Matrix	Other	<input type="checkbox"/>

Turn Around Times	3 HR (4 HR TEM) <input type="checkbox"/>	6 HR (8HR TEM) <input checked="" type="checkbox"/>	12 HR <input type="checkbox"/>	24 HR <input type="checkbox"/>
	2 Days <input type="checkbox"/>	3 Days <input type="checkbox"/>	4 Days <input type="checkbox"/>	5 Days <input type="checkbox"/>

**Special Instructions**

Sample #	Sample Identification/Location	Volume or Area	Sample Type	Flow Rate*	Time* Start - Stop
	***PLEASE SEE ATTACHED SAMPLE LOG***				

Relinquished by	Date	Time	Received by	Date	Time
CJS	10/20/2017	5:00PM	MW	9:25 am 10/20/17 11:10am	10/20/17 MW

Unless scheduled, the turn around time for all samples received after 3 pm EST Friday will begin at 8 am Monday morning. Weekend or Holiday work must be scheduled ahead of time and is charged for rush turn around time. Work with standard turn around time sent Priority Overnight and Billed to Recipient will be charged a \$10 shipping fee. 1 Page 1 of 1

17042301

**ASBESTOS BUILDING SURVEY SAMPLE LOG**FACILITY: 337 Main Street - Beattyville, KentuckyBUILDING # / AREA: Inspection - InteriorDATE: October 18, 2017PROJECT NO: 291-17-C

SAMPLE #	DESCRIPTION	LOCATION
BA-01A	Gypsum Board Wall	1 <sup>st</sup> Floor - Room 3
BA-01B	Gypsum Board Wall	2 <sup>nd</sup> Floor - Kitchen
BA-01C	Gypsum Board Wall	2 <sup>nd</sup> Floor - Bathroom 2A
BA-02A	Gypsum Board Wall Tape & Mud	1 <sup>st</sup> Floor - Room 3
BA-02B	Gypsum Board Wall Tape & Mud	2 <sup>nd</sup> Floor - Kitchen
BA-02C	Gypsum Board Wall Tape & Mud	2 <sup>nd</sup> Floor - Bathroom 2A
BA-03A	Gypsum Board Ceiling	1 <sup>st</sup> Floor - Bathroom 1A
BA-03B	Gypsum Board Ceiling	2 <sup>nd</sup> Floor - Kitchen
BA-03C	Gypsum Board Ceiling	2 <sup>nd</sup> Floor - Living Room
BA-04A	Gypsum Board Ceiling Tape & Mud	1 <sup>st</sup> Floor - Bathroom 1A
BA-04B	Gypsum Board Ceiling Tape & Mud	2 <sup>nd</sup> Floor - Kitchen
BA-04C	Gypsum Board Ceiling Tape & Mud	2 <sup>nd</sup> Floor - Living Room
BA-05A	Tan Plaster Skim Coat	1 <sup>st</sup> Floor - Room 5
BA-05B	Tan Plaster Skim Coat	1 <sup>st</sup> Floor - Room 4
BA-05C	Tan Plaster Skim Coat	2 <sup>nd</sup> Floor - Room 8
BA-06A	Gray Plaster	1 <sup>st</sup> Floor - Room 5
BA-06B	Gray Plaster	1 <sup>st</sup> Floor - Room 4
BA-06C	Gray Plaster	2 <sup>nd</sup> Floor - Room 8
BA-07A	Tan Metal Window Glazing	1 <sup>st</sup> Floor - Room 5
BA-07B	Tan Metal Window Glazing	1 <sup>st</sup> Floor - Room 3
BA-07C	Tan Metal Window Glazing	2 <sup>nd</sup> Floor - Dining Room
BA-08A	Tan Window Frame Caulk @ Metal & Wood	2 <sup>nd</sup> Floor - Bedroom 2A
BA-08B	Tan Window Frame Caulk @ Metal & Wood	1 <sup>st</sup> Floor - Room 4
BA-09A	Tan HVAC Damper	1 <sup>st</sup> Floor - Furnace Room
BA-09B	Tan HVAC Damper	2 <sup>nd</sup> Floor - Utility/Electrical Room
BA-10A	Tan TSI Pipe Jacketing (Straight Runs)	1 <sup>st</sup> Floor - Furnace Room
BA-10B	Tan TSI Pipe Jacketing (Straight Runs)	2 <sup>nd</sup> Floor - Bedroom 2B
BA-11A	White TSI Pipe Mud (Elbows, Tees)	1 <sup>st</sup> Floor - Furnace Room
BA-11B	White TSI Pipe Mud (Elbows, Tees)	1 <sup>st</sup> Floor - Hallway 1B
BA-12A	White Fire Door Core Insulation	1 <sup>st</sup> Floor - Room 4
BA-12B	White Fire Door Core Insulation	1 <sup>st</sup> Floor - Furnace Room
BA-13A	Tan Light Fixture Insulation (Backing Material)	1 <sup>st</sup> Floor - Hallway 1B
BA-13B	Tan Light Fixture Insulation (Backing Material)	1 <sup>st</sup> Floor - Hallway 1B
BA-14A	White/Gray 2x4' Acoustical Ceiling Tile	1 <sup>st</sup> Floor - Hallway 1A
BA-14B	White/Gray 2x4' Acoustical Ceiling Tile	2 <sup>nd</sup> Floor - Room 8
BA-15A	Tan Interior Door Caulk @ Wood & Plaster	1 <sup>st</sup> Floor - Room 4
BA-15B	Tan Interior Door Caulk @ Wood & Plaster	1 <sup>st</sup> Floor - Room 5

Page 1 of 2

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OCT 20 2017

11:19 AM

Page 15 of 16

17042301

**ASBESTOS BUILDING SURVEY SAMPLE LOG**

**FACILITY:** 337 Main Street - Beattyville, Kentucky  
**BUILDING # / AREA:** Inspection – Interior (cont.)  
**DATE:** October 18, 2017  
**PROJECT NO:** 291-17-C

SAMPLE #	DESCRIPTION	LOCATION
BA-16A	Tan 12x12" VCT & Black Mastic (Lined)	1 <sup>st</sup> Floor - Bathroom 1C
BA-16B	Tan 12x12" VCT & Black Mastic (Lined)	2 <sup>nd</sup> Floor - Dining Room
BA-17A	Tan 12x12" VCT & Black Mastic (Specked)	1 <sup>st</sup> Floor - Room 3
BA-17B	Tan 12x12" VCT & Black Mastic (Specked)	1 <sup>st</sup> Floor - Room 3
BA-18A	Beige 12x12" VCT & Brown Mastic	1 <sup>st</sup> Floor - Shower 1A
BA-18B	Beige 12x12" VCT & Brown Mastic	2 <sup>nd</sup> Floor - Bathroom 2A
BA-19A	Mauve 12x12" VCT (No Visible Mastic)	1 <sup>st</sup> Floor - Bathroom 1B
BA-19B	Mauve 12x12" VCT (No Visible Mastic)	1 <sup>st</sup> Floor - Bathroom 1B
BA-20A	Tan Linoleum Flooring	2 <sup>nd</sup> Floor - Bathroom 2B
BA-20B	Tan Linoleum Flooring	2 <sup>nd</sup> Floor - Bathroom 2B
BA-21A	Light Gray 12x12" VCT & Black Mastic	1 <sup>st</sup> Floor - Room 1
BA-21B	Light Gray 12x12" VCT & Black Mastic	1 <sup>st</sup> Floor - Room 1
BA-22A	White Ceiling Texture Mud	2 <sup>nd</sup> Floor - Bedroom 2A
BA-22B	White Ceiling Texture Mud	2 <sup>nd</sup> Floor - Bedroom 2A

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OCT 20 2017

11/1/2017

**APPENDIX F**  
**LEAD LABORATORY ANALYTICAL RESULTS**

# SanAir Technologies Laboratory

## Analysis Report

prepared for

## Chase Environmental Group

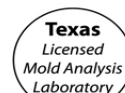
Report Date: 10/23/2017  
Project Name: 337 Main Street -  
Beattyville, KY  
Project #: 291-17-C  
SanAir ID#: 17042449



NVLAP LAB CODE 200870-0



Certification # 652931



License # LAB0166



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# SanAir Technologies Laboratory, Inc.

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Web: <http://www.sanair.com> E-mail: [iaq@sanair.com](mailto:iaq@sanair.com)

**Chase Environmental Group  
11450 Watterson Court  
Louisville, KY 40299**

October 23, 2017

SanAir ID # 17042449  
Project Name: 337 Main Street - Beattyville, KY  
Project Number: 291-17-C

Dear Chris Stovall,

We at SanAir would like to thank you for the work you recently submitted. The 18 sample(s) were received on Monday, October 23, 2017 via FedEx. The final report(s) is enclosed for the following sample(s): L-01A, L-01B, L-02A, L-02B, L-03, L-04, L-05A, L-05B, L-05C, L-06A, L-06B, L-07, L-08A, L-08B, L-09A, L-09B, L-10, L-11.

These results only pertain to this job and should not be used in the interpretation of any other job. This report is only complete in its entirety. Refer to the listing below of the pages included in a complete final report.

Sincerely,

Abisola Kasali  
Metals Laboratory Director  
SanAir Technologies Laboratory

Final Report Includes:

- Cover Letter
- Analysis Pages
- Disclaimers and Additional Information

sample conditions:

18 sample(s) in Good condition



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SanAir ID Number

**17042449**

FINAL REPORT

**Name:** Chase Environmental Group  
**Address:** 11450 Watterson Court  
Louisville, KY 40299

**Project Number:** 291-17-C  
**P.O. Number:**  
**Project Name:** 337 Main Street - Beattyville, KY

**Collected Date:** 10/18/2017  
**Received Date:** 10/23/2017 8:50:00 AM  
**Report Date:** 10/23/2017 5:21:19 PM  
**Analyst:** Kasali, Abisola O.

## Lead Paint Analysis

Test Method: SW846/M3050B/6010C

NOTE:  $\mu\text{g/g}=\text{ppm}$

Sample	Description	$\mu\text{g Pb}$ in Sample	Sample Size (grams)	Calculated RL	Sample Result	Sample Result
17042449-001	L-01A / 1st Floor  (Room 4) - White/ Tan Wood Door Paint	< 10	0.1078	92.8	<92.8 $\mu\text{g/g}$ (ppm)	<0.0093 % By Weight

Test Method: SW846/M3050B/6010C

NOTE:  $\mu\text{g/g}=\text{ppm}$

Sample	Description	$\mu\text{g Pb}$ in Sample	Sample Size (grams)	Calculated RL	Sample Result	Sample Result
17042449-002	L-01B / 2nd Floor  (Room 9) - White/ Tan Wood Door Paint	< 10	0.1373	72.8	<72.8 $\mu\text{g/g}$ (ppm)	<0.0073 % By Weight

Test Method: SW846/M3050B/6010C

NOTE:  $\mu\text{g/g}=\text{ppm}$

Sample	Description	$\mu\text{g Pb}$ in Sample	Sample Size (grams)	Calculated RL	Sample Result	Sample Result
17042449-003	L-02A / 1st Floor  (Room 5) - Tan Wood Door Frame Paint	17	0.1507	66.4	111.9 $\mu\text{g/g}$ (ppm)	0.0112 % By Weight

Test Method: SW846/M3050B/6010C

NOTE:  $\mu\text{g/g}=\text{ppm}$

Sample	Description	$\mu\text{g Pb}$ in Sample	Sample Size (grams)	Calculated RL	Sample Result	Sample Result
17042449-004	L-02B / 2nd Floor  (Room 9) - Tan Wood Door Frame Paint	18	0.1003	99.7	177.1 $\mu\text{g/g}$ (ppm)	0.0177 % By Weight

Test Method: SW846/M3050B/6010C

NOTE:  $\mu\text{g/g}=\text{ppm}$

Sample	Description	$\mu\text{g Pb}$ in Sample	Sample Size (grams)	Calculated RL	Sample Result	Sample Result
17042449-005	L-03 / 1st Floor  (Room 6) - Gray Metal Door Paint	< 10	0.1274	78.5	<78.5 $\mu\text{g/g}$ (ppm)	<0.0078 % By Weight

### Certification

SanAir Technologies Laboratory, Inc. participates in the certification for environmental lead analysis programs as administered by AIHA-ELLAP (Lab ID 162952) and the State of New York-ELAP (Lab Id 11983), and has met the EPA's NLLAP program standards.

Signature: 

Date: 10/23/2017

Reviewed: 

Date: 10/23/2017



# SanAir Technologies Laboratory, Inc.

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804.897.1177 Toll Free: 888.895.1177 Fax: 804.897.0070  
Web: <http://www.sanair.com> E-mail: [iaq@sanair.com](mailto:iaq@sanair.com)

SanAir ID Number

**17042449**

FINAL REPORT

**Name:** Chase Environmental Group  
**Address:** 11450 Watterson Court  
Louisville, KY 40299

**Project Number:** 291-17-C  
**P.O. Number:**  
**Project Name:** 337 Main Street - Beattyville, KY

**Collected Date:** 10/18/2017  
**Received Date:** 10/23/2017 8:50:00 AM  
**Report Date:** 10/23/2017 5:21:19 PM  
**Analyst:** Kasali, Abisola O.

## Lead Paint Analysis

Test Method: SW846/M3050B/6010C

NOTE:  $\mu\text{g/g}=\text{ppm}$

Sample	Description	$\mu\text{g Pb}$ in Sample	Sample Size (grams)	Calculated RL	Sample Result	Sample Result
17042449-006	L-04 / 1st Floor  (Room 6) - Tan Metal Door Frame Paint	< 10	0.1214	82.4	<82.4 $\mu\text{g/g}$ (ppm)	<0.0082 % By Weight

Test Method: SW846/M3050B/6010C

NOTE:  $\mu\text{g/g}=\text{ppm}$

Sample	Description	$\mu\text{g Pb}$ in Sample	Sample Size (grams)	Calculated RL	Sample Result	Sample Result
17042449-007	L-05A / 1st Floor  (Hallway 1A) - Tan Plaster Wall Paint	< 10	0.1368	73.1	<73.1 $\mu\text{g/g}$ (ppm)	<0.0073 % By Weight

Test Method: SW846/M3050B/6010C

NOTE:  $\mu\text{g/g}=\text{ppm}$

Sample	Description	$\mu\text{g Pb}$ in Sample	Sample Size (grams)	Calculated RL	Sample Result	Sample Result
17042449-008	L-05B / 1st Floor  (Room 4) - Gray Plaster Wall Paint	< 10	0.1355	73.8	<73.8 $\mu\text{g/g}$ (ppm)	<0.0074 % By Weight

Test Method: SW846/M3050B/6010C

NOTE:  $\mu\text{g/g}=\text{ppm}$

Sample	Description	$\mu\text{g Pb}$ in Sample	Sample Size (grams)	Calculated RL	Sample Result	Sample Result
17042449-009	L-05C / 2nd Floor  (Bedroom 2A) - Green Plaster Wall Paint	< 10	0.1134	88.2	<88.2 $\mu\text{g/g}$ (ppm)	<0.0088 % By Weight

Test Method: SW846/M3050B/6010C

NOTE:  $\mu\text{g/g}=\text{ppm}$

Sample	Description	$\mu\text{g Pb}$ in Sample	Sample Size (grams)	Calculated RL	Sample Result	Sample Result
17042449-010	L-06A / 1st Floor  (Room 4) - White/ Tan Metal Window Frame Paint	< 10	0.1151	86.9	<86.9 $\mu\text{g/g}$ (ppm)	<0.0087 % By Weight

### Certification

SanAir Technologies Laboratory, Inc. participates in the certification for environmental lead analysis programs as administered by AIHA-ELLAP (Lab ID 162952) and the State of New York-ELAP (Lab Id 11983), and has met the EPA's NLLAP program standards.

Signature: 

Date: 10/23/2017

Reviewed: 

Date: 10/23/2017



# SanAir Technologies Laboratory, Inc.

1551 Oakbridge Drive, Suite B, Powhatan, VA 23139  
804.897.1177 Toll Free: 888.895.1177 Fax: 804.897.0070  
Web: <http://www.sanair.com> E-mail: [iaq@sanair.com](mailto:iaq@sanair.com)

SanAir ID Number

**17042449**

FINAL REPORT

**Name:** Chase Environmental Group  
**Address:** 11450 Watterson Court  
Louisville, KY 40299

**Project Number:** 291-17-C  
**P.O. Number:**  
**Project Name:** 337 Main Street - Beattyville, KY

**Collected Date:** 10/18/2017  
**Received Date:** 10/23/2017 8:50:00 AM  
**Report Date:** 10/23/2017 5:21:19 PM  
**Analyst:** Kasali, Abisola O.

## Lead Paint Analysis

Test Method: SW846/M3050B/6010C

NOTE:  $\mu\text{g/g}=\text{ppm}$

Sample	Description	$\mu\text{g Pb}$ in Sample	Sample Size (grams)	Calculated RL	Sample Result	Sample Result
17042449-011	L-06B / 2nd Floor  (Bedroom 2A) - Green/ Tan Metal Window Frame Paint	10	0.1143	87.5	<87.5 $\mu\text{g/g}$ (ppm)	<0.0088 % By Weight

Test Method: SW846/M3050B/6010C

NOTE:  $\mu\text{g/g}=\text{ppm}$

Sample	Description	$\mu\text{g Pb}$ in Sample	Sample Size (grams)	Calculated RL	Sample Result	Sample Result
17042449-012	L-07 / 2nd Floor  (Living Room) - White/ Tan Wood Window Casing	< 10	0.1102	90.7	<90.7 $\mu\text{g/g}$ (ppm)	<0.0091 % By Weight

Test Method: SW846/M3050B/6010C

NOTE:  $\mu\text{g/g}=\text{ppm}$

Sample	Description	$\mu\text{g Pb}$ in Sample	Sample Size (grams)	Calculated RL	Sample Result	Sample Result
17042449-013	L-08A / 1st Floor  (Room 5) - Tan Concrete Cove Base Paint	138	0.1262	79.2	1094 $\mu\text{g/g}$ (ppm)	0.1094 % By Weight

Test Method: SW846/M3050B/6010C

NOTE:  $\mu\text{g/g}=\text{ppm}$

Sample	Description	$\mu\text{g Pb}$ in Sample	Sample Size (grams)	Calculated RL	Sample Result	Sample Result
17042449-014	L-08B / 2nd Floor  (Stair Landing) - Tan Wood Cove Base Paint	72	0.1308	76.5	547.4 $\mu\text{g/g}$ (ppm)	0.0547 % By Weight

Test Method: SW846/M3050B/6010C

NOTE:  $\mu\text{g/g}=\text{ppm}$

Sample	Description	$\mu\text{g Pb}$ in Sample	Sample Size (grams)	Calculated RL	Sample Result	Sample Result
17042449-015	L-09A / 1st Floor  (Hallway 1A) - Gray Concrete Floor Paint	< 10	0.112	89.3	<89.3 $\mu\text{g/g}$ (ppm)	<0.0089 % By Weight

### Certification

SanAir Technologies Laboratory, Inc. participates in the certification for environmental lead analysis programs as administered by AIHA-ELLAP (Lab ID 162952) and the State of New York-ELAP (Lab Id 11983), and has met the EPA's NLLAP program standards.

Signature: 

Date: 10/23/2017

Reviewed: 

Date: 10/23/2017



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SanAir ID Number

**17042449**

FINAL REPORT

**Name:** Chase Environmental Group  
**Address:** 11450 Watterson Court  
Louisville, KY 40299

**Project Number:** 291-17-C  
**P.O. Number:**  
**Project Name:** 337 Main Street - Beattyville, KY

**Collected Date:** 10/18/2017  
**Received Date:** 10/23/2017 8:50:00 AM  
**Report Date:** 10/23/2017 5:21:19 PM  
**Analyst:** Kasali, Abisola O.

## Lead Paint Analysis

Test Method: SW846/M3050B/6010C

NOTE:  $\mu\text{g/g}=\text{ppm}$

Sample	Description	$\mu\text{g Pb}$ in Sample	Sample Size (grams)	Calculated RL	Sample Result	Sample Result
17042449-016	L-09B / 2nd Floor  (Room 7) - Gray Wood Floor Paint	267	0.1079	92.7	2470.3 $\mu\text{g/g}$ (ppm)	0.247 % By Weight

Test Method: SW846/M3050B/6010C

NOTE:  $\mu\text{g/g}=\text{ppm}$

Sample	Description	$\mu\text{g Pb}$ in Sample	Sample Size (grams)	Calculated RL	Sample Result	Sample Result
17042449-017	L-10 / Exterior -  White/ Tan Concrete Window Sill Paint	< 10	0.1258	79.5	<79.5 $\mu\text{g/g}$ (ppm)	<0.008 % By Weight

Test Method: SW846/M3050B/6010C

NOTE:  $\mu\text{g/g}=\text{ppm}$

Sample	Description	$\mu\text{g Pb}$ in Sample	Sample Size (grams)	Calculated RL	Sample Result	Sample Result
17042449-018	L-11 / Exterior -  White Concrete Foundation Paint	2646	0.1395	71.7	18964.7 $\mu\text{g/g}$ (ppm)	1.8965 % By Weight

### Certification

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Signature: 

Date: 10/23/2017

Reviewed: 

Date: 10/23/2017



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**Project Number:** 291-17-C  
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**Project Name:** 337 Main Street - Beattyville, KY

**Collected Date:** 10/18/2017  
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Kasali, Abisola O.

## ORGANISM DESCRIPTIONS

*The descriptions of the organisms presented are derived from various reference materials. The laboratory report is based on the data derived from the samples submitted and no interpretation of the data, as to potential, or actual, health effects resulting from exposure to the numbers of organisms found, can be made by laboratory personnel. Any interpretation of the potential health effects of the presence of this organism must be made by qualified professional personnel with first hand knowledge of the sample site, and the problems associated with that site.*

**Disclaimer**

Final reports cannot be reproduced, except in full, without written authorization from SanAir Technologies Laboratory, Inc. SanAir is not responsible for sample collection or interpretation made by others. This report does not constitute endorsement by AIHA/NVLAP and/or any other U.S. governmental Agencies; and may not be certified by every local, state or federal regulatory agencies. SanAir Technologies Laboratory, Inc only assures the precision and accuracy of the data it generates and assumes no responsibility for errors or biasing that occur during collection prior to SanAir’s receipt of the the sample. SanAir’s Method Detection Limits (MDL) and Reporting Limits (RL) have been derived using wipe materials meeting ASTM-E1792. The MDL and RL may not be relevant or applicable for other forms of wipe materials. All quality control results are acceptable unless otherwise noted. All quality control results are acceptable unless otherwise noted. Results are not corrected for blanks.

**Lead Exposure Limits**

**Air**

- 1.5 µg/m<sup>3</sup> EPA National Ambient Air Quality Standard (Quality Time – Weight Average)
- 30 µg/m<sup>3</sup> OSHA Action Level (8-hour time weighted average)
- 50 µg/m<sup>3</sup> OSHA Permissible Exposure Limit (General Industry)
- 50 µg/m<sup>3</sup> OSHA Permissible Exposure Limit (Construction)

**Dust**

Non-Grant Funded Projects (Standard Clearance Applies):

- 40ug/ft<sup>2</sup> HUD Clearance Level for Floors
- 250ug/ft<sup>2</sup> HUD Clearance Level for Window Sills
- 400ug/ft<sup>2</sup> HUD Clearance Level for Window Troughs

Grant Funded Clearance (OLHCHH; LBPHC; LHRD Grantees):

- 10ug/ft<sup>2</sup> HUD Clearance Level for Floors
- 100ug/ft<sup>2</sup> HUD Clearance Level for Window Sills and Window Troughs
- 40ug/ft<sup>2</sup> HUD Clearance Level for Porch Floors

**Water**

- 15 ppb (µg/liter) EPA Maximum Containment Level

**Paint**

- 0.5% by weigh HUD definition of lead based paint
- 1.0 mg/cm<sup>2</sup>
- 5000 ppm

**Soil**

- 400 ppm HUD-Play areas and high-contact areas for children

**TCLP EPA Limits**

5.0 mg/L Silver (Ag)	100 mg/L Barium (Ba)	5.0 mg/L Chromium (Cr)	5.0 mg/L Lead (Pb)
5.0 mg/L Arsenic (As)	1.0 mg/L Cadmium (Cd)	0.2 mg/L Mercury (Hg)	1.0 mg/L Selenium (Se)



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**Metals & Lead  
 Chain of Custody**  
 Form 70, Revision 9, 01/19/2017

SanAir ID Number  
 17042449

Company: Chase Environmental	Project #: 291-17-C	Phone #: 502-553-9336
Address: 11450 Watterson Court	Project Name: 337 Main Street - Beattyville, KY	Phone #: 502-486-0850
City, St., Zip: Louisville, KY 40299	Date Collected: 10/18/2017	Fax #: -
Samples Collected By: Chris Stovall	P.O. Number: -	Email: samzen@cmecenvironmental.com
Account #: 2489	U.S. State Collected in: Kentucky	Email:

**Matrix Types**

**Metals Analysis Types**

<input type="checkbox"/> Air (ug/m <sup>3</sup> )	Total Concentration of Lead <input checked="" type="checkbox"/>	<input type="checkbox"/> ICP-total concentration of metals (please list metals):
<input type="checkbox"/> Wipe (ug/ft <sup>2</sup> )	Total Concentration of RCRA 8 Metals <input type="checkbox"/>	
<input checked="" type="checkbox"/> Paint <input type="checkbox"/> Soil <input type="checkbox"/> Bulk (ug/g or ppm)	TCLP for Lead <input type="checkbox"/>	
<input type="checkbox"/> Other:	TCLP for RCRA 8 Metals <input type="checkbox"/>	

Turn Around Time	Same Day <input checked="" type="checkbox"/>	1 Day <input type="checkbox"/>	2 days <input type="checkbox"/>	3 Days <input type="checkbox"/>
	<input type="checkbox"/> Standard (5 day)	<input type="checkbox"/> Full TCLP (10d)		

Sample #	Collection Date & Time	Sample Identification/Location	Flow Rate	Start Time	Stop Time	Volume (L) Area (Sq ft)
L-01A	10/18/17 @ 12pm	1st Floor (Room 4) - White/Tan Wood Door Paint				
L-01B	10/18/17 @ 12pm	2nd Floor (Room 9) - White/Tan Wood Door Paint				
L-02A	10/18/17 @ 12pm	1st Floor (Room 5) - Tan Wood Door Frame Paint				
L-02B	10/18/17 @ 12pm	2nd Floor (Room 9) - Tan Wood Door Frame Paint				
L-03	10/18/17 @ 12pm	1st Floor (Room 6) - Gray Metal Door Paint				
L-04	10/18/17 @ 12pm	1st Floor (Room 6) - Tan Metal Door Frame Paint				
L-05A	10/18/17 @ 12pm	1st Floor (Hallway 1A) - Tan Plaster Wall Paint				
L-05B	10/18/17 @ 12pm	1st Floor (Room 4) - Gray Plaster Wall Paint				
L-05C	10/18/17 @ 12pm	2nd Floor (Bedroom 2A) - Green Plaster Wall Paint				
L-06A	10/18/17 @ 12pm	1st Floor (Room 4) - White/Tan Metal Window Frame Paint				
L-06B	10/18/17 @ 12pm	2nd Floor (Bedroom 2A) - Green/Tan Metal Window Frame Paint				
L-07	10/18/17 @ 12pm	2nd Floor (Living Room) - White/Tan Wood Window Casing Paint				
L-08A	10/18/17 @ 12pm	1st Floor (Room 5) - Tan Concrete Cove Base Paint				
L-08B	10/18/17 @ 12pm	2nd Floor (Stair Landing) - Tan Wood Cove Base Paint				

Special Instructions	
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Relinquished by	Date	Time	Received by	Date	Time
CJS	10/20/2017	5:00pm	<i>MC</i>	OCT 23 2017	8:50am

If no technician is provided, then the primary contact of your account will be selected. Unless scheduled, the turnaround time for all samples received after 3 pm will begin at 8 am the next business morning. Weekend or holiday work must be scheduled ahead of time and is charged at 150% of the Rush TAT rate. There is a minimum charge of \$100 for weekend work. A courier charge will be applied for same day and one-day turnaround times for offsite work. SanAir covers Standard Overnight FedEx shipping. Shipments billed to SanAir with a faster shipping rate will result in additional charges.



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**Metals & Lead  
 Chain of Custody**  
 Form 70, Revision 9, 01/19/2017

SanAir ID Number 17042449
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Company: Chase Environmental	Project #: 291-17-C	Phone #: 502-553-9336
Address: 11450 Watterson Court	Project Name: 337 Main Street - Beattyville, KY	Phone #: 502-486-0850
City, St., Zip: Louisville, KY 40299	Date Collected: 10/18/2017	Fax #: -
Samples Collected By: Chris Stovall	P.O. Number: -	Email: samzen@cmecenvironmental.com
Account #: 2489	U.S. State Collected in: Kentucky	Email:

**Matrix Types**

**Metals Analysis Types**

<input type="checkbox"/> Air (ug/m <sup>3</sup> )	Total Concentration of Lead <input checked="" type="checkbox"/>	<input type="checkbox"/> ICP-total concentration of metals (please list metals):		
<input type="checkbox"/> Wipe (ug/ft <sup>2</sup> )	Total Concentration of RCRA 8 Metals <input type="checkbox"/>			
<input checked="" type="checkbox"/> Paint <input type="checkbox"/> Soil <input type="checkbox"/> Bulk (ug/g or ppm)	TCLP for Lead <input type="checkbox"/>			
<input type="checkbox"/> Other:	TCLP for RCRA 8 Metals <input type="checkbox"/>			
Turn Around Time	Same Day <input checked="" type="checkbox"/>	1 Day <input type="checkbox"/>	2 days <input type="checkbox"/>	3 Days <input type="checkbox"/>
	<input type="checkbox"/> Standard (5 day)	<input type="checkbox"/> Full TCLP (10d)		

Sample #	Collection Date & Time	Sample Identification/Location	Flow Rate	Start Time	Stop Time	Volume (L) Area (Sq ft)
L-09A	10/18/17 @ 12pm	1st Floor (Hallway 1A) - Gray Concrete Floor Paint				
L-09B	10/18/17 @ 12pm	2nd Floor (Room 7) - Gray Wood Floor Paint				
L-10	10/18/17 @ 12pm	Exterior - White/Tan Concrete Window Sill Paint				
L-11	10/18/17 @ 12pm	Exterior - White Concrete Foundation Paint				

Special Instructions	
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Relinquished by	Date	Time	Received by	Date	Time
CJS	10/20/2017	5:00pm	<i>MC</i>	OCT 23 2017	8:50AM

If no technician is provided, then the primary contact of your account will be selected. Unless scheduled, the turnaround time for all samples received after 3 pm will begin at 8 am the next business morning. Weekend or holiday work must be scheduled ahead of time and is charged at 150% of the Rush TAT rate. There is a minimum charge of \$100 for weekend work. A courier charge will be applied for same day and one-day turnaround times for offsite work. SanAir covers Standard Overnight FedEx shipping. Shipments billed to SanAir with a faster shipping rate will result in additional charges.

## **DBRA Requirements for Contractors and Subcontractors Under EPA Grants**

The contractor acknowledges that by entering into this contract with a contracting agency, funded by an Environmental Protection Agency assistance agreement (grant), the contractor agrees to comply with the following terms and conditions in accordance with [29 CFR 5.5](#), if this contract is for activities covered under Davis-Bacon and Related Acts (DBRA) and exceeds (or will exceed) \$2,000. Definitions for many of the terms used below are provided in [29 CFR 5.2](#).

**For the purposes of this clause, non-Federal entities that enter into contracts with contractors are considered “contracting agencies”. Contracting agencies may be EPA grant recipients and/or subrecipients at any tier (including borrowers). “Contracting officers” work for contracting agencies.**

### ***(a) Required Contract Clauses***

#### **(1) Minimum Wages**

##### ***(i) Wage rates and fringe benefits***

All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

As provided in paragraphs (d) and (e) of this section, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph (a)(4) of this section.

Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (a)(1)(iii) of this section) and the [Davis-Bacon poster \(WH-1321\)](#) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

*(ii) Frequently recurring classifications*

(A) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR Part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph (a)(1)(iii) of this section, provided that:

( 1) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

( 2) The classification is used in the area by the construction industry; and

( 3) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(B) The Administrator will establish wage rates for such classifications in accordance with paragraph (a)(1)(iii)(A)( 3) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

*(iii) Conformance*

(A) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

( 1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

( 2) The classification is used in the area by the construction industry; and

( 3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(C) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov). The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days

of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(D) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov), refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(E) The contracting officer must promptly notify the contractor of the action taken by the [Wage and Hour Division under paragraphs \(a\)\(1\)\(iii\)\(C\) and \(D\)](#) of this section. The contractor must furnish a written copy of such determination to each affected worker, or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph (a)(1)(iii)(C) or (D) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

*(iv) Fringe benefits not expressed as an hourly rate*

Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

*(v) Unfunded plans*

If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in [§ 5.28](#), that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

*(vi) Interest*

In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

## **(2) Withholding**

*(i) Withholding requirements*

**The EPA, grant recipient, subrecipient at any tier, and/or contracting agency** may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be

considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in paragraph (a) of this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in [§ 5.2](#)).

The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph (a)(3)(iv) of this section, the **EPA, grant recipient, subrecipient at any tier, and/or contracting agency** may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

*(ii) Priority to withheld funds*

The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:

- (A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (B) A contracting agency for its procurement costs;
- (C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (D) A contractor's assignee(s);
- (E) A contractor's successor(s); or
- (F) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

**(3) Records and certified payrolls**

*(i) Basic record requirements*

*(A) Length of record retention*

All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the

work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

*(B) Information required*

Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

*(C) Additional records relating to fringe benefits*

Whenever the Secretary of Labor has found under paragraph (a)(1)(v) of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

*(D) Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

*(ii) Certified payroll requirements*

*(A) Frequency and method of submission*

The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the **contracting agency** if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the **contracting agency**. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

*(B) Information required*

The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph (a)(3)(i)(B) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each

worker ( e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH–347 or in any other format desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347/.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

*(C) Statement of Compliance*

Each certified payroll submitted must be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

( 1) That the certified payroll for the payroll period contains the information required to be provided under paragraph (a)(3)(ii) of this section, the appropriate information and basic records are being maintained under paragraph (a)(3)(i) of this section, and such information and records are correct and complete;

( 2) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in [29 CFR part 3](#); and

( 3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

*(D) Use of Optional Form WH–347*

The weekly submission of a properly executed certification set forth on the reverse side of [Optional Form WH–347](#) will satisfy the requirement for submission of the “Statement of Compliance” required by paragraph (a)(3)(ii)(C) of this section.

*(E) Signature*

The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

*(F) Falsification*

The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

*(G) Length of certified payroll retention*

The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

*(iii) Contracts, subcontracts, and related documents*

The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

*(iv) Required disclosures and access*

*(A) Required record disclosures and access to workers*

The contractor or subcontractor must make the records required under paragraphs (a)(3)(i) through (iii) of this section, and any other documents that **the EPA, recipient, or subrecipient at any tier, and/or contracting agency**, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by [§ 5.1](#), available for inspection, copying, or transcription by authorized representatives of the **EPA, recipient, or subrecipient at any tier, and/or contracting agency**, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

*(B) Sanctions for non-compliance with records and worker access requirements*

If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to [§ 5.12](#). In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

*(C) Required information disclosures*

Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the **Environmental Protection Agency** if the agency is a party to the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the **EPA, recipient, or subrecipient at any tier, contracting agency**, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

#### **(4) Apprentices and Equal Employment Opportunity**

##### *(i) Apprentices*

###### *(A) Rate of pay*

Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

###### *(B) Fringe benefits*

Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

###### *(C) Apprenticeship ratio*

The allowable ratio of apprentices to journey workers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph (a)(4)(i)(D) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph (a)(4)(i)(A) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

###### *(D) Reciprocity of ratios and wage rates*

Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journey worker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

##### *(ii) Equal employment opportunity*

The use of apprentices and journey workers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

**(5) is reserved**

**(6) *Subcontracts***

The contractor or subcontractor must insert in any subcontracts the clauses contained in paragraphs (a)(1) through (11) of this section or a link to the **DBRA Requirements for Contractors and Subcontractors Under EPA Grants** document on EPA's [Contract Provisions for Davis-Bacon and Related Acts](#) webpage, along with the applicable wage determination(s) and such other clauses or contract modifications as the Environmental Protection Agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

**(7) – (9) are reserved**

**(10) *Certification of Eligibility***

(i) By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or [§ 5.12\(a\)](#).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or [§ 5.12\(a\)](#).

(iii) The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

**(11) *Anti-Retaliation***

It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

(i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

(ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

(iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

(iv) Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

***For contracts over \$100,000, additional Terms and Conditions apply. The DBRA Requirements for Contracts in Excess of \$100,000 Under EPA Grants document is available on EPA's [Contract Provisions for Davis-Bacon and Related Acts](#) webpage provides the additional requirements provided under [29 CFR 5.5](#).***

## **DBRA Requirements for Contracts in Excess of \$100,000 Under EPA Grants**

Under the Davis-Bacon and Related Acts (DBRA), all contracts awarded under EPA assistance agreements (grants) in excess of \$100,000 that involve the employment of mechanics or laborers require contractors and subcontractors to comply with the overtime provisions of the Contract Wage Hours and Safety Standards Act (CWHSSA) at 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations in [29 CFR Part 5](#) and [2 CFR 200 Appendix II\(E\)](#). By accepting this contract, you agree to comply with the requirements of CWHSSA described below, in addition to the [DBRA Requirements for Contractors Under EPA Grants](#).

These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. For the purposes of this provision, the terms "laborers and mechanics" include watchpersons and guards.

### **(b) Contract Work Hours and Safety Standards Act (CWHSSA).**

#### **(1) Overtime requirements**

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

#### **(2) Violation; Liability for Unpaid Wages; Liquidated Damages**

In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1).

#### **(3) Withholding for Unpaid Wages and Liquidated Damages**

##### *(i) Withholding process.*

The EPA, recipient, or subrecipient at any tier, and/or contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this paragraph (b) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in [§ 5.2](#)). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or

assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

*(ii) Priority to withheld funds*

The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:

(A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(B) A contracting agency for its reprocurement costs;

(C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(D) A contractor's assignee(s);

(E) A contractor's successor(s); or

(F) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

**(4) Subcontracts**

The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs (b)(1) through (5) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

**(5) Anti-Retaliation**

It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

(i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

(ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

(iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

(iv) Informing any other person about their rights under CWHSSA or this part