

107TH CONGRESS  
1ST SESSION

# H. R. 1952

For the relief of the R.E. Goodson Construction Company, Incorporated.

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## IN THE HOUSE OF REPRESENTATIVES

MAY 22, 2001

Mr. SPRATT introduced the following bill; which was referred to the  
Committee on the Judiciary

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## A BILL

For the relief of the R.E. Goodson Construction Company,  
Incorporated.

1       *Be it enacted by the Senate and House of Representa-*  
2       *tives of the United States of America in Congress assembled,*

3       **SECTION 1. FINDINGS.**

4       The Congress finds that—

5               (1) the R.E. Goodson Construction Company,  
6       Inc., a South Carolina corporation, entered into a  
7       subcontract for grading and filling a State highway,  
8       to be known as the Carolina Bays Parkway, in  
9       Horry County, near Myrtle Beach, South Carolina;

10              (2) for the purpose of excavating fill dirt, R.E.  
11       Goodson Construction Company acquired a tract of

1 392 acres in Horry County, South Carolina, from  
2 International Paper Realty Corporation at a price of  
3 \$2,400,000;

4 (3) R.E. Goodson Construction Company was  
5 not informed that the tract it purchased is a For-  
6 merly Used Defense Site, and was once part of the  
7 Conway Bombing and Gunnery Range;

8 (4) when R.E. Goodson Construction Company  
9 began excavating fill dirt from the tract it pur-  
10 chased, it began discovering parts of munitions, in-  
11 cluding a 250-pound bomb that had never detonated,  
12 which was uncovered on April 1, 2000;

13 (5) the bomb found by R.E. Goodson Construc-  
14 tion Company was removed by an Army munitions  
15 unit and the Army Corps of Engineers was notified;

16 (6) the Corps of Engineers inspected the site  
17 and acknowledged its responsibility to clear the  
18 tract, but informed R.E. Goodson Construction  
19 Company that it would undertake the work through  
20 a contractor, and that the contractor could not begin  
21 work before July 6, 2000;

22 (7) R.E. Goodson Construction Company could  
23 not find fill dirt in sufficient quantities elsewhere  
24 and was compelled to begin excavating fill dirt in

1 order to comply with its contract and avoid substan-  
2 tial penalties;

3 (8) R.E. Goodson Construction Company en-  
4 gaged USA Environmental, Inc., the same firm that  
5 the Corps of Engineers intended to engage to clear  
6 the tract, and on May 17, 2000, USA Environ-  
7 mental, Inc. began work;

8 (9) during the clearance operations, USA Envi-  
9 ronmental, Inc. found and disposed of the following  
10 ordnance remains: eighty-eight AN-M54 thermate-  
11 filled, 4-pound incendiary bombs, two M1A1 spotting  
12 charges from 100-pound practice bombs, four 5-inch  
13 high velocity aircraft rocket warheads, and over  
14 4,300 pounds of scrap;

15 (10) for its services, which were completed on  
16 June 10, 2000, USA Environmental, Inc. rendered  
17 a statement to R.E. Goodson Construction Company  
18 in the amount of \$84,941.00;

19 (11) beginning in September, 2000, the Corps  
20 of Engineers undertook the continued clearing of the  
21 site, also under contract with USA Environmental,  
22 Inc., and anticipates completion of the clearance by  
23 May 1, 2002;

24 (12) R.E. Goodson Construction Company has  
25 requested reimbursement from the Corps of Engi-

1       neers, but has been informed that the Corps lacks  
2       the authority to make such a reimbursement; and

3               (13) the Corps of Engineers acknowledges its li-  
4       ability for clean-up of the site as a Formerly Used  
5       Defense Site, and does not contest the amount  
6       charged by USA Environmental, Inc. under its con-  
7       tract with R.E. Goodson Construction Company.

8       **SEC. 2. PAYMENT.**

9       The Secretary of the Treasury shall pay, out of any  
10      money not otherwise appropriated, to R.E. Goodson Con-  
11      struction Company, Inc., a South Carolina corporation,  
12      \$84,941 for ordnance and explosive clearance performed  
13      in 2000 for the Army Corps of Engineers at the former  
14      Conway Bombing and Gunnery Range in Conway, South  
15      Carolina.

16      **SEC. 3. SATISFACTION OF CLAIM.**

17      The payment under section 2 shall be in full satisfac-  
18      tion of all claims of or on behalf of R.E. Goodson Con-  
19      struction Company, Inc., against the United States or  
20      against any other officer, employee, or agent of the United  
21      States acting within the scope of employment or agency,  
22      for payment for the services described in section 2.

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