



KIMMINS ABATEMENT CORP.

3555 TIMMONS SUITE 1250 • HOUSTON TEXAS 77027
713-623-0282 • FAX 713-623-0281

November 7, 1989

Union Carbide Corporation
P.O. Box 471
Texas City, TX 77592

Attn: Mr. R. A. McClellan

Subject: Cost Estimate - Removal of Asbestos
Containing Insulation from Piperacks

Dear Mr. McClellan:

Please find enclosed the cost estimate for the removal of approximately ten thousand (10,000) linear feet of asbestos containing insulation from piping at Union Carbide's Texas City Facility (see Attachment "A").

1.0 SCOPE OF WORK

Kimmins Abatement Corp. (Kimmins) has visited the site to verify the work scope and conditions under which the work will be performed.

The Scope of Work encompasses the removal of asbestos contaminated piping in piperacks in locations and quantities as listed:

Fifth Street Rack	2,695 LF
Fourth Street Rack	875 LF
East of Building #111	250 LF
Second Street	275 LF
Third Street	800 LF
Avenue D	2,130 LF
Avenue B	2,450 LF
Avenue A 1/2	500 LF

All work will be performed in strict accordance with all applicable Union Carbide, Federal, State and local laws, ordinances, rules and regulations:

29 CFR Sections 1926.56 and 1910.11001
41 CFR Part 61, Subpart M.

UCTC 18189

OFFICES IN TAMPA, FLORIDA • UNION, NEW JERSEY • NIAGARA FALLS, NEW YORK • PHILADELPHIA, PENNSYLVANIA • HOUSTON, TEXAS

PLAINTIFF'S EXHIBIT

UC-4404

2.0 ASBESTOS ABATEMENT PLAN

Kimmins will supply all labor, materials, services, insurance, permits, and equipment necessary to remove asbestos insulated piping as described above.

Union Carbide Corporation will pay for disposal of asbestos waste materials at Gulf Coast Disposal facility, Texas City, Texas.

Kimmins will notify all Federal, State and local agencies prior to beginning its asbestos work at Union Carbide's plant. Kimmins will provide evidence of notification to Union Carbide prior to commencement of this work.

3.0 WORK PROCEDURES

Prior to commencing removal of asbestos containing material, Kimmins Abatement Corp. will establish a regulated area by erecting barriers and posting warning signs.

Kimmins Abatement Corp. will insure safe installation of temporary electrical power and equipment by providing ground fault protective devices and compliance with all applicable electrical codes and OSHA requirements for temporary electrical systems.

Kimmins Abatement Corp. will use a trailer housed decontamination shower system to allow Kimmins personnel to decontaminate themselves upon leaving the regulated area.

Kimmins will utilize the following work procedures for all abatement areas:

All piping will be wrapped with two layers of 6 mil polyethylene sheeting. Using mini-containment or glovebag procedures, a small section of asbestos containing insulation will be removed. The exposed end of insulation will be encapsulated and wrapped with poly sheeting. The piping will then be cut with "cold cutting" methods and lowered into the disposal container with slings and a "picker." The wrapped piping will be transported to the landfill for disposal.

4.0 WORKER PROTECTIVE PROCEDURES

A. Training:

Kimmins Abatement Corp. will provide to all persons prior to entering the regulated area to perform abatement activities, training covering the

following topics:

1. The health hazards of asbestos
2. Employee personal protective equipment
3. Medical monitoring requirements
4. Air monitoring procedures
5. Work practices for asbestos abatement
6. Personal hygiene procedures
7. Special safety hazards.

Kimmins will furnish to Union Carbide documentation that all workers have received this training.

This training will be supplemented with on-site instruction in work procedures unique to this project, safety concerns and emergency procedures.

B. Respiratory Protective Equipment:

Kimmins Abatement Corp. will provide for all authorized personnel respiratory protection in accordance with its written respiratory protection plan.

1. Glovebag procedures:
Half-face air purifying respirator
equipped with high efficiency cartridges
(not in excess of .1f/cc).
2. Mini-containment procedures:
Full-face powered air purifying respirator
equipped with high efficiency cartridges
(not in excess of 1.0f/cc).
3. All disposal procedures:
Half-face air purifying respirator
equipped with high efficiency cartridges
(not in excess of .1f/cc).

These guidelines will be adjusted if daily air monitoring procedures indicates more stringent levels of protection are required.

C. Protective Clothing:

Kimmins will provide the following protective clothing for all personnel:

1. Disposable protective clothing including hand, head, foot and full body protection.
2. Hard hats, protective eyewear, safety belts and harnesses.

Kimmins personnel will discard all disposable clothing upon exiting the regulated area and replace with new upon reentering.

All safety equipment will be periodically checked for wear and all worn or frayed parts will be replaced.

D. Medical Monitoring:

Kimmins Abatement Corp. will provide medical monitoring for all personnel who will enter the regulated area.

The medical monitoring will include:

- (a) Work/medical history
- (b) Chest X-ray
- (c) Pulmonary function test
- (d) Doctor's opinion

These documents will be submitted to Union Carbide prior to placing personnel on the jobsite.

5.0 AIR MONITORING

Kimmins Abatement Corp. will perform all air monitoring tests as required by applicable regulations, codes and standards.

These tests may include, but are not limited to:

- (a) Clearance testing
- (b) Work area samples
- (c) Barrier samples
- (d) Outside air samples
- (e) Personal samples

All samples will be analyzed by individuals trained in the NIOSH 582 Course on sampling and evaluation of airborne asbestos dust and proficient participant in the NIOSH Proficiency Analytical Testing Program.

All air tests will utilize NIOSH Analytical Method 7400 (phase contrast microscopy). Results of these air tests will be provided to Union Carbide on a weekly basis.

6.0 DISPOSAL PROCEDURES

Kimmins Abatement Corp. will follow EPA, State and local rules, guidelines and regulations in handling and disposal of asbestos materials.

All materials will be placed in a closed and lockable container. The transportation of this container to the approved landfill will be provided by a licensed transporter of asbestos waste materials.

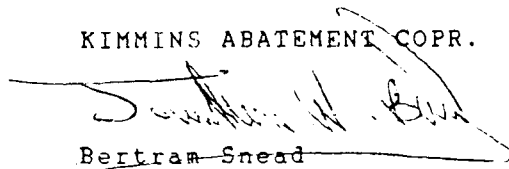
All personnel handling asbestos waste will comply with protective clothing, respiratory protection and decontamination procedures described herein.

All dump receipts, trip tickets and transportation manifests documenting disposal shall be delivered to Union Carbide on a weekly basis.

If you have any questions, please do not hesitate to call.

Very truly yours,

KIMMINS ABATEMENT COPR.



~~Bertram Sneed~~

vlp

cc: Joe Smith
S. Charleston, WV

UCTC 18193

UNION CARBIDE CORPORATION

TEXAS CITY, TEXAS

Cost Proposal: Asbestos Abatement - Piping

Labor	\$60,426.00
Materials	41,558.00
Equipment	27,066.00
Subcontracts	13,500.00
Mobilization	1,250.00
Required Training & Certifications	<u>2,800.00</u>
TOTAL	\$146,600.00

UCTC 18194

Houston, Texas 77027

DATE: Nov. 6, 1989

ESTIMATOR: Bert Snead

EST #:

DAILY PRODUCTION: 700.0 (UNITS PER DAY)

HOURS PER SHIFT: 8.0 HOURS

1.0 EACH
SHIFTS PER DAY:

DAYS NEC. TO COMPL.: 40.0 DAYS

TOTAL PROD. HRS.: 320 HOURS

LOCAL SALES TAX 0.00%

---, Removal of Pipe Insulation

DESC:OF T.ENT:	REMOVAL OF PIPE INSULATION	UNIT MEAS.
COST CODE NUMBER:	---	---
1	1	1

COST CODE NUMBER:	----	ONLY HEADS:
PROPOSAL QUANTITY:	----	28000.0 SQ. FT.

KIMMINS TAKEOFF: --->
9975.0 Linear Feet

REMARKS:

M A T E R I A L S	Yield	Quantity	Unit \$	Tot. Cost
Misc. Tools/Mat.	0.00	6X	60425.60	3,625.54
Asb. Gear		280.0	33.25	9,310.00
ACM Bags		3,500.0	0.70	2,450.00
6 Mil Poly		65.0	66.40	4,316.00
Rags		500.0	0.83	415.00
Duct Tape		288.0	3.90	1,123.20
Wetting Agent		25.0	13.10	327.50
Shower Filter		225.0	5.75	1,293.75
Glovebags (small)		1,250.0	9.50	11,875.00
Glovebags (large)		250.0	16.25	4,062.50
2x4 Lumber		150.0	2.40	360.00
Air Saw Blades		200.0	12.00	2,400.00
		0.0	0.00	0.00
		0.0	0.00	0.00
		0.0	0.00	0.00
		0.0	0.00	0.00
Total Sales Taxes:		\$41,558.49	0.000X	0.00
TOTAL MATERIALS:				41,558.49
L A B O R	# Men	Total Hrs	Rate	Tot. Cost
Superintendent	1.0	320	30.65	9,808.00
Foreman	1.0	320	21.76	6,963.20
Labor-Base	0.0	0	0.00	0.00
Labor-Skill	0.0	0	0.00	0.00
Asbes. Work	6.0	1920	19.51	37,459.20
Time Keeper	0.0	0	0.00	0.00
Project Manager	0.0	0	0.00	0.00
Misc.	0.0	0	0.00	0.00
Operator	1.0	320	19.36	6,195.20
Oiler	0.0	0	0.00	0.00
Carpenter	0.0	0	0.00	0.00
Total Direct W				60,426.60
P/R Taxes & Ins.		60425.60	0.00X	0.00
Labor Fringes	0.0	2240	0.00	0.00
Operator Fringes	0.0	320	0.00	0.00
Carpenter Fringes	0.0	0	0.00	0.00
Total Fringes				0.00
* DAILY *	9.0	TOTAL DIRECT LABOR:		60,426.60

EQUIPMENT	Hours	Rate	Tot. Cost
Hepa Vacuum	1280	0.40	512.00
Airless Sprayer	640	1.05	672.00
Decon Trailer	320	12.50	4,000.00
Pick-Up Truck	320	2.50	800.00
Storage Trailer	320	2.00	640.00
Compressor	320	4.60	1,472.00
18 Ton Picker	320	16.90	5,408.00
High Reach	320	15.40	4,928.00
Scaffolding	320	4.70	1,504.00
Air Saws	960	3.75	3,600.00
	0	0.00	0.00
	0	0.00	0.00
	0	0.00	0.00
	0	0.00	0.00
Sales Tax	\$23,536.00	0.000X	0.00
Fuel & Maintenance	\$23,536.00	15.00X	3,530.40
TOTAL RENTED EQUIP.: 27,066.40			
* DAILY *	TOTAL TRUCKING	Rate	Tot. Cost
Mobilization	1	1250.00	1,250.00
Medicals	7	187.50	1,312.50
Training	7	187.50	1,312.50
State License	0	25.00	175.00
	0	0.00	0.00
	0	0.00	0.00
	0	0.00	0.00
Sales Tax	\$4,050.00	0.000X	0.00
* DAILY *	TOTAL TRUCKING:		4,050.00

S U B C O N T.			
Disposal	6.0	750.00	4,500.00
Air Monitoring	40.0	225.00	9,000.00

TOTAL SUBCONTRACTS: 13,500.00			

UCTC 18195

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)
08/04/89

PRODUCER

BRISCO INSURANCE AGENCY
P.O. BOX 7030
THE WOODLANDS, TEXAS
77387-7030

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY LETTER A	ENVIRONMENTAL RISK INS.
COMPANY LETTER B	
COMPANY LETTER C	
COMPANY LETTER D	
COMPANY LETTER E	

INSURED

KIMMINS ABATEMENT CORP.
P. O. BOX 5098
TAMPA, FL

33675-5098

COVERAGES

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	ALL LIMITS IN THOUSANDS
A	GENERAL LIABILITY	11157	12/17/88	12/17/89	GENERAL AGGREGATE \$ 1,000
	☒ COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMPOSPS AGGREGATE \$ 1,000
	☐ CLAIMS MADE ☒ OCCURRENCE				PERSONAL & ADVERTISING INJURY \$ 1,000
	☐ OWNERS & CONTRACTORS PROTECTIVE				EACH OCCURRENCE \$ 1,000
	☒ 5000 DED ED				FIRE DAMAGE (ANY ONE FIRE) \$ 50
					MEDICAL EXPENSE (ANY ONE PERSON) \$ 5
	AUTOMOBILE LIABILITY				CSL \$
	☐ ANY AUTO				BODILY INJURY (PER PERSON) \$
	☐ ALL OWNED AUTOS				BODILY INJURY (PER ACCIDENT) \$
	☐ SCHEDULED AUTOS				PROPERTY DAMAGE \$
	☐ HIRED AUTOS				
	☐ NON OWNED AUTOS				
	☐ GARAGE LIABILITY				
	EXCESS LIABILITY	TBD	12/17/88	12/17/89	EACH OCCURRENCE \$ AGGREGATE \$ 4,000
	☒ OTHER THAN UMBRELLA FORM				
	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY \$ EACH OCCURRENCE \$ OFFICE POLICY LIMIT \$ DISCONTINUATION OF INCOME \$
A	OTHER ASBESTOS SPEC. LIABILITY	11157	12/17/88	12/17/89	INCLUDED \$

DESCRIPTION OF OPERATIONS, LOCATIONS, VEHICLES, RESTRICTIONS, SPECIAL ITEMS
BID PURPOSES ONLY.

CERTIFICATE NO. 01

Bid Purposes Only

IF ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES AUTHORIZED REPRESENTATIVE

R M Brisco

ACORD 101

UCTC 18196

ACORD. CERTIFICATE OF INSURANCE

RECEIVED SEP 3 1989

ISSUE DATE MM/DD/YY
8/28/89

PRODUCER

Frank B. Hall & Company Of Florida
P.O. Box 23545
Tampa, Florida 33623
(813) 884-8470

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

CODE

SUB CODE

INSURED

Kimmins Abatement Corporation
P.O. Box 75321
Tampa, Florida 33675

COMPANY LETTER A

National Council On Compensation Insurance

COMPANY LETTER B

COMPANY LETTER C

COMPANY LETTER D

COMPANY LETTER E

COVERAGES

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CO TR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	ALL LIMITS IN THOUSANDS
	GENERAL LIABILITY				GENERAL AGGREGATE \$
	COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OPS AGGREGATE \$
	CLAIMS MADE OCCUR				PERSONAL & ADVERTISING INJURY \$
	OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE \$
					FIRE DAMAGE (Any one fire) \$
					MEDICAL EXPENSE (Any one person) \$
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT \$
	ANY AUTO				BODILY INJURY (Per person) \$
	ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	SCHEDULED AUTOS				PROPERTY DAMAGE \$
	HIRED AUTOS				
	NON-OWNED AUTOS				
	GARAGE LIABILITY				
	EXCESS LIABILITY				EACH OCCURRENCE \$
					AGGREGATE \$
	OTHER THAN UMBRELLA FORM				
	WORKERS COMPENSATION				STATUTORY
A	AND	TBD	8/21/89	8/21/90	\$ 1,000, (EACH ACCIDENT)
	EMPLOYERS' LIABILITY				\$ 1,000, (DISEASE-POLICY LIMIT)
					\$ 1,000, (DISEASE-EACH EMPLOYEE)
	OTHER				

DESCRIPTION OF OPERATIONS, LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

FOR BID PURPOSES

UCTC 18197

CERTIFICATE HOLDER

Kimmins Abatement Corporation
3555 Timmons
Suite 1250
Houston, TX 77027
ATTN: BURT SNEAD

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ANTHONY RISOLDI

ACORD 205

OCORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)
9/21/89 bp

PRODUCER

TX WORKER'S COMPENSATION
ASSIGNED RISK POOL
C/O THE TRAVELERS - P.O. BOX 660452
DALLAS, TX 75266-0452
PHONE: (214) 470-8797

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY LETTER	A	THE TRAVELERS INDEMNITY COMPANY OF RHODE ISLAND
COMPANY LETTER	B	
COMPANY LETTER	C	
COMPANY LETTER	D	
COMPANY LETTER	E	

INSURED

KIMMINS ABATEMENT CORPORATION
P. O. BOX 75321
TAMPA, FL 33675

COVERAGES

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIABILITY LIMITS IN THOUSANDS		
						EACH OCCURRENCE	AGGREGATE
	GENERAL LIABILITY						
	☐ COMPREHENSIVE FORM				BODILY INJURY	\$	\$
	☐ PREMISES OPERATIONS				PROPERTY DAMAGE	\$	\$
	☐ UNDERGROUND EXPLOSION & LAPSE HAZARD				BI & PD COMBINED	\$	\$
	☐ PRODUCTS/COMPLETED OPERATIONS						
	☐ CONTRACTUAL						
	☐ INDEPENDENT CONTRACTORS						
	☐ BROAD FORM PROPERTY DAMAGE						
	☐ PERSONAL INJURY				PERSONAL INJURY	\$	
	AUTOMOBILE LIABILITY						
	☐ ANY AUTO				BODILY INJURY (PER PERSON)	\$	
	☐ ALL OWNED AUTOS (PRIV. PASS.)				BODILY INJURY (PER ACCIDENT)	\$	
	☐ ALL OWNED AUTOS (OTHER THAN PRIV. PASS.)				PROPERTY DAMAGE	\$	
	☐ HIRED AUTOS				BI & PD COMBINED	\$	
	☐ NON-OWNED AUTOS						
	☐ GARAGE LIABILITY						
	EXCESS LIABILITY						
	☐ UMBRELLA FORM				BI & PD COMBINED	\$	\$
	☐ OTHER THAN UMBRELLA FORM						
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY	6EE-UB-865J859-3	8/21/89	8/21/90	STATUTORY		
					\$ 500,000 (EACH ACCIDENT)		
					\$ 500,000 (DISPOSE POLICY LIMIT)		
					\$ 500,000 (INCREASE EACH EMPLOYEE)		
	OTHER						

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

TEXAS

UCTC 18198

FOR BID PURPOSES

CERTIFICATE HOLDER

KIMMINS ABATEMENT CORPORATION
3555 TIMMONS
SUITE 1250
HOUSTON, TX 77027
ATTN: BURT SNEAD

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD

