

R.G. Duran

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CONTRACT

Purchase Order No. CE816823WP

Vendor No. 342886A00
Authorization No. WPH-3468
Contract No. 29487

Pittsburgh, Pennsylvania
1983 December 22

GAILEY, INC.
P. O. Box 7663
Pittsburgh, Pa. 15214

a Pennsylvania corporation (herein called the "Contractor") and

WILPEN, INC.
1501 Alcoa Building
Pittsburgh, Pennsylvania 15219

a Pennsylvania corporation (herein called the "Owner").

The parties hereto mutually agree as follows:

ARTICLE I. STATEMENT OF WORK.

The Contractor shall complete, and shall furnish all supervision, labor, materials, tools, equipment, unloading, hauling, taxes, insurance and all other things necessary (unless otherwise herein provided) for the completion of asbestos encapsulation, removal and repair at the Owner's William Penn Hotel, Pittsburgh, Pa., as herein specified.

ARTICLE II. CONTRACT DOCUMENTS.

Work shall be performed in accordance with this Contract and the following documents, all of which by reference thereto, are incorporated herein and made a part hereof:

- A. General Conditions, Form 1060S, Pages A-1 through A-10, revised 1980, April.
- B. Specifications entitled: "Wilpen, Inc., William Penn Hotel, 530 William Penn Place, Pittsburgh, Pennsylvania, Specifications for the Asbestos Encapsulation, Removal, and Repair" Revised 1983 December 01.
- C. Drawings as listed in the referenced Specifications, Paragraph B., above.

PLAINTIFF'S
EXHIBIT
AL-1373

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ARTICLE III. SPECIAL AGREEMENTS.

A. The Contractor agrees to maintain the following insurance with at least the following limits: Workmen's Compensation Insurance in accordance with the laws of the State of Pennsylvania, Excess Liability Insurance (\$2,000,000.00) - (Umbrella).

B. Where the Owner authorizes extra work under this Contract per Article 3., Paragraph C., of the Owner's General Conditions., ARTICLE II. CONTRACT DOCUMENTS., Paragraph A., herein, the Contractor shall keep full and detailed accounts and records as may be necessary to reflect the actual costs of all work performed under this Contract, and these records will be subject to audit by the Owner upon prior notice to the Contractor.

ARTICLE IV. SCHEDULE.

The Contractor agrees that the work shall be done at a rate equal to the schedule of progress shown in the Specifications., ARTICLE II. CONTRACT DOCUMENTS., Paragraph B., herein. All field labor employed shall work in accordance with local trade practices.

ARTICLE V. COMPENSATION.

The Owner will pay the Contractor for the performance of this Contract as follows:

ITEMS FOR PAYMENT

PRICE LOT

A. Second Sub-basement	\$16,506.00
B. First Sub-basement	5,360.00
C. Pittsburgh Room - Mechanical Space	4,100.00
D. Kitchen - Club Crawl Space	
1. Kitchen Exhaust Ducting	13,600.00
2. Pipe	11,000.00
E. 16th - 17th Floor Crawl Space	
1. Oliver Avenue Side	37,000.00
2. Sixth Avenue Side	37,800.00
F. Valet Shop	4,560.00
G. 18th - 19th Floor Crawl Space	23,000.00
H. 21st Floor Mechanical Equipment Room	2,800.00
I. 22nd thru 24th Floor Including Elevator Penthouse	9,900.00



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ARTICLE VI. SOLE AGREEMENT.

This Contract, including the other documents referred to in ARTICLE II. CONTRACT DOCUMENTS., herein, constitutes the entire agreement between the Contractor and the Owner and shall be governed by the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the said parties have caused this agreement to be executed, in duplicate, as of the day and year first above written.

WITNESS:

GAILEY, INC.

By _____

Title _____

WITNESS:

WILPEN, INC.

By _____

PEB:GRF:clc

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L001



iley, Inc.
O. Box 7663
ttsburgh, PA 15214

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Rev. 83 DEC 01

II - 1

II. BASIS OF PAYMENT

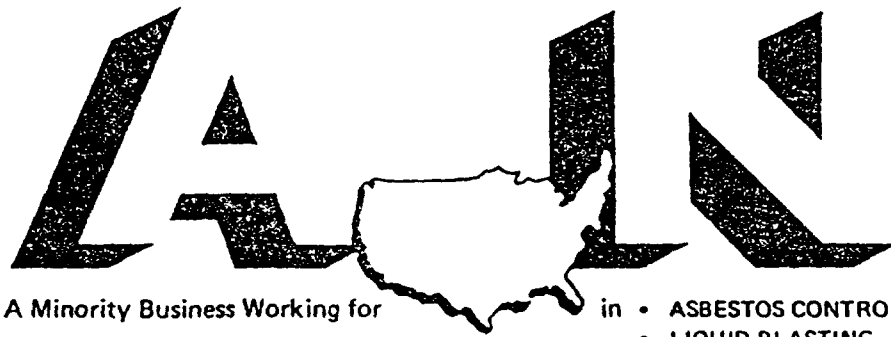
Work covered under these Specifications shall be bid on the following lump sum basis for each of the listed Owner options:

Options:	1. Optimum Schedule (Contractor's Option)			
	2. Shortest Schedule			
	3. Night Shift Only			
A. 2nd Subbasement		L.S. \$ 16,506	#3 18,006	#2 17,706
B. 1st Subbasement		L.S. \$ 5,000	5,360	5,200
C. Pittsburgh Room - Mechanical Space, Etc.		L.S. \$ 3,742	4,100	3,950
D. Kitchen, Pastry Shop and Club Crawl Spaces				
1. Kitchen Exhaust Ducting		L.S. \$ 12,422	13,600	13,100
2. Pipe		L.S. \$ 10,000	11,000	10,600
E. 16th - 17th Floor Crawl Space				
1. Oliver Avenue Side		L.S. \$ 34,000	37,000	36,000
2. Sixth Avenue Side		L.S. \$ 34,800	37,800	36,800
F. Valet Shop		L.S. \$ 4,200	4,560	4,400
G. 18th - 19th Floor Space		L.S. \$ 20,900	23,000	22,000
H. 21st Floor Mechanical Equipment Room		L.S. \$ 2,500	2,800	2,700
I. 22nd thru 24th Floor Including Elevator Penthouse		L.S. \$ 9,000	9,900	9,500
	TOTAL	L.S. \$ 153,070	167,126	161,956

* Price includes reinsulation of 4- 2 X 7 heat exchangers

Addendum No. 1 included in these prices.

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Inc.

A Minority Business Working for

- in • ASBESTOS CONTROL
• LIQUID BLASTING
• ENERGY RETROFIT
• BUILDING RESTORATION

BID EXPLANATION

Base bid consist of all work being done during normal working hours scope of work according to specs.

Alt. #1 all work done after normal working hours and as marked.

Alt. #2 consist of all work done running 3 consecutive shifts till complete to allow shortest asbestos removal schedule.

Alt. #3 is additional repairs being made to insulation that were not marked but in same area as marked, at normal working hours.

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AMARAL & NEUMEYER

374 McKee Place, P. O. Box 7497, Pittsburgh, PA 15213
412-687-3771

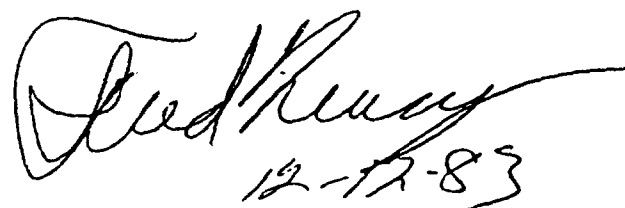
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II. BASIS OF PAYMENT

Work covered under these Specifications shall be bid on the following lump sum basis for each of the listed Owner options:

- Options:
1. Optimum Schedule (Contractor's Option)
 2. Shortest Schedule
 3. Night Shift Only

	Base	Alt #1	Alt #2	Alt #3
A. 2nd Subbasement	\$27,609	\$31,923	\$35,231	\$38,309
B. 1st Subbasement	\$20,545	\$24,356	\$27,556	-0-
C. Pittsburgh Room	\$10,709	\$12,360	\$13,990	\$13,944
D. Kitchen				
1. Duct	\$57,269	\$82,314	\$100,074	-0-
2. Pipe	\$46,577	\$71,622	\$89,384	-0-
E. 16th & 17th FL. Crawl Space				
1. Olive Ave	\$78,146	\$90,842	\$100,448	-0-
2. 6th Ave.	\$78,536	\$91,247	\$100,853	
F. Valet Shop	\$2,900	\$3,500	\$4,100	-0-
G. 18th & 19th FL.	\$60,767	\$70,459	\$77,844	-0-
H. 21st FL.	\$15,741	\$17,328	\$18,731	-0-
I. 22nd thru 24th FL.	\$15,856	\$17,762	\$19,423	
	<u>414,655</u>	<u>513,713</u>	<u>587,637</u>	


12-17-83

TELEGRAM

This Copy for ☐ TELEGRAPH OFFICE ☐ FILE ☐ CONFIRMATION ☐

POINT OF ORIGIN & DATE: _____

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Thyht.

TO:

A.	50,582		
B	14,621		
C	11,617		
D-1	} 59,575		
D-2			
E-1	} 54,717		
E-2			
F	7,448		
G	38,276		
H	13,117		
I	17,307		
	267,460	292,483	309,123

1202 REV. 1-71

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CONTRACT CHANGE NO. 1

2 MB

To Purchase Order No. CE816823WP - Dated 1983 December 22

Vendor No. 342886A00
Authorization No. WPH-3468
Contract No. 29487

Pittsburgh, Pennsylvania
1984 February 15

Contract entered into by and between:

GAILEY, INC.
P. O. Box 7663
Pittsburgh, Pennsylvania ---15214-----

a Pennsylvania corporation (herein called the "Contractor") and

WILPEN, INC.
1501 Alcoa Building
Pittsburgh, Pennsylvania 15219

a Pennsylvania corporation (herein called the "Owner").

The parties hereto by Contract Purchase Order No. CE816823WP dated 1983 December 22, have previously agreed that the Contractor shall complete, and shall furnish all supervision, labor, materials, tools, equipment, unloading, hauling, taxes, insurance and all other things necessary (unless otherwise therein provided) for the completion of asbestos encapsulation, removal and repair at the Owner's William Penn Hotel, as therein specified.

The said parties desire to amend the said Contract Purchase Order and therefore, intending to be legally bound, hereby agree as follows:

ARTICLE V. COMPENSATION., Items for Payment, is amended to read as follows:

ITEMS FOR PAYMENT

PRICE LOT

A. Second Sub-basement	\$16,506.00
B. First Sub-basement	5,360.00
C. Pittsburgh Room - Mechanical Space	3,742.00
D. Kitchen - Club Crawl Space	
1. Kitchen Exhaust Ducting	16,575.00
2. Pipe	13,406.00
E. 16th - 17th Floor Crawl Space	
1. Oliver Avenue Side	45,094.00
2. Sixth Avenue Side	46,069.00
F. Valet Shop	5,558.00
G. 18th - 19th Floor Crawl Space	28,031.00

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CONTRACT CHANGE NO. 1

To Purchase Order No. CE816823WP - Dated 1983 December 22

ITEMS FOR PAYMENT

PRICE LOT

H. 21st Floor Mechanical Equipment Room	3,413.00
I. 22nd thru 24th Floor Including Elevator Penthouse	12,066.00

These price changes are incorporated to reflect lower costs for those items (A & C) performed on the daylight shift and higher costs for items D through I which will be performed on the night (11:00 P.M. to 7:00 A.M.) shift.

The said Contract Purchase Order as hereby amended shall remain in full force and effect.

IN WITNESS WHEREOF, the said parties have caused this amendatory agreement to be executed, in duplicate, as of the day and year first above written.

WITNESS:

GAILEY, INC.

By _____

Title _____

WITNESS:

WILPEN, INC.

By _____

WILLIAM PENN HOTEL

Pittsburgh, Pa.

FROM— F. L. SHELHAMER

DATE 1984 FEBRUARY 23

TO— SEE DISTRIBUTION

CONFIDENTIAL

RE: SCHEDULE FOR ASBESTOS WORK

As of this date, the asbestos contractor has completed and turned over to the Hotel the following areas:

1st Basement Garbage Can Cleaning Area
Pittsburgh Room - Fan Room
Valet Shop
18th Floor Kitchen Steam Table Area

In addition, they have completed the removal in the 18th Floor Silver Cleaning Room and should be thru with their final clean-up on February 24. They have also completed removal in the Engineers' Locker Room, 2nd Basement; however, this area requires additional cleaning and testing before it will be usable.

Work is scheduled to continue on the 18th Floor in the Furniture Storage Room and some minor work in the hallway. After this work is completed, the contractor will proceed to the 1st Basement to begin patching and minor removal work of damaged insulation at this level.

Also, beginning February 26, the contractor will begin masking the 16th-17th Floor Crawl Space as a preliminary step to beginning his work in this area. Also, during this work, there will continue to be a daylight crew working on areas in the 2nd Basement and minor other projects.

For your information,



F. L. Shelhamer
Director - Engineering, Maintenance
& Housekeeping

FLS:dcn

DISTRIBUTION: S. J. Bader
R. R. Chaffey
R. G. Duhon (Alcoa)
G. R. Farneth (Alcoa)
G. J. Figulski
T. J. Lannen
C. C. Roure
R. A. Roth
J. E. Sander (Alcoa)
F. G. Weinheimer/D. J. Hricko
N. A. Healy

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FEB 27 1984
R.G.D.

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WILLIAM PENN HOTEL

Pittsburgh, Pa.

FROM— F. L. SHELHAMER

DATE 1984 FEBRUARY 09

TO— SEE DISTRIBUTION

CONFIDENTIAL

RE: SCHEDULE FOR ASBESTOS WORK

As of February 09, the asbestos contractor is somewhat behind in his schedule. We have presently completed the 1st Basement garbage can cleaning area; and this area will be turned back over for use as soon as additional drums are received to pack the material that is presently bagged. They have also completed a large amount of work in the 2nd Sub-basement and are presently working in the Pittsburgh Room fan room. The removal of this area will be completed this week with minor patching done next week (this will be done around functions as necessary).

On Sunday, February 12, at 11:00 p.m., work will begin in the 18th Floor kitchen around the steam tables and is scheduled to be completed on Tuesday night (February 14). After this, they will complete the balance of the 18th Floor work including the Valet Shop, the silverware cleaning area and the furniture storage room. All work on the 18th Floor will be done between 11:00 p.m. to 7:00 a.m..

During the week of February 13, there will still be a small crew working daylight hours to finish up some areas in the 1st and 2nd Sub-basements.

For your information.



F. L. Shelhamer
Director - Engineering, Maintenance
& Housekeeping

FLS:dcn

DISTRIBUTION: S. J. Bader
R. R. Chaffey
R. G. Duhon (Alcoa)
G. R. Farneth (Alcoa)
G. J. Figulski
C. C. Roure
R. A. Roth
J. E. Sander (Alcoa)
F. G. Weinheimer/D.J. Hricko

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