

November 1982

IN RE: AIRBAMIS

Stamp No. 0113

PLAINTIFF'S
EXHIBIT

WH-824

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W88-0004248

Westinghouse
Electric Corporation

Westinghouse
Elevator Company

455 N. Seventh Street
Philadelphia, Pennsylvania 19123
(215) 238 4730 Sales
(215) 238 4743 Plant

August 25, 1987

Mr. William Shore
Sr. Project Manager
LEWIS/MC GOVERN BOVIS OF PENNSYLVANIA, INC.
The Bellevue Stratford
200 So. Broad Street
Philadelphia, Pennsylvania 19102

RE: THE BELLEVUE
Philadelphia, Pennsylvania
Your No. 489
Our: 4510-N-210209

Dear Mr. Shore:

In view of the acknowledged presence of asbestos containing materials in the Bellevue, we are hereby advising you of Westinghouse Elevator Company's policy in this regard.

1. Westinghouse cannot proceed with a contract or work on this job until we are assured that the work area poses no threat of asbestos exposure to our workers. Since the presence of asbestos can only be confirmed by testing from a reputable laboratory, it is recommended that you contact such a laboratory to arrange for a test at your earliest convenience.
2. Please be further advised that we shall require that the following language be added to any subsequently negotiated contract:

"Purchaser warrants that the work site and building do not contain any asbestos, asbestos containing materials or airborne asbestos fibre. If Company, prior to or after commencing work at the work site, has reasonable cause to believe that asbestos may be present, Company may request Purchaser to obtain bulk sample testing to confirm the presence of the substance. In the event that material containing asbestos is confirmed, Company may, at its sole option, terminate this contract without any further liability on its part, and Purchaser shall pay Company in full for all work completed up to the date of termination. Company shall complete

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IN RE: AIRBAYS

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Mr. William Shore (cont'd.)
LEHRER/MC GOVERN ROVIS OF PA., INC.
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work under this contract if, within 30 days from Company's notification to Purchaser of the presence of asbestos, Purchaser has removed or contained the asbestos to the satisfaction of the Company. Purchaser agrees to incur all cost connected with any special facilities, air monitoring, testing or personal protection equipment which may be required under applicable laws to perform the work. Purchaser further agrees to defend, indemnify and hold harmless Company for any and all damages, claims, cost, expenses (including legal and attorneys' fees) arising out of any claim for asbestos related personal injury (including death, disease or sickness) or property damage."

Very truly yours,

WESTINGHOUSE ELEVATOR COMPANY
Westinghouse Electric Corporation



George Roberts
Sales Representative

MSR19

STAN MARTIN : W.N 397-6552

IN RE: AIRLINES November 1992



Lehrer McGovern Bovis
of Pennsylvania, Inc.

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HV88-0004250

September 8, 1987

Mr. George Roberts
Westinghouse Elevator Co.
455 N. 7th Street
Phila., PA 19123

Re: Asbestos at Bellevue-Letter 8/25/87
The Bellevue #489
1420 Elevations

Dear George:

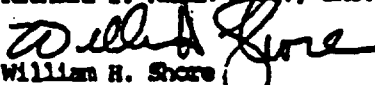
In review of your letter on the above subject dated 8/25/87 we offer the following comments.

Item #1: We have been removing asbestos containing materials in the building since March '87 under the strict control of the Owners Environmental consultant Kaselane & D'Angelo. During the removals testing has been a continual process to verify the air quality during removal and subsequent to removal, in order to certify an area clean. R&D had developed a comprehensive plan and set of specs for which we have hired a firm to perform the removal work, much like the relationship between John Van Deusen and yourselves. Should you have any specific questions or concerns I suggest you can contact them directly to review.

Item #2: We would like to remind you that included within the Bid documents both in 1986 and spring of this year in Lehrer McGovern Bovis Special Conditions is a statement about asbestos within the building, specifically Exhibit "I", number 39 (see attached). Therefore I don't believe at this juncture or at any time the language outlined in your Item #2 would be acceptable.

- a) Work is currently in progress. There is asbestos containing material being removed under a specific Scope of Work. There will also be material left once our scope is completed in accordance with R&D approval.
- b) Bid document informed everyone of the presence of asbestos material, termination on this basis is unacceptable as there will always be some material in the building.

The above is for your review and we can discuss when you return.

Very truly yours,
LEHRER MCGOVERN BOVIS of PA., INC.
As Agent for
Richard I. Rubin & Co., Inc., Agent

William H. Shore
Sr. Project Manager
0021

cc: w/attached
Charles Newman
Bill Johnstone
Nick Klein
Mark Nelson
WHS
1420

NEW YORK BY
BALTIMORE AND
THRU BY
WASHINGTON DC
WASHINGTON DC

... .. 04-02-87 245-8220

TIN RE: AIRBAMS

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NW88-8884251

... as the counterpart of work stoppage of
mechanic's lien in form approved by Construction Manager
which shall be filed with the Prothonotary of Philadelphia
County as required by law. Such waiver shall be in
addition to a partial release of lien which shall be
required of Contractor in connection with each Application
for Payment from Contractor, which partial release shall
be in form satisfactory to Construction Manager.

- ✓ 22. With respect to the status of construction within the building, Contractor acknowledges and confirms that: (1) portions of the building include friable asbestos materials (such as surrounding certain pipes, and air handling units, floors, walls, ceilings, etc.); and (11) it will perform the work in a manner so that all such asbestos material will not be physically disturbed to insure that no friable asbestos materials become airborne during the course of performance of the work or thereafter. If despite this obligation Contractor causes asbestos to become airborne, it shall immediately notify Construction Manager of the occurrence. The Contractor further acknowledges that a program will be initiated at the building concerning the removal, encapsulation and containment of asbestos materials to the extent necessary. Accordingly the Contractor shall perform its work in accordance with the directions of Construction Manager (including, without limitation, in accordance with the performance time and location requirements established by Construction Manager) so as to perform such work in a manner consistent with the program.
23. Any work claimed by trades employed by this Contractor shall be included within the Contract unless specifically listed as not being included.

Exhibit I Special Conditions

Nov 14, 1997

10:30 a.m.

From [Signature]