

INTER-COMPANY MEMO



DATE March 30, 1988

TO ~~Okie Crossland~~

FROM C. W. Herber

SUBJECT GILMAN'S ASBESTOS REMOVAL CONTRACT

Attached is a copy of the Field Service Contract C-88386 for Gilman's Asbestos Removal work. I have hi-lited several items that are owed us by the contractor. It is extremely important that we receive this information exactly as specified in order that we measure, report, and compare productivity in a similar manner to others doing the same type work.

Also attached are two forms that Gilman may use to report weekly productivity. Requirement No. 10 requires a separate report for removal and installation. Item G of Requirement 10 can be a simple itemized list attached to the installation form.

Please advise immediately, if for any reason, Gilman cannot comply with any of the above.

Thanks,

CW.

C.W.

CWH/cp

Attachments

cc: Gilman Insulation

K 010213

FIELD SERVICE CONTRACT #C-88386
WORK SPECIFICATION

Furnish Materials, Labor, Tools, Equipment, Insurance and Qualified Supervision in accordance with the requirements of OSHA 29CFR1926.58 and EPA 40CFR61 to complete the removal, as specified, of Asbestos containing material at Koch's Corpus Christi Refinery and associated facilities. The Contractor in performing this contract shall meet all State and Local Requirements for the removal of asbestos containing material. Contractor shall enter into and sign Koch's Professional Service Contract and shall meet all insurance requirements. The Terms and Conditions of the Professional Service Contract shall supersede all other Terms and Conditions.

Koch will furnish a project coordinator who will serve as the focal point for all communications, directions, instructions, job coordination and information flow.

Work shall be performed in accordance with rates submitted with proposal dated November 1, 1987, a copy of which is attached hereto.

SPECIFIC REQUIREMENTS OF CONTRACTOR

- 1) Contractor shall provide special all-metal scaffolding and labor associated with the erection and dismantling of the scaffolding. Contractor shall color code or identify Contractor's scaffolding to the satisfaction of Koch's Materials Department to differentiate from Koch-owned scaffolding.
- 2) Contractor shall provide multi-crafted workmen who are sufficiently skilled to perform scaffolding work as well as insulation removal and installation.
- 3) Contractor shall install new insulation in accordance with thicknesses as specified in the latest edition of Koch's Insulation Standard.
- 4) Contractor's normal work schedule shall be a 40 hour week. Work schedule shall be kept flexible to benefit the Contractor and Koch, however, the choices should be limited to a four day, ten hour shift or a five day, eight hour shift. Starting time for day work is proposed as 7:30 a.m. Overtime hours shall only be worked at the direction of Koch's Project Coordinator. With sufficient advance notice Contractor shall revise work schedule to perform Saturday/Sunday work or night work without use of overtime, if requested by Koch.

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- 5) Daily Time Sheets shall be submitted to Koch's Project Coordinator for approval. A copy of all Material Order Forms shall also be supplied to Koch's Project Coordinator. These Material Order Forms shall identify where the material is to be used, i.e., line # or equipment #.
- 6) Contractor shall file an Abatement Plan with EPA, OSHA, State and Local Agencies as required prior to the start of work. A copy of this plan shall be submitted to Koch's Project Coordinator.
- 7) Contractor shall attend a Safety Orientation with Koch's Loss Control Department prior to start of work and shall adhere to all safety requirements as outlined in this Orientation Meeting.
- 8) Contractor shall attend a Security Orientation with Koch's Security Department prior to start of work and shall adhere to Koch's Security Policy and Procedures.
- 9) With sufficient advance notice Contractor shall start work with a crew of six to eight people; and as approved by Koch, build crew up to 18 to 20 people.
- 10) The Contractor shall supply a weekly productivity report to the Koch Project Coordinator. A separate report shall be supplied for removal and installation. The productivity report shall be as follows:

~~Project Title~~
~~Work was performed~~
~~On this date~~
~~Productivity this date~~

- 1) Lineal feet per manhour
- 2) Equivalent feet per manhour
- E) Cumulative manhours
- F) Cumulative productivity
 - 1) Lineal feet per manhour
 - 2) Equivalent feet per manhour
- G) Itemized list of each pipe size insulated
 - 1) Straight pipe
 - 2) Elbows, tees
 - 3) Valves

To calculate completed footages, 50% will be given for insulation and 50% will be given for jacketing completion. Equivalent footages shall be calculated by allotting 4 feet for each elbow or tee, 12 feet for each valve, and 1 foot for each lineal foot of pipe.

The number of hours used for determining productivity shall consist of all on-site hours expended by the contractor, except those of its project manager or non-working superintendents. Clerks and administrative personnel in the field shall be included in the productivity basis.

- 11) Contractor's books, records, correspondence, accounting procedures and practices and any other supporting evidence relating to this Contract (all the foregoing hereinafter referred to as "Records") shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by Agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims based on Contractor's actual costs (including direct and indirect costs and overhead allocations) incurred or units expended, directly in the performance of work under this Contract. For the purpose of evaluating or verifying such actual or claimed costs or units expended, Agent or its authorized representative shall have access to said records from the effective date of this Contract, for the duration of the work and until one (1) year after the date of final payment by Agent to Contractor pursuant to this Contract.

Agent or its authorized representative shall have access, during normal working hours, to all necessary Contractor facilities, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of this Article. Agent shall give Contractor reasonable advance notice of intended audits.

- 12) Contractor shall provide dry storage for insulating materials.

ITEMS FURNISHED BY KOCH

- 1) Koch will furnish insulation materials and jacketing unless otherwise specified. If Contractor is asked to furnish these materials, they shall be furnished in accordance with Contractor's rates attached hereto.
- 2) Koch will supply the following utilities:
 - a) Sanitary water supply.
 - b) Sanitary sewer.
 - c) Temporary restroom facilities, Skid-O-Kan or equal, shall be provided by the Contractor in locations approved by the Company. The Contractor shall maintain such facilities in a sanitary condition and, upon completion of the job, repair the area acceptable to the Company.
 - d) Koch shall provide electrical power at 115V capacity as required by the Contractor.
 - e) The Contractor shall furnish air and fuel needed for the job.
 - f) Contractor shall ~~not use, or tie-in to,~~ any Plant Utility System without express permission of the Project Coordinator.
- 3) Koch will take custody of the asbestos containing material after proper bagging and labeling by the Contractor and will be responsible for disposal of same. Records of disposal, including copies of hazardous waste manifests, will be given to Contractor.

GENERAL CONDITIONS

All work done on Koch property or in conjunction with Koch facilities shall be done per the applicable Koch Standards and/or Specifications, and under the scrutiny of the plant's Safety and Security Rules and Regulations. The Contractor is responsible for the knowledge and enforcement of these regulations upon their work forces. It is also the Contractor's responsibility to inform any subcontractors they use in the execution of this Contract about these documents.

In the event Koch Specifications do not cover a specific part of this contract, the work shall be completed under the Uniform Building Code and applicable OSHA regulations.

PAGE 5

It is important the Contractor understand the work being performed is in an existing plant and equipment will be in operation during the construction period. The Contractor must plan and coordinate his activities so as not to interfere with the continued plant operations. Full access by others to roadways, buildings, equipment and other operating facilities shall not be hindered without specific permission from appropriate refinery supervisors.

The Project Coordinator will have final judgement as to what is a work day. Inclement weather shall not hinder work from proceeding. Discussion of all work stoppages with the Project Coordinator in advance is required.

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