

L. L. Rippey 26 April '94 Excellent High Quality

To: Bill Shier;

RECEIVED
APR 27 1994

Attached is an updated sampling plan and quotes. There were some corrections but the big change is the addition of TEM (Transmission Electron Microscopy) samples. These are now (new!) required for clearance under the "School Rule" so they are becoming the industry standard.

I called and left a message for Pam Kent (on vacation until 2 May) to get her input on the Lender perspective.



1501 Alcoa Building
Pittsburgh, Pennsylvania 15219



Alcoa Building
Asbestos Sampling Plan

Methods:

I. Phase Contrast Microscopy (PCM) samples:

High volume samples should be conducted using the NIOSH 7400 method. Sampling results are to be compared with the EPA recommended clearance level of 0.01 fibers/cc.

- Sampling equipment - high volume pump (2 to 12liters per minute)
- Minimum sample volume 3000 liters of air (per each sample)
- Sampling medium 0.8um pore size mixed cellulose ester membrane filter
- 25mm open face filter in a three piece filter holder with a 50mm electrically conductive extension cowl
- Two field blanks (per each day of sampling)
- Analytical method phase contrast microscopy (PCM) fiber count (NIOSH 7400 & 29CFR 1926.58 mandatory Appendix A "OSHA Reference Method" - especially quality control aspects)

II. Transmission Electron Microscopy (TEM) samples:

High volume samples should be conducted using the U.S. EPA AHERA method. Sampling results are to be compared with the EPA recommended clearance level of 70 structures/mm².

- Sampling equipment - high volume pump (2 to 12liters per minute)
- Minimum sample volume 3000 liters of air (per each sample)
- Sampling medium 0.8um pore size mixed cellulose ester membrane filter
- 25mm open face filter in a three piece filter holder with a 50mm electrically conductive extension cowl
- Three field blanks (per each day of sampling)
- Analytical method transmission electron microscopy (TEM) fiber count (Method specified by the EPA (AHERA) Asbestos Emergency Response Act)

One TEM and three PCM samples at every sampling location.

Sampling locations:

1. Floor 31 at base of ladder to the roof
2. Sub-basement steam room
3. Typical floor - either unoccupied office, conference room or hallway (either 6 or 19 where occupants will understand the nature and purpose of the testing)
4. Floor 14 conference room (subject to vibration from the 15th floor mailroom). This is a tenant occupied floor occupied by the law firm LeBoeuf, Lamb, Leiby & MacRae.
5. Sampling concurrent with removal job
 - a. outside the enclosure during the ACM removal job, and
 - b. clearance sample on the floor where removal operations were conducted after dismantling of the enclosure at the end of the job.

Sampling services are available from:

*Price quotes are being obtained from two of the following sampling contractors. Quotes will include analysis at a certified outside lab or the alternative of analysis performed by Alcoa EHL.

*ACM Compliance, Inc. (may not employ any CIHs)

*Baker/TSA, Inc.

ICF Kaiser Engineers, Inc.

IT Corporation

NUS Corporation

S.E. Technologies

Cost estimate:

The attached quotes received from the vendors contacted indicate that the cost of the modified asbestos survey (with TEM samples) ranges from \$1910 to \$2075. An additional quote which doesn't include the analysis of the PCM samples ranges from \$1310 to \$1775. If we decide to go this way, we can have the PCM samples analyzed at ATC Environmental Health Lab (EHL) at \$20/sample (as compared with the \$30 - \$40 charged by outside labs). EHL maintains all of the certifications and QC programs that are required for this work.



a.c.m. compliance, Inc.

r.d.#2 box 265-a • saltsburg, pa 15681-9802
412-468-4277 • fax 412-468-4285asbestos management • EPA/AHERA accredited • PA certified • lead paint and water testing
surveys and assessments • compliance monitoring • project design • commercial/ industrial**FAX Transmittal**

To: LAURA RIPPY

Fax. Number: 553-2393

From: MARY BETH NEUMEYER

Number of pages (including cover): 4

LAURA,
ORIGINAL SENT VIA PRIORITY MAIL
ALONG WITH ATTACHMENTS.
PLEASE CALL IF YOU HAVE
ANY QUESTIONS



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412-468-4277 • fax 412-468-4285

asbestos management • EPA/AHERA accredited • PA certified • lead paint and water testing
surveys and assessments • compliance monitoring • project design • commercial / industrial

April 25, 1994

Ms Laura Rippey, CIH
Aluminum Company of America
1501 Alcoa Building
Room 656
Pittsburgh, PA 15219-1950

re: High Volume Air Monitoring
Alcoa Building

Dear Ms Rippey:

ACM Compliance, Inc. is pleased to submit for your approval our proposal for the asbestos related air monitoring services at the Alcoa Building. Per our previous telephone discussion, the air volumes have been increased 1500 - 3000 liters to comply with the Allegheny County Health Department, Bureau of Air Pollution Control final air clearance standard as well as NIOSH 7400 method for air monitoring, see attached method.

The initial air monitoring program will include sampling at the following locations: 31st floor at base of roof ladder, sub-basement steam room, 6th or 19th floor, the 13th floor conference room, as well as outside the enclosure during an abatement activity.

1-1th

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ALCOA Building
April 25, 1994

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The subsequent air monitoring program will include a sample in the abatement area after completion, (total removal of the enclosure) of an abatement activity. If an additional day is necessary to draw the during-abatement procedure sample, pricing for that sampling day is included separately. Four samples will be drawn at each location, three will be analyzed by PCM, Phase Contrast Microscopy, while the fourth sample, will be analyzed by using the TEM method, Transmission Electron Microscopy.

It is understood that the PCM samples may, at ALCOA's discretion, be analyzed at the ALCOA Environmental Health Laboratory. Additionally, a field blank will be submitted for analysis each day.

Pricing

1. Air Monitoring Program
 - Initial Monitoring \$350.00
 - After Abatement Monitoring \$150.00
 - Additional Sampling Day (if needed) \$150.00
2. Air sample analysis PCM
 - 20 samples (including 2 field blanks)
@ \$30.00/sample \$600.00
3. Air sample analysis TEM
 - 6 samples @ \$110.00 \$660.00

\$ 1,910

Including everything

\$ 1,310

w/ Alcoa
analyzed TEM
Samples

ALCOA Building
April 25, 1994

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As discussed, I have attached the Appendix A of Subpart E from the AHERA regulation concerning TEM sampling and analysis, as well as the previously mentioned NIOSH 7400 method for the for your files. Thank you for the opportunity to provide you with this proposal. Please contact this office at your convenience should you have any questions.

Respectfully submitted,



Mary Beth Neumeyer
President

MBN/lrm

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Baker

Baker Environmental, Inc.

Baker Environmental, Inc.

Airport Office Park
Building #3
420 Rouser Road
Coraopolis, PA 15108

412-269-6000

P.1

TELECOPY TRANSMITTALDATE: APRIL 26, 1994TO: (Company) ALCOA
(Attention) Laura RippayRECEIVING TELECOPIER NUMBER: 553-2393

FROM: _____

TOTAL NUMBER OF PAGES INCLUDING THIS TRANSMITTAL PAGE 5

MESSAGE:

Laura,

Baker quote provided for your consideration;
hard copy to follow in the mail. Please call
me if you have any questions. Thank.

Ed Guida

P.S. My direct line is 269-6032.

IF YOU DO NOT RECEIVE THE NUMBER OF PAGES INDICATED, PLEASE CONTACT
OUR OFFICE AS SOON AS POSSIBLE. OUR FAX NO. IS: 412-269-6097

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Baker

Baker Environmental, Inc.
Airport Office Park, Building 3
420 Rouser Road
Coraopolis, Pennsylvania 15108

(412) 289-8000
FAX (412) 289-8097

April 26, 1994

Ms. Laura L. Rippey, CIH
Staff Industrial Hygienist
FDA Coordinator
Aluminum Company of America
1501 Alcoa Building, Room 656
Pittsburgh, PA 15219-1850

Dear Laura:

As you requested on April 21, 1994, Baker is pleased to provide the following quotes to provide asbestos air sampling and analytical services according to your scope of work (SOW provided via FAX on April 21, 1994), and our telephone discussions on April 21 and 25, 1994:

- **Quote 1:** \$2075. This price includes labor, other direct costs, and laboratory analytical services to collect 3 air samples at each of six locations (18 samples [15 air samples on one day and 3 air samples on the second day]) and to analyze these air samples plus 3 media blanks for asbestos by phase contrast microscopy (PCM), plus collect one air sample at each of the six locations (6 air samples in addition to the 18 air samples described above) and to analyze these air samples plus 3 media blanks for asbestos by transmission electron microscopy (TEM). Air sampling methodology (i.e., media, flow rate, and 1500 liter sample volume) and sample analysis will conform to the methods specified by the U.S. EPA in the Asbestos Hazards Emergency Response Act (AHERA). However, the sampling protocol (i.e., number of samples and non-aggressive sampling) will be ALCOA's.
- **Quote 2:** \$1775. This price includes the services described in Quote 1 except the PCM analyses; Baker will process the samples to ALCOA's analytical laboratory for asbestos analysis by PCM.

Baker will tabulate the results received from the laboratory, will compare the results to the EPA's clearance criteria for asbestos of 0.01 f/cc for PCM analysis and 70 s/mm² for TEM analysis, and will submit the table of results with a cover letter and the sample collection sheets including the chains of custody to ALCOA within one week of receiving the laboratory analytical reports.



A Total Quality Corporation

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Baker

Ms. Laura L. Rippey, CIH

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Turnaround times for the PCM analyses will be adjusted according to the needs of the project (such as overnight turnaround for the "clearance" air samples); turnaround time for TEM analysis will be more than 72 hours, but is typically less than a working week.

These quotes are lump sum prices for the services described. Baker can perform this air sampling according to your schedule following receipt of a valid contracting document (such as an ALCOA purchase order). Baker will invoice ALCOA monthly according to the level of project completion on terms of net 30 days according to Baker's General Terms and Conditions (attached). These prices are valid for a period of 60 days.

Baker looks forward to providing these services to you. Please call me at 269-6000 if you have any questions.

Sincerely,

Baker Environmental, Inc.



Edward A. Guida, PE, CIH
Manager, Environmental Health and Safety

Enc.

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GENERAL TERMS AND CONDITIONS

DEFINITIONS: "ENGINEER" shall mean Baker Environmental, Inc. and "OWNER" shall mean the client named in the Agreement.

STANDARD CARE: The Standard of care applicable to the ENGINEER's services will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services.

ACCESS: The OWNER shall furnish all access to property and rights-of-way for the performance of the ENGINEER's services and the construction of the project.

ESTIMATES: Estimates for cost of construction, financing, acquisition of land and rights-of-way shall be made in accordance with good engineering practice and procedure. However, the ENGINEER has no control over construction costs, competitive bidding and market conditions, nor costs of financing, acquisition of land or rights-of-way; and the ENGINEER does not guarantee the accuracy of such cost estimates as compared to actual cost or contractors' bids.

CONSTRUCTION PHASE: The ENGINEER shall not be responsible during the construction phase for the construction means, methods, techniques, sequences or procedures of construction contractors, or the safety precautions and programs incident thereto, and he shall not be responsible for the contractor's failure to perform the work in accordance with the contract documents.

PAYMENT: Partial payments shall be made monthly by the OWNER to the ENGINEER based on invoices submitted by the ENGINEER. The OWNER shall also pay the ENGINEER a late payment charge for any payments not made within thirty (30) days of the date of applicable invoices at the rate of 1-1/2% per month.

TIME OF PERFORMANCE: The ENGINEER shall commence work upon receipt of written notice to proceed from the OWNER and shall complete the work within the time period set forth in the Agreement, subject to any delays caused by the OWNER, other agencies involved in review of the work or any other parties not directly under the control of the ENGINEER.

MODIFICATIONS: In the event the OWNER requires modifications and/or changes after services have been performed, which modifications and/or changes are through no fault of the ENGINEER; or in the event the OWNER desires additional work not covered by the Agreement, the ENGINEER shall perform such work as ordered by the OWNER in writing and shall be paid for such work as may be agreed between the OWNER and the ENGINEER, or on the basis of direct certified payroll costs chargeable to such work plus payroll taxes, insurance and fringe benefit costs, plus 160% of the total of all such payroll costs to cover overhead and profits.

SUSPENSION OR TERMINATION: In the event the work is terminated or suspended by the OWNER prior to the completion of the Agreement, the ENGINEER shall be paid an equitable amount proportional to the services rendered to the date of termination or suspension.

LEGAL: The OWNER shall furnish the ENGINEER all legal services and opinions necessary in the performance of the services to be rendered by the ENGINEER.

INDEMNIFICATION: Except as stated below, the ENGINEER shall indemnify and save harmless the OWNER from those claims, losses, lawsuits or expenses caused directly by the ENGINEER's sole negligent acts, errors or omissions with performance of the ENGINEER's services hereunder. To the fullest extent permitted by law, with respect to claims, damages, losses and expenses which are related to hazardous waste or asbestos removal, disposal or cleanup or environmental liability, the OWNER shall indemnify, save harmless and defend the ENGINEER from and against all such claims, damages, losses or expenses, including attorney's fees, arising out of or resulting from the performance of the ENGINEER's services, or claims against the ENGINEER arising from work of others or claims arising out of or related to the presence of asbestos or hazardous substances in the Project.

LIMIT OF LIABILITY: To the fullest extent permitted by law, the Owner agrees to limit the ENGINEER's liability to the Owner and to all construction contractors or subcontractors on the project for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the project or this Agreement from any cause or causes including but not limited to the ENGINEER's negligent acts, errors, omissions, strict liability, breach of contract, or breach of warranty, such that the total aggregate of liability of the ENGINEER to all those named shall not exceed \$50,000 or the total fee for the ENGINEER's services rendered in the project, whichever is greater. Under no circumstances shall the ENGINEER be liable to the Owner for any consequential damages, including but not limited to loss of use or rental, loss of profit or cost of any financing however caused including ENGINEER's fault or negligence.

COMPLIANCE WITH LAW: The ENGINEER shall comply with all applicable provisions of the unemployment compensation, sickness and disability and Social Security laws, the Fair Standards Act and all other Federal, State and local laws or regulations relating to employment.

SEVERABILITY: If any one or more of the provisions contained in this Agreement, for any reason, are held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

DEFENSE OF CLAIMS: In the event of a public hearing, arbitration hearing or proceeding relating in any way to the Project, the Client agrees to compensate the consultant for the time devoted to preparing for litigation, responding to requests for production of documents by any party, appearance at depositions or trial, or any other matters involving such hearings or legal proceedings. Compensation shall be based upon hourly rates mutually agreed to by the parties prior to Consultant commencing such services. This provision does not apply to legal action in which Consultant is a named plaintiff or defendant in which event consultant shall appear on its own behalf.

11/26/85
(Rev. 2/20/81)
(Rev. 12/83)

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