KIMMINS ABATEMENT CORP.

3555 TIMMONS SUITE 1250 • HOUSTON TEXAS 77027
713 623-0242 • 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 fnd 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 1926.58 and 1910.11001
41 CFR Part 61, Subpart M.

UCTC 18189

PLAINTIFF'S EXHIBIT
UC-4404

Union Carbide trial exhibit UC-4404: Kimmins Abatement Corp. to R. A. McClellan, Union Carbide Texas City, on C…
ACL Doc 18977 · Page 1 of 11
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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 comencement 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

UCTC 18190

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 authorizd 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.

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ACL Doc 18977 · Page 3 of 11 **asbestosclaims.law/library/18977/3**

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.

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ACL Doc 18977 · Page 4 of 11 asbestosclaims.law/library/18977/4

All materials will be placed in a closed and lockable container. The transportation of this container to the approved landifll 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 Snead

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	2,800.00
TOTAL	$146,600.00

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ACL Doc 18977 · Page 7 of 11
UCTC 18195
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Kimmins Industrial Service Corp.
3555 Timmons Lane
Houston, Texas 77027

E S T I M A T E W O R K S H E E T

DATE: Nov. 6, 1989

JOB NAME: Union Carbide Texas City, Tx EST #: ESTIMATOR: Bert Snead

ITEM #	--->	
DESC.OF ITEM:	--->	Removal of Pipe Insulation
COST CODE NUMBER:	--->	UNIT MEAS.
PROPOSAL QUANTITY:	--->	28000.0 Sq. Ft.
KIMMINS TAKEOFF:	--->	9975.0 Linear Feet
REMARKS:	.....	

DAILY PRODUCTION:	700.0	(UNITS PER DAY)
HOURS PER SHIFT:	8.0	HOURS
SHIFTS PER DAY:	1.0	EACH
DAYS NEC. TO COMPL.:	40.0	DAYS
TOTAL PROD.HRS.:	320	HOURS
LOCAL SALES TAX	0.00%	

MATERIALS	Yield	Quantity	Unit $	Tot.Cost
Misc. Tools/Mat.	0.00	6%	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
		0.0		0.00
		0.0		0.00
		0.0		0.00
		0.0		0.00
Total Sales Taxes:		$41,558.49	0.000%	0.00
		TOTAL MATERIALS:		41,558.49

LABOR	# Men	Tot.Hrs	Rate	Tot.Cost
Superintendant	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	0.00	60,425.60
P/R Taxes & Ins.		60425.60	0.00%	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:		60,425.60

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		0.00
	0		0.00
	0		0.00
	0		0.00
	0		0.00
Sales Tax	$23,536.00	0.000%	0.00
Fuel & Maintenance	$23,536.00	15.00%	3,530.40
* DAILY *	TOTAL RENTED EQUIP.:		27,066.40

TRUCKING	Hours	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	7	25.00	175.00
	0		0.00
	0		0.00
	0		0.00
	0		0.00
	0		0.00
Sales Tax	$4,050.00	0.000%	0.00
* DAILY *	TOTAL TRUCKING:		4,050.00

SUBCONT.	Quantity	Unit $	Tot.Cost
Disposal	6.0	750.00	4,500.00
Air Monitoring	40.0	225.00	9,000.00
	TOTAL SUBCONTRACTS:		13,500.00

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.

INSURED
KIMMINS ABATEMENT CORP.
P. O. BOX 5098
TAMPA, FL
33675-5098

COMPANIES AFFORDING COVERAGE

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

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 X COMMERCIAL GENERAL LIABILITY CLAIMS MADE / X OCCURRENCE OWNER'S & CONTRACTOR'S PROTECTIVE X 5000. DED PD	11157	12/17/88	12/17/89	GENERAL AGGREGATE $ 1,000 PRODUCTS-COMP/OPS AGGREGATE $ 1,000 PERSONAL & ADVERTISING INJURY $ 1,000 EACH OCCURRENCE $ 1,000 FIRE DAMAGE (ANY ONE FIRE) $ 50 MEDICAL EXPENSE (ANY ONE PERSON) $ 5
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY	Bid Purposes Only			CSL $ BODILY INJURY (PER PERSON) $ BODILY INJURY (PER ACCIDENT) $ PROPERTY DAMAGE $
	EXCESS LIABILITY X OTHER THAN UMBRELLA FORM	TBD	12/17/88	12/17/89	EACH OCCURRENCE $ AGGREGATE $ 4,000
	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY $ (EACH ACCIDENT) $ (DISEASE-POLICY LIMIT) $ (DISEASE-EACH EMPLOYEE)
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 HOLDER: Bid Purposes Only

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

ACORD

UCTC 18196

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ACORD. CERTIFICATE OF INSURANCE

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

CODE SUB-CODE

INSURED

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

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COMPANIES AFFORDING COVERAGE

COMPANY LETTER A — National Council On Compensation Insurance
COMPANY LETTER B
COMPANY LETTER C
COMPANY LETTER D
COMPANY LETTER E

COVERAGES

THIS IS TO CERTIFY THAT THE 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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				
	SCHEDULED AUTOS				BODILY INJURY (Per accident) $
	HIRED AUTOS				
	NON-OWNED AUTOS				PROPERTY DAMAGE $
	GARAGE LIABILITY				
	EXCESS LIABILITY				EACH OCCURRENCE $ / AGGREGATE $
	OTHER THAN UMBRELLA FORM				
	WORKER'S COMPENSATION				STATUTORY
A	AND	TBD	8/21/89	8/21/90	$ 1,000, (EACH ACCIDENT)
	EMPLOYERS' LIABILITY				$ 1,000, (DISEASE—POLICY LIMIT)
	OTHER				$ 1,000, (DISEASE—EACH EMPLOYEE)

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 25-S

acord 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) 470-7797

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INSURED

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

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	

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				BODILY INJURY	$	$
	☐ COMPREHENSIVE FORM				PROPERTY DAMAGE	$	$
	☐ PREMISES/OPERATIONS				BI & PD COMBINED	$	$
	☐ UNDERGROUND EXPLOSION & COLLAPSE HAZARD				PERSONAL INJURY		$
	☐ PRODUCTS/COMPLETED OPERATIONS						
	☐ CONTRACTUAL						
	☐ INDEPENDENT CONTRACTORS						
	☐ BROAD FORM PROPERTY DAMAGE						
	☐ PERSONAL INJURY						
	AUTOMOBILE LIABILITY				BODILY INJURY (PER PERSON)	$	
	☐ ANY AUTO				BODILY INJURY (PER ACCIDENT)	$	
	☐ ALL OWNED AUTOS (PRIV PASS)				PROPERTY DAMAGE	$	
	☐ ALL OWNED AUTOS (OTHER THAN PRIV PASS)				BI & PD COMBINED	$	
	☐ HIRED AUTOS						
	☐ NON-OWNED AUTOS						
	☐ GARAGE LIABILITY						
	EXCESS LIABILITY				BI & PD COMBINED	$	$
	☐ UMBRELLA FORM						
	☐ OTHER THAN UMBRELLA FORM						
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY	6EE-UB-865J859-3	8/21/89	8/21/90	STATUTORY		
					$ 500,	(EACH ACCIDENT)	
					$ 500,	(DISEASE-POLICY LIMIT)	
					$ 500,	(DISEASE-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.

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