

October 16, 2023

Ms. Krista Arnold  
Director of Operations  
Erie County Land Bank  
1230 Townhall Road West, Suite 500  
Erie, Pennsylvania 16509

Re: Asbestos Inspection and Testing

Dear Krista Arnold:

Thank you for allowing Michael Baker International, Inc. (Michael Baker) to provide the Erie County Land Bank with a proposal for professional services for your project work.

PROJECT UNDERSTANDING

It is our understanding that the Erie County Land Bank requests asbestos inspection and testing to be performed prior to renovation activities at a commercial structure located at 18 Market Street, within Union City, in Erie County, Pennsylvania. It is assumed that the structure will be vacant, ready for inspection, and accessible at the time of the Notice-to-Proceed (NTP). We will visit the structure and perform the asbestos inspection and testing (as necessary) to document the suspected building materials.

Michael Baker will utilize an experienced professional who is also a U.S. Environmental Protection Agency (USEPA) and Asbestos Hazard Emergency Response Act (AHERA) certified asbestos inspector and Pennsylvania-licensed Asbestos Building Inspector. The inspector will follow detailed protocols, mirroring accepted industry standard procedures and quality assurance procedures, as contained in the USEPA AHERA protocols and Guidance Document "Control of Asbestos in Buildings" to ensure a complete and accurate National Emission Standard for Hazardous Air Pollutants (NESHAP) inspection. Work will also be conducted in accordance with all applicable local and state regulations, such as Pennsylvania regulations. All suspect building materials will be characterized, sampled, and analyzed for the presence of asbestos, in accordance with the applicable requirements. The sample collection efforts will be supplemented by thorough survey data collection.

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During the inspection, the suspect materials will be grouped into homogeneous sampling areas, as based upon material use, material type, facility system, uniformity of texture, and appearance. Inner-wall or destructive sampling to search for materials within hidden spaces will not be conducted. Also, no patching or repair will be conducted for the sample locations. Michael Baker will document data for each suspected building material, such as type of material, description, location, thickness of insulation, diameter of pipe, height of materials, quantity, friability, and condition. Material samples collected will be considered representative of the entire homogeneous material. Our representative will determine the frequency of the sampling at the time of the inspection; however, each material will be sampled at a frequency sufficient to accurately characterize the material's content. The proposed number of samples collected is not expected to exceed twelve (12) bulk material samples per structure. Should additional samples or analyses be necessary, Michael Baker will advise the client, but will not proceed with more sample analyses until written authorization has been received. Additional analyses will be billed at a rate of \$9.00 per sample analysis for 1-week turn-around time.

The samples will be submitted, with chain-of-custody documentation, to a laboratory accredited by the American Industrial Hygiene Association (AIHA) and the U.S. National Institute of Standards and Technology, under the National Voluntary Laboratory Accreditation Program (NIST/NVLAP) for analysis of asbestos. Our laboratory for this work is EMSL Analytical, Inc. and is licensed to perform work in Pennsylvania. The laboratory will be directed to use the USEPA recommended method utilizing Polarized Light Microscopy (PLM) as described in method EPA 600 for the asbestos sample analyses. This method can identify the type of asbestos to a minimum detection limit of 1%.

National Emission Standards for Hazardous Air Pollutants (NESHAP) requires that any asbestos sample containing detectable asbestos at less than 10% content when analyzed by PLM be re-analyzed using the PLM point counting procedure or the material must be considered asbestos containing. Michael Baker proposes to perform PLM Point Count as an additional cost item for this project. The laboratory will be directed to use the USEPA recommended method utilizing PLM as described in method EPA 600 for the asbestos sample analyses. This method will be for the 400-point count method and can identify the type of asbestos to a minimum detection limit of <0.25%. Should sample analysis be recommended, Michael Baker will advise the client, but will not proceed with the analysis of the samples by PLM Point Count until written authorization has been received. If approved, the PLM Point Count analyses will be billed at a rate of \$40.00 per sample analysis for a 1-week turn-around time.

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### REPORT

Following the survey inspection, a letter report detailing the building will be prepared. The report will include project name, address and parcel number of each property inspected, brief description of the property, name and license number of inspector, a narrative of procedures used during the inspection activities, description of all identified material suspected of containing asbestos, material location(s), friability, quantification and classification of each asbestos material, findings, lab report, site plan(s) or drawings, and recommendations. Recommendations for asbestos control shall be made to permit safe subsequent project work. The report will be provided as an electronic copy (PDF).

### PROPOSED COST

The requested services outlined in this proposal will be conducted for a lump sum price of **\$1,250.00**, in accordance with the terms and conditions listed in Attachment A. The price includes the labor associated with the proposed services, travel, testing, and other direct costs. Upon acceptance of this proposal, please sign and return the attached form that is contained in Attachment B.

**Michael Baker appreciates the opportunity to assist you with your environmental consulting needs and looks forward to receiving your acceptance of this proposal.**

Please do not hesitate to call me if you have any questions or desire any clarification of the proposal. I can be reached anytime on my cell phone at 412-260-1280 or via email at [gcase@mbakerintl.com](mailto:gcase@mbakerintl.com).

Sincerely,

MICHAEL BAKER INTERNATIONAL, INC.



Gary R. Case  
Project Manager

ATTACHMENTS

**Michael Baker**

**INTERNATIONAL**

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**ATTACHMENT A**

## CLIENT CONTRACT GENERAL TERMS AND CONDITIONS

**DEFINITIONS:** "MICHAEL BAKER" shall mean Michael Baker International, Inc. and "CLIENT" shall mean the Client as named in this Agreement. "Project" is as described in Exhibit A.

**STANDARD OF CARE:** The standard of care applicable to MICHAEL BAKER's services shall be that degree of skill and diligence normally employed by professionals or consultants performing the same or similar services as MICHAEL BAKER provides to CLIENT under this Agreement.

**PAYMENT:** Payments shall be made monthly by the CLIENT to MICHAEL BAKER based on invoices submitted by MICHAEL BAKER. CLIENT shall also pay MICHAEL BAKER a late payment charge for any payments not made within thirty (30) days of the date of applicable invoices at the rate of 1.5% per month.

**TIME OF PERFORMANCE:** MICHAEL BAKER shall commence work upon receipt of written notice to proceed from CLIENT and shall complete the work within the time period set forth in this Agreement, subject to any delays caused by CLIENT, other agencies involved in the work or any other parties, force majeure or events not under the control of MICHAEL BAKER.

**MODIFICATIONS:** If CLIENT requires modifications and/or changes caused through no fault of MICHAEL BAKER, and if such modifications and/or changes are required after services have been performed, or in the event CLIENT desires additional work not covered by this Agreement, MICHAEL BAKER shall perform such work as ordered by CLIENT in writing and shall be paid for such work as may be agreed between CLIENT and MICHAEL BAKER, or on the basis of direct payroll costs chargeable to such work plus overhead in effect at the time of performance applied to the total of all such payroll costs plus profit.

**SUSPENSION OR TERMINATION:** In the event the work is terminated or suspended by CLIENT prior to the completion of this Agreement, MICHAEL BAKER shall be paid an equitable amount proportional to the services rendered and expenses incurred through the date of termination or suspension, plus reasonable profit and termination costs.

**LEGAL COST, PERMITS, FEES, ETC.:** CLIENT shall furnish or compensate MICHAEL BAKER for all legal services and opinions, and for permits, review fees, etc., necessary for the performance of the services to be rendered by MICHAEL BAKER.

**INDEMNIFICATION:** Except as stated below, MICHAEL BAKER shall indemnify and save harmless CLIENT from third-party claims, lawsuits or direct losses relating thereto that are solely caused by MICHAEL BAKER's negligence in the performance of MICHAEL BAKER's services hereunder. To the fullest extent permitted by law, with respect to claims, damages, losses and expenses which are related to hazardous materials or substances on the Project, including removal, disposal or cleanup or environmental liability, CLIENT shall indemnify, save harmless and defend MICHAEL BAKER from and against all claims, damages, losses or expenses, including attorney's fees, arising out of or resulting from the performance of MICHAEL BAKER's services, or claims against MICHAEL BAKER arising from work of others or claims arising out of or related to the presence of hazardous materials or substances in the Project.

**LIMIT OF LIABILITY:** To the fullest extent permitted by law, CLIENT agrees to limit MICHAEL BAKER's liability to CLIENT 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 MICHAEL BAKER's negligence, strict liability, breach of contract, or breach of warranty, such that the total aggregate liability of MICHAEL BAKER to all those named shall not exceed \$100,000 or the total fee paid for MICHAEL BAKER's services rendered on the Project, whichever is less.

**WAIVER OF CONSEQUENTIAL DAMAGES:** Under no circumstances shall MICHAEL BAKER be liable to CLIENT for any consequential damages, including but not limited to loss of use or rental, loss of profit, loss of revenue, loss of customers or contacts, or cost of any financing, however caused, including MICHAEL BAKER's fault, whether such a claim sounds in contract, warranty, tort (including negligence), strict liability or otherwise.

**COMPLIANCE WITH LAW:** MICHAEL BAKER shall comply with all applicable provisions of Federal, State and local laws or regulations relating to employment.

**SUPPLEMENTS TO AGREEMENT.** The following exhibits are an integral part of this Agreement:

Exhibit A [insert and attach relevant exhibit, e.g. scope of work];  
Exhibit B [insert and attach additional exhibits, as applicable]

**SEVERABILITY:** If, for any reason, any one or more of the provisions contained in this Agreement are held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision herein, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

**DEFENSE OF CLAIMS:** In the event of a public hearing or arbitration or any other proceeding, formal or informal, relating in any way to the Project, CLIENT agrees to compensate MICHAEL BAKER for all costs incurred or related to such proceeding, including but not limited to that necessary for preparation, responding to requests by any party, appearance at depositions or trial, or any other matter involving any such hearing or proceeding. Compensation shall be based upon hourly rates mutually agreed to by the parties or, in the absence of agreed-to rates, then the pay provisions under MODIFICATIONS hereinabove shall apply. This provision does not apply to proceedings to which MICHAEL BAKER is a party nor to cases where such services are part of the agreed scope of services.

**ENTIRE AGREEMENT AND APPLICABLE LAW:** This Agreement constitutes the whole agreement between the parties with respect to the subject matter contained herein, supersedes all other agreements pertaining thereto, and there are no terms other than those contained herein. No modification or amendment of this Agreement shall be valid unless in writing and signed by the parties hereto. To the fullest extent permitted by law, this Agreement shall be governed by Pennsylvania law, excepting conflicts of law principles.

**FORCE MAJEURE:** MICHAEL BAKER shall not be liable for any failure to perform or any impairment to its performance to the extent such failure or impairment is caused by any act of God, fire, flood, natural catastrophe, labor dispute or strike or shortage, national or state emergency, epidemic or pandemic, insurrection, riot, act of terrorism, war, act of government, any action or inaction of CLIENT or a third-party engaged by it, and/or any other event, occurrence or circumstance beyond the reasonable control of MICHAEL BAKER. The compensation due MICHAEL BAKER and the schedule governing the timing for MICHAEL BAKER's performance shall be equitably increased and extended, respectively, to address any such impacts to MICHAEL BAKER's performance.

**REUSE OF WORK PRODUCT:** Any reuse of MICHAEL BAKER's work product without written verification or adaption by MICHAEL BAKER will be at the CLIENT's own risk and without liability or legal exposure to MICHAEL BAKER. The CLIENT shall indemnify and hold harmless MICHAEL BAKER from all claims, damages, losses and expenses, including reasonable attorney's fees and costs, arising out of or resulting therefrom. Any such verification or adaption will entitle MICHAEL BAKER to further compensation at rates to be agreed upon by the CLIENT and MICHAEL BAKER.

IN WITNESS WHEREOF, the Parties, intending to be legally bound hereby, have executed this Agreement as of the dates indicated below (with the effective date being the date of issuance of the written notice to proceed from CLIENT):

**MICHAEL BAKER**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name/Title: \_\_\_\_\_

**CLIENT**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name/Title: \_\_\_\_\_

**Michael Baker**

**INTERNATIONAL**

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**ATTACHMENT B**

PROPOSAL FOR CONSULTING SERVICES

Project: Asbestos Inspection and Testing

Prepared for: Eire County Land Bank

Price: \$1,250.00 as recorded in our proposal dated 10/16/2023

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**PROPOSAL AGREEMENT FORM**

AGREED AND ACCEPTED AS WRITTEN:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Company)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

*Please sign and return this page as the written authorization to proceed.  
Thank you.*

Gary Case  
Michael Baker International, Inc.

Cell: 412-260-1280  
E-mail: [gcase@mbakerintl.com](mailto:gcase@mbakerintl.com)