RECEIVED MAY 8 1978

Monsanto Enviro-Chem

Monsanto Enviro-Chem Systems Inc.
Corporate Square Office Park
Box 14547
St. Louis, Missouri 63178
Phone: (314) 694-1000

May 3, 1978

ASARCO, Inc.
P.O. Box 1111
El Paso, Texas 79999

Attention: Mr. R. H. Hunt

Reference: ASARCO Order 17H-0711

Subject: EA-26-EP, NY-3954 Plt. 623
Gas Cleaning Plant
MEC Letter No. 2102-
ASARCO File 8.3.2.1

Dear Rod:

Please find enclosed a copy of signed Variation Order No. 20 covering work related to the Gas Cleaning Plant.

Very truly yours,

MONSANTO ENVIRO-CHEM SYSTEMS, INC.

Julio Serra-Jones
Manager, Project Engineering

JSJ:jm
Attachment

CC: ASARCO

Salt Lake	El Paso	MEC (letter only)
W.T. Sweat	W.R. Kelly	Julio Serra-Jones
W.R. Mahoney		File PA 2102-6.3

PLAINTIFF'S EXHIBIT

ASA-1141

Monsanto Enviro-Chem Systems Inc

CONTRACT VARIATION ORDER

VARIATION ORDER NO: -20- DATED April 17, 1978

TO: CONTRACT BETWEEN MONSANTO ENVIRO-CHEM SYSTEMS INC.

AND ASARCO, Inc.

MONSANTO ENVIRO-CHEM SYSTEMS INC. CONTRACT NO. 2102 DATED

PROJECT	ASARCO Gas Cleaning Plant
LOCATION	El Paso, Texas

The following described variations are authorized and accepted in accordance with Article 12E of General Conditions of the contract and the contract is hereby amended accordingly.

This variation order is issued to cover the cost of procurement and installation, based on ASARCO's detailed design drawings, of equipment and materials related to ASARCO's Gas Cleaning Plant and other work as directed by ASARCO. A portion of the required equipment and materials may be provided by ASARCO.

The following General Conditions apply to this CVO.

A. Costs

1. ASARCO's estimate used to establish the estimated cost of this variation order is for reference only. Reimbursement will be on the basis of Article 12E, Page 12 of the contract. Reimbursement will be made on the actual cost of applicable and approved items described in the "Schedule of Reimbursable Erection Costs" - Exhibit B, Pages 3, 4, 5 and 6. No reimbursement will be paid for St. Louis office costs for purchasing or other support services. Any variation to the above basis of cost must have the prior approval of ASARCO's El Paso Construction Office.

2. The cost of this work will be kept separate from the cost of the acid plant.

3. ASARCO's Code of Accounts will be used on all billings and purchase orders. Enviro-Chem will not generate computerized cost reports for this work.

b. Schedule

1. Enviro-Chem will not generate a CPM schedule for this work; however, a bar-chart type schedule will be generated by the field and will be based on material and equipment availability and delivery. (Continued)

Variation order cost basis	Per Exhibit "B" of Contract
Cost of variation	$1,357M plus $61M Fee Estimated
Effect on contract price	None - See Item A2 Above
Effect on contract schedule	None

AUTHORIZED:

By P. H. Hurst Date 4/25/78

ACCEPTED:

MONSANTO ENVIRO-CHEM SYSTEMS INC.

By Julio Sinajon Date 5/2/78

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Monsanto Enviro-Chem

CONTRACT VARIATION ORDER

VARIATION ORDER NO: - 20 - (Continued) DATED April 17, 1978

TO: CONTRACT BETWEEN MONSANTO ENVIRO-CHEM SYSTEMS INC.

AND ASARCO, Inc.

MONSANTO ENVIRO-CHEM SYSTEMS INC. CONTRACT NO. 2102 DATED

PROJECT	ASARCO Gas Cleaning Plant
LOCATION	El Paso, Texas

The following described variations are authorized and accepted in accordance with Article of the contract and the contract is hereby amended accordingly.

C. Fee

1. Enviro-Chem's fee for this work will be 4½% of all reimbursable costs.

2. Enviro-Chem will bill the fee monthly based on the total expenditures for that month. ASARCO will withhold 10% of each fee billing as retention.

D. Billings

1. Billings to ASARCO will be as per current practice; i.e.: weekly billings for labor and materials and monthly billings for permanent Salaried Personnel and Fee.

Variation order cost basis

Cost of variation

Effect on contract price

Effect on contract schedule

AUTHORIZED:

By D. H. H. Date 4/25/78

ACCEPTED:

MONSANTO ENVIRO-CHEM SYSTEMS, INC.

By J.J. Date 5/2/78

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