

INSULATION & SPECIALTY
CONTRACTORS

**TEMP
CON
INC**
3518 DURAZNO AVE.
EL PASO, TEXAS 79905

EL PASO, TX. (915) 544-2937
THIBODAUX, LA (504) 447-5615 (24 HRS)
HARVEY, LA (504) 348-9525
LAFAYETTE, LA. (318) 981-8434

September 21, 1982

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

Attention: Mr. Jerry Smith

Reference: Anode Gas Reformer

Temp-Con, Inc. Proposal Number: 461/82

Dear Sir:

Our price to perform the applied thermal insulation for the referenced project is as follows:

- 1.) Heaters, heater stacks and 4" cross over pipe for the sum of \$4,005.00. Insulation thickness as follows:

Heaters - 3½" double layer

Stacks - 2" single layer to 9'-0" above finish floor.

Cross over pipe - 2" single layer

- 2.) Gas supply line, carburetor and 4" stainless line to heaters for the sum of \$7,787.00. Insulation thickness as follows:

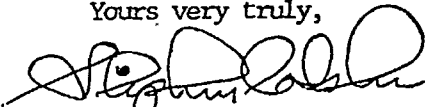
Gas Supply - 2" single layer for grating to carburetor only.

4" stainless line - 4" double layer

All piping to have calcium silicate insulation. All flanges and the carburetor shall have Temp-Con "Duro-Flex" blankets. Final jacketing shall be .016" stainless steel with factory applied moisture barrier. Installation of all items shall be in accordance with commonly accepted insulation industry practices.

May we be of service?

Yours very truly,


Stephen C. Isler

MEMBER OF
NICA
National Insulation
Contractors Association

SCI/ynd

PLAINTIFF'S EXHIBIT

ASA-1255

ASARCO ELP 0009774

Revised 8/72

TO:	APPROVED BY
Purchasing	
Credit	
Legal	
Insurance	
Operating	
Vice President	
RETURN TO PURCHASING DEPARTMENT	

Page 1 of 8

Construction or Repairs
Contract Form PD-19
Under \$100,000.00

CONTRACT FOR

Leveling & Paving Storage Area
(Insert name of job)

ASARCO Incorporated's
AMERICAN SMELTING AND REFINING COMPANY'S El Paso Plant
at El Paso, Texas
(Insert town and state)

THIS AGREEMENT- made the 20th day of January, 19 78,
by and between Van Haselen Construction Co., Inc., whose address is
4330 Rosa Ave., El Paso, Texas 79905 (hereinafter called the
"Contractor") and ASARCO Incorporated
AMERICAN SMELTING AND REFINING COMPANY, a corporation of the
State of New Jersey, whose address is 120 Broadway, New York 5, N.Y. and
P. O. Box 1111, El Paso, Texas 79999 (hereinafter called th
(Insert address of plant or unit)
"Owner").

W I T N E S S E T H:

The Contractor and Owner agree as follows:

Article 1. Scope of the Work

The Contractor shall furnish all shop drawings, field engineering, labor, tools, equipment, transportation, materials and other facilities, except such items as are hereinafter listed as being furnished or furnished and installed by the Owner, for Leveling & Paving Storage Area (hereinafter called the "work")
(Insert name of job)
at the El Paso Plant of the Owner at El Paso, Texas
(Insert town & state)

in accordance with the drawings and specifications listed below, all of which are incorporated herein by reference and made a part hereof:

(List Specifications and Drawings)

Van Haselen Proposal Dated 1-11-78
Sketch Dated 1-18-78

ASARCO ELP 0009775

Article 2. Time of Completion

The work shall be commenced February 6, 1978 and
shall be substantially completed February 15, 1978.

Article 3. Payment (to be deleted if progress payments are to be made)

The Owner shall pay the Contractor for the performance of this Contract,
the sum of Four Thousand Nine Hundred Sixty-Five dollars,
(\$ 4,965), lawful money of the United States of America within
30 days after satisfactory completion of the work and submission

by the Contractor of evidence (including, if requested, complete releases of all
liens arising out of or in connection with the work by all persons, firms or corpora-
tions on whose behalf such liens could be or were filed) satisfactory to the Owner
that all charges for labor and material incorporated in the work and all other indebt-
edness connected with the work for which liens could be filed have been paid and that
the work is free of all liens and encumbrances.

Article 3. Payments (to be deleted if progress payments are not to be made)

The Owner shall pay the Contractor for the performance of this contract,
the sum of _____
dollars, (\$ _____), lawful money of the United States, as follows:

On or about the _____ day of each calendar month, commencing
_____, 19____, the Owner shall pay the Contractor _____
percent (_____ %) based on the contract prices, of the labor and materials
incorporated in the work and of materials suitably stored at the site thereof up to
the end of the next preceding calendar month, as estimated by the Owner, less the
aggregate of previous payments; and upon completion of the entire work, a sum suffi-
cient to increase the total payments to _____ percent (_____ %)
of the contract price. Final payment of the remaining (_____ %) of the
contract price shall be due _____ days after completion of the work.

Before each such payment is due, the Contractor shall submit evidence satis-
factory to the Owner (including, if requested, partial waivers, or in the case of
final payment, complete releases, of all liens arising out of or in connection with
the work by all persons, forms or corporations on whose behalf such liens could be or
were filed) that all charges for labor and material incorporated in the work and all
other indebtedness (except, in the case of payments other than final payment, indebt-
edness not then due) connected with the work for which liens could be filed have been
paid and that work is free of all liens and encumbrances.

Article 4. Payments Withheld

The Owner may withhold all or part of any payment to the extent necessary to protect the Owner from loss or damage on account of (a) damaged or defective work not remedied, (b) claims filed or reasonable evidence indicating probable filing of claims by other parties against the Contractor or the Owner (c) failure of the Contractor to make payments properly to Subcontractors or for material or labor, (d) a reasonable doubt that this contract can be completed for the balance then unpaid, or (e) damage to the Owner's property or the work of another contractor.

Article 5. Liens

If any lien remains unsatisfied after payment of the full contract price has been made, the Contractor shall refund to the Owner all moneys that the latter may be compelled to pay in discharging such lien, including all costs and a reasonable attorney's fee. If the Owner has so requested prior to the signing of this Contract, the Contractor, at the option of the Owner, agrees to furnish or permit the owner to secure bonds in the full amount of the contract written by a surety company designated by, or otherwise satisfactory to, the owner, guaranteeing and conditioned for the full, complete and faithful performance of this contract by the contractor and for the payment of claims for labor performed or materials furnished in connection herewith, all in accordance with the terms of the bonds. The premium for the bonds will be paid by the Owner and must not be included by the Contractor in the contract price. In the event the owner elects to secure such bonds, the contractor agrees to sign the required application, to furnish necessary financial statements and financial guarantees, and to otherwise cooperate with the owner, in securing the bonds.

Article 6. Title to the Work

Title to all work completed or in the course of construction shall be in the owner and title to all machinery, equipment and materials to be incorporated in the work shall be in the Owner as soon as they are delivered on the site of the job.

Article 7. Inspection and Repair

The Contractor shall provide safe and proper facilities at all times for the inspection of the work by the Owner, and shall as soon as practicable after written notice from the Owner, at the Contractor's expense, replace and repair any materials or portions of the work which the Owner shall deem defective and make good all work damaged or destroyed thereby, whether or not there shall be a dispute with respect to any of the foregoing. Any such dispute shall be settled by arbitration.

Article 8. Protection by Contractor

The Contractor at all times shall maintain adequate protection of the work from damage and shall protect the Owner's property and all persons thereon from injury, damage or loss by reason of any act or omission of the Contractor or any Subcontractor. The Contractor shall be responsible, and reimburse the Owner, for any loss or expense to the Owner arising from damage to the work or other property of the Owner caused by the wrongful act or neglect of the Contractor, any Subcontractor or the employees of the Contractor or any Subcontractor. Where such damage includes damage to the work it shall be repaired at the expense of the Contractor.

The Contractor shall use its best judgement and skill in dealing with labor matters, and take all reasonable steps to avoid labor dispute. In the event of any strike or threat of strike, slowdowns, featherbedding, or other like practices, the Contractor shall apprise the Owner of all relevant facts and implications of the particular labor problem involved, and shall consult in good faith with the Owner in an endeavor to reach a mutually satisfactory solution to such labor problem and, so far as reasonably possible, to protect the Owner against delays affecting the work or damage or losses to its other operations.

Article 9. Contractor's Liability Insurance

The Contractor shall maintain such insurance as will indemnify it against claims under Workmen's Compensation Acts and against any other claims for damages for personal injury, including death, which may arise from operations under this contract, whether such operations be by the Contractor or any Subcontractor or anyone directly or indirectly employed by either of them.

Prior to commencement of this work the Contractor shall file with the Owner completed certificates of insurance in form of "Insurance Certificate" attached and shall provide insurance coverage in amounts not less than those stated therein.

Article 10. Indemnity by Contractor

The Contractor shall save harmless and indemnify the Owner from and against any expense, loss or damage on account of any claim, demand or suit made by any person whomsoever, including any employee of the Owner, which is in any way caused by or connected with, or grows out of the execution and performance of this Contract by the Contractor or any Subcontractor; provided, however, that the Contractor shall not be required to indemnify the Owner against any loss caused solely by the negligence of willful fault of the Owner or its employees. The Contractor accepts all risk of injury or damage and all responsibility for any claims for damages whatsoever resulting from the use, misuse, or failure of any hoist, rigging, blocking, scaffolding, or otherlike or unlike equipment used by the Contractor or any Subcontractor, even though such equipment be furnished or loaned to the Contractor or any such Subcontractor by the Owner, and shall indemnify the Owner against all such claims

Article 11. Owner's Responsibility for Certain Casualties

The Owner shall be responsible for all damage to the work, and to material, temporary structures, and equipment (excluding construction equipment not owned by the Owner) at the site of the job, which is caused by fire, windstorm, smoke, hail aircraft, explosion, vehicles, riot or civil commotion.

Article 12. Compliance with Laws and Ordinances

The Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations, bearing on the conduct of the work as drawn and specified. If the Contractor performs any work contrary to any such law, ordinance, rule or regulations, he shall bear all costs arising therefrom, in particular, but without limiting the scope of the foregoing, the Contractor shall, and shall cause any Subcontractor to, comply with the terms and provisions of the Occupational Safety and Health Act of 1970 and all applicable rules, regulations, orders and occupational Safety and health standards promulgated under and issued pursuant to such Act in the discharge of its duties and obligations hereunder.

If for any reason the Contractor's or any Subcontractor's employees or agents acquire a status imposing liability on the Owner for employer's contributions or taxes under the Federal Insurance Contributions Act, the Federal Unemployment Tax Act, any State Unemployment Tax Act, or any other Act, the Contractor shall be exclusively liable for, and shall indemnify the Owner against, the same and agrees to comply with all such laws and regulations so as to relieve the Owner from any and all liability therefor and from the responsibility of making reports or keeping records with respect thereto.

Article 13. Patents

The Contractor shall indemnify and save harmless the Owner against and from any and all claims, losses, costs, damages, expenses, actions or other proceedings, growing out of or resulting from infringement of any patent by the Contractor or any Subcontractor in the performance of this contract, except that this provision shall not apply to patented articles or processes specified in drawing or specifications furnished by the Owner.

Article 14. Changes in the Work

The Owner, without invalidating this contract, may at any time order extra work or make changes by altering, adding to or deducting from the work. Such order may be made by the Owner on its own behalf or at the request of the Contractor, upon discovery by the Contractor of any discrepancy between the plans and the physical conditions encountered. If such extra work or changes involve a change in cost, the contract price shall be increased or decreased by the fair value thereof. The Owner will itemize the changes to be made and upon receipt of written notice of same, the Contractor will submit promptly to the Owner, in triplicate, an itemized statement of his calculations of the adjustment in the contract price resulting from the changes or extra work. This must be done before work on the change is begun unless the Owner gives written order to proceed immediately. No work or change shall be made, except by written order of the Owner and no claim for an addition to the contract price shall be valid unless the additional work was so ordered. Any dispute under this Article shall be subject to arbitration.

Article 15. Owner's Right to Terminate Contract

If the Contractor should be adjudged a bankrupt, or make an assignment for the benefit of creditors, or if a receiver of the Contractor's property should be appointed or if the Contractor files a petition or if a trustee of the Contractor's property should be appointed under the reorganization or readjustment provisions of the Bankruptcy Act, or if the Contractor at any time should refuse or neglect to supply enough properly skilled workmen or proper materials, or if he should fail or make prompt payments to Subcontractors or for material or labor, or disregard laws, ordinances or the instructions of the Owner, or otherwise be guilty of a substantial violation of any provision of the contract which he shall have failed to correct promptly after service or written notice thereof by the Owner, then the Owner may, without prejudice to any other right or remedy, terminate the employment of the Contractor for the Contractor's default and take possession of the premises and of all materials, tools and appliances thereon and finish the work by whatever method the Owner may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract price shall exceed all the general damages of the Owner caused by the Contractor's default, including the expense of finishing the work and compensation of the Owner for the Owner's managerial and administrative service, such excess shall be paid to the Contractor.

If such damages shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner. In the event the Contractor and the Owner are unable to agree upon the amount to be paid or reimbursed the dispute shall be settled by arbitration.

Article 16. Correction of Work after Payment

Neither payment nor any provision in this contract shall relieve the Contractor of responsibility for faulty materials or workmanship and the Contractor shall remedy any defects due thereto and pay for any damage to other work resulting therefrom which shall appear within one year from the date of completion of the Contractor's work hereunder. The Owner shall give notice of observed defects with reasonable promptness. Any dispute under this Article shall be subject to arbitration.

Article 17. Arbitration.

All disputes which are herein stated to be subject to arbitration shall be submitted to and determined by arbitration. Except as and to the extent otherwise provided by the controlling state law, no party may have recourse to legal proceedings (other than to enforce this arbitration Article) unless and until an arbitration award has been made. There shall be one arbitrator who shall be chosen by the American Arbitration Association, whose arbitration rules shall be followed.

Article 18. Subcontracts

The Contractor will not employ any Subcontractor without the prior written approval of the Owner and the Contractor shall require each Subcontractor to execute a contract in writing containing provisions similar to all provisions of this contract which are in any way applicable to such Subcontractor and which will obligate such Subcontractor to comply with and perform all such provisions herein. Nothing herein shall create a contractual relationship between any Subcontractor and the Owner.

Article 19. Assignment

The Contractor shall not assign nor subcontract this contract in whole or in part nor shall the Contractor assign any moneys due or to become due Contractor hereunder without the prior written consent of the Owner.

Article 20. Coordination of Work

The Contractor shall conduct the work hereunder so as to cause a minimum of interference with the Owner's operation. Where interference with the Owner's operations become absolutely necessary, permission shall be requested by the Contractor not less than seventy-two (72) hours in advance.

Article 21. Undertakings by the Owner

The Owner agrees to obtain and pay for any permits, licenses and easements required for permanent structures or changes, and, to the extent practicable without interference with operations, to furnish the Contractor, free of charge, for its use during the construction, electricity, water, steam and compressed air required for construction purposes, at the voltage and pressure currently available at Owner's said plant, to a point adjacent to or within 1000 feet of the site, but the Contractor will be required to make the necessary connections, provide approved shut-off and safety devices and furnish and install all temporary lines required to bring them to the point of use.

Article 22. Applicable Law

This contract shall be construed and enforced in accordance with the laws of the state where the work hereunder is to be performed.

Article 23. Entirety Clause

This contract constitutes the entire agreement between the parties, and except as may be specifically set forth herein no changes can be made herein except by an agreement in writing duly executed by the parties or their duly authorized agents.

Article 24. Technical Information

The Term "technical information" as used in this agreement includes but is not limited to technical data, reports, models, drawings, specifications, operating manuals, designs, computations, formulas, apparatus, processes, patentable or unpatentable inventions and other engineering data. You agree to accept ASARCO's decisions as to whether any particular information is technical information or is technical information which has been made or conceived under this agreement.

It is understood that in the course of your performance hereunder you may learn or have access to technical information of ASARCO. You agree that you and your personnel will keep in confidence all such technical information of ASARCO and that you and your personnel will not use or disclose the same without ASARCO's written consent, either during the term of this agreement or at any time thereafter.

You agree to disclose to ASARCO all technical information made or conceived by you or your personnel in performance, or resulting from performance, under this agreement. You agree that all such technical information made or conceived by you or your personnel shall become and remain the free and unrestricted property of ASARCO and that you shall assign or cause the same to be assigned to ASARCO. You agree that you and your personnel will keep in confidence all such technical information made or conceived by you or your personnel and that you and your personnel will not use or disclose the same without ASARCO's written consent, either during the term of this agreement or at any time thereafter.

You agree, upon the request and at the expense of ASARCO, to make or cause your personnel to make applications for Letters Patent in such countries as ASARCO may designate on those of the aforesaid assigned inventions which ASARCO believes to be patentable; and to assign all such applications to ASARCO or its order; and to give ASARCO, its attorneys and solicitors all reasonable assistance in preparing such applications, and in prosecuting such applications in the patent office or offices involved and in defending and enforcing any patent that may be issued upon any such applications; and to execute all papers that may be reasonably required in the prosecution of such applications or to vest in ASARCO or its assigns said inventions, applications and Letters Patent.

Article 25. Additional Provisions

(add such additional provisions, if any, as the particular job requires).

IN WITNESS WHEREOF- the parties have executed this contract the day
and year first above written.

VAN HASELEN CONSTRUCTION CO., IN
Contractor

By

Joe C. Van Hase
Title President

ASARCO Incorporated
AMERICAN SMELTING & REFINING COMPANY
Owner

By

J. D. White

AMERICAN SMELTING AND REFINING COMPANY

FORM # INSURANCE-1 Revised 9/73

INSURANCE-CERTIFICATE

AMERICAN SMELTING AND REFINING COMPANY REQUIREMENTS FOR CONTRACTORS AND SUBCONTRACTORS.

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE DESCRIBED BELOW HAVE BEEN ISSUED TO _____

VAN HASKEEN CONSTRUCTION COMPANY, INC.THESE POLICIES ARE NOW IN FORCE, COVERING WORK BY THE ASSURED FOR AMERICAN SMELTING AND REFINING COMPANY ON CONTRACT FOR LEVELING AND PAVING STORAGE AREA
AT EL PASO SMELTING WORKS, EL PASO, TEXASIF THESE POLICIES ARE CANCELLED OR CHANGED IN ANY WAY THAT WILL AFFECT THIS CERTIFICATE, TEN DAYS' PRIOR WRITTEN NOTICE WILL BE GIVEN BY THIS COMPANY TO AMERICAN SMELTING AND REFINING COMPANY, ATTN. MR. W. R. KELLY PLANT MANAGER.

KIND OF INSURANCE	DESCRIPTION OF POLICY			REQUIRED MINIMUM
	NUMBER	EXPIRES	LIMITS OF LIABILITY	
CONTRACTOR'S PUBLIC LIABILITY (COMPREHENSIVE INCLUDING CONTRACTUAL)*				
BODILY-INJURY	GL07811125	8-1-78	EACH OCCURRENCE \$ 300,000.	\$300,000
PROPERTY-DAMAGE	GL07811125	8-1-78	EACH OCCURRENCE \$ 100,000.	\$ 25,000
CONTRACTOR'S PROTECTIVE LIABILITY				
BODILY-INJURY	GL07811125	8-1-78	EACH OCCURRENCE \$ 300,000.	\$300,000
PROPERTY-DAMAGE	GL07811125	8-1-78	EACH OCCURRENCE \$ 100,000.	\$ 25,000
AUTOMOBILE				
BODILY-INJURY	CL17811126	8-1-78	EACH PERSON \$ 250,000. EACH OCCURRENCE \$ 500,000.	\$100,000 \$300,000
PROPERTY-DAMAGE	CL17811126	8-1-78	EACH OCCURRENCE \$ 100,000.	\$ 25,000
WORKMEN'S COMPENSATION AND				COMPLY WITH APPLICABLE STATE LAW
EMPLOYER'S LIABILITY	TC820373684	8-1-78	EACH OCCURRENCE \$ 100,000.	\$ 25,000

DATE JANUARY 23, 1978

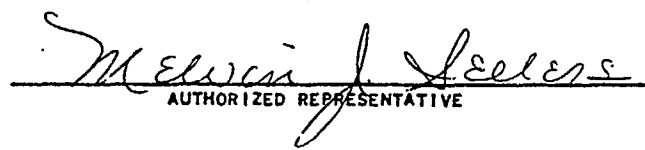
NATIONAL STANDARD INSURANCE COMPANY

INSURANCE COMPANY

EL PASOTEXAS

CITY

STATE


 AUTHORIZED REPRESENTATIVE

*The Contractor shall save harmless and indemnify the Owner from and against any expense, loss or damage on account of any claim, demand or suit made by any person whatsoever, including any employee of the Owner, which is in any way caused by or connected with, or grows out of the execution and performance of this contract by the Contractor or any Subcontractor; provided, however, that the Contractor shall not be required to indemnify the Owner against any loss caused solely by negligence or willful fault of the Owner or its employees. The Contractor accepts all risk of injury or damage and all responsibility for any claims for damages whatsoever resulting from the use, misuse, or failure of any hoist, rigging, blocking, scaffolding, or other like or unlike equipment used by the Contractor or any Subcontractor, even though such equipment be furnished or loaned to the Contractor or any such Subcontractor by the Owner, and shall indemnify the Owner against all such claims.

ASARCO ELP 0009783

Proposal

Page No. _____ of _____ Pages

VanHaselen Construction Co., Inc.

4330 Rosa Avenue
EL PASO, TEXAS 79905
Phone 533-6243

PROPOSAL SUBMITTED TO ASARCO		PHONE	DATE January 11, 1978
STREET P.O. Box 1111		JOB NAME Storage lot	
CITY, STATE AND ZIP CODE El Paso, Texas 79946		JOB LOCATION ASARCO	
ARCHITECT	DATE OF PLANS		JOB PHONE

We hereby submit specifications and estimates for:

Paving area 50' by 300' with 2" of Hot Mix. Hot Mix to be placed on existing material, which has been regraded and compacted.

We Propose hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:

Four Thousand Nine Hundred Sixty Five _____ dollars (\$ **4,965.00**).

Payment to be made as follows:

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized
Signature

Joel H. Hasen

Note: This proposal may be withdrawn by us if not accepted within **30** days.

Acceptance of Proposal — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____

Signature _____

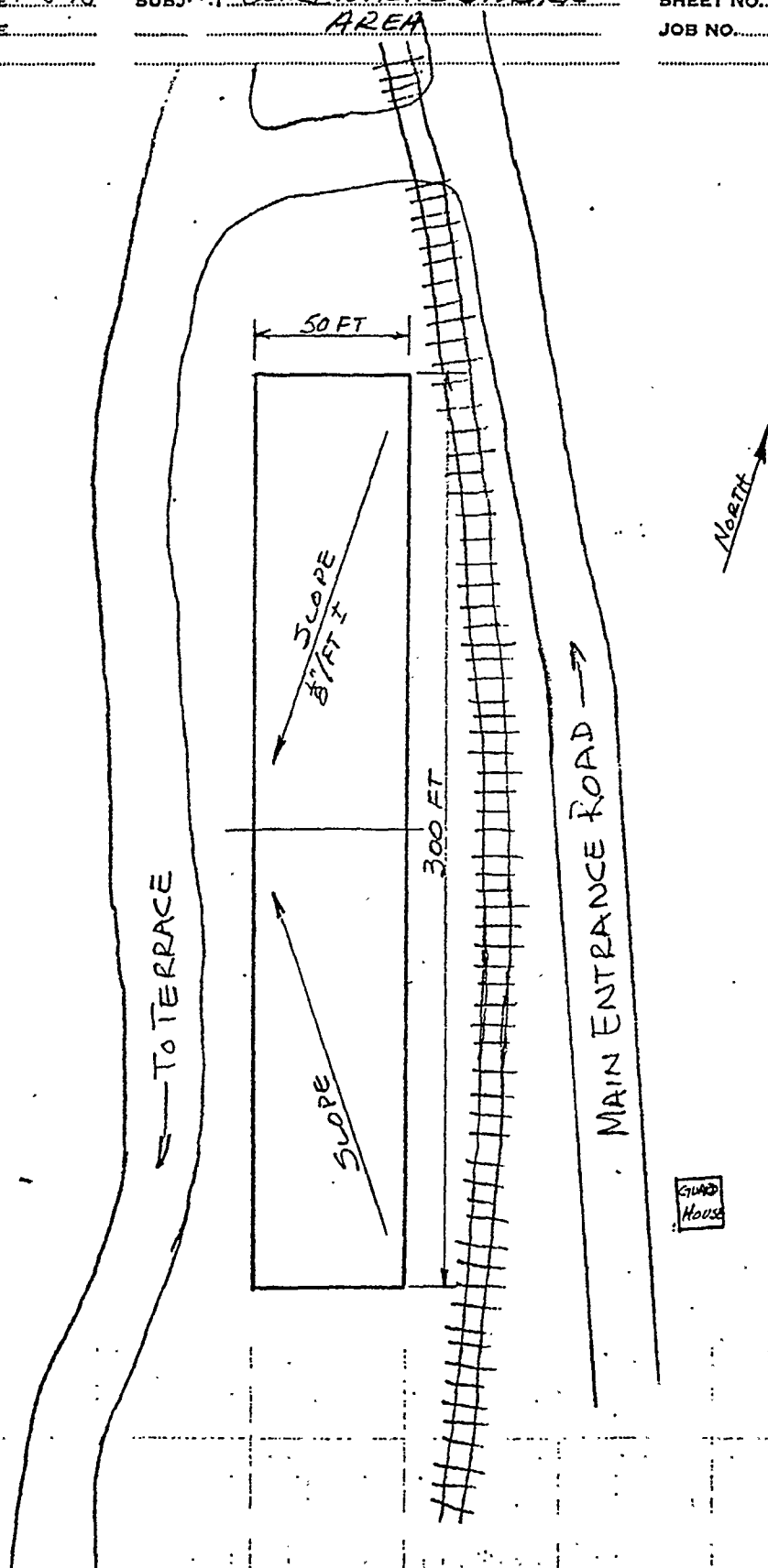
Signature _____

ASARCO ELP 0009784

BY Nasmyth DATE 1-18-78
CHKD. BY _____ DATE _____

SUBJECT CONCENTRATE STORAGE
AREA

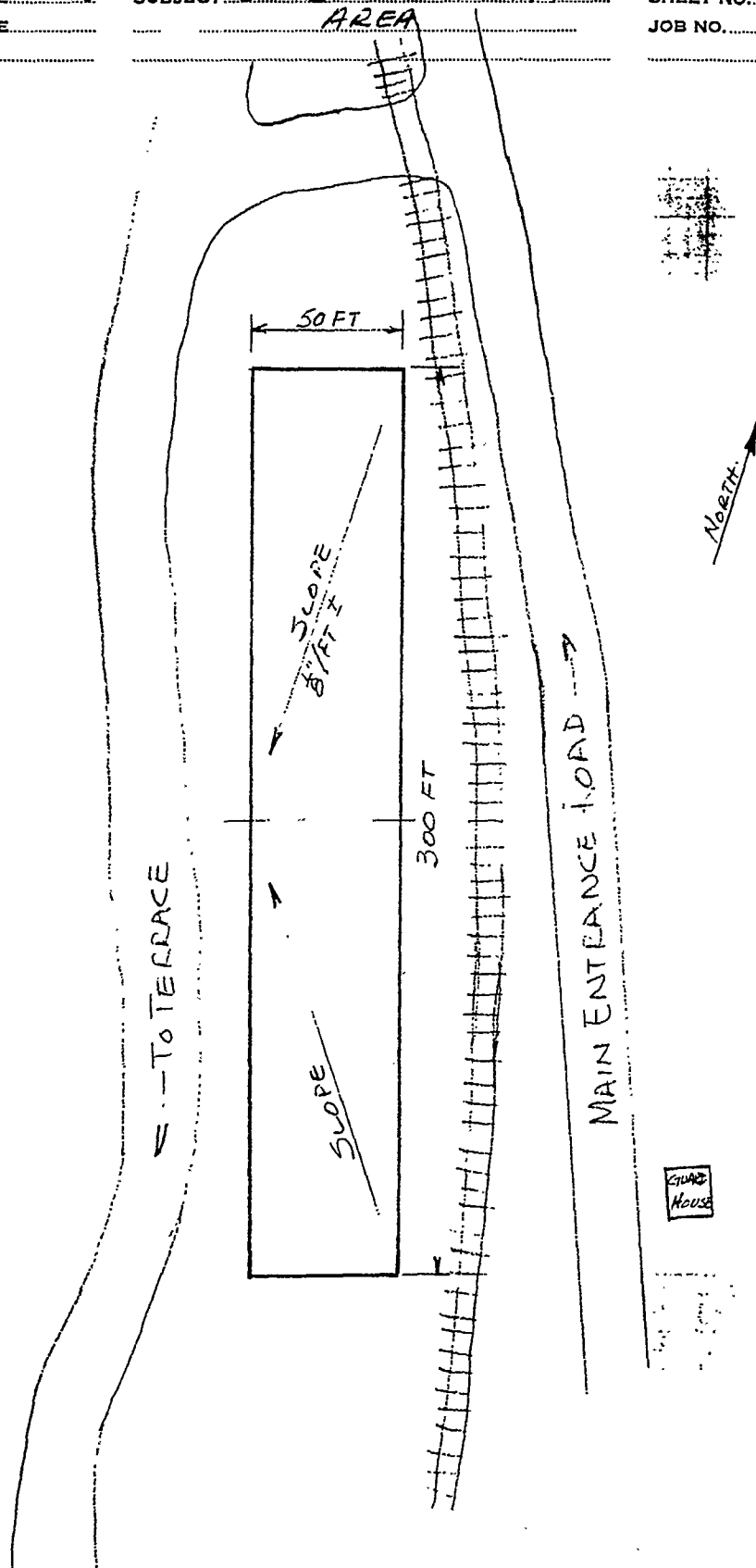
SHEET NO. _____ OF _____
JOB NO. _____



BY Nasmyth DATE 1-18-78
CHKD. BY _____ DATE _____

SUBJECT CONCENTRATE STORAGE
AREA

SHEET NO. _____ OF _____
JOB NO. _____



Proposal

Page No. _____ of _____ Pages

VanHaselen Construction Co., Inc.

4330 Rosa Avenue
EL PASO, TEXAS 79905
Phone 533-6243

PROPOSAL SUBMITTED TO ASARCO		PHONE	DATE January 11, 1978
STREET P.O. Box 1111		JOB NAME Storage lot	
CITY, STATE AND ZIP CODE El Paso, Texas 79946		JOB LOCATION ASARCO	
ARCHITECT	DATE OF PLANS	JOB PHONE	

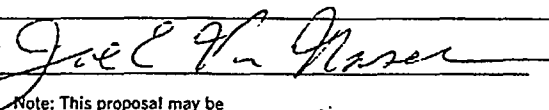
We hereby submit specifications and estimates for:

Paving area 50' by 300' with 2" of Hot Mix. Hot Mix to be placed on existing material, which has been regraded and compacted.

We Propose hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:**Four Thousand Nine Hundred Sixty Five** dollars (\$ **4,965.00**).

Payment to be made as follows:

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized
Signature
Note: This proposal may be withdrawn by us if not accepted within **30** days.

Acceptance of Proposal — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____

Signature _____

Signature _____

ASARCO ELP 0009788

Proposal

BORSBERRY CONSTRUCTION CO., INC.

Dirt Moving — Excavating — Grading — Paving
5165 Hercules St. P. O. Box 4257 El Paso, Texas 79914
Phone (915) 755-7625

PROPOSAL SUBMITTED TO ASARCO PHONE 532-7961 DATE JAN 4, 78
STREET P.O. Box 1111 JOB NAME _____
CITY, STATE AND ZIP CODE EL PASO, TEX 79999 JOB LOCATION ASARCO ENTRANCE RD PROXIM
ARCHITECT _____ DATE OF PLANS _____ JOB PHONE _____

We hereby submit specifications and estimates for:

1. Cut to fill as necessary to make water pond at west side. approx 400 c.y.
2. Use screening material to level up, prime coat, and 2" H.M.A.C. surface. (50' x 300' area.)

INVOICE # 1917

VAN HASELEN CONSTRUCTION CO., INC.

4330 ROSA AVE.

533-6243

EL PASO, TEXAS 79905

June 2, 1978

• ASARCO
P.O. Box 1111
El Paso, Texas 79946

TERMS: Due 10th of month following date
of purchase. 1 1/2% per month service
charge on accounts past due 30 days.

Ref: Paving Patch

Power house 2" overlay	79.8 sy @ 5.75	\$ 458.85
Shops & warehouse 2" overlay	5.43 sy @ 5.75	31.22
Office 2" overlay	2.54 sy @ 5.75	14.60
Office 2" HM and 4" base	75.89 sy @ 8.75	664.03

Total Due \$ 1,168.70

EL PASO SMELTING WORKS
ENGINEERING DEPT.

JUN 07 1978

PLANT PAVING

Eason

El Paso Plant - Separate Requisition for Each Item

Cost A/C No.

Dept.

PLANT

Serial No.

EP-4

Description of Work

PAVING REPAIR

Quantity	Size or Part	Material	Cost	Code No.
<i>Van Haselen Inv. #1917 #1168.70</i>				

Date

6-7-78

Signed

M.H. Eason

FILE PRINTING CO.—B. 1440

ASARCO ELP 0009790

INVOICE # 1914

VAN HASELEN CONSTRUCTION CO., INC.

4330 ROSA AVE.

533-6243

EL PASO, TEXAS 79905

May 31, 1978

ASARCO

P.O. Box 1111

El Paso, Texas 79999

TERMS: Due 10th of month following date
of purchase. 1 1/2% per month service
charge on accounts past due 30 days.

Order No. 2394-8

Paving South of Sample Mill

Lump Sum

\$ 2,200.00

EL PASO SMELTING WORKS
ENGINEERING DEPT.

JUN 07 1978

PLANT PAVING

Eason

El Paso Plant - Separate Requisition for Each Item

Cost A/C No.

Dept. PLANT PAVING

Ord. # 2394-8

Serial No.

Description of Work PAVING AT SAMPLE MILL

Quantity	Size or Part	Material	Cost	Code No.
		<u>Van Haselen Inv. # 1914</u>	<u>2200.⁰⁰</u>	

Date

6-7-78

Signed

M. H. Eason

ALL PAVING CO.-B. PAID

ASARCO ELP 0009791

PAVING PATCHING — MAY 1978

POWERHOUSE	$46.96 + 16.07 + 1.91 + 5.92 + 6.01 + 1.89 + 1.04 = 79.8$	Y0 ²
OVERLAY		79.8
SHOP & WAREHOUSE	$2.43 + 3.00 =$	
OVERLAY		5.43
OFFICE		
OVERLAY	2.54 =	2.54
4" BASE	$9.52 + 28.92 + 4.09 + 29.14 + 4.22 =$	75.89
TOTAL		163.66

$$\begin{array}{r} 31-7 \\ 67-3 \\ \hline 98-10 \end{array} \quad \cup$$

PATCHING MAY 1978

	$\frac{22 + 19-8 + 16-7 + 15-3}{4} \times 23$	O.L.	Yr. 46.96
Powerhouse Overlay	$\frac{7-6 + 9-0 + 8-8 + 7-0 + 4-0}{5} \times 20$		16.07
	$\frac{3-0 + 2-9 + 2-10}{3} \times 6$		1.91
	$\frac{5-9 + 7-2}{2} \times 8-3$		5.92
	$\frac{3-0 + 4-0 + 4-0}{3} \times 14-9$		6.01
	$3-0 \times 5-8$		1.89
	$\frac{3-6 \times 5-4}{2}$		1.04
WAREHOUSE Overlay	$3-6 \times 6-3$		2.43
SHOPS Overlay	3 YD^2	V	3.00
OFFICE 4" Base	$\frac{5 + 5-3 + 5-4}{3} \times 16-6$	Base	9.52
	$\frac{3 + 2-9 + 2-3 + 2-1 + 2-11 + 2-7 + 2-6 + 2-9 + 3-0 + 3-0 + 2-11 + 4-8 + 3-11 + 3-0 + 3-4}{15} \times 87-5$		28.92
	$7-9 \times 4-9$		4.09
	$\frac{3-4 + 2-6 + 2-9 + 3-1 + 3-8 + 2-10 + 2-7 + 2-9 + 2-9 + 2-2 + 2-2 + 1-14 + 2-0}{15} \times 98-10$		29.14
	2×19		4.22
Overlay	$1-6 \times 15-3$		2.52

ASARCO

PURCHASE ORDER

An Equal Opportunity Employer

ASARCO INCORPORATED

EL PASO PLANT

P.O. BOX 1111 - EL PASO, TEXAS 79999

RECEIVING

DATE: MAY 19, 1978	TYPE: 2	ORDER NO. 2394 - 8
TO: VAN HASELEN CONST. CO. INC. 1463 4330 ROSA AVE. EL PASO TX 79905		RELEASE NO.
DATE REQUIRED AT DESTINATION: 6/1/78		SHIP TO: Asarco Incorporated El Paso Plant 2301 Paisano El Paso, Texas
SHIPPING INTERVAL PROMISED FROM STOCK	SELLER WILL SHIP BEFORE: TERMS NET 30	Render Bills as per Shipping Instructions Against: Asarco Incorporated El Paso Plant P.O. Box 1111 El Paso, Texas 79999
O.B. POINT OUR PLANT		SHIP VIA DELIVERED

QUANTITY	UNIT	SPECIFICATIONS	OUR CODE NO.	ITEM NO.	UNIT PRICE
1	EACH	PAVE APPROX. 614 SQ.YDS. SOUTH OF SAMPLE MILL AS AGREED, COMPACTED BASE AS REQUIRED AND 2" MINIMUM THICKNESS OF HOT MIX ASPHALTIC CONCRETE CONFIRMATION	45	3213 1100	1 2200.00
QUADRUPLICATE INVOICE REQUIRED					

Unl. Concentrate Storage Eason

PLEASE ENTER OUR ORDER FOR THE ITEMS SPECIFIED ABOVE, SUBJECT TO ALL INSTRUCTIONS AND PROVISIONS ON REVERSE SIDE.

ORDER NO.

ASARCO ELP 0009794

INVOICE # 1818

VAN HASELEN CONSTRUCTION CO., INC.

4330 ROSA AVE.

533-6243

EL PASO, TEXAS 79905

March 15, 1978

ASARCO

P.O. Box 1111

El Paso, Texas 79946

RECEIVED

MAR 16 1978

TERMS: Due 10th of month following date
of purchase. 1 1/2% per month service
charge on accounts past due 30 days.

EL PASO SMELTING WORKS

EL PASO SMELTING WORKS
ENGINEERING DEPT.

MAR 21 1978

PLANT PAVING-REPAIR

Eason

Patch Paving

Equipment	4" Base	6" Base	Overlay
Truck Scale	7.08	6.06	5.42
Respirator			26.75
Bridge		3.81	53.93
Power House	53.07	1.11	82.36
Zn Plant			37.31
Car Stalls			13.98

Overlay	219.75 sy @ 5.125	\$ 1,126.21
4" Base	60.15 sy @ 8.00	481.20
6" Base	10.98 sy @ 9.50	104.31
		\$ 1,711.72

El Paso Plant - Separate Requisition for Each Item

Dept. PLANT

Description of Work

Reg. EP-4

Serial No. 1711.72

Quantity Size or Part Material Cost Code No.

Van Haselen Invoice

No. 1818

Date 3-21-78 Signed M. H. Eason

ASARCO ELP 0009795

INVOICE # 1817

VAN HASELEN CONSTRUCTION CO., INC.

4330 ROSA AVE.

533-6243

EL PASO, TEXAS 79905

March 13, 1978

ASARCO

P. O. Box 1111

El Paso, Texas 79946

TERMS: Due 10th of month following date
of purchase. 1 1/2% per month service
charge on accounts past due 30 days.

Leveling and paving storage area

Lump sum

\$ 4,965.00

EL PASO SMELTING WORKS
ENGINEERING DEPT.

MAR 15 1978

UNLOADING

NANNEY

El Paso Plant - Separate Requisition for Each Item

Cost A/C No. _____

Dept. UNLOADING

Serial No. _____

Description of Work STORAGE AREA

Quantity	Size or Part	Material	Cost	Code No.
		LEVEL & PAVE STORAGE AREA	\$ 4965.00	
		VAN HASELEN INVOICE #1817		

Date 3-15-78 Signed NANNEY

WILL PRINTING CO - EL PASO

ASARCO ELP 0009796

INVOICE # 1818
VAN HASELEN CONSTRUCTION CO., INC.
4330 ROSA AVE.
533-6243
EL PASO, TEXAS 79905
March 13, 1978

• ASARCO
P. O. Box 1111
El Paso, Texas 79946

TERMS: Due 10th of month following date
of purchase. 1 1/2% per month service
charge on accounts past due 30 days.

	Patch Paving - 4" base	6" base	Overlay
Truck Scale	7.08 sy ✓	6.06 ✓	5.42 ✓
Respirator			45.31
Bridge			77.74
Powerhouse	53.07 ✓	1.11 ✓	127.70
Zn Plant			19.89 ✓
Car Stalls			37.31
Overlay	313.33 sy @ 5.125		\$ 1,606.02
4" Base	60.15 sy @ 8.00		481.20
6" Base	7.17 sy @ 9.50		<u>68.11</u>
TOTAL			\$ 2,155.33

ASARCO ELP 0009797

Y₀²

MARCH '78 PAVING

10²4

7.08 $\frac{1}{4}$ + Truck Scale
 $\frac{4'' \text{ Base}}{4-7 + 3-3 + 5-0 + 7-0 + 7-2 + 3-9} = 12.5$

6.06
2.98
1.98
0.46

8-4 ϕ 2" $\frac{1}{2}$ inch
 5-9 x 4-8
 1-2 x 15-3
 1-5 x 2-11

0.00
=

RESIDUAL PAVING

8.19 $\frac{2.55}{5-3 \times \frac{3}{2}} + \frac{0.93}{2} = 9-7 \times \frac{3-1 + 4-1}{3} + 4-1$

8.17 $\frac{1.00}{2 \times 4-6} + \frac{1.18}{2-6 \times 4-3} + 1-2$

3.30 $1-1 \times \frac{2-9 + 4-4 + 4-0 + 3-3}{4}$

6.74 $10-5 \times \frac{6-1 + 7-0 + 7-1}{1}$

$\frac{0.35}{45.31}$ $2' \phi$

BRIDGE

4.35
49.58 $\frac{2-1 + 3-1 + 4-3 + 4-9}{10-5 \times 42-10}$

3.81 $\frac{1}{1-6 \times 11-5}$

Y₀²

Power 11

$$\begin{array}{r}
 \rightarrow 4'' \text{ E. } 36.77 \\
 38.60 \quad 17-5 \times 19-0 + 6 \times 2-9 = \\
 5.63 \quad 6-4 \times 1-6 + 3-2 \times 7-0 + 2-1 \times 3- + \frac{4 \times 6}{2}
 \end{array}$$

$$\begin{array}{r}
 \rightarrow 6'' \\
 1.11 \quad \dots \dots \dots 0
 \end{array}$$

$$\rightarrow 3'' \quad \dots \dots \dots$$

$$10.65 \quad 3-5 \times \frac{2-3 + 2-4 + 1-5 + 2-4 + 2-4 + 3-3 + 3-1}{8}$$

$$1.28 \quad 6 \times 1-11$$

$$23.60 \quad 18-6 \times \frac{12-4 + 11-7 + 11-7 + \dots}{4}$$

$$4.43 \quad 17-4 \times \frac{2-3 + 2-6 + 2-4 + 2-2 + 2-6}{5}$$

$$1.06 \quad 2-6 \times 3-10$$

$$2.35 \quad 5-6 \times \frac{5-1 + 4-1 + 3-6 + \dots}{5}$$

$$1.40 \quad 4 \phi$$

$$1.69 \quad 6-6 \times 2-4$$

$$3.25 \quad 8-2 \times 3-17$$

$$4.30 \quad 10-4 \times \frac{3-0 + 3-0 + 3-0 + 4-2 + 4-10}{5} + 2-3$$

$$11.59 \quad 32-0 \times \frac{2-0 + 2-4 + 2-8 + 2-8 + 2-8 + 3-0 + 3-0 + 3-0 + 4-2 + 4-2 + 3-0}{11}$$

$$2.44 \quad 12-3 \times \frac{8-10 + 9-6 + 4-1}{3}$$

$$4.32 \quad 18-8 \times \frac{2-4 + 2-8 + 1-10 + 1-6}{4}$$

$$127.70$$

YD²

4054

CAR STALLS - Overexisting ←

1.33

4 x 3

Parking Row:

0.50

3 x 1.5

2.18

5' φ

0.35

2' φ

5.18

8.8 x $\frac{7.2 + 4.5 + 3.5}{3}$

0.95

3 x 3 φ

1.92

3.6 x 4.0

1.57
13.98

4.7 x 3.0

~~2000 11.00~~ 4.000 ←

7.47

4 x 1.0

0.50

6 x 0.6

0.36

1.8 x 0.8

0.61

2.9 x 1.9

8.84

Zn Plant - Car Exst. ←

0.71

4 x 1.6

1.23

3.7 x 3

0.73

3.3 x 2

0.84

3.8 x 2

3.48

$\frac{4.2 + 5.6}{2} \times 6.4$
 $\frac{9.8}{2} \times 6.4$

6.18

12.5 x $\frac{3.5 + 5.5}{2}$

2.34

4.7 x 4.3

0.55

2.5 φ

1.36

5.1 x 2.4

11.00

CHANGE ORDER

PAGE 1 of 1

DATE 3/8/78

ORDER NO. 18H-0268

ASARCO Incorporated

PURCHASING DEPARTMENT
120 BROADWAY, NEW YORK, N.Y. 10005

REQUISITION NO. EP-4 Additional

PLANT JOB APPROPRIATION NO.

TO: Van Haselem Construction Co, Inc.
4330 Rosa Ave.
El Paso, Texas 79905
Attention: Mr. J. Van Haselem

FINAL DESTINATION-PLEASE NOTE COMMITMENT AS INDICATED ON ORIGINAL ORDER

El Paso, Texas

(30210)

EP 4

DATE REQUIRED AT DESTINATION

SHIPPING INTERVAL PROMISED

SELLER WILL SHIP BEFORE

QUANTITY	UNIT	SPECIFICATIONS	ITEM NO.	UNIT PRICE
(CO-78-163)		THE PURPOSE OF THIS CHANGE ORDER NO. <u>1</u> IS: To add the following to the scope of the work as it applies to our construction contract identified by our above numbered order as follows: Patch Paving - 300-350 Sq. Yard approximate area as directed on the following basis: Patch Paving 1. 2" Hot Mix on 6" base 2. 1½" Hot Mix on 4½" base 3. 2" Hot Mix on existing material 4. 1½" Hot Mix on existing material 5. Hot Mix speed bumps At a cost not to exceed..... Above as authorized by our El Paso Plant management. NOTE TO PLANT: R.O. Covington-Above per your regn. #EP.4 Additional		9.50/sy 8.00/sy 5.75/sy 4.50/sy 1.50/Lf \$3,000.00 TOTAL



IMPORTANT
This change order is not binding on purchaser unless the attached Acknowledgment Card is signed by an authorized agent of seller and returned promptly to purchaser.

FOR PURCHASING DEPARTMENT USE ONLY
\$3,000.00 (approx.)

TVO ☐ URGER ☐ CC 601 PC 206
DISTRIBUTION 3-plant

PLEASE ENTER OUR CHANGE ORDER FOR THE ITEMS SPECIFIED ABOVE
SUBJECT TO ALL INSTRUCTIONS AND PROVISIONS ON REVERSE SIDE.

By _____
PURCHASING AGENT

ASARCO

ASARCO ELP 0009802

ROOFING 1-24-78

16 & 17 BELTS -
REVERB -
DEL FAN

NILL - 1-27-78
DREDINS

MAINT 1-27-78

102

63

2" x 6"

130

51

2" OVERLAY

58

10

WELLMAN - POWER GAS, INC.

Post Office Box 2436 - Lakeland, Florida, 33803 - Telephone 813-646-5011

Transmittal No. 715

DATE: 3/8/73

W-PG PROJECT NO. 4121-

TO: American Smelting & Refining Co..

500 Crandall Building

Salt Lake City, Utah 84101

CLIENT PROJECT NO. _____

ATTENTION: E. H. Haug/A. O. Marsh Jr.

W-PG ORDER OR REQUISITION NO. R161

PRINTS	DRAWING OR SPECIFICATION NO.	REV.	ITEM OR EQUIP. NO.	TITLE
1	B/M-APM-16			Additional Piping Material MADE OF JESSOP 700 3/16" THICK FROM N.A. SHOP FRIEDRY AID <u>FILEIGHT</u>

DWGS, SPECS OR B/M'S ARE ISSUED FOR:

- () Comments
- () Preliminary
- () For Reference
- () For Approval
- () For Construction
- () For Quote
- ☒ For Purchase
- () Certified
- () Information

DISTRIBUTION	NO. OF PRINTS	DISTRIBUTION	NO. OF PRINTS
Purchasing	3+PR		
Rockwell	1+PR		
J. Fernandez			
Field Supt.	3+3PR	o Rockwell	
G. Leaders	P		
Heinz			
Taylor			
C/Files	1+PR		
A.J. Kroha			
W.R. Mahoney	1		
J.W. English	1		
W.R. Kelly			
M. C.			
Expediting			
Fernandez	1		
Zanes	1		

NOTE: For Approval - Please return one copy of Transmittal Marked to indicate type of Approval together with one signed print.

Yours very truly,

Frank E. Rockwell Jr.
Frank E. Rockwell, Jr.
Project Manager

Form No. 679

ASARCO ELP 0009809

BILL OF MATERIAL

WELLMAN - POWER GAS INC.
LAKELAND, FLORIDA

ACCT.	DESCRIPTION	ACCT. NUMBER
	ADDITIONAL PILING MATERIAL (DURING ACID CEMENT RESTORATION PHASE)	

CLIENT ASARCO PLANT LOCATION EL PASO, TEXAS

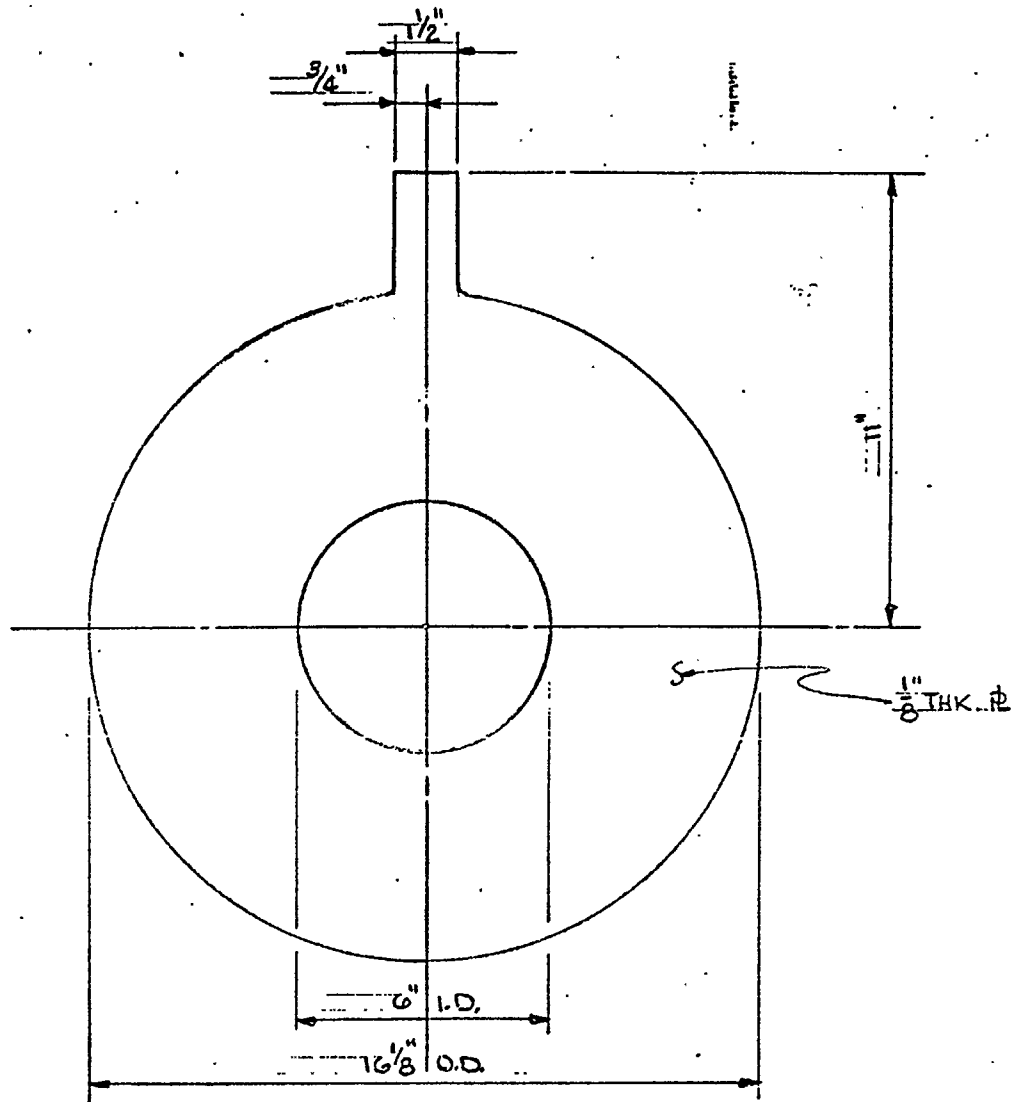
ASARCO

CLIENT

[illegible]

DRAWING-NOS-OR SK. NOS.	PREP. BY:	DATE:	DATE OF REVISION	PROJECT NO.	B/M NUMBER
4121 - S&CP-22	J. J. HEDWILL	2-6-73	Δ	4121-01	APM-16
	CHCK BY: J. J. HEDWILL		Δ		
	APPV'D BY:		Δ		
	APPV'D BY:		Δ		SHEET 2 OF 2

FOR APPROVAL



RESTRICTION ORIFICE

MARK: RO-1016

MATL: ALLOY 20

(1) REQUIRED

FIELD NOTE:

INSTALL ORIFICE R BETWEEN DRYING TOWER ACID COOLER (1602) ACID OUTLET NOZZLE & BY-PASS TEE IN LINE 12"-PD-1016.

ASARCO		EL PASO, TEXAS		WELLMAN - POWER GAS, INC.		Form No. 681
DRYING TOWER ACID COOLER		RESTRICTION ORIFICE		LAKELAND, FLORIDA		
APPROVED	DATE	CHECKED	DATE	DRAWN BY:	STANDARD DRAWING	
<i>[Signature]</i>	2-6-73	<i>[Signature]</i>	2-6-73	ART SCHERWITZ	Nº 4121-SKP-22	
APPROVED	DATE	SCALE: NONE		DATE:	2/6/73	