

Engineering, Architectural
And/Or Consulting Services
Contract Form ID-58

Order No. _____

CONTRACT FOR

CONVERSION OF BATH HOUSE TO LUNCHROOM

(Insert name of job)

ASARCO Incorporated's

~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~
~~AMERICAN SMELTING AND REFINING COMPANY'S~~

El Paso

Plant at El Paso, Texas

(Insert town and state)

THIS AGREEMENT, made the 14th day of September, 19 79,
by and between Fouts, Langford, Gomez, Moore Inc whose address is
444 Executive Center Blvd, Suite 130 (hereinafter called the
El Paso, Tx 79902 ASARCO Incorporated
"ENGINEER") and ~~AMERICAN SMELTING AND REFINING COMPANY~~, a corporation of the
State of New Jersey, whose address is 120 Broadway, New York, N.Y. 10005 and
P. O. Box 1111, El Paso, Tx 79999

(Insert address of plant or unit)

(hereinafter called the "Owner").

W I T N E S S E T H:

The Engineer and the Owner agree as follows:

Article 1. Scope of Work

The Engineer shall furnish and perform the various services required for
Provide HVAC, plumbing, electrical & architectural design, working
drawings for converting existing Bath House to a Lunchroom

as outlined in the specifications listed below. Any attachments referred to
are incorporated herein by reference and made a part hereof.

Fouts, Langford, Gomez, Moore, Inc. Proposal Dated
August 30, 1979
Appendix "B"

(Article 15. 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 except by an agreement in writing duly executed by the parties or their duly authorized agents.

Article 16. Additional Provisions

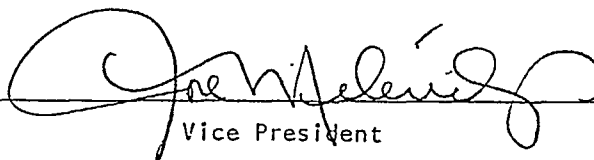
(Add such additional provisions, if any, as the particular job required.)

(SEE APPENDIX "B")

FOUTS, LANGFORD, GOMEZ, MOORE, INC.

Engineer

By



Vice President

Title

ASARCO INCORPORATED

Owner

By

Title

Article 2. Time of Completion

The services outlined above shall be commenced on or about September 15, 1979 and shall be completed on or about October 19, 1979.

Article 3. The Contract Price

In consideration of the performance of the Contract, the Owner agrees to reimburse the Engineer as follows:

Engineer's fee in the amount of \$ 10,250.00 for performance of work plus the reimbursable costs specified as follows:

~~As outlined in Appendix "A".~~ - SHOULD NOT BE CROSSED.

Article 4. Progress Payments (If Specified under Article 3)

The Owner shall make payments on account of this Contract as follows:

(a) As early as possible after the first day of each calendar month commencing with _____ 19__ the Engineer shall present to the Owner a statement, on forms provided or approved by the Owner, of all reimbursable costs incurred during the preceding month. This statement shall be accompanied by copies of supporting invoices and such copies of payrolls, or totalization and distribution of same, as may be required, lists of plant and equipment used with rates for same, together with any other information as the Owner may require to allow it to verify the accuracy of the statement. As soon as practicable after receipt of such statement and upon verification thereof the Owner shall pay _____ % of such amount to the Engineer.

Article 5. Acceptance and Final Payment

(a) Upon receipt of written notice in the form of a final certificate from the Engineer that the work is ready for final inspection and acceptance the Owner shall promptly make such inspection, and if and when it finds the work acceptable under the Contract and that the work provided for in this Contract has been completed, the entire balance due the Engineer, including the amount of his fee, shall be paid by the Owner to the Engineer within 30 days after the date of acceptance of the work by the Owner.

(b) Before issuance of the final certificate, the Engineer shall submit evidence satisfactory to the Owner that all payrolls, material bills, and other indebtedness connected with the work have been paid, and that the work is free of all liens and encumbrances. In case of disputed indebtedness or liens the Engineer may submit, in lieu of evidence of payment, a surety bond in form satisfactory to the Owner, guaranteeing payment of all such disputed amounts.

Article 6. Insurance

The Engineer shall maintain such insurance as will indemnify it against claims made 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 Engineer or any of its subcontractors or anyone directly or indirectly employed by either of them.

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

It is understood Engineer will maintain insurance coverage in such amounts and for such periods as are sufficient to protect Owner from any liability as a result of the professional errors and/or omissions of the insured (Engineers/Architects) or any person employed by the insured, and will furnish evidence of the same to Owner.

Article 7. Title to the Work

All drawings, specifications survey reports, models and other items included in the scope of the work completed or in the course of completion and furnished by the Engineer shall be and become the property of the Owner at the

completion of this agreement or upon its cancellation, and the said items may be used by the Owner entirely at its own discretion as it may deem advisable at any time. Drawings, specifications survey reports and other data shall at all times be treated as confidential by the Engineer. This clause shall survive the termination for any reason of this agreement.

The Engineer agrees that the Owner shall have full and exclusive mechanical, process and design patent, copyright, and/or Trademark rights in this country and abroad on all of the Engineer's work for the Owner insofar as they pertain to the services or work being performed hereunder, without extra cost to the Owner. The Engineer agrees at the Owner's request to cause the person or persons making any invention or inventions in connection with the conception or development of the Owner's processes, products or plants hereunder, to sign all papers necessary for Letters Patent on said invention or inventions which Owner shall have prepared, provided said person or persons shall be in the employ of the Engineer upon presentation of said papers for signature, and to execute any and all assignments necessary to vest all right, title and interest in and to said inventions, applications and patents in the Owner. It is understood that no costs or expenses of any kind in connection with obtaining the aforesaid patents, application and assignments shall be imposed on or borne by the Engineer or by any person associated with the Engineer.

(SEE APPENDIX "B")

Article 8. Status of Engineer and its Personnel

It is understood and agreed that the status of the Engineer hereunder is that of an independent contractor, that the personnel of the Engineer performing services or work hereunder shall under no circumstances be deemed to be employees of the Owner, and that any workmen's Compensation Insurance coverage for such personnel will be the sole responsibility of the Engineer. Notwithstanding the aforesaid understanding, the general instructions of the Owner in connection with accomplishing the work to be done hereunder shall be followed by the personnel of the Engineer.

During tenure of contract, Owner shall have prerogative to request changes in personnel of Engineer's employees assigned to this work when in the opinion of the Owner their work is not conducive to required scope of work.

Article 9. Compliance with Laws and Ordinances

If for any reason the Engineer's or any of its Subcontractor's employees or agents acquire a status imposing liability on the Owner for employer's contributions or taxes under the Federal Insurance Contribution Act, the Federal Unemployment Tax Act, any State Unemployment Tax Act, or any other Act, Statue or Regulation thereunder, the Engineer shall be exclusively liable for, and shall indemnify the Owner against, the same and it 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 10. Owner's Right to Terminate Contract

If the Engineer should commit an act of bankruptcy, or make an assignment for the benefit of creditors, or if a receiver of the Engineer's property should be appointed, or if the Engineer should file a voluntary petition in bankruptcy, or if a trustee of the Engineer's property should be appointed under the reorganization or readjustment provisions of the Bankruptcy Act, or if the Engineer at any time should refuse or neglect to supply sufficient properly skilled

personnel, or if he should fail to make prompt payments to subcontractors, or disregard applicable laws or ordinances or the instructions of the Owner, or should he otherwise violate any provision of the contract and fail to correct such violation promptly after service of written notice thereof by the Owner, then the Owner may, without prejudice to any of its other rights or remedy in the premises, terminate the employment of the Engineer, take possession of drawings, specifications, surveys, models, etc. and finish the work by whatever method the Owner may deem expedient.

(SEE APPENDIX "B")

Article 11. Arbitration

In case of any dispute or difference which may arise as to whether the work done hereunder shall fail to comply with the plans and specifications or with any of the provisions of this contract, such dispute or difference and the question of full performance of the Engineer of the obligations herein imposed shall be submitted to a board or arbitration to be selected in the following manner:

Unless otherwise provided by law, the parties may agree upon one arbitrator; otherwise, there shall be three, one named in writing by each party, and the third chosen by these arbitrators. Provided, however, that if either of the parties hereto shall fail to name an arbitrator within ten (10) days after being requested in writing to do so by the other, the arbitrator so named by the latter shall be and act as the sole arbitrator; and provided further, that in the event each of the parties names an arbitrator but the arbitrator so selected shall fail to select a third within ten (10) days, then he shall be designated by the presiding officer of the Bar Association nearest the location of the work. If there be more than one Bar Association in such locality, it shall be the senior association or the one longest established. The decision of the arbitrator or arbitrators shall be in writing and shall be final.

(SEE APPENDIX "B")

Article 12. Subcontracts

The Engineer will not employ any Subcontractor without the prior written approval of the Owner and the Engineer will require each such 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. Nothing herein shall be deemed to create a contractual relationship between any such Subcontractor and the Owner.

Article 13. Assignment

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

Article 14. 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 15. Entirety Clause

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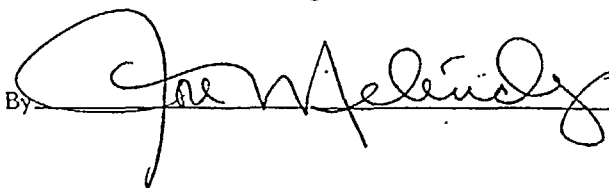
Article 16. Additional Provisions

(Add such additional provisions, if any, as the particular job required.)

(SEE APPENDIX "B")

FOUTS, LANGFORD, GOMEZ, MOORE, INC.

Engineer

By 

Title _____

ASARCO INCORPORATED

Owner

By _____

Title _____

Appendix "A" To Contract Form PD-58

"Reimbursable costs" shall be the sum of the costs to the Engineer of the following items:

- A. 1. Direct cost of current actual salaries for all Engineer's employees who actually contribute time to the project in proportion to the time they devote to it. These salaries are to be in accordance with the hourly wage rates shown on Exhibit "B" attached.
2. In addition to the direct salaries, Engineer will be paid _____ percent (____%) of such salaries to cover all fringe benefits which include payroll taxes and insurance, vacation, sick leave and holiday allowances.

The total for Item A will be the direct salaries, plus _____ percent (____%) for fringe benefits.

- B. Overhead as _____ percent (____%) of the total of Item A above.
- C. Actual cost of all out-of-pocket expenses incurred by Engineer in the performance of this work which will include:

Actual traveling and living expenses for all personnel when required to leave the District Office on duties directly applicable to the job.

Telephone, telegraph, office equipment and supplies blueprints, postage and other minor expenses directly applicable to the Job.

Required inspection and testing.

No salaries of the Engineer's executive officers, including and above General Manager, and no part of the expenses of conducting the Contractor's Main Office or regularly established Branch Offices, and no overhead expenses of any kind, except as above provided, shall be included in the cost of the Job unless otherwise expressly provided herein.

- D. It is agreed that the Engineer's "Reimbursable Cost" shall be increased or decreased, as the case may be, by an amount equal to the total effect of the following:
 1. Routine changes in salary and wage rates and any statutory changes in payroll taxes.
 2. Extra cost of any premium time, or overtime in excess of the regular work week, plus _____% for fringes affected by the extra cost on such premium time or overtime. All overtime must be first approved by the Owner.



August 30, 1979

Mr. Carl Glazer, Engineer
El Paso Smelting Works
ASARCO, Inc.
El Paso, Texas

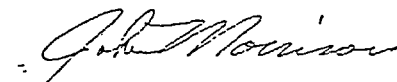
Dear Carl:

This letter is to provide you with a proposal for the HVAC, plumbing, electrical and architectural design working drawings necessary to remodel the existing bathhouse into a lunchroom facility. The work to be done is defined in the enclosed scope of the work. We are also enclosing an hourly rate schedule which can be used to evaluate any cost on work necessary outside the scope of the work.

Our proposal is to provide the working drawings necessary to accomplish the building use change by October 5, 1979. Our fee for this work will be \$10,250.00.

Thanks for your consideration on this project. If this proposal is acceptable to you, please sign below and return a copy to us.

Sincerely yours,


John Morrison, PE

Accepted

Signed

Date



9-13-79



robinet & avery
consulting engineers incorporated

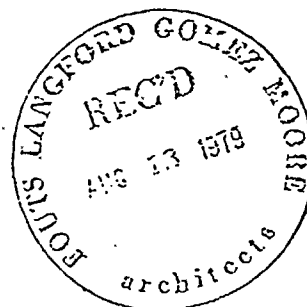
4171 NORTH MESA STREET, C-107

EL PASO, TEXAS

(915) 532-4224

79902

August 17, 1979



Fouts Langford Gomez Moore, Inc.
444 Executive Center Blvd.
El Paso, Texas 79902

Attn: Mr. Joe Melendez

Dear Joe;

In confirmation of our phone conversation of August 15, 1979, we can complete the HVAC design and plumbing for the remodeling of the existing bathhouse into a lunchroom at ASARCO for \$3,500.00.

Our design effort will include:

1. A water wash air system to pressurize the building, including a filtering system in accordance with their criteria.
2. Plumbing sufficient to remove existing shower columns, relocate existing washfountains, and add one small wash basin in each side of lunchroom for utensil clean up.
3. Revamp heating system.
4. Outline specification to be included on the drawings.
5. Equipment submittal review.
6. One inspection trip at start-up.

Thank you for the opportunity to be of service to you.

Sincerely,

William J. Robinet
William J. Robinet, P.E. */see*

WJR/see

Scope of FLGM, Inc.'s work for changing the existing bathhouse into a lunchroom.

Architectural Work

Provide plans, details and specifications to locate and construct new doors or windows, fill in some existing windows, provide new type windows, provide new floor and wall finishes, provide new toilet partitions, move gang sinks, remove existing lockers, fill in slab where lockers are removed, remove existing showers, redo existing ceiling and do studies and make recommendations pertinent to provide an adequate lunchroom in accordance with governing codes, ordinance, and laws.

Electrical Work

Redo lighting to provide fluorescent lighting, chase conduit into walls, provide adequate number of outlets and electrical service, provide electrical service to new HVAC equipment with controls as required.

Mechanical Work

As indicated on the enclosed letter from Robinet and Avery.

It is our understanding that field observation will be done on an on call basis and be charged at hourly rates.

FEE SCHEDULE FOR ARCHITECTURAL AND ENGINEERING SERVICES

Following are the hourly charges for this firm:

Principal Architects	\$50.00/hr.
Principal Engineers	\$45.00/hr.
Interiors Architect	\$35.00/hr.
Staff Architects	\$30.00/hr.
Sr. Draftsmen/Designers	\$25.00/hr.
Draftsmen II/Designers	\$22.00/hr.
Draftsmen I	\$18.00/hr.
Bookkeeper	\$25.00/hr.
Administrative Secretary	\$18.00/hr.
Typist	\$15.00/hr.

Consultants' fees shall be charged
at 1-1/2 times their charges to our
firm

Effective 1 July 1979

MECHANICAL ENGINEERS

\$30.00/hr

APPENDIX "B"

Article 16, Engineer's Right to Terminate Work. If the Owner fails to meet the conditions of the contract, the Engineer shall have the right to terminate the contract and be compensated for that portion of the work completed upon termination.

Article 7. Add paragraph: "Engineer shall have a note on the drawings advising that this work is designed only for the El Paso Smelting Works of the American Smelting and Refining Company."

Article 10. Add paragraph: "If the Owner terminates the contract, he shall compensate the Engineer for that portion of the work completed at the time of termination."

Article 11. In Paragraph 1, second line, change "plans and specifications" to "scope of the work".

AMERICAN SMELTING AND REFINING COMPANY

FORM # INSURANCE-1 Revised 9/

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
Fouts, Langford, Gomez, Moore, Inc.THESE POLICIES ARE NOW IN FORCE, COVERING WORK BY THE ASSURED FOR AMERICAN SMELTING AND REFINING
COMPANY ON CONTRACT Design of Compliance Facilities
AT 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. 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	TMP306 4568	12-13-80	EACH OCCURRENCE \$ 500,000.	\$300,000
PROPERTY-DAMAGE	TMP306 4568	12-13-80	EACH OCCURRENCE \$ 100,000.	\$ 25,000
CONTRACTOR'S PROTECTIVE LIABILITY				
BODILY-INJURY	TMP306 4568	12-13-80	EACH OCCURRENCE \$ 500,000.	\$300,000
PROPERTY-DAMAGE	TMP306 4568	12-13-80	EACH OCCURRENCE \$ 100,000.	\$ 25,000
AUTOMOBILE				
BODILY-INJURY	CCP390 9671	03-01-80	EACH PERSON \$ 250,000. EACH OCCURRENCE \$ 500,000.	\$100,000 \$300,000
PROPERTY-DAMAGE	CCP390 9671	03-01-80	EACH OCCURRENCE \$ 100,000.	\$ 25,000
WORKMEN'S COMPENSATION AND EMPLOYER'S LIABILITY	WC338 9050	03-01-80	Texas - Statutory	COMPLY WITH APPLICABLE STATE LAW
	WC338 9050	03-01-80	EACH OCCURRENCE \$ 100,000.	\$ 25,000

DATE June 7, 1979Transcontinental Insurance Company

INSURANCE COMPANY

El Paso, TexasALEXANDER & ALEXANDER OF TEXAS, INC.

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 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 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 0007437

APPROVED	
TO:	
FROM:	
DATE:	
BY:	
REMARKS:	

Engineering, Architectural
And/Or Consulting Services
Contract Form FD-58

Order No. _____

Return to Purchasing Department

CONTRACT FOR

CONVERSION OF BATH HOUSE TO LUNCHROOM

(Insert name of job)

ASARCO Incorporated's

~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~
~~AMERICAN SMELTING AND REFINING COMPANY'S~~

El Paso

Plant at El Paso, Texas

(Insert town and state)

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State of New Jersey, whose address is 120 Broadway, New York, N.Y. 10005 and
P. O. Box 1111, El Paso, Tx 79999

(Insert address of plant or unit)

(hereinafter called the "Owner").

WITNESSETH:

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Fouts, Langford, Gomez, Moore, Inc. Proposal Dated
August 30, 1979
Appendix "B"

ASARCO ELP 0007438

Article 2. Time of Completion

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Article 3. The Contract Price

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~~XXXXXXXXXXXXX~~

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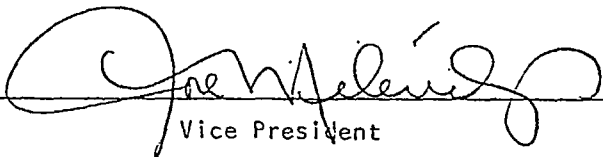
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(Add such additional provisions, if any, as the particular job required.)

(SEE APPENDIX "B")

FOUTS, LANGFORD, GOMEZ, MOORE, INC.

Engineer

By  _____
Vice President

Title _____

ASARCO INCORPORATED

Owner

By  _____
Purchasing Agent

Title _____

Appendix "A" To Contract Form PD-58

"Reimbursable costs" shall be the sum of the costs to the Engineer of the following items:

- A. 1. Direct cost of current actual salaries for all Engineer's employees who actually contribute time to the project in proportion to the time they devote to it. These salaries are to be in accordance with the hourly wage rates shown on Exhibit "B" attached.
2. In addition to the direct salaries, Engineer will be paid _____ percent (____%) of such salaries to cover all fringe benefits which include payroll taxes and insurance, vacation, sick leave and holiday allowances.

The total for Item A will be the direct salaries, plus _____ percent (____%) for fringe benefits.

- B. Overhead as _____ percent (____%) of the total of Item A above.
- C. Actual cost of all out-of-pocket expenses incurred by Engineer in the performance of this work which will include:

Actual traveling and living expenses for all personnel when required to leave the District Office on duties directly applicable to the job.

Telephone, telegraph, office equipment and supplies blueprints, postage and other minor expenses directly applicable to the Job.

Required inspection and testing.

No salaries of the Engineer's executive officers, including and above General Manager, and no part of the expenses of conducting the Contractor's Main Office or regularly established Branch Offices, and no overhead expenses of any kind, except as above provided, shall be included in the cost of the Job unless otherwise expressly provided herein.

- D. It is agreed that the Engineer's "Reimbursable Cost" shall be increased or decreased, as the case may be, by an amount equal to the total effect of the following:
 1. Routine changes in salary and wage rates and any statutory changes in payroll taxes.
 2. Extra cost of any premium time, or overtime in excess of the regular work week, plus _____% for fringes affected by the extra cost on such premium time or overtime. All overtime must be first approved by the Owner.



August 30, 1979

Mr. Carl Glazer, Engineer
El Paso Smelting Works
ASARCO, Inc.
El Paso, Texas

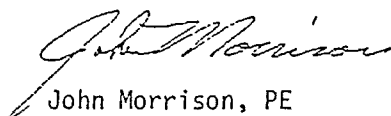
Dear Carl:

This letter is to provide you with a proposal for the HVAC, plumbing, electrical and architectural design working drawings necessary to remodel the existing bathhouse into a lunchroom facility. The work to be done is defined in the enclosed scope of the work. We are also enclosing an hourly rate schedule which can be used to evaluate any cost on work necessary outside the scope of the work.

Our proposal is to provide the working drawings necessary to accomplish the building use change by October 5, 1979. Our fee for this work will be \$10,250.00.

Thanks for your consideration on this project. If this proposal is acceptable to you, please sign below and return a copy to us.

Sincerely yours,


John Morrison, PE

Accepted

Signed

Date



9-13-79

APPENDIX "B"

Article 16, Engineer's Right to Terminate Work. If the Owner fails to meet the conditions of the contract, the Engineer shall have the right to terminate the contract and be compensated for that portion of the work completed upon termination.

Article 7. Add paragraph: "Engineer shall have a note on the drawings advising that this work is designed only for the El Paso Smelting Works of the American Smelting and Refining Company."

Article 10. Add paragraph: "If the Owner terminates the contract, he shall compensate the Engineer for that portion of the work completed at the time of termination."

Article 11. In Paragraph 1, second line, change "plans and specifications" to "scope of the work".

AMERICAN SMELTING AND REFINING COMPANY

FORM # INSURANCE-1 Revised 7/73

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 _____

Fouts, Langford, Gomez, Moore, Inc.

THESE POLICIES ARE NOW IN FORCE, COVERING WORK BY THE ASSURED FOR AMERICAN SMELTING AND REFINING COMPANY ON CONTRACT Design of Compliance Facilities
AT 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. 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	TMP306 4568	12-13-80	EACH OCCURRENCE \$ 500,000.	\$300,000
PROPERTY-DAMAGE	TMP306 4568	12-13-80	EACH OCCURRENCE \$ 100,000.	\$ 25,000
CONTRACTOR'S PROTECTIVE LIABILITY				
BODILY-INJURY	TMP306 4568	12-13-80	EACH OCCURRENCE \$ 500,000.	\$300,000
PROPERTY-DAMAGE	TMP306 4568	12-13-80	EACH OCCURRENCE \$ 100,000.	\$ 25,000
AUTOMOBILE				
BODILY-INJURY	CCP390 9671	03-01-80	EACH PERSON \$ 250,000. EACH OCCURRENCE \$ 500,000.	\$100,000 \$300,000
PROPERTY-DAMAGE	CCP390 9671	03-01-80	EACH OCCURRENCE \$ 100,000.	\$ 25,000
WORKMEN'S COMPENSATION AND EMPLOYER'S LIABILITY	WC338 9050	03-01-80	Texas - Statutory	COMPLY WITH APPLICABLE STATE LAW
	WC338 9050	03-01-80	EACH OCCURRENCE \$ 100,000.	\$ 25,000

DATE June 7, 1979

Transcontinental Insurance Company

INSURANCE COMPANY

El Paso, TexasALEXANDER & ALEXANDER OF TEXAS, INC.

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 0007447

ASARCO

New York Office
Purchasing Department

RECEIVED

November 7, 1979

NOV 9 1979

W. R. KELLY ✓

M. A. SHARP

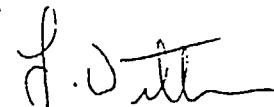
Mr. W. R. Kelly
El Paso Plant

Re: Order 19H-2310, Reqn. EP-71
Conversion of Bath House to Lunchroom

We are returning herewith all copies of contract executed with Fouts, Langford, Gomez, Moore Inc. to cover the Conversion of Bath House to Lunchroom in accordance with specifications referred to therein. Please have the contractor counter-initial the deletion of reference to Appendix "A" on page 2 and the deletion of Appendix "A", returning the original and one copy, as marked, to this office for our reference purposes.

You will note New York Purchasing Department Order 19H-2310 has been assigned to this contract for reference purposes. As soon as the work is completed to the satisfaction of all concerned, the invoices should be paid locally without reference to this office. However, a copy should be sent to New York for recording.

Also, you are to note the expiration date of the insurance. Should the work continue beyond the date shown, be sure to obtain an extension to protect the company until the work is completed.


F. O. Wittwer

FOW:eth
Attach.
cc: R. O. Covington

ASARCO ELP 0007448

Continental Casualty Company



Offices/Chicago, Illinois

architects/engineers
professional liability policy

**memorandum of insurance —
architects and engineers
professional liability**

To: American Smelting and Refining Company
El Paso Smelting Works
El Paso, Texas 79902
Attn: Mr. Carl Glaser

The following policy has been issued by the Continental Casualty Company and is in force at the date indicated below:

This memorandum is issued as a matter of information only and confers no rights upon the holder. By its issuance the company does not alter, change, modify or extend the provisions of said policy and does not waive any of its rights thereunder.

*Please copy the
banded documents*

name of insured:
FOUTS LANGFORD GOMEZ MOORE, INC.

address of insured:
444 Executive Center
Suite 130
El Paso, Texas 79902

policy no.
AEP 821 68 88

2/20/80 to 2/20/81
policy period

Dated at:
Washington, D.C.

\$1,000,000.
limit of liability — per claim and aggregate
(claims expenses are included in the limit)
VICTOR O. SCHINNERER & COMPANY, INC.

Date:
March 27, 1980

By: *Eugene Todaro*
authorized representative

cc

01-40115-B

ASARCO ELP 0007449

MATERIAL REQUISITION

DATE 3-31-80

El Paso Plant

Req. # 644-115DEPT. CONSTRUCTION

Equipment # _____

Time of Issue - Day ☐ Night ☐

Expense # _____

Description of Work GENERAL LUXURY ROOM ENGINEERING

Quant. Requested	DESCRIPTION	Unit of Issue	Quant. Issued	Class	Item #	Value
	ELGM INVOICE #1					10250 ⁰⁰

Requisitioner EP71 19H-2310Issued By Glavin

MATERIAL REQUISITION

DATE 3-31-80

El Paso Plant

Req. # 644-115DEPT. CONSTRUCTION

Equipment # _____

Time of Issue - Day ☐ Night ☐

Expense # _____

Description of Work GENERAL LUXURY ROOM ENGINEERING

Quant. Requested	DESCRIPTION	Unit of Issue	Quant. Issued	Class	Item #	Value
	ELGM INVOICE #1					10250 ⁰⁰

Requisitioner EP71 19H-2310Issued By Glavin

INVOICE FOR ARCHITECTURAL SERVICES

PROJECT Conversion of Bath House
(Name, address) to Lunch Room

DATE: 6 February 1980

INVOICE NO: One

TO: ASARCO Incorporated
PO Box 1111
El Paso, Texas 79999

ARCHITECT'S 79-09-15
PROJECT NO:

Attn: Mr. Carl Glaser

In accordance with the Owner-Architect Agreement dated September 14, 1979
there is due at this time for architectural services and reimbursable items on the above Project, for the period ending
31 January 1980 the sum of Ten Thousand Two Hundred Fifty
and 00/100----- Dollars (\$10,250.00)

The above amount shall become due and payable ten days from the date hereof.

INTEREST ON OVERDUE ACCOUNTS SHALL ACCRUE AT one PERCENT (1 %) PER MO.

The present status of the account is as follows:

Architectural/engineering services: Design
and working drawings for conversion of existing
Bath House to a Lunchroom

Per Agreement \$10,250.00

EL PASO SMELTING WORKS
ENGINEERING DEPT.

MAR 31 1980

Glaser

644-115

ARCHITECT: Fouts Langford Gomez Moore, Inc.
BY: Jose Melendez, AIA
ADDRESS: 444 Executive Center, Suite 130
El Paso, Texas 79902

Jose Melendez

MATERIAL REQUISITION

644-14

DATE 1-30-80

El Paso Plant

Req. # _____

DEPT. CONST.

Equipment # _____

Time of Issue - Day ☐ Night ☐

Expense # _____

Description of Work LOCKERS

Quant. Requested	DESCRIPTION	Unit of Issue	Quant. Issued	Class	Item #	Value
	<u>Rust Equip INVOICE</u>					<u>778.83</u>
	<u>1455-A</u>					

Requisitioner 4911-1967

Issued By Glava



Albuquerque, N.M. 87125
P.O. Box 25007
Phone 345-8411

Hobbs, N.M. 88240
P.O. Box 856
Phone 393-2148

Farmington, N.M. 87401
P.O. Box 2020
Phone 327-5331

El Paso, Texas 79914
P.O. Box 4827
Phone 821-7651

RE 1455-A

SOLD TO		SHIP TO	
02912 ASARCO, Inc. Purchasing Dept. P.O. Box 1111/ El Paso, TX 79999		Same	
ORDER DATE	CUSTOMER ORDER NUMBER	TERMS	MARK FOR
1-16-80	49H-1967	Net 30	
SCHEDULED SHIP DATE	SHIP VIA	FOB	INVOICE NO.
1-16-80			1-16-80
QUANTITY	DESCRIPTION	QUANT. B/O	QUANT. SHIPPED
	Freight Charges Pre Paid		
	Installation		
			UNIT PRICE
			EXTENSION
			2,898 50
			4,700 00
			7,598 50
			4% tax 303 94
			1% tax 75 99
			Total 7,978 43

*Please yellow
ticket & return.
Thanks, Marcia
Loren
Carl Glaser*

ORIGINAL INVOICE
Please Pay From This Copy

TITLE TO MERCHANDISE COVERED BY THIS INVOICE SHALL REMAIN IN SELLER UNTIL SELLING PRICE IS FULLY PAID
WE HEREBY CERTIFY THAT THE GOODS COVERED BY THIS INVOICE WERE PRODUCED IN COMPLIANCE WITH ALL APPLICABLE REQUIREMENTS OF THE FAIR
LABOR STANDARDS ACT, AS AMENDED, INCLUDING SECTIONS 6, 7, AND 12 THEREOF, AND OF THE REGULATIONS AND ORDERS OF THE UNITED STATES
DEPARTMENT OF LABOR ISSUED UNDER SECTION 14 THEREOF.

INVOICE COPY

EL PASO SMELTING WORKS
ENGINEERING DEPT.

JAN 28 1980

Glaser
644-14

EL PASO SMELTING WORKS
ENGINEERING DEPT.

JAN 28 1980

ASARCO ELP 0007453

FLGM FILE

MILL PRINTING CO - EL PASO K08533

MATERIAL REQUISITION

64470

DATE 1-3-80

El Paso Plant

Req. # _____

DEPT. CONST.

Equipment # _____

Time of Issue - Day ☐ Night ☐

Expense # _____

Description of Work LUNCH ROOM DESIGN

Quant. Requested	DESCRIPTION	Unit of Issue	Quant. Issued	Class	Item #	Value
	FLGM INVOICE #2					168137

Requisitioner 19H-1547

Issued By Glaze

MILL PRINTING CO - EL PASO K08533

MATERIAL REQUISITION

644-70

DATE 1-3-80

El Paso Plant

Req. # _____

DEPT. CONSD

Equipment # _____

Time of Issue - Day ☐ Night ☐

Expense # _____

Description of Work LUNCH ROOM DESIGN

Quant. Requested	DESCRIPTION	Unit of Issue	Quant. Issued	Class	Item #	Value
	FLGM INVOICE #2					168137

Requisitioner 19H-1547

Issued By Glaze

MATERIAL REQUISITION

644-30

DATE 1-3-80

El Paso Plant

Req. # _____

DEPT. CONSTRUCTION

Equipment # _____

Time of Issue - Day ☐ Night ☐

Expense # _____

Description of Work BATH HOUSE DESIGN

Quant. Requested	DESCRIPTION	Unit of Issue	Quant. Issued	Class	Item #	Value
	FLGM INVOICE #2					650 ⁰⁰

Requisitioner 19H-1547Issued By Glase

MATERIAL REQUISITION

644-30

DATE 1-3-80

El Paso Plant

Req. # _____

DEPT. CONSTRUCTION

Equipment # _____

Time of Issue - Day ☐ Night ☐

Expense # _____

Description of Work BATH HOUSE DESIGN

Quant. Requested	DESCRIPTION	Unit of Issue	Quant. Issued	Class	Item #	Value
	FLGM INVOICE #2					650 ⁰⁰

Requisitioner 19H-1547Issued By Glase

INVOICE FOR
ARCHITECTURAL SERVICE

AIA DOCUMENT G802

PROJECT Design of Compliance Facilities DATE 2 January 1980
(Name, address) for ASARCO, Incorporated
El Paso, Texas

INVOICE NO: Two

TO:

ARCHITECT'S PROJECT NO: 79-05-06

American Smelting and Refining Co.
PO Box 1111
El Paso, Texas 79999

Attn: Mr. Carl Glaser

engineering services

There is due at this time for architectural services and technical services on the above Project, the sum of:

Eight Hundred Eighteen and 37/100-----Dollars \$ 818.37

The present status of the account is as follows:

Re: Contract dated May 16, 1979

Basic contract	\$15,050.00
Change Order No. 19 H - 1547	818.37
Total contract amount	\$15,868.37
Paid to date: EP 644-30	(10,000.00)
EP 644-70	(5,050.00)
Net amount due	\$ 818.37

EL PASO SMELTING WORKS
ENGINEERING DEPT.

JAN 03 1980

Glaser

644-30 - 650 ⁵/₁₀₀
644-70 - 168 ³⁷/₁₀₀

ARCHITECT: Fouts Langford Gomez Moore, Inc. 444 Executive Center, Suite 130
El Paso, Texas 79902

BY:

ADDRESS:

John G. Morrison

/John G. Morrison

ASARCO

New York Office
Purchasing Department

December 6, 1979

RECEIVED

Mr. W. R. Kelly
El Paso Plant

DEC 10 1979

W. R. KELLY ✓

A. A. SHARP

Re: Order 19H-2310
Regn. EP-71

We have not as yet received the original and one copy of contracts for Conversion of Bath House to Lunchroom sent back to you on November 7 for counter-initialing of certain statements by the contractor.

Your prompt response in returning same will be greatly appreciated.

*Returned
12-14-79*

F. O. Wittwer
F. O. Wittwer

FOW:eth

cc: R. O. Covington

ASARCO ELP 0007457



ARCHITECTS • ENGINEERS

LETTER OF TRANSMITTAL

DATE 27 November 1979

RE: Conversion of Bath House
to Lunchroom at ASARCO

ASARCO, Incorporated

El Paso, Texas

Order No. 19H-2310

Attn: Mr. Carl Glazer

WE ARE SENDING YOU

☒ ATTACHED

☐ UNDER SEPARATE COVER VIA: _____ THE FOLLOWING ITEMS:

☐

COPIES
2

DATE
9-14-79

NO.

DESCRIPTION
Owner/Architect Contract

THESE ARE TRANSMITTED AS CHECKED

☐ FOR APPROVAL

☐ FOR YOUR INFO

☒ AS REQUESTED

☒ FOR YOUR USE

☐ FOR REVIEW AND COMMENT

☐ APPROVED AS NOTED

☐ APPROVED AS SUBMITTED

☐ MAKE CORRECTION NOTED

REMARKS Signed and initialed by Architect

COPIES TO: _____

SIGNED

John G. Morrison (n)
John G. Morrison, PE, AIA(n)

FOUTS LANGFORD GOMEZ MOORE, INC.

444 EXECUTIVE CENTER, SUITE 130

EL PASO, TX 79902

[915] 544-4740

ASARCO ELP 0007458

CP
ASARCO

New York Office
Purchasing Department

RECEIVED

November 7, 1979

NOV 9 1979

W. R. KELLY ✓

Mr. W. R. Kelly
El Paso Plant

M. A. SHARP

Re: Order 19H-2310, Reqn. EP-71
Conversion of Bath House to Lunchroom

We are returning herewith all copies of contract executed with Fouts, Langford, Gomez, Moore Inc. to cover the Conversion of Bath House to Lunchroom in accordance with specifications referred to therein. Please have the contractor counter-initial the deletion of reference to Appendix "A" on page 2 and the deletion of Appendix "A", returning the original and one copy, as marked, to this office for our reference purposes.

You will note New York Purchasing Department Order 19H-2310 has been assigned to this contract for reference purposes. As soon as the work is completed to the satisfaction of all concerned, the invoices should be paid locally without reference to this office. However, a copy should be sent to New York for recording.

Also, you are to note the expiration date of the insurance. Should the work continue beyond the date shown, be sure to obtain an extension to protect the company until the work is completed.


F. O. Wittwer

FOW:eth
Attach.
cc: R. O. Covington

ASARCO ELP 0007459

October 5, 1979

Mr. W. A. Bennis
N. Y. Office

RE: EP644 NY4686- COMPLIANCE FACILITIES
CONVERSION OF BATHHOUSE TO LUNCHROOM

ATTN: F. O. Wittwer

Enclosed are five contract copies covering design work for the above facility. FLGM Inc. has satisfactorily completed design work of the lunchroom and change house facilities and is well informed of our requirements. For these reasons, we feel they are best suited for this additional work.

Carl Glaser

CG:il
cc W. R. Kelly
R. O. Covington

ASARCO ELP 0007460



September 20, 1979

Mr. Carl Glazer
El Paso Smelting Works
ASARCO, Inc.
El Paso, Texas

Re: Conversion of Existing Bathhouse
to a Lunchroom for ASARCO, Inc.

Dear Mr. Glazer:

Enclosed are five signed copies of the contract for the above referenced project, along with five copies of the insurance certificate. This is the certificate which was used for the previous project and should still apply for this project. If you require the certificate to specifically list the name of the referenced project, we will provide the proper certificate.

We would also like to notify you that Robert Borunda, our electrical engineer, will be unable to schedule work on this project. We will use Robinet and Avery to provide the electrical design. We have done this in order to complete the necessary work as soon as possible. There will be no change on our fee for the work.

If you have any questions on this, please contact us.

Sincerely,

Enclosures

CHANGE ORDER

PAGE 1 OF 1

ASARCO Incorporated

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

DATE	9/17/79
ORDER NO.	19H-1547

PLANT JOB/APPROPRIATION NO. EP-644/NY-4686

REQUISITION NO. EP-39

TO: Fouts, Langford, Gomez & Moore, Inc. 444 Executive Center Blvd. El Paso, Texas 79902 Attn: Mr. J. Morrison, P.E.
--

FINAL DESTINATION-PLEASE NOTE CONSIGNMENT AS INDICATED ON ORIGINAL ORDER El Paso, Texas (30210)
--

DATE REQUIRED AT DESTINATION As Arranged

SHIPPING INTERVAL PROMISED	SELLER WILL SHIP BEFORE
----------------------------	-------------------------

QUANTITY	UNIT	SPECIFICATIONS	ITEM NO.	UNIT PRICE
(CO-79-778)		THE PURPOSE OF THIS CHANGE ORDER NO. <u>1</u> IS: To add the following to the scope of the work to be performed against our contract for design of Compliance Facilities at our El Paso, Texas Plant, as identified by our above numbered order. 1. Design Bath House Drainage System. 2. Specify Roofing Systems. 3. Design Bath House & Lunchroom & Boiler Rooms. 4. Redesign Vestibule Locations. Above refers to your Mr. J. Morrison's letter dated Aug. 30, 1979 to our Mr. Carl Glaser. NOTE TO PLANT: C. Glaser - Above per your requisition addition dated Sept. 6, 1979.		LOT \$ 818.37

 **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

☒ \$818.00

TVO ☐ URGENT ☐ CC 603 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

Return to Purchasing Department

Order No. _____

CONVERSION OF BATH HOUSE TO LUNCHROOM

ASARCO Incorporated's

El Paso

(Insert town and state)

(Insert address of plant or unit)

W I T N E S S E T H:

Article 1. Scope of Work

as outlined in the specifications listed below. Any attachments referred to are incorporated herein by reference and made a part hereof.

ASARCO ELP 0007463

Article 2. Time of Completion

The services outlined above shall be commenced on or about September 15, 1979 and shall be completed on or about October 19, 1979.

Article 3. The Contract Price

In consideration of the performance of the Contract, the Owner agrees to reimburse the Engineer as follows:

Engineer's fee in the amount of \$ 10,250.00 for performance of work plus the reimbursable costs specified as follows:

~~XXXXXXXXXXXXXXXXXXXX~~ *jm*

Article 4. Progress Payments (If Specified under Article 3)

The Owner shall make payments on account of this Contract as follows:

(a) As early as possible after the first day of each calendar month commencing with _____ 19____ the Engineer shall present to the Owner a statement, on forms provided or approved by the Owner, of all reimbursable costs incurred during the preceding month. This statement shall be accompanied by copies of supporting invoices and such copies of payrolls, or totalization and distribution of same, as may be required, lists of plant and equipment used with rates for same, together with any other information as the Owner may require to allow it to verify the accuracy of the statement. As soon as practicable after receipt of such statement and upon verification thereof the Owner shall pay _____ % of such amount to the Engineer.

Article 5. Acceptance and Final Payment

(a) Upon receipt of written notice in the form of a final certificate from the Engineer that the work is ready for final inspection and acceptance the Owner shall promptly make such inspection, and if and when it finds the work acceptable under the Contract and that the work provided for in this Contract has been completed, the entire balance due the Engineer, including the amount of his fee, shall be paid by the Owner to the Engineer within 30 days after the date of acceptance of the work by the Owner.

(b) Before issuance of the final certificate, the Engineer shall submit evidence satisfactory to the Owner that all payrolls, material bills, and other indebtedness connected with the work have been paid, and that the work is free of all liens and encumbrances. In case of disputed indebtedness or liens the Engineer may submit, in lieu of evidence of payment, a surety bond in form satisfactory to the Owner, guaranteeing payment of all such disputed amounts.

Article 6. Insurance

The Engineer shall maintain such insurance as will indemnify it against claims made 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 Engineer or any of its subcontractors or anyone directly or indirectly employed by either of them.

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

It is understood Engineer will maintain insurance coverage in such amounts and for such periods as are sufficient to protect Owner from any liability as a result of the professional errors and/or omissions of the insured (Engineers/Architects) or any person employed by the insured, and will furnish evidence of the same to Owner.

Article 7. Title to the Work

All drawings, specifications survey reports, models and other items included in the scope of the work completed or in the course of completion and furnished by the Engineer shall be and become the property of the Owner at the

completion of this agreement or upon its cancellation, and the said items may be used by the Owner entirely at its own discretion as it may deem advisable at any time. Drawings, specifications survey reports and other data shall at all times be treated as confidential by the Engineer. This clause shall survive the termination for any reason of this agreement.

The Engineer agrees that the Owner shall have full and exclusive mechanical, process and design patent, copyright, and/or Trademark rights in this country and abroad on all of the Engineer's work for the Owner insofar as they pertain to the services or work being performed hereunder, without extra cost to the Owner. The Engineer agrees at the Owner's request to cause the person or persons making any invention or inventions in connection with the conception or development of the Owner's processes, products or plants hereunder, to sign all papers necessary for Letters Patent on said invention or inventions which Owner shall have prepared, provided said person or persons shall be in the employ of the Engineer upon presentation of said papers for signature, and to execute any and all assignments necessary to vest all right, title and interest in and to said inventions, applications and patents in the Owner. It is understood that no costs or expenses of any kind in connection with obtaining the aforesaid patents, application and assignments shall be imposed on or borne by the Engineer or by any person associated with the Engineer.

(SEE APPENDIX "B")

Article 8. Status of Engineer and its Personnel

It is understood and agreed that the status of the Engineer hereunder is that of an independent contractor, that the personnel of the Engineer performing services or work hereunder shall under no circumstances be deemed to be employees of the Owner, and that any workmen's Compensation Insurance coverage for such personnel will be the sole responsibility of the Engineer. Notwithstanding the aforesaid understanding, the general instructions of the Owner in connection with accomplishing the work to be done hereunder shall be followed by the personnel of the Engineer.

During tenure of contract, Owner shall have prerogative to request changes in personnel of Engineer's employees assigned to this work when in the opinion of the Owner their work is not conducive to required scope of work.

Article 9. Compliance with Laws and Ordinances

If for any reason the Engineer's or any of its Subcontractor's employees or agents acquire a status imposing liability on the Owner for employer's contributions or taxes under the Federal Insurance Contribution Act, the Federal Unemployment Tax Act, any State Unemployment Tax Act, or any other Act, Statue or Regulation thereunder, the Engineer shall be exclusively liable for, and shall indemnify the Owner against, the same and it 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 10. Owner's Right to Terminate Contract

If the Engineer should commit an act of bankruptcy, or make an assignment for the benefit of creditors, or if a receiver of the Engineer's property should be appointed, or if the Engineer should file a voluntary petition in bankruptcy, or if a trustee of the Engineer's property should be appointed under the reorganization or readjustment provisions of the Bankruptcy Act, or if the Engineer at any time should refuse or neglect to supply sufficient properly skilled

personnel, or if he should fail to make prompt payments to subcontractors, or disregard applicable laws or ordinances or the instructions of the Owner, or should he otherwise violate any provision of the contract and fail to correct such violation promptly after service of written notice thereof by the Owner, then the Owner may, without prejudice to any of its other rights or remedy in the premises, terminate the employment of the Engineer, take possession of drawings, specifications, surveys, models, etc. and finish the work by whatever method the Owner may deem expedient.

(SEE APPENDIX "B")

Article 11. Arbitration

In case of any dispute or difference which may arise as to whether the work done hereunder shall fail to comply with the plans and specifications or with any of the provisions of this contract, such dispute or difference and the question of full performance of the Engineer of the obligations herein imposed shall be submitted to a board or arbitration to be selected in the following manner:

Unless otherwise provided by law, the parties may agree upon one arbitrator; otherwise, there shall be three, one named in writing by each party, and the third chosen by these arbitrators. Provided, however, that if either of the parties hereto shall fail to name an arbitrator within ten (10) days after being requested in writing to do so by the other, the arbitrator so named by the latter shall be and act as the sole arbitrator; and provided further, that in the event each of the parties names an arbitrator but the arbitrator so selected shall fail to select a third within ten (10) days, then he shall be designated by the presiding officer of the Bar Association nearest the location of the work. If there be more than one Bar Association in such locality, it shall be the senior association or the one longest established. The decision of the arbitrator or arbitrators shall be in writing and shall be final.

(SEE APPENDIX "B")

Article 12. Subcontracts

The Engineer will not employ any Subcontractor without the prior written approval of the Owner and the Engineer will require each such 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. Nothing herein shall be deemed to create a contractual relationship between any such Subcontractor and the Owner.

Article 13. Assignment

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

Article 14. 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 15. 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 except by an agreement in writing duly executed by the parties or their duly authorized agents.

Article 16. Additional Provisions

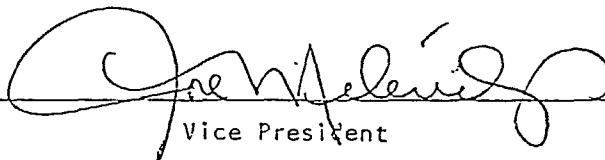
(Add such additional provisions, if any, as the particular job required.)

(SEE APPENDIX "B")

FOUTS, LANGFORD, GOMEZ, MOORE, INC.

Engineer

By

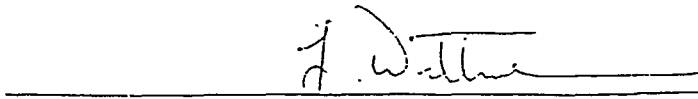

Vice President

Title

ASARCO INCORPORATED

Owner

By



Purchasing Agent

Title

Appendix "A" To Contract Form PD-58

"Reimbursable costs" shall be the sum of the costs to the Engineer of the following items:

- A. 1. Direct cost of current actual salaries for all Engineer's employees who actually contribute time to the project in proportion to the time they devote to it. These salaries are to be in accordance with the hourly wage rates shown on Exhibit "B" attached.
2. In addition to the direct salaries, Engineer will be paid _____ percent (____%) of such salaries to cover all fringe benefits which include payroll taxes and insurance, vacation, sick leave and holiday allowances.

The total for Item A will be the direct salaries, plus _____ percent (____%) for fringe benefits.

- B. Overhead as _____ percent (____%) of the total of Item A above.

- C. Actual cost of all out-of-pocket expenses incurred by Engineer in the performance of this work which will include:

Actual traveling and living expenses for all personnel when required to leave the District Office on duties directly applicable to the job.

Telephone, telegraph, office equipment and supplies blueprints, postage and other minor expenses directly applicable to the Job.

Required inspection and testing.

No salaries of the Engineer's executive officers, including and above General Manager, and no part of the expenses of conducting the Contractor's Main Office or regularly established Branch Offices, and no overhead expenses of any kind, except as above provided, shall be included in the cost of the Job unless otherwise expressly provided herein.

- D. It is agreed that the Engineer's "Reimbursable Cost" shall be increased or decreased, as the case may be, by an amount equal to the total effect of the following:

1. Routine changes in salary and wage rates and any statutory changes in payroll taxes.
2. Extra cost of any premium time, or overtime in excess of the regular work week, plus _____% for fringes affected by the extra cost on such premium time or overtime. All overtime must be first approved by the Owner.



August 30, 1979

Mr. Carl Glazer, Engineer
El Paso Smelting Works
ASARCO, Inc.
El Paso, Texas

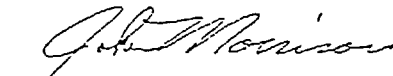
Dear Carl:

This letter is to provide you with a proposal for the HVAC, plumbing, electrical and architectural design working drawings necessary to remodel the existing bath-house into a lunchroom facility. The work to be done is defined in the enclosed scope of the work. We are also enclosing an hourly rate schedule which can be used to evaluate any cost on work necessary outside the scope of the work.

Our proposal is to provide the working drawings necessary to accomplish the building use change by October 5, 1979. Our fee for this work will be \$10,250.00.

Thanks for your consideration on this project. If this proposal is acceptable to you, please sign below and return a copy to us.

Sincerely yours,


John Morrison, PE

Accepted

Signed

Date



9-13-79

APPENDIX "B"

Article 16, Engineer's Right to Terminate Work. If the Owner fails to meet the conditions of the contract, the Engineer shall have the right to terminate the contract and be compensated for that portion of the work completed upon termination.

Article 7. Add paragraph: "Engineer shall have a note on the drawings advising that this work is designed only for the El Paso Smelting Works of the American Smelting and Refining Company."

Article 10. Add paragraph: "If the Owner terminates the contract, he shall compensate the Engineer for that portion of the work completed at the time of termination."

Article 11. In Paragraph 1, second line, change "plans and specifications" to "scope of the work".

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 _____
Fouts, Langford, Gomez, Moore, Inc.

THESE POLICIES ARE NOW IN FORCE, COVERING WORK BY THE ASSURED FOR AMERICAN SMELTING AND REFINING
COMPANY ON CONTRACT Design of Compliance Facilities
AT El Paso, Texas

IF 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. 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	TMP306 4568	12-13-80	EACH OCCURRENCE \$ 500,000.	\$300,000
PROPERTY-DAMAGE	TMP306 4568	12-13-80	EACH OCCURRENCE \$ 100,000.	\$ 25,000
CONTRACTOR'S PROTECTIVE LIABILITY				
BODILY-INJURY	TMP306 4568	12-13-80	EACH OCCURRENCE \$ 500,000.	\$300,000
PROPERTY-DAMAGE	TMP306 4568	12-13-80	EACH OCCURRENCE \$ 100,000.	\$ 25,000
AUTOMOBILE				
BODILY-INJURY	CCP390 9671	03-01-80	EACH PERSON \$ 250,000. EACH OCCURRENCE \$ 500,000.	\$100,000 \$300,000
PROPERTY-DAMAGE	CCP390 9671	03-01-80	EACH OCCURRENCE \$ 100,000.	\$ 25,000
WORKMEN'S COMPENSATION AND EMPLOYER'S LIABILITY	WC338 9050 WC338 9050	03-01-80 03-01-80	Texas - Statutory EACH OCCURRENCE \$ 100,000.	COMPLY WITH APPLICABLE STATE LAW \$ 25,000

DATE June 7, 1979

Transcontinental Insurance Company
INSURANCE COMPANY

El Paso, Texas

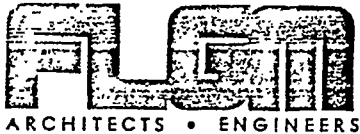
ALEXANDER & ALEXANDER OF TEXAS, INC.

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.



CALL WITHIN -

Morrison - Budget Figure

August 30, 1979

Mr. Carl Glazer, Engineer
El Paso Smelting Works
ASARCO, Inc.
El Paso, Texas

Dear Carl:

This letter is to provide you with a proposal for the HVAC, plumbing, electrical and architectural design working drawings necessary to remodel the existing bathhouse into a lunchroom facility. The work to be done is defined in the enclosed scope of the work. We are also enclosing an hourly rate schedule which can be used to evaluate any cost on work necessary outside the scope of the work.

Our proposal is to provide the working drawings necessary to accomplish the building use change by October 5, 1979. Our fee for this work will be \$10,250.00.

Thanks for your consideration on this project. If this proposal is acceptable to you, please sign below and return a copy to us.

Sincerely yours,

John Morrison, PE

Accepted

Signed

Date

9-13-79

FEE SCHEDULE FOR ARCHITECTURAL AND ENGINEERING SERVICES

Following are the hourly charges for this firm:

Principal Architects	\$50.00/hr.
Principal Engineers	\$45.00/hr.
Interiors Architect	\$35.00/hr.
Staff Architects	\$30.00/hr.
Sr. Draftsmen/Designers	\$25.00/hr.
Draftsmen II/Designers	\$22.00/hr.
Draftsmen I	\$18.00/hr.
Bookkeeper	\$25.00/hr.
Administrative Secretary	\$18.00/hr.
Typist	\$15.00/hr.

Consultants' fees shall be charged
at 1-1/2 times their charges to our
firm

Effective 1 July 1979

MECHANICAL ENGINEERS

\$30.00/HR

Scope of FLGM, Inc.'s work for changing the existing bathhouse into a lunchroom.

Architectural Work

Provide plans, details and specifications to locate and construct new doors or windows, fill in some existing windows, provide new type windows, provide new floor and wall finishes, provide new toilet partitions, move gang sinks, remove existing lockers, fill in slab where lockers are removed, remove existing showers, redo existing ceiling and do studies and make recommendations pertinent to provide an adequate lunchroom in accordance with governing codes, ordinance, and laws.

Electrical Work

Redo lighting to provide fluorescent lighting, chase conduit into walls, provide adequate number of outlets and electrical service, provide electrical service to new HVAC equipment with controls as required.

Mechanical Work

As indicated on the enclosed letter from Robinet and Avery.

It is our understanding that field observation will be done on an on call basis and be charged at hourly rates.



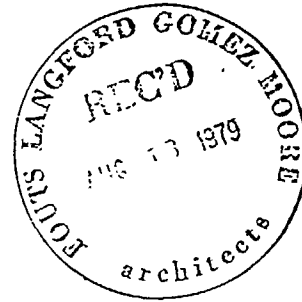
robinet & avery
consulting engineers incorporated

4171 NORTH MESA STREET, C-107
(915) 532-4224

EL PASO, TEXAS
79902

August 17, 1979

Fouts Langford Gomez Moore, Inc.
444 Executive Center Blvd.
El Paso, Texas 79902



Attn: Mr. Joe Melendez

Dear Joe;

In confirmation of our phone conversation of August 15, 1979, we can complete the HVAC design and plumbing for the remodeling of the existing bathhouse into a lunchroom at ASARCO for \$3,500.00.

Our design effort will include:

1. A water wash air system to pressurize the building, including a filtering system in accordance with their criteria.
2. Plumbing sufficient to remove existing shower columns, relocate existing washfountains, and add one small wash basin in each side of lunchroom for utensil clean up.
3. Revamp heating system.
4. Outline specification to be included on the drawings.
5. Equipment submittal review.
6. One inspection trip at start-up.

Thank you for the opportunity to be of service to you.

Sincerely,

William J. Robinet
William J. Robinet, P.E. *sae*

WJR/sae



August 30, 1979

Mr. Carl Glazer
El Paso Smelting Works
ASARCO, Inc.
El Paso, Texas

Re: ASARCO Bathhouse and Lunchroom

Dear Carl:

As we had previously discussed, there was a certain amount of extra work done by FLGM in preparing the documents to construct the new lunchroom and bathhouse facilities at ASARCO and also in agreement with our contract, we would be paid at an hourly rate for this additional work. The additional work that we did on the project, which was not defined in the contract but was needed and you advised us to go ahead on, is:

- 1) To study the roof of the bathhouse and work out a drainage system as Featherlite had not done so on their drawings.
- 2) To specify a roof membrane and insulation system and to work out details to provide for drainage from this system, to waterproof the building in compliance with the above plan on the bathhouse and also on the lunch room.
- 3) Design a boiler room for the lunchroom and the bathhouse and come up with details for their construction.
- 4) Study and come up with vestibule location and layouts for the bathhouse as this was varied during the course of our making up working drawings for the project.

As I previously discussed with you, I felt that we could pick up a certain amount of this as you felt that we were going to do it even though it was not stated directly in the contract. What I feel is probably fair is for us to split the cost on this extra work, 50 percent for you and 50 percent for us. The extra hours included to provide this work were:

John Morrison, Engineer	19-1/4 @ \$35 per hour	\$673.75
Johnny Roberson, Draftsman	53-1/2 @ \$18 per hour	\$963.00
TOTAL		\$1,636.75

Consider this to be a billing for \$818.37.

644-30 - 650⁰⁰
644-70 - 168³⁷

Mr. Carl Glazer
Re: ASARCO Bathhouse and Lunchroom
August 30, 1979
Page Two

If you have any questions on this, please contact us. We will be happy to work with you on them.

Thanks again, we are looking forward to working with you on changing the old bathhouse into a lunchroom.

Sincerely yours,

John Morrison, PE

INVOICE FOR
ARCHITECTURAL SERVICE

AIA DOCUMENT G802

PROJECT Design of Compliance Facilities DATE 29 August 1979
(Name, address) for ASARCO, Incorporated
El Paso, Texas INVOICE NO: One

TO: [American Smelting and Refining Co.] ARCHITECT'S PROJECT NO: 79-05-06
PO Box 1111
El Paso, Texas 79999
[Attn: Mr. Carl Glaser]

engineering

There is due at this time for architectural services and materials furnished on the above Project, the sum of:

Fifteen Thousand Fifty and 00/100----- Dollars \$15,050.00

The present status of the account is as follows:

In accordance with Contract dated May 16, 1979

Completion of plans and specifications for HVAC,
plumbing and architectural work for compliance
facilities

\$15,050.00

EL PASO SMELTING WORKS
ENGINEERING DEPT.

AUG 31 1979

Glaser
EP 644-30 10000
EP 644-70 5050

ARCHITECT: Fouts Langford Gomez Moore, Inc. 444 Executive Center, Suite 130
El Paso, Texas 79902

BY:

ADDRESS:

John G. Morrison

John G. Morrison, PE

AIA DOCUMENT G802 • INVOICE FOR ARCHITECTURAL SERVICE • APRIL 1970 EDITION • AIA 2 • © 1970
THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, D.C. 20006

ONE PAGE

MATERIAL REQUISITION

DATE 8-31-79

El Paso Plant

Req. # _____

DEPT. CONSTRUCTION

Equipment # _____

Time of Issue - Day ☐ Night ☐

Expense # _____

Description of Work: *ARCHITECTURE & CONSTRUCTION ENGINEERING*

Quant. Requested	DESCRIPTION	Unit of Issue	Quant. Issued	Class	Item #	Vol.
	FLG 44 INVOICE #1		EP 644-30			100
	DATE 8-29-79		EP 644-70			50
			TOTAL			150

Requisitioner: EP 644

Issued By: *Glaser*

ASARCO ELP 0007479

July 17, 1979

Mr. W. R. Kelly
El Paso Plant

Re: Order 19E-1547, Regn. EE-39
Design of Compliance Facilities

We are returning herewith all copies of contract signed and executed with Fouts, Langford, Gomez, Moore, Inc. to cover the Design of Compliance Facilities in accordance with specifications referred to therein. Please have the contractor counter-initial where we have made reference to Appendix "B", i.e., pages 1, 4, 5 and 6, returning the original contract and one copy, as marked, to this office for our record purposes.

You will note New York Purchasing Department Order 19E-1547 has been assigned to this contract for reference purposes. As soon as the work is completed to the satisfaction of all concerned, the invoices should be paid locally without reference to this office. However, a copy should be sent to New York for recording.

Also, you are to note the expiration date of the insurance. Should the work continue beyond the date shown, be sure to obtain an extension to protect the company until the work is completed.

F. O. Wittwer

FOU:eth
Attach.

cc: R. O. Covington

INITIALS COPIES RETURNED
7-24-79.
CG

TO:	APPROVED BY
Purchasing	
Credit	
Legal	
Insurance	
Operating Vice President	

Engineering, Architectural
And/Or Consulting Services
Contract Form ID-58

Order No. _____

Return to Purchasing Department

CONTRACT FOR

DESIGN OF COMPLIANCE FACILITIES

(Insert name of job)

ASARCO Incorporated's
~~AMERICAN SMELTING AND REFINING COMPANY~~ El Paso

Plant at El Paso, Texas
(Insert town and state)

THIS AGREEMENT, made the 16th day of May, 1979,

by and between Fouts, Langford, Gomez, Moore, Inc. whose address is
444 Executive Center Blvd.

Suite 130, El Paso, Texas 79902 (hereinafter called the

ASARCO Incorporated
"ENGINEER") and ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~ a corporation of the
State of New Jersey, whose address is 120 Broadway, New York, N.Y. 10005 and
P. O. Box 1111, El Paso, Texas 79999

(Insert address of plant or unit)

(hereinafter called the "Owner").

W I T N E S S E T H:

The Engineer and the Owner agree as follows:

Article 1. Scope of Work

The Engineer shall furnish and perform the various services required for
Preparing plans and specifications for EVAC, plumbing and architectural
work for compliance facilities

as outlined in the specifications listed below. Any attachments referred to
are incorporated herein by reference and made a part hereof.

Fouts, Langford, Gomez, Moore, Inc. proposal dated May 10, 1979
Appendix "B"

[Handwritten signature]

Article 2. Time of Completion

The services outlined above shall be commenced on or about May 16, 1979
and shall be completed on or about June 30, 1979.

Article 3. The Contract Price

In consideration of the performance of the Contract, the Owner agrees to
reimburse the Engineer as follows:

Engineer's fee in the amount of \$ 15,050.00 for performance of
work plus the reimbursable costs specified as follows:

~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~

~~XXXXXX~~

Article 4. Progress Payments (If Specified under Article 3)

~~The Owner shall make payments on account of this Contract as follows:~~

~~(a) As early as possible after the first day of each calendar month commencing with _____ 19__ the Engineer shall present to the Owner a statement, on forms provided or approved by the Owner, of all reimbursable costs incurred during the preceding month. This statement shall be accompanied by copies of supporting invoices and such copies of payrolls, or totalization and distribution of same, as may be required, lists of plant and equipment used with rates for same, together with any other information as the Owner may require to allow it to verify the accuracy of the statement. As soon as practicable after receipt of such statement and upon verification thereof the Owner shall pay _____ % of such amount to the Engineer.~~

Article 5. Acceptance and Final Payment

(a) Upon receipt of written notice in the form of a final certificate from the Engineer that the work is ready for final inspection and acceptance the Owner shall promptly make such inspection, and if and when it finds the work acceptable under the Contract and that the work provided for in this Contract has been completed, the entire balance due the Engineer, including the amount of his fee, shall be paid by the Owner to the Engineer within 30 days after the date of acceptance of the work by the Owner.

(b) Before issuance of the final certificate, the Engineer shall submit evidence satisfactory to the Owner that all payrolls, material bills, and other indebtedness connected with the work have been paid, and that the work is free of all liens and encumbrances. In case of disputed indebtedness or liens the Engineer may submit, in lieu of evidence of payment, a surety bond in form satisfactory to the Owner, guaranteeing payment of all such disputed amounts.

Article 6. Insurance

The Engineer shall maintain such insurance as will indemnify it against claims made 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 Engineer or any of its subcontractors or anyone directly or indirectly employed by either of them.

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

It is understood Engineer will maintain insurance coverage in such amounts and for such periods as are sufficient to protect Owner from any liability as a result of the professional errors and/or omissions of the insured (Engineers/Architects) or any person employed by the insured, and will furnish evidence of the same to Owner.

Article 7. Title to the Work

All drawings, specifications survey reports, models and other items included in the scope of the work completed or in the course of completion and furnished by the Engineer shall be and become the property of the Owner at the

completion of this agreement or upon its cancellation, and the said items may be used by the Owner entirely at its own discretion as it may deem advisable at any time. Drawings, specifications survey reports and other data shall at all times be treated as confidential by the Engineer. This clause shall survive the termination for any reason of this agreement.

The Engineer agrees that the Owner shall have full and exclusive mechanical, process and design patent, copyright, and/or Trademark rights in this country and abroad on all of the Engineer's work for the Owner insofar as they pertain to the services or work being performed hereunder, without extra cost to the Owner. The Engineer agrees at the Owner's request to cause the person or persons making any invention or inventions in connection with the conception or development of the Owner's processes, products or plants hereunder, to sign all papers necessary for Letters Patent on said invention or inventions which Owner shall have prepared, provided said person or persons shall be in the employ of the Engineer upon presentation of said papers for signature, and to execute any and all assignments necessary to vest all right, title and interest in and to said inventions, applications and patents in the Owner. It is understood that no costs or expenses of any kind in connection with obtaining the aforesaid patents, application and assignments shall be imposed on or borne by the Engineer or by any person associated with the Engineer.

(See Appendix "B")

Article 8. Status of Engineer and its Personnel

It is understood and agreed that the status of the Engineer hereunder is that of an independent contractor, that the personnel of the Engineer performing services or work hereunder shall under no circumstances be deemed to be employees of the Owner, and that any workmen's Compensation Insurance coverage for such personnel will be the sole responsibility of the Engineer. Notwithstanding the aforesaid understanding, the general instructions of the Owner in connection with accomplishing the work to be done hereunder shall be followed by the personnel of the Engineer.

During tenure of contract, Owner shall have prerogative to request changes in personnel of Engineer's employees assigned to this work when in the opinion of the Owner their work is not conducive to required scope of work.

Article 9. Compliance with Laws and Ordinances

If for any reason the Engineer's or any of its Subcontractor's employees or agents acquire a status imposing liability on the Owner for employer's contributions or taxes under the Federal Insurance Contribution Act, the Federal Unemployment Tax Act, any State Unemployment Tax Act, or any other Act, Statue or Regulation thereunder, the Engineer shall be exclusively liable for, and shall indemnify the Owner against, the same and it 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.

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(See Appendix "B")

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In case of any dispute or difference which may arise as to whether the work done hereunder shall fail to comply with the plans and specifications or with any of the provisions of this contract, such dispute or difference and the question of full performance of the Engineer of the obligations herein imposed shall be submitted to a board or arbitration to be selected in the following manner:

Unless otherwise provided by law, the parties may agree upon one arbitrator; otherwise, there shall be three, one named in writing by each party, and the third chosen by these arbitrators. Provided, however, that if either of the parties hereto shall fail to name an arbitrator within ten (10) days after being requested in writing to do so by the other, the arbitrator so named by the latter shall be and act as the sole arbitrator; and provided further, that in the event each of the parties names an arbitrator but the arbitrator so selected shall fail to select a third within ten (10) days, then he shall be designated by the presiding officer of the Bar Association nearest the location of the work. If there be more than one Bar Association in such locality, it shall be the senior association or the one longest established. The decision of the arbitrator or arbitrators shall be in writing and shall be final.

(See Appendix "B")

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

Article 14. 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.

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

Article 16. Additional Provisions

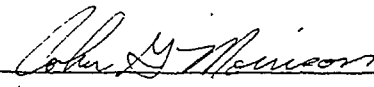
(Add such additional provisions, if any, as the particular job required.)

(See Appendix "B")



FOUTS, LANGFORD, GOMEZ, MOORE, INC.

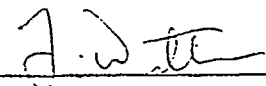
Engineer

By 

Title VICE PRESIDENT

ASARCO Incorporated

Owner

By 

Title Purchasing Agent

Appendix "A" To Contract Form PD-58

"Reimbursable costs" shall be the sum of the costs to the Engineer of the following items:

- A. 1. Direct cost of current actual salaries for all Engineer's employees who actually contribute time to the project in proportion to the time they devote to it. These salaries are to be in accordance with the hourly wage rates shown on Exhibit "B" attached.
2. In addition to the direct salaries, Engineer will be paid _____ percent (____%) of such salaries to cover all fringe benefits which include payroll taxes and insurance, vacation, sick leave and holiday allowances.

The total for Item A will be the direct salaries, plus _____ percent (____%) for fringe benefits.

- B. Overhead as _____ percent (____%) of the total of Item A above.
- C. Actual cost of all out-of-pocket expenses incurred by Engineer in the performance of this work which will include:

Actual traveling and living expenses for all personnel when required to leave the District Office on duties directly applicable to the job.

Telephone, telegraph, office equipment and supplies blueprints, postage and other minor expenses directly applicable to the job.

Required inspection and testing.

No salaries of the Engineer's executive officers, including and above General Manager, and no part of the expenses of conducting the Contractor's Main Office or regularly established Branch Offices, and no overhead expenses of any kind, except as above provided, shall be included in the cost of the job unless otherwise expressly provided herein.

- D. It is agreed that the Engineer's "Reimbursable Cost" shall be increased or decreased, as the case may be, by an amount equal to the total effect of the following:

1. Routine changes in salary and wage rates and any statutory changes in payroll taxes.
2. Extra cost of any premium time, or overtime in excess of the regular work week, plus _____% for fringes affected by the extra cost on such premium time or overtime. All overtime must be first approved by the Owner.

AMERICAN SMELTING AND REFINING COMPANY

FORM # INSURANCE-1 Revised 3

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 _____
Fouts, Langford, Gomez, Moore, Inc.THESE POLICIES ARE NOW IN FORCE, COVERING WORK BY THE ASSURED FOR AMERICAN SMELTING AND REFINING
COMPANY ON CONTRACT Design of Compliance Facilities
AT 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. 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	TMP306 4568	12-13-80	EACH OCCURRENCE \$ 500,000.	\$300,000
PROPERTY-DAMAGE	TMP306 4568	12-13-80	EACH OCCURRENCE \$ 100,000.	\$ 25,000
CONTRACTOR'S PROTECTIVE LIABILITY				
BODILY-INJURY	TMP306 4568	12-13-80	EACH OCCURRENCE \$ 500,000.	\$300,000
PROPERTY-DAMAGE	TMP306 4568	12-13-80	EACH OCCURRENCE \$ 100,000.	\$ 25,000
AUTOMOBILE				
BODILY-INJURY	CCP390 9671	03-01-80	EACH PERSON \$ 250,000. EACH OCCURRENCE \$ 500,000.	\$100,000 \$300,000
PROPERTY-DAMAGE	CCP390 9671	03-01-80	EACH OCCURRENCE \$ 100,000.	\$ 25,000
WORKMEN'S COMPENSATION AND EMPLOYER'S LIABILITY	WC338 9050	03-01-80	Texas - Statutory	COMPLY WITH APPLICABLE STATE LAW
	WC338 9050	03-01-80	EACH OCCURRENCE \$ 100,000.	\$ 25,000

DATE June 7, 1979Transcontinental Insurance Company
INSURANCE COMPANYEl Paso, TexasALEXANDER & ALEXANDER OF TEXAS, INC.

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 0007488



May 10, 1979

Mr. Carl Glaser, Engineer
American Smelting and Refining Co.
El Paso Smelting Works
El Paso, Texas

Dear Mr. Glaser:

I would like to thank you for giving us your time and considering us for this work.

This letter is written to provide you with a proposal for the HVAC, plumbing and some architectural work as defined in the enclosed scope of work. We are also enclosing an hourly rate schedule which can be used to evaluate any cost on work necessary outside the scope of work.

We can do the work indicated in the scope of the work for \$15,050.00. If this is acceptable to you and ASARCO, please indicate by signing one copy of this letter and returning it to us.

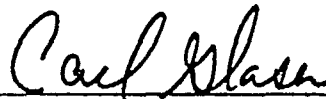
Once again, thank you for your time and consideration.

Sincerely,


John Morrison, PE

Accepted

Signed



Date

5-18-79

Scope of FLGM Inc.'s Work for Bathhouse and Lunchroom at the
El Paso Smelting Works of the American Smelting and Refining Co.

Architectural Work

- 1) Provide slab plans and details at perimeter walls, doors, interior walls, toilet areas, shower areas, and at lockers.
- 2) Provide all necessary window, door, locker and toilet partition details.
- 3) Advise ASARCO on wall ceiling and floor finishes.
- 4) Provide specifications on the drawings for materials that will be shown on FLGM drawings.

Mechanical Work

- 1) HVAC and plumbing system design study

A complete system design study shall be made and a system schematic to be developed. This schematic shall be presented to the owner for his approval.

The engineering concept shall be based on the ASARCO specifications - EA-37-EP.

- 2) Drawings

Complete detailed drawings shall be prepared to be adequate for construction purposes and in compliance with the El Paso Building Code.

Preliminary estimate of drawings to be made:

A. HVAC drawings

a. Bathhouse

1. Equipment schedules and controls
2. Floor plan
3. Roof plan
4. Section and details

b. Lunchroom

1. Equipment schedules and controls
2. Floor plan
3. Roof plan
4. Section and details

B. Plumbing drawings

a. Bathhouse

1. Under floor plan
2. Floor plan
3. Riser diagram and fixture schedule

b. Lunchroom

1. Under floor plan
2. Floor plan, riser diagram and fixture schedule

3) Specifications

A complete HVAC equipment and plumbing specifications for both buildings shall be furnished.

Job Observation

- 1) To be done at owner's request and billed at hourly rate.

FOUTS LANGFORD GOMEZ MOORE, INC.

FEE SCHEDULE FOR ARCHITECTURAL SERVICES (HOURLY RATES) FOR ASARCO JOB

Effective 1 June 1979

Category	Persons	Rates per hour
Architects	Fouts	\$45.00
	Langford	\$45.00
	Gomez	\$45.00
	Moore	\$45.00
	Melendez	\$35.00
Engineers	Borunda	\$35.00
	Morrison	\$35.00
	Hansel	\$35.00
Interiors Architect	Anderson	\$30.00
Staff Architect	Thacker	\$25.00
Sr. Draftsman/Designers	Tarin	\$21.00
	Aguilar	\$21.00
	Scheirman	\$21.00
	Corona	\$21.00
Draftsman II/Designers	Lopez	\$20.00
	Thigpin	\$20.00
	Gallup	\$20.00
Draftsman I	Roberson	\$18.00
	Alarcon	\$18.00
Accounting Secretary	Simms	\$20.00
Administrative Secretary	Tice	\$17.00
Typist	Gonzalez	\$14.00

Consultants' fees shall be charged at 1-1/2 times their charges to our firm.

APPENDIX "B"

Article 16, Engineer's Right to Terminate Work. If the Owner fails to meet the conditions of the contract, the Engineer shall have the right to terminate the contract and be compensated for that portion of the work completed upon termination.

Article 7. Add paragraph: "Engineer shall have a note on the drawings advising that this work is designed only for the El Paso Smelting Works of the American Smelting and Refining Company."

Article 10. Add paragraph: "If the Owner terminates the contract, he shall compensate the Engineer for that portion of the work completed at the time of termination."

Article 11. In Paragraph 1, second line, change "plans and specifications" to "scope of the work".

76M Five

EP644
HY4686

LP-59

Mr. F.O. Wittwer

ASARCO INCORPORATED
P.O. BOX 1111
EL PASO, TEXAS 79999

This Requisition Is Issued To Record Agreement Entered Into
With Fouts, Langford, Gomez, Moore, Inc. Of 444 Executive
Center Blvd. Suite 150, El Paso, Texas 79902 To Cover Pre-
paring Plans And Specifications For HVAC, Plumbing And
Architectural Work For Compliance Facilities.

June 19, 1979

Construction

ASARCO ELP 0007494

Continental Casualty Company



Offices/Chicago, Illinois

architects engineers
professional liability policy

**memorandum of insurance —
architects and engineers
professional liability**

To: American Smelting and Refining Company
El Paso Smelting Works
El Paso, Texas 79902
Attn: Mr. Carl Glaser

The following policy has been issued by the Continental Casualty Company and is in force at the date indicated below:

This memorandum is issued as a matter of information only and confers no rights upon the holder. By its issuance the company does not alter, change, modify or extend the provisions of said policy and does not waive any of its rights thereunder.

name of insured:

FOUTS LANGFORD GOMEZ MOORE, INC.

address of insured:

444 Executive Center
Suite 130
El Paso, Texas 79902

policy no.

AEP 821 68 88

2/20/79
policy period

to 2/20/80

Dated at:

Washington, D.C.

\$1,000,000.

limit of liability — per claim and aggregate
(claims expenses are included in the limit)

VICTOR O. SCHINNERER & COMPANY, INC.

Date:

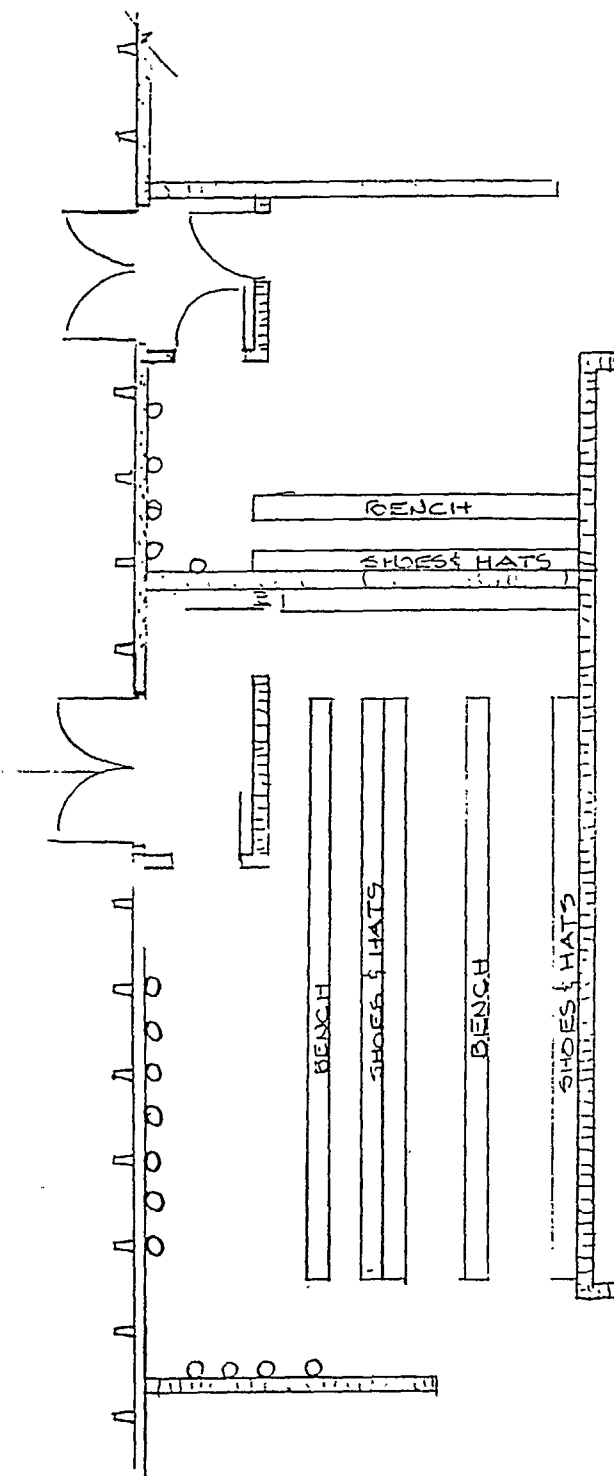
June 14, 1979

By:

Edith E. Scrims

authorized representative

EES:cc

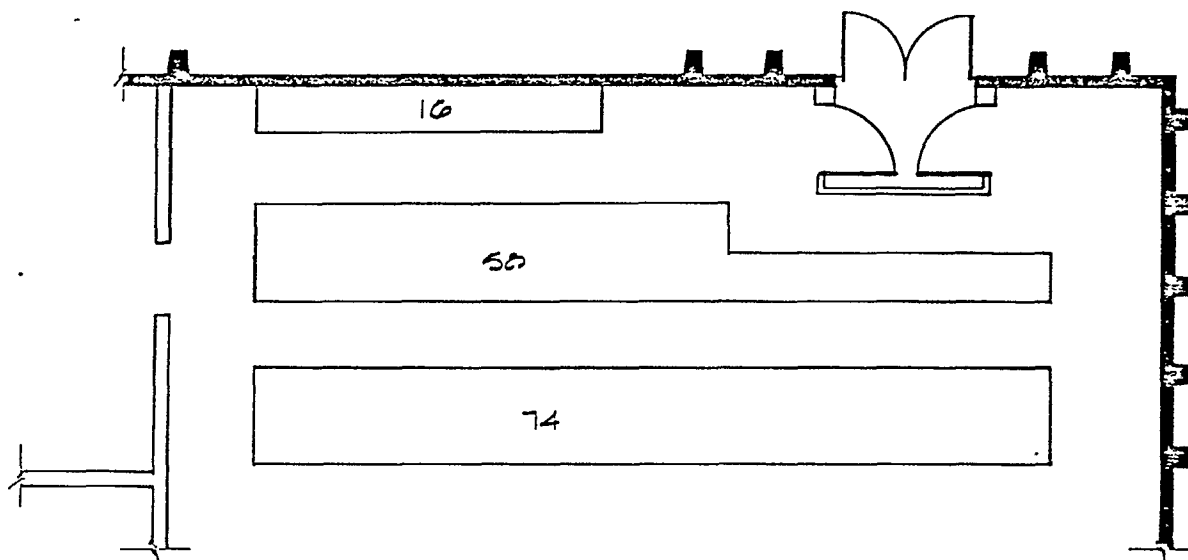


VACUUM ROOMS

1/8" = 1'-0"

FLGM INC.

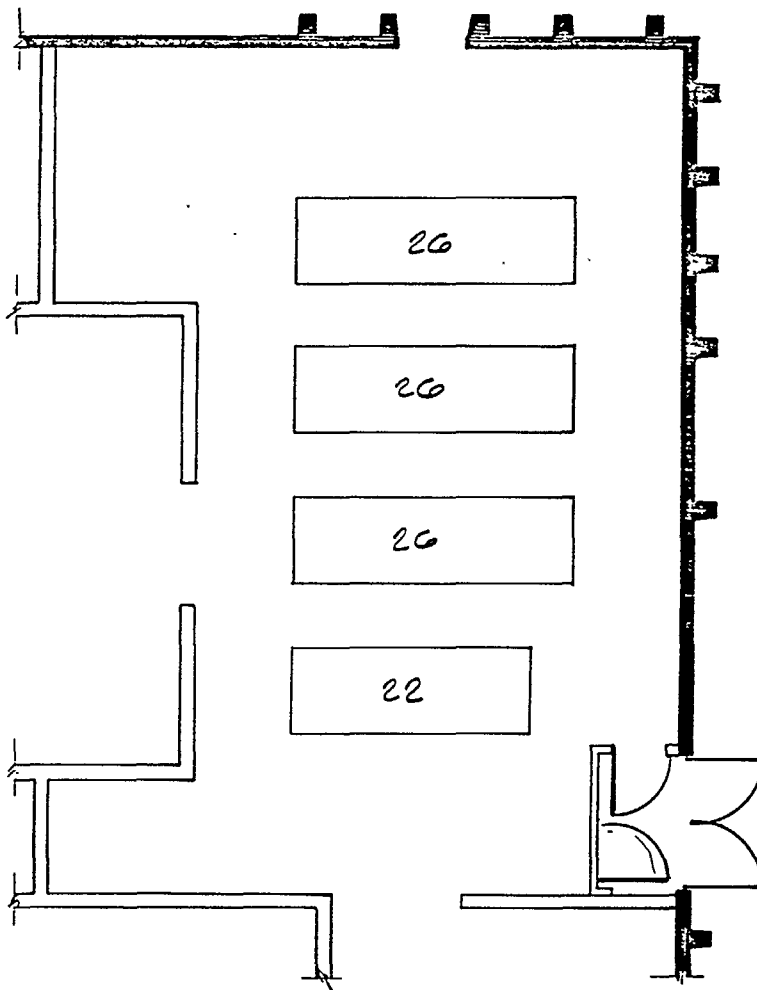
VI
6-13-79



LARGE CLEAN ROOM

FLGM Inc.

✓ 2
6-13-79



SMALL CLEAN ROOM

FLGM INC.

V3
6-13-79

Alexander & Alexander of Texas, Inc.
6044 Gateway East
P.O. Box 9187
El Paso, Texas 79983
Telephone 915 778-9911



June 8, 1979

Mrs. Edith Simms
Victor O. Schinnerer & Company
5028 Wisconsin Ave.
Washington, D.C. 20016

Dear Edith:

Re: Fouts Langford Gomez & Moore, Inc.
Policy #AEP221 69 88
Expiration, February 20, 1980

Please issue a certificate of insurance on the captioned policy to: American Smelting and Refining Company, El Paso Smelting Works, El Paso, Texas 79902, attention: Mr. Carl Glaser.

We would appreciate your issuing this certificate as soon as possible and forwarding it to us for delivery. If you have any questions, please call me.

Sincerely,

Concord/ALEXANDER & ALEXANDER

A handwritten signature in cursive script, reading "Patricia Ann Plotrowski".

Patricia Ann Plotrowski

PAP/pip

cc: Mr. Carl Glaser
Asarco
El Paso Smelting Works

Including the former Concord Insurance Agencies

ASARCO ELP 0007499



ARCHITECTS • ENGINEERS

LETTER OF TRANSMITTAL

DATE 6-7-79

RE: WILCHAM

CARL GLASER

SHOWERS OIL PACE

EL PASO SHELTING WORKS

SMEILER

ASARCO

WE ARE SENDING YOU

☒ ATTACHED

☐ UNDER SEPARATE COVER VIA:

THE FOLLOWING ITEMS:

☐

COPIES

DATE

NO.

DESCRIPTION

6

CONTRACTS SIGNED FOR FLIGHT

THESE ARE TRANSMITTED AS CHECKED

☒ FOR APPROVAL

☐ FOR YOUR INFO

☐ AS-REQUESTED

☒ FOR YOUR USE

☐ FOR REVIEW AND COMMENT

☐ APPROVED AS NOTED

☐ APPROVED AS SUBMITTED

☐ MAKE CORRECTION NOTED

REMARKS

COPIES TO:

SIGNED

John H. Morrison

FOUTS LANGFORD GOMEZ MOORE, INC.

444 EXECUTIVE CENTER, SUITE 130

EL PASO, TX 79902

[915] 544-4740

ASARCO ELP 0007500



robinet & avery
consulting engineers incorporated

4171 NORTH MESA STREET, C-107

EL PASO, TEXAS

(915) 532-4224

79902

May 29, 1979

Fouts Langford Gomez Moore, Inc.
444 Executive Center Blvd.
El Paso, Texas 79902

Attn: Mr. John Morrison

Subject: El Paso Smelting Works

Dear John:

On May 25, 1979, a meeting was held with you and Carl Glaser at ASARCO for the purpose of reviewing the preliminary design for the bath house and lunchroom buildings at ASARCO. Generally, the design utilizing a built-up water wash system with absolute filters was approved. Other conclusions and decisions approved are as follows:

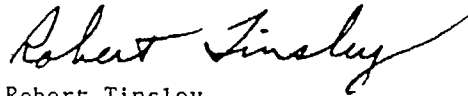
1. Vacuums in lunchroom are not to be spec'd by us.
2. Floor drains are to be relocated toward center of rooms. Locate hose bibs inside for wash down.
3. Only the lunchroom is to be cooled and heated, not the adjacent rooms.
4. Mr. Glaser informed me that the pH balance in the air washer was not critical and that no special coatings or equipment would be needed.
5. The hot water boilers for the bath house are to be located in an adjoining concrete block building to be built for that purpose. We are also to spec a water heater for the lunchroom.
6. The built-up cooling/heating units we proposed were OK'ed. The ductwork is to be run exposed on the roof.

Page Two
Mr. John Morrison
May 29, 1979

7. The air washers on the units are to operate continuously until the exterior temp. drops below 40°F at which point it will shut down until the exterior temp. rises above 40°F.
8. An I-beam type base was approved for the units which are to be mounted as close to a wall as possible with the long axis is the unit parallel to the wall.
9. Lockers are not to be ventilated.
10. It was pointed out that the system proposed would cost about one dollar per CFM or \$67,000.00 for the bath house and approximately \$10,000.00 for the lunchroom.

Sincerely,

ROBINET & AVERY CONSULTING ENGINEERS, INC.



Robert Tinsley

cc: Mr. Carl Glaser\

RT/se



May 10, 1979

Mr. Carl Glaser, Engineer
American Smelting and Refining Co.
El Paso Smelting Works
El Paso, Texas

Dear Mr. Glaser:

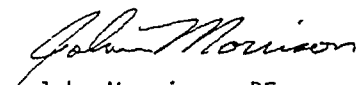
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5-18-79

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