RECEIVED MAR 9 1978
Contract File

KAISER ENGINEERS

KAISER ENGINEERS, INC.
300 LAKESIDE DRIVE
POST OFFICE BOX 23210
OAKLAND, CALIFORNIA 94623

PLAINTIFF'S EXHIBIT
ASA-1745

March 6, 1978

SUBJECT: ASARCO El Paso Plant
Design Procurement Schedule
KE JOB NO. 76035

Mr. W. T. Sweat
Assistant Director of Engineering
ASARCO, Incorporated
500 Crandall Building
Salt Lake City, Utah 84101

Dear Mr. Sweat:

As we have previously informed you it has been necessary to extend the period required for design and procurement of equipment for the modifications and additions to the ASARCO El Paso smelter by a period of approximately six (6) months. Due to this fact we do not expect to complete design and procurement activities until June 1978 as against the previous commitment of December 1977.

The basic reason for this extension of the schedule is due to the complexities forced upon the project by the anticipated changes in EPA and OSHA requirements for the atmospheric conditions within the plant area.

As a result of especially stringent OSHA requirements within the enclosed areas of the plant it has been necessary for Kaiser Engineers to perform studies and create new design parameters for the collection of dust and gases and the provision of washdown and reclamation facilities so as to provide continual protection for the internal environment of the plant.

In addition, it has been necessary to provide for extensive recycling and temperature dissipation of the gas stream using heat exchangers thus limiting the emission of dust and sulfur dioxide fumes to the atmosphere.

The overall result of this additional engineering has been not only to extend the required design schedule but also to cause complications with vendors of equipment who have been forced to provide non-standard enclosures and special features for their previously engineered equipment. This has delayed the receipt of certified vendor drawings without which it is not possible to complete the "Approved for Construction" drawings.

DMART 301

The list attached summarizes the major areas of design innovations and and changes in technology which have resulted in the expansion of the design and procurement schedule for the El Paso Project.

I trust that these explanations provide sufficient elaboration of the problem with which you have been closely connected yourself. If there is any need, please do not hesitate to request further descriptions or details on any aspect.

Very truly yours,

KAISER ENGINEERS, INC.

Rex Guinivere

Rex Guinivere, Vice President
Nonferrous Minerals Division

RG/mi

Attachment
cc: R. H. Hunt
W. R. Kelley
P. O. Box 1111
El Paso, Texas 79999

SUMMARY LIST OF EL PASO DESIGN INNOVATIONS - SCHEDULE EXTENSION

1. Inclusion of new technology in updraft sinter machine gas flow system to contain gas and particulates.
    a) Ductwork designed for self-cleaning.
    b) System designed for recirculation to permit gas to be used for acid manufacture.

2. Investigation and redesign of material handling system to provide increased efficiency for dust collection and water washdown.

Dump Hoppers	- Designed for dust pickup.
Conveyors & Galleries	- Designed for automatic and manual clean-up in addition to ventilating drop points.
Conveyor Takeups	- Enclosed to entrain dribble.
Reclaim Hoppers	- Automatic ventilation system provided when charging.

3. Investigation and design of a water reclamation system to prevent redeposition of toxic salts and clean handling of collected solids.

4. Imposition of restrictions on vendors to meet specific applications in gas handling equipment outside of their normal design.

TO:	APPROVED BY:
Purchasing	
Credit	
Legal	
Insurance	
Operating	
Vice President	

RETURN TO PURCHASING DEPARTMENT

PLAINTIFF'S EXHIBIT

ASA-1746

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

CONTRACT FOR

Drilling & Blasting Slag
(Insert name of job)

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

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

THIS AGREEMENT made the 30th day of June, 19 78,

by and between Rocky Mountain Blasting Co., whose address is

5407 N. Mesa, El Paso, Texas 79912 (hereinafter called the

"Contractor") and ASARCO Incorporated ~~AMERICAN SMELTING AND REFINING COMPANY~~, a corporation of the

State of New Jersey, whose address is 120 Broadway, New York 5, N.Y. and

P. O. Box 1111, El Paso, Texas 79999 (hereinafter called the
(Insert address of plant or unit)

"Owner").

W I T N E S S E T H:

The Contractor and Owner agree as follows:

Article 1. Scope of the Work

The Contractor shall furnish all shop drawings, field engineering, labor, tools, equipment, transportation, materials and other facilities, except such items as are hereinafter listed as being furnished or furnished and installed by the Owner, for Drilling & Blasting Slag (hereinafter called the "work")
(Insert name of job)
at the El Paso Plant of the Owner at El Paso, Texas
(Insert town & state)
in accordance with the drawings and specifications listed below, all of which are incorporated herein by reference and made a part hereof:

(List Specifications and Drawings)

Payment shall be made on a time and material basis as outlined in the Rocky Mountain Blasting Co. proposal dated 6-15-78. Total estimated price $18,500. The Owner shall pay the Contractor for the performance of this contract, the sum not to exceed twenty thousand dollars, ($20,000.00

Addendum to Proposal of June 23, 1978 which adds to the Rocky Mountain Blasting Co.

DMART 304

Article 2. Time of Completion

The work shall be commenced July 15, 1978 and shall be substantially completed September 15, 1978.

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

The Owner shall pay the Contractor for the performance of this Contract, the sum of _____ dollars, ($_____), lawful money of the United States of America within _____ days after satisfactory completion of the work and submission by the Contractor of evidence (including, if requested, complete releases of all liens arising out of or in connection with the work by all persons, firms or corporations on whose behalf such liens could be or were filed) satisfactory to the Owner that all charges for labor and material incorporated in the work and all other indebtedness connected with the work for which liens could be filed have been paid and that the work is free of all liens and encumbrances.

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

The Owner shall pay the Contractor for the performance of this contract, the sum of See Bottom of Page 1 dollars, ($_____), lawful money of the United States, as follows:

On or about the First day of each calendar month, commencing August 1, 1978, the Owner shall pay the Contractor Ninety percent (90%) based on the contract prices, of the labor and materials incorporated in the work and of materials suitably stored at the site thereof up to the end of the next preceding calendar month, as estimated by the Owner, less the aggregate of previous payments; and upon completion of the entire work, a sum sufficient to increase the total payments to Ninety percent (90%) of the contract price. Final payment of the remaining (10%) of the contract price shall be due 30 days after completion of the work.

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

Article 4. Payments Withheld

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

Article 5. Liens

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

Article 6. Title to the Work

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

Article 7. Inspection and Repair

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

Article 8. Protection by Contractor

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

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

Article 9. Contractor's Liability Insurance

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

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

Article 10. Indemnity by Contractor

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

Article 11. Owner's Responsibility for Certain Casualties

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

Article 12. Compliance with Laws and Ordinances

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

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

Article 13. Patents

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

Article 14. Changes in the Work

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

Article 15. Owner's Right to Terminate Contract

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

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

Article 16. Correction of Work after Payment

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

Article 17. Arbitration.

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

Article 18. Subcontracts

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

Article 19. Assignment

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

Article 20. Coordination of Work

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

Article 21. Undertakings by the Owner

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

Article 22. Applicable Law

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

Article 23. Entirety Clause

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

Article 24. Technical Information

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

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

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

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

Article 25. Additional Provisions

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

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

ROCKY MOUNTAIN BLASTING CO.
Contractor

By President

Title

ASARCO Incorporated
~~AMERICAN SMELTING & REFINING COMPANY~~
Owner

By

AMERICAN SMELTING AND REFINING COMPANY

FORM # INSURANCE-1 Revised 9/73

INSURANCE-CERTIFICATE

AMERICAN SMELTING AND REFINING COMPANY REQUIREMENTS FOR CONTRACTORS AND SUBCONTRACTORS.

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE DESCRIBED BELOW HAVE BEEN ISSUED TO Rocky Mountain Blasting Co., Inc.

THESE POLICIES ARE NOW IN FORCE, COVERING WORK BY THE ASSURED FOR AMERICAN SMELTING AND REFINING COMPANY ON CONTRACT for Drilling

AT El Paso Smelting Works , 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. Mr. W. R. Kelley PLANT MANAGER.

KIND OF INSURANCE	DESCRIPTION OF POLICY			REQUIRED MINIMUM
	NUMBER	EXPIRES	LIMITS OF LIABILITY	
CONTRACTOR'S PUBLIC LIABILITY (COMPREHENSIVE INCLUDING CONTRACTUAL)*				
BODILY-INJURY				
PROPERTY-DAMAGE				
CONTRACTOR'S PROTECTIVE LIABILITY				
BODILY-INJURY				
PROPERTY-DAMAGE				
AUTOMOBILE				
BODILY-INJURY				
PROPERTY-DAMAGE				
WORKMEN'S COMPENSATION AND EMPLOYER'S LIABILITY				

DATE July 10, 1978

INSURANCE COMPANY

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

CERTIFICATE OF INSURANCE

This is to Certify, that policies in the name of

NAMED INSURED and ADDRESS

Rocky Mountain Blasting Company
5407 North Mesa
El Paso, Texas 79912

THIS CERTIFICATE OF INSURANCE NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE AFFORDED BY ANY POLICY DESCRIBED HEREIN.

are in force at the date hereof, as follows:

KIND OF INSURANCE	POLICY NUMBER	POLICY PERIOD	LIMITS OF LIABILITY	
			BODILY INJURY	PROPERTY DAMAGE
WORKMEN'S COMPENSATION				
COMPREHENSIVE GENERAL LIABILITY				
MANUFACTURERS' AND CONTRACTORS' LIABILITY				
OWNERS', LANDLORDS' AND TENANTS' LIABILITY				
CONTRACTUAL LIABILITY				
AUTOMOBILE LIABILITY ☐ Owned Automobiles ☐ Hired Automobiles ☐ Non-Owned Automobiles				
COMPREHENSIVE AUTOMOBILE LIABILITY				
OTHER:				

NOTE:

In the event of any material change in, or cancellation of, said policies, the undersigned company will endeavor to give written notice to the party to whom this certificate is issued, but failure to give such notice shall impose no obligation nor liability upon the company.

E

CERTIFICATE ISSUED TO:

NAME and ADDRESS

ASARCO
(American Smelting & Refining Co.)
P. O. BOX 1111
El Paso, Texas 79999

Occupation, if Military, give Rank or Rating

CERTIFICATE OF INSURANCE

PLEASE KEEP ON FILE

This form is issued by

☐ The Exchange or Company designated on the reverse side as number _____

☒ _____ _____ City and State

A stock insurance company, herein called the Company

When countersigned by an authorized representative of the Company, this certificate supersedes any previously issued certificates and certifies that the above policy has been issued to the insured for the coverage indicated. This certificate is subject to all of the terms, conditions and limitations set forth in the described policy and endorsements thereto. It is furnished as a matter of information only and does not change, modify or extend the policy in any way.

Insured and Address

Rocky Mtn Blanting Co c/o Mike Miller
5407 N Mesa
El Paso Tx 79912

EFFECTIVE DATE 2:25 PM 12 30 77-78 (Applies To This Certificate)
TIME MONTH DAY YEAR

The policy represented by this certificate is a continuous one and will be in effect until cancelled or terminated in accordance with the notice provisions below.

COVERAGES	LIMITS OF LIABILITY
A—Bodily Injury Liability	
B—Property Damage Liability	

A certified true copy
Joe Wold
9 July 78 El Paso
my commission
expires 15 April 79

YEAR AND TRADE NAME

DESCRIPTION OF VEHICLE

It is hereby agreed that prior to cancellation or termination of this policy will give ten days notice in writing thereof to:

Asarco
American Smelting and Refining
Po Box 1111 El Paso Tx 79999

56-0383 12-74 1241 PRINTED IN U.S.A.

FARMERS INSURANCE GROUP

The following are inter-insurance exchanges sometimes referred to in the policy, when issued by either of them, as the Company:

1. Farmers Insurance Exchange
   Los Angeles, California
2. Truck Insurance Exchange
   Los Angeles, California

The following are stock companies referred to in the policy, when issued by any of them, as the Company:

3. Mid-Century Insurance Company
   Los Angeles, California
* 4. Illinois Farmers Insurance Company
   Aurora, Illinois
** 5. Farmers Insurance Company, Inc.
   Mission, Kansas
* 6 Farmers Insurance Company of Idaho
   Pocatello, Idaho
* 7. Farmers Insurance Company of Arizona
   Phoenix, Arizona
* 8. Farmers Insurance Company of Washington
   Mercer Island, Washington
* 9. Farmers Insurance Company of Oregon
   Tigard, Oregon
* 10. Texas Farmers Insurance Company
   Austin, Texas
* 17. Farmers Insurance Company of Arkansas
   Little Rock, Arkansas

The following is a mutual company referred to in the policy, when the issuer thereof, as the Company:

* 18. Farmers Texas County Mutual Insurance Company
   Austin, Texas

* Not licensed or operating in the states of Kansas and Colorado
** Not licensed or operating in the state of Colorado

CERTIFICATE OF INSURANCE

This is to Certify that

Rocky Mountain Blasting Co. Inc.
5407 North Mesa
El Paso, TX 79912

Name and address of Insured.

is, at the date of this certificate, insured by the Company for the types of insurance and in accordance with the limits of liability, exclusions, conditions, and other terms of the policies hereinafter described. This certificate of insurance neither affirmatively or negatively amends, extends or alters the coverage afforded by the policies listed below.

TYPE OF POLICY	EXPIRATION	POLICY NUMBER		
WORKERS COMPENSATION				
GENERAL LIABILITY: ☐ COMPREHENSIVE FORM ☐ SCHEDULE FORM ☐ PRODUCTS COMPLETED OPERATIONS ☐ ☐ INDEPENDENT CONTRACTORS/CONTRACTORS PROTECTIVE ☐ CONTRACTUAL LIABILITY ☐			BODILY INJURY: $ EACH OCCURRENCE; $ AGGREGATE	PROPERTY DAMAGE: $ EACH OCCURRENCE; $ AGGREGATE
AUTO LIABILITY: ☐ OWNED ☐ NON OWNED ☐ HIRED			$ EACH PERSON; $ EACH ACCIDENT OR OCCURRENCE	$ EACH ACCIDENT OR OCCURRENCE
OTHER				

LOCATION(S) OF OPERATIONS & JOB # (If Applicable) — DESCRIPTION OF OPERATIONS

NOTICE OF CANCELLATION. (NOT APPLICABLE UNLESS A NUMBER OF DAYS IS ENTERED BELOW) [illegible] THE COMPANY WILL NOT CANCEL OR REDUCE THE INSURANCE AFFORDED UNDER THE ABOVE POLICIES PRIOR TO 10 DAYS AFTER [illegible] CANCELLATION [illegible] HAS BEEN MAILED TO:

American Smelting & Refining Co.
P.O. Box 1111
El Paso, TX 79999

AUTHORIZED REPRESENTATIVE

6-5-78 DATED — Dallas OFFICE

This certificate is executed by [illegible] INSURANCE COMPANY [illegible] as is afforded by That Company. It is executed by LIBERTY MUTUAL FIRE INSURANCE COMPANY [illegible] is afforded by That Company.

ROCKY MOUNTAIN BLASTING CO.

5407 NORTH MESA
EL PASO, TEXAS 79912

TELEPHONE 915/584-4460

MIKE MILLER Residence Phone 591-1631
591-3446

June 15, 1978

John Shaw, Ass't Superintendent
American Smelting & Refining Co.
Asarco, Inc.
2301 West Paisano Drive
El Paso, Texas 79946

Re: Drilling & Blasting Slag

Dear Mr. Shaw:

Per my telephone conversation with Mr. Gibson on June 14, 1978 concerning the above subject, I am submitting the following proposal:

Drilling at a rate of $50.00 per Hour*-

Plus Explosives:

Dynamite - Amogel # 1 @ 42.50 Case or 85.00Cwt.
Caps - 150.00C, 30' wires
Carbomite "P" - Blasting Agent - 17.25Cwt.

Plus Moving Charge - $200.00 (Moving on and off premises).

If this proposal is accepted, please return your purchase order, for authorization, to our Company.

Yours truly,

J. Michael Miller

J. Michael Miller, President
ROCKY MOUNTAIN BLASTING CO., INC.

* Does not include insurance.

JMM/dho TOTAL EST COST 12,500

ROCKY MOUNTAIN BLASTING CO.

5407 NORTH MESA
EL PASO, TEXAS 79912

TELEPHONE 915/584-4460

MIKE MILLER

June 23, 1978

American Smelting & Refining Co.
P.O. Box 1111
El Paso, Texas 79999

ADDENDUM TO PROPOSAL

Additional Insurance Required:

ROCKY MOUNTAIN BLASTING CO., INC.

By _____

President

AMERICAN SMELTING AND REFINING COMPANY

FORM # INSURANCE-1 Revised 9/73

INSURANCE-CERTIFICATE

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THESE POLICIES ARE NOW IN FORCE, COVERING WORK BY THE ASSURED FOR AMERICAN SMELTING AND REFINING COMPANY ON CONTRACT for Drilling & Blasting Slag

AT El Paso Smelting Works, 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. Mr. W.R. Kelly PLANT MANAGER.

KIND OF INSURANCE	DESCRIPTION OF POLICY			REQUIRED MINIMUM
	NUMBER	EXPIRES	LIMITS OF LIABILITY	
CONTRACTOR'S PUBLIC LIABILITY (COMPREHENSIVE INCLUDING CONTRACTUAL)*				
BODILY-INJURY				
PROPERTY-DAMAGE				
CONTRACTOR'S MANUFAC PROTECTIVE LIABILITY				
BODILY-INJURY				
PROPERTY-DAMAGE				
BODILY-INJURY				
PROPERTY-DAMAGE				
WORKMEN'S COMPENSATION AND EMPLOYER'S LIABILITY				

*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.

AMERICAN SMELTING AND REFINING COMPANY

FORM # INSURANCE-1 Revised 9/73

INSURANCE-CERTIFICATE

AMERICAN SMELTING AND REFINING COMPANY REQUIREMENTS FOR CONTRACTORS AND SUBCONTRACTORS.

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE DESCRIBED BELOW HAVE BEEN ISSUED TO ROCKY MOUNTAIN BLASTING CO., INC.

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PROPERTY-DAMAGE				
CONTRACTOR'S PROTECTIVE LIABILITY				
BODILY-INJURY				
PROPERTY-DAMAGE				
AUTOMOBILE				
BODILY-INJURY				
PROPERTY-DAMAGE				
WORKMEN'S COMPENSATION AND EMPLOYER'S LIABILITY				

DATE _____

_____
INSURANCE COMPANY

_____
AUTHORIZED REPRESENTATIVE

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PROPERTY-DAMAGE				
AUTOMOBILE				
BODILY-INJURY				
PROPERTY-DAMAGE				
WORKMEN'S COMPENSATION AND EMPLOYER'S LIABILITY				

DATE

CITY STATE AUTHORIZED REPRESENTATIVE

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AMERICAN SMELTING AND REFINING COMPANY

FORM W INSURANCE-1 Revised 9/73

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CONTRACTOR'S PROTECTIVE LIABILITY				
BODILY-INJURY				
PROPERTY-DAMAGE				
AUTOMOBILE				
BODILY-INJURY				
PROPERTY-DAMAGE			EACH OCCURRENCE $	
WORKMEN'S COMPENSATION AND				
EMPLOYER'S LIABILITY			EACH OCCURRENCE $	

DATE _____ INSURANCE COMPANY _____

CITY _____ STATE _____ AUTHORIZED REPRESENTATIVE _____

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AMERICAN SMELTING AND REFINING COMPANY

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BODILY-INJURY				
PROPERTY-DAMAGE				
WORKMEN'S COMPENSATION AND EMPLOYER'S LIABILITY				

DATE _____ INSURANCE COMPANY _____

CITY _____ STATE _____ AUTHORIZED REPRESENTATIVE _____

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INSURANCE CERTIFICATE

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PROPERTY-DAMAGE			EACH OCCURRENCE $	
CONTRACTOR'S PROTECTIVE LIABILITY				
BODILY-INJURY				
PROPERTY-DAMAGE				
AUTOMOBILE				
BODILY-INJURY				
PROPERTY-DAMAGE				
WORKMEN'S COMPENSATION AND EMPLOYER'S LIABILITY				

DATE

INSURANCE COMPANY

CITY STATE

ASSIGNED RISK

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☐ This is a change in Military Reservation ☐ Change of Car ☐ Not previously required to file Certificate of Insurance ☐ Renewal of existing Certificate

Occupation, if Military give Rank or Rating

LENGTH OF DAY ON RCS
☐ OVER 30 DAYS
☐ UNDER 30 DAYS

CERTIFICATE OF INSURANCE

PLEASE KEEP ON FILE

Insured and Address: Rocky Mtn Blasting Co % Mike Mills
5407 N Mesa
El Paso Tx 79912

EFFECTIVE DATE: 2:35 PM (TIME) 12 (MONTH) 30 (DAY) 77-78 (YEAR) (Applies To This Certificate)

KIND OF ENTRY: 1
KIND OF CARD: 5
NO OF DAYS:
MTG CODE: 2

The policy represented by this certificate is a **continuous** one and will be in effect **until cancelled or terminated** in accordance with the notice provisions below.

COVERAGES	LIMITS OF LIABILITY
A—Bodily Injury Liability	
B—Property Damage Liability	

DESCRIPTION OF VEHICLE	YEAR AND TRADE NAME	IDENTIFICATION NUMBER (LAST 3 DIGITS SHOWN)
	76 Chevy 1/2 P/U	G76
	75 Ford 3/4 P/U	475

It is hereby agreed that prior to cancellation or termination of this policy from any cause the above Company will give ten days notice in writing thereof to:

ASARCO
Mexican Smelting and Refining
P. Box 1111 El Paso Tx 79999

Countersigned

Date 6-26-78

56-0383 12-74 1241 PRINTED IN U.S.A.

REGIONAL OFFICE COPY

The following are inter-insurance exchanges sometimes referred to in the policy, when issued by either of them, as the Company:

The following are stock companies referred to in the policy, when issued by any of them, as the Company:

**

* Not licensed or operating in the states of Kansas and Colorado
** Not licensed or operating in the state of Colorado

CANCELED

ASARCO ELP

ASARCO A NYK

7-27-78
R O COVINGTON

REF. REQN. EP-37 CONTRACT WITH ROCKY MOUNTAIN - CERTIFICATE INSURANCE ASARCO FORM #1 NOT ACCEPTABLE AS DOES NOT INDICATE INSURANCE CARRIER NOR HAS IT BEEN SIGNED. RELATIVE OTHER INSURANCE FORMS SUBMITTED ONLY THAT COVERING MANUFACTURER'S AND CONTRACTOR'S LIABILITY SUITABLE SUGGEST YOU OBTAIN PROPERLY EXECUTED ASARCO FORM #1 FORWARDING SAME PROMPTLY.

E O WITTWER

ASARCO ELP

ASARCO A NYK

Rosemont

EP-37

MR. F. O. WITTWER

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

Contracts & Proposal Attached.

This Requisition Is To Record Agreement Entered Into With Rocky Mountain Blasting Co. For Drilling And Blasting Slag .

July 11, 1978

Yard - Mining Slag

ROCKY MOUNTAIN BLASTING CO.

5407 NORTH MESA
EL PASO, TEXAS 79912

TELEPHONE 915/584-4460

MIKE MILLER Residence Phone 581-1631
584-3446

June 15, 1978

John Shaw, Ass't Superintendent
American Smelting & Refining Co.
Asarco, Inc.
2301 West Paisano Drive
El Paso, Texas 79946

Re: Drilling & Blasting Slag

Dear Mr. Shaw:

Per my telephone conversation with Mr. Gibson on June 14, 1978 concerning the above subject, I am submitting the following proposal:

Drilling at a rate of $50.00 per Hour*-

Plus Explosives:

Dynamite - Amogel # 1 @ 42.50 Case or 85.00Cwt.
Caps - 150.00C, 30' wires
Carbomite "P" - Blasting Agent - 17.25Cwt.

Plus Moving Charge - $200.00 (Moving on and off premises).

If this proposal is accepted, please return your purchase order, for authorization, to our Company.

Yours truly,

J. Michael Miller

J. Michael Miller, President
ROCKY MOUNTAIN BLASTING CO., INC.

* Does not include insurance.

JMM/dho TOTAL EST COST 18,500

ROCKY MOUNTAIN BLASTING CO.

5407 NORTH MESA
EL PASO, TEXAS 79912

TELEPHONE 915/584-4460

MIKE [illegible]LLER

June 23, 1978

American Smelting & Refining Co.
P.O. Box 1111
El Paso, Texas 79999

ADDENDUM TO PROPOSAL

Additional Insurance Required:

GREAT SOUTHWEST FIRE INSURANCE COMPANY

_____

_____

_____

ROCKY MOUNTAIN BLASTING CO., INC.

By J. Michael Miller

President

CERTIFICATE OF INSURANCE

This is to Certify that

[redacted] Mountain Blasting Co. Inc.
North Mesa
[redacted]so, TX 79912

LIBERTY MUTUAL INSURANCE COMPANY • LIBERTY MUTUAL FIRE INSURANCE COMPANY • BOSTO

[redacted] and [redacted]es of insured.

is, at the date of this certificate, insured by the Company for the types of insurance and in accordance with the limits of liability, exclusions, conditions, and other terms of the policies hereinafter described. This certificate of insurance neither affirmatively or negatively amends, extends or alters the coverage afforded by the policies listed below.

TYPE OF POLICY		EXPIRATION DATE	POLICY NUMBER	LIMITS OF LIABILITY	
WORKERS' COMPENSATION				COVERAGE AFFORDED UNDER W.C. [redacted]	LIMIT OF LIABILITY-COV. B
				BODILY INJURY	PROPERTY DAMAGE
GENERAL LIABILITY	☐ COMPREHENSIVE FORM ☐ SCHEDULE FORM ☐ PRODUCTS COMPLETED OPERATIONS ☐ INDEPENDENT CONTRACTORS/CONTRACTORS PROTECTIVE ☐ CONTRACTUAL LIABILITY ☐			$ EACH OCCURRENCE $ AGGREGATE	$ EACH OCCURRENCE $ AGGREGATE
AUTO LIABILITY	☐ OWNED ☐ NON-OWNED ☐ HIRED			$ EACH PERSON $ EACH ACCIDENT OR OCCURRENCE	$ EACH ACCIDENT OR OCCURRENCE
OTHER					

LOCATION(S) OF OPERATIONS & JOB # (If Applicable) — DESCRIPTION OF OPERATIONS:

RECEIVED
JUL 10 1978
ASARCO INCORPORATED

NOTICE OF CANCELLATION: (NOT APPLICABLE UNLESS A NUMBER OF DAYS IS ENTERED BELOW). BEFORE THE STATED EXPIRATION DATE THE COMPANY WILL NOT CANCEL OR REDUCE THE INSURANCE AFFORDED UNDER THE ABOVE POLICIES PRIOR TO 10 DAYS AFTER NOTICE OF SUCH CANCELLATION OR REDUCTION HAS BEEN MAILED TO:

American Smelting & Refining Co.
P.O. Box 1111
El Paso, TX 79999

AUTHORIZED

DATED

OFFICE

This certificate is executed by LIBERTY MUTUAL INSURANCE COMPANY as respects such insurance as is afforded by That Company, it is executed by LIBERTY MUTUAL FIRE INSURANC

AEP 0007890

ROCKY MOUNTAIN BLASTING CO.

5407 NORTH MESA
EL PASO, TEXAS 79912

TELEPHONE 915/584-4460

MIKE MILLER

June 23, 1978

American Smelting & Refining Co.
P.O. Box 1111
El Paso, Texas 79999

ADDENDUM TO PROPOSAL

Additional Insurance Required:

GREAT SOUTHWEST FIRE INSURANCE COMPANY

_____

_____

_____

ROCKY MOUNTAIN BLASTING CO., INC.

By J. Michael Miller

President