

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

Asarco Construction or Repairs
Contract Form PD-19
Under \$100,000.00
Revised 5/75

CONTRACT FORANTIMONY PLANT CONVERSIONS

(Insert name of job)

ASARCO Incorporated's El Paso Plantat El Paso, Texas

(Insert town and state)

THIS AGREEMENT- made the 28th day of May, 1982,by and between Bowen Industries, Inc., whose address is2030 Texas Avenue, El Paso, Texas, 79901 (hereinafter called the

"Contractor") and ASARCO Incorporated, 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 (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 Antimony Plant Conversions (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:

Bowen Industries Proposal Dated May 5, 1982

Drawings:

(List Specifications and Drawings)

EP 31563 Rev 1	EP 31569 Rev 1	EP 31574 Rev 1	EP 31579 Rev 0
EP 31564 Rev 1	EP 31570 Rev 0	EP 31575 Rev 2	EP 31580 Rev 0
EP 31566 Rev 2	EP 31571 Rev 1	EP 31576 Rev 0	
EP 31567 Rev 3	EP 31572 Rev 1	EP 31577 Rev 0	
EP 31568 Rev 1	EP 31573 Rev 0	EP 31578 Rev 0	

Article 2. Time of Completion

The work shall be commenced June 7, 1982 and shall be substantially completed July 23, 1982.

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 Seventy-Seven Thousand Fifty-Seven And No/100 dollars, (\$ 77,057.00), lawful money of the United States, as follows:

On or about the 1st day of each calendar month, commencing July 1, 19 82, 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 Thirty 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, or 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) 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. Pavments Withheld

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

Article 5. Liens

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

Article 6. Title to the Work

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

Article 7. Inspection and Repair

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

Article 8. Protection by Contractor

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

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

Article 9. Contractor's Liability Insurance

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

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

Article 10. Indemnity by Contractor

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

Article 11. Owner's Responsibility for Certain Casualties

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

Article 12. Compliance with Laws and Ordinances

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

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

Article 13. Patents

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

Article 14. Changes in the Work

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

Article 15. Owner's Right to Terminate Contract

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

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

Article 16. Correction of Work after Payment

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

Article 17. Arbitration.

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

Article 18. Subcontracts

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

Article 19. Assignment

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

Article 20. Coordination of Work

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

Article 21. Undertakings by the Owner

The Owner agrees to obtain and pay for any permits, licenses and easements required for permanent structures or changes, and, to the extent practicable without interference with operations, to furnish the Contractor, free of charge, for its use during the construction, electricity, water, ~~NATURAL~~ 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 100 feet of the site, but the Contractor will be required to make the necessary connections, provide approved shut-off and safety devices and furnish and install all temporary lines required to bring them to the point of use.

Article 22. Applicable Law

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

Article 23. Entirety Clause

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

Article 24. Technical Information

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

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

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

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

Article 25. Additional Provisions

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

Any additional work will be performed in accordance with rates listed in Bowen Industries, Inc. Transmittal No. REW184:010182 dated January 1, 1982.

Article 26. Contractor Employee Blood Tests

Contractor shall, when requested by ASARCO and at ASARCO's expense, have blood samples taken from his employees. Contractor shall not permit any contractor employee who has a blood lead level deemed excessive by ASARCO to start work or continue to work, as the case may be. Such employee shall, at ASARCO's option, be removed from the job or assigned to other work areas of reduced lead exposure until such time as the employee's blood lead level is within an acceptable range as determined by ASARCO.

Article 27. OSHA Compliance by Contractor Employees

Contractor agrees to enforce all applicable regulations of the Occupational Safety and Health Administration (OSHA) with respect to his employees and to hold ASARCO harmless for any expense, loss or damage on account of any claim, demand or suit made by any person, including any contractor employee or OSHA, relating to a contractor employee's failure to comply with such regulations. Contractor agrees to remove from the subject job any employee who fails or refuses to comply with applicable health and safety regulations and practices and to assume full responsibility for these actions.

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

BOWEN INDUSTRIES, INC.

Contractor

By

Bruce J. Galt

Title

Vice-President

ASARCO Incorporated
Owner

By

J. D. Illue

ASARCO INC.

ASARCO ELP 0006811



Transmittal No. WAW101:050582

May 5, 1982

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

Attn: Mr. Carl Glaser

Re: Erection Proposal
Antimony Plant Conversion
BII Proposal No. MS-2800

Gentlemen:

Bowen Industries, Inc. is pleased to present this proposal to provide equipment, labor, and supervision for the erection of your Antimony Plant Conversion as shown on your drawings #31563 and #31564, both Revision #1. Our proposal includes the supply of concrete, rebar, and anchor bolts as required by your drawings #31566, Rev. 2; #31567, Rev. 3; #31568, Rev. 1 and #31569, Rev. 1. We have also included for the demolition of existing concrete foundations as necessary to install the new foundations.

We propose to erect the above listed work in accordance with your drawings and the specifications contained on your drawings for the lump sum price of Seventy-seven Thousand, Fifty-seven Dollars (\$77,057.00). Our price is firm for a period of thirty (30) days.

We have not included for electrical work, insulation or paint in our price. We would be pleased to quote these items to you provided drawings and specifications are available.

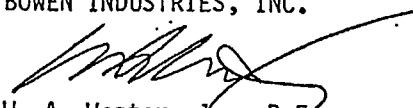
We are attaching a list of our unit labor and equipment rates to be used in pricing additional work should it become necessary. Payment for this work would be based on 90% of monthly estimates of work completed, with invoices due in full fifteen (15) days after receipt. The remaining 10% would be due and payable in full thirty (30) days after completion of the job.

ASARCO ELP 0006812

Bowen Industries, Inc. appreciates the opportunity to quote you on this work. We trust you will find our proposal attractive.

Very truly yours,

BOWEN INDUSTRIES, INC.



W. A. Wester, Jr., P.E.
Manager-Engineering & Estimating

WAW:ho

cc: J. N. Bowen
B. Yetter
R. E. Woodward
G. R. Gothard
File MS-2800

Transmittal No. REW184:010182

(Supersedes REW072:060281
dated June 2, 1981.)

January 1, 1982

To Whom it May Concern:

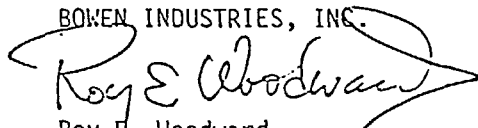
We, at Bowen Industries, Inc., have again reviewed our labor and equipment rates. We are adjusting our rates as per the enclosed pages with noted stipulations. The stipulations pertaining to these new rates are as follows:

1. Bowen Industries, Inc.'s policy is to rent all equipment manned with Bowen personnel only; no operated equipment will be rented to others without a Bowen operator.
2. Rates for equipment are based on on-site use only for extra work, work order changes and/or special conditions for which you might need a vehicle for off-loading purposes, etc. These rates are established for on-site clock hours as listed below:
 - Daily Rates - Based on eight (8) hour usage.
 - Weekly Rates - Based on forty (40) hour usage.
 - Monthly Rates - Based on one hundred and seventy-six (176) hour usage.
3. All shown rates are "WET"; insurance coverage, maintenance and consumables (unless noted) are included in these prices. "Consumables" include oxygen, acetylene, welding rods, grinding wheels, fuel, oil, grease and miscellaneous items.
4. All shown rates are for a normal eight-hour work period only. For daily overtime work, holidays or weekends, see "Operator" rates for overtime hours, which include the operator's salary, labor burdens and insurance.
5. These rates are effective within a forty-nine (49) mile radius of our yard located at 1133 Barranca Drive in El Paso, Texas. A delivery and pickup charge will be added to certain shown equipment prices at the rate of \$3.92 per road mile (one way only). A note by the equipment denotes vehicles to which this charge will apply.

6. For customers located fifty (50) road miles and beyond, use the appropriate labor schedule which includes employee per diem.
7. For customers within a forty-nine (49) mile radius, a minimum charge of four (4) hours will apply to all equipment and/or labor rates; for customers beyond the forty-nine (49) mile radius, a minimum charge of eight (8) hours will apply.
8. For third party rental equipment by Bowen for your firm, ten (10%) percent will be charged additionally, over and above the amounts invoiced to our firm.
9. All materials purchased by Bowen Industries, Inc. and used on your project will be charged out at cost plus seventeen (17%) percent for profit, plus applicable taxes.
10. All items will be invoiced on a weekly basis and are due in full within ten (10) calendar days after invoice date unless prior arrangements are made with Bowen Industries, Inc.'s management personnel.

Respectfully submitted,

BOWEN INDUSTRIES, INC.



Roy E. Woodward
Western Division Manager

REW:ho

Enclosures

1/1/82

LABOR HOURLY RATES

<u>CLASSIFICATION</u>	<u>EL PASO AREA- STANDARD TIME</u>	<u>50 MILE RADIUS AND BEYOND STANDARD TIME</u>	<u>ALL AREAS OVERTIME</u>
Project Manager	\$ 29.16	\$ 34.56	\$ 43.74
Project Engineer	22.68	28.08	34.02
Craft Foremen	25.92	30.62	38.88
Project Secretary	9.72	15.12	14.58
Journeyman Welders	19.44	24.34	29.16
Journeyman Electricians	18.63	24.03	27.95
Journeyman Riggers	17.01	22.41	25.52
Journeyman Carpenters	17.01	22.41	25.52
Journeyman Painters	17.01	22.41	25.52
Journeyman Concrete Masons	17.01	22.41	25.52
Journeyman Plumbers/Pipefitters	17.01	22.41	25.52
Journeyman Sheetmetal Mechanics	17.01	22.41	25.52
Journeyman Operators	15.39	20.79	22.08
Warehousemen	14.58	19.98	21.87
Helpers (All Crafts)	12.96	18.36	19.44
Laborers (Local)	11.34	11.34	17.01
HVAC Mechanic	18.50	23.90	27.75
Design Engineer	32.50	37.90	48.75

NOTE: All above rates include labor burdens,
and insurance.

1/1/82

EQUIPMENT RATES

<u>VEHICLE TYPE</u>	<u>DELIVERY CHARGE</u>	<u>HOURLY RATE</u>	<u>DAILY RATE</u>	<u>WEEKLY RATE</u>	<u>MONTHLY RATE</u>
1/2 Ton Pickup	No	\$ 4.62	\$ 35.00	\$ 169.00	\$ 642.00
1 Ton Welding Rig	No	12.50	95.00	465.00	1,800.00
1,600# Knuckle Crane	No	7.00	52.00	249.00	950.00
185 CFM Air Compressor (does not include accessories)	Yes	6.00	47.00	218.00	832.00
Gasoline Powered Water Pump	No	3.00	22.00	108.00	410.00
JD410 John Deere Backhoe	Yes	12.50	96.00	456.00	1,735.00
Mortar Grout Pump	No	2.00	14.50	69.00	261.00
Sandblasting Machine (less consumables and compressor)	No	.50	4.25	19.00	71.00
Peterbilt Tractor with Trailer	No	32.00	244.00	1,164.00	4,450.00
8,000# Forklift	Yes	15.00	95.00	455.00	1,734.00
Storage Van	Yes	-	20.00	96.00	368.00
Office Trailer	Yes	-	23.00	112.00	428.00
15 Ton (cherry picker) Crane	Yes	29.50	230.00	1,125.00	4,376.00
50 Ton Grove Crane	Yes	66.75	516.00	2,492.00	10,573.00
Peterbilt Tractor with Trailer (per road mile)	No	2.36			
3 Ton Diesel Truck	No	1.35 per road mile or \$9.00 per clockhour on site.			
Dump Truck	No	8.00			
Portable Welder	No	3.92			

NOTE: The above rates do not include labor with the exception of the Peterbilt Tractor. See Page 1 for maximum usage hours which pertain to the above rates.

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 _____

Bowen Industries, Inc

THESE POLICIES ARE NOW IN FORCE, COVERING WORK BY THE ASSURED FOR AMERICAN SMELTING AND REFINING COMPANY ON CONTRACT Antimony Plant Conversions
 AT El Paso, Texas 79999 Asarco, Inc. P.O. Box 1111 ATTN: Mr. Carl Glaser

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: P.A. DeSantis PLANT MANAGER.

KIND OF INSURANCE	DESCRIPTION OF POLICY			REQUIRED MINIMUM
	NUMBER	EXPIRES	LIMITS OF LIABILITY	
CONTRACTOR'S PUBLIC LIABILITY (COMPREHENSIVE INCLUDING CONTRACTUAL)*	60AL419182CNH			
BODILY-INJURY		6-1-83	EACH OCCURRENCE \$ 500,000	\$300,000
PROPERTY-DAMAGE			EACH OCCURRENCE \$ 250,000	\$ 25,000
CONTRACTOR'S PROTECTIVE LIABILITY	60AL419182CNH			
BODILY-INJURY		6-1-83	EACH OCCURRENCE \$ 500,000	\$300,000
PROPERTY-DAMAGE			EACH OCCURRENCE \$ 250,000	\$ 25,000
AUTOMOBILE	60AL419181CNH			
BODILY-INJURY		6-1-83	EACH PERSON \$ 250,000 EACH OCCURRENCE \$ 500,000	\$100,000 \$300,000
PROPERTY-DAMAGE			EACH OCCURRENCE \$ 100,000	\$ 25,000
WORKMEN'S COMPENSATION AND EMPLOYER'S LIABILITY	60CB17145CPS	6-1-83		COMPLY WITH APPLICABLE STATE LAW
			EACH OCCURRENCE \$ 100,000	\$ 25,000

DATE May 28, 1982Goldfarb Insurance Agency

INSURANCE COMPANY

El Paso

CITY

Texas

STATE

Robert F. Goldfarb

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 0006818

ASARCO

El Paso Plant

June 7, 1982

Mr. F. O' Wittwer
New York Purchasing

RE: EP24 NY12H-0716
ANTIMONY PLANT DEMOLITION

James & Luther Inc. encountered a large mass of concrete under the old baghouses during demolition on the above referenced job. The concrete evidently was placed to fill voids and halt settlement of the baghouses and was not shown on any of our drawings. Please issue change order No. 1 in the amount of \$1,922.90 to cover the additional work required to remove this concrete. A copy of field change order No. 0051 is enclosed.



CARL GLASER

CG:ilt
cc: PADeSantis
ROCovington

ASARCO ELP 0006819

EP-26

Mr. R. Knieriem

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

Copies Of Bid Tabulation, Quotations, Drawings & Specification Attached.
Please Place Order With B & D Iron Works.

This Requisition Is Issued To Cover Structural Steel And Duct
Work Fabrication For Our Antimony Plant Modification In
Accordance With Specification 4.0 Painting (Section 5.1) &
Drawings EP 31563, EP 31564, EP 31570 Thru EP 31578, SLC 25048,
SLC 25049, EP 31362.

Note: Expansion Joints, Dampers, Baghouse & Scrubber By Others.
Billing Must Be Broken Down According To ASARCO Chart
Of Accounts.

May 14, 1982

CONSTRUCTION 614 ANTIMONY

May 14, 1982

ASARCO ELP 0006820

Proposal

Page No. of Pages

B & D IRON WORKS

4034 Harrison
EL PASO, TEXAS 79930
(915) 562-4238

PROPOSAL SUBMITTED TO A S A R C O		PHONE 532-7964 ext. 55	DATE May 10, 1982
STREET		JOB NAME Antimony Plant Conversion	
CITY, STATE AND ZIP CODE El Paso, TX		JOB LOCATION El Paso Plant	
ARCHITECT ASARCO, Inc.	DATE OF PLANS 1-25-82	JOB PHONE	

We hereby submit specifications and estimates for:

Fabricate and deliver all items listed below.

MK-31577-D	MK-31575-D	MK-31573-E Flange
MK-31578-A 70'-0 ³ / ₄	MK-31578-N	MK-31578-W
MK-31578-F	MK-31578-K	MK-31578-S
MK-31578-K	MK-31578-C -48'-10	MK-31578-Q
MK-31578-B	MK-31578-V	MK-31578-T
MK-31578-L	MK-31578-M	MK-31578-F
MK-31571-A	MK-31578-O	*MK-31577-B Flange
MK-31575-B	MK-31573-D	*MK-31577-A
MK-31575-F	MK-31573-A	*MK-31578-R
MK-31575-C	MK-31573-B	*MK-31577-C
	MK-31573-C (4)	*MK-31576-A
MK-31574-C		
MK-31578-K	MK-31570 Scrubber Tower and Flue	
MK-31578-E	MK-31571 Fan Tower and Flue	
MK-31574-A	MK-31572 Scrubber Tower and Flue	
MK-31574-B		

All items shown have 3 coats of Dupont paint as per specifications.

*These items are stainless steel.

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

Ninety thousand and no/100 dollars (\$ 90,000.00).

Payment to be made as follows:

Completion draws

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

Authorized
Signature

Dwight N. Bond
Dwight N. Bond

Note: This proposal may be withdrawn by us if not accepted within 10 working days.

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

Date of Acceptance: _____

Signature _____

Signature _____

Proposal

Page No. _____ of _____ Pages

B & D IRON WORKS

4034 Harrison
EL PASO, TEXAS 79930
(915) 562-4238

PROPOSAL SUBMITTED TO A S A R C O		PHONE 532-7964 ext.55	DATE May 11, 1982
STREET		JOB NAME Antimony Plant Conversion	
CITY, STATE AND ZIP CODE El Paso, TX		JOB LOCATION El Paso Plant	
ARCHITECT ASARCO, Inc.	DATE OF PLANS 1-25-82	JOB PHONE	

We hereby submit specifications and estimates for:

* Addendum to original proposal.

MK-31578-J - 9'-2 1/2"

MK-31578-R 3'-7 1/2"

Roughly 13 L.F. stainless steel @ \$110.00 per L.F.

TOTAL - 12'-10 5/16" x 110 00/100 = 12.80 x 110 1414.00

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

Payment to be made as follows: _____ dollars (\$ _____).

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

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Proposal

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4034 Harrison
EL PASO, TEXAS 79930
(915) 562-4238

PROPOSAL SUBMITTED TO A S A R C O		PHONE 532-7964 ext.55	DATE May 11, 1982
STREET		JOB NAME Antimony Plant Conversion	
CITY, STATE AND ZIP CODE El Paso, TX		JOB LOCATION El Paso Plant	
ARCHITECT ASARCO, Inc.	DATE OF PLANS 1-25-82	JOB PHONE	

We hereby submit specifications and estimates for:

* Addendum to original proposal.

MK-31578-J - 9'-2 3/4"

MK-31578-R 3'-7 1/2"

Roughly 13 L.F. stainless steel @ \$110.00 per L.F.

TOTAL - 12'-10 5/16" x 110 00/100 = 12.36 x 110 = 1414.60

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

Payment to be made as follows: _____ dollars (\$ _____).

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4034 Harrison
EL PASO, TEXAS 79930
(915) 562-4238

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STREET		JOB NAME Antimony Plant Conversion	
CITY, STATE AND ZIP CODE El Paso, TX		JOB LOCATION El Paso Plant	
ARCHITECT ASARCO, Inc.	DATE OF PLANS 1-25-82	JOB PHONE	

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Fabricate and deliver all itmes listed below.

MK-31577-D	MK-31575-D	MK-31573-E Flange
MK-31578-A	MK-31578-N	MK-31578-W
MK-31578-F	MK-31578-K	MK-31578-S
MK-31578-K	MK-31578-C	MK-31578-Q
MK-31578-B	MK-31578-V	MK-31578-T
MK-31578-L	MK-31578-M	MK-31578-F
MK-31571-A	MK-31578-O	*MK-31577-B Flange
MK-31575-B	MK-31573-D	*MK-31577-A
MK-31575-F	MK-31573-A	*MK-31578-E
MK-31575-C	MK-31573-B	*MK-31577-C
	MK-31573-C (4)	*MK-31576-A
MK-31574-C		
MK-31578-K	MK-31570 Scrubber Tower and Flue	
MK-31578-E	MK-31571 Fan Tower and Flue	
MK-31574-A	MK-31572 Scrubber Tower and Flue	
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All items shown have 3 coats of Dupont paint as per specifications.

*These items are stainless steel.

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Signature _____

Signature _____

Proposal

Page No.

of

Pages

B & D IRON WORKS

4034 Harrison
EL PASO, TEXAS 79930
(915) 562-4238

PROPOSAL SUBMITTED TO A S A R C O		PHONE 532-7964 ext.55	DATE May 11, 1982
STREET		JOB NAME Antimony Plant Conversion	
CITY, STATE AND ZIP CODE El Paso, TX		JOB LOCATION El Paso Plant	
ARCHITECT ASARCO, Inc.	DATE OF PLANS 1-25-82	JOB PHONE	

We hereby submit specifications and estimates for:

* Addendum to original proposal.

MK-31578-J - 9'-2³/₄"

MK-31578-R. 3'-7¹/₂"

Roughly 13 L.F. stainless steel @ \$110.00 per L.F.

TOTAL - 12'-10⁵/₁₆" x 110[∞]/_{FT} = 12.8L x 110 = 1414.60

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

Payment to be made as follows: _____ dollars (\$ _____).

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Authorized Signature

Dwight N. Bond
Dwight N. Bond

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

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

Date of Acceptance: _____

Signature _____

Signature _____

REQUEST FOR QUOTATION

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

INQUIRY NUMBER
1842
April 5, 1982

SEMCO
P. O. DRAWER LL
CARLSBAD, NEW MEXICO 88220

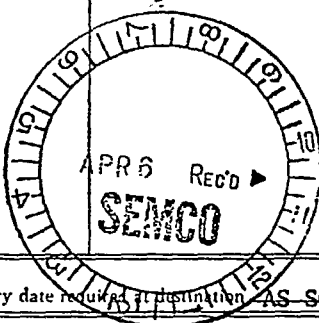
Shipping Date Promised	approx. 14 wks.
Terms of Payment	1% - 10 days - Net 30
Point of Shipment	Carlsbad, NM
F.O.B. Point	El Paso, Texas
Freight Rate	
If quotation is f.o.b. shipping point freight rate and weight must be shown.	

DESTINATION EL PASO SMELTING WORKS, EL PASO, TEXAS 79999

Please quote on the following and indicate in the spaces provided above and below the required information.

QUANTITY	ARTICLES	ITEMIZED PRICES
	FURNISH LABOR, MATERIAL & EQUIPMENT, TO FABRICATE STRUCTURAL STEEL, PLATEWORK, PLATFORMS, STAIRS, GRATING ETC. PER THE FOLLOWING SPECIFICATION & DRAWING: SPECIFICATION 4.0 PAINTING (SECTION 5.1) EP 31563, EP 31564 EP 31570, Thru EP 31578 SLC 25048 SLC 25049 SLC 31382 NOTE: EXPANSION JOINTS, DAMPERS BAGHOUSE & SCRUBBER BY OTHERS. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO BILL ACCORDING TO THE ASARCO CHART OF ACCOUNTS. PLEASE INDICATE FABRICATION TIME & TONNAGE; CLOSING DATE: 4-23-82.	\$ 121,900.00

THIS IS NOT AN ORDER



EQUIPMENT, SUPPLIES AND SERVICES
SUPPLIED BY YOU MUST MEET FEDERAL
GOVERNMENT OSHA STANDARDS.

PLEASE QUOTE UNIT
PRICES AND DELIVERY

Delivery date required at destination AS SOON AS POSSIBLE

All federal, state and local taxes which will be charged to or will be reimbursed by Buyer must be separately shown on Bidder's quotation.
All taxes not so specified must be paid by Seller and not charged to Buyer.

R. O. Covington

R. O. COVINGTON, Supply Agent

One copy of this form must be signed and returned to us and in event of acceptance, a purchase order will be sent to you.

We hereby offer to sell the above materials on the terms inserted for that purpose and on the conditions printed on the back hereof.

Southwestern Engineering & Machining Corp.

4-27-82

By *James D. Ridgway, V.P.*
Company

P.O. Drawer "11"

Date

Address

ASARCO ELP 0006826



Bowen Industries, Inc.

Contractors & Engineers
Corporate Offices
2030 Texas Avenue
El Paso, Texas 79901
A/C (915) 533-9854
Offices in Other Major Cities

Transmittal No. WAW099:042882

April 28, 1982

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

Attn: Mr. Carl Glaser

Re: Structural and Duct Fabrication
Antimony Plant Conversion
BII Proposal No. MS-2300

Gentlemen:

Bowen Industries, Inc. is pleased to present this proposal to supply, fabricate, paint and deliver structural steel and duct work as shown on your drawings for the Antimony Plant Conversion as listed below:

Drawing No.	Rev.
31570	0
31571	1
31572	1
31573	0
31574	1
31575	2
31576	0
31577	0
31578	0

We propose to perform the above listed work in accordance with the drawings and paint specifications supplied to us for the lump sum price of One Hundred Twenty-four Thousand, Seven Hundred Seventy-one Dollars (\$124,771.00). Our price is firm for a period of thirty (30) days.

We have included in our price all items marked "Hold" on the drawings. We have included for the supply of bolts for both structural and duct work. For the structural work we have included for shop assembly of the ladders and the flue tower support. The balance of the structural items will be detailed for field assembly.

Our price includes for cleaning and painting in accordance with Section 5.1 of your Specification for Painting 4.0. Our schedule for this work indicates start shipment five weeks after receipt of your notice to proceed, with shipment complete in ten to twelve weeks after notice to proceed.

Payment for this work would be based on ninety (90%) percent of monthly estimates for material received and work completed, with invoices due in full fifteen (15) days after receipt. The remaining 10% would be due and payable in full thirty (30) days after delivery of the final shipment.

Bowen Industries, Inc. appreciates the opportunity to quote you on this work. We trust you will find our proposal attractive.

Very truly yours,

BOWEN INDUSTRIES, INC.



W. A. Wester, Jr., P.E.
Manager-Engineering & Manufacturing

WAW:ho

cc: J. N. Bowen
B. Yetter
R. E. Woodward
G. R. Gothard
File MS-2300

Cyprus Specialty Steel Company

1500 South 7th Street
Phoenix, Arizona 85001
Telephone (602) 258-3441

Post Office Box 1552

April 23, 1982

ASARCO Incorporated
P. O. Box 1111
El Paso, TX 79999

ATTENTION: Mr. R. O. Covington
Supply Agent

SUBJECT: ASARCO #1842
Cyprus Estimate #82-149

Gentlemen:

We propose to furnish, and fabricate structural steel, platforms, stairs, grating and miscellaneous work and the plate ductwork per the following specifications and drawings: EP-31563, EP-31564, EP-31570 through EP-31578, SCL-25048, SCL-25049, SCL-31382 and specifications 4.0 painting (Section 5.1) except as noted below:

Item No. 1 - Antimony Plant conversions vent ducting lot price of
\$95,713.00.

Item No. 2 - Antimony Plant conversions vent structural support and
miscellaneous, lot price of
\$31,653.00.

Total Items 1 and 2 -- \$127,366.00.

FREIGHT

The above prices are F.O.B. trucks, Asarco Plant, El Paso, Texas.

TAXES

All taxes are excluded.

TERMS

Progressive monthly payments.

CYPRUS

ASARCO ELP 0006829

April 23, 1982

ASARCO Incorporated
P. O. Box 1111
El Paso, TX 79999

Page 2

TIME OF VALIDITY

Our proposal may be considered as firm if accepted within 30 days.

DELIVERY

We can commence delivery 10 weeks after receipt of the order and drawings approved for fabrication.

We request that you advise us if the proposed schedule is not satisfactory, in order that we might adjust our proposed schedule accordingly. We are confident that a mutually satisfactory shop fabrication schedule can be arranged.

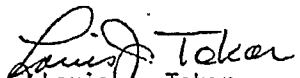
CLARIFICATIONS

1. All expansion joints provided by others.
2. All elbows will be shop fabricated.
3. Stainless steel will be 316SS
4. All other steel will be A-36
5. Prices based on performing work prior to August 1, 1982.

We wish to thank you for the opportunity of quoting on this work and trust that you will find our proposal attractive. If you have any questions or should require additional information, we urge you to call upon us.

Very truly yours,

CYPRUS SPECIALTY STEEL COMPANY


Louis J. Tokar
REgional Sales Manager

LJT:ec

CYPRUS

ASARCO ELP 0006830

REQUEST FOR QUOTATION

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

INQUIRY NUMBER

1842
April 5, 1982

THE SANKEEN CORPORATION
P. O. BOX 19069
PHOENIX, ARIZONA 85005

Shipping Date Promised 12-14 WEEKS
Terms of Payment NET 10% PROX
Point of Shipment PHX, AZ
F.O.B. Point EL PASO, TEXAS
Freight Rate _____

If quotation is f.o.b. shipping point freight rate and weight must be shown.

DESTINATION EL PASO SMELTING WORKS, EL PASO, TEXAS 79999

Please quote on the following and indicate in the spaces provided above and below the required information.

QUANTITY	ARTICLES	ITEMIZED PRICES
	FURNISH LABOR, MATERIAL & EQUIPMENT TO FABRICATE STRUCTURAL STEEL, PLATEWORK, PLATFORMS, STAIRS, GRATING ETC. PER THE FOLLOWING SPECIFICATION & DRAWING: SPECIFICATION 4.0 PAINTING (SECTION 5.1) EP 31563, EP 31564 EP 31570, Thru EP 31578 SLC 25048 SLC 25049 SLC 31382 NOTE: EXPANSION JOINTS, DAMPERS BAGHOUSE & SCRUBBER BY OTHERS. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO BILL ACCORDING TO THE ASARCO CHART OF ACCOUNTS. PLEASE INDICATE FABRICATION TIME & TONNAGE. CLOSING DATE: 4-23-82. EQUIPMENT, SUPPLIES AND SERVICES SUPPLIED BY YOU MUST MEET FEDERAL GOVERNMENT OSHA STANDARDS.	PLEASE QUOTE UNIT PRICES AND EXTENSIONS \$155,733.00

THIS IS NOT AN ORDER

Delivery date required at destination AS SOON AS POSSIBLE

All federal, state and local taxes which will be charged to or will be reimbursed by Buyer must be separately shown on Bidder's quotation.
All taxes not so specified must be paid by Seller and not charged to Buyer.

R. O. Covington

R. O. COVINGTON, Supply Agent

One copy of this form must be signed and returned to us and in event of acceptance, a purchase order will be sent to you.

We hereby offer to sell the above materials on the terms inserted for that purpose and on the conditions printed on the back hereof.

By THE SANKEEN CORPORATION
James E. Helton
Company

APRIL 26, 1982
P.O. Box 19069 Phoenix, AZ 85005
Date Address

ASARCO ELP 0006831

Proposal

Page No. of Pages

B & D IRON WORKS

4034 Harrison
EL PASO, TEXAS 79930
(915) 562-4238

PROPOSAL SUBMITTED TO A S A R C O		PHONE 532-7964 ext. 55	DATE May 10, 1982
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CITY, STATE AND ZIP CODE El Paso, TX		JOB LOCATION El Paso Plant	
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MK-31578-A	MK-31578-N	MK-31578-W
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MK-31578-B	MK-31578-V	MK-31578-T
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MK-31571-A	MK-31578-O	*MK-31577-B Flange
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MK-31575-F	MK-31573-A	*MK-31578-R
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MK-31574-C		
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MK-31578-E	MK-31571 Fan Tower and Flue	
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Authorized
Signature

Dwight N. Bond
Dwight N. Bond

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Signature

Date of Acceptance: _____

Proposal

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4034 Harrison
EL PASO, TEXAS 79930
(915) 562-4238

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Dwight N. Bond
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Signature _____

Signature _____

REQUEST FOR QUOTATION

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

INQUIRY NUMBER

1842
April 5, 1982

SEMCO
P. O. DRAWER LL
CARLSBAD, NEW MEXICO 88220

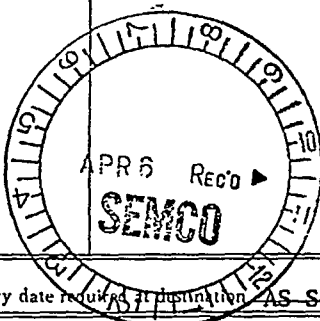
Shipping Date Promised	approx. 14 wks.
Terms of Payment	1% - 10 days - Net 30
Point of Shipment	Carlsbad, NM
F.O.B. Point	El Paso, Texas
Freight Rate	
If quotation is f.o.b. shipping point freight rate and weight must be shown.	

DESTINATION EL PASO SMELTING WORKS, EL PASO, TEXAS 79999

Please quote on the following and indicate in the spaces provided above and below the required information.

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	EQUIPMENT, SUPPLIES AND SERVICES SUPPLIED BY YOU MUST MEET FEDERAL GOVERNMENT OSHA STANDARDS.	

THIS IS NOT AN ORDER



PLEASE QUOTE UNIT
PRICES AND MATERIALS

Delivery date required at destination AS SOON AS POSSIBLE

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R. O. Covington

R. O. COVINGTON, Supply Agent

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Southwestern Engineering & Machining Corp.

4-27-82

By *James D. Ridgway, V.P.*

P.O. Drawer "LL"

Date

Address

ASARCO ELP 0006835



Bowen Industries, Inc.

Contractors & Engineers
Corporate Offices
2030 Texas Avenue
El Paso, Texas 79901
A/C (915) 533-9854
Offices in Other Major Cities

Transmittal No. WAW099:042882

April 28, 1982

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

Attn: Mr. Carl Glaser

Re: Structural and Duct Fabrication
Antimony Plant Conversion
BII Proposal No. MS-2300

Gentlemen:

Bowen Industries, Inc. is pleased to present this proposal to supply, fabricate, paint and deliver structural steel and duct work as shown on your drawings for the Antimony Plant Conversion as listed below:

Drawing No.	Rev.	0
31570		0
31571		1
31572		1
31573		0
31574		1
31575		2
31576		0
31577		0
31578		0

We propose to perform the above listed work in accordance with the drawings and paint specifications supplied to us for the lump sum price of One Hundred Twenty-four Thousand, Seven Hundred Seventy-one Dollars (\$124,771.00). Our price is firm for a period of thirty (30) days.

We have included in our price all items marked "Hold" on the drawings. We have included for the supply of bolts for both structural and duct work. For the structural work we have included for shop assembly of the ladders and the flue tower support. The balance of the structural items will be detailed for field assembly.

ASARCO ELP 0006836

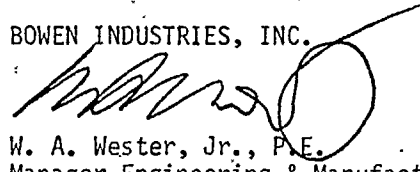
Our price includes for cleaning and painting in accordance with Section 5.1 of your Specification for Painting 4.0. Our schedule for this work indicates start shipment five weeks after receipt of your notice to proceed, with shipment complete in ten to twelve weeks after notice to proceed.

Payment for this work would be based on ninety (90%) percent of monthly estimates for material received and work completed, with invoices due in full fifteen (15) days after receipt. The remaining 10% would be due and payable in full thirty (30) days after delivery of the final shipment.

Bowen Industries, Inc. appreciates the opportunity to quote you on this work. We trust you will find our proposal attractive.

Very truly yours,

BOWEN INDUSTRIES, INC.



W. A. Wester, Jr., P.E.
Manager-Engineering & Manufacturing

WAW:ho

cc: J. N. Bowen
B. Yetter
R. E. Woodward
G. R. Gothard
File MS-2300

Cyprus Specialty Steel Company

1500 South 7th Street
Phoenix, Arizona 85001
Telephone (602) 258-3441

Post Office Box 1552

April 23, 1982

ASARCO Incorporated
P. O. Box 1111
El Paso, TX 79999

ATTENTION: Mr. R. O. Covington
Supply Agent

SUBJECT: ASARCO #1842
Cyprus Estimate #82-149

Gentlemen:

We propose to furnish, and fabricate structural steel, platforms, stairs, grating and miscellaneous work and the plate ductwork per the following specifications and drawings: EP-31563, EP-31564, EP-31570 through EP-31578, SCL-25048, SCL-25049, SCL-31382 and specifications 4.0 painting (Section 5.1) except as noted below:

Item No. 1 - Antimony Plant conversions vent ducting lot price of

\$95,713.00.

Item No. 2 - Antimony Plant conversions vent structural support and miscellaneous, lot price of

\$31,653.00.

Total Items 1 and 2 -- \$127,366.00.

FREIGHT

The above prices are F.O.B. trucks, Asarco Plant, El Paso, Texas.

TAXES

All taxes are excluded.

TERMS

Progressive monthly payments.

CYPRUS

ASARCO ELP 0006838

April 23, 1982

ASARCO Incorporated
P. O. Box 1111
El Paso, TX 79999

Page 2

TIME OF VALIDITY

Our proposal may be considered as firm if accepted within 30 days.

DELIVERY

We can commence delivery 10 weeks after receipt of the order and drawings approved for fabrication.

We request that you advise us if the proposed schedule is not satisfactory, in order that we might adjust our proposed schedule accordingly. We are confident that a mutually satisfactory shop fabrication schedule can be arranged.

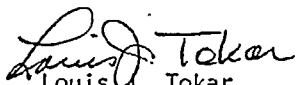
CLARIFICATIONS

1. All expansion joints provided by others.
2. All elbows will be shop fabricated.
3. Stainless steel will be 316SS
4. All other steel will be A-36
5. Prices based on performing work prior to August 1, 1982.

We wish to thank you for the opportunity of quoting on this work and trust that you will find our proposal attractive. If you have any questions or should require additional information, we urge you to call upon us.

Very truly yours,

CYPRUS SPECIALTY STEEL COMPANY


Louis J. Tokar
Regional Sales Manager

LJT:ec

CYPRUS

ASARCO ELP 0006839

REQUEST FOR QUOTATION

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

INQUIRY NUMBER

1842
April 5, 1982

THE SANKEEN CORPORATION
P. O. BOX 19069
PHOENIX, ARIZONA 85005

Shipping Date Promised 12-14 WEEKS
Terms of Payment NET 10% ADV
Point of Shipment PHX, AZ
F.O.B. Point EL PASO, TEXAS
Freight Rate _____
If quotation is f.o.b. shipping point freight rate and weight must be shown.

DESTINATION EL PASO SMELTING WORKS, EL PASO, TEXAS 79999

Please quote on the following and indicate in the spaces provided above and below the required information.

QUANTITY	ARTICLES	ITEMIZED PRICE
	FURNISH LABOR, MATERIAL & EQUIPMENT TO FABRICATE STRUCTURAL STEEL, PLATEWORK, PLATFORMS, STAIRS, GRATING ETC. PER THE FOLLOWING SPECIFICATION & DRAWING: SPECIFICATION 4.0 PAINTING (SECTION 5.1) EP 31563, EP 31564 EP 31570, Thru EP 31578 SLC 25048 SLC 25049 SLC 31382 NOTE: EXPANSION JOINTS, DAMPERS BAGHOUSE & SCRUBBER BY OTHERS. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO BILL ACCORDING TO THE ASARCO CHART OF ACCOUNTS. PLEASE INDICATE FABRICATION TIME & TONNAGE, CLOSING DATE: 4-23-82. EQUIPMENT, SUPPLIES AND SERVICES SUPPLIED BY YOU MUST MEET FEDERAL GOVERNMENT OSHA STANDARDS.	PLEASE QUOTE UNIT PRICES AND EXTENSIONS \$155,733.00

THIS IS NOT AN ORDER

Delivery date required at destination AS SOON AS POSSIBLE

All federal, state and local taxes which will be charged to or will be reimbursed by Buyer must be separately shown on Bidder's quotation.
All taxes not so specified must be paid by Seller and not charged to Buyer.

R. O. Covington

R. O. COVINGTON, Supply Agent

One copy of this form must be signed and returned to us and in event of acceptance, a purchase order will be sent to you.

We hereby offer to sell the above materials on the terms inserted for that purpose and on the conditions printed on the back hereof.

THE SANKEEN CORPORATION
By Joseph E. Telford
Company

APRIL 26, 1982
P.O. Box 19069 Phoenix, AZ 85005
Date Address

ASARCO ELP 0006840

ASARCO, Incorporated

FORM # INSURANCE-1 Revised 3 75

INSURANCE-CERTIFICATE

ASARCO, Incorporated REQUIREMENTS FOR CONTRACTORS AND SUBCONTRACTORS.

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

B & D Ironwork

THESE POLICIES ARE NOW IN FORCE, COVERING WORK BY THE ASSURED FOR ASARCO, Incorporated

ON CONTRACT General Plant WorkAT 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 ASARCO, Incorporated.

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	5405383674	3/26/83	EACH OCCURRENCE \$ 500,000	\$300,000
PROPERTY-DAMAGE	5405383674	3/26/83	EACH OCCURRENCE \$ 100,000	\$ 25,000
CONTRACTOR'S PROTECTIVE LIABILITY*				
BODILY-INJURY	5405383674	3/26/83	EACH OCCURRENCE \$500,000	\$300,000
PROPERTY-DAMAGE	5405383674	3/26/83	EACH OCCURRENCE \$100,000	\$ 25,000
AUTOMOBILE				
BODILY-INJURY	5405383674	3/26/83	EACH PERSON \$250,000 EACH OCCURRENCE \$500,000	\$100,000 \$300,000
PROPERTY-DAMAGE	5405383674	3/26/83	EACH OCCURRENCE \$ 100,000	\$ 25,000
WORKMEN'S COMPENSATION				COMPLY WITH APPLICABLE STATE LAW
AND	408224946	3/26/83		
EMPLOYER'S LIABILITY			EACH OCCURRENCE \$100,000	\$ 25,000

DATE _____

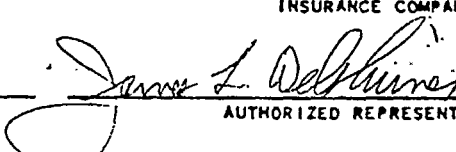
Westchester Fire, Ins., Co.

United States Fire

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 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 0006841



Bowen Industries, Inc.

Contractors & Engineers
Corporate Offices
P. O. Box Z
El Paso, Texas 79952
A/C (915) 533-9854
Offices in Other Major Cities

Transmittal No. WAW145:071682

July 16, 1982

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

RE: ANTIMONY PLANT INSULATION
BOWEN INDUSTRIES, INC. Proposal MS-2900

Gentlemen:

BOWEN INDUSTRIES, INC. is pleased to present this proposal to provide the thermal insulation for the duct work we are installing at the ANTIMONY PLANT conversion.

We would provide this insulation for a lump sum price of \$38,111.00. Our insulation sub-contractor for this work would be Temp-Con of El Paso. The scheduling and supervision of the sub-contractor would be the responsibility of BOWEN INDUSTRIES, INC.

The insulation we propose to install would be three-inch thick(3"), six pound per square foot mineral wool boards, weather-proofed with .016 inch aluminum jacketing. Work would be done in a neat and workman-like manner with all work being performed during normal straight-time working hours.

We will invoice for this work on a monthly basis, based on the percentage of work complete with invoices due and payable in full ten(10) days after presentation.

We appreciate the opportunity to quote you on this work and trust that this is the information that you need at this time.

Very truly yours,

BOWEN INDUSTRIES, INC.

TERRY MORELAND
AREA MANAGER

TLM:rc

cc: J. N. BOWEN
ROY WOOWARD
W. A. WESTER
JOB FILE MS-2900



Bowen Industries, Inc.

Contractors & Engineers
Corporate Offices
2030 Texas Avenue
El Paso, Texas 79901
A/C (915) 533-9854
Offices in Other Major Cities

Transmittal No. TLM130:070982

July 9, 1982

Mr. Jerry Smith
ASARCO
P. O. Box 1111
El Paso, Texas 79999

Re: Antimony Plant Revisions
Insulation Work
BII Project No. MS-2800

Dear Mr. Smith:

We have taken quotations for the thermal insulation work on the above project, and they are as follows:

Selle Insulation Company	\$ 54,567.00
William E. Wonders, Inc.	38,646.00
A-A Insulation Company	35,950.00
Temp-Con, Inc.	34,646.00

Temp-Con, Inc. is well known to Bowen Industries, Inc. We have worked with them on several projects and consider them to be a capable and professional insulation firm. We, therefore, recommend that they be awarded the insulation contract on this project.

Sincerely,

BOWEN INDUSTRIES, INC.

Terry L. Moreland
Area Coordinator

TLM:ho

cc: J. N. Bowen
File MS-2800

ASARCO ELP 0006843

INSULATION & SPECIALTY
CONTRACTORS

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

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

July 6, 1982

Bowen Industries, Inc.
1133 Barranca
El Paso, Texas 79935

Attention: Mr. Terry Moreland

Reference: Thermal Insulation
Asarco
Antimony Plant Revisions

Temp-Con, Inc. Proposal Number: 341/82

Dear Mr. Moreland:

We are pleased to present this proposal for your consideration.

We propose to furnish all labor, material, tools, equipment and supervision to complete the applied thermal insulation in accordance with your inquiry.

All work will be performed in accordance with your insulation schedule dated June 28, 1982.

All surfaces requiring insulation will be covered with 3" thick 6# per square foot mineral wool board and weatherproofed with .016 aluminum jacketing.

Total lump sum price-----\$34,646.00

All work will be performed in a neat and workmanlike manner.

Pricing is based on all work being performed during normal straight time working hours.

We appreciate this opportunity to be of service and look forward to working with you on this project,

Yours truly,

Fred N. McGehee, Sr.

Fred N. McGehee, Sr.

FNM/ctd

MEMBER OF
NICA
NATIONAL INSULATION
CONTRACTORS ASSOCIATION



ASARCO ELP 0006844

Proposal

Page No. of Pages

A-A INSULATION

6304 WESTWIND
EL PASO, TEXAS 79912
915 / 584-6266

PROPOSAL SUBMITTED TO <i>BOWEN INDUSTRIES INC</i>		PHONE <i>545-4100</i>	DATE <i>7-8-82</i>
STREET <i>1135 BARRANCA</i>		JOB NAME <i>ANTHONY Plant Revisions</i>	
CITY, STATE AND ZIP CODE <i>EL PASO TEXAS 79935</i>		JOB LOCATION <i>EL PASO TEXAS</i>	
ARCHITECT <i>ASARCO</i>	DATE OF PLANS <i>6-28-82</i>	JOB PHONE	

We hereby submit specifications and estimates for:

Labor and materials for the insulation of Duct from
Furnace to Spray Dryer - outlet of Spray Dryer to Back House
1st Duct - Back House inlet Duct. Entire Back House and
Hoppers - Back House outlet Duct to E.P. - 4,
MISC 3" PIPE & P SCRUBBED WITH
3" THICK E.T.R. Black WOLL AND FINISH WITH
0.06 ALUMINUM JACKET.



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

Three Thousand Nine Hundred Fifty Five dollars (\$ *3,955.00*)
Payment to be made as follows:

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

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

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

Date of Acceptance: _____

Signature _____
Signature _____



William E. Wonders, Inc.

3236 N. ARNOULT RD. (FAT CITY)
METAIRIE, LOUISIANA 70002
(504) 888-5780



WILLIAM E. WONDERS
PRESIDENT

July 6, 1982



Bowen Industries
1133 Barranca
El Paso, Texas 79935

Attention: Mr. Terry Moreland

Reference: Antimony Plant Revisions

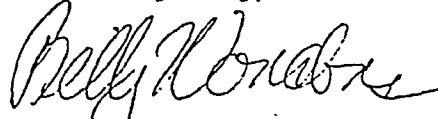
Dear Sir,

We are pleased to offer this proposal to install insulation on the equipment, duct and piping in accordance with drawings and specifications furnished.

Our lump sum price is: \$38,646.00.

Thank you for the opportunity to quote on your insulation requirements.

Yours very truly,


Billy Wonders

BW/sd

ASARCO ELP 0006846



SELLE INSULATION COMPANY

Houston 7344 Stiles Lubbock
El Paso, Texas 79915
(915) 772-8525



July 9, 1982

Bowen Industries, Inc.
1133 Barranca
El Paso, Texas 79935

Attn: Mr. Terry Moreland

Re: Antimony Plant Conversion
Asarco Plant
El Paso, Texas

Gentlemen:

We are pleased to submit our bid on the above referenced project. We propose to furnish and install the thermal insulation and jacketing as follows:

1. BAGHOUSE SIDES, TOP AND HOPPERS

3" thick ETR mineral wool secured with 10 gauge weld pins between stiffener ribs. .016 corrugated aluminum sheets shall be screwed to the stiffener ribs. The doors of the baghouse will be left operable. We have assumed that the space between each baghouse will not be filled; however, all the baghouses will be "Boxed-in" with insulation.

2. DUCTWORK WHERE SHOWN ON DRAWING

Duct on top of baghouse, duct from existing spray dryer to baghouse, duct from the matte furnace to the existing spray dryer. Insulate in the same manner as the baghouse. We have assumed that the expansion joints, butterfly dampers, and access doors will be left open.

3. CEILCOTE SCRUBBER PIPING

Insulate with 3" thick mineral wool pipe insulation and finish with .016 corrugated aluminum jacket.

COMMERCIAL / INDUSTRIAL / LOW TEMPERATURE / METAL BUILDING INSULATION / ROLL RUNNER

ASARCO ELP 0006847

SELLE INSULATION COMPANY

PAGE 2

NET PRICE FOR ABOVE ITEMS

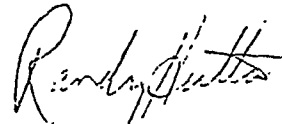
\$54,567.00

We have figured in all of our own scaffolding. This price is based on NO overtime work.

If you have any questions, please call me at 772-8525. We look forward to serving you again.

Sincerely,

SELLE INSULATION COMPANY

A handwritten signature in cursive script, appearing to read "Randy Hutton".

Randy Hutton
Contract Manager

RH/gg

SET TAB STOPS AT ARROWS

Certificate of Insurance



THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER.
THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW.

NAME AND ADDRESS OF AGENCY

Nordean R. Ellingson Agency
10010 Greenforks Drive #107
Houston, Texas 77036

COMPANIES AFFORDING COVERAGES

COMPANY LETTER **A** Lloyd's of London

COMPANY LETTER **B** Lloyd's of London

COMPANY LETTER **C** Great Southwest Life

COMPANY LETTER **D**

COMPANY LETTER **E**

NAME AND ADDRESS OF INSURED

Bowen Industries, Inc.
1133 Barranca
El Paso, Texas 79935

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EXPIRATION DATE	Limits of Liability in Thousands (000)		
					EACH OCCURRENCE	AGGREGATE
	GENERAL LIABILITY ☐ COMPREHENSIVE FORM ☐ PREMISES—OPERATIONS ☐ EXPLOSION AND COLLAPSE HAZARD ☐ UNDERGROUND HAZARD ☐ PRODUCTS/COMPLETED OPERATIONS HAZARD ☐ CONTRACTUAL INSURANCE ☐ BROAD FORM PROPERTY DAMAGE ☐ INDEPENDENT CONTRACTORS ☐ PERSONAL INJURY			BODILY INJURY	\$	\$
	PROPERTY DAMAGE			\$	\$	
	BODILY INJURY AND PROPERTY DAMAGE COMBINED			\$	\$	
	PERSONAL INJURY			\$		
	AUTOMOBILE LIABILITY ☐ COMPREHENSIVE FORM ☐ OWNED ☐ HIRED ☐ NON-OWNED			BODILY INJURY (EACH PERSON)	\$	
	BODILY INJURY (EACH ACCIDENT)			\$		
	PROPERTY DAMAGE			\$		
	BODILY INJURY AND PROPERTY DAMAGE COMBINED			\$		
	EXCESS LIABILITY ☐ UMBRELLA FORM ☐ OTHER THAN UMBRELLA FORM			BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$	\$
A	WORKERS' COMPENSATION Excess and EMPLOYERS' LIABILITY	CRS-5500011-1	7-23-82/83	STATUTORY		
				\$ 1,000 (EACH ACCIDENT)		
B C	OTHER Occupational, Acc., Medical and Disability AD&D	A-231579	7-26-82/83			

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES

Ductwork and Ironwork

Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 10 days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

NAME AND ADDRESS OF CERTIFICATE HOLDER.

ASARCO, Inc.
P.O. Box 1111
El Paso, Texas 79999
Attn: Mr. Carl Glaser

DATE ISSUED: October 1, 1982

AUTHORIZED REPRESENTATIVE



GOLDFARB INSURANCE AGENCY

FIRE • CASUALTY • BONDS • LIFE • EMPLOYEE BENEFIT PLANS • ESTATE PLANNING SERVICE

September 28, 1982

Asarco
P.O. BOX 1111
El Paso, Texas 79999

ATTN: Carl Glaser

RE: Bowen Industries, Inc.
Certificates of Insurance
Workers Compensation Coverage
Aetna Casualty & Surety
Policy #60CB17145CPS

Dear Certificate Holder:

Effective July 25, 1982, Bowen Industries, Inc. has elected to go with an alternate form of coverage to replace the above workers compensation coverage. As a result, the workers compensation coverage is no longer in effect as of July 25, 1982. All other coverages as respects General Liability, Automobile, and Umbrella Excess remain the same and in force.

Please contact Bowen Industries, Inc., 1133 Barranca, El Paso, Texas, 79935 as to replacement coverage as respects workers compensation.

Sincerely,

ROBERT F. GOLDFARB
GOLDFARB INSURANCE AGENCY

RFG/dap



Certificate of Insurance

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER.
THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW.

NAME AND ADDRESS OF AGENCY

GOLDFARB INSURANCE AGENCY
P.O. BOX 13408
EL PASO, TEXAS 79912

COMPANIES AFFORDING COVERAGES

COMPANY LETTER **A** Aetna Casualty and Surety Co.
COMPANY LETTER **B** Mission Insurance Co.
COMPANY LETTER **C**
COMPANY LETTER **D**
COMPANY LETTER **E**

NAME AND ADDRESS OF INSURED

BOWEN INDUSTRIES, INC.
1133 BARRANCA
EL PASO, TEXAS 79935

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EXPIRATION DATE	Limits of Liability in Thousands (\$000)		
					EACH OCCURRENCE	AGGREGATE
A	GENERAL LIABILITY ☒ COMPREHENSIVE FORM ☒ PREMISES OPERATIONS ☒ EXPLOSION AND COLLAPSE HAZARD ☒ UNDERGROUND HAZARD ☒ PRODUCTS COMPLETED OPERATIONS HAZARD ☒ CONTRACTUAL INSURANCE ☒ BODILY FORM PROPERTY DAMAGE ☒ INDEPENDENT CONTRACTORS ☒ PERSONAL INJURY	60AL419182CNH	6-1-83	BODILY INJURY	\$ 500	\$500
				PROPERTY DAMAGE	\$ 250	\$250
				BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$	\$
				PERSONAL INJURY		\$500
A	AUTOMOBILE LIABILITY ☒ COMPREHENSIVE FORM ☒ BODILY ☒ PROPERTY ☒ PERSONAL INJURY	60AL419182CNH	6-1-83	BODILY INJURY (EACH PERSON)	\$ 250	
				BODILY INJURY (EACH ACCIDENT)	\$ 500	
				PROPERTY DAMAGE	\$ 100	
				BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$	
B	EXCESS LIABILITY ☒ COMPREHENSIVE FORM ☒ BODILY AND PROPERTY DAMAGE	MN006085	1-1-83	BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$1000	
				STATUTORY		
	WORKERS' COMPENSATION and EMPLOYERS' LIABILITY					
	OTHER					

DESCRIPTION OF OPERATIONS LOCATIONS VEHICLES

Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail _____ days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

NAME AND ADDRESS OF CERTIFICATE HOLDER

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

ATTN: CARL GLASER

DATE ISSUED

Roger J. Goldfarb
GOLDFARB INSURANCE AGENCY dp
AUTHORIZED REPRESENTATIVE

ASARCO ELP 0006851

James & Luther Inc. Contractors/Services
P.O. Box 13224 • El Paso, TX 79912 • (915) 598-1081

INVOICE
NO 0051



TO:

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

Attn.

MR. CARL GLASER

DATE	CUSTOMER ORDER NO.	PROJECT NAME	LOCATION
6-02-82	JOB NO. 8115	ANTIMONY PLANT REMOV. OF EXIST. BLDG. SITE	EL PASO, TEXAS
DESCRIPTION			AMOUNT

IN RE:

CONTRACT PRICE: \$ 29,220.00

CHANGE ORDER #0051 1,922.90

TOTAL AMOUNT DUE: \$ 31,142.90

\$ 31,142.90

614-325	14610.00
614-366	5844.00
614-367	5844.00
614-368	4552.90
614-383	292.00
	<u>31142.90</u>

WILL PRINTING CO - EL PASO 4045-33

MATERIAL REQUISITION 614-SEE SPIT

DATE 6-11-82

El Paso Plant

Req. #

DEPT. CONSTRUCTION

Equipment #

Time of Issue - Day ☐ Night ☐

Expense #

Description of Work ANTIMONY

EL PASO SMELTING WORKS
ENGINEERING DEPT.

JUN 3 1982

Quant. Requested	DESCRIPTION	Unit of Issue	Quant. Issued	Class	Item #	Value
	TEL # 0359				31142.90	

Requisitioner EP24 12H-0716

Issued By

Glaser

OK6
6-11-82

ASARCO ELP 0006852

AFFIDAVIT ON BEHALF OF CONTRACTOR

STATE OF TEXAS

COUNTY OF EL PASO

Contract No. ANTIMONY PLANT JUNE 8 19 82

JAMES & LUTHER INC.

by and through G. DAN JAMES

SECRETARY-TREASURER

does hereby and herewith declare that all labor bills for materials for supplies
and for all other things furnished or caused to be furnished by the above
named contractor and used in the execution of the contract numbered and dated
above JAMES & LUTHER INC.

ASARCO INC.

respectively paid and that there are no unpaid claims or demands of sub-contractors
material men mechanics laborers or any others resulting from or arising out of any
work done or ordered to be done by said contractor under the above identified con-
tract and declares

That all Federal and State payroll taxes and contributions for unemployment
insurance old age pensions annuities and retirement benefits imposed or assessed
under any provision of any law State or Federal and measured by wages salaries
or other remuneration paid by said contractor to employees of his own or sub-con-
tractors engaged in said work or in any operation incidental thereto have been paid

JAMES & LUTHER INC.

By [Signature]

Subscribed and sworn to before me this 8th day of JUNE 19 82

SEAL

[Signature]

GLORIA E. WILLIAMS, Notary Public
In and for the County of El Paso, Texas
My commission expires May 12, 1986

ASARCO ELP 0006853



James & Luther Inc. Contractors/Services
P.O. Box 17460 • El Paso, TX 79917-7460 • (915) 598-1081

Telephone Order ☐

Verbal Order ☐

Written Order ☒

CHANGE ORDER

Date 6-01-82

W.O. No. JOB 46115

Customer ASARCO INC. P.O. _____

Authorized by MR. CARL GRIFFIN

Bill to ASARCO INC.

Describe fully: Nature of work, etc.

REPAIR 8 hrs. @ \$20.50 \$164.00

TOTAL \$164.00

TOTAL INVOICE \$164.00

INVOICE:

REPAIR 12 hrs. @ \$20.50 per hr. \$246.00

TOTAL \$246.00

TOTAL INVOICE \$246.00

(INCLUDES 2 hrs. TRAVEL TIME)

PICK-UP 8 hrs. @ \$3.30 per hr. \$26.40

TOTAL INVOICE \$272.40

TOTAL INVOICE AMT. DUE: \$272.40

EL PASO SMELTING WORKS
ENGINEERING DEPT.

JUN 3 1982

Approved by E. Santisteban

C-5017

ASARCO ELP 0006854

ASARCO

El Paso Plant

August 27, 1982

Mr. F. O. Wittwer
New York Purchasing

Re: EP28 NY12H-0775
Antimony Plant Conversions

Bowen Industries, Inc., has submitted a proposal to install insulation on the duct work and baghouses at the Antimony Plant using Temp Con, Inc., as a subcontractor. Bowen would handle all coordination between erection and insulation, and provide any assistance or equipment required by Temp Con. Copies of three other bids solicited by Bowen are enclosed for comparison. Please issue change Order No. 1 in the amount of \$38,111.00 to cover this work per Bowen proposal MS-2900.

Carl Glaser

CARL GLASER

CG/ie
cc: P. A. DeSantis

ASARCO ELP 0006855



Bowen Industries, Inc.

Contractors & Engineers
Corporate Offices
P. O. Box Z
El Paso, Texas 79952
A/C (915) 533-9854
Offices in Other Major Cities

Transmittal No. WAW145:071682

July 16, 1982

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

RE: ANTIMONY PLANT INSULATION
BOWEN INDUSTRIES, INC. Proposal MS-2900

Gentlemen:

BOWEN INDUSTRIES, INC. is pleased to present this proposal to provide the thermal insulation for the duct work we are installing at the ANTIMONY PLANT conversion.

We would provide this insulation for a lump sum price of \$38,111.00. Our insulation sub-contractor for this work would be Temp-Con of El Paso. The scheduling and supervision of the sub-contractor would be the responsibility of BOWEN INDUSTRIES, INC.

The insulation we propose to install would be three-inch thick(3"), six pound per square foot mineral wool boards, weather-proofed with .016 inch aluminum jacketing. Work would be done in a neat and workman-like manner with all work being performed during normal straight-time working hours.

We will invoice for this work on a monthly basis, based on the percentage of work complete with invoices due and payable in full ten(10) days after presentation.

We appreciate the opportunity to quote you on this work and trust that this is the information that you need at this time.

Very truly yours,

BOWEN INDUSTRIES, INC.

TERRY MORELAND
AREA MANAGER

TLM:rc

cc: J. N. BOWEN
ROY WOOWARD
W. A. WESTER
JOB FILE MS-2900

ASARCO ELP 0006856



Bowen Industries, Inc.

Contractors & Engineers
Corporate Offices
2030 Texas Avenue
El Paso, Texas 79901
A/C (915) 533-9854
Offices in Other Major Cities

Transmittal No. TLM130:070982

July 9, 1982

Mr. Jerry Smith
ASARCO
P. O. Box 1111
El Paso, Texas 79999

Re: Antimony Plant Revisions
Insulation Work
BII Project No. MS-2800

Dear Mr. Smith:

We have taken quotations for the thermal insulation work on the above project and they are as follows:

Selle Insulation Company	\$ 54,567.00
William E. Wonders, Inc.	38,646.00
A-A Insulation Company	35,950.00
Temp-Con, Inc.	34,646.00

Temp-Con, Inc. is well known to Bowen Industries, Inc. We have worked with them on several projects and consider them to be a capable and professional insulation firm. We, therefore, recommend that they be awarded the insulation contract on this project.

Sincerely,

BOWEN INDUSTRIES, INC.

Terry L. Moreland
Area Coordinator

TLM:ho

cc: J. N. Bowen
File MS-2800

ASARCO ELP 0006857

INSULATION & SPECIALTY
CONTRACTORS

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

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

July 6, 1982

Bowen Industries, Inc.
1133 Barranca
El Paso, Texas 79935

Attention: Mr. Terry Moreland

Reference: Thermal Insulation
Asarco
Antimony Plant Revisions

Temp-Con, Inc. Proposal Number: 341/82

Dear Mr. Moreland:

We are pleased to present this proposal for your consideration.

We propose to furnish all labor, material, tools, equipment and supervision to complete the applied thermal insulation in accordance with your inquiry.

All work will be performed in accordance with your insulation schedule dated June 28, 1982.

All surfaces requiring insulation will be covered with 3" thick 6# per-square foot mineral wool board and weatherproofed with .016 aluminum jacketing.

Total lump sum price-----\$34,646.00

All work will be performed in a neat and workmanlike manner.

Pricing is based on all work being performed during normal straight time working hours.

We appreciate this opportunity to be of service and look forward to working with you on this project,

Yours truly,

Fred N. McGehee Sr.

Fred N. McGehee, Sr.

FNH/ctd



ASARCO ELP 0006858

Proposal

Page No. of Pages

A-A INSULATION

6304 WESTWIND
EL PASO, TEXAS 79912
915 / 584-6266

PROPOSAL SUBMITTED TO <i>BOWEN INDUSTRIES INC</i>		PHONE <i>595-9100</i>	DATE <i>7-8-82</i>
STREET <i>1135 BARRANCA</i>		JOB NAME <i>ANYTHING THAT REVISIONS</i>	
CITY, STATE AND ZIP CODE <i>EL PASO TEXAS 79935</i>		JOB LOCATION <i>EL PASO TEXAS</i>	
ARCHITECT <i>ASARCO</i>	DATE OF PLANS <i>6-28-82</i>	JOB PHONE	

We hereby submit specifications and estimates for:

LABOR AND MATERIALS FOR THE INSULATION OF DUCT FROM
FURNACE TO SPRAY DRYER - CATCHER OF SPRAY DRYER TO BACKHOUSE
1st Duct - Duct House where Duct. Entire Backhouse and
Hoppers - BACKHOUSE CATCHER DUCT TO E.J. - 4.
MISC 3" PIPE AND SCRUBBER WITH
3" THICK E.T.R. BLOCK WOOL AND FINISH WITH
.016 ALUMINUM JACKET.



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

THIRTY FIVE THOUSAND NINE HUNDRED FIFTY DOLLARS (\$35,950.00)

Payment to be made as follows:

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

Authorized Signature *[Signature]*
Note, This proposal may be withdrawn by us if not accepted within _____ days.

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

Date of Acceptance _____

Signature _____
Signature _____



William E. Wonders, Inc.

3236 N. ARNOULT RD. (FAT CITY)
METAIRIE, LOUISIANA 70002
(504) 888-5780



WILLIAM E. WONDERS
PRESIDENT

July 6, 1982



Bowen Industries
1133 Barranca
El Paso, Texas 79935

Attention: Mr. Terry Moreland

Reference: Antimony Plant Revisions

Dear Sir,

We are pleased to offer this proposal to install insulation on the equipment, duct and piping in accordance with drawings and specifications furnished.

Our lump sum price is: \$38,646.00.

Thank you for the opportunity to quote on your insulation requirements.

Yours very truly,

Billy Wonders

BW/sd

ASARCO ELP 0006860



SELLE INSULATION COMPANY

Houston

7344 Stiles
El Paso, Texas 79915
(915) 772-8525

Lubbock



July 9, 1982

Bowen Industries, Inc.
1133 Barranca
El Paso, Texas 79935

Attn: Mr. Terry Moreland

Re: Antimony Plant Conversion
Asarco Plant
El Paso, Texas.

Gentlemen:

We are pleased to submit our bid on the above referenced project. We propose to furnish and install the thermal insulation and jacketing as follows:

1. BAGHOUSE SIDES, TOP AND HOPPERS

3" thick ETR mineral wool secured with 10 gauge weld pins between stiffener ribs. .016 corrugated aluminum sheets shall be screwed to the stiffener ribs. The doors of the baghouse will be left operable. We have assumed that the space between each baghouse will not be filled; however, all the baghouses will be "Boxed-in" with insulation.

2. DUCTWORK WHERE SHOWN ON DRAWING

Duct on top of baghouse, duct from existing spray dryer to baghouse, duct from the matte furnace to the existing spray dryer. Insulate in the same manner as the baghouse. We have assumed that the expansion joints, butterfly dampers, and access doors will be left open.

3. CEILCOTE SCRUBBER PIPING

Insulate with 3" thick mineral wool pipe insulation and finish with .016 corrugated aluminum jacket.

COMMERCIAL / INDUSTRIAL / LOW TEMPERATURE / METAL BUILDING INSULATION / ROLL RUNNER

ASARCO ELP 0006861

SELLE INSULATION COMPANY

PAGE 2

NET PRICE FOR ABOVE ITEMS

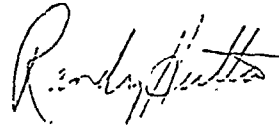
\$54,567.00

We have figured in all of our own scaffolding. This price is based on NO overtime work.

If you have any questions, please call me at 772-8525. We look forward to serving you again.

Sincerely,

SELLE INSULATION COMPANY

A handwritten signature in cursive script, appearing to read "Randy Hutton".

Randy Hutton
Contract Manager

RH/gg



Certificate of Insurance

THIS CERTIFICATE IS ISSUED AS A MATTER OF COURTESY TO THE POLICY HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE POLICY. SEE THE POLICY FOR THE COMPLETE TERMS, CONDITIONS AND COVERAGE.

NAME AND ADDRESS OF AGENCY

GOLDFARB INSURANCE AGENCY
P.O. BOX 13408
EL PASO, TX 79912

COMPANIES AFFORDING COVERAGES

COMPANY LETTER **A** Aetna Casualty and Surety Co.
COMPANY LETTER **B**
COMPANY LETTER **C**
COMPANY LETTER **D**
COMPANY LETTER **E**

NAME AND ADDRESS OF INSURED

BOWEN INDUSTRIES, INC.
1133 BARRANCA
EL PASO, TX 79935

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

POLICY	TYPE OF INSURANCE	POLICY NUMBER	POLICY EXPIRATION DATE	Limits of Liability in Thousands (\$000)		
					EACH OCCURRENCE	AGGREGATE
A	GENERAL LIABILITY	60AL419182CNH	6-1-83	BODY INJURY	\$ 500	\$ 500
	☒ COMPREHENSIVE FORM			PROPERTY DAMAGE	\$ 250	\$ 250
	☒ PREMISES OPERATIONS					
	☒ EXPLOSION AND COLLAPSE HAZARD					
	☒ UNDERGROUND HAZARD					
A	AUTOMOBILE LIABILITY	60AL419181CNH	6-1-83	BODY INJURY AND PROPERTY DAMAGE COMBINED	\$	\$
	☒ COMPREHENSIVE FORM					
	☒ OWNED					
	☒ HIRED					
	☒ NON OWNED					
A	EXCESS LIABILITY	60CB17145CPS	6-1-83	BODY INJURY (EACH PERSON)	\$ 250	
	☐ UMBRELLA FORM			BODY INJURY (EACH ACCIDENT)	\$ 500	
	☐ OTHER THAN UMBRELLA FORM			PROPERTY DAMAGE	\$ 100	
	WORKERS' COMPENSATION and EMPLOYERS' LIABILITY			BODY INJURY AND PROPERTY DAMAGE COMBINED	\$	\$
	OTHER					
				STATUTORY		\$ 100

TYPE OF OPERATION, LOCATIONS/VEHICLES

GENERAL CONSTRUCTION

Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 10 days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

NAME AND ADDRESS OF CERTIFICATE HOLDER

ASARCO
P.O. BOX 1111
EL PASO, TX 79999
ATTN: CARL GLASER

DATE ISSUED: MAY 14, 1982

George McCab
GOLDFARB INSURANCE AGENCY
AUTHORIZED REPRESENTATIVE

✓
PURCHASING DEPARTMENT

June 3, 1982

Carr

Mr. W. R. Kelly
El Paso, Texas

JUN 7 1982

SUBJECT: ORDER 12H-0716, REON. EP-24
ANTIMONY PLANT DEMOLITION

Herewith four (4) copies of contract properly signed and
executed with James & Luther, Inc.
to cover the Antimony Plant Demolition
in accordance with specifications referred
to therein.

It will be in order for you to hand the signed copy of the
Agreement to the contractor, giving him whatever instructions
are required to proceed with this work; the remaining three (3)
copies are for the plant file.

You will note New York Purchasing Department Order 12H-0716
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
F. O. WITTWER

FOW:eth
Enc.

cc: R. O. Covington

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

Asarco Construction or Repairs
Contract Form PD-19
Under \$100,000.00
Revised 5/75

CONTRACT FOR

ANTIMONY PLANT DEMOLITION

(Insert name of job)

ASARCO Incorporated's El Paso Plant
at El Paso, Texas
(Insert town and state)

THIS AGREEMENT- made the 10th day of May, 19 82,
by and between James & Luther, Inc. Contractors/Services whose address is
P. O. Box 13224, El Paso, Texas, 79912 (hereinafter called the
"Contractor") and ASARCO Incorporated, 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 (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 Antimony Plant Demolition (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:

James & Luther, Inc. Proposal Dated 4/26/82
James & Luther, Inc. Proposal Dated 5/10/82 (List Specifications and Drawings)
Drawings: EP 31565 - Rev. 2
SK-614-B2

Article 2. Time of Completion

The work shall be commenced May 17, 1982 and shall be substantially completed June 11, 1982.

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 Twenty-Nine Thousand Two Hundred And Twenty And No/100----- dollars, (\$ 29,229.00), lawful money of the United States of America within Thirty 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 _____ dollars, (\$ _____), lawful money of the United States, as follows:~~

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

~~Before each such payment is due, the Contractor shall submit evidence satisfactory to the Owner (including, if requested, partial waivers, or in the case of final payment, complete releases, or 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) 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 applicable rules, regulations, orders and occupational Safety and health standards promulgated under and issued pursuant to such Act in the discharge of its duties and obligations hereunder.

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

Article 13. Patents

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

Article 14. Changes in the Work

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

Article 15. Owner's Right to Terminate Contract

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

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

Article 16. Correction of Work after Payment

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

Article 17. Arbitration.

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

Article 18. Subcontracts

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

Article 19. Assignment

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

Article 20. Coordination of Work

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

Article 21. Undertakings by the Owner

The Owner agrees to obtain and pay for any permits, licenses and easements required for permanent structures or changes, and, to the extent practicable without interference with operations, to furnish the Contractor, free of charge, for its use during the construction, electricity, water, ~~XXXXX~~ 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 100 feet of the site, but the Contractor will be required to make the necessary connections, provide approved shut-off and safety devices and furnish and install all temporary lines required to bring them to the point of use.

Article 22. Applicable Law

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

Article 23. Entirety Clause

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

Article 24. Technical Information

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

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

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

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

Article 25. Additional Provisions

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

None

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

JAMES & LUTHER, INC.
CONTRACTORS/SERVICES
Contractor

By

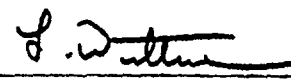


Title

Secretary-Treasurer

ASARCO Incorporated
Owner

By



[Faint, illegible text]

ASARCO, Incorporated

FORM # INSURANCE-1 Revised 3 / 75

INSURANCE CERTIFICATE

ASARCO, Incorporated REQUIREMENTS FOR CONTRACTORS AND SUBCONTRACTORS.

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE DESCRIBED BELOW HAVE BEEN ISSUED TO
JAMES & LUTHER, INC. CONTRACTORS/SERVICESTHESE POLICIES ARE NOW IN FORCE, COVERING WORK BY THE ASSURED FOR ASARCO, Incorporated
ON CONTRACT Antimony Plant Demolition
AT El Paso, TXIF 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 ASARCO, Incorporated.
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	60AL1419071	9-4-82	EACH OCCURRENCE \$ 500,000	\$300,000
PROPERTY-DAMAGE	CNH		EACH OCCURRENCE \$ 250,000	\$ 25,000
CONTRACTOR'S PROTECTIVE LIABILITY				
BODILY-INJURY	60AL1419071	9-4-82	EACH OCCURRENCE \$ 500,000	\$300,000
PROPERTY-DAMAGE	CNH		EACH OCCURRENCE \$ 250,000	\$ 25,000
AUTOMOBILE				
BODILY-INJURY	60AL1419071	9-4-82	EACH PERSON \$ 250,000 EACH OCCURRENCE \$ 500,000	\$100,000 \$300,000
PROPERTY-DAMAGE	CNH		EACH OCCURRENCE \$ 100,000	\$ 25,000
WORKMEN'S COMPENSATION AND EMPLOYER'S LIABILITY	60CB11769 CPS	9-4-82	EACH OCCURRENCE \$ 100,000	COMPLY WITH APPLICABLE STATE LAW \$ 25,000

DATE May 12, 1982

Aetna Casualty and Surety Company

INSURANCE COMPANY

El Paso,

CITY

TX

STATE

GEORGE McCABE FOR GOLDFARB INSURANCE AGENCY

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 0006873

James & Luther Inc. Contractors/Services
P.O. Box 13224 • El Paso, TX 79912 • (915) 598-1081



April 26, 1982

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

Re: Removal of Equipment, Duct Work , Piping, Etc.
Antimony Plant

Attn: Mr. Carl Glaser

Gentlemen:

We propose to provide all labor, and equipment required to complete the above mentioned job in accordance with your plans, all for the sum of \$28,800.00.

Hoping the above meets with your approval, we remain.

Sincerely yours,

G. DAN JAMES

GDJ:gw

James & Luther Inc. Contractors/Services
P.O. Box 13224 • El Paso, TX 79912 • (915) 598-1084



May 10, 1982

ASARCO REFINERY CORP., INC.
P. O. BOX 1111
EL PASO, TEXAS 79999

Re: Concrete Demolition

Attn: MR. CARL GLASER

Gentlemen:

We propose to provide all labor, material and equipment required to complete all concrete demolition for the sum of \$420.00.

Hoping the above meets with your approval, we remain.

Sincerely yours,

A handwritten signature in dark ink, appearing to read 'G. Dan James'. The signature is fluid and cursive, with a long horizontal stroke extending to the right.

G. DAN JAMES

GDJ:gw

ASARCO ELP 0006875

BID TABULATION
Form # PD 8-B Revised 9/60

DATE. 5-7-82
APPRO. # 614-B
RECON. #

Spec. Evaluation	Bidder # _____	INC	Bidder # _____	INC	Bidder # _____	INC	Bidder # _____	INC
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Foundation Repair

420

10000. Finner
Removal

79220

114000

64657

42288

DEP'T. - _____ BY GILSON Page _____ of _____ Pg'

cc: Eng.

EP-24

Mr. F. O. Wittwer

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

QUOTATIONS, BID TABULATION, CONTRACTS & DRAWING ATTACHED.

This Requisition Is Issued To Record Agreement Entered Into
With James & Luther, Inc., Contractors/Services, P.O. Box 13224
El Paso, Texas 79912 To Cover Antimony Plant Demolition

May 14, 1982

-CONSTRUCTION

May 14, 1982

ASARCO ELP 0006877

BID TABULATION
Form # PD 8-B Revised 9.'60

[illegible]



DUGGAN INDUSTRIES CORP.

111-58th Street, Brooklyn, N.Y. 11220
N.Y. (212) 383-8000 — N.J. (201) 622-6856

MILLWRIGHTS • RIGGING CONTRACTORS • CONTRACTORS

QUOTATION

No.. Q82017.....

Date April 26, 1982.....

ALL PRICES ARE UNIT PRICES
UNLESS OTHERWISE STATED

Asarco Inc.
P.O. Box 111
El Paso, Tx 79999

ATTN: Mr. Carl Glaser, Plant Engineer

A) SCOPE OF WORK

Duggan Industries will supply all necessary supervision, labor, tools, equipment, and interplant transportation to perform the following Scope of Work:

- 1) Steel erection and equipment setting only for the Anode gas reformer as per drawings #E24704, E24705, and E14713. It is assumed that the steel erection is to be performed directly off arriving trucks of structural steel and that no double-handling of structural steel will be required. Double-handling, if required, to be done on a time and material basis.
- 2) Antimony plant equipment and duct demolition as shown on drawing #E31565 rev. 1.

45950⁰⁰

159950⁰⁰

B) CONDITIONS

- 1) Free and clear access to all working areas provided by others.
- 2) Suitable location for field office including storage areas for equipment and materials to be supplied by others.
- 3) Duggan Industries will supply field office, telephones and portable sanitary facilities.
- 4) Telephone services access by others.
- 5) Electrical power sources convenient to work and office areas by others.
- 6) Duggan Industries will make all possible efforts to remove and transport equipment and duct work in units large enough for re-use. Bag houses will be removed in individual units.

Subject to the terms and conditions appearing on the reverse side of this quotation.



DUGGAN INDUSTRIES CORP.

111-58th Street, Brooklyn, N.Y. 11220
N.Y. [212] 383-8000 — N.J. [201] 622-6856

MILLWRIGHTS • RIGGING CONTRACTORS • CONTRACTORS

QUOTATION

No. Q82017.....

Date April 26, 1982.....

ALL PRICES ARE UNIT PRICES
UNLESS OTHERWISE STATED

Page 2

as feasible.

- 7) Duggan Industries will remove and replace to its original condition wall panels from the antimony plant when and if required.
- 8) All work to be performed during regular working hours.
- 9) This quotation becomes part and parcel to any purchase contract issued, and supercedes any covenant in the issued purchase order.
- 10) Time and material rates to be attached.

C) PRICE

The lump sum price for this work is:

\$159,950.00

One hundred fifty-nine thousand, nine hundred and fifty & 00/100

D) TERMS

Bi-weekly progress payments. Percentages to be mutually agreed upon in the field.

E) INSURANCE

Certificate enclosed.

Subject to the terms and conditions appearing on the reverse side of this quotation.

Yours very truly,

By

ASARCO ELP 0006880

CONSTRUCTORS OF POWER & CHEMICAL PLANTS

ROSSVILLE, GEORGIA (404) 866-1124
KENT, WASHINGTON (206) 872-8936
DENVER, COLORADO

BROCK and BLEVINS CO., INC.

PAPER MILL & UTILITY MAINTENANCE

CONTRACTORS

Denver, Colorado 80216
P. O. Box 16101
Telephone 455-9171
Area Code 303

April 28, 1982

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

ATTENTION: Mr. Carl Glaser

SUBJECT: Demolition Antimony Plant
Drawing EP31565-1206G
Brock & Blevins Quote D82-15

Gentlemen:

Brock & Blevins Co., Inc. will furnish supervision, tools, equipment and consummable supplies to remove items 1 through 12, as shown on drawings EP31565-1206G, for a total lump sum price of Sixty-four Thousand, Six Hundred and Fifty-seven Dollars (\$64,657.00).

Thank you for the opportunity of submitting this quotation. We hope that we may be favored with your order.

Very truly yours,

BROCK & BLEVINS CO., INC.



Jimmy Bennett
General Manager

JB/lg

ASARCO ELP 0006881

QUOTATION



SOUTHWESTERN

INDUSTRIAL CONTRACTORS AND RIGGERS, INC.

7155 Industrial Ave.
P. O. Box 1611
El Paso, Texas 79948
(915) 779-3931

Contractors' License Nos.
Arizona-31280, 38194, 38195
New Mexico-2358
Nevada-11306, 11306A
Utah-B1-22788

ASARCO, INC.	DATE <u>May 6, 1982</u>
P.O. Box 1111	PROJECT <u>Ductwork</u>
El Paso, Texas	<u>Demolition @ Antimony Pl.</u>
Attn: Mr. Carl Glaser	LOCATION <u>El Paso, Texas</u>

Inq. No. 82-052

Gentlemen:

We propose to furnish labor, supervision, equipment, insurance and field supplies to perform the demolition work for the Antimony Plant Conversion per the schedule on Drawing EP-31565-1206-G Rev. A. for the sum of.....

\$ 42,288.00

Work includes demolition of scheduled work and loading & hauling scrap materials to the Acid Tank Area.

Exclusions:
All Piping work.

Respectfully Submitted,

SOUTHWESTERN INDUSTRIAL
CONTRACTORS & RIGGERS, INC.


C.A. Denk
Chief Estimator



NORMAL CONDITIONS OF ACCEPTANCE, SALE AND PAYMENT ARE STATED ON REVERSE SIDE OF THIS QUOTATION.

ASARCO ELP 0006882

Certificate of Insurance

oxford

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER.
THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW.

NAME AND ADDRESS OF AGENCY Mayfair Organization, Inc. 893 McLean Ave. Yonkers, N.Y. 10704	COMPANIES AFFORDING COVERAGES <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%;">COMPANY LETTER</td> <td style="width: 90%;">A Zurich American</td> </tr> <tr> <td>COMPANY LETTER</td> <td>B Employers of Wausau</td> </tr> <tr> <td>COMPANY LETTER</td> <td>C First State</td> </tr> <tr> <td>COMPANY LETTER</td> <td>D Employers of Wausau</td> </tr> <tr> <td>COMPANY LETTER</td> <td>E North River</td> </tr> </table>	COMPANY LETTER	A Zurich American	COMPANY LETTER	B Employers of Wausau	COMPANY LETTER	C First State	COMPANY LETTER	D Employers of Wausau	COMPANY LETTER	E North River
COMPANY LETTER	A Zurich American										
COMPANY LETTER	B Employers of Wausau										
COMPANY LETTER	C First State										
COMPANY LETTER	D Employers of Wausau										
COMPANY LETTER	E North River										
NAME AND ADDRESS OF INSURED J.C. Duggan, Inc., ETAL 111 58th St. Brooklyn, N.Y. 11220											

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time.

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EXPIRATION DATE	Limits of Liability in Thousands (000)		
					EACH OCCURRENCE	AGGREGATE
A	GENERAL LIABILITY ☒ COMPREHENSIVE FORM ☒ PREMISES OPERATIONS ☐ EXPLOSION AND COLLAPSE HAZARD ☐ UNDERGROUND HAZARD ☒ PRODUCTS COMPLETED OPERATIONS HAZARD ☒ CONTRACTUAL INSURANCE ☒ BODILY INJURY PROPERTY DAMAGE ☒ INDEMNITY CONTRACTORS ☒ PERSONAL INJURY	GA 8065502	1-1-83	BODILY INJURY	\$	\$
				PROPERTY DAMAGE	\$	\$
				BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$ 500	\$ 500
				PERSONAL INJURY		\$
B	AUTOMOBILE LIABILITY ☒ COMPREHENSIVE FORM ☐ OWNED ☐ HIRED ☐ NON OWNED	05220095462	10-6-82	BODILY INJURY (EACH PERSON)	\$	
				BODILY INJURY (EACH OCCURRENCE)	\$	
				PROPERTY DAMAGE	\$	
				BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$500	
C	EXCESS LIABILITY ☒ UMBRELLA FORM ☐ OTHER THAN UMBRELLA FORM	948636	7-13-82	BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$5,000	\$
D	WORKERS' COMPENSATION and EMPLOYERS' LIABILITY	051200095462	6-10-82	STATUTORY		
					\$ 100,000	(EACH ACCIDENT)
E	OTHER Inland Marine	320 1071067	4-1-82			

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES

300,000 Transit - Includes Rigging and Hauling -- ALL RISK" Basis includes customer's goods.

Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 10 days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

NAME AND ADDRESS OF CERTIFICATE HOLDER
 American Smelting & Refining Co.

DATE ISSUED 2-9-62

Iris Cantor
 AUTHORIZED REPRESENTATIVE

CHARGING RATES DUGGAN INDUSTRIES

Project Manager Clerk (payroll) Clerk/Secretary	\$40.625 18.75 9.75			
Boilermakers	From 6-10-81 to 6-9-82	From 6-10-82 to 12-9-82	From 12-10-82 to 6-9-83	
General Foreman	\$33.98	\$35.58	\$36.14	
Foreman	29.98	32.58	33.14	
Assistant Foreman	29.50	32.00	32.50	
Journeyman	28.28	30.89	31.46	
Millwrights	From 4-1-82 to 3-31-82			
General Foreman	\$26.76			
Foreman	26.11			
Journeyman/Welder	25.71			
Journeyman	25.47			
Pipefitters	From 6-1-82 to 5-30-83			
General Foreman	\$26.25			
Foreman	25.44			
Journeyman	23.80			
Operating Engineers	From 4-1-82 to 9-30-82	From 10-1-82 to 3-30-83		
Utility OE under 25 tons	\$21.81	\$22.20		
Utility OE over 25 tons	22.28	22.69		
Oiler	18.21	18.40		

	CHARGING RATES CONT.		
	From 4-1-82 to 9-30-82	From 10-1-82 to 3-30-83	From 4-1-83 to 9-30-83
Iron Workers			
General Foreman	\$25.25	\$25.75	\$26.36
Foreman	24.42	24.42	25.75
Journeyman	23.60	24.09	24.75
Laborers			
Laborer	\$12.96		

NOTE: All direct costs for subsistence and travel expenses as required by union agreements will be applied where and when necessary. No mark up will be taken by Duggan Industries on these amounts.

DUGGAN INDUSTRIES

CHARGING RATES FOR EQUIPMENT USE

Tractor Trailer	\$ 175.00 per day
20 ton Forklift	250.00 per day
5 ton Forklift	60.00 per day
Pickup Truck	40.00 per day
15 ton Hydraulic Crane	624.00 per day
18 ton Hydraulic Crane	652.00 per day
25 ton Hydraulic Crane	720.00 per day
40 ton Hydraulic Crane	864.00 per day
50 ton Hydraulic Crane	1,056.00 per day
90 tone Conventional Crane	1,296.00 per day
Welding Machine with leads	43.00 per day

Tools, rigging equipment, precision equipment and anything above \$300.00 per unit cost - at green book cost.

To: PURCHASING DEP'T.
NEW YORK OFFICE

EQUIPMENT

BID TABULATION

Form # PD 8-B Revised 9-'60

EQUIPMENT - ANTI-AIRBORNE DEFENSE

DATE. 5-7-82
APPRO. # 614-B
REC'D. #

PREPARATION - SEE INSTRUCTION SHEET & PURCHASE MANUAL, SECTIONS B-2 & C-2.

[illegible]

DEP'T. -

BY

Glasen

Page

of

Pa

James & Luther Inc. Contractors/Services
P.O. Box 13224 • El Paso, TX 79912 • (915) 598-1081



April 26, 1982

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

Re: Removal of Equipment, Duct Work , Piping, Etc.
Antimony Plant

Attn: Mr. Carl Glaser

Gentlemen:

We propose to provide all labor, and equipment required to complete the above mentioned job in accordance with your plans, all for the sum of \$28,800.00.

Hoping the above meets with your approval, we remain.

Sincerely yours,



G. DAN JAMES

GDJ:gw

ASARCO ELP 0006888

James & Luther Inc. Contractors/Services
P.O. Box 13224 • El Paso, TX 79912 • (915) 598-1084



May 10, 1982

ASARCO REFINERY CORP., INC.
P. O. BOX 1111
EL PASO, TEXAS 79999

Re: Concrete Demolition

Attn: MR. CARL GLASER

Gentlemen:

We propose to provide all labor, material and equipment required to complete all concrete demolition for the sum of \$420.00.

Hoping the above meets with your approval, we remain.

Sincerely yours,

A handwritten signature in dark ink, appearing to read 'G. Dan James'.

G. DAN JAMES

GDJ:gw

ASARCO ELP 0006889



DUGGAN INDUSTRIES CORP.

111-58th Street, Brooklyn, N.Y. 11220
N.Y. (212) 383-8000 — N.J. (201) 622-6856

MILLWRIGHTS • RIGGING CONTRACTORS • CONTRACTORS

QUOTATION

No.. Q82017.....

Date April 26, 1982.....

ALL PRICES ARE UNIT PRICES
UNLESS OTHERWISE STATED

Asarco Inc.
P.O. Box 111
El Paso, Tx 79999

ATTN: Mr. Carl Glaser, Plant Engineer

A) SCOPE OF WORK

Duggan Industries will supply all necessary supervision, labor, tools, equipment, and interplant transportation to perform the following Scope of Work:

- 1) Steel erection and equipment setting only for the Anode gas reformer as per drawings #E24704, E24705, and E14713. It is assumed that the steel erection is to be performed directly off arriving trucks of structural steel and that no double-handling of structural steel will be required. Double-handling, if required, to be done on a time and material basis.
- 2) Antimony plant equipment and duct demolition as shown on drawing #E31565 rev. 1.

45950⁰⁰

159950⁰⁰

B) CONDITIONS

- 1) Free and clear access to all working areas provided by others.
- 2) Suitable location for field office including storage areas for equipment and materials to be supplied by others.
- 3) Duggan Industries will supply field office, telephones and portable sanitary facilities.
- 4) Telephone services access by others.
- 5) Electrical power sources convenient to work and office areas by others.
- 6) Duggan Industries will make all possible efforts to remove and transport equipment and duct work in units large enough for re-use. Bag houses will be removed in individual units

Subject to the terms and conditions appearing on the reverse side of this quotation.



DUGGAN INDUSTRIES CORP.

111-58th Street, Brooklyn, N.Y. 11220
N.Y. (212) 383-8000 — N.J. (201) 622-6856

MILLWRIGHTS • RIGGING CONTRACTORS • CONTRACTORS

QUOTATION

No. Q82017.....

Date April 26, 1982.....

ALL PRICES ARE UNIT PRICES
UNLESS OTHERWISE STATED

Page 2

as feasible.

- 7) Duggan Industries will remove and replace to its original condition wall panels from the antimony plant when and if required.
- 8) All work to be performed during regular working hours.
- 9) This quotation becomes part and parcel to any purchase contract issued, and supercedes any covenant in the issued purchase order.
- 10) Time and material rates to be attached.

C) PRICE

The lump sum price for this work is:

\$159,950.

One hundred fifty-nine thousand, nine hundred and fifty & 00/100

D) TERMS

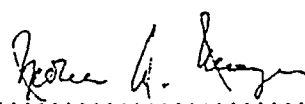
Bi-weekly progress payments. Percentages to be mutually agreed upon in the field.

E) INSURANCE

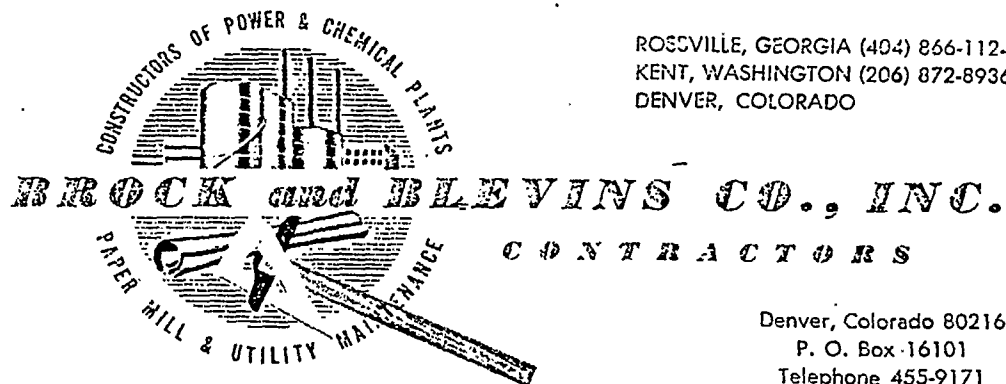
Certificate enclosed.

Subject to the terms and conditions appearing on the reverse side of this quotation.

Yours very truly,

By 

ASARCO ELP 0006891



Denver, Colorado 80216
P. O. Box 16101
Telephone 455-9171
Area Code 303

April 28, 1982

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

ATTENTION: Mr. Carl Glaser

SUBJECT: Demolition Antimony Plant
Drawing EP31565-1206G
Brock & Blevins Quote D82-15

Gentlemen:

Brock & Blevins Co., Inc. will furnish supervision, tools, equipment and consumable supplies to remove items 1 through 12, as shown on drawings EP31565-1206G, for a total lump sum price of Sixty-four Thousand, Six Hundred and Fifty-seven Dollars (\$64,657.00).

Thank you for the opportunity of submitting this quotation.
We hope that we may be favored with your order.

Very truly yours,

BROCK & BLEVINS CO., INC.

Jimmy Bennett
General Manager

JB/lg

ASARCO ELP 0006892

QUOTATION



SOUTHWESTERN

INDUSTRIAL CONTRACTORS AND RIGGERS, INC.

7155 Industrial Ave.
P. O. Box 1611
El Paso, Texas 79948
(915) 779-3931

Contractors' License Nos.
Arizona-31280, 38194, 38195
New Mexico-2358
Nevada-11306, 11306A
Utah-B1-22788

ASARCO, INC.	DATE <u>May 6, 1982</u>
P.O. Box 1111	PROJECT <u>Ductwork</u>
El Paso, Texas	Demolition @ Antimony Pl.
Attn: Mr. Carl Glaser	LOCATION <u>El Paso, Texas</u>

Inq. No. 82-052

Gentlemen:

We propose to furnish labor, supervision, equipment, insurance and field supplies to perform the demolition work for the Antimony Plant Conversion per the schedule on Drawing EP-31565-1206-G Rev. A. for the sum of.....

\$ 42,288.00

Work includes demolition of scheduled work and loading & hauling scrap materials to the Acid Tank Area.

Exclusions:
All Piping work.

Respectfully Submitted,

SOUTHWESTERN INDUSTRIAL
CONTRACTORS & RIGGERS, INC.

C.A. Denk
C.A. Denk
Chief Estimator



NORMAL CONDITIONS OF ACCEPTANCE, SALE AND PAYMENT ARE STATED ON REVERSE SIDE OF THIS QUOTATION.

ASARCO ELP 0006893

BID TABULATION
Form # PD 8-B Revised 9/60

DEP'T. - _____ BY _____ Page _____ of _____ Pg'

James & Luther Inc. Contractors/Services
P.O. Box 13224 • El Paso, TX 79912 • (915) 598-1081



May 26, 1982

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

Re: Antimony Plant
Attn: Mr. Carl Glaser

Gentlemen:

We propose to provide all labor, material and equipment to complete the foundation, piping, setting of equipment, etc. in accordance with your plans, all for the sum of \$ 108,493.⁰⁰.

The only materials included are concrete, reinforcing steel, anchor bolts and steel base plates indicated on the drawing.

No painting or insulation is included.

Hoping the above meets with your approval, we remain.

Sincerely yours,

G. DAN JAMES

GDJ:gw

ASARCO ELP 0006895