

PLAINTIFF'S EXHIBIT

ASA-1119

ASARCO General Services Division
CONTRACT BIDDING SECTION 8.105



ASARCO ELP 0007696

PURCHASING DEPARTMENT
October 20, 1981

Mr. W. R. Kelly
El Paso Plant

SUBJECT: ORDER 11H-1713, REON. EP-50
CONVERTER GAS BYPASS ERECTION
& INSULATION

Herewith three (3) copies of contract properly signed and
executed with James & Luther Inc. Contractor/Services
to cover the Converter Gas Bypass Erection & Insulation
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 two (2)
copies are for the plant file.

You will note New York Purchasing Department Order 11H-1713
has been assigned to this contract for reference purposes. As
soon as the work is completed to the satisfaction of all concerned,
the invoices should be paid locally without reference to this
office. However, a copy should be sent to New York for recording.

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


F. O. WITTWER

FOW:eth
Enc.

cc: R. O. Covington

RECEIVED

OCT 23 1981

W. R. KELLY

M. A. SHARP

ASARCO ELP 0007697

Article 2. Time of completion

The work shall be commenced October 5, 1981 and shall be substantially completed November 30, 1981.

~~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 Forty-Four Thousand Nine Hundred Ninety-Eight and No/100----- dollars, (\$44,998.00), lawful money of the United States, as follows:

On or about the 1st day of each calendar month, commencing November 1, 1981, 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. 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 judgment 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 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 otherlike or unlike equipment used by the Contractor or any Subcontractor, even though such equipment be furnished or loaned to the Contractor or any such Subcontractor by the Owner, and shall indemnify the Owner against all such claims

Article 11. Owner's Responsibility for Certain Casualties

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

Article 12. Compliance with Laws and Ordinances

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

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

Article 13. Patents

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

Article 14. Changes in the Work

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

Article 15. Owner's Right to Terminate Contract

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

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

Article 16. Correction of Work after Payment

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

Article 17. Arbitration.

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

Article 18. Subcontracts

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

Article 19. Assignment

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

Article 20. Coordination of Work

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

Article 21. Undertakings by the Owner

The Owner agrees to obtain and pay for any permits, licenses and easements required for permanent structures or changes, and, to the extent practicable without interference with operations, to furnish the Contractor, free of charge, for its use during the construction, electricity, water, steam and compressed air required for construction purposes, at the voltage and pressure currently available at Owner's said plant, to a point adjacent to or within 200 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. Governing Law

This contract shall be construed and enforced in accordance with the law 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. CONTRACTOR/ENGINEER
Contractor

By _____

Title SECRETARY TREASURER
ASARCO Incorporated
Owner

By J. W. Dillman

ASARCO, Incorporated

FORM # INSURANCE-1 Revised 1-75

NEW CONTRACT

ASARCO, Incorporated EQUIPMENTS FOR CONTRACTORS AND SUBCONTRACTORS.

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE DESCRIBED BELOW HAVE BEEN ISSUED TO
JAMES & MUTHAR INC., CONTRACTORS/SERVICES

THESE POLICIES ARE NOW IN FORCE, COVERING WORK BY THE ASSURED FOR ASARCO, Incorporated
ON CONTRACT CONVERTER OIL INFRASTRUCTURE & INSTALLATION
AT EL PASO, TEXAS

IF THESE POLICIES ARE CANCELLED OR CHANGED IN ANY WAY THAT WILL AFFECT THIS CERTIFICATE, TEN DAYS' PRIOR WRITTEN NOTICE WILL BE GIVEN BY THIS COMPANY TO ASARCO, Incorporated.
ATTN: M. H. KOLLY PLANT MANAGER.

KIND OF INSURANCE	DESCRIPTION OF POLICY			REQUIRED MINIMUM
	NUMBER	EXPIRES	LIMITS OF LIABILITY	
CONTRACTOR'S PUBLIC LIABILITY (COMPREHENSIVE INCLUDING CONTRACTUAL)*	60AL419071 CNH	9-4-82		
BODILY-INJURY			EACH OCCURRENCE \$ 500,000.	\$300,000
PROPERTY-DAMAGE	60AL419071 CNH	9-4-82	EACH OCCURRENCE \$250,000.	\$ 25,000
CONTRACTOR'S PROTECTIVE LIABILITY	60AL419071 CNH	9-4-82		
BODILY-INJURY			EACH OCCURRENCE \$ 500,000.	\$300,000
PROPERTY-DAMAGE	60AL419071 CNH	9-4-82	EACH OCCURRENCE \$ 250,000.	\$ 25,000
AUTOMOBILE	60AL419071 CNH	9-4-82		
BODILY-INJURY			EACH PERSON \$ 250,000. EACH OCCURRENCE \$ 500,000.	\$100,000 \$300,000
PROPERTY-DAMAGE	60AL419071 CNH	9-4-82	EACH OCCURRENCE \$ 100,000.	\$ 25,000
WORKMEN'S COMPENSATION AND	60CB11768 CPS	9-4-82		COMPLY WITH APPLICABLE STATE LAW
EMPLOYER'S LIABILITY			EACH OCCURRENCE \$ 100,000.	\$ 25,000

DATE 9-23-81

AETNA CASUALTY & SURETY COMPANY
INSURANCE COMPANY

EL PASO, TEXAS

CITY

STATE

George M. McCall
GOLDFARB/111 JOURNALIZING REPRESENTATIVE

*The Contractor shall save harmless and indemnify the Owner from and against any expenses, loss or damage on account of any claim, demand or suit made by any person whatsoever, including any employee of the Owner, which 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 0007706

James G. Luffkin Inc. Contractors/Services
P.O. Box 13224 • El Paso, TX 79912 • (915) 598-1031



9-17-81

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

ATTN: Mr. Carl Glaser

RE: Converter Gas Crossover Flue

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 \$41,195.00.

All materials are supplied by ASARCO with the exception of the insulation/jacket material which we provide. No painting is included.

The above price is based on using aluminum jacket material (.1016). If stainless steel is used in lieu of aluminum, add \$3,803.00.

Hoping the above meets with your approval, we remain,

Sincerely,

Dan James
Secretary/Treasurer

DJ/lb

ASARCO ELP 0007707

ENC.

T: PURCHASING DEP'T.
NEW YORK OFFICE

EQUIPMENT

BID TABULATION
Form # PD 8-B Revised 6-60

EQUIPMENT - COTTON TOWER ERECTION & INSULATION

DATE 9-17-61

APPRO. #

REQN. #

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

Name of Bidder	Bidder #	RATING	Bidder #	RATING	Bidder #	RATING	Bidder #	RATING
Manufacturer								
Model Number								
Spec. Evaluation								
STEEL & RIVETWORK ERECTION	26614		27747 *		67038			
INSULATION (ALUMINUM) (ISL)	24775		17251		24775			
TOWER	51587		44998					
* JAMES G. LUTHER IS SLIGHTLY HIGHER ON THE BUT THE ... WILL BE MUCH THE ... TO ... THE WHEN THE SAME MEN & EQUIPMENT ... FOR THE INSULATION AND BOTH IN CONNECTION WITH ...								

DEP'T. - ENGINEERING

BY GLASER

Page ____ of ____ Pg'

James & Leffler Inc. Contractors/Engineers
P.O. Box 13224 • El Paso, TX 79912 • (915) 598-1031



9-17-81

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

ATTN: Mr. Carl Glaser

RE: Converter Gas Crossover Flue

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 \$41,195.00.

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The above price is based on using aluminum jacket material (.1016). If stainless steel is used in lieu of aluminum, add \$3,803.00.

Hoping the above meets with your approval, we remain,

Sincerely,

Dan James
Secretary/Treasurer

DJ/lb

SOUTHWESTERN



CONSTRUCTORS, INC.

Date September 8, 1961

Project ASARCO Converter

Gas Crossover Flue

Location El Paso, Texas

QUOTATION # 1-832

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

ATTN: Mr. Carl Glaser

We propose to furnish labor and equipment to unload from trucks jobsite and install the ductwork and supports as shown on Drawings No. E 14533, E 14550, E 24553, E 24556 and E 24555 for the lump sum of..... \$ 26,614.00

This quotation is based on the following conditions and exclusions:

Conditions:

1. All materials to be removed are to be stored on owner's property.
2. Material to be delivered at time of erection.
3. All welding rods to be E 7018.
4. Adequate crane access around the structure.
5. We have assumed flanges on expansion joints to be bolted.

Exclusions:

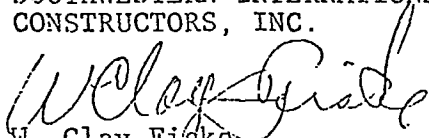
1. All materials becoming a permanent part of the structure except welding rod.
2. All field painting, touch-up and cleaning.
3. Testing of any kind.
4. Concrete of any kind.

Scheduling:

Approximately 4 weeks.

Respectfully submitted,

SOUTHWESTERN INTERNATIONAL
CONSTRUCTORS, INC.


W. Clay Fiske
President

(915) 772-0514

P.O. BOX 1917

EL PASO, TEXAS 79950

ASARCO ELP 0007710

T&R Mechanical
Contractors, Inc.

9 September 1981

ASARCO, Inc.
El Paso, TX

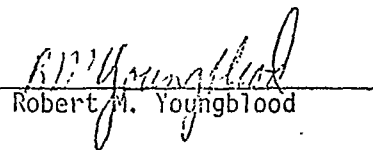
ATTENTION: Carl Glaser

Gentlemen:

T&R Mechanical Contractors, Inc. submits a bid of \$ 6,773.80
for the installation of duct and steel work for Converter Gas Crossover
Flue as specified on drawings E-14533, 14550, 24553, 24550, 24556.
T&R Mechanical Contractors, Inc. will furnish all labor, equipment
(including cranes), welding rods and gases necessary for project completion.

We understand that ASARCO will furnish all material including prefabricated
flue pieces, prefabricated walkways, gaskets, steel supports, bolts, anchors,
predrilled flanges, and all other materials necessary to the project. Pre-
fabricated material is assumed to be built according to drawings for proper
installation.


Thomas R. Pitcavage


Robert M. Youngblood

• 915-593-1334 • 984 Tony Lama • P.O. Box 26715 • El Paso, Tx 79925 •

ASARCO ELP 0007711

ALL TEMP INSULATION CO.

Insulation Contractors & Materials - Cold & Hot

3200 Gateway East
El Paso, Texas 79905
Ph. 533-1910

August 14, 1981

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

Re: Insulation on Converter Gas Crossover Flue

Attn: Carl Glazer

Gentlemen:

We propose to insulate the above referred project for the amount of \$24,775.00.

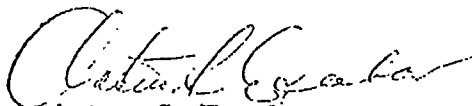
Insulation application and finished:

Three (3) inches of E.T.R. Insulation will be applied around flue with 3/4" galvanized bands. (12" centers) Calcium silicate block insulation shall be applied two (2) feet on the long sides of every manhole.

Insulation shall be finished with 010 stainless steel Jacket. The jacket shall be applied with self-tapping screws and 3/4" stainless steel bands (18" centers). All 90° Ells shall be finished with poultry wire and weather coating.

Yours truly,

ALL TEMP INSULATION


Arturo S. Escobar

ASE/ge

ASARCO ELP 0007712



SELLE INSULATION COMPANY

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

July 27, 1981

REC'D 8-26-81
ORIGINAL lost ??

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

Attn: Engineering Office
Jerry Smith

Re: Insulation for Crossover Pipe
at Roaster and Converter Spray Chambers

Gentlemen:

Per my visit with you on July 27, 1981, we are pleased to quote you on the above referenced work as shown on your drawing E-14533. Your specs called for 3" thick mineral wool finished with .016 aluminum jacketing, with an alternate for .010 stainless steel jacketing. Our prices are as follows:

With .016 Aluminum	\$25,825.00
With .010 Stainless Steel	29,965.00

These prices are based on working during regular working hours Monday thru Friday. We can hold this quote firm until September 30, 1981.

If you have any questions, please call me. We appreciate this opportunity to serve you.

Sincerely,

SELLE INSULATION COMPANY

Randy Hutton
Contract Manager

RH/bf

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

ASARCO ELP 0007713

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

INVOICE

Nº 0257



TO: ASARCO
P.O. Box 1111
El Paso, TX 79999

Attn. Mr. Carl Glaser

DATE	CUSTOMER ORDER NO.	PROJECT NAME	LOCATION
2-17-82	668	Painting of Walkway To Flue	El Paso, Texas
DESCRIPTION			AMOUNT

Contract Price

\$3,900.00

Total Amount Due

\$3,900.00

Distribution:

- (4) Mr. Carl Glaser
- (1) Master Job File

OKC

2-19-82

673 - PAINTING

~~HOSELINE 6'-6" DIA COR~~
~~HEAVY 17" FLUE~~

Terms: Net 10 Days.

Thank You

ASARCO ELP 0007714

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

INVOICE

Nº 0254



TO: ASARCO
P.O. Box 1111
El Paso, TX 79999

Attn. Mr. Carl Glaser

DATE	CUSTOMER ORDER NO.	PROJECT NAME	LOCATION
2-8-82	3473 933	ASARCO Flue	El Paso, Texas
DESCRIPTION			AMOUNT

Attached Invoice
10% Mark Up of Invoice

\$3,612.00
\$ 361.20

Total Amount Due

\$3,973.20

Distribution:

- (4) ASARCO
- (1) Master Job File

2-19-82
C.S.
EP 673
INSULATE 6'-6" DIA CORR.
HOT GAS FAN FLUE

TERMS: Net 10 Days

Thank You

ASARCO ELP 0007715

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

INVOICE

No 0226



TO: ASARCO
P.O. Box 1111
El Paso, TX 79999

Attn. Mr. Carl Glaser

DATE	CUSTOMER ORDER NO.	PROJECT NAME	LOCATION
1-5-82		Converter Gas Flue	El Paso, Texas
DESCRIPTION			AMOUNT

Job #8086

Contract Price \$44,998.00
Change Orders \$12,345.87

Subtotal \$57,343.87
Less Prior Billings ~~10,000.00~~ ~~\$36,448.38~~

Less 10% Retainage ~~1,245.67~~ \$20,895.49
~~1684.57~~ \$ 2,089.55

Total Amount Due

15161.10

2-1-82

OKG
1-26-82
EP673

\$18,805.94

FILE PRINTING CO - EL PASO KORS-23

MATERIAL REQUISITION

EP673

DATE 1-26-82

El Paso Plant

Req. #

DEPT. CONSR

Equipment #

Time of Issue - Day ☐ Night ☐

Expense #

Description of Work Converter Bypass

Quant. Requested	DESCRIPTION	Unit of Issue	Quant. Issued	Class	Item #	Value
	Tel Invoice 0226		16845.67		20895.49	149
	RETAINAGE		1684.57		2089.55	155
	Payment		5161.10		18805.94	

TERMS:

Requisitioner EP50 114-1713

Issued By

Glaser

Thank You

ASARCO ELP 0007716

MATERIAL REQUISITION

DATE 1/14/82

El Paso Plant

Req # 573DEPT. CONSREquipment # Time of Issue - Day ☐ Night ☐Expense # Description of Work CONSR By Pass Pipe

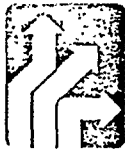
Quant. Requested	DESCRIPTION	Unit of Issue	Quant. Issued	Class	Item #	Value
	1 ANG 2 LUMIN 0208				40498	30
	PENGLIN				4049	82
	PIPE				36498.38	

Requisitioner ELSO 1141713Issued By [Signature]

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

INVOICE

Nº 0208



TO: ASARCO
P.O. Box 1111
El Paso, TX 79999

Attn. Mr. Carl Glaser

DATE	CUSTOMER ORDER NO.	PROJECT NAME	LOCATION
12-3-81	11H-1713	ASARCO Flue	El Paso, Texas
DESCRIPTION			AMOUNT
90% Contract Price			\$40,498.20
Less 10% Retainage			<u>\$ 4,049.82</u>
Total Amount Due			<u><u>\$36,448.38</u></u>

Distribution:

- (1) ASARCO
- (1) Master Job File

OKC
1-14-82
EP 673

Thank You

ASARCO ELP 0007718

MATERIAL REQUISITION

67623

DA. 1-6-82

El Paso Plant

Req. # _____

DEPT. CONSTRUCTION

Equipment # _____

Time of Issue - Day ☐ Night ☐

Expense # _____

Description of Work ACID STORAGE TANK

Quant. Requested	DESCRIPTION	Unit of Issue	Quant. Issued	Class	Item #	Value
	<u>T&L INVOICE #0225</u>					<u>3.00</u>

Requisitioner P.O. 131Issued By J. L. Laca

MATERIAL REQUISITION

67673

DATE 1-6-82

El Paso Plant

Req. # _____

DEPT. CONSTRUCTION

Equipment # _____

Time of Issue - Day ☐ Night ☐

Expense # _____

Description of Work ACID STORAGE TANK

Quant. Requested	DESCRIPTION	Unit of Issue	Quant. Issued	Class	Item #	Value
	<u>T&L #0225</u>					<u>3.00</u>

Requisitioner P.O. 131Issued By J. L. Laca

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

INVOICE

No 0225



TO: ASARCO
P.O. Box 1111
El Paso, TX 79999

Attn. Mr. Carl Glaser

DATE	CUSTOMER ORDER NO.	PROJECT NAME	LOCATION
1-5-82	P.O. # 131	Unload and Set Acid Storage	El Paso, Texas

DESCRIPTION		AMOUNT
Change Orders:		
		\$ 346.95
		\$ 462.60
		\$1,931.17
		<u>\$ 668.40</u>
Total Amount Due		<u>\$3,409.12</u>
TERMS: Net 10 Days		

Thank You

OKG
EP 673

ASARCO ELP 0007720

El Paso, Texas
January 26, 1982

Mr. F. O. Wittwer
New York Purchasing

Re: 11H-1713, Reqn. EP-50
Converter Gas Bypass Erection and
Insulation - James & Luther, Inc.

The following additional work was required to complete the referenced contract:

1. Field welds not indicated on drawings.	\$ 1,065.30
2. Rework #3 tower platform, handrail and cross bracing due to revised duct elevation.	1,412.40
3. Remove piping originally scheduled to be removed by plant work force.	116.70
4. Cut 10' lengths of grating furnished by ASARCO into 3' lengths.	165.75
5. Fabricate and install extra gussets in MK. 14550A and trim flanges to fit.	915.00
6. Change incorrect flanges on MK. 14550A elbow and MK. 14550C duct.	321.45
7. Install additional couplings and brackets for instrumentation.	249.30
8. Authorized premium time to meet scheduled operations downtime requirements.	455.47
9. Extra assembly costs due to out of round duct sections.	841.35

ASARCO ELP 0007721

Mr. F. O. Wittwer

-2-

January 26, 1982

10. Duct support modifications and duct repositioning due to drawing error.	\$ 5,620.00
11. Cost of time lost and crane rental waiting for access to work area.	371.25
12. Furnish and install additional 6'-6" dia. flanges and gaskets.	<u>811.90</u>
Total	\$12,345.87

Please add Change Order #1 in the amount of \$12,345.87 to the contract to cover this work. Back charges are being prepared to be given to the steel fabricator in order to recover some of the above expenses.

CARL GLASER

CG/pag

CC: W. R. Kelly
R. O. Covington

ASARCO

New York Office
Purchasing Department

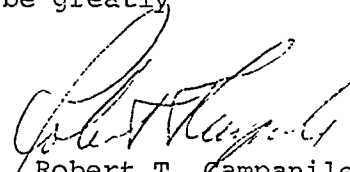
March 19, 1982

Mr. C. Glaser
El Paso Plant

Re: Order 11H-1713
Regn. EP-50

We have still not received your advice with reference to the charges to be recovered from the steel fabricator, which was the subject of Mr. F. O. Wittwer's letters of February 10 and March 1.

Your prompt attention in this regard will be greatly appreciated.



Robert T. Campanile

RTC:eth

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

ASARCO ELP 0007723