

ASARCO INCORPORATED
CENTRAL ENGINEERING DEPARTMENT
FIELD CONSTRUCTION

COPPER CONVERTER BLDG. EVAC. SYSTEM
EL PASO, TEXAS
FEBRUARY 22, 1977

Mr. F. O. Wittwer
Purchasing Agent
ASARCO Incorporated
120 Broadway
New York, N.Y. 10005

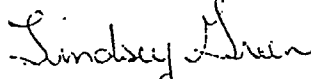
RE: EA-21-EP, N.Y. 3636, PLT 610
Copper Converter Building Evacuation System
Contract No. 16H-1683
540,000 ACFM Suction Baghouse
C. F. Opel, Inc.

Dear Mr. Wittwer:

As I explained to you during our telephone conversation, we are nearing the completion of the erection of the 540,000 ACFM Suction Baghouse on the above-referenced project. Several items have arisen that were not included in the bid package because drawings were not received at the time the contract was awarded. There have also been some problems arising from discrepancies between Wheelabrator-Frye's drawings and the fabricated material at the job site.

On the attached sheet, I have indicated the additional work that must be done and the estimated related costs, along with who is at fault. Because the contractor is working under a "Lump Sums" construction contract, an immediate resolution and change order to the contract is necessary, so we can complete this phase of the work. If I can be of further help or supply further information, please let me know.

Yours truly,



Lindsey Green
Field Engineer

LG:jo
Enclosure - as stated

cc: E. H. Haug/W. T. Sweat, with Encls.
W. R. Mahoney, with Encls.
W. R. Kelly, with Encls.

Mr. F. O. Wittwer

February 22, 1977

<u>DESCRIPTION OF WORK</u>	<u>ESTIMATED COSTS</u>
1. Install and weld out 12 conveyor supports	\$ 1,440.00
2. Free-up two 12" rotary valves	180.00
3. Straighten shaft on slide gate	32.00
4. Modification of inside walkways in the two south bays of the baghouse	40.00
5. Rework handrails and toeplates at 5 locations on outside walkways around baghouse	960.00 *
6. Ream Holes in damper housings from 7/16" to 9/16" and rotate one plate and housing 90°	240.00
7. Repair one 2-horse power motor	12.00

RESPONSIBILITY

The drawings indicating this work were not received until after the contract for this job had been let. These costs should be ASARCO's responsibility.

These valves were inadvertently left outside at the time of delivery to the plant site and have rusted. These costs are ASARCO's responsibility.

This shaft was bent by construction personnel during unloading. These costs are ASARCO's responsibility.

W-F Drawing 2333-9-320 indicates all interior walkways are typical. However, the two south bays are not typical as the plate is welded outside rather than inside. This cost should be Wheelabrator-Frye's responsibility.

This seems to be a problem with Wheelabrator-Frye's steel fabricator, Bay Fabricators, not conforming to design drawings.

This again seems to be a problem with Wheelabrator-Frye's steel fabricator not conforming to design drawings. Wheelabrator-Frye drawing 2333-9-271 indicates 9/16" holes, however, they are actually 7/16". Also, one plate and housing was positioned 90° off by the fabricator.

This motor was damaged during shipment, but this damage was not found until time of installation. Although this should be the freight line's responsibility, the damage was discovered after the delivery and it might be difficult to get them to accept responsibility.

L. Green

EP-41

Attn: F. O. Wittwer

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

As Arranged

Contract, Insurance Forms & Drawings Attached. Per Quotations
Supplied Your From Mr. L. Green

This Requisition Is To Record Agreement Entered Into
With C. F. Opel, Inc. To Cover Erection Of 340,000
ACFM Suction Paghhouse.

August 27, 1976
Antimony Plant EP-610

ASARCO ELP 0007037



Bowen Company, Inc.

Contractors & Engineers
Main Office: American Savings Building, Suite 322
2030 Texas Avenue El Paso, Texas 79901
A/C (915) 533-9854
3120 Southwest Freeway
Houston, Texas 77098
Area Code (713) 526-3301

Transmittal #DG131-81176

August 11, 1976

Mr. F. O. Wittwer
Purchasing Agent
ASARCO Incorporated
120 Broadway
New York, New York 10005

Re: EA-21-EP, N.Y. 363, PLT 610
Copper Converter Building Evacuation System
File 8.19.2-Request for Quotation
540,000 CFM Suction Baghouse

Dear Mr. Wittwer:

In response to your request of July 14, 1976 the Bowen Company, Inc. proposes to erect the referenced project for the sum of \$219,500.00. Extra work will be performed at cost plus 5%.

It is anticipated erection will take 120 working days from receipt of total materials.

We appreciate the opportunity of quoting upon your construction requirements and look forward to working with you on this project.

Sincerely,

BOWEN COMPANY, INC.

Danny Graham

DG:bb

cc: Mr. E. H. Haug, Director of Engineering
Mr. W. R. Kelly, Manager



M. M. SUNDT CONSTRUCTION CO.

P. O. BOX 27507 • 4101 E IRVINGTON • TUCSON, ARIZONA 85726 • 602-748-7000



August 11, 1976

Our Ref. No. 76-084

ASARCO, Inc.
120 Broadway
New York City, New York 10005

Attention: Mr. F. O. Wittwer
Purchasing Agent

Re: EA-21-EP, NY 363, PLT 610
Copper Converter Building
Evacuation System
File 8.19.2 - Request for
Quotation
540,000 ACFM Suction Baghouse

Gentlemen:

In accordance with your request for quotation referenced above and based upon our visitation to the job site and our awareness of the working conditions and resources, we submit the lump sum price of \$331,585.00.

We estimate that it will take four (4) months to complete the project.

In the event we are requested to perform extra work, we would do so on an actual cost basis plus four per cent (4%) for overhead and ten per cent (10%) for profit.

Thank you for inviting us to submit this bid and we hope we may have the pleasure of doing this work for ASARCO.

Very truly yours,

M. M. SUNDT CONSTRUCTION CO.

M. A. Hustad
M. A. Hustad
Senior Vice President
Manager, Mining Division

MAH/db
Cc: As indicated on the letter
of instructions

RECEIVED AUG 13 1976

J. H. Seew

ASARCO ELP 0007039

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
Washington-223-01-15526

Mr. F. O. Wittwer
Purchasing Agent

ASARCO Incorporated

120 Broadway

New York, New York 10005

DATE 19 August 1976

PROJECT EA-21-EP

NY 363, PLT 610

LOCATION El Paso, Texas

We propose to furnish labor and equipment to erect from jobsite stockpile your 540,000 ACFM Suction Baghouse for \$350,800.00.

Bid drawings are being mailed to you under separate cover today.

Should you request work beyond the contract, we will perform such extra work on the following basis:

1. Labor and jobsite supervision to be charged at total labor cost plus 10% overhead and 10% fee.
2. Equipment to be charged at current AED rates.
3. Materials to be furnished at cost plus 10%.

We estimate a 5 month erection period on the job which, with a November 1, 1976 start date, would complete on March 31, 1977.

Respectfully submitted,


G. R. Hatch

GRH:iz

cc: Mr. E. H. Haug
Director of Engineering
ASARCO Incorporated
8-10 West First South
Salt Lake City, Utah 84104

Mr. W. R. Kelly, Manager
ASARCO Incorporated
El Paso Smelting Works
P. O. Box 1111
El Paso, Texas 79999



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

ASARCO ELP 0007040

Steelcon building company, inc.

201 NORTH PIEDRAS 3309 79923 5446860
~~894 SOUTH HORIZON AVE~~ • BOX ~~1777~~ • EL PASO, TEXAS ~~79912~~ • 915 ~~893-2872~~

August 20, 1976

Mr. Lindsey Green
Field Construction Engineer
ASARCO Incorporated
El Paso Smelting Works
P.O. BOX 1111
El Paso, Texas 79999

Reference: 540,000 ACFM Wheelabout
Frye Suction Bag House
ASARCO Incorporated
El Paso, Texas

Reference: EA-21-EP, N.Y. 3636, PLT 610
Copper Converter Building
Evacuation System

Dear Sir:

We Hereby submit a lump sum bid of Three Hundred Ninety-eight Thousand, One Hundred Sixty-three (\$398,163.00) Dollars to erect the Bag House on the above Referenced Project in accordance with Specifications as follows:

1. STRUCTURAL ERECTION

The quotation includes Labor, Equipment and Field Materials necessary to erect the Structural Steel, Bag House Sheeting, Walkways, Access Platforms, Stairway Ladders, Inlet and Outlet Plenums, Doors and Hoppers that will be furnished by others.

2. MECHANICAL INSTALLATION

The quotation includes Labor, Equipment and Field Materials necessary to install all Mechanical Equipment, but not limited to, Shaker Mechanisms, Inlet and Outlet Dampers, Dusttubes And Filterbags, Hopper Screw Conveyors and Slide Gates that will be furnished by others.

3. ELECTRICAL INSTALLATION

Excluded except for Placement of Electrical Equipment such as Shaker Motors, Conveyor Motors, ETC. that will be furnished by others.

4. Excluded in its Entirety

Piping, Painting, Concrete and Grouting.

GENERAL CONTRACTING • AGRI-BUILDING SYSTEMS BY BUTLER



ASARCO ELP 0007042

G. M. G. CONSTRUCTION COMPANY

NEW ADDRESS:

P. O. BOX 9658
CORPUS CHRISTI, TEXAS 78408

INDUSTRIAL CONSTRUCTION

PHONE A/C 512 883-9381 P. O. BOX 4952
CORPUS CHRISTI, TEXAS 78408

NEW ADDRESS:

P. O. BOX 9658
CORPUS CHRISTI, TEXAS 78408

August 16, 1976
Proposal No. GMG-G-148

ASARCO, INC.
Mr. F. O. Wittwer, Purchasing Agent
120 Broadway
New York, New York 10005

RE: EA-21-EP, N.Y. 363, PLT 610
Copper Converter Building
Evacuation System, File 8.19.2
Request for Quotation
540,000 ACFM Suction Baghouse

Gentlemen:

We would like to quote a lump sum firm price for the erection of a twelve (12) compartment dustube dust collector as outlined on your above referenced request of \$456,051.00. Our price includes all labor, supervision, equipment and field materials for the job and is based on a beginning date on or about November 1, 1976 and a completion time of about six months.

In preparing our proposal, we have made assumptions as follows:

1. Shaker tubes shall be shipped to job assembled.
Ref. Drawing No. 2330-7-400 Item 1.
2. No scaffold frames necessary to install bags; use scaffold boards on top of tubes.
3. Poppet valve and damper assembly shall be shop fabricated by others and shipped to job ready for installation. Price includes installation of power operator and air cylinder.
4. Screw Conveyors will be shipped to job assembled and ready for installation, complete with bolts, gaskets, hardware, etc. Motors will be installed, assume 10 horsepower or less.
5. Field materials shall be as follows: welding rods,

ASARCO ELP 0007044

G. M. G. CONSTRUCTION COMPANY

NEW ADDRESS:

P. O. BOX 9633
CORPUS CHRISTI, TEXAS 78408

INDUSTRIAL CONSTRUCTION

PHONE A/C 512 883-9381

P. O. BOX 4953

CORPUS CHRISTI, TEXAS 78408

NEW ADDRESS:

P. O. BOX 9658
CORPUS CHRISTI, TEXAS 78408

oxygen, acetylene, grinder discs, temporary erection bracing backup strips as noted on drawings and miscellaneous construction consumables.

6. All material shall be available on the job site without delay to the erection schedule.

We are appreciative of this opportunity to submit a proposal and hope we will be of service to you. We would also be glad to discuss any alternate means of performing this work should you entertain the idea.

Thank you,

GMG CONSTRUCTION CO.


J. M. Davidson
Vice President

Attachments: Labor Rate Schedule Serial No. G-148
Equipment Rate Schedule Serial No. 0300

CC: Mr. E. H. Haug with attachments
Mr. W. R. Kelly with attachments
~~Mr. Lindsey Green with attachments~~
File GMG-G-148

JMD/mjh

NEW ADDRESS:

P. O. BOX 9668
CORPUS CHRISTI, TEXAS 78403

G. M. G. CONSTRUCTION COMPANY

INDUSTRIAL CONSTRUCTION
PHONE A/C 512 883-9381 P. O. BOX 4952
CORPUS CHRISTI, TEXAS 78408

NEW ADDRESS:

P. O. BOX 9668
CORPUS CHRISTI, TEXAS 784

LABOR RATE SCHEDULE

Hourly Charge Rates (El Paso)

JOB CLASS	PAY RATE	BENEFITS	CHARGE
Boilermaker	10.00	1.28	15.85
Boilermaker Asst. Foreman	10.50	1.28	16.56
Boilermaker Foreman	10.75	1.28	16.92
Boilermaker Gen. Foreman	11.75	1.28	18.36
Carpenter	7.47	.57	11.39
Carpenter Foreman	7.82	.57	11.90
Saw Operator	7.63	.57	11.62
Millwright	7.90	.57	12.01
Millwright Foreman	8.25	.57	12.51
Millwright Welder	8.03	.57	12.20
Cement Mason	6.36	.51	9.73
Cement Mason Foreman	6.98	.51	10.62
Finishing Machine Operator	6.48	.51	9.90
Composition Worker	6.73	.51	10.26
Semi - Skilled Operator	6.39	.85	10.16
Operator	6.97	.85	11.00
Operator Foreman	7.36	.85	11.56
Operator General Foreman	7.61	.85	11.92
Tractor Equipment Operator	7.11	.85	11.20

G. M. G. CONSTRUCTION COMPANY

NEW ADDRESS:

P. O. BOX 9633
CORPUS CHRISTI, TEXAS 78408

INDUSTRIAL CONSTRUCTION

PHONE A/C 512 883-9381 P. O. BOX 4952
CORPUS CHRISTI, TEXAS 78408

NEW ADDRESS:

P. O. BOX 9633
CORPUS CHRISTI, TEXAS 78408

LABOR RATE SCHEDULE

Hourly Charge Rates (El Paso)			
JOB CLASS	PAY RATE	BENEFITS	CHARGE
Plumber	7.89	1.52	13.09
Plumber Foreman	8.54	1.52	14.03
Plumber General Foreman	8.64	1.52	14.17
Plumber Superintendent	8.89	1.52	14.53
Ironworker	7.65	1.45	12.67
Ironworker Foreman	8.15	1.45	13.39
Ironworker General Foreman	8.65	1.45	14.10
Unskilled Labor	4.91	.73	7.90
Semi-Skilled Labor	5.06	.73	8.11
Skilled Labor	5.31	.73	8.47
Pipe Layer	5.19	.73	8.30
Labor Subforeman	5.56	.73	8.83
Labor Foreman	5.69	.73	9.02
Time Keeper	----	---	8.50
Field Clerk	----	---	8.50
Warehouseman	----	---	8.50

G. M. G. CONSTRUCTION COMPANYNEW ADDRESS:

P. O. BOX 8858
CORPUS CHRISTI, TEXAS 78403

INDUSTRIAL CONSTRUCTION

PHONE A/C 512 853-9381 P. O. BOX 4952
CORPUS CHRISTI, TEXAS 78403

NEW ADDRESS:

P. O. BOX 8858
CORPUS CHRISTI, TEXAS 78403

PROJECT SUPERVISION AND ENGINEERING

Hourly Charge Rates

JOB CLASS	CHARGE RATE
General Superintendent	16.00
Superintendent	15.00
Project Foreman	14.00
Instrument Man	11.00
Rodman	8.50

OFFICE PERSONNEL:

Engineer, Consultant	35.00
Engineer, Senior Design	24.00
Engineer, Design	22.00
Engineer	20.00
Engineer, Junior	18.00
Senior Technician	18.00
Technician, Civil, Electrical, Mechanical	15.00
Draftsman, Civil, Electrical, Mechanical	11.00
Stenographer	7.00

OVERTIME RATES ARE 1.5 TIMES STRAIGHT TIME RATE

INCIDENTALS:

Supplies, Stakes, Flagging, Blueprints,
Reproductions and Out of Town Expenses

Cost plus 15%

G. M. G. CONSTRUCTION COMPANY

NEW ADDRESS:

P. O. BOX 6558
CORPUS CHRISTI, TEXAS 78408

INDUSTRIAL CONSTRUCTION

PHONE A/C 512 853-9321 P. O. BOX 4952
CORPUS CHRISTI, TEXAS 78408

NEW ADDRESS:

P. O. BOX 6558
CORPUS CHRISTI, TEXAS 78408

HOURLY CHARGE RATE

1. Rates as set out in the Labor Rate Schedule are effective thru March 31, 1977 except boilermaker rates which will be effective thru December 9, 1977. Billing for labor will reflect straight time as shown for each craft. This charge includes all labor cost to customer except as provided below.
2. Overtime: Any work other than the normal eight hour work day, Monday thru Friday, excluding recognized Union Holidays. Overtime rates will be submitted upon request.
3. As changes in labor rates and/or benefits are published, we shall submit revised Labor Rate Schedules to reflect revised cost.

G. M. G. CONSTRUCTION COMPANY**INDUSTRIAL CONSTRUCTION**

PHONE A/C 512 883-9381 P. O. BOX 4992
CORPUS CHRISTI, TEXAS 78408

EQUIPMENT RATE SCHEDULE**MAINTAINED AND FUELED - LESS OPERATOR**

*8 Hour Minimum (Over 8 Hours
@ 1/8 per Day/per Hour)

Effective: January 1, 1976
Through: June 30, 1976

DESCRIPTION	HOUR	DAY*
<u>Air Compressors</u>		
100 CFM		27.00
185 CFM		44.00
600 CFM		115.00
850 CFM		150.00
<u>Air Hoses</u>		
3/4" X 50'		3.00
1" X 50'		3.50
1-1/2" X 50'		4.50
2-1/2" X 50'		6.50
<u>Air Tools</u>		
Paving Breaker, 80-90 Lb.		9.00
Drill, I.R. 2" to 3"		8.00
Chain Saw, 24"		12.00
Sandblaster, 5 Sack W/Hood, Hose & Nozzle		26.00
Sand Dryer		24.00
Vibrator, Concrete		12.00
Grinder of Buffer		8.00
Tie Tamps		16.00
1/2" Impact Wrench		6.00
3/4" Impact Wrench		8.00
1" Impact Wrench		10.00
Backfill Tamp		8.00
Clay Spade		7.00
Paint Gun, 2 Gal. Pot W/50' Hose		8.25
Chipping Hammer		4.50
Roto Hammer Drill		6.00
Pipe Saw		40.00

G. M. G. CONSTRUCTION COMPANY

INDUSTRIAL CONSTRUCTION

PHONE A/C 512 863-9321

P. O. BOX 4962

CORPUS CHRISTI, TEXAS 78408

EQUIPMENT RATE SCHEDULE

MAINTAINED AND FUELED - LESS OPERATOR

*8 Hour Minimum (Over 8 Hours
@ 1/8 per Day/per Hour)

Effective: January 1, 1976
Through: June 30, 1976

DESCRIPTION	HOUR	DAY*
<u>Compaction Tools</u>		
Wacker Rammer	3.50	
Nibro Max Rammer	3.50	
J-Tamper	3.00	
J-12 Tamper	2.25	
Backfill Tamper		8.00
Sheepsfoot Roller		20.00
<u>Buckets, Clamshell</u>		
3/4 C.Y.-		24.00
2 C.Y.		80.00
<u>Bucket, Dragline</u>		
3/4 C.Y.		20.00
X 1-1/4 C.Y.		27.25
1-1/2 C.Y.		30.00
2-1/2 C.Y.		35.00
<u>Concrete Equipment</u>		
1/2 C.Y. Bucket		10.00
3/4 C.Y. Bucket		12.00
1 C.Y. Bucket		14.00
1.3 C.F. Mortar Mixer, Elec.		12.00
Vibrator, Gasoline		12.00
Vibrator, Electric		12.00
Vibrator, Air		65.00
Cunite Gun, Gasoline		65.00
Georgia Buggies		6.00
Rebar Shears		5.00
Rebar Bender		3.00
Hopper, W/Tower		4.00
Masonry Saw		6.00

G. M. G. CONSTRUCTION COMPANY

INDUSTRIAL CONSTRUCTION

PHONE A/C 512 843-9341

P. O. BOX 4922

CORPUS CHRISTI, TEXAS 78408

EQUIPMENT RATE SCHEDULEMAINTAINED AND FUELED - LESS OPERATOR

*8 Hour Minimum (Over 8 Hours
@ 1/8 per Day/per Hour)

Effective: January 1, 1976
Through: June 30, 1976

DESCRIPTION	HOUR	DAY*
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Cranes

15 Ton Cherry Picker	15.00	
18 Ton Cherry Picker	18.00	
30 Ton Motor Crane	20.00	
30 Ton Hydraulic Crane	30.00	
✓ 45 Ton Crawler Crane	35.00	
50 Ton Crawler Crane	40.00	
65 Ton Crawler Crane	55.00	
65 Ton Motor Crane	55.00	

Draglines, Less Bucket

1-1/4 C.Y.	40.00	
2-1/2 C.Y.	60.00	

Dragline Mats

All Sizes		8.00
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Electric Tools & Generators

Generator, AC, 3.5 KW, Gas	2.50	
Generator, AC, 5 KW, Diesel	3.25	
1/2" Drill		2.50
3/4" Drill		3.00
10" Table Saw		8.00
12" Radial Arm Saw		10.00
7-1/2 Rotary Hand Saw		4.00

G. M. G. CONSTRUCTION COMPANY

INDUSTRIAL CONSTRUCTION

PHONE A/C 512 843-9341 P. O. BOX 4952
CORPUS CHRISTI, TEXAS 78408

EQUIPMENT RATE SCHEDULE

MAINTAINED AND FUELED - LESS OPERATOR

*8 Hour Minimum (Over 8 Hours
@ 1/8 per Day/per Hour)

Effective: January 1, 1976
Through: June 30, 1976

DESCRIPTION	HOUR	DAY*
<u>Hoists</u>		
2 Drum, 3,000 Lb., Gasoline	7.00	
4 Drum, 900 Lb., Diesel	15.00	
Air Tugger, 2,000 Lb.		24.00
Beebe, Hand Operated, 1,000 Lb.	1.00	
<u>Hole Drilling Equipment</u>		
Hydraulic Auger	12.00	
<u>Hose, Suction</u>		
1-1/2" X 20'		3.20
2" X 20'		4.80
2-1/2" X 20'		5.40
3" X 20'		6.00
4" X 20'		6.80
5" X 20'		9.20
6" X 20'		14.80
8" X 20'		30.00
<u>Hose, Discharge</u>		
1-1/2" X 50'		2.50
2" X 50'		33.00
2-1/2" X 50'		3.60
3" X 50'		4.00
4" X 50'		4.00
6" X 20'		6.00
8" X 20'		15.00
<u>Aluminum Pipe</u>		
6" X 40' Jts.		1.00/Jt.

G. M. G. CONSTRUCTION COMPANY

INDUSTRIAL CONSTRUCTION

PHONE A/C 512 843-9341 P. O. BOX 4952
CORPUS CHRISTI, TEXAS 78408

EQUIPMENT RATE SCHEDULE

MAINTAINED AND FUELED - LESS OPERATOR

*8 Hour Minimum (Over 8 Hours
@ 1/8 per Day/per Hour)

Effective: January 1, 1976
Through: June 30, 1976

DESCRIPTION	HOOR	DAY*	MONTH
<u>House, Tool</u>			
8' Wide up to 25'			75.00
8' X 38'			121.00
✓ 10' X 20'			75.00
10' X 20' Office & Tool			130.00
<u>Lawn Equipment</u>			
Edger, Gasoline		4.00	
21" Power Mower, Gasoline		7.00	
19" Push Mower, Gasoline		6.00	
22" Power Mower, Gasoline		7.50	
26" Power Mower, Gasoline		8.00	
Weed Eater, Gasoline		8.00	
Slope Mower, Diesel		40.00	
Riding Mower, Gasoline		18.00	
<u>Trailer, Field Office</u>			
10' X 46'			250.00
12' X 52'			250.00
8' X 35'			150.00
<u>Tractors, Dozers & Loaders</u>			
Tractor, Diesel W/5' Mower	6.00		
Backhoe, 60HP Diesel	10.00		
Backhoe, 3/4 C.Y.	15.00		
✓ Loader, Rubber Tired, 3-1/2 C.Y.	20.00		
Dozer, M-F Model 200	12.00		
Dozer, D-5 Diesel	18.00		
Grader, 12' Blade Diesel	12.00		
Tractor, Farmall 450	4.00		

G. M. G. CONSTRUCTION COMPANY

INDUSTRIAL CONSTRUCTION

PHONE A/C 512 863-9381 P. O. BOX 4942
CORPUS CHRISTI, TEXAS 78408

EQUIPMENT RATE SCHEDULE

MAINTAINED AND FUELED - LESS OPERATOR

*8 Hour Minimum (Over 8 Hours
@ 1/8 per Day/per Hour)

Effective: January 1, 1976
Through: June 30, 1976

DESCRIPTION	HOURLY	DAY
<u>Trucks and Trailer</u>		
15 Ton Winch Truck	16.00	
W/50 Ton Float	20.00	
✓ W/60 Ton Lowboy	25.00	
12 Ton Winch Truck	15.00	
✓ W/50 Ton Float	18.00	
W/60 Ton Lowboy	20.00	
10 Ton Winch	12.00	
W/20 Ton Expandable Float	17.00	
Single Axel Oilfield Bed		
Winch Truck W/Poles	6.85	
2 Ton Flatbed	4.50	
2 Ton Flatbed Dump	5.00	
6 C.Y. Dump	5.50	
✓ 12 C.Y. Dump	14.00	
Welding Truck, 1 Ton Complete	11.00	
Service Truck, 2 Ton, Gasoline		
Diesel, Grease, Air, Oil	6.80	
1 Ton Mech Truck	5.00	
<u>Pumps, Centrifugal</u>		
1-1/2" Gasoline		10.00
2" Gasoline		11.00
2-1/2" Gasoline, 210 GPM		12.00
3" Gasoline, 293 GPM		13.00
4" Gasoline, 330 GPM		25.00
4" Diesel, 480 GPM		38.00
6" Diesel, Trash 1500 GPM		42.00
6" Gasoline, 1500 GPM		40.00
8" Diesel, 2100 GPM		
W/500" Head		150.00
<u>Pump, Jet</u>		
5" X 4", Diesel		45.00

G. M. G. CONSTRUCTION COMPANY

INDUSTRIAL CONSTRUCTION

PHONE A/C 512 883-9241 P. O. BOX 4993
CORPUS CHRISTI, TEXAS 78403

EQUIPMENT RATE SCHEDULE

MAINTAINED AND FUELED - LESS OPERATOR

*8 Hour Minimum (Over 8 Hours
@ 1/8 per Day/per Hour)

Effective: January 1, 1976
Through: June 30, 1976

DESCRIPTION	HOUR	DAY*
<u>Pump, Diaphragm</u>		
3" Single		13.00
4" Double		23.00
<u>Pump Submersible</u>		
1-1/2" Electric		10.00
2" Electric		12.00
<u>Small Trucks & Trailers</u>		
1/2 Ton Pickup.	2.25	
3/4 Ton Pickup.	2.75	
Van, Survey	2.75	
Carryall, Four Wheel Drive	3.75	
9 Ton 3 Axel Gooseneck Trailer	4.00	
<u>Cars</u>		
Sedans	3.00	
<u>Pile Driving Equipment</u>		
#7 McKiernan Terry Air Hammer		58.00
OR Vulcan Air Hammer		150.00
30-C Super Vulcan Air Hammer		125.00
#3 McKiernan Terry Sheeting Hammer		56.00
N-60 Vulcan Diesel Hammer		144.00
400A Vulcan Extractor, Air		52.00
50' Leads		24.00
90' Leads		48.00
#440 Linkbelt Diesel Hammer		144.00
Hair Pin		30.00

G. M. G. CONSTRUCTION COMPANY

INDUSTRIAL CONSTRUCTION

PHONE A/C 512 883-9281 P. O. BOX 4952
CORPUS CHRISTI, TEXAS 78409

EQUIPMENT RATE SCHEDULE

MAINTAINED AND FUELED - LESS OPERATOR

*8 Hour Minum (Over 8 Hours
@ 1/8 per Day/per Hour)

Effective: January 1, 1976
Through: June 30, 1976

DESCRIPTION	HOURL	DAY*
<u>Miscellaneous</u>		
500 Gal. Water Tank W/Stand		3.00
560 Gal. Fuel Tank W/Stand		3.00
Ice Maker, Electric		8.00
Steam Cleaner, Electric		12.00
Pipe Threader, Electric		8.00
Pipe Saw, Air		40.00
Spy Holiday Detector, Battery		32.50
Die Pencil Grinder, Electric		8.00
Side Grinder, Electric		10.00
Porta Power Hyd. Jack, Electric		10.00
Roto Tiller, Gasoline		12.00
Post Hole Digger		18.00
Come-A-Long		7.00
Ram Set Gun		8.00
Wang Computer		75.00
✓ 3,000 Lb. Demolition Ball		8.00
Track Drill		16.00
Chain Saw, Gasoline		25.00
<u>Surveying Equipment</u>		
Electronic Distance Measurer		65.00
Transit, Level, or Combination W/ Tripod and Rod		10.00

G. M. G. CONSTRUCTION COMPANY

INDUSTRIAL CONSTRUCTION

PHONE A/C 512 883-9381 P. O. BOX 4952
CORPUS CHRISTI, TEXAS 78408

EQUIPMENT RATE SCHEDULE

MAINTAINED AND FUELED - LESS OPERATOR

*8 Hour Minimum (Over 8 Hours
@ 1/8 per Day/per Hour)

Effective: January 1, 1976
Through: June 30, 1976

DESCRIPTION	HOUR	DAY*
<u>Welding Equipment</u>		
300 AMP Welding Machine, Gasoline	5.10	
300 AMP Welding Machine, Diesel	5.10	
300 AMP 6-Pak, Electric	14.00	
300 AMP, Electric	2.50	
✓ Cutting Rig	2.00	
Heliarc for 300 AMP Welder	5.00	
PVC Welding Torch	1.25	
Welding Leads Per Hd. Ft.		2.00

G. M. G. CONSTRUCTION COMPANY

INDUSTRIAL CONSTRUCTION

PHONE A/C 512 893-9391 P. O. BOX 4952
CORPUS CHRISTI, TEXAS 78409

EQUIPMENT RATE SCHEDULE

MAINTAINED AND FUELED - LESS OPERATOR

*8 Hour Minimum (Over 8 Hours
@ 1/8 per Day/per Hour)

Effective: January 1, 1976
Through: June 30, 1976

1. Tools classified as small tools, non-power, non-mechanical, will be charged at four (4) percent of gross labor charge.
2. Equipment listed above is furnished unmanned except as noted. Operators and drivers and craft using the equipment are all listed in the section setting forth hourly rates for personnel. All transportation cost and freight charges in mobilizing and demobilizing shall be for customers accounts.
3. ITEMS LISTED BY THE HOUR
Hourly rates shall parallel the time of the assigned operator, or craft using the equipment.
4. ITEMS LISTED RATE/DAY - 8 HOUR MINIMUM
Daily rent is charged for the first 8 hour shift or any part of this shift in which the tool or piece of equipment is committed to a craft for use. One eighth of the daily rent is charged for all hours committed after the first 8 hour shift.
5. Items listed, BY THE HOUR or BY THE DAY, may be leased by the week or the month at prevailing rates subject to mutual agreement of parties involved.
6. Equipment not owned but furnished by Contractor will be invoiced at prevailing rental rates subject to mutual agreement of parties involved.
7. Losses of or damages to any equipment or other property belonging to the Contractor which is not compensated by Contractor's insurance where loss or damage is sustained by the Contractor in connection with the work, provided such losses or damage is the result of causes other than the fault or neglect of the Contractor, shall be paid for by the Owner at cost plus six (6) percent.
8. Points, chisels, and blades will be furnished at no extra charge but, necessary sharpening will be contractors cost plus ten (10) percent.



Air Pollution Control Division

Wheelabrator-Frye Inc.

July 16, 1976

ASARCO Incorporated
120 Broadway
New York, New York 10005

Attention: Mr. W. A. Bennis
Director of Purchasing

Subject: ASARCO Inc.,
Inquiry EA-21-EP, N.Y.,
3636, PLT 610
Copper Converter Building
Evacuation System, El Paso, Texas

Gentlemen:

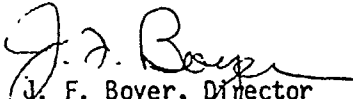
We are pleased to present WFI Proposal No. A56-4872-16 covering erection services for the equipment supplied to you on Wheelabrator-Frye Contract No. 2333 (your Order No. 16H-0142) dated February 4, 1976

Our proposal does not include the installation of the compressed air accessories, i.e., the solenoid valves, filters, flow control valves, lubricators, regulators, the accumulator, check valve, pilot control valve, pressure switch, etc., which are being supplied on the equipment contract. These items should be installed with the compressed air piping, which you have indicated would be issued under a separate contract.

We have responded to your inquiry documents regarding the technical specifications as noted herein; however, our proposal is submitted specifically subject to our Standard Erection Terms set forth as attached to this proposal. When considered for award, we will be pleased to negotiate a mutually agreeable set of terms and conditions using your Form PD-20, our Standard Erection Terms and taking into consideration agreements previously reached under the Equipment P.O. 16H-0142.

We trust that this offering is satisfactory and look forward to working with you on the erection portion of this project. If you should have any questions regarding this offering, please contact our Sales Engineer, Mr. L. R. Soffel, at the address shown below or this office direct.

Very truly yours,


J. F. Boyer, Director
Fabric Filter Application
Engineering

FDF/sb

Sales Engineer
Mr. Lee R. Soffel
2816 Morris Avenue
Union, New Jersey 07083

(201) 686-7223 600 Grant Street, Pittsburgh, Pennsylvania 15219 • (412) 288-7300

ASARCO ELP 0007060

II.

TECHNICAL SPECIFICATION

ASARCO INCORPORATED
EL PASO, TEXAS

WFI PROPOSAL NO. A56-4872-16

TURNKEY SERVICES

The following is proposed as erection and installation services for the equipment supplied on WFI Contract No. 2333 (ASARCO Inc. Order No. 16H-0142).

Structural
Erection:

Labor, equipment and field material necessary to erect structural steel including baghouse support steel, baghouse structural steel framework, 10 gauge mild steel sheeting for siding, partitions and roof, walkways, access platforms, stairway, ladders, inlet and outlet plenums, all inspection and access doors, and hoppers.

Mechanical
Installation:

Labor, equipment and field material necessary to install the mechanical equipment including shaker mechanisms, inlet and outlet dampers, air cylinders, DUSTUBES, manometers, hopper and gather screw conveyors, slide gates, spool pieces and rotary air locks.

Electrical
Installation:

Labor, equipment and field material necessary to install electrical equipment including shaker motors, screw conveyor motors and isolation switches.

Services:

WFI erection consultant to be located at the job site for the duration of the erection period. A WFI serviceman will be available for two (2) weeks to assist in installing bags and start-up of the collector.

PURCHASER TO FURNISH:

All temporary utilities for construction use, including 110 volt 460 volt 3 phase, 60 hertz power supply terminating at a disconnect switch at the dust collector.

Adequate unloading and storage site (within 200 ft. of erection site).

All building permits and clearances from state and local agencies as required, F.I.A. approval.

All state, use and local taxes.

Original valid sales tax exemption certificate at time of purchase order

All necessary site preparation, relocations, and removal of existing structures as required.

An area adjacent to equipment location of sufficient size to work and operate mobile hoisting equipment for erection of the equipment without interference.

Unobstructed passageway to equipment locations.

All performance testing of dust collector, including all necessary provisions.

Means of conveying dust from final screw conveyor discharges.

All required ductwork and supports.

PURCHASER TO FURNISH: (Continued)

All necessary 460 volt, 3 phase, 60 hertz power to the line side terminals of the control panel.
All lighting and electrical receptacles.
All necessary grounding.
Potable water supply within 100 feet of baghouse.
All foundations, foundation design, anchor bolts and set plates as required.
All excavation and required backfill.
Complete set of plans and elevations showing plant and existing structures in dust collection system area.
All finish coat painting and touchup as required.
Weather protection for equipment where required.
Exhaust fans, fan motors, starters and electric controllers, including installation.
All electrical wiring including all conduit, fittings, etc.
All freight charges.
Source of clean compressed air at 80 psig.
Motor control center, including installation.
Installation of baghouse control panel.
Lubricants.
Installation of all manometer piping including all material and labor.
Installation of compressed air piping, including piping material and labor.
Installation of solenoid valves, filters, flow control valves, lubricators, regulators, accumulator, check valve, pilot control valve and pressure switch (labor only, material to be supplied on WFI Contract No. 2333).
All material furnished on WFI Contract No. 2333.

BY: F. D. Fereday

F. D. Fereday
Application Engineer
Fabric Filter Products

FDF:lh:sb

III. COMMERCIAL

Pricing and Adjustment

Wheelabrator-Frye Inc. will provide erection services to include all material and labor as described in the Technical Specification Section of this proposal for the sum of \$438,447.00.

WFI would be willing to perform additional work beyond the scope of this project as requested by ASARCO's Field construction Engineer, however, we would like to review the type and magnitude of work involved before setting a fee schedule.

The erection pricing is based on starting construction on November 1, 1976 and completion in accordance with the schedule stated below. Sale is offered in accordance with the attached Terms and Conditions for Erection Services.

Schedule

It is estimated that the required erection time for the equipment enumerated in this proposal would be 26 weeks. Construction would start following your completion of the foundations for the proposed equipment. The estimate is based on current material availability and manufacturing schedules.

Terms of Payment

A. Erection

100% of the erection portion of the contract price shall be due and payable in monthly progress payments on a percentage of completion basis.

B. Bond

5% of the contract price shall be bonded by WFI with a certified bonding carrier in lieu of retention. Bond(s) shall be secured on a predetermined schedule mutually agreeable to all parties of the contract and the cost of said bond(s) shall be borne solely by WFI. Upon final acceptance of the work performed, Owner shall give WFI written notice thereof, and WFI will thereupon cancel the retention bond, rendering same null and void.

C. Delinquent Payments

WFI will charge interest at a rate of 1% per month on the delinquent amount commencing 30 days after due date.

NOTE:

The above proposed prices are based upon maintaining erection and installation crews "on the jobsite" continuously without interruption caused by Asarco from the initial date of required erection crews until completion of the system.

In addition, the base price is based on a five (5) day, forty (40) hour straight-time, normal workweek. Should it be necessary to pay premium time to induce manpower to the project and the owner reasonably agrees therewith, the owner will pay the contractor the necessary overtime at the contractor's cost, which includes premium pay time portion only and required payments to or for the benefit of employees, any applicable insurance premium and payroll taxes and necessary handling charges. All the above to be substantiated by daily time sheets.

Should it be necessary to extend the workweek beyond the above mentioned schedule for any other reasons than mentioned above, we would consider this a change in scope of work, as on an accelerated program, which would directly affect the original contract and a compensated labor rate would be in order for any premium time over and above the regular workweek.

WHEELABRATOR-FRYE INC.

TERMS AND CONDITIONS FOR ERECTION SERVICES

The Terms and Conditions for Erection Services (Erection Conditions) form a part of Wheelabrator-Frye Proposal and are in addition to and not in replacement of the Terms and Conditions of Equipment Sales (Sales Conditions), provided however, in the event of conflicts between the Erection Conditions and Sales Conditions the provisions of the Erection Conditions shall govern provided Wheelabrator-Frye is awarded the erection portion of the Proposal.

1. Scope of Work

Wheelabrator-Frye shall furnish required erection, labor, supervision, materials and equipment (except that to be furnished by Buyer) as set forth in this Proposal (Work). Such Work shall be performed in a workmanlike manner and in accordance with the drawings and specifications included in this proposal.

2. Warranty

Wheelabrator-Frye warrants to Buyer that the equipment described herein, so far as the same is of Wheelabrator-Frye's manufacture, and Wheelabrator-Frye erection services will be free from defects in material and workmanship, will be of the kind and quality herein designated or described, and will conform with the specifications herein set forth. All equipment not manufactured by Wheelabrator-Frye ("Commercial Items") carries only such warranty as given by the manufacturer thereof which warranty Wheelabrator-Frye will assign or otherwise make available to Buyer without recourse to Wheelabrator-Frye. If within eighteen (18) months from the date of delivery of the equipment by Wheelabrator-Frye, or one (1) year after completion of erection services, whichever occurs first, Wheelabrator-Frye receives from the Buyer prompt notice that the equipment and/or erection services described herein do not meet the warranties specified above, and if in Wheelabrator-Frye's sole reasonable discretion the equipment and/or erection services do not meet such warranties, Wheelabrator-Frye shall thereupon correct each such defect, including nonconformance with the specifications, at its option, either by repairing or replacing any defective part or parts (other than any such commercial items). THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Any liability of Wheelabrator-Frye under the warranties specified above is conditioned upon the equipment being handled, operated, and maintained in accordance with the written instructions provided or approved in writing by Wheelabrator-Frye. The warranties specified above do not cover and Wheelabrator-Frye makes no warranties which extend to damage to the equipment due to deterioration or wear occasioned by chemicals, abrasion, corrosion or erosion; Buyer's misapplication; abuse; operation or maintenance; abnormal conditions of temperature or dirt; or operation of the equipment above rated capacities or in an otherwise improper manner.

The liability of Wheelabrator-Frye arising out of the supplying equipment and/or Erection Services, whether in warranty, contract, negligence, operation of law, or otherwise shall not in any case exceed the cost of correcting defects in the equipment and/or erection services and upon the expiration of the warranty period set forth herein all liability of Wheelabrator-Frye shall terminate. Wheelabrator-Frye's sole responsibility, and Buyer's exclusive remedy hereunder, shall be limited to such repair or replacement as above provided.

3. Buyer's Services

All services or facilities necessary for the erection of the equipment which have not been specifically offered by Wheelabrator-Frye in this proposal shall be furnished free of charge by the Buyer. Such Buyer's services or facilities, unless offered by Wheelabrator-Frye herein, included but are not limited to:

- 3.1 Unloading and storing in a place acceptable to Wheelabrator-Frye all of Wheelabrator-Frye's supplies and erection equipment prior to the commencement of erection.
- 3.2 Erection preparation to such an extent that Wheelabrator-Frye's work can be started on the arrival of Wheelabrator-Frye's erection personnel and carried through to completion without delay. Completion of foundations, structures, and buildings to such an extent that Wheelabrator-Frye can start the erection without danger and impediments. Indication and fixing of benchmarks and base lines. Preparation and consolidation of the ground, the site roads, and access roads so as to permit necessary crane and vehicle traffic in operation.
- 3.3 Lighting of the erection areas, first aid, transport to hospital if necessary, toilets, washing accommodations, heating and suitable storage facilities for equipment sensitive to atmospheric conditions.
- 3.4 Sufficient electric power, including 110 volt, single phase, 60 hertz, and 220 volt or 440 volt, three phase, 60 hertz lines, heating, and lighting supplies at standard voltages, compressed air at 100 psig, potable and service water with all necessary connections, shall be available, at the base of Wheelabrator-Frye's supporting structure at the commencement of erection.
- 3.5 Sufficient space on level ground for Wheelabrator-Frye's storage facilities, change facilities, construction office and other necessary construction facilities adjacent to and not more than 300 feet from the erection site with the necessary access roads.

- 3.6 Protective measures as may be required as a result of particular conditions or the presence of other erection crews working below, above, or beside Wheelabrator-Frye's erection area.
- 3.7 An access area on at least two (2) adjacent sides of the subject equipment of sufficient size to work and operate mobile hoisting equipment for erection of the equipment, and a minimum clearance of fifty (50) feet over the top of the subject equipment.
- 3.8 The Buyer shall inform Wheelabrator-Frye in a timely manner about all plant and safety rules having an effect on the execution of the subject erection contract so as to enable Wheelabrator-Frye to abide thereby. The Buyer shall bear additional costs that may be incurred by Wheelabrator-Frye by the fact that said rules differ substantially from those normally prevailing in the industry.
- 3.9 Buyer shall provide a work area free of safety hazards, including but not limited to, safety hazards resulting from gases, smoke or fumes enveloping the work area.

4. Erection Labor

- 4.1 All erection labor included in this Proposal is based on the labor working the first shift of the craft established working day, Monday through Friday, and upon paying the local union prevailing rates for the various crafts which are to be used for the erection of the subject equipment and are subject to escalation as provided in this proposal.
- 4.2 In the event conditions are such that overtime, subsistence or travel expenses, premium time, or other union negotiated benefits are necessary in order to secure the services of adequate, capable labor Wheelabrator-Frye shall notify Buyer and Buyer agree to reimburse Wheelabrator-Frye for the actual increased cost incurred by Wheelabrator-Frye including all benefits and taxes thereon.
- 4.3 In the event the Buyer requests Wheelabrator-Frye to accelerate the work, and if Wheelabrator-Frye agrees in writing to so accelerate, Buyer agrees to reimburse Wheelabrator-Frye for all increased direct or indirect costs incurred by Wheelabrator-Frye plus overhead and profit.

5. Indemnification: Limitation on Liability

- 5.1 The Buyer shall indemnify and hold harmless Wheelabrator-Frye and its agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from or to the subject equipment, its construction and/or operation during start up if operating conditions are other than as set forth in this proposal; or, while the subject equipment is under Buyer's control, or, after Wheelabrator-Frye's representative has been withdrawn from the site by Wheelabrator-Frye; or, for any other claims, damages, losses and expenses for which Buyer is responsible.
- 5.2 Wheelabrator-Frye's responsibility for any claims, damages, losses or liabilities arising out of or related to its performance of this Proposal and the supply of equipment in the aggregate shall not exceed the lesser of the purchase price or \$1,000,000. In no event shall Wheelabrator-Frye be liable for any special, indirect, incidental or consequential damages of any character, including but not limited to loss or use of productive facilities or equipment, lost profits, property damage, or lost production, whether suffered by Buyer or any third party.

6. Erection Schedule

The price quoted in the subject proposal is based on a concurrent erection schedule representing efficient erection. In the event the Buyer requests a step program that is not consistent with Wheelabrator-Frye's schedule, the Buyer shall reimburse Wheelabrator-Frye for additional direct and indirect costs incurred plus overhead and profit and an appropriate adjustment to the erection schedule shall be mutually agreed to by the parties.

7. Licenses and Permits

Wheelabrator-Frye shall obtain required contractor's licenses. All other licenses and/or permits shall be supplied by Buyer.

8. Subcontracts

Buyer acknowledges that Wheelabrator-Frye shall be permitted to subcontract any portion of the erection work included in this proposal.

9. Delays

Wheelabrator-Frye shall not be liable for delays or postponement of the work which are beyond the control of Wheelabrator-Frye, such as acts of God, acts of Buyer or Buyer's agents, interference by other contractors, acts of government or military authorities, priorities, fires, strikes, floods, epidemics, war, riot, labor organizational problems, delays in transportation or shortages of labor, materials or supplies. The erection schedule shall be adjusted in proportion to the magnitude of any such delay or postponement.

10. Change Orders

The Buyer may make minor changes within the general scope of work to the plans and equipment specifications included in this Proposal by giving Wheelabrator-Frye written notification thereof in a change order. Within thirty (30) days from Wheelabrator-Frye's receipt of such Change Order, Wheelabrator-Frye shall submit to the Buyer in writing the changes required to the contract price and to the fabrication and erection schedule resulting from such change order. Wheelabrator-Frye shall have no obligation to proceed with such change order until such time as Wheelabrator-Frye and the Buyer have agreed in writing upon an equitable adjustment to the contract price and the fabrication and erection schedule, if any.

11. Builder's Risk Insurance

Wheelabrator-Frye shall maintain normal Builder's Risk Insurance coverage during the erection schedule. Wheelabrator-Frye's responsibility under such Builder's Risk Insurance coverage shall cease and such coverage shall be cancelled upon written notice from Wheelabrator-Frye that the work is complete for the purpose of Builder's Risk Insurance coverage.

IV Comments and Exceptions

Specification EA-21-EP, N.Y. 3636 PLT610
File 8.19.2 Request for Quotations

Page 1

2. Mechanical Installation

This proposal does not include the installation of the solenoid valves, filters, flow control valves, lubricators and regulators required for damper valve operation. These items should be installed with the compressed air piping, which would be done under a separate contract.

Page 2

6b. General Notes

WFI also requires 460 volt power supply to be furnished at the construction site.

Contract and Insurance Requirements

Our proposal is submitted specifically subject to our Standard Erection Terms set forth or attached to this proposal. When considered for award, we will be pleased to negotiate a mutually agreeable set of Terms and Conditions using your Form PD-20, our Standard Erection Terms and taking into consideration agreements previously reached under Equipment P.O. 16H-0142.

1. Progress Payments

Please consider payment terms set forth in this proposal.

MIDDLETOWN, VA. 22645

 **Mailgram**[®]
western union



1-025183C233 08/20/76 TLX DVYPOWER B LKL ELPA
10 LAKELAND FLO AUG 20 426P

ASARCO INCORPORATED
P.O. BOX 11111 EL PASO, TX 79946

ATTN: MR. L. GREEN/COPY TO MR. W. R. KELLY

SUBJECT: EL PASO BAG HOUSE CONSTRUCTION

DAVY POWERGAS INC. IS PLEASED TO SUBMIT ITS PROPOSAL FOR
PERFORMING THE CONSTRUCTION WORK ON THE BAG HOUSE AS REQUESTED
IN ASARCO'S ITB.

OUR FIRM LUMP SUM PRICE FOR THIS WORK IS \$397,000. THIS PRICE
INCLUDES \$108,000 CONTINGENCY AND \$35,000 PROFIT FEE.

AS AN ALTERNATE, DAVY WOULD LIKE TO OFFER TO CARRY OUT THIS
WORK ON THE BASIS OF A FIXED FEE FOR ALL HOME OFFICE SERVICES
AND FIELD SUPERVISORY PERSONNEL THAT ARE PAID OUT OF THE HOME
OFFICE WITH ALL OTHER COST BEING DIRECTLY REIMBURSABLE. DAVY'S
FIXED PRICE FOR THE HOME OFFICE SERVICES AND SUPERVISORY
PERSONNEL IS \$145,000. ALL OTHER COSTS WOULD BE REIMBURSED
TO DAVY PER DPG'S STANDARD SCHEDULE OF RECOVERABLE COSTS.

WE SHALL DETAIL THIS PROPOSAL FULLY BY LETTER NEXT WEEK.

REGARDS,

E. T. DAUM
SALES MANAGER
DAVY POWERGAS INC.
TELEX 52-2412

1530 EST

MGMCOMP MGM

RECEIVED

AUG 23 1976

EL PASO SMELTING WORKS

ASARCO ELP 0007071

TO REPLY BY MAILGRAM, PHONE WESTERN UNION TOLL FREE ANY TIME, DAY OR NIGHT:

ALABAMA	300 325 5200
ARIZONA	300 648 4100
ARKANSAS	300 325 5100
CALIFORNIA	800 648 4100
COLORADO	300 325 5400
CONNECTICUT	300 257 2211
DELAWARE	300 257 2211
DISTRICT OF COLUMBIA	300 257 2211
FLORIDA	300 325 5500
GEORGIA	300 257 2231
IDAHO	300 648 4100
ILLINOIS	300 325 5100
INDIANA	300 325 5200
IOWA	300 325 5100
KANSAS	300 325 5100
KENTUCKY	300 325 5100
LOUISIANA	300 325 5300
MAINE	300 257 2231
MARYLAND	300 257 2211
MASSACHUSETTS	800 257 2221
MICHIGAN	300 325 5200
MINNESOTA	300 325 5300
MISSISSIPPI	300 325 5200
MISSOURI	300 342 5700
MONTANA	300 325 5500
NEBRASKA	300 325 5100
NEVADA	300 392 5700
NEW HAMPSHIRE	300 257 2221
NEW JERSEY	300 632 2271
NEW MEXICO	300 325 5400

NEW YORK

Areas 315, 513, 307 & 716	300 257 2221
Areas 212, 316 & 314	300 257 2211
Except Manhattan	962 7111
Bronx	962 7111
Queens	459 8100
Brooklyn	459 3100
NORTH CAROLINA	800 257 2231
NORTH DAKOTA	300 325 5400
OHIO	300 325 5300
OKLAHOMA	300 325 5100
OREGON	300 648 4100
PENNSYLVANIA	
Areas 215 & 717	300 257 2211
Areas 412 & 314	800 257 2221
RHODE ISLAND	300 257 2221
SOUTH CAROLINA	300 257 2231
SOUTH DAKOTA	300 325 5300
TENNESSEE	800 325 5100
TEXAS	800 325 5300
UTAH	300 648 4100
VERMONT	800 257 2221
VIRGINIA	300 257 2221
WASHINGTON	300 348 4500
WEST VIRGINIA	800 257 2221
WISCONSIN	300 325 5200
WYOMING	300 648 4500

OR DIAL WESTERN UNION'S INFOMASTER SYSTEM DIRECTLY:

FROM TELEX 3191

FROM TWX 910 420 1212



Davy Powergas Inc.

P. O. Drawer 5000
Lakeland, Florida 33803

Tel: (813) 646-7100
Direct: (813) 646-7 666
Telex: 52-2412

August 18, 1976

ASARCO Incorporated
120 Broadway
New York, N.Y. 10005

Attention: Mr. F. O. Wittwer
Purchasing Agent

Subject: Ref. EA-21-EP, N.Y. 363, PLT 610
El Paso Baghouse Construction Project
DPG LKL 9367

Gentlemen:

Davy Powergas Inc. (DPG) in compliance with your July 14, 1976 request, is pleased to submit its proposal to perform construction services on your Wheelabrator-Frye baghouse construction project.

DPG's proposal is based on the following conditions:

A. SCOPE OF SERVICES

1. Appendix A, dated August 1976; reference 9367/0
2. Appendix C, DPG's letter to Mr. Wittwer dated August 2, 1976

B. SCHEDULE

1. Appendix B

C. TERMS AND CONDITIONS

1. DPG anticipates starting construction on the baghouse project on or about November 1, 1976. Should it be necessary for ASARCO to delay construction on the project for more than forty-five days from the anticipated November 1, 1976 starting date, DPG will have the option to review and change its lump sum price in addition to the schedule as shown in Appendix B.

ASARCO Inc.
DPG LKL 9367
August 18, 1976
Page Two

2. All extra construction work, not covered by the Scope of Services as stated herein, will be in accordance with DPG's Schedule of Recoverable Costs, Section B, C & D, Appendix D, or in accordance with an agreed upon lump sum price.
3. Shortages in bulk materials for this project will be purchased by DPG for ASARCO with applicable recoverable cost applied.
4. DPG will perform the scope of service on the baghouse project as stated herein for the lump sum price of:

\$897,000
(Eight Hundred Ninety-Seven Thousand Dollars)

DPG has reviewed the sample contract and we do not anticipate any problems entering into an agreeable contract. DPG will forward all ASARCO drawings and data back to ASARCO, as requested in the Invitation to Bid. This information will be sent to ASARCO by separate letter.

Thank you for giving DPG this opportunity to submit its proposal and we wish to advise ASARCO that this project in addition to the boiler retube project can be executed concurrently with savings in construction cost.

Respectfully submitted,



Eugene T. Daum
Manager Business Development
Mining & Metals

ETD:bc
Atts.

CC: Mr. E. H. Haug (Salt Lake City)
Mr. W. R. Kelly (El Paso)
Mr. L. Green (El Paso)

9367/0
August 1976

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APPENDIX A

SCOPE OF SERVICES

CONSTRUCTION MANAGEMENT & EXECUTION

1.0 DEFINITIONS

1.1 CONTRACTOR refers to Davy Powergas Inc. (DPG)

1.2 CLIENT refers to ASARCO

1.3 The term BAGHOUSE as used here shall refer only to the structural, mechanical and electrical equipment required to erect a twelve (12) compartment Dustube Dust Collector as shown on and according to the following Wheelabrator-Frye, Inc. drawings issued by the OWNER:

2333-9-100 Rev. 3	2333-9-281 Rev. 1
2333-9-101 Rev. 1	2333-9-310
2333-9-102 Rev. 3	2333-9-320 Rev. 1
2333-9-200	2333-9-340
2333-9-201	2333-9-500 Rev. 2
2333-9-202	2333-9-910 Rev. 2
2333-9-220	2333-9-911 Rev. 2
2333-9-221	2333-9-922
2333-9-260	2333-9-926
2333-9-270	2333-9-930
2333-9-271	2333-7-400 Rev. 1
2333-9-280 Rev. 1	2333-7-401 Rev. 2
2333-7-410 Rev. 0	2333-7-420 Rev. 3
2333-7-470 Rev. 2	2333-7-501 Rev. 0

1.4 The term WORK shall include all services as defined in this Scope of Services to enable the CONTRACTOR to construct the BAGHOUSE.

2.0 GENERAL

The services described in this document are all based on CLIENT's drawings and major equipment/material list as defined in paragraph 1.3.

3.0 ENGINEERING SERVICES

CONTRACTOR does not provide any engineering services in the home office to interpret and/or clarify the engineering design documents. This shall be the responsibility of the CLIENT.

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4.0 PROCUREMENT SERVICES

CONTRACTOR does not provide any home office procurement services. All materials shall be supplied by the CLIENT with the exception of consumable supplies, small tools and construction equipment necessary for the erection at the BAGHOUSE.

5.0 CONSTRUCTION MANAGEMENT

CONTRACTOR shall provide necessary home office construction management services for monitoring the construction phase of the project.

6.0 PLANNING & SCHEDULING

CONTRACTOR shall provide a construction schedule.

7.0 CONSTRUCTION SERVICES

The CONTRACTOR shall provide the following construction services:

7.1 Site Management Team

CONTRACTOR shall provide a site management team headed by a site construction manager whose staff will efficiently execute the construction program. The site management team will plan, coordinate, inspect and oversee the work of the direct hired labor and sub-contractors.

7.2 Installation & Erection

CONTRACTOR shall provide all labor, tools, temporary facilities and equipment for the complete erection of the BAGHOUSE. All work will be performed, and all equipment, machines, component parts and facilities will be assembled, installed, erected as indicated by the drawings and specifications, except as otherwise indicated in the proposal.

7.3 Field Purchasing

Field purchasing by CONTRACTOR shall be limited to the following:

All small tools

All rental equipment

All temporary facilities and materials for same.

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August 1976

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All consumables such as welding rods, nails, miscellaneous lumber, etc.

All expendable items used by work force such as hard hats, safety and first aid equipment and office supplies and equipment.

7.4 Unloading & Storage

CONTRACTOR shall provide labor, tools, and equipment necessary to receive, unload, inspect, warehouse and inventory only those items listed under Field Purchasing (Item 7.3) at the job site in an area adjacent to the plant sites, as mutually agreed upon by CLIENT and CONTRACTOR. All equipment and material for the BAGHOUSE will be warehoused and on the site before the start of construction.

7.5 Sub-Contractors

CONTRACTOR may employ qualified sub-contractors to perform all or part of the construction work. The sub-contractors will meet the quality of work and performance required by the site management team, drawings, specifications and terms of the contract.

7.6 Rules and Regulations of CLIENT

CONTRACTOR shall abide by and cause its employees, sub-contractors and employees of sub-contractors to abide by all reasonable rules and regulations adopted by CLIENT during the performance of work. CLIENT shall provide CONTRACTOR with written copies of all such rules and regulations prior to their adoption. In the event any employee of CONTRACTOR or of its subcontractors violates any such rule or regulation after having been once warned by CLIENT, CONTRACTOR agrees to remove said employee from CLIENT's premises upon written request.

7.7 Inspection of Work

CONTRACTOR shall make provisions for inspection of the work by CLIENT and provide proper facilities for access to the work wherever located for such inspection. If specifications, instructions, laws, ordinances, or any public authority require any work to be specifically tested or approved, CONTRACTOR shall ascertain such requirement and give CLIENT timely notice of its readiness for inspection. If the inspection is by an authority other than CLIENT, CONTRACTOR shall give CLIENT the date fixed for such inspection.

CONTRACTOR shall keep CLIENT advised of construction progress in order that CLIENT shall make the inspection desired. Inspection by CLIENT shall be made promptly.

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7.8 Field Payroll

CONTRACTOR will do the field payroll.

7.9 Cleaning Up

CONTRACTOR shall keep the premises free from accumulation of waste material or rubbish caused by its employees or sub-contractors; and at the completion of work, it shall remove all its rubbish from and about the plant areas and all its tools, scaffolding, surplus materials and temporary facilities, leaving its work "broom clean" or its equivalent.

7.10 Ownership of Tools and Surplus Materials

CONTRACTOR shall retain ownership of construction tools and equipment upon completion of work.

CLIENT shall retain ownership of all surplus material upon completion of work.

7.11 First-Aid, Safety and Security

CONTRACTOR shall provide the required field force first-aid and fire protection during working hours. CONTRACTOR's safety program will include the latest OSHA safety regulations. CLIENT will provide clinic including a nurse and security.

8.0 CONSTRUCTION UTILITIES & FACILITIES FURNISHED BY CONTRACTOR

CONTRACTOR will provide his own distribution of CLIENT's 110 volt, or 480 volt if available, furnished power to the battery limits.

CONTRACTOR will provide his own construction air.

CONTRACTOR shall furnish his own office, shops, etc., and provide all services required for these facilities except power and potable water.

CONTRACTOR shall arrange for telephone communication at the site during construction.

Earth spoils shall be disposed in an area on the site mutually agreed upon by CONTRACTOR and OWNER.

Temporary sanitary disposal facilities shall be supplied by CONTRACTOR.

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10.0 CLIENT's RESPONSIBILITY

- 10.1 Supply all engineering, bills of material, specifications and special requirements.
- 10.2 Furnish, deliver and control quality of all equipment and materials necessary for the erection of the BAGHOUSE, including:

Structural steel including, but not limited to, supporting steel, baghouse structural steel, baghouse sheeting, walkways, access platforms, stairway, ladders, inlet and outlet plenums, doors, and hoppers.

Mechanical equipment including, but not limited to, shaker mechanisms; inlet and outlet dampers; all solenoid valves, air cylinders, filters, flow control valves, lubricators and regulators required for damper operation; DUSTUBES and filter bags; manometers; hopper screw conveyors and gather screw conveyors; slide gates; spool pieces; and rotary air locks.

Electrical equipment and accessories for mechanical equipment including, but not limited to, shaker motors, hopper screw conveyor motors, gather screw conveyor motors, isolation switches, and solenoids.

- 10.3 Unloading and storage of all material and equipment required for the BAGHOUSE erection. All steel will be pieced marked and stored according to columns, hoppers, stairs, etc.
- 10.4 Furnish all necessary equipment vendor's specialists required for erection and start-up.
- 10.5 Perform mechanical acceptance tests and start-up.
- 10.6 The following work will be done by the CLIENT:

All site preparation

Bring all temporary services to battery limits

All electrical conduit, wiring, installation of motor control center and installation of Control Panel

All underground sewers and sanitary work

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Compressed air piping and manometer piping

Painting

Concrete foundations including setting of anchor bolts

10.7 Medical clinic including a nurse

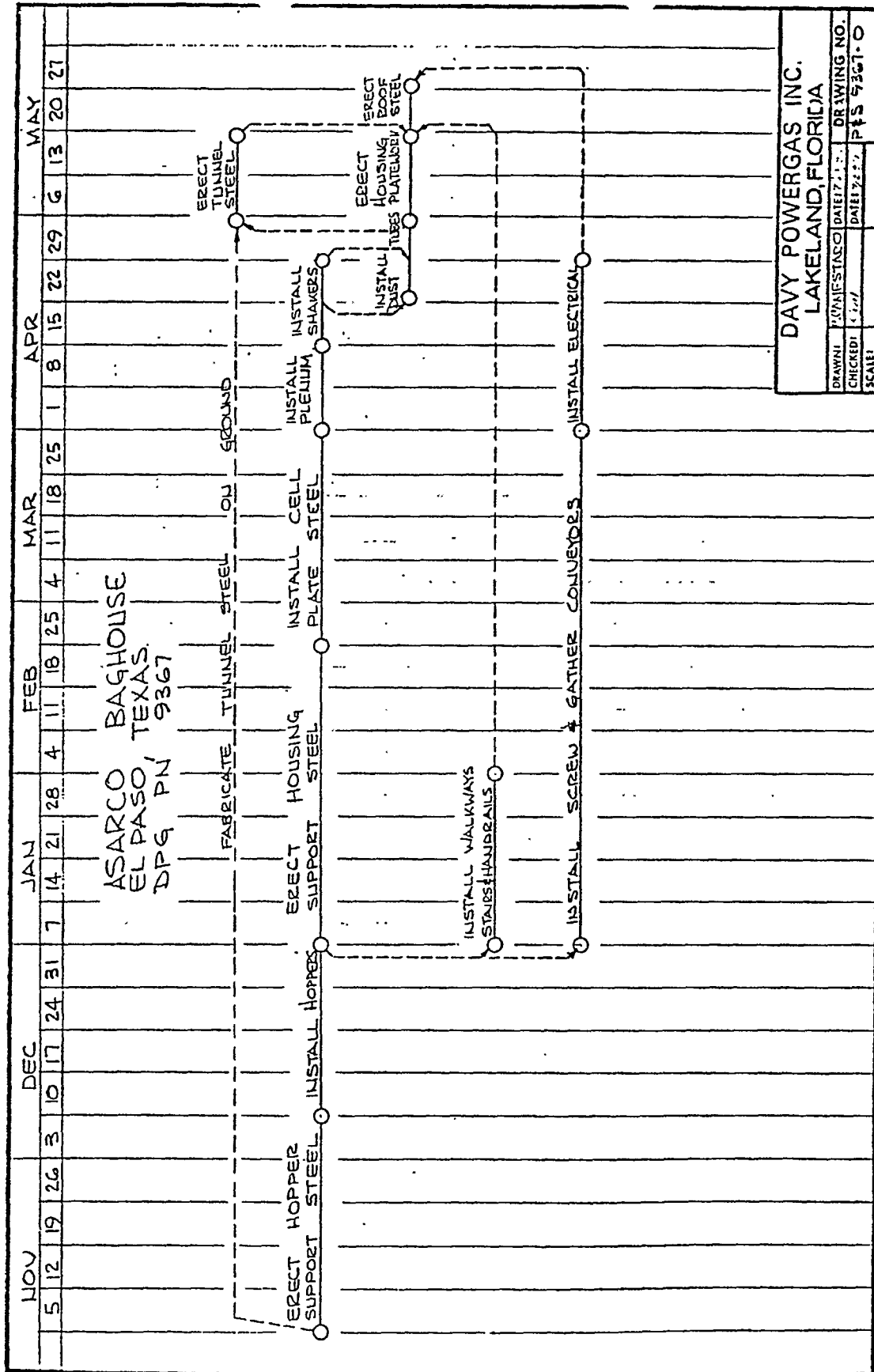
10.8 All interconnecting of ductwork, etc., between BAGHOUSE and the source or exhaust.

11.0 PROJECT SCHEDULE

The basis for this proposal is the project schedule included as part of this proposal. The schedule is for field mobilization November 1, 1976 with completion of the facility as shown on the project schedule (Appendix B).

Davy Powergas

ASARCO ELP 0007080



APPENDIX C



Davy Powergas Inc.

P. O. Drawer 5000
Lakeland, Florida 33803

Tel: (813) 646-7100
Telex: 52-2412

August 2, 1976

Mr. F. O. Wittwer
Purchasing Agent
ASARCO Incorporated
120 Broadway
New York, New York 10005

Subject: ASARCO Inc., El Paso, Texas - Construction Bid for Suction Baghouse,
DPG 9367/0

Dear Mr. Wittwer,

While preparing the above noted proposal we needed answers to several technical questions concerning the construction phase. We contacted Mr. Lindsey Green and discussed the questions with him. The following is a list of the questions and the answers we received.

1. Q - We would like to confirm the DPG is not going to supply any bulk materials.
A - DPG is not going to supply any bulk materials only construction consumables and rental tools and equipment that are related to the erection.
2. Q - Will all material be on site and if not, will we determine the sequence of delivery or has it been determined already.
A - All material will be on the site sometime in October 1976.
3. Q - Who does unloading and storage?
A - There will be no unloading and storage.
4. Q - What condition will the steel be warehoused in? Will it be stored in one lot or will it be sorted in a construction sequence?
A - The material will not be stored in a construction sequence but will be stored by type of material i.e.: all columns, all hoppers, all stairs, etc.
5. Q - Will the steel be color coded or pieced marked?
A - The steel will be piece marked.
6. Q - Is 480V power available? We can use our own distribution panels for 480V/220V power for power machines.
A - 480V power is not available, we will have to use gasoline engines, etc. Only 110V is available.
7. Q - Does ASARCO have ambulance service at the site? We will provide first aid facilities.
A - ASARCO does not have an ambulance on the site but they do have a clinic with a nurse. Ambulance service is available from town.

ASARCO ELP 0007082

8. Q - Are the anchor bolts set by the foundation contractor?
A - The anchor bolts will be set by the foundation contractor. The foundations will be started in about a week or so.

I believe that this letter will inform you of our conversations with Mr. Lindsey Green and will be keeping with the instructions in your request for quotations.

Sincerely yours, for

DAVY POWERGAS INC.



W. J. Williams
Proposal Manager

WJW/ml

cc: Mr. Lindsey Green
ASARCO, El Paso

SCHEDULE OFDAVY POWERGAS INC. RECOVERABLE COSTSB. FIELD LABOR AND RELATED FIELD COSTSColumn Number:

1. Items reimbursable at cost or as noted.
2. Items of time and costs to which will be added 40 % for general overhead for Section B.
3. Items of indirect cost covered by the percentage in 2. above.

Rates and percentages contained in this Section B shall be subject to adjustment by DPG at the beginning of each fiscal year, April 1.

DESCRIPTION	1	2	3
1. All jobsite craft and common labor direct wages, including premium pay.	X		
2. Salaries and wages for all other DPG jobsite personnel (including personnel from DPG's Home or Branch Office assigned to the job-site as a member of the site staff.).		X	
3. Payroll burden applicable to personnel in Item B-1 above at * % of the total wages to cover all payroll taxes, premiums for public liability and property damage liability insurance of limits within DPG's basic policies, workmen's compensation and employers' liability insurance and other normal insurance premiums measured by payroll costs.	X		
4. Payroll burden on personnel in Item B-2 above at 29.5% of direct salaries and wages to cover employee benefits and allowances for vacation, sick leave, holiday, and retirement benefits, all payroll taxes, premiums for public liability and property damage liability insurance of limits within DPG's basic policies, workmen's compensation and employers' liability insurance and other normal insurance premiums measured by payroll costs.		X	
5. All other costs not expressly excluded by contract, such as:	X		

Davy Powergas

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* To be determined at Contract Award Stage.

DESCRIPTION	1	2	3
a) Fringe benefits (all payments to health and welfare, pension, education funds, etc.) applicable to personnel in Item B-1 above as required by working rules of unions having jurisdiction.	X		
b) Travel, living expense and subsistence for personnel in Item B-2 above in accordance with DPG's personnel policies then in effect.			
c) Premiums for DPG's marine insurance, if any, and premiums for performance and payment or other bonds required in connection with the work.			
d) Losses and expenses on insurance claims not compensated by the insurance, including deductible amounts.			
e) Costs of any labor negotiations and pre-job labor conferences specifically for the project.			
f) Costs of all temporary construction facilities and their upkeep and removal at completion.			
g) All field office costs, such as office furniture and equipment, mini computers and associated equipment, forms, supplies, telephone, telegraph, reproduction and similar items.			
h) Building permits and licenses specifically for the project.			
i) Costs of testing the work and of adjusting, repairing or replacing defective, damaged destroyed work not recovered by insurance or from suppliers or subcontractors.			
j) Import duties; qualification fees; franchise, sales, use, gross receipts, property and all other taxes, as applicable, together with any local, state or federal taxes or duties assessed on this transaction, excluding only state or federal taxes measured by DPG's net income.			

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SCHEDULE OFDAVY POWERGAS INC. RECOVERABLE COSTSC. TOOL AND EQUIPMENT COSTSColumn Number

1. Items reimbursable at cost or as noted.

DESCRIPTION	1	2	3
1. Rental on third party construction equipment and tools at cost, including transportation to and from jobsite.	X		
2. Rental on DPG owned construction equipment and tools in accordance with DPG's established rates plus transportation costs to and from jobsite, provided that the total costs shall not exceed the total costs of comparable third party equipment available in the area.	X		
3. Construction equipment operating expenses including gas, oil, grease, operating supplies and normal service maintenance.	X		
4. Cost of unloading, loading and handling tools and equipment at the jobsite.	X		
5. Small tools will be charged to the project at cost, and all small tools remaining at the jobsite upon completion will be sold with the proceeds credited against the cost of the project.	X		
6. Import duties; qualification fees; franchise, sales, use, gross receipts, property and all other taxes, as applicable, together with any local, state or federal taxes or duties assessed on this transaction, excluding only state or federal taxes measured by DPG's net income.	X		

SCHEDULE OFDAVY POWERGAS INC. RECOVERABLE COSTSD. EQUIPMENT, MATERIALS, SUBCONTRACTS, AND CONSTRUCTION SUPPLIES COSTSColumn Number

1. Items reimbursable at cost or as noted.

DESCRIPTION	1	2	3
1. All equipment and materials including the cost of transportation and unloading.	X		
2. All subcontracts.	X		
3. All consumable construction supplies.	X		
4. All costs incurred in connection with claims or disputes with suppliers or subcontractors, including amounts of all settlements, judgments and awards, and all related costs and expenses (including attorney's fees).	X		
5. Import duties; qualification fees; franchise, sales, use, gross receipts, property and all other taxes, as applicable, together with any local, state or federal taxes or duties assessed on this transaction, excluding only state or federal taxes measured by DPG's net income.	X		

Note: Any surplus materials or supplies remaining at the jobsite upon completion will be sold with the proceeds credited against the cost of the project.



*JOB 610
FILE 8.19.2*

Davy Powergas Inc.

P. O. Drawer 5000
Lakeland, Florida 33803

Tel: (813) 646-7100
Telex: 52-2412

August 2, 1976

RECEIVED AUG 5 1976

Mr. F. O. Wittwer
Purchasing Agent
ASARCO Incorporated
120 Broadway
New York, New York 10005

Subject: ASARCO Inc., El Paso, Texas - Construction Bid for Suction Baghouse,
DPG 9367/0

Dear Mr. Wittwer,

While preparing the above noted proposal we needed answers to several technical questions concerning the construction phase. We contacted Mr. Lindsey Green and discussed the questions with him. The following is a list of the questions and the answers we received.

1. Q - We would like to confirm that DPG is not going to supply any bulk materials.
A - DPG is not going to supply any bulk materials only construction consumables and rental tools and equipment that are related to the erection.
2. Q - Will all material be on site and if not, will we determine the sequence of delivery or has it been determined already.
A - All material will be on the site sometime in October 1976.
3. Q - Who does unloading and storage?
A - There will be no unloading and storage.
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A - 480V power is not available, we will have to use gasoline engines, etc. Only 110V is available.
7. Q - Does ASARCO have ambulance service at the site? We will provide first aid facilities.
A - ASARCO does not have an ambulance on the site but they do have a clinic with a nurse. Ambulance service is available from town.

ASARCO ELP 0007088

8. Q - Are the anchor bolts set by the foundation contractor?

A - The anchor bolts will be set by the foundation contractor. The foundations will be started in about a week or so.

I believe that this letter will inform you of our conversations with Mr. Lindsey Green and will be keeping with the instructions in your request for quotations.

Sincerely yours, for

DAVY POWERGAS INC.



W. J. Williams
Proposal Manager

WJW/ml

cc: Mr. Lindsey Green
ASARCO, El Paso