

PLAINTIFF'S EXHIBIT

ASA-1244

## CHANGE ORDER

PAGE 1 OF

DATE  
2/21/79ORDER NO.  
1 8 H - 0 6 9 2

PLANT JOB / APPROPRIATION NO.

ASARCO Incorporated

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

REQUISITION NO.

EP-12 Additional

TO: S.W. Ind. Contractors & Riggers, Inc.  
7155 Industrial Ave., P O Box 1611  
El Paso, Texas 79918  
Attn: Mr. Bill FiskeFINAL DESTINATION-PLEASE NOTE CONSIGNMENT AS  
INDICATED ON ORIGINAL ORDER

El Paso, Texas

(85270)

DATE REQUIRED AT DESTINATION

As Arranged

SHIPPING INTERVAL PROMISED

SELLER WILL SHIP BEFORE

| QUANTITY    | UNIT | SPECIFICATIONS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | ITEM NO. | UNIT PRICE |
|-------------|------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|------------|
| (CO-79-144) |      | <p>THE PURPOSE OF THIS CHANGE ORDER NO. <u>5</u> IS:</p> <p>To add the following to the scope of the work to be performed against our contract as identified by our above numbered order as follows:</p> <ol style="list-style-type: none"> <li>1. Labor, equipment &amp; material to change the spray chamber door as shown on Asarco Dwg. 23708-X (Acct. No. 623-10305-18) ..... <u>LOT</u></li> <li>2. Additional spray chamber door revisions required by field conditions (Acct. No. 623-10305-18) ..... 755.07</li> <li>3. Remove toe plate from handrail &amp; weld to protruding pipe sleeves (Acct. No. 623-10307-18) ..... 1,170.02</li> <li>4. Credit for our cost to repair leaks (Acct. No. 623-10601-18) ..... (1,806.14)</li> </ol> <p>Above refers to your Mr. Bill C. Fiske's letter, Ref. #RS-1 dated Jan. 16, 1979 directed to our Mr. Carl Glaser.</p> <p><u>NOTE TO PLANT:</u> C. Glaser - Above per your memo of Feb. 12, 1979.</p> |          |            |

## IMPORTANT



This change order is not binding on purchaser unless the attached Acknowledgment Card is signed by an authorized agent of seller and returned promptly to purchaser.

FOR PURCHASING DEPARTMENT USE ONLY

B\$1,311.00

TVO ☐ UPCR \_\_\_\_\_ CC 601 PC 206  
DISTRIBUTION. 3-PlantPLEASE ENTER OUR CHANGE ORDER FOR THE ITEMS SPECIFIED ABOVE  
SUBJECT TO ALL INSTRUCTIONS AND PROVISIONS ON REVERSE SIDE.By \_\_\_\_\_  
PURCHASING AGENTASARCO  
PD 1C - REVISED 6/78

ASARCO ELP 0009484

RECEIVED

FEB 15 1979

EL PASO SMELTING WORKS

INVOICE



P. O. BOX 1611  
EL PASO, TEXAS 79948

EL PASO, TEXAS February 12, 1979  
Date

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

ALBUQUERQUE, N. M. \_\_\_\_\_  
Date

PHOENIX, ARIZ. \_\_\_\_\_  
Date

OUR INVOICE NO. 302232 C

Req. No. EP-12  
YOUR ORDER NO. 18-H-0692

Furnish labor, equipment, material and supervision to  
fabricate and install partitions at Converter Building

100% Complete \$6,435.00

EL PASO SMELTING WORKS  
ENGINEERING DEPT.

FEB 23 1979

Glaser  
610-06

HILL PRINTING CO. - EL PASO, TEXAS 33

MATERIAL REQUISITION

610-06

DATE 7-26-79

El Paso Plant

Req. # \_\_\_\_\_

DEPT. CONSTRUCTION

Equipment # \_\_\_\_\_

Time of Issue - Day ☐ Night ☐

Expense # \_\_\_\_\_

Description of Work FABRICATE & INSTALL PARTITIONS AT CONVERTER B

| Quant.<br>Requested | DESCRIPTION             | Unit of<br>Issue | Quant.<br>Issued | Class | Item # | Value |
|---------------------|-------------------------|------------------|------------------|-------|--------|-------|
|                     | SUBMIT INVOICE #302232C |                  |                  |       |        | 643.  |
|                     |                         |                  |                  |       |        |       |
|                     |                         |                  |                  |       |        |       |
|                     |                         |                  |                  |       |        |       |
|                     |                         |                  |                  |       |        |       |

Requisitioner \_\_\_\_\_

Issued By Glaser

ASARCO ELP 0009485

RECEIVED

PURCHASING DEPARTMENT

April 12, 1978

W R N

Mr. W. R. Kelly  
El Paso, Texas

APR 17 1978

W. R. KELLY  
W. F. CUMMINS  
M. A. SUBJECT

EP623

ORDER NO. 18H-0692

REQN. NO. EP-12

REVERB SPRAY CHAMBER

EP12/78

Herewith four (4) copies of contract properly signed and executed with Southwestern Industrial Contractors & Rig. to cover the Reverb Spray Chamber in accordance with specifications referred to therein.

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

You will note New York Purchasing Department Order 18H-0692 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.

J. Wittwer

F. O. WITTWER

FOW:eth  
Enc.

cc: Mr. R. O. Covington

M

ASARCO ELP 0009486

|                                 |                   |
|---------------------------------|-------------------|
| TO: _____                       | APPROVED BY _____ |
| Engineering _____               |                   |
| Purchasing _____                |                   |
| Credit _____                    |                   |
| Legal _____                     |                   |
| Insurance _____                 |                   |
| Traffic _____                   |                   |
| Comptrollers _____              |                   |
| Operating _____                 |                   |
| Vice President _____            |                   |
| RETURN TO PURCHASING DEPARTMENT |                   |

Page 1 of 4

Asarco "Lump Sums" Construction  
or Repairs  
Contract Form PD-20  
Revised 5/75

ORDER NO. \_\_\_\_\_

CONTRACT FOR

REVERB SPRAY CHAMBER  
(Insert name of job)

at

ASARCO Incorporated's \_\_\_\_\_ El Paso \_\_\_\_\_ Plant  
at \_\_\_\_\_ El Paso, Texas \_\_\_\_\_

THIS AGREEMENT- made the 23rd day of March, 19 78,

by and between Southwestern Industrial Contractors & Riggers whose address is

P.O. Box 1611, El Paso, Texas 79948 (hereafter called

the "Contractor") and ASARCO Incorporated, a corporation of the

State of New Jersey, whose address is 120 Broadway, New York, N.Y. 10005 and

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

the "Owner").

W I T N E S S E T H:

The Contractor and the Owner, for the consideration hereinafter named,  
agree as follows:

Article 1. Scope of the Work

The Contractor shall furnish all plans, shop drawings, field engineering,  
labor, materials, transportation, tools, equipment and other facilities, except  
such items as are hereinafter listed as being furnished or furnished and installed  
by the Owner, required for Reverb Spray Chamber at the  
(Insert name of job)

El Paso plant of the Owner at El Paso, Texas  
(Insert town and state)

all in accordance with the requirements and provisions of the attached "General  
Provisions of the Contract" and the drawings and specifications listed below and  
those drawings and specifications which may be supplied by the Owner or prepared  
by the Contractor at the Owner's direction subsequent to the execution hereof and  
approved by the Owner, all of which are incorporated herein by reference, made a

part hereof and, together with this Agreement, hereinafter referred to collectively as the Contract:

(List Specifications and Drawings)

Request for Quotation - dated January 12, 1978

Revised Request for Quotation - dated February 21, 1978

Southwestern Industrial Contractors & Riggers, Inc. Proposal - dated March 13, 1978

Specification 1.0 - Earthwork

Specification 2.0 - Concrete (Building Construction) and Caissons

Specification 3.0 - Structural

Article 2. Time of Completion

(a) The work to be performed under this Contract shall be commenced April 10, 1978 and shall be completed by August 8, 1978, with an extension of time for completion equal to any time lost due to causes which were beyond the control of the Contractor and which were not the result of his fault or negligence. Like extension of time for completion shall also be allowed for any delays in the progress of the work caused by strikes and other labor disputes, act or neglect of the Owner or of his employees or by other Contractors employed by the Owner, act of Government, delay in the furnishing of plans and necessary information by the Owner, or by any other cause which in the opinion of the Owner entitles the Contractor to an extension of time. The Contractor shall notify the Owner in writing within five days of any occurrence which in the Contractor's opinion entitles him to an extension of time for completion.

~~(b) Failure to complete the work within the time stated in this Article, including any extension allowed pursuant hereto, shall entitle the Owner to deduct from the moneys due to the Contractor as liquidated damages an amount equal to \$\_\_\_\_\_ for each calendar day of delay in the completion of the work.~~

(c) If the Contractor completes the entire work covered by this Contract earlier than the date determined in accordance with Paragraph (a), the Owner shall pay the Contractor an additional amount equal to \$\_\_\_\_\_ for each calendar day by which the time of completion so determined has been reduced.

Article 3. The Contract Price

The Owner shall pay the Contractor for the performance of this Contract, subject to any additions and deductions herein provided for the sum of One Hundred Eighty-two Thousand, Nine Hundred Sixty-nine dollars ( \$182,969.00 ), lawful money of the United States of America, at the time and in the manner hereinafter provided. The Contractor will provide a performance bond for an additional sum of Two Thousand, One Hundred Ninety-six dollars (\$2,196.00).

Article 4. Progress Payments

As soon as practicable after the first day of each calendar month the Contractor shall present to the Owner an invoice equal to the percentage of the total amount of the Contract which has been completed from the start of the job up to the end of the preceding month plus the cost of materials suitably stored at the site thereof, together with such supporting evidence as may be required by the Owner. Subject to verification of such invoice by the Owner, the Owner as soon as practicable after receipt thereof shall pay the Contractor Ninety percent ( 90 %) of the amount thereof, less the aggregate of previous payments; and upon completion of the entire work, a sum sufficient to increase the total payments to One Hundred percent ( 100 %) of the contract price. In the event at any time prior payments by the Owner equal such percentage of the contract price, no further payments shall be made until final payment is due.

Article 5. Acceptance and Final Payment

(a) Upon receipt of written notice from the Contractor that the work is ready for final inspection and acceptance, the Owner shall promptly make such inspection, and if and when it finds the work acceptable under the Contract and the Contract fully performed it shall promptly issue a final certificate stating that the work provided for in this Contract has been completed. The entire balance shall be paid to the Contractor by the Owner within 30 days after the date of said final certificate.

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

Article 6. Insurance Certificate

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 7. 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 regulation, he shall bear all costs arising therefrom. In particular, but without limiting the scope of the foregoing, the Contractor shall, and shall cause any Sub-contractor 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.

Article 8. Applicable Law

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

Article 9. 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.

IN WITNESS WHEREOF, the parties have executed this Contract the day and year first above written.

Southwestern Industrial  
Contractors and Riggers, Inc.  
Contractor

By

Bill C. Gierke

Title

Vice President

ASARCO Incorporated  
Owner

By

William A. Korman  
~~Vice President~~

Director of purchases

General Provisions of the Contract

I N D E X

|             |                                                         |         |
|-------------|---------------------------------------------------------|---------|
| Article 1.  | Notice                                                  | Page 1  |
| Article 2.  | Intent of Contract Documents                            | Page 1  |
| Article 3.  | Drawings and Specifications                             | Page 1  |
| Article 4.  | Order of Completion; Schedules                          | Page 2  |
| Article 5.  | Contractor's Understanding                              | Page 2  |
| Article 6.  | Materials, Appliances and Temporary Facilities          | Page 3  |
| Article 7.  | Employees of Contractor                                 | Page 3  |
| Article 8.  | Patents                                                 | Page 4  |
| Article 9.  | Surveys, Permits and Regulations                        | Page 4  |
| Article 10. | Protection of the Public and of Work and Property       | Page 5  |
| Article 11. | Inspection of Work                                      | Page 5  |
| Article 12. | Supervision and Superintendence                         | Page 6  |
| Article 13. | Qualification and Performance of Contractor's Employees | Page 6  |
| Article 14. | Changes in the Work                                     | Page 7  |
| Article 15. | Deductions for Uncorrected Work                         | Page 8  |
| Article 16. | Correction of Work before Final Payment                 | Page 8  |
| Article 17. | Correction of Work after Final Payment                  | Page 9  |
| Article 18. | Owner's Right to Terminate Contract                     | Page 9  |
| Article 19. | Removal of Equipment                                    | Page 10 |
| Article 20. | Use of Completed Portions                               | Page 10 |
| Article 21. | Payments Withheld                                       | Page 11 |
| Article 22. | Contractor's Liability Insurance                        | Page 11 |
| Article 23. | Indemnity by Contractor                                 | Page 11 |
| Article 24. | Owner's Responsibility for Certain Casualties           | Page 12 |
| Article 25. | Damages to Owner's Property                             | Page 12 |
| Article 26. | Surety Bonds                                            | Page 12 |
| Article 27. | Liens                                                   | Page 12 |
| Article 28. | Assignment                                              | Page 13 |
| Article 29. | Coordination of Work                                    | Page 13 |
| Article 30. | Subcontracts                                            | Page 14 |
| Article 31. | Arbitration                                             | Page 14 |
| Article 32. | Title to the Work                                       | Page 15 |
| Article 33. | Technical Information                                   | Page 15 |
| Article 34. | Cleaning Up                                             | Page 16 |
| Article 35. | Adaptability of Plans and Specifications                | Page 16 |
| Article 36. | Engineering Approval                                    | Page 17 |

Article 1. Notice

Written notice shall be deemed to have been duly served if delivered by hand or sent by registered mail, in each case to the address or addresses of each party set forth on the first page of this Contract or at such other address subsequently designated by either party.

Article 2. Intent of Contract Documents

In case of conflict between plans and specifications, the specifications shall govern. The intention of this Contract is to include all labor and materials, equipment and transportation necessary for the proper execution of the work. Work not specifically shown on the drawings or enumerated herein but that is reasonably necessary for the proper completion of the project shall be provided by the Contractor the same as if shown on the drawings or enumerated herein. Materials or work described in words which so applied have a well-known technical or trade meaning shall be held to refer to such recognized standards.

Article 3. Drawings and Specifications

The Owner agrees to furnish without charge to the Contractor, five sets of specifications and prints of all drawings listed in the specifications. Where revised or additional drawings and specifications are prepared as hereinafter provided the Owner will furnish three sets of same to the Contractor.

The Owner agrees to furnish supplemental drawings as may be required to clarify the contract drawings. Supplemental drawings shall not enlarge nor decrease the scope of the work. Where alterations in the contract drawings and specifications affect the extent of the work, the changes shall be governed as provided in Article 14 of these General Provisions.

The Contractor agrees to furnish to the Owner for approval three sets of prints of the following drawings before proceeding with the work covered therein:

- A. All of the Contractor's drawings which are made for this job.

- B. Any shop drawings, detail sheets or erection diagrams required for any phase of the work.
- C. Certified dimension sheets, wiring diagrams and performance curves covering any equipment purchased by the Contractor for the job.

The Contractor shall make any corrections required by the Owner in drawings submitted for his approval. The Owner's approval as to design of such drawings shall not relieve the Contractor of responsibility for errors or discrepancies of any sort.

The Contractor also agrees to furnish to the Owner five sets of operation and installation instructions and parts lists for all equipment furnished by the Contractor, not later than the date the equipment is shipped, including two certified copies of dimension sheets, wiring diagrams and performance curves of same.

As soon as the drawings referred to in subparagraphs A and B above are completed, checked and approved, the Contractor shall furnish three complete final sets of prints to the Owner.

Article 4. Order of Completion; Schedules

The Contractor shall complete any portion or portions of the work in such order of precedence as the Owner shall require, and the times of completion of the various portions or divisions of the work will be determined by the schedules mutually agreed upon by the Owner and the Contractor

Article 5. Contractor's Understanding

The Contractor shall satisfy itself as to the nature and location of the work, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way affect the work under this Contract. The Contractor may examine such logs of test borings and/or records of such other underground or submarine exploration as may be available.

Article 6. Materials, Appliances and Temporary Facilities

The Owner will not supply electricity, water, light, power, steam, compressed air or other utilities required for construction purposes unless specifically so provided in the Contract. Where such items are not supplied by the Owner they shall be furnished by the Contractor, and the Contractor shall, in either case, 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.

Unless otherwise specified, all materials incorporated in the permanent work shall be new and both workmanship and materials shall be of the best quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

The Contractor shall construct and maintain all necessary temporary facilities for the completion of the work. Upon completion of the work all such facilities shall, unless the Owner shall otherwise direct, be removed from the premises and the site cleared.

Article 7. Employees of Contractor

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.

The Contractor shall at all times enforce strict discipline and good order among his employees, and shall seek to avoid employing on the work any unfit person or anyone not skilled in the work assigned to him.

Adequate sanitary facilities shall be provided and maintained by the Contractor.

Article 8. 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 the 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 drawings or specifications furnished by the Owner.

Article 9. Surveys, Permits and Regulations

If involved in the subject matter of this Contract, the base lines and mean datum will be established by the Owner; the control lines and levels and all general layout work will be the responsibility of the Contractor. All controls established by the Contractor shall be preserved and maintained throughout the life of the Contract.

Unless otherwise specified, the Owner shall furnish all land surveys required. Permits and licenses of a temporary nature necessary for the prosecution of the work shall be secured and paid for by the Contractor. Permits, licenses and easements for any permanent structures or any permanent changes in existing facilities shall be secured and paid for by the Owner, unless otherwise specified.

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 observes that the drawings and specifications are at variance therewith, Contractor shall promptly notify the Owner in writing, and any necessary changes shall be adjusted as provided in the Contract for changes in the work. If the Contractor performs any work knowing it to be contrary to any such law, ordinance, rule or regulation, and without such notice to the Owner, Contractor shall bear all costs arising therefrom.

Article 10. Protection of the Public and of Work and Property

The Contractor shall provide and maintain all necessary watchmen, barricades, red lights and warning signs and take all necessary precautions for the protection and safety of employees on the work, of all other persons and of adjacent private and public property. 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 Contractor or any Subcontractor.

In an emergency affecting the safety of life or of the work or of adjoining property, the Contractor is, without special instructions or authorization from the Owner, hereby authorized to act at Contractor's discretion to prevent such threatened loss or injury. Contractor shall also so act if so instructed by the Owner.

Any compensation claimed by the Contractor on account of emergency work of this nature shall be determined by mutual agreement and failing which, by arbitration.

Article 11. Inspection of Work

The Owner and its representatives shall at all times have access to the work and the Contractor shall provide safe and proper facilities for such access and for inspection.

If the specifications, the Owner's instructions, laws, ordinances, or any public authority require any item of material, equipment or work to be specially tested or approved, the Contractor shall give the Owner timely notice in writing of its readiness for inspection, and if the inspection is by another authority than the Owner, of the date fixed for such inspection. Inspections by the Owner shall be promptly made, and where practicable at the source of supply.

If any work should be covered up before examination by Owner without approval or consent of the Owner, it must, if required by the Owner, be uncovered for examination and properly covered again at the Contractor's expense. Even though the Owner has examined a particular item of work, the Owner may order re-examination of such work, and if so ordered, the work must be uncovered by the Contractor. If such work is found to be in accordance with the Contract, the Owner shall pay the cost of re-examination and replacement. If such work is not in accordance with the Contract, the Contractor shall pay such cost.

Article 12. Supervision and Superintendence

The Contractor shall maintain a competent staff at all times to supervise the work.

The Contractor shall keep on the work, during its progress, a competent superintendent and any necessary assistants, all satisfactory to the Owner. Directions by the Owner may be given to the superintendent and shall be binding on the Contractor. Directions shall be confirmed in writing upon the written request of the Contractor.

The Contractor shall use its best judgement and skill in dealing with labor matters, and take all reasonable steps to avoid labor disputes. 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 13. Qualification and Performance of Contractor's Employees

The Contractor shall at all times supply a sufficient number of skilled workmen to diligently pursue the work. All workmanship and materials shall be the best in its class and shall conform to all codes, rules, regulations and ordin-

ances applying thereto. Where required by such codes, rules, regulations and ordinances, all workmen engaged in such work shall present evidence by certificate or otherwise that they are qualified to do the work in conformity with such codes, rules, regulations and ordinances. If any conflict occurs between the above mentioned codes, rules, etc., and the specifications or the drawings, the code requirements shall govern.

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. If such extra work or changes involve a change in cost or in the time required for completion, the contract price shall be increased or decreased by the fair value thereof and the time for completion shall be increased or decreased by the reasonable time allocable thereto. The Owner will itemize the changes to be made and upon receipt of written notice of same the Contractor agrees to submit promptly to the Owner, in triplicate, an itemized statement of the extension or reduction in the time for completion of this Contract which the Contractor deems such reasonable time, and his calculation of the adjustment in the contract price, resulting from the changes or extra work. This must be done before work on the changes is begun unless the Owner gives written order to proceed immediately.

In case the parties shall be unable to agree upon the increase or decrease, in the time for completion or in the contract price, resulting from such extra work or changes, the Contractor shall nevertheless proceed with the work, including such extra work or changes, and the dispute shall be settled by arbitration.

No extra work or change shall be made except by written order of the Owner, and no claim for an addition to the contract price or increase in the time for completion shall be valid unless the additional work was so ordered.

If the Contractor, in the course of the work, finds any discrepancy between the plans and the physical conditions encountered or any errors or omissions in plans or in the layout as given by survey points and instructions, the Contractor shall immediately inform the Owner, in writing. After such discovery, no work shall be done by the Contractor involving such discrepancy, error or omission until authorized by the Owner; otherwise it will be done at the Contractor's risk. If the correction of such discrepancies, errors or omissions involves an increase or decrease in costs or time of completion, the contract price or time of completion shall be adjusted accordingly in the manner provided above as in the case of a change in the work.

Article 15. Deduction for Uncorrected Work

If the Owner deems it inexpedient to correct work that has been damaged through the fault or neglect of the Contractor, or that was not done in accordance with the Contract, an amount to compensate the Owner fully for such damage or non-compliance shall be deducted from the contract price. If the parties cannot agree on the amount of such deduction, it shall be determined by arbitration.

Article 16. Correction of Work before Final Payment

At any and all times before final payment, Contractor shall promptly remove from the premises all materials, whether incorporated in the work or not, and take down all portions of the work, condemned by the Owner as failing to meet contract requirements. The Contractor shall promptly replace and re-execute the Contractor's own work in accordance with this Contract and without expense to the Owner and shall bear the expense of making good all work of other Contractors destroyed or damaged by such removal or replacement.

If the Contractor does not remove such condemned work and materials within 10 days after written notice, the Owner may remove them and may store the material at the expense of the Contractor. If the Contractor does not pay the expense of such removal within ten days time thereafter, the Owner may,

upon ten days' written notice, sell such materials at auction or at private sale and shall pay to the Contractor the net proceeds thereof, after deducting all the cost and expense that should have been borne by the Contractor. The Contractor waives all rights to claim damages for sale of materials at auction or private sale. Any dispute under this Article shall be determined by arbitration.

Article 17. Correction of Work After Final Payment

Neither the final certificate nor final payment nor any provision in this Contract shall relieve the Contractor of liability for faulty materials or workmanship and the Contractor shall replace such materials and remedy such workmanship and 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. The Owner shall give notice of observed defects with reasonable promptness. Any dispute under this Article shall be determined by arbitration.

Article 18. 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 re-adjustment 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 to 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 of 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

material, 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 to the Owner for the Owner's managerial and administrative services, 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 19. Removal of Equipment

In the case of termination of this Contract before completion from any cause whatever, the Contractor shall promptly remove any part or all of Contractor's equipment and supplies from the property of the Owner, failing which the Owner shall have the right to remove such equipment and supplies at the expense and at the risk of the Contractor, without liability of the Owner for any damage to, or loss of the same.

Article 20. Use of Completed Portions

The Owner shall have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding the time for completing the entire work or such portions may not have expired; but such taking possession and use shall not be deemed an acceptance of any work not completed in accordance with this Contract. If such prior use increases the cost of or delays the work, the Contractor shall be entitled to extra compensation in reimbursement thereof, or extension of time equal to the delay or both, as the parties may agree upon, and failing agreement the dispute shall be determined by arbitration.

Article 21. Payments withheld

The Owner may withhold all or part of any progress or final 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 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 within the time specified.
- (e) Damage to the Owner's property or the work of another Contractor

Article 22. Contractor's Liability Insurance

Unless otherwise specifically provided, the Contractor shall maintain such insurance as will protect Contractor from claims under Workmen's Compensation Acts and from 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.

Article 23. 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 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.

Article 24. 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 25. Damages to Owner's Property

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 of 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.

Article 26. Surety Bonds

If the Owner has so requested prior to the signing of this Contract, the Contractor shall furnish bond covering the faithful performance of this Contract and the payment of all obligations arising thereunder, in such form as the Owner may prescribe and with such sureties as it may approve. If such bond was required by instructions given previous to the receipt of bids, the premium shall be paid by the Contractor; if subsequent thereto, it shall be paid by the Owner.

Article 27. Liens

Neither the final payment nor any progress payment shall become due until the Contractor, if required, shall deliver to the Owner a complete release of all liens arising on account of labor, materials, machinery or equipment in respect of which such payment is to be made, or receipts in full in lieu thereof and, if required in either case, an affidavit that so far as Contractor has knowledge or information the releases or receipts include all the labor and materials for which a lien could be filed; but the Contractor may, if any Subcontractor refuses to furnish a release or receipt in full,

furnish a bond satisfactory to the Owner, to indemnify the Owner against any lien. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all monies that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

Article 28. Assignment

The Contractor shall not assign nor sublet this Contract in whole or in part, nor shall the Contractor assign any monies due or to become due hereunder without the prior written consent of the Owner.

Article 29. Coordination of Work

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

When other Contractors or the Owner's forces are working on the job on the immediate premises, the Contractor agrees to so schedule the Contractor's work as not to make it necessary for the Contractor to cut into or otherwise alter any work that has been completed by such other persons. If the Contractor fails to do so, then the Contractor shall replace or repair the damaged work at Contractor's own expense and in a manner satisfactory to the Owner.

If any part of the Contractor's work depends for proper execution or results upon the work of any other person, the Contractor shall inspect and promptly report to the Owner any defects in such work that render it unsuitable for such proper execution and results. Contractor's failure so to inspect and report shall constitute an acceptance of such other work as fit and proper for the reception of Contractor's work, except as to defects which may develop in such other work after the execution of Contractor's work.

Article 30. Subcontracts

The Contractor shall, as soon as practicable after the execution of this Contract, notify the Owner in writing of the names of any Subcontractors proposed to be employed in any part of the work and shall not employ any such Subcontractor without the prior approval of the Owner in writing and shall terminate the employment of any which the Owner may at any time object to as incompetent or unfit.

The Contractor agrees to require each Subcontractor to execute a contract in writing binding such Subcontractor to the terms of this Contract insofar as applicable to his work, and requiring such Subcontractor, to the extent applicable, to assume toward the Contractor all the obligations and responsibilities that the Contractor assumes toward the Owner, unless specifically noted to the contrary in a written subcontract approved in writing by the Owner.

The Contractor shall be fully responsible to the Owner for the acts and omissions of all Subcontractors and of persons directly or indirectly employed by them. Nothing in this Contract shall create any contractual relationship between any Subcontractor and the Owner.

The word "Subcontractor", as employed herein, shall mean one having a direct contract with the Contractor, including one who furnished material worked to a special design according to the plans or specifications of this work, but excluding one who merely furnished material not so worked.

Article 31. Arbitration

All disputes which are herein stated to be subject to arbitration shall be submitted to and determined by arbitration. Demand for arbitration shall be filed in writing by either party with the other within a reasonable time after cause thereof has arisen and in no case later than the time for final payment. No one shall act as an arbitrator who is in any way financially interested in this Contract or is or has been connected or interested in the business affairs of either the Owner or the Contractor. The award of the arbitrator shall be in

**POWER OF ATTORNEY**  
**INSURANCE COMPANY OF NORTH AMERICA**  
PHILADELPHIA, PA.

Know all men by these presents: That the INSURANCE COMPANY OF NORTH AMERICA, a corporation of the Commonwealth of Pennsylvania, having its principal office in the City of Philadelphia, Pennsylvania, pursuant to the following Resolution, which was adopted by the Board of Directors of the said Company on June 9, 1953, to wit:

"RESOLVED, pursuant to Articles 3.6 and 5.1 of the By-Laws, that the following Rules shall govern the execution for the Company of bonds, undertakings, recognizances, contracts and other writings in the nature thereof:

- (1) "Such writings shall be signed by the President, a Vice President, an Assistant Vice President, a Resident Vice President or an Attorney-in-Fact.
- (2) "Unless signed by an Attorney-in-Fact, such writings shall have the seal of the Company affixed thereto, duly attested by the Secretary, an Assistant Secretary or a Resident Assistant Secretary. When such writings are signed by an Attorney-in-Fact, he shall either affix an impression of the Company's seal or use some other generally accepted method of indicating use of a seal (as by writing the word "Seal" or the letters "L.S." after his signature).
- (3) "Resident Vice Presidents, Resident Assistant Secretaries and Attorneys-in-Fact may be appointed by the President or any Vice President, with such limits on their authority to bind the Company as the appointing officer may see fit to impose.
- (4) "Such Resident Officers and Attorneys-in-Fact shall have authority to act as aforesaid, whether or not the President, the Secretary, or both, be absent or incapacitated; and shall also have authority to certify or verify copies of this Resolution, the By-Laws of the Company, and any affidavit or record of the Company necessary to the discharge of their duties.
- (5) "Any such writing executed in accordance with these Rules shall be as binding upon the Company in any case as though signed by the President and attested by the Secretary."

does hereby nominate, constitute and appoint JAMES E. ROGERS, E. H. ROGERS, WILLIAM D. TIPPIN, JAMES E. ROGERS, JR., WALTER H. STOWE and LEONARD J. DORNEY, all of the City of El Paso, State of Texas

its true and lawful agent and attorney -in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed any and all bonds and undertakings in its business of guaranteeing the fidelity of persons holding places of public or private trust, and in the performance of contracts other than insurance policies, and executing and guaranteeing bonds or other undertakings, required or permitted in all actions or proceedings or by law required or permitted.

All such bonds and undertakings as aforesaid to be signed for the Company and the Seal of the Company attached thereto by any one of the said James E. Rogers, E. H. Rogers, William D. Tippin, James E. Rogers, Jr., Walter H. Stowe or Leonard J. Dorney, individually.

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Philadelphia, Commonwealth of Pennsylvania, in their own proper persons.

IN WITNESS WHEREOF, the said \_\_\_\_\_ EDWARD B. BLACK, Vice-President, has hereunto subscribed his name and affixed the corporate seal of the said INSURANCE COMPANY OF NORTH AMERICA this \_\_\_\_\_ 11th \_\_\_\_\_ day of \_\_\_\_\_ September \_\_\_\_\_ 19 73.

INSURANCE COMPANY OF NORTH AMERICA

(SEAL)

by \_\_\_\_\_ EDWARD B. BLACK  
Vice-President

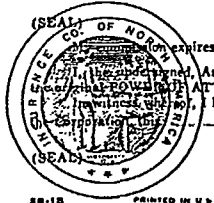
STATE OF PENNSYLVANIA } ss.  
COUNTY OF PHILADELPHIA }

On this \_\_\_\_\_ 11th \_\_\_\_\_ day of \_\_\_\_\_ September \_\_\_\_\_, A.D. 19 73, before the subscriber, a Notary Public of the Commonwealth of Pennsylvania, in and for the County of Philadelphia, duly commissioned and qualified, came \_\_\_\_\_ EDWARD B. BLACK, Vice-President of the INSURANCE

COMPANY OF NORTH AMERICA to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and, being by me duly sworn, deposeth and saith, that he is the officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia, the day and year first above written.

ELEANOR S. PLUMMER  
Notary Public.



Notary Public expires April 10, 1975

I, \_\_\_\_\_ Assistant Secretary of INSURANCE COMPANY OF NORTH AMERICA, do hereby certify that \_\_\_\_\_ of which the foregoing is a full, true and correct copy, is in full force and effect. I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of \_\_\_\_\_ 23 \_\_\_\_\_ day of \_\_\_\_\_ March \_\_\_\_\_ 19 73

Assistant Secretary

STATUTORY PAYMENT BOND - TEXAS  
(PRIVATE WORK)

KNOW ALL MEN BY THESE PRESENTS:

THAT, Southwestern Industrial Contractors and Riggers, Inc.,  
Original Contractor (hereinafter called the Principal), as Principal, and  
INSURANCE COMPANY OF NORTH AMERICA, a corporation organized and existing  
under the laws of the State of Pennsylvania, with its principal office in  
the City of Philadelphia (hereinafter called the Surety), as Surety, are  
held and firmly bound unto ASARCO, Incorporated  
(hereinafter called the Owner), in the amount of One Hundred Eighty Two  
thousand, Nine Hundred Sixty Nine & no/100 Dollars (\$182,969.00) (here insert an  
amount equal to the total contract price)

whereof the said Principal and Surety bind themselves and their heirs,  
administrators, executors, successors and assigns, jointly and severally,  
firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract  
with the Owner, dated the 23rd day of March, 1978, to  
Reverb Spray Chamber, which contract is hereby referred to  
and made a part thereof as fully and to the same extent as if copied  
at length herein;

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT IF THE  
SAID PRINCIPAL shall promptly pay claimants for all labor, subcontracts,  
materials and specifically fabricated materials performed or furnished  
under or by virtue of said contract and duly authorized normal and usual  
extras thereto (not to exceed 15% of said contract price), then this  
obligation shall be void, otherwise to remain in full force and effect;  
labor, subcontracts, materials and specifically fabricated materials  
shall be construed in accordance with Article 5452, Vernon's Revised Civil  
Statutes of Texas, 1925, as amended by the Acts of the Regular Session of  
the 57th Legislature, 1961.

PROVIDED, HOWEVER, that the Owner having required the said Principal  
to furnish this bond in order to comply with the provisions of Article  
5472d of Vernon's Revised Civil Statutes of Texas, added by Acts of the  
Regular Session of the 57th Legislature, 1961, all rights and remedies  
on this bond shall inure solely to such claimants and shall be determined  
in accordance with the provisions, conditions and limitations of said  
Article to the same extent as if they were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed  
this instrument, this 23rd day of March, 1978.

SOUTHWESTERN INDUSTRIAL CONTRACTORS & RIGGERS, INC.

(Principal)  
By Bill C. Fiske  
(Title)  
Bill C. Fiske, Vice President

INSURANCE COMPANY OF NORTH AMERICA  
(Surety)  
By Walter H. Stowe  
Walter H. Stowe Attorney-in-Fact

The foregoing bond is hereby approved

Owner  
By \_\_\_\_\_  
Title

SH-361 4-17-62 Pld. in USA

ASARCO ELP 0009507

**POWER OF ATTORNEY**  
**INSURANCE COMPANY OF NORTH AMERICA**  
PHILADELPHIA, PA.

Know all men by these presents: That the INSURANCE COMPANY OF NORTH AMERICA, a corporation of the Commonwealth of Pennsylvania, having its principal office in the City of Philadelphia, Pennsylvania, pursuant to the following Resolution, which was adopted by the Board of Directors of the said Company on June 9, 1953, to wit:

"RESOLVED, pursuant to Articles 3.6 and 5.1 of the By-Laws, that the following Rules shall govern the execution for the Company of bonds, undertakings, recognizances, contracts and other writings in the nature thereof:

- (1) "Such writings shall be signed by the President, a Vice President, an Assistant Vice President, a Resident Vice President or an Attorney-in-Fact.
- (2) "Unless signed by an Attorney-in-Fact, such writings shall have the seal of the Company affixed thereto, duly attested by the Secretary, an Assistant Secretary or a Resident Assistant Secretary. When such writings are signed by an Attorney-in-Fact, he shall either affix an impression of the Company's seal or use some other generally accepted method of indicating use of a seal (as by writing the word "Seal" or the letters "L.S." after his signature).
- (3) "Resident Vice Presidents, Resident Assistant Secretaries and Attorneys-in-Fact may be appointed by the President or any Vice President, with such limits on their authority to bind the Company as the appointing officer may see fit to impose.
- (4) "Such Resident Officers and Attorneys-in-Fact shall have authority to act as aforesaid, whether or not the President, the Secretary, or both, be absent or incapacitated; and shall also have authority to certify or verify copies of this Resolution, the By-Laws of the Company, and any affidavit or record of the Company necessary to the discharge of their duties.
- (5) "Any such writing executed in accordance with these Rules shall be as binding upon the Company in any case as though signed by the President and attested by the Secretary."

does hereby nominate, constitute and appoint JAMES E. ROGERS, E. H. ROGERS, WILLIAM D. TIPPIN, JAMES E. ROGERS, JR., WALTER H. STOWE and LEONARD J. DORNEY, all of the City of El Paso, State of Texas

its true and lawful agent and attorney -in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed any and all bonds and undertakings in its business of guaranteeing the fidelity of persons holding places of public or private trust, and in the performance of contracts other than insurance policies, and executing and guaranteeing bonds or other undertakings, required or permitted in all actions or proceedings or by law required or permitted.

All such bonds and undertakings as aforesaid to be signed for the Company and the Seal of the Company attached thereto by any one of the said James E. Rogers, E. H. Rogers, William D. Tippin, James E. Rogers, Jr., Walter H. Stowe or Leonard J. Dorney, individually.

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Philadelphia, Commonwealth of Pennsylvania, in their own proper persons.

IN WITNESS WHEREOF, the said EDWARD B. BLACK, Vice-President, has hereunto subscribed his name and affixed the corporate seal of the said INSURANCE COMPANY OF NORTH AMERICA this 11th day of September, 1973.

INSURANCE COMPANY OF NORTH AMERICA

(SEAL)

by EDWARD B. BLACK, Vice-President

STATE OF PENNSYLVANIA } ss.  
COUNTY OF PHILADELPHIA }

On this 11th day of September, A. D. 1973, before the subscriber, a Notary Public of the Commonwealth of Pennsylvania, in and for the County of Philadelphia, duly commissioned and qualified, came EDWARD B. BLACK, Vice-President of the INSURANCE COMPANY OF NORTH AMERICA to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and, being by me duly sworn, depose and saith, that he is the officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia, the day and year first above written.

ELEANOR S. PLUMMER  
Notary Public.



Notary Public's Commission expires April 10, 1975

I, Assistant Secretary of INSURANCE COMPANY OF NORTH AMERICA, do hereby certify that the foregoing is a full, true and correct copy, is in full force and effect. I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the said Company, this 23 day of March, 1978.

Walter L. Young  
Assistant Secretary

BB-1B

PRINTED IN U.S.A.

ASARCO ELP 0009508

ASARCO INCORPORATED  
CENTRAL ENGINEERING DEPARTMENT  
FIELD CONSTRUCTION

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GAS HANDLING, CLEANING & ACID PLT  
EL PASO, TEXAS  
JANUARY 12, 1978

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RE: EA-26-EP, N.Y. 3954, Plt 623  
Gas Handling, Cleaning and Acid Plant  
File - 8.19.2 Request for Quotation  
Reverb Spray Chamber

Gentlemen:

You are invited to submit a lump sum, firm price proposal for the construction of the reverb spray chamber as outlined in this "Request for Quotation". The general scope of work includes excavation and backfill; furnishing and placement of concrete and brickwork; furnishing and erection of structural steel, platework, stairs, grating, piping, etc.; and the installation of spray equipment furnished by ASARCO as shown on the enclosed drawings and as called for on the enclosed specifications.

The proposal shall be based on the following ASARCO Incorporated specifications:

Specification 1.0 - Earthwork

Specification 2.0 - Concrete (Building Construction ) and Caissons

Specification 3.0 - Structural

The following work is to be included on the proposal:

1. Excavation and backfill
2. Spray chamber concrete with all embedded items and weak concrete floor
3. Crushed limerock floor
4. Membrane and brick lining
5. Concrete stair landing and cleanout approach slab
6. Stairs with handrail and handrail on top of spray chamber
7. Clean out door
8. All spray piping including feed from existing spray pumps and freeze protection line to surge tank. The surge tank (storage tank) is located west of the converter cottrell as shown on drawing EP-23694-901-G. Spray Items 5 through 10

January 12, 1978

listed on drawing EP-23723-901-1 will be furnished by ASARCO and installed on this contract.

Please note that the only material or equipment furnished by ASARCO is indicated in Item 8 above.

The following work is not to be included on the proposal:

1. Inlet and outlet flues
2. Fan flue support tower shown on drawing EP-23701-901-S
3. Electrical
4. Air piping
5. Instrumentation

Contractors are required to visit the site prior to submitting their bids so as to personally observe obstacles or obstructions that could hinder this work. Arrangements for the job visit should be made through Mr. R. H. Hunt.

Availability of service utilities will be discussed during the visit to the site.

ASARCO reserves the right to refuse any and all bids at ASARCO's discretion.

In the interest of clear understanding, the following additional instructions are set forth:

1. All technical questions pertaining to engineering and construction phases should be directed to Mr. R. H. Hunt, Senior Construction Engineer, ASARCO Incorporated, El Paso Smelting Works, P.O. Box 1111, El Paso, Texas 79999 with a copy to Mr. F. O. Wittwer, Purchasing Agent, ASARCO Incorporated, 120 Broadway, New York, New York 10005.
2. All commercial questions involving any aspect of the contract should be directed to Mr. F. O. Wittwer, with a copy to Mr. R. H. Hunt.
3. The successful bidder will be expected to complete in full an ASARCO PD-20 "Lump Sums" Construction Contract, a copy of which, along with a sample of the ASARCO Insurance Form #1, is enclosed.
4. The successful bidder will be expected to break down the cost of the work according to the ASARCO Chart of Accounts. Monthly Progress Billings must also be charged to the proper account.
5. Please note the confidentiality and proprietary clause on the drawings. All Bidders are instructed to return all drawings to the El Paso Smelting Works, Attention Mr. R. H. Hunt, as soon as practical after submission of their proposal.

January 12, 1978

6. If performance and labor and material payment bonds are deemed necessary by ASARCO, you are requested to state the cost for such bonds so that this price can be added to the lump sum bid for performing the work outlined in this Request for Quotation.

In the event it becomes necessary for us to request additional work beyond that which is described in this Request for Quotation, we would appreciate your indication as to the basis on which you would entertain the performance of the extra work.

Construction is expected to begin about March 6, 1978. When submitting your proposal, please indicate your best estimated time for completion.

Your proposal, in quadruplicate, should be distributed as follows:

Send original quotation to:

Mr. W. A. Bennis  
Director of Purchasing  
ASARCO Incorporated  
120 Broadway  
New York, New York 10005

ATTN: Mr. F. O. Wittwer

Send copies of quotation to the following:

1. Mr. E. H. Haug  
Director of Engineering  
ASARCO Incorporated  
500 Crandall Building  
Salt Lake City, Utah 84101

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

3. Mr. R. H. Hunt  
Senior Construction Engineer  
ASARCO Incorporated  
El Paso Smelting Works  
P.O. Box 1111  
El Paso, Texas 79999

A bid closing date of February 7, 1978 has been established. Please immediately notify Mr. R. H. Hunt of your intent to bid and if you are prepared to present proposal as specified above.

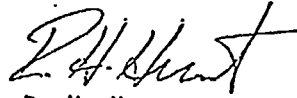
RFQ - Reverb Spray Chamber

-4-

January 12, 1978

Three sets of drawings are included in this bid package. Please indicate your requirement for additional sets of drawings.

Yours truly,



R. H. Hunt  
Senior Construction Engineer

RHH:CLG:bo  
Encls. - as stated

cc: W. A. Bennis  
E. H. Haug/W. T. Sweat  
W. R. Mahoney  
W. R. Kelly  
623-FC-73

# DRAWING LIST

| <u>Drawing</u>     | <u>Title</u>                                           |
|--------------------|--------------------------------------------------------|
| EP-23465-1001-C-0  | Anchor Bolt Schedule                                   |
| EP-23476-904-C-1   | Concrete General Notes                                 |
| EP-23497-904-S-0   | Structural Steel General Notes                         |
| EP-23498-904-S-0   | Typical Stair and Handrail Details                     |
| EP-23499-904-S-0   | Typical Grating Details                                |
| EP-23500-904-S-0   | Typical Bracing Connections                            |
| EP-23694-901-G-2   | Reverb Spray Chamber, General Arrangement              |
| ✓ EP-23695-901-C-2 | Reverb Spray Chamber, Foundation and Roof Plan         |
| ✓ EP-23696-901-C-2 | Reverb Spray Chamber, Elevation and Sections           |
| ✓ EP-23697-901-C-2 | Reverb Spray Chamber, Sections and Details             |
| EP-23698-901-C-0   | Reverb Spray Chamber, Embedded Steel Details           |
| ✓ EP-23699-901-C-1 | Reverb Spray Chamber, Lining Details                   |
| EP-23701-901-S-1   | Reverb Spray Chamber, Stairs                           |
| EP-23708-901-M-0   | Reverb Spray Chamber, Clean out Door                   |
| EP-23718-901-P-1   | Reverb Spray Chamber, Water Spray & Piping Arrangement |
| EP-23719-901-P-1   | Reverb Spray Chamber, Water Spray & Piping Details     |
| EP-23723-901-I-1   | Reverb Spray Chamber, Spray Piping & Control Details   |

ASARCO INCORPORATED  
CENTRAL ENGINEERING DEPARTMENT  
FIELD CONSTRUCTION

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GAS HANDLING, CLEANING & ACID PLT  
EL PASO, TEXAS  
FEBRUARY 21, 1978

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RE: EA-26-EP, N.Y. 3954, Plt 623  
Gas Handling, Cleaning and Acid Plant  
File - 8.19.2.7 Request for Quotation  
Reverb Spray Chamber

Gentlemen:

The following revised drawings are issued to replace those sent with our original request for quotation dated January 12, 1978.

|                |        |                                                    |
|----------------|--------|----------------------------------------------------|
| EP-23695-901-C | Rev. 3 | Reverb Spray Chamber -<br>Foundation and Roof Plan |
| EP-23696-901-C | Rev. 3 | Reverb Spray Chamber -<br>Elevations and Sections  |
| EP-23697-901-C | Rev. 3 | Reverb Spray Chamber -<br>Sections and Details     |

Note that all brickwork has been deleted, although the membrane lining is still called for on the footing and lower walls. Excavation to bottom of footing only should be included as we will have compaction tests performed at this elevation to determine if further excavation is necessary. Please indicate the unit cost for additional excavation if required.

The following drawing no longer applies to this work:

|                |        |                                          |
|----------------|--------|------------------------------------------|
| EP-23699-901-C | Rev. 1 | Reverb Spray Chamber -<br>Lining Details |
|----------------|--------|------------------------------------------|

Construction is now expected to begin about April 10, 1978. All other drawings, specifications and instructions included with the original request are applicable.

Please submit a proposal based on the above information by March 13, 1978.

Yours truly,

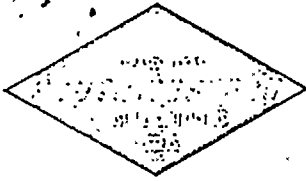


R. H. Hunt  
Senior Construction Engineer

RHH:CLG:bo  
cc: as per attached distribution  
623-FC-117

ASARCO ELP 0009514

cc: W. A. Bennis  
E. H. Haug/W. T. Sweat  
W. R. Mahoney  
W. R. Kelly  
623-FC-117



**SOUTHWESTERN**  
**INDUSTRIAL CONTRACTORS AND RIGGERS, INC.**

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

March 13, 1978

Mr. W. A. Bennis  
Director of Purchasing  
ASARCO Incorporated  
120 Broadway  
New York, New York 10005

Attention: Mr. F. O. Wittwer

Reference: EA-26-EP, N.Y. 3954, PLT 623  
Gas Handling, Cleaning and Acid Plant  
File - 8.19.2.7 - Request for Quotation  
Reverb Spray Chamber

Gentlemen:

We are pleased to offer our lump sum proposal of \$182,969.00 for work covered by the above Request for Quotation and your letter of February 21, 1978.

Should Performance and Payment Bonds be required, the additional cost of these bonds will be \$2,196.00.

If excavation below the bottom of footings is required, we would perform this additional excavation as follows:

1. If no slag is involved \$2.80 per cubic yard.
2. If slag is involved \$3.50 per cubic yard.

Engineered backfill for this area would be installed for \$3.75 per cubic yard.

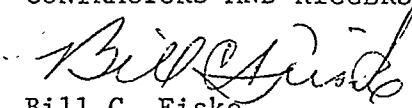


Mr. W. A. Bennis  
ASARCO Incorporated  
March 13, 1978  
Page 2

We expect the time of completion for this project to be  
111 calendar days after notice to proceed.

Very truly yours,

SOUTHWESTERN INDUSTRIAL  
CONTRACTORS AND RIGGERS, INC.

  
Bill C. Fiske  
Vice President

BCF:iz

- cc: 1) Mr. E. H. Haug  
Director of Engineering  
ASARCO Incorporated  
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- 2) Mr. W. R. Kelly, Manager  
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ELP 623

EP12/78

AGENTS  
SPRAY  
CHAMBER.