PLAINTIFF'S EXHIBIT

ASA-1218

AS & R Contract PD 19

TO:	APPROVED BY
Purchasing	D. P.
Credit 5/11/56	C F [illegible]
Legal 5/11/56	P. A. [illegible]
Insurance 5/10/56	[illegible]
Operating Vice President	[illegible] 12/24

Return to Purchasing Department

J D [illegible] 2/3/56

CONTRACT FOR

Page 1

Steel Erection

at

AMERICAN SMELTING AND REFINING COMPANY'S **El Paso** Plant

at **El Paso, Texas**

THIS AGREEMENT, made the **3rd** day of **May**, 19**56**,

by and between **Southwestern Transfer Company**,

whose address is **1730 Bassett Avenue, El Paso, Texas**

(hereinafter called the "Contractor") and AMERICAN SMELTING AND REFINING COMPANY,

a corporation of the State of New Jersey, whose address is 120 Broadway, New York 5, N. Y.

and **P. O. Box 1111, El Paso, Texas** (hereinafter called the "Owner").
Plant Location

WITNESSETH:

The Contractor and Owner agree as follows:

Article 1. Scope of the Work

The Contractor shall furnish all ~~shop drawings, field engineering,~~ labor, tools, equipment, transportation, ~~materials~~ and other facilities, except such items as are hereinafter listed as being furnished or furnished and installed by the Owner, for **steel erection** (hereinafter called the "work") at the **El Paso** plant of the Owner at **El Paso, Texas** in accordance with the drawings and specifications listed below, all of which are incorporated herein by reference and made a part hereof:

Specification sheet dated May 2, 1956, and Drawings GP 20435, 20438, 20442 and E 21361

Article 2. Time of Completion

The work shall be commenced May 14, 1986 and shall be substantially completed May 19, 1986.

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

The Owner shall pay the Contractor for the performance of this contract, the sum of Twenty Five Hundred Fifty dollars, ($ 2,550.00), lawful money of the United States of America within 15 days after satisfactory completion of the work and submission by the Contractor of evidence (including, if requested, complete releases of all liens arising out of or in connection with the work by all persons, firms or corporations on whose behalf such liens could have been or be filed) satisfactory to the Owner that all payrolls, material bills, and other indebtedness connected with the work have been paid and that the work is free of all liens and encumbrances.

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

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

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

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

Article 4. Payments Withheld

The Owner may withhold all or part of any payment to the extent necessary to protect the Owner from loss 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, (c) failure of the Contractor to make payments properly to Subcontractors or for material or labor, (d) a reasonable doubt that the contract can be completed for the balance then unpaid, or (e) damage to the work of another Contractor.

Article 5. Liens

If any lien remain unsatisfied after payment of the full contract price has been made, the Contractor shall refund to the Owner all moneys that the latter may be compelled to pay in discharging such lien, including all costs and a reasonable attorney's fee. The Contractor shall, at any time requested by the Owner, deliver a bond satisfactory to the Owner indemnifying it against any lien and expenses occasioned thereby.

Article 6. Title to the Work

Title to all work completed or in the course of construction, and all tools, equipment, or materials on account of which any payment has been made, shall be in the Owner.

Article 7. Inspection and Repair

The Contractor shall provide safe and proper facilities at all times for the inspection of the work by the Owner, and shall as soon as practicable after written notice from the Owner, at his own expense remove, take down, replace and repair any materials or portions of the work which the Owner shall deem unsatisfactory or not in conformity with this contract or specifications, and make good all work damaged or destroyed thereby, whether or not there shall be a dispute with respect to any of the foregoing. Any such dispute shall be settled by arbitration in the manner hereinafter provided.

Article 8. Protection of the Work

The Contractor at all times shall maintain adequate protection of the work from damage and shall protect the Owner's property from injury or loss arising in connection with this contract.

Article 9. Contractor's Liability Insurance

The Contractor shall maintain such insurance as will protect it from claims under workmen's compensation acts and from any other claims for damages for personal injury, including death, which may arise from operations under this contract, whether such operations be by the Contractor or any subcontractor or anyone directly or indirectly employed by either of them.

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

Article 10. Indemnity

The Contractor shall fully save harmless and indemnify the Owner 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 connected with, grows out of or has anything to do with the execution and performance of this contract on the part of the Contractor or any Subcontractor; and the Contractor agrees that the Owner shall not be liable for any injury, or other loss or damage of any nature, that might be sustained by the Contractor itself or its employees in the execution and performance of this contract, unless such injury, loss or damage is caused solely by willful fault or negligence on the part of the Owner or its employees. The Contractor accepts all responsibility for any claims for damages whatsoever resulting from the use, misuse, or failure of any hoist, rigging, blocking, scaffolding, or other equipment used by the Contractor or any of his subcontractors, even though such equipment be furnished or loaned to the Contractor or any of his subcontractors by the Owner.

Article 11. Fire Insurance

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

Article 12. 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, for which the Owner shall not be compensated by insurance, or for which the Owner has not assumed responsibility under the provisions of Article 11 hereof. Where such damage includes damage to the work it shall be repaired at the expense of the Contractor.

Article 13. 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 knowing it to be contrary to any such law, ordinance, rule or regulation, he shall bear all costs arising therefrom.

If for any reason the Contractor's or any subcontractor's employees or agents acquire a status imposing liability on the Owner for employer's contributions or taxes under the

Federal Insurance Contributions Act, the Federal Unemployment Tax Act, any State Unemployment Tax Act, or any other Act, the Contractor shall be exclusively liable for, and shall indemnify the Owner against, the same and agrees to comply with all such laws and regulations so as to relieve the Owner from any and all liability therefor and from the responsibility of making reports or keeping records with respect thereto.

Article 14. Patents

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

Article 15. Owner's Right to Terminate Contract

If the Contractor should be adjudged a bankrupt, or make an assignment for the benefit of creditors, or if a receiver should be appointed on account of the Contractor's insolvency, or if a trustee of his property should be appointed under the reorganization or readjustment provisions of the Bankruptcy Act, or if the Contractor at any time should refuse or neglect to supply enough properly skilled workmen or proper materials, or if he should fail to make prompt payments to subcontractors or for material or labor, or persistently 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 within 30 days after service of written notice thereof by the Owner, then the Owner, may, without prejudice to any other right or remedy and after giving the Contractor three days' written notice, terminate the employment of the Contractor and take possession of the premises and of all materials, tools and appliances thereon and finish the work by whatever method he 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 the expense of finishing the work, including compensation for additional managerial and administrative service, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner.

Article 16. Correction of Work after Payment

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

Article 17. Arbitration

All questions subject to arbitration under this contract shall be submitted to arbitration at the choice of either party to the dispute. Unless otherwise provided by controlling statutes, there shall be one arbitrator who shall be chosen by the American Arbitration Association, whose rules shall be followed.

Article 18. Subcontracts

The Contractor will not employ any subcontractor which the Owner may disapprove as incompetent or unfit, and will require each subcontractor to execute a contract in writing containing provisions similar to all provisions of this contract which are in any way applicable. Nothing herein shall create a contractual relationship between any subcontractor and the Owner.

Article 19. Assignment

The Contractor shall not assign this contract nor sublet it as a whole without the written consent of the Owner, nor shall the Contractor assign any moneys due or to become due it hereunder without the prior written consent of the Owner.

Article 20. Co-ordination of Work

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

Article 21. By the Owner

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

Article 22. Additional Provisions

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

Specifications and drawings attached cover the erection of a drag conveyor

Article 22. Additional Provisions, (Continued)

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

and supports but not including machinery.

Erection of dust bin, supports and screw feeder housing but not including machinery.

Erection of an acid storage tank including supports but not including piping.

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

SOUTHWESTERN TRANSFER COMPANY
Contractor

By J. H. Hudson, Pres.

AMERICAN SMELTING AND REFINING COMPANY
Owner

By _____
Director of Purchases

AMERICAN SMELTING AND REFINING COMPANY

FORM # INSURANCE-1 Revised 9/55

INSURANCE-CERTIFICA

AMERICAN SMELTING AND REFINING COMPANY REQUIREMENTS FOR CONTRACTORS AND SUBCONTRACTORS.

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE DESCRIBED BELOW HAVE BEEN ISSUED TO SOUTHWESTERN TRANSFER COMPANY, INC.

THESE POLICIES ARE NOW IN FORCE, COVERING WORK BY THE ASSURED FOR AMERICAN SMELTING AND REFINING COMPANY ON CONTRACT FOR BUILDING ALTERATIONS AT EL PASO, TEXAS

IF THESE POLICIES ARE CANCELLED OR CHANGED IN ANY WAY THAT WILL AFFECT THIS CERTIFICATE, TEN DAYS' PRIOR WRITTEN NOTICE WILL BE GIVEN BY THIS COMPANY TO AMERICAN SMELTING AND REFINING COMPANY, SAMUEL METZGER, JR., 120 BROADWAY, NEW YORK, N.Y.

KIND OF INSURANCE	DESCRIPTION OF POLICY			REQUIRED MINIMUM
	NUMBER	EXPIRES	LIMITS OF LIABILITY	
CONTRACTOR'S PUBLIC LIABILITY (COMPREHENSIVE INCLUDING CONTRACTUAL)*				
BODILY-INJURY	CGA 1001 UIU	2-18-57	EACH PERSON $ 100,000.00 EACH ACCIDENT $ 300,000.00	$100,000 $300,000
PROPERTY-DAMAGE	CGA 1001 UIU	2-18-57	EACH ACCIDENT $ 25,000.00	$ 25,000
CONTRACTOR'S PROTECTIVE LIABILITY				
BODILY-INJURY	CGA 1001 UIU	2-18-57	EACH PERSON $ 100,000.00 EACH ACCIDENT $ 300,000.00	$100,000 $300,000
PROPERTY-DAMAGE	CGA 1001 UIU	2-18-57	EACH ACCIDENT $ 25,000.00	$ 25,000
AUTOMOBILE				
BODILY-INJURY	CGA 1001 UIU	2-18-57	EACH PERSON $ 100,000.00 EACH ACCIDENT $ 300,000.00	$100,000 $300,000
PROPERTY-DAMAGE	CGA 1001 UIU	2-18-57	EACH ACCIDENT $ 25,000.00	$ 25,000
WORKMEN'S COMPENSATION AND EMPLOYER'S LIABILITY			EACH ACCIDENT $ NOT COVERED	COMPLY WI APPLICABL STATE LA $ 25,000

DATE MARCH 9, 1956

SOUTHWEST CASUALTY INSURANCE COMPANY
INSURANCE COMPANY

DALLAS, TEXAS
CITY STATE

Robert K. Wiehe
AUTHORIZED REPRESENTATIVE

*The Contractor shall fully save harmless and indemnify the Owner against any expense, loss or damage on account of any clair demand or suit made by any person whomsoever, including any employee of the Owner, which is in any way connected with, grow out of or has anything to do with the execution and performance of this contract on the part of the Contractor or any Sub-contractor; and the Contractor agrees that the Owner shall not be liable for any injury, or other loss or damage of any nature, that might be sustained by the Contractor itself or its employees in the execution and performance of this contract, unless such injury, loss or damage is caused solely by willful fault or negligence on the part of the Owner or its employee: The Contractor accepts all responsibility for any claims for damages whatsoever resulting from the use, misuse, or failure c any hoist, rigging, blocking, scaffolding, or other equipment used by the Contractor or any of his subcontractors, even though such equipment be furnished or loaned to the Contractor or any of his subcontractors by the Owner.

AMERICAN SMELTING AND REFINING COMPANY

FORM # INSURANCE-1 Revised 9/55

INSURANCE-CERTIFICA

AMERICAN SMELTING AND REFINING COMPANY REQUIREMENTS FOR CONTRACTORS AND SUBCONTRACTORS.

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE DESCRIBED BELOW HAVE BEEN ISSUED TO The Southwestern Transfer Company, Inc.

THESE POLICIES ARE NOW IN FORCE, COVERING WORK BY THE ASSURED FOR AMERICAN SMELTING AND REFINING COMPANY ON CONTRACT for steel erection AT El Paso Smelting Works

IF THESE POLICIES ARE CANCELLED OR CHANGED IN ANY WAY THAT WILL AFFECT THIS CERTIFICATE, TEN DAYS' PRIOR WRITTEN NOTICE WILL BE GIVEN BY THIS COMPANY TO AMERICAN SMELTING AND REFINING COMPANY, SAMUEL METZGER, JR., 120 BROADWAY, NEW YORK, N.Y.

KIND OF INSURANCE	DESCRIPTION OF POLICY			REQUIRED MINIMUM
	NUMBER	EXPIRES	LIMITS OF LIABILITY	
CONTRACTOR'S PUBLIC LIABILITY (COMPREHENSIVE INCLUDING CONTRACTUAL)*				
BODILY-INJURY			EACH PERSON $ EACH ACCIDENT $	$100,000 $300,000
PROPERTY-DAMAGE			EACH ACCIDENT $	$ 25,000
CONTRACTOR'S PROTECTIVE LIABILITY				
BODILY-INJURY			EACH PERSON $ EACH ACCIDENT $	$100,000 $300,000
PROPERTY-DAMAGE			EACH ACCIDENT $	$ 25,000
AUTOMOBILE				
BODILY-INJURY			EACH PERSON $ EACH ACCIDENT $	$100,000 $300,000
PROPERTY-DAMAGE			EACH ACCIDENT $	$ 25,000
WORKMEN'S COMPENSATION AND EMPLOYER'S LIABILITY	M-24920 & L-24920	5-20-57 5-20-56	Complies Fully With the Requirements of State Law	COMPLY WI APPLICABL STATE LA
EMPLOYER'S LIABILITY	M-24920	5-20-57	EACH ACCIDENT $ 25,000.00	$ 25,000

DATE May 3, 1956

Texas Employers Insurance Association
INSURANCE COMPANY

El Paso, Texas
CITY STATE

L H Dunagan
AUTHORIZED REPRESENTATIVE
L. H. Dunagan, District Manager

*The Contractor shall fully save harmless and indemnify the Owner 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 connected with, grows out of or has anything to do with the execution and performance of this contract on the part of the Contractor or any Subcontractor; and the Contractor agrees that the Owner shall not be liable for any injury, or other loss or damage of any nature, that might be sustained by the Contractor itself or its employees in the execution and performance of this contract, unless such injury, loss or damage is caused solely by willful fault or negligence on the part of the Owner or its employees The Contractor accepts all responsibility for any claims for damages whatsoever resulting from the use, misuse, or failure o any hoist, rigging, blocking, scaffolding, or other equipment used by the Contractor or any of his subcontractors, even though such equipment be furnished or loaned to the Contractor or any of his subcontractors by the Owner.

INVOICE

EL PASO, TEXAS
1720 BASSETT AVE.
PHONE 2-3483
P. O. BOX 1557

SOUTHWESTERN TRANSFER CO.
BONDED INSURED

ALBUQUERQUE, N. M.
2607 DOMINGO ROAD
PHONE 5-6746
P. O. BOX 5213

EL PASO, TEXAS, APRIL [illegible] 195[illegible]

ALBUQUERQUE, N. M. 195

AMERICAN SMELTING AND REFINING CO.
P. O. BOX 1331
EL PASO, TEXAS

OUR INVOICE NO.

YOUR ORDER NO. CONTRACT

Building alteration for Germanium Leaching Plant as per contract	$3,[illegible]
Extra work as per attached sheet	[illegible]
	$3,[illegible]

P. O. BOX 1887,

TRANSFER CO. INC
ALBUQUERQUE
EL PASO

6507 DOMINGO ROAD
PHONE 5-8746
P. O. BOX 8213

AMERICAN SMELTING AND REFINING CO.

P. O. BOX 1111

EL PASO, TEXAS

EL PASO, TEXAS APRIL 24 19

YOUR ORDER NO. [redacted]
EXTRA WORK NOT INCLUDED IN CONTRACT

OUR ORDER NO.

4/2,3	Column too long(C1-C1R-C1L-C2R-C2L-C3R-C3L) 1 Ironworker	4	hrs.
4/3	Struts(S1) Flange top and bottom out to pass rivets on column , 1 ironworker	2	"
4/9	Knee brace KBI'S all h les on one side of lug off ½ hole, 1 ironworker	2	"
"	Column C6-C5R change lugs, 1 ironworker	2	"
"	BR2R, anchor bolts didn't fit 1 ironworker	2	"
"	All of L lugs on C4's cut off and raised 1 ironworker	3	"
4/10	Lugs on C2L-C5L-C3L-C1 change and added lugs,2 ironworker, 8 hours each	16	"
"	Bracing, No holes on column center of beam(S2) 1 ironworker	2	"
"	Changing R2 and R3 sag rods 1 ironworker	2	"
4/11	Girts and wall, window frame refabrication 1 ironworker	4	"
"	Doors refabrication 2 ironworker 1 ½ hrs. each	3	"
4/12	Cut 2 beams and 2 columns to fit 1 ironworker	2	"
"	Fit BB2 to monorail beams 1 ironworker	1	"
4/16	Cut two holes in all KB2 bracing on south column 1 ironworker	2	"
"	Cut out and remove arsenic bin, 2 ironworker 4 hr. ea.	8	"
	Ironworkers total	55	hours

Ironworker's time	55 hrs.	@3.05	$167.75
Foreman	" 10 "	@3.55	35.50
Ins., Taxes, and overhead on labor 4			123.98
3 oxygen @4.78			14.34
1½ acetylene @11.74			17.61
			$359.18

MEXICAN ENGINEERING DEPARTMENT

EL PASO, April 16, 1956

Mr. T. J. Woodside

El Paso Plant.

Germanium Plant - EP-514, NY-12124

We are turning over to your Mr. J. W. English the following tracings and bills of material pertaining to your Germanium Plant construction:

GP-20434	GP-20438
GP-20435	GP-10439
GP-10436	GP-20440
GP-40437	Bill of Mat. Pages 1-5

The above drawings cover details on the drag conveyor, shaft details, supports and 10" screw extension. These drawings are for your files.

All of these details are in your shops. We believe any minor changes have been corrected in the field; however, it would be worthwhile having Mr. English give them another check.

The only details on this work required from us is the cadmium dust bin with screw feeders. We hope to complete these drawings this week.

R. R. Whittington

RRW:b

cc: KBKapp
JWEnglish
JEJensen

ASARCO ELP 0008475

El Paso, Texas

April 11, 1956

Mr. David Paine, Purchasing Agent
American Smelting and Refining Company
120 Broadway
New York 5, N. Y.

CONTRACT WITH SOUTHWESTERN TRANSFER COMPANY - BUILDING ALTERATIONS
REQUISITION EL PASO 35

Dear Sir:

This has reference to your letter of March 21 and Mr. Metzger's letter of March 19 concerning insurance certificate covering the above contract. I am attaching hereto an executed copy of this certificate.

Yours truly,

Original signed by
Ben Roberts
BEN ROBERTS.

enc.

cc: Mr. Samuel Metzger, III,

bcc: Joe W. English - You will note I have sent an executed copy of the insurance certificate to the Purchasing Department in New York. I have also retained a copy for our files. The original and two copi are attached hereto for your distribution.

B. R.
C

FORM # INSURANCE-1

AMERICAN SMELTING AND REFINING COMPANY

INSURANCE-CERTIFICA

AMERICAN SMELTING AND REFINING COMPANY REQUIREMENTS FOR CONTRACTORS AND SUBCONTRACTORS.

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE DESCRIBED BELOW HAVE BEEN ISSUED TO SOUTHWESTERN TRANSFER COMPANY, INC.

THESE POLICIES ARE NOW IN FORCE, COVERING WORK BY THE ASSURED FOR AMERICAN SMELTING AND REFINING COMPANY ON CONTRACT FOR BUILDING ALTERATION AT EL PASO, TEXAS

IF THESE POLICIES ARE CANCELLED OR CHANGED IN ANY WAY THAT WILL AFFECT THIS CERTIFICATE, TEN DAYS' PRIOR WRITTEN NOTICE WILL BE GIVEN BY THIS COMPANY TO AMERICAN SMELTING AND REFINING COMPANY, SAMUEL METZGER, JR., 120 BROADWAY, NEW YORK, N.Y.

KIND OF INSURANCE	DESCRIPTION OF POLICY			REQUIRED MINIMUM
	NUMBER	EXPIRES	LIMITS OF LIABILITY	
CONTRACTOR'S PUBLIC LIABILITY (COMPREHENSIVE INCLUDING CONTRACTUAL)				
BODILY-INJURY	CGA 1001 UIU	2-18-57	EACH PERSON $ 100,000.00 EACH ACCIDENT $ 300,000.00	$100,000 $300,000
PROPERTY-DAMAGE	CGA 1001 UIU	2-18-57	EACH ACCIDENT $ 25,000.00	$ 25,000
CONTRACTOR'S PROTECTIVE LIABILITY				
BODILY-INJURY	CGA 1001 UIU	2-18-57	EACH PERSON $ 100,000.00 EACH ACCIDENT $ 300,000.00	$100,000 $300,000
PROPERTY-DAMAGE	CGA 1001 UIU	2-18-57	EACH ACCIDENT $ 25,000.00	$ 25,000
AUTOMOBILE				
BODILY-INJURY	CGA 1001 UIU	2-18-57	EACH PERSON $ 100,000.00 EACH ACCIDENT $ 300,000.00	$100,000 $300,000
PROPERTY-DAMAGE	CGA 1001 UIU	2-18-57	EACH ACCIDENT $ 25,000.00	$ 25,000
WORKMEN'S COMPENSATION AND EMPLOYER'S LIABILITY				COMPLY WITH APPLICABLE STATE LAW
			EACH ACCIDENT $ NOT COVERED	$ 25,000

DATE MARCH 9, 1956

SOUTHWEST CASUALTY INSURANCE COMPANY
INSURANCE COMPANY

DALLAS, TEXAS
CITY STATE

Robert K White
AUTHORIZED REPRESENTATIVE

ASARCO ELP 0008477

AMERICAN SMELTING AND REFINING COMPANY

FORM # INSURANCE-1

INSURANCE-CERTIFICAT

AMERICAN SMELTING AND REFINING COMPANY REQUIREMENTS FOR CONTRACTORS AND SUBCONTRACTORS.

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE DESCRIBED BELOW HAVE BEEN ISSUED TO SOUTHWESTERN TRANSFER COMPANY, INC.

THESE POLICIES ARE NOW IN FORCE, COVERING WORK BY THE ASSURED FOR AMERICAN SMELTING AND REFINING COMPANY ON CONTRACT FOR BUILDING ALTERATION AT EL PASO, TEXAS

IF THESE POLICIES ARE CANCELLED OR CHANGED IN ANY WAY THAT WILL AFFECT THIS CERTIFICATE, TEN DAYS' PRIOR WRITTEN NOTICE WILL BE GIVEN BY THIS COMPANY TO AMERICAN SMELTING AND REFINING COMPANY, SAMUEL METZGER, JR., 120 BROADWAY, NEW YORK, N.Y.

KIND OF INSURANCE	DESCRIPTION OF POLICY			REQUIRED MINIMUM
	NUMBER	EXPIRES	LIMITS OF LIABILITY	
CONTRACTOR'S PUBLIC LIABILITY (COMPREHENSIVE INCLUDING CONTRACTUAL)				
BODILY-INJURY	CGA 1001	UIU 2-18-57	EACH PERSON $ 100,000.00 EACH ACCIDENT $ 300,000.00	$100,000 $300,000
PROPERTY-DAMAGE	CGA 1001	UIU 2-18-57	EACH ACCIDENT $ 25,000.00	$ 25,000
CONTRACTOR'S PROTECTIVE LIABILITY				
BODILY-INJURY	CGA 1001	UIU 2-18-57	EACH PERSON $ 100,000.00 EACH ACCIDENT $ 300,000.00	$100,000 $300,000
PROPERTY-DAMAGE	CGA 1001	UIU 2-18-57	EACH ACCIDENT $ 25,000.00	$ 25,000
AUTOMOBILE				
BODILY-INJURY	CGA 1001	UIU 2-18-57	EACH PERSON $ 100,000.00 EACH ACCIDENT $ 300,000.00	$100,000 $300,000
PROPERTY-DAMAGE	CGA 1001	UIU 2-18-57	EACH ACCIDENT $ 25,000.00	$ 25,000
WORKMEN'S COMPENSATION AND EMPLOYER'S LIABILITY			EACH ACCIDENT $ NOT COVERED	COMPLY WITH APPLICABLE STATE LAW $ 25,000

DATE MARCH 9, 1956

SOUTHWEST CASUALTY INSURANCE COMPANY
INSURANCE COMPANY

DALLAS, TEXAS
CITY STATE

Robert K. Wiebe
AUTHORIZED REPRESENTATIVE

ASARCO ELP 0008478

AMERICAN SMELTING AND REFINING COMPANY

FORM # INSURANCE-1

INSURANCE-CERTIFICA

AMERICAN SMELTING AND REFINING COMPANY REQUIREMENTS FOR CONTRACTORS AND SUBCONTRACTORS.

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE DESCRIBED BELOW HAVE BEEN ISSUED TO SOUTHWESTERN TRANSFER COMPANY, INC.

THESE POLICIES ARE NOW IN FORCE, COVERING WORK BY THE ASSURED FOR AMERICAN SMELTING AND REFINING COMPANY ON CONTRACT FOR BUILDING ALTERATION AT EL PASO, TEXAS

IF THESE POLICIES ARE CANCELLED OR CHANGED IN ANY WAY THAT WILL AFFECT THIS CERTIFICATE, TEN DAYS' PRIOR WRITTEN NOTICE WILL BE GIVEN BY THIS COMPANY TO AMERICAN SMELTING AND REFINING COMPANY, SAMUEL METZGER, JR., 120 BROADWAY, NEW YORK, N.Y.

KIND OF INSURANCE	DESCRIPTION OF POLICY			REQUIRED MINIMUM
	NUMBER	EXPIRES	LIMITS OF LIABILITY	
CONTRACTOR'S PUBLIC LIABILITY (COMPREHENSIVE INCLUDING CONTRACTUAL)				
BODILY INJURY	CGA 1001 UIU 2-18-57		EACH PERSON $ 100,000.00 EACH ACCIDENT $ 300,000.00	$100,000 $300,000
PROPERTY DAMAGE	CGA 1001 UIU 2-18-57		EACH ACCIDENT $ 25,000.00	$ 25,000
CONTRACTOR'S PROTECTIVE LIABILITY				
BODILY INJURY	CGA 1001 UIU 2-18-57		EACH PERSON $ 100,000.00 EACH ACCIDENT $ 300,000.00	$100,000 $300,000
PROPERTY DAMAGE	CGA 1001 UIU 2-18-57		EACH ACCIDENT $ 25,000.00	$ 25,000
AUTOMOBILE				
BODILY INJURY	CGA 1001 UIU 2-18-57		EACH PERSON $ 100,000.00 EACH ACCIDENT $ 300,000.00	$100,000 $300,000
PROPERTY DAMAGE	CGA 1001 UIU 2-18-57		EACH ACCIDENT $ 25,000.00	$ 25,000
WORKMEN'S COMPENSATION AS				COMPLY WITH APPLICABLE STATE LAW
EMPLOYER'S LIABILITY			EACH ACCIDENT $ NOT COVERED	$ 25,000

DATE MARCH 9, 1956

SOUTHWEST CASUALTY INSURANCE COMPANY
INSURANCE COMPANY

DALLAS, TEXAS
CITY STATE

AUTHORIZED REPRESENTATIVE

1

ASARCO ELP 0008479

1294

E. L. Hamilton, Contractor
Phoenix, Arizona

April 5, 1956

Net 30 days

Del.

Our plant

As soon as possible

Our Code No.

#23/M

This order is issued to cover Painting All Inside and Outside Roof and Walls of Bldg. at Germanium Plant, with 1-coat Aluminum Paint. 187.25/

(This includes all surfaces not covered by Southwest Transfer Co.Contract)

Painting Steel Work inside Trusses,Cols.,Bracing,Etc. 75.00/

(A.S. & R. CO. to supply the Paint)

NOTE: Your particular attention is called to paragraph 11 on the reverse side hereof.

Original Signed by
R. E. REDMAN

G.E.Leaching-
Job #514-A3
cc: J.W.English

1294

ASARCO ELP 0008480

[illegible]

[illegible]

Attn: Mr. Joe English, Plant Engineer

Dear Sir:

I submit the bid of $4500.00 for raising the geranium building 7 feet, as per your specifications. Also submit the bid of $1819.13 for painting and reroofing this building.

Respectfully submitted,

E. L. Hamilton

E. L. Hamilton

$4500.00
1819.13
Total 6319.13

DWT — $3495.00

INSUL-MASTIC CORPORATION OF AMERICA LICENSEE

OUTSTANDING JOBS THROUGHOUT THE COUNTRY

AMERICAN SMELTING AND REFINING COMPANY
EL PASO SMELTING WORKS

SPECIFICATIONS FOR ALTERATIONS TO BUILDING ON SOUTH SIDE OF ARSENIC KITCHENS

1. Dismantle the 12 ft. section at east end of building. Dismantling to consist of taking down corrugated roofing and siding, purlins, girts, rafter and east columns. These columns to be cut off at top of concrete floor slab at elevation 3795' - 4". Door and window frames in this section to be used in framing of new [illegible] wall at bent [illegible] shown on Drg. E-21345.

2. [illegible]mantle corrugated lean-to at south side of section mentioned in item #1.

3. Dismantle 2 steel platforms at south side of building spanning passage way between building and arsenic storage bins.

4. Move existing set of steel stairs at south end of concrete platform at west end of building. Concrete footing and anchor bolts at new location to be furnished and set by A. S. & R. Co.

5. Remove doors from south face of arsenic kitchens. Burn off all lugs, supports and etc., from south face of columns at south end of kitchens.

6. Dismantle the west wall of building below bottom chord of roof truss. Remove X-bracing and intermediate column at south side of door frame. Door frame to be reused in framing of new wall.

7. Dismantle all piping and electrical conduit above floor line in this building.

8. Remove all currugated iron roofing from building.

9. Remove steel tee beams supporting wood flooring over pit inside building. A. S. & R. Co. to remove wood flooring over pit and take out all partition walls in pit.

10. Raise roof trusses along with existing north wall section down to bottom chord of trusses and entire existing south side wall section. Before raising, remove nuts from anchor bolts at base of columns along south side of building. These anchor bolts to be burned off flush with top of wall at bents 3 and 5. Cut rivets off at connections of roof trusses to top of columns at north side of building. Leaving channel and angle ties at top of these columns intact. All roof bracing shall remain. Any bracing removed for raising roof or siding shall be replaced. All purlins to remain intact, any purlins removed for raising roof shall be replaced.

11. After raising roof, contractor is to erect all steel as shown and specified on Drg. E-21345. All additional fabricated steel to be delivered at job site by purchaser.

12. All work shall be done under the supervision of the Purchaser"s Engineer and shall be subject to his approval. Any additional work required shall be approved by Purchaser's Engineer and a price agreed upon before starting the work.

13. Purchaser will supply 220 V or 440 Volt electrical power at building site. 90 lbs. high pressure air will also be furnished at building site.

14. Contractor to furnish all tools and equipment for completing work.

15. All work shall be done by qualified men and shall be carried on in a safe, workmanship like manner. All necessary precautions shall be taken to protect purchaser's

[redacted] TO BUILDING ON SOUTH SIDE OF ARSENIC KITCHENS, CONT'D.

[redacted] property and men working in the vicinity.

16. [redacted] to be started as soon as possible after contract is let and shall be completed within [redacted] least 30 days after date of contract.

17. [redacted] completion the site shall be left in a clean orderly [redacted] All scrap steel, [redacted] iron, etc., shall be taken to purchaser's salvage yard at [redacted] on A. S. & R. [redacted]

18. Contractor to submit separate bid for replacing roofing and siding removed for the purpose of raising building, along with new additional corrugated roofing and siding necessary to enclose building after raising 7 feet above present location.

Purchaser to furnish new 18 Ga. corrugated iron for roofing and additional regn'd. new 22 Ga. corrugated iron for siding along with straps, clamps, etc., for fastening corrugated to building steel.

Before erection, the corrugated sheets are to be painted one coat of zinc chromate primer on both sides. One side and laps of sheets to receive one coat of approved Gilsonite paint. After erection paint ~~both~~ outside sides with one coat of approved aluminum paint. Contractor to furnish all paint, labor and equipment.

19. Copy of our contract form No. 1 which sets out our requirements for insurance and etc., is attached. Successful bidder shall sign this contract with purchaser, American Smelting and Refining Company.

Truman C. Jensen
March 2, 1956

Contract #1
Revised 12/54

Page 1

INSTRUCTIONS: Attach and forward with Inquiry Form No. 352. To be completed and returned as contractor's proposal.

CONTRACT FOR

Building Alterations

at

AMERICAN SMELTING AND REFINING COMPANY'S **El Paso** Plant

at **El Paso, Texas**

THIS AGREEMENT, made the _____ day of **March**, 19**56**,

by and between **Southwestern Transfer Company**,

whose address is **1730 Bassett Avenue, El Paso, Texas**

(hereinafter called the "Contractor") and AMERICAN SMELTING AND REFINING COMPANY, a corporation of the State of New Jersey, whose address is 120 Broadway, New York 5, N.Y. and **P. O. Box 1111, El Paso, Texas**

(hereinafter called the "Owner").

W I T N E S S E T H:

The Contractor and Owner agree as follows:

Article 1. Scope of the Work

The Contractor shall furnish all plans, engineering, labor, tools, equipment and materials, except such items as are hereinafter listed as being furnished or furnished and installed by the Owner, for **Building Alteration for Germanium Leaching Plant** (hereinafter called the "work") at the **El Paso** plant of the Owner at **El Paso, Texas** as shown on the drawings and specifications (attached hereto) (entitled **Building Alterations for Germanium Leaching Plant** furnished by **Plant Engineer** and dated **March 2, 1956**) and shall erect, install, and complete the work in good and workmanlike manner and in compliance with all applicable codes, rules, regulations and ordinances.

ASARCO ELP 0008484

Article 2. Time of completion

The work shall be commenced [redacted]

[redacted] shall be substantially completed [redacted].

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

The Owner shall pay the Contractor for the performance of this contract, the sum of Three Thousand Four Hundred Ninety Five ---------- dollars, ($ 3,495.00), lawful money of the United States of America within Thirty days after satisfactory completion of the work and submission by the Contractor of evidence (including, if requested, complete releases of all liens arising out of or in connection with the work by all persons, firms or corporations on whose behalf such liens could have been or be (filed) satisfactory to the Owner that all payrolls, material bills, and other indebtedness connected with the work have been paid and that the work is free of all liens and encumbrances.

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

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

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

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

ASARCO ELP 0008485

Article 4. Payments Withheld

The Owner may withhold all or part of any payment to the extent necessary to protect the Owner from loss on account of (a) damage to the work or to the person or property of the Owner, another Contractor, or any other person, which is in anyway connected with, grows out of, or has anything to do with the execution and performance of this contract by the Contractor or any subcontractor, (b) a reasonable doubt that the contract can be completed for the balance then unpaid, (c) any failure of the Contractor to make proper payment of indebtedness connected with the work or to perform its obligations under this contract, or (d) claims or probable claims arising out of any of the foregoing.

Article 5. Liens

If any lien remain unsatisfied after payment of the full contract price has been made, the Contractor shall refund to the Owner all moneys that the latter may be compelled to pay in discharging such lien, including all costs and a reasonable attorney's fee. The Contractor shall, at any time requested by the Owner, deliver a bond satisfactory to the Owner indemnifying it against any lien and expenses occassioned thereby.

Article 6. Title to the Work

Title to all work completed or in the course of construction, and all tools, equipment, or materials on account of which any payment has been made, shall be in the Owner.

Article 7. Inspection and Repair

The Contractor shall provide safe and proper facilities at all times for the inspection of the work by the Owner, and shall as soon as practicable after written notice from the Owner, at his own expense remove, take down, replace and repair any materials or portions of the work which the Owner shall deem unsatisfactory or not in conformity with this contract or specifications, and make good all work damaged or destroyed thereby, whether or not there shall be a dispute with respect to any of the foregoing. Any such dispute shall be settled by arbitration in the manner hereinafter provided.

Article 8. Protection of the Work

The Contractor at all times shall maintain adequate protection of the work from damage and shall protect the Owner's property from injury or loss arising in connection with this contract. If any loss or expense to the Owner or damage to the property owned by it results from, or in connection with, the performance of this contract by the Contractor, or any subcontractor, the Contractor shall fully indemnify the Owner. If the work is damaged in any manner whatsoever, it shall be repaired at the expense of the Contractor.

ASARCO ELP 0008486

The Contractor shall fully save harmless and indemnify the Owner 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 connected with, grows out of or has anything to do with the execution and performance of this contract on the part of the Contractor or any subcontractor; and the Contractor agrees that the Owner shall not be liable for any injury, or other loss or damage of any nature, that might be sustained by the Contractor itself or its employees or subcontractors in the execution and performance of this contract, unless such injury, loss or damage is caused solely by willful fault or negligence on the part of the Owner or its employees.

Article 9. Contractor's Liability Insurance

The Contractor shall maintain such insurance as will protect it from claims under workmen's compensation acts and from any other claims for damages for personal injury, including death, which may arise from operations under this contract, whether such operations be by the Contractor or any subcontractor or anyone directly or indirectly employed by either of them.

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

Article 10. Compliance with Laws and Ordinances

The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations, Federal, State or Municipal, bearing on the conduct of the work and the performance of this contract and shall bear all fines, penalties and losses incurred by reason of the violation of any such law, ordinance, rule or regulation. If for any reason the Contractor's or any subcontractor's employees or agents acquire a status imposing liability on the Owner for employer's contributions or taxes under the Federal Insurance Contributions Act, the Federal Unemployment Tax Act, any State Unemployment Tax Act, or any other Act, the Contractor shall be exclusively liable for, and shall indemnify the Owner against, the same and agrees to comply with all such laws and regulations so as to relieve the Owner from any and all liability therefor and from the responsibility of making reports or keeping records with respect thereto.

Article 11. Patents

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

Article 12. 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 should be appointed on account of

ASARCO ELP 0008487

the Contractor's insolvency, or if a trustee of his property should be appointed under the reorganization or readjustment provisions of the Bankruptcy Act, or if the Contractor at any time should refuse or neglect to supply enough properly skilled workmen or fail to prosecute the work with diligence or in any other respect should violate this contract, the Owner, without prejudice to any other remedy it may have, shall be entitled upon three days' written notice to the Contractor, to terminate the employment of the Contractor and take possession of the work and all materials, tools and appliances on the site and finish the work by whatever method the Owner deems 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 the expense of finishing the work, including a reasonable allowance for additional managerial and administrative service, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner.

Article 13. Correction of Work after Payment

Neither payment nor any provision in the contract shall relieve the Contractor of responsibility for faulty materials or workmanship and the Contractor shall remedy any defects due thereto and pay for any damage to other work result 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 subject to arbitration as hereinafter provided.

Article 14. Arbitration

All questions subject to arbitration under this contract shall be submitted to arbitration at the choice of either party to the dispute. Unless otherwise provided by controlling statutes, there shall be one arbitrator who shall be chosen by the American Arbitration Association, whose rules shall be followed.

Article 15. Assignment

The Contractor shall not assign this contract nor sublet it as a whole without the written consent of the Owner, nor shall the Contractor assign any moneys due or to become due it hereunder without the prior written consent of the Owner.

Article 16. Co-ordination of Work

The Contractor shall conduct his work so as to cause a minimum of interference with Company operations. Where such becomes absolutely necessary, permission to do so shall be requested and arrangements made through the Plant Engineer's office not less than seventy-two (72) hours in advance.

Article 17. By the Owner

The Owner agrees to obtain and pay for any building permits required; to carry fire insurance with extended coverage fully covering the Contractor and/or his subcontractors for all material and equipment delivered for the job and for all labor and material brought into the work as their interests may appear; and, to the extent practicable without interference with operations, to furnish the Contractor, free of charge, for its use during construction, electricity, water, [redacted] and compressed air required for construction purposes, at the

voltage and pressure currently available at the plant, to a point adjacent to or within ---fifty----- feet of the site, but the Contractor will be required to make the necessary connections, provide approved shut-off and safety devices and furnish and install all temporary lines required to bring them to the point of use.

Article 18. Additional Provisions

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

Contractor to furnish all labor and paint as set out in specifications

Owner will furnish additional structural steel and corrugated sheets as set out in specifications.

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

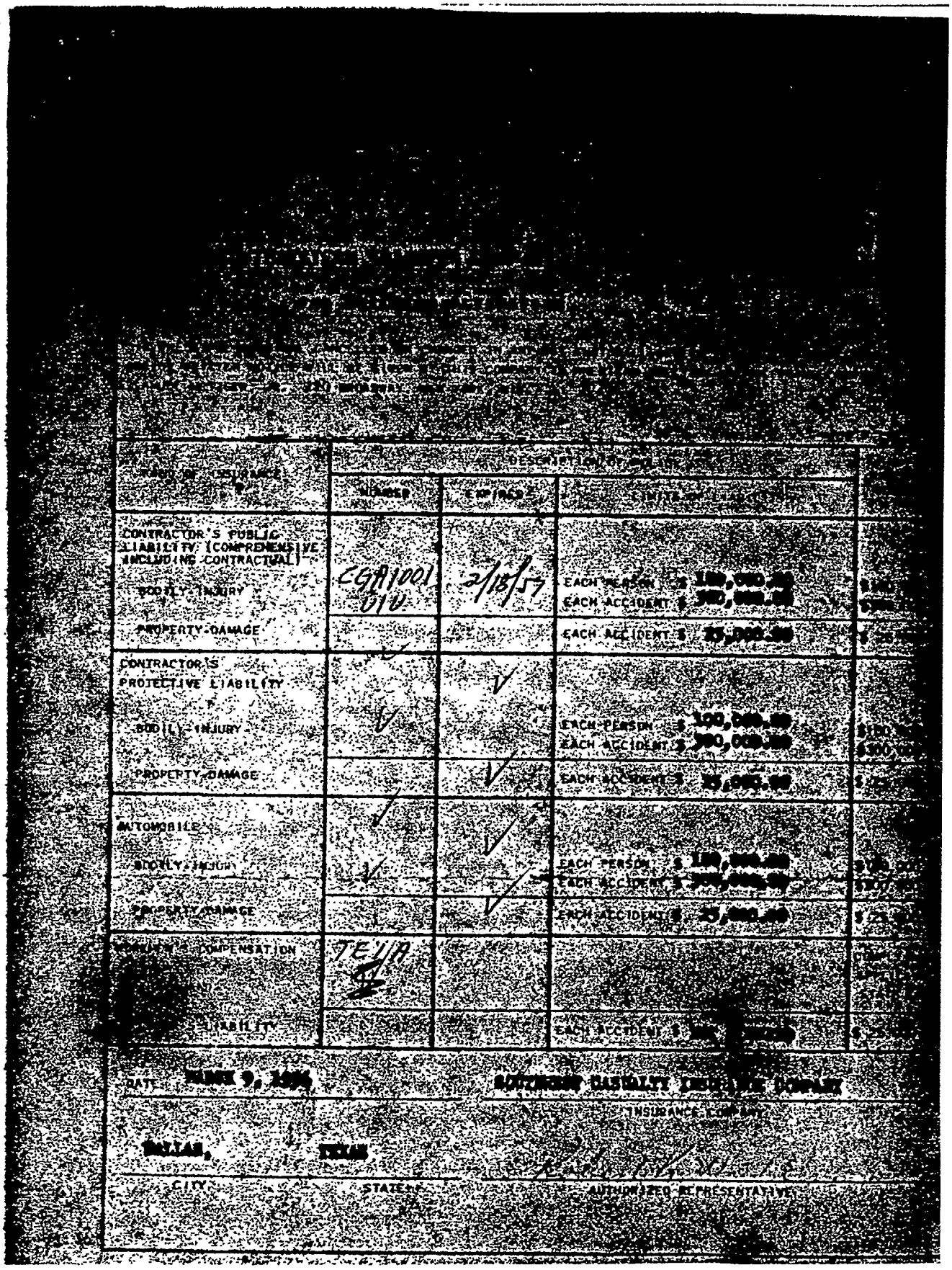
Contractor

By

AMERICAN SMELTING AND REFINING COMPANY
Owner

By
Director of Purchases

ORIGINAL CONTRACT APPROVED
BY Date 3/16/56
S. M. 3/16/56



[illegible]

[illegible]	DESCRIPTION OF POLICY			
	NUMBER	EXPIRES	LIMITS OF LIABILITY	
CONTRACTOR'S PUBLIC LIABILITY (COMPREHENSIVE INCLUDING CONTRACTUAL)				
BODILY INJURY	CGA1001 U1U	2/18/57	EACH PERSON $ [illegible] EACH ACCIDENT $ [illegible]	[illegible]
PROPERTY DAMAGE			EACH ACCIDENT $ [illegible]	[illegible]
CONTRACTOR'S PROTECTIVE LIABILITY		✓		
BODILY INJURY	✓		EACH PERSON $ [illegible] EACH ACCIDENT $ [illegible]	[illegible]
PROPERTY DAMAGE		✓	EACH ACCIDENT $ [illegible]	[illegible]
AUTOMOBILE	✓			
BODILY INJURY	✓	✓	EACH PERSON $ [illegible] EACH ACCIDENT $ [illegible]	[illegible]
PROPERTY DAMAGE		✓	EACH ACCIDENT $ [illegible]	[illegible]
[illegible] COMPENSATION	TEXA			[illegible]
[illegible] LIABILITY			EACH ACCIDENT $ [illegible]	[illegible]

DATE [illegible] 9, [illegible]

[illegible] CASUALTY [illegible] COMPANY
INSURANCE COMPANY

[illegible], [illegible]
CITY STATE

[illegible]
AUTHORIZED REPRESENTATIVE

ASARCO ELP 0008490

[redacted] AND REFINING COMPANY

INSURANCE-CERTIFICAT

AMERICAN SMELTING AND REFINING COMPANY REQUIREMENTS FOR CONTRACTORS AND SUBCONTRACTORS.

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE DESCRIBED BELOW HAVE BEEN ISSUED TO [redacted]

THESE POLICIES ARE NOW IN FORCE, COVERING WORK BY THE ASSURED FOR AMERICAN SMELTING AND REFINING COMPANY ON CONTRACT [redacted] AT [redacted]

IF THESE POLICIES ARE CANCELLED OR CHANGED IN ANY WAY THAT WILL AFFECT THIS CERTIFICATE, TEN DAYS' PRIOR WRITTEN NOTICE WILL BE GIVEN BY THIS COMPANY TO AMERICAN SMELTING AND REFINING COMPANY, SAMUEL METZGER, JR., 120 BROADWAY, NEW YORK, N.Y.

KIND OF INSURANCE	DESCRIPTION OF POLICY			REQUIRED MINIMUM
	NUMBER	EXPIRES	LIMITS OF LIABILITY	
CONTRACTOR'S PUBLIC LIABILITY (COMPREHENSIVE INCLUDING CONTRACTUAL)				
BODILY-INJURY			EACH PERSON $ EACH ACCIDENT $	$100,000 $300,000
PROPERTY-DAMAGE			EACH ACCIDENT $	$ 25,000
CONTRACTOR'S PROTECTIVE LIABILITY				
BODILY-INJURY			EACH PERSON $ EACH ACCIDENT $	$100,000 $300,000
PROPERTY-DAMAGE			EACH ACCIDENT $	$ 25,000
AUTOMOBILE				
BODILY-INJURY			EACH PERSON $ EACH ACCIDENT $	$100,000 $300,000
PROPERTY-DAMAGE			EACH ACCIDENT $	$ 25,000
WORKMEN'S COMPENSATION AND EMPLOYER'S LIABILITY	[redacted]	[redacted]	Complied fully with the State requirements Thereof.	COMPLY WITH APPLICABLE STATE LAW
			EACH ACCIDENT $	$ 25,000

DATE March 9, 1956

Texas Employers Insurance Association

INSURANCE COMPANY

El Paso — CITY

Texas — STATE

L. H. Dunger, District Manager

AUTHORIZED REPRESENTATIVE

SPECIFICATIONS FOR ALTERATIONS TO BUILDING ON SOUTH SIDE OF ARSENIC KITCHENS, CONT'D.

property and men working in the vicinity.

16. Work to be started as soon as possible after contract is let and shall be completed within at least 30 days after date of contract.

17. After completion the site shall be left in a clean orderly manner. All scrap steel, corrugated iron, etc., shall be taken to purchaser's salvage yard or dump on A. S. & R. property.

18. Contractor to submit separate bid for replacing roofing and siding removed for the purpose of raising building, along with new additional corrugated roofing and siding necessary to enclose building after raising 7 feet above present location.

Purchaser to furnish new 18 Ga. corrugated iron for roofing and additional req'd. new 22 Ga. corrugated iron for siding along with straps, clamps, etc., for fastening corrugated to building steel.

Before erection, the corrugated sheets are to be painted one coat of zinc chromate primer on both sides. One side and laps of sheets to receive one coat of approved Gilsonite paint. After erection paint outside with one coat of approved aluminum paint. Contractor to furnish all paint, labor and equipment.

19. Copy of our contract form No. 1 which sets out our requirements for insurance and etc., is attached. Successful bidder shall sign this contract with purchaser, American Smelting and Refining Company.

Truman C. Jensen
March 2, 1936.

AMERICAN SMELTING AND REFINING COMPANY
EL PASO SMELTING WORKS
SPECIFICATIONS FOR ALTERATIONS TO BUILDING ON SOUTH SIDE OF ARSENIC KITCHENS

1. Dismantle the 12 ft. section at east end of building. Dismantling to consist of taking down corrugated roofing and siding, purlins, girts, rafter and east columns. These columns to be cut off at top of concrete floor slab at elevation 3795' - 4". Door and window frames in this section to be used in framing of new end wall at bent No. [illegible] shown on Drg. E-21345.

2. Dismantle corrugated lean-to at south side of section mentioned in item #1.

3. Dismantle 2 steel platforms at south side of building spanning passage way between building and arsenic storage bins.

4. Move existing set of steel stairs at south end of concrete platform at west end of building. Concrete footing and anchor bolts at new location to be furnished and set by A. S. & R. Co.

5. Remove doors from south face of arsenic kitchens. Burn off all lugs, supports and etc., from south face of columns at south end of kitchens.

6. Dismantle the west wall of building below bottom chord of roof truss. Remove X-bracing and intermediate column at south side of door frame. Door frame to be reused in framing of new wall.

7. Dismantle all piping and electrical conduit above floor line in this building.

8. Remove all currugated iron roofing from building.

9. Remove steel tee beams supporting wood flooring over pit inside building. A. S. & R. Co. to remove wood flooring over pit and take out all partition walls in pit.

10. Raise roof trusses along with existing north wall section down to bottom chord of trusses and entire existing south side wall section. Before raising, remove nuts from anchor bolts at base of columns along south side of building. These anchor bolts to be burned off flush with top of wall at bents 3 and 5. Cut rivets off at connections of roof trusses to top of columns at north side of building. Leaving channel and angle ties at top of these columns intact. All roof bracing shall remain. Any bracing removed for raising roof or siding shall be replaced. All purlins to remain intact, any purlins removed for raising roof shall be replaced.

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SPECIFICATIONS FOR ALTERATIONS TO BUILDING ON SOUTH SIDE OF ARSENIC KITCHENS, CONT'D.

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Truman C. Jansen
March 2, 1956

E. L. HAMILTON

Painting Contractor

SPRAY SYSTEM AND GENERAL PAINTING
SPECIALIZING IN INDUSTRIAL PAINTING AND COATING
TELEPHONE AM 5-9771 • 2813 NORTH 25TH PLACE
PHOENIX, ARIZONA

February 7, 1956

El Paso Smelter Works
El Paso, Texas

Attn: Mr. Joe English, Plant Engineer

Dear Sir:

I submit the bid of ~~$1397.47~~ for replacing a roof as per your specifications on the south side of the arsenic kitchen. Replacing new sheets on the side walls ~~$407.39~~. ~~Replacing the torn sheets on the side walls and renailing $50~~.00.

Roof. 1220.98
Bldg 141.74
Sides 450.47
$1813.19

Respectfully submitted,

E L Hamilton

E. L. Hamilton

Raising Steel Trusses etc $4500.00 Labor only.
Removing sheets at ends.
Add girts on sides

INSUL-MASTIC CORPORATION OF AMERICA LICENSEE

OUTSTANDING JOBS THROUGHOUT THE COUNTRY

ASARCO ELP 0008495

AMERICAN SMELTING AND REFINING COMPANY
EL PASO SMELTING WORKS
SPECIFICATIONS FOR ALTERATIONS TO BUILDING ON SOUTH SIDE OF ARSENIC KITCHENS

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7. Dismantle all piping and electrical conduit above floor line in this building.

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9. Remove steel tee beams supporting wood flooring over pit inside building. A. S. & R. Co. to remove wood flooring over pit and take out all partition walls in pit.

10. Raise roof trusses along with existing north wall section down to bottom chord of trusses and entire existing south side wall section. Before raising, remove nuts from anchor bolts at base of columns along south side of building. These anchor bolts to be burned off flush with top of wall at bents 3 and 5. Cut rivets off at connections of roof trusses to top of columns at north side of building. Leaving channel and angle ties at top of these columns intact. All roof bracing shall remain. Any bracing removed for raising roof or siding shall be replaced. All purlins to remain intact, any purlins removed for raising roof shall be replaced.

11. After raising roof, contractor is to erect all steel as shown and specified on Drg. E-21345. All additional fabricated steel to be delivered at job site by purchaser.

12. All work shall be done under the supervision of the Purchaser"s Engineer and shall be subject to his approval. Any additional work required shall be approved by Purchaser's Engineer and a price agreed upon before starting the work.

13. Purchaser will supply 220 V or 440 Volt electrical power at building site. 90 lbs. high pressure air will also be furnished at building site.

14. Contractor to furnish all tools and equipment for completing work.

15. All work shall be done by qualified men and shall be carried on in a safe, workmanship like manner. All necessary precautions shall be taken to protect purchaser's

CADMIUM BAG HSE

AMERICAN SMELTING AND REFINING COMPANY
EL PASO SMELTING WORKS

SPECIFICATIONS FOR ALTERATIONS TO BUILDING ON SOUTH SIDE OF ARSENIC KITCHENS

1. Dismantle the 12 ft. section at east end of building. Dismantling to consist of taking down corrugated roofing and siding, purlins, girts, rafter and east columns. These columns to be cut off at top of concrete floor slab at elevation 3795' - 4". Door and window frames in this section to be used in framing of new end wall at bent No. 7 as shown on Drg. E-21345.

2. Dismantle corrugated lean-to at south side of section mentioned in item #1.

3. Dismantle 2 steel platforms at south side of building spanning passage way between building and arsenic storage bins.

4. Move existing set of steel stairs at south end of concrete platform at west end of building. Concrete footing and anchor bolts at new location to be furnished and set by A. S. & R. Co.

5. Remove doors from south face of arsenic kitchens. Burn off all lugs, supports and etc., from south face of columns at south end of kitchens.

6. Dismantle the west wall of building below bottom chord of roof truss. Remove X-bracing and intermediate column at south side of door frame. Door frame to be reused in framing of new wall.

7. Dismantle all piping and electrical conduit above floor line in this building.

8. Remove all currugated iron roofing from building.

9. Remove steel tee beams supporting wood flooring over pit inside building. A. S. & R. Co. to remove wood flooring over pit and take out all partition walls in pit.

10. Raise roof trusses along with existing north wall section down to bottom chord of trusses and entire existing south side wall section. Before raising, remove nuts from anchor bolts at base of columns along south side of building. These anchor bolts to be burned off flush with top of wall at bents 3 and 5. Cut rivets off at connections of roof trusses to top of columns at north side of building. Leaving channel and angle ties at top of these columns intact. All roof bracing shall remain. Any bracing removed for raising roof or siding shall be replaced. All purlins to remain intact, any purlins removed for raising roof shall be replaced.

11. After raising roof, contractor is to erect all steel as shown and specified on Drg. E-21345. All additional fabricated steel to be delivered at job site by purchaser.

12. All work shall be done under the supervision of the Purchaser"s Engineer and shall be subject to his approval. Any additional work required shall be approved by Purchaser's Engineer and a price agreed upon before starting the work.

13. Purchaser will supply 220 V or 440 Volt electrical power at building site. 90 lbs. high pressure air will also be furnished at building site.

14. Contractor to furnish all tools and equipment for completing work.

15. All work shall be done by qualified men and shall be carried on in a safe, workmanship like manner. All necessary precautions shall be taken to protect purchaser's

ASARCO ELP 0008498

[redacted] TO BUILDING ON SOUTH SIDE OF ARSENIC KITCHENS, CONT'D.

[redacted] working in the vicinity.

[redacted] be started as soon as possible after contract is let [redacted] shall be completed [redacted] last 30 days after date of contract.

[redacted] completion the site shall be left in a clean orderly manner. All scrap steel, [redacted] iron, etc., shall be taken to purchaser's salvage yard or dump on A. S. & R. [redacted].

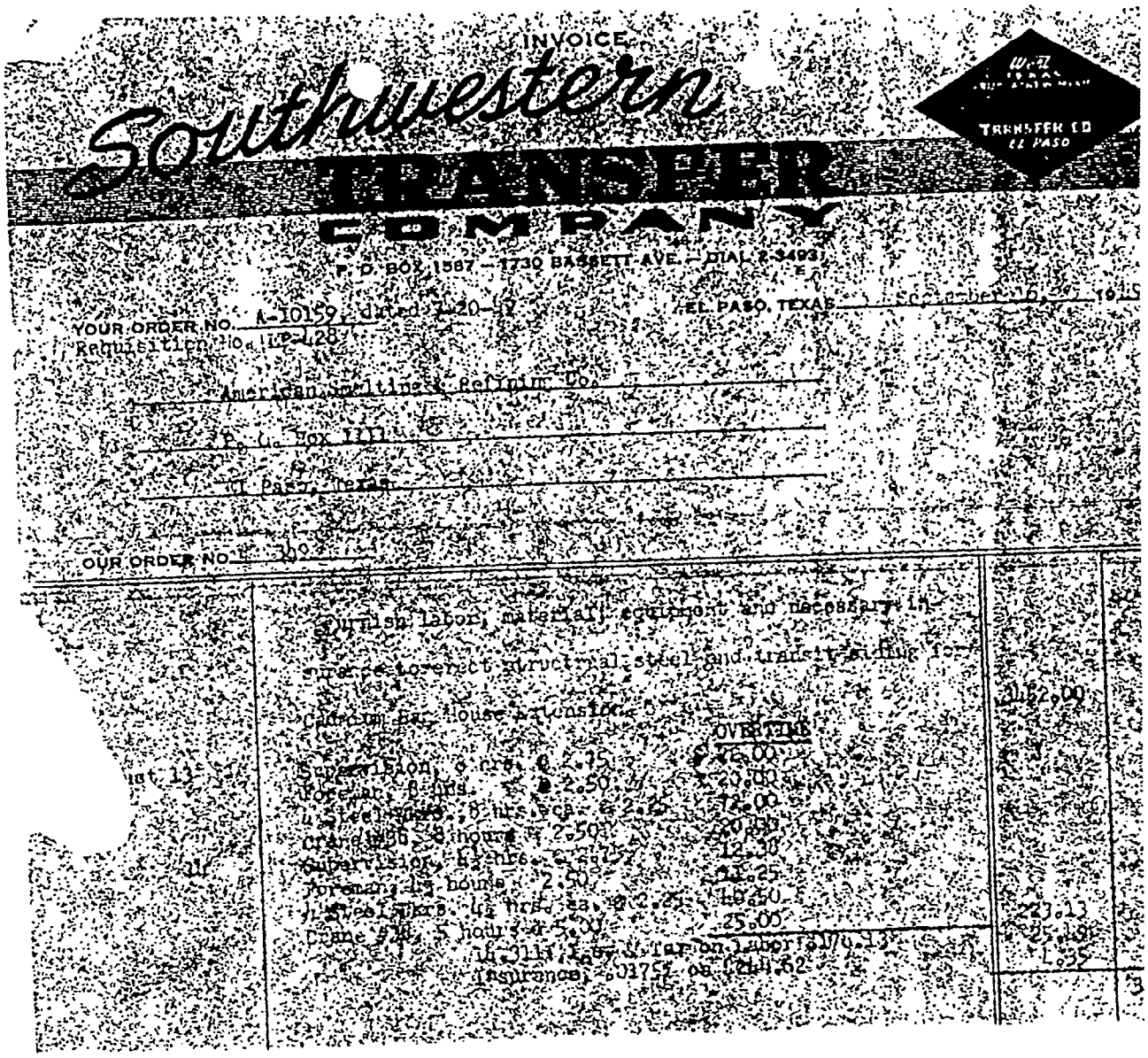
18. Contractor to submit separate bid for replacing roofing and siding removed for the purpose of raising building, along with new additional corrugated roofing and siding necessary to enclose building after raising 7 feet above present location.

Purchaser to furnish new 18 Ga. corrugated iron for roofing and additional req'd. new 22 Ga. corrugated iron for siding along with straps, clamps, etc., for fastening corrugated to building steel.

Before erection, the corrugated sheets are to be painted one coat of zinc chromate primer on both sides. One side and laps of sheets to receive one coat of approved Gilsonite paint. After erection paint [redacted] with one coat of approved aluminum paint. Contractor to furnish all paint, labor and equipment.

19. Copy of our contract form No. 1 which sets out our requirements for insurance and etc., is attached. Successful bidder shall sign this contract with purchaser, American Smelting and Refining Company.

Truman C. Jensen
March 2, 1956.



INVOICE

Southwestern TRANSFER COMPANY

P. O. BOX 1587 — 1730 BASSETT AVE. — DIAL 2-3493

TRANSFER CO EL PASO

YOUR ORDER NO. A-10159, dated 7-20-47 EL PASO, TEXAS September 16, 19[illegible]

Requisition No. LP-428

American Smelting & Refining Co.

P. O. Box 1111

El Paso, Texas

OUR ORDER NO. [illegible]

	Furnish labor, material, equipment and necessary in-		
	surance to erect structural steel and transit siding for		
	Cadmium Bar House Extension		3452.00
		OVERTIME	
[illegible]st 13	Supervision, 8 hrs. @ 2.75	22.00	
	Foreman, 8 hrs. @ 2.50	20.00	
	4 Steel Tkrs., 8 hrs. ea. @ 2.25	72.00	
	Crane #36, 8 hours @ 2.50	20.00	
14	Supervision, 4½ hrs. @ 2.75	12.38	
	Foreman, 4½ hours @ 2.50	11.25	
	4 Steel Tkrs. 4½ hrs. ea. @ 2.25	40.50	223.13
	Crane #38, 5 hours @ 5.00	25.00	25.[illegible]
	14.311 [illegible] Tax on Labor $170.13		1.35
	Insurance, .01755 ea. $244.62		

ASARCO ELP 0008500

Southwestern TRANSFER COMPANY

TRANSFER CO
EL PASO

209 LAUREL AT TEXAS
P. O. BOX 1587
DIAL 2-3495

EL PASO, TEXAS
March 16, 1949

RECEIVED
MAR 1 1949
E McL Tittman

Mr. [illegible] Tittman, Mgr.
[illegible] Smelting Works
El Paso, Texas

Re: Extension Cadmium Warehouse

Dear Mr. Tittman:

We propose to furnish all labor and equipment necessary to do the work as outlined on plans furnished us and as outlined by Mr. Joe W. English, your engineer, for $3,152.00.

Our price covers our furnishing the welding rod and all taxes and insurance [illegible]. We are amply insured, and if awarded the contract will be glad to have the insurance company give you copies of our policies so that you can satisfy yourself as to our coverage. We own all the necessary equipment to do the job, and if favored with this business will give you a satisfactory job.

We will dismantle the wooden part of the structure that has to be removed for rental on equipment and labor, plus insurance and taxes, plus 10%, providing we get the steel work.

Thanking you for an opportunity to figure with you, we are

Yours very truly,

SOUTHWESTERN TRANSFER CO.

J. C. Hudson

JCH:bd

HEAVY HAULING – RIGGING – STEEL ERECTING – CRANE SERVICE
WEST TEXAS – NEW MEXICO – ARIZONA

ASARCO ELP 0008501

J. E. MORGAN & SONS
GENERAL CONTRACTORS
HOME OFFICE

March 15, 1949

American Smelter & Refining Co.
El Paso, Texas.

Att'n: Mr. English.

Gentlemen:

We propose to furnish all structural steel and labor to erect the Codium Bag House for the sum of $22,588.00. This bid is based on your doing all demolition of present structure and all concrete work in connection with the new structure.

We further propose to install the corrugated transite on the new structure for the sum of $1,663.00. This bid is based on your furnishing all transite and the necessary accessories for installing same.

We reserve the privilege of refusing the installation of the transite unless we are awarded the structural steel.

Respectfully submitted,

J. E. MORGAN & SONS

[illegible]

HHA/pb

ASARCO ELP 0008502

EP-428

El Paso July 14, 49

El Paso Smelting Works

El Paso Smelting Works, El Paso, Texas

SOUTHWESTERN TRANSFER CO.

Const. #398
N.Y.Appn. 9

This requisition is issued to cover all labor, material, equipment and insurance necessary to erect structural steel, transit siding and transite siding for Cadmium Bag House Extension as per plans furnished by us and in accordance with instructions as outlined by Mr. J. W. English, Plant Engineer.

The above is to satisfactorily completed for a firm price of $3452.00 as per your quotation under the date of March 16, 1949.

Copies of quotation are attached herewith, also, see letter by Mr. E. McL. Tittmann for further details.

428

ASARCO ELP 0008503

El Paso July 14, 4

El Paso Smelting Works

El Paso Smelting Works, El Paso, Texas

SOUTHWESTERN TRANSFER CO.

This requisition is issued to cover all labor and equipment necessary to dismantle present Cadnium Bag House as outlined by Mr. J. W. English, Plant Engineer, This will also include all necessary material and insurance coverage.

Const. #39
N.Y. Appn.
9188

Work is to be done for a firm price of $1493.50 as is in accordance with your quotation dated July 13, 1949.

Copies of quotation are attached herewith, also, see letter by Mr. E. McL. Tittman for further details.

427

ASARCO ELP 0008504

Southwestern TRANSFER COMPANY

West Texas Arizona New Mexico
TRANSFER CO.
EL PASO

209 LAUREL AT TEXAS
P. O. BOX 1587
DIAL 2-3493

Originals to MW
Thornley 7/13/49

EL PASO, TEXAS
July 13, 1949

El Paso Smelting Works
P. O. Box 1111
El Paso, Texas

Attention: Mr. E. McL. Tittman, General Manager

Re: Demolishing Baghouse

Gentlemen:

After looking the job over and figuring the cost of dismantling as per our conversation, we quote you a price of $14[illegible].50, which includes all insurance, labor and material to complete the work.

This figure has run more than I had anticipated, and if it seems high to you, we will be glad to do this work for labor, rig rent, insurance and taxes, plus 15%. If you decide on the latter method, I would rather our employees on the job did not know but just it was a contract job.

Assuring you that if awarded the contract, we will do everything possible to protect adjoining property and give you as good a job as possible. We thank you for an opportunity to figure and hope that we may be awarded the contract.

Yours very truly,

SOUTHWESTERN TRANSFER CO.

J. C. Hudson

J. C. Hudson

JCH:bd

HEAVY HAULING — RIGGING — STEEL ERECTING — CRANE SERVICE
WEST TEXAS — NEW MEXICO — ARIZONA

ASARCO ELP 0008505

Southwestern TRANSFER COMPANY

West Texas Arizona New Mexico
Transfer Co. El Paso

209 LAUREL AT TEXAS
P. O. BOX 1587
DIAL 2-3493

EL PASO, TEXAS

July 13, 1949

[illegible] Smelting Works
P. O. Box 1111
El Paso, Texas

Attention: Mr. H. Nel Pittman, General Manager

Re: Demolishing Buildings

Gentlemen:

After looking the job over and figuring the cost of dismantling as per our conversation, we quote you a price of $1[illegible].00, which includes all insurance, labor and material to complete the work.

This figure has run more than I had anticipated, and if it proves job to you, we will be glad to do this work for labor, rig rent, insurance and taxes, plus 15%. If you decide on the latter method, I would rather our employees on the job did not know but that it was a contract job.

Assuring you that if awarded the contract, we will do everything possible to protect adjoining property and give you as good a job as possible. We thank you for an opportunity to figure and hope that we may be awarded the contract.

Yours very truly,

SOUTHWESTERN TRANSFER CO.

J. C. Hudson

JCH:ld

ASARCO ELP 0008506

A-2346

Johns-Manville
SALES CORPORATION
INDUSTRIAL PRODUCTS DIVISION

JM

Telephone: LExington 2-7600

March 17, 1949

270 Madison Avenue
New York 16, N. Y.

Address your reply to
P.O. Box 278, Murray Hill Station
New York 16, New York

American Smelting & Refining Co.
Purchasing Department
120 Broadway
New York 5, New York

Attention: Mr. D. Paine

Corrugated Transite
Cadmium Bag House
Your Order No. A-2346
J-M Order No. N-45119 Part B

Gentlemen:

THIS QUOTATION IS MADE [illegible] THE CONDITIONS [illegible] THE JOHNS-MANVILLE SALES CORPORATION [illegible] FOR [illegible] OR [illegible] WHICH [illegible] OR [illegible] OF ANY KIND [illegible] OR [illegible] ALL ORDERS ACCEPTED BY US ARE SUBJECT TO OUR ABILITY TO SHIP AND IN THE EVENT WE ARE UNABLE TO MAKE SHIPMENT WITHIN THE [illegible] YOU WILL BE [illegible] AT TIME OF SHIPMENT UNLESS OTHERWISE CANCELLED BY YOU.

Acknowledging receipt of your letter dated March 10 covering your requisition ELP-20, we are pleased to submit our quotation for the material which will be required to cover the sides and ends of subject building with J-M 4.2 Corrugated Transite. As per our telephone conversation of March 17th, we have placed the material listed below on our Waukegan, Illinois factory for shipment with the material for the roof which was required during the month of April.

J-M 4.2 Corrugated Transite Sheets Type X

8	11 feet long	@ 6.60 per sheet	$ 52.80
126	10 feet 6" long	@ 6.30 per sheet	793.80
14	9 feet 6" long	@ 5.70 per sheet	79.80
200	Zee Clips	@ 3.97 per C	7.94
600	2 hole Jay Clips	@ 3.16 per C	18.96

Lead Head Bolts

600	1/4" x 8" long	@ 49.25 per M	29.55
200	1/4" x 4" long	@ 31.95 per M	6.39
200	1/4" x 2" long	@ 23.79 per M	4.76

TOTAL---- $ 994.00

For the above bill of materials, we are pleased to quote you the lot net price of $994.00 f.o.b. our factory Waukegan, Illinois with freight equalized with nearest point.

We estimate that the above bill of materials will weigh approximately 22,600 pounds.

The freight charges for this material will be additional.

Terms of payment are net 30 days.

The foregoing quotation does not include any sheet metal or lead flashing or items other than those called for on your drawings and in quantities mentioned.

Please note that the quantities are approximated and you will be billed only for materials which will be required after the actual take off is made from final design plans.

May we again mention that this material will be shipped with the material which was required for the roof of this particular building which was placed on our factory under your order No. A-2346.

Will you be kind enough to issue to us a confirming order for the above bill of materials.

We regret that due to prevailing conditions, it is necessary that all prices and terms of payment quoted you be subject to change without notice. Materials will be invoiced at prices and terms of payment in effect at time of shipment.

We wish to thank you for receipt of subject order and trust that this quotation meets with your entire approval. We at the present time are making the necessary erection drawings which will be required for fabricating of this material and will be sent to you for final approval.

Very truly yours,

[signature]

ASARCO ELP 0008507

New York 5, New York
March 23, 1949
DP:LC

Mr. W. R. Cook
El Paso, Texas

We are attaching hereto a revised copy of proposal received from the Johns-Manville Sales Corp., all in connection with our order A-2546, Req. ELP-20, and we have authorized them to proceed on this basis.

They expect that blueprints for your approval will be forthcoming in the near future at which time they will be relayed to you.

E. W. THORNLEY

Air Mail-1
Reg.Mail-1

cc-Mr.L.Prewin

March 23, 1949
DP:LC

Johns-Manville Sales Corporation
270 Madison Avenue
New York 16, N. Y.

Gentlemen:

We have your revised proposal N-45115 Part B referring to our order A-2346, Req. ELP-20, and in connection therewith wish to advise it will be satisfactory for you to proceed on this basis, adding a lump sum price of $994.00 for the sides and ends of the building mentioned on the order in addition to the $398.00 required for the roof.

994
398
139

Please forward as quickly as possible for proper approval your revised drawings for this material that we may pass them along to the plant management for final approval.

Thanking you for your prompt attention, to this matter, we remain

Very truly yours,

Vice President

cc-Mr.W.R.Cook
Mr.L.Frewin

J.W.E. mlh

March 10, 1949
DP:LC

Johns-Manville Sales Corp.
270 Madison Avenue
New York 16, N. Y.

Gentlemen:

You have our order A-2346 issued to cover requisition ELP-20, but we find upon receipt of your drawing #2131 that you did not quote on the sides and ends of the building in question. We are again enclosing prints herewith of drawing E-10632A and will appreciate your submitting as quickly as possible a new quotation to include all of the material necessary for the complete building.

Also, you will note that the method of fastening the material to the steel frames has been changed and it has now been decided to use the standard "J" clips for other fastenings which will provide for fastening transite.

Prints of your drawing #2131 which you submitted to this office for approval are returned herewith, and as soon as you give us revised figures for the complete building we will then be in a position to notify you as to whether or not these particular drawings #2131 should be revised and sent to us for further approval.

In view of the delay which has resulted will appreciate your giving this matter preferred attention.

Very truly yours,

Vice President

cc-Mr.W.R.Cook
Mr.L.Frewin