

PLAINTIFF'S EXHIBIT

ASA-1230

Revised 2/68

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

Page 1 of 7
Construction of Equipment
Contract Form 100-1
Under \$100,000.00

ORDER NO. _____

CONTRACT FOR
Zinc Furnace Furnace Expansion
5000 KW Generator Installation
(Insert name of job)

AMERICAN SMELTING AND REFINING COMPANY'S El Paso Plant

at El Paso, Texas
(Insert town and state)

THIS AGREEMENT, made the 13th day of February, 19 70,

by and between Southwestern Industrial Contractors & Miners, Inc., whose address is
1710 Prescott Ave., P.O. Box 1011, El Paso, Texas 79903 (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 79909 (hereinafter called the
(Insert address of plant or unit)
"Owner").

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 zinc furnace furnace expansion
5000 KW generator installation (hereinafter called the "work")
(Insert name of job)

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

in accordance with the drawings and specifications listed below, all of which are incorporated herein by reference and made a part hereof:

(List Specifications and Drawings)
Work Lists Attached for Each Job

Payment will be made on an hourly basis according to Southwestern's quote of Feb. 6, 1970

Estimated price: Zinc Furn. \$25,163.83, Generator \$10,751.60

ASARCO ELP 0008579

Article 2. Time of Completion

The work shall be commenced March 2, 1979 and shall be substantially completed April 30, 1979.

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 ONE PORTION OF EACH OIL dollars, (\$ ---), lawful money of the United States of America within 30 days after satisfactory completion of the work and sub-

mission by the Contractor of evidence (including, if requested, complete releases of all liens arising out of or in connection with the work by all persons, firms or corporations on whose behalf such liens could be or were filed) satisfactory to the Owner that all charges for labor and material incorporated in the work and all other indebtedness connected with the work for which liens could be filed have been paid and that the work is free of all liens and encumbrances.

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

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

~~On or about the _____ day of each calendar month, commencing _____, 19____, the Owner shall pay the Contractor _____ 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 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.~~

~~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 corporations on whose behalf such liens could be or were filed) that all charges for labor and material incorporated in the work and all other indebtedness (except, in the case of payments other than final payment, indebtedness not then due) connected with the work for which liens could be filed have been paid and that the work is free of all liens and encumbrances.~~

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

SOUTHERN JERAM IN INITIAL CONTRACTORY AND HOLD
Contractor IN

By _____

Title _____

AMERICAN SMELTING AND REFINING COMPANY
Owner

By _____

AMERICAN SMELTING AND REFINING COMPANY

FORM # INSURANCE-1 Revised 11/56

INSURANCE CERTIFICATE

AMERICAN SMELTING AND REFINING COMPANY REQUIREMENTS FOR CONTRACTORS AND SUBCONTRACTORS.

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

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

AT _____

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)*	07-0001	6/2/70		
BODILY-INJURY			EACH PERSON \$ 100,000 EACH ACCIDENT \$ 300,000	\$100,000 \$300,000
PROPERTY-DAMAGE			EACH ACCIDENT \$ 25,000	\$ 25,000
CONTRACTOR'S PROTECTIVE LIABILITY	07-15321	6/2/70		
BODILY-INJURY			EACH PERSON \$ 100,000 EACH ACCIDENT \$ 300,000	\$100,000 \$300,000
PROPERTY-DAMAGE			EACH ACCIDENT \$ 25,000	\$ 25,000
AUTOMOBILE	07-00037	6/2/70		
BODILY-INJURY			EACH PERSON \$ 100,000 EACH ACCIDENT \$ 300,000	\$100,000 \$300,000
PROPERTY-DAMAGE			EACH ACCIDENT \$ 25,000	\$ 25,000
WORKMEN'S COMPENSATION AND EMPLOYER'S LIABILITY	10-51492	6/1/70	Statutory Limits	COMPLY WITH APPLICABLE STATE LAW
			EACH ACCIDENT \$ 25,000	\$ 25,000

DATE February 10, 1970

Tampa Employers Insurance Association

El Paso

Texas

CITY

STATE

INSURANCE COMPANY

L. H. Aragon

AUTHORIZED REPRESENTATIVE

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

ASARCO ELP 0008582

EP-12

F. O. Wittwer

El Paso Smelting Works
El Paso, Texas

As arranged

Contracts, Insurance papers and quotation attached.

This requisition is issued to record Agreement entered into with Southwestern Industrial Contractors and Riggers, Inc. of 1730 Bassett Ave., El Paso, Texas 79948 dated February 13, 1970 to cover setting of our turbine generator as directed by a General Electric Service Engineer and work on our Zinc Furnace expansion in accordance with work list referred to therein.

February 11, 1970

ASARCO ELP 0008583

QUOTATION



SOUTHWESTERN
INDUSTRIAL CONTRACTORS AND RIGGERS, INC.

Formerly: CONSTRUCTION DIVISION, SOUTHWESTERN TRANSFER CO., INC.
1730 Bassett Ave.
P. O. Box 1611
El Paso, Texas 79946
(915) 532-3491

<u>American Smelting and Refining Company</u>	<u>DATE February 6, 1970</u>
<u>El Paso Smelting Works Branch</u>	<u>PROJECT Work on Zinc Furnace</u>
<u>P. O. Box 1111</u>	<u>and Turbine Generator</u>
<u>El Paso, Texas 79999</u>	<u>LOCATION El Paso, Texas</u>

We propose to furnish labor under normal conditions at the following rates for period ending March 31, 1970.

<u>CRAFT</u>	<u>HOURLY RATES</u>
Ironworker General Foreman	\$10.12
Ironworker Foreman	9.30
Ironworker	8.47
Millwright Superintendent	10.68
Millwright Foreman	10.00
Millwright	8.04
Carpenter Foreman	7.95
Carpenter	7.38
Boilermaker Foreman	11.59
Boilermaker	10.77
Pipefitter Foreman	8.83
Pipefitter	8.25
Mason	7.28
Cement Finisher	6.34
Labor Foreman	5.57
Semi-Skilled Labor	4.57
Unskilled Labor	4.33
Operating Engineer	7.37
Superintendent	0.40 above highest paid man on job

We further propose to furnish the following equipment on an operated and maintained basis at the following rates:

<u>EQUIPMENT</u>	<u>HOURLY RATES</u>
115 ton Crane	Quoted as to job requirements
50 ton Crane	\$45.00
45 ton Crane	40.00
25 ton Crane	26.00
20 ton Crane	24.00
5 ton Hydraulic Crane	13.50
15 ton Crane	20.00

ASARCO ELP 0008584

QUOTATION CONT'D

PAGE 2 OF 2

DATE February 6, 1970
 PROJECT Work on Zinc Furnace
 and Turbine Generator
 LOCATION El Paso, Texas

<u>EQUIPMENT</u>	<u>HOURLY RATES</u>
Boom Truck	\$11.00
Fork Lift (22,000 lb. capacity)	13.00
2 ton Truck with power tailgate	8.50
Tractor and Trailer Equipment:	
25 ton capacity	12.50
50 ton capacity	22.50
Pickup without Driver	1.50
Torch including Oxygen and Acetylene	1.50
Welding Machine including Maintenance and Rod	2.50
Compressor, 125 CFM including Maintenance	3.00

We will allow a 5% discount if the piece of equipment is used for one week and a 10% discount if it is used for a month.

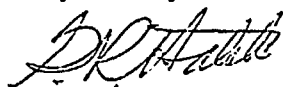
All quoted rates are for straight time hours. Overtime rates will be charged as negotiated by the various crafts. Our charge to you for overtime will be only our cost of premium pay over the quoted straight time hourly rates.

In the case of the Boilermakers, there is a travel cost from the local in Amarillo, which is not covered in the hourly rate since it occurs only at the beginning and end of a job.

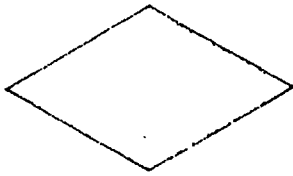
Workmen's Compensation rates vary from 2% to 18% of wages paid. Our quoted hourly rates above assume a normal workmen's compensation rate for each craft. These rates could vary slightly because of the work classification.

4½ per cent Texas Sales Tax is applicable to equipment rental charges.

Respectfully submitted,


 G. R. Hatch

GRH:iz



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

Formerly: CONSTRUCTION DIVISION, SOUTHWESTERN TRANSFER CO., INC.

1730 Bosselt Ave.
P. O. Box 1611
El Paso, Texas 79948
(915) 532-3491

February 6, 1970

American Smelting and Refining Company
P. O. Box 1111
El Paso, Texas 79999

Attn: Mr. Bill Nasmyth

Gentlemen:

If we find that the work on the Zinc Furnace can be done in a 10 day period working 2 ten hour shifts per day, the attached costs should be fairly realistic.

Should you want to review this, please call at your convenience.

Very truly yours,

SOUTHWESTERN INDUSTRIAL
CONTRACTORS AND RIGGERS, INC.

G. R. Hatch

GRH:iz
encl:

ZINC FURNACE PROPOSAL

20 - 10 hour shifts: (including one weekend)

128 ST hrs
72 OT hrs
200 Hours

Superintendent	128 ST hrs @ 10.12	\$ 1,295.36
	72 OT hrs @ 16.41	1,181.52
I/W Foreman	128 ST hrs @ 9.30	1,190.40
	72 OT hrs @ 15.05	1,083.60
I/W - (3)	384 ST hrs @ 8.47	3,252.48
	216 OT hrs @ 13.68	2,954.88
Fitter Foreman	128 ST hrs @ 8.83	1,130.24
	72 OT hrs @ 14.59	1,050.48
Fitters - (3)	384 ST hrs @ 8.25	3,168.00
	216 OT hrs @ 13.65	2,948.40
Labor	128 ST hrs @ 4.57	584.96
	52 OT hrs @ 6.02	313.04
	20 OT hrs @ 7.46	149.20
Operator	128 ST hrs @ 7.37	943.36
	52 OT hrs @ 9.58	498.16
	20 OT hrs @ 11.79	235.80
P/U	200 hrs @ 1.50	300.00
W/M	400 hrs @ 2.00	800.00
C/E	400 hrs @ 1.50	600.00
Comp and Tugger	200 hrs @ 4.50	900.00
T and T	16 hrs @ 12.50	200.00
Crane	16 hrs @ 24.00	384.00
		<u>\$25,163.88</u>

REQUEST FOR QUOTATION

AMERICAN SMELTING AND REFINING COMPANY
EL PASO SMELTING WORKS BRANCH
P. O. BOX 1111 - EL PASO 46, TEXAS

INQUIRY NUMBER

229
January 22, 1970

1. Momsen, Dunnegan & Ryan
2. El Paso Pipe & Supply Company
3. Vinson Supply Company

Shipping Date Promised _____
 Terms of Payment _____
 Point of Shipment _____
 F.O.B. Point _____
 Freight Rate _____

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

DESTINATION El Paso Smelting Works, El Paso, Texas

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

QUANTITY	ARTICLES	ITEMIZED PRICE
144	Lin. Ft. 2 1/2" Dia. Std. Pipe, P.E.	
720	" " 8" Dia. Std. Pipe, P.E.	
600	" " 8" Dia. Std. Pipe, P.E.	
45	" " 8" Dia. Std. Pipe, P.E.	
24	Only 2 1/2" Dia. Std. Unions	
12	" 2 1/2" Dia. X 3 1/2" Std. Pipe Nipples	
12	" 3" Dia. Seamless Steel Half Couplings	
4	" 3" Dia. Pipe Plugs	
17	" 3" Dia. to 2 1/2" Dia. Concentric Weld Reducers	
56	" 3" Dia. Merco - 175# No. 143 Nordstrom Semi-Steel Plug Valves	
24	" 3" Dia. Merco - 175# No. 143 Nordstrom Semi-Steel Plug Valves	
36	" 3" Dia. - 150# S.O. Flanges	
1	" 4" I.D. X 11" O.D. 150# S.O. Reducing Flange	
2	" 6" Dia. - 150# S.O. Flange	
4	" 8" Dia. - 150# S.O. Flange	

Delivery date required at destination As Soon As Possible

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

R. O. COVINGTON, Supply Agent

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

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

Company

Date _____

Address

ASARCO ELP 0008588

REQUEST FOR QUOTATION

AMERICAN SMELTING AND REFINING COMPANY
EL PASO SMELTING WORKS BRANCH
P. O. BOX 1111 - EL PASO 46, TEXAS

INQUIRY NUMBER

229 - Page 2
January 22, 197

1. Monsen, Dunnegan & Ryan
2. El Paso Pipe & Supply Company
3. Vinson Supply Company

Shipping Date Promised	_____
Terms of Payment	_____
Point of Shipment	_____
F.O.B. Point	_____
Freight Rate	_____
If quotation is f.o.b. shipping point freight rate and weight must be shown.	

DESTINATION El Paso Smelting Works, El Paso, Texas

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

QUANTITY	ARTICLES	ITEMIZED PRICES
1 Only	14" Dia. - 150# S.O. Flange	
2 "	4" Dia. - 45° Std. Weld Ells	
2 "	4" Dia. - 90° Std. S.R. Weld Ells	
2 "	6" Dia. - 45° Std. Weld Ell	
6 "	8" Dia. - 90° Std. S.R. Weld Ells	
1 "	14" Dia. - 90" L. R. Std. Weld Ell	
1 "	14" Dia. - 45° L. R. Std. Weld Ell	

Delivery date required at destination As Soon As Possible

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

R. O. COVINGTON, Supply Agent

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

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

Company

Date

Address

ASARCO ELP 0008589

SHEET NO.OF
JOB NO.

ASARCO ELP 0008590

SHEET NO. OF
JOB NO.

ASARCO ELP 0008591

SHEET NO. OF
JOB NO.

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