PLAINTIFF'S EXHIBIT

ASA-1587

QUOTATION

SOUTHWESTERN

INDUSTRIAL CONTRACTORS AND RIGGERS, INC.

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

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

American Smelting and Refining Company

P. O. Box 1111

El Paso, Texas

Attn: Mr. Nasmyth

DATE 24 March 1971

PROJECT Duct Installation at East Hi Line Enclosure

LOCATION El Paso Plant

We propose to furnish labor and equipment to install the 30" duct from the East Hi Line Enclosure to the existing 30" exhaust duct for $485.00.

Duct work to be furnished at jobsite by ASARCO. Necessary rerouting of wires to gain access for duct to be by others.

Respectfully submitted,

G. R. Hatch

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

TERMS AND CONDITIONS

1. All quotations are subject to prompt acceptance and transmittal of order and to confirmation at time of order.

2. This proposal is based on a forty-hour week, Monday through Friday. The premium will be charged at our costs plus insurance and taxes for any work authorized by you, to be performed before 8:00 A.M. and after 4:30 P.M. or on Saturdays, Sundays or holidays.

3. Unless otherwise noted, this price is based on the present hourly wage rates of Building and Construction Trades in the locality where the work is to be performed. In the event that an undue delay of the acceptance of this quotation or in the start of the job causes a wage increase to be effective, this quotation will be re-figured to include the increase.

4. The Company reserves the right to correct all typographical or clerical errors.

5. Should the Customer order any change in the work to be performed as outlined in the proposal, the Contractor reserves the right to adjust this quotation price accordingly.

6. Unless otherwise specifically stipulated, the Customer is to maintain job site free and clear of any equipment or material that may, in any way, interfere with the work to be performed under this proposal. This shall be done without cost to us.

7. All agreements are contingent upon strikes, accidents, and other delays beyond our control.

8. We shall not be liable for any losses the Customer incurs, that may be caused by delay in the completion of work to be performed under this quotation, when such delay is caused by conditions beyond our control.

9. The terms of payment for any work covered by this quotation shall be net cash upon completion of work, except as may be provided by job specifications.

10. All structural steel will be erected in accordance with A.I.S.C. Manual of Steel Construction, latest edition.