

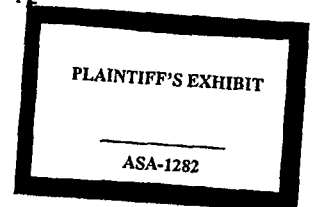


PRICE CAN
NOT BE IMPROVED
11-16-90 -
CHUCK BRENNAN

November 1, 1990

Mr. Carl Glazier
ASARCO
P. O. Box 1111
El Paso, Texas 79999

Re: Transite removal and demolition of
Old Fan House Building



Dear Mr. Glazier,

Bierlein Demolition Contractors, Inc., is pleased to furnish labor and services to remove the old "Fan House Building" for the lump sum price of fifty-nine thousand nine hundred forty-four dollars (\$59,944.00).

Bierlein proposes the following qualifications:

1. All concrete slabs, footings, and machine piers to remain in place.
2. All scrap becomes the property of the contractor.
3. Building will be washed down before work begins.
4. No guarantee is given on maintaining the structural integrity of the adjoining "Lead Bag House Building".

Should you have any questions, please contact our office or Dennis Terrian on site.

We wish to thank you for the opportunity to quote ASARCO on this project.

Sincerely,

BIERLEIN DEMOLITION CONTRACTORS, INC.

A handwritten signature in black ink, appearing to read "Patrick Wurtzel".

Patrick Wurtzel
Sr. Vice President - Operations

PW/lk

pc: Dennis Terrian
Hans Geyer

P.O. BOX 8078
2903 SOUTH GRAHAM ROAD

SAGINAW, MICHIGAN 48608-8078

FAX: (517) 781-2752
PHONE: (517) 781-1810

ASARCO ELP 0010079



December 6, 1990

ASARCO, Inc.
P.O. Box 1111
El Paso, TX 79922
Attn: Thomas E. Martin
Technical Service Manager

Dear Mr. Martin:

I would like to take this opportunity to thank you for taking the time to review the possibilities for additional work at the El Paso Plant.

Per your request we have reviewed our quotation on the abatement and demolition of the old fan house building, and we propose to do the transite removal and disposal portion of that work for a lump sum price of \$19,938.00. This price is based on the being able to start this work utilizing the present abatement crew on or before the completion of current contract asbestos abatement work.

We appreciate the opportunity to provide additional service to Asarco.

Sincerely,

BIERLEIN DEMOLITION CONTRACTORS, INC.

Charles B. Brennen (tt)

Charles B. Brennen
Manager - Southern Region

CBB/tt

P.O. BOX 8078
2903 SOUTH GRAHAM ROAD

SAGINAW, MICHIGAN 48608-8078

FAX: (517) 781-2752
PHONE: (517) 781-1810



December 6, 1990

Asarco, Inc.
2301 W. Paisano Dr.
El Paso, Texas 79922

Attn: Mr. Jim Rice

Re: Additional Asbestos Work
Time and Material Rates

Dear Jim,

Per your request for additional work, we are pleased to offer the following Time and Material Rates:

Asbestos Laborer	Per Hour	\$20.45
Tyvek Suit	Each	\$ 2.85
Duct Tape	Per Roll	\$ 3.65
Poly 6 Mil	Per Roll	\$41.15
Spray Adhesive	Per Can	\$ 3.40
Disposal Bags	Per Bag	\$.42
Glove Bags	Per Bag	\$ 4.80
Forklift	Per Hour	\$28.25
Exposure Sampling	Per Sample	\$20.00
Asbestos Disposal	Per Cubic Yard	\$31.15
Overhead		5%
Profit		10%

The additional work should be completed within 17 to 15 manhours at a cost of between seven hundred fifty - nine hundred dollars (\$750.00 - \$900.00).

If you have any further questions, please do not hesitate to contact me.

Sincerely,

BIERLEIN DEMOLITION CONTRACTORS, INC.

Bertram E. Snead
Asbestos Services Manager

BHS/lk

pc: Mike Bierlein

P.O. BOX 8078
P.O. BOX 8078
2903 SOUTH GRAHAM ROAD

SAGINAW, MICHIGAN 48608-8078
SAGINAW, MICHIGAN 48608-8078

FAX: (517) 781-2
PHONE: (517) 781-1
FAX: (517) 781-2752
PHONE: (517) 781-1810

ASARCO

El Paso Plant

J.R. Shaw
Plant Manager

L.W. Castor
Operations Manager

R.L. Vollmer
Financial Manager

T.E. Martin
Technical Services Manager

G.A. Parham
Maintenance Manager

A.A. Gonzales
Industrial Relations Manager

H.J. Smith
Purchasing Agent

January 10, 1991

Bierlein Demolition Contractors, Inc.
2903 South Graham Road
Saginaw, Michigan 48608-807

Attn: Mr. Mike Bierlein

Gentlemen:

Enclosed please find four copies of our contract covering the Fan House Demolition and Miscellaneous Asbestos Removal. Please sign and return all copies if the contract as written is acceptable to you.

If you have any questions please feel free to contact the undersigned.

Very truly yours,



CARL GLASER
Plant Engineer

Encls.
CG/ie



January 14, 1991

Mr. Carl Glaser
Plant Engineer
ASARCO, Inc.
2301 West Paisano
El Paso, Texas 79922

Dear Mr. Glaser:

Enclosed please find the four executed copies of the contract covering the miscellaneous asbestos removal and Fan House demolition.

Should you have any questions, please contact our office, and we will give it our immediate attention.

We look forward to working with you on this project.

Sincerely,

BIERLIEN DEMOLITION CONTRACTORS, INC.

A handwritten signature in cursive script that reads "Michael Bierlein".

Michael Bierlein
President

MB/jw

P.O. BOX 8078
2903 SOUTH GRAHAM ROAD

SAGINAW, MICHIGAN 48608-8078

FAX: (517) 781-2752
PHONE: (517) 781-1810

Asarco Construction or Repairs
Contract Form PD-19
Under \$100,000.00
Revised 11/90

C O N T R A C T F O R

FAN HOUSE DEMOLITION

(Insert name of job)

at ASARCO Incorporated's EL PASO Plant

at EL PASO, TEXAS

(Insert town and state)

THIS AGREEMENT made the 11th day of January, 1991, by and between
Bierlein Demolition Contractors, Inc., whose address
is P.O. Box 8078, Saginaw, Michigan 48608-8078 (hereinafter called the
"Contractor") and ASARCO Incorporated, a corporation of the State of New Jersey,
whose address is 180 Maiden Lane, New York, New York 10038 and P. O. Box 1111
(Insert address)
EL PASO, TEXAS 79999 (hereinafter called the "Owner").
of plant or unit)

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 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 FAN HOUSE DEMOLITION (hereinafter called the
(Insert name of job)

"work") at the El Paso Plant of the Owner at EL PASO, TEXAS
(Insert town and 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)

SAFETY & HEALTH ADDENDUM

ADDENDUM "A"

ASARCO INC., EQUAL OPPORTUNITY STATEMENT

BIERLEIN DEMOLITION CONTRACTORS, INC., PROPOSAL DATED DEC. 19, 1990

" " " " CLARIFICATION LETTER DATED DEC. 19, 1990

" " " " PROPOSAL DATED DEC. 6, 1990

Article 2. Time of Completion

The work shall be commenced January 11, 1991 and shall be completed February 15, 1991

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 not to exceed Sixty Thousand Eight Hundred Forty Four 00/100 dollars, (\$ 60,844.00), lawful money of the United States of American 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 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 _____ percent (____%) 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 _____ percent (____%) 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.

Article 4. Payments Withheld

The Owner may withhold all or part of any payment to the extent necessary to protect the Owner from loss or damage on account of (a) damaged or defective work not remedied, (b) claims filed or reasonable evidence indicating probable filing of claims by other parties against the Contractor or the Owner, (c) failure of the Contractor to make payments properly to Subcontractors or for material or labor, (d) a reasonable doubt that this contract can be completed for the balance then unpaid, or (e) damage to the Owner's property or the work of another contractor.

Article 5. Liens

If any lien remains 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, expenses and a reasonable attorney's fee.

Article 6. Guaranty Bonds

If the Owner has so requested prior to the signing of this Contract, the Contractor, at the option of the Owner, agrees to furnish or permit the Owner to secure bonds in the full amount of the contract written by a surety company designated by, or otherwise satisfactory to, the Owner, guaranteeing and conditioned for the full, complete and faithful performance of this contract by the Contractor and for the payment of claims for labor performed or materials furnished in connection herewith, all in accordance with the terms of the bonds. The premium for the bonds will be paid by the Owner and must not be included by the Contractor in the contract price. In the event the Owner elects to secure such bonds, the Contractor agrees to sign the required application, to furnish necessary financial statements and financial guarantees, and to otherwise cooperate with the Owner, in securing the bonds. If any change in work is authorized pursuant to the terms of this Contract, Contractor shall cooperate with Owner so as to ensure Owner's ability to secure and maintain bonds for the same.

Article 7. Title to the Work

Title to all work completed or in the course of construction shall be in the Owner and title to all machinery, equipment and materials to be incorporated in the work shall be in the Owner as soon as they are delivered on the site of the job.

Article 8. 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 the Contractor's sole expense, replace and repair any materials or portions of the work which the Owner, in its sole

discretion, shall deem defective or otherwise not in compliance with the specifications, design or performance requirements set forth in this Contract 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.

Article 9. Protection by Contractor

The Contractor at all times shall maintain adequate protection of the work from damage and shall protect the Owner's property and all persons thereon from injury, damage or loss by reason of any act or omission of the Contractor or any Subcontractor. Where such damage includes damage to the work it shall be repaired at the expense of the Contractor.

The Contractor shall use its best judgement and skill in dealing with labor matters, and take all reasonable steps to avoid labor dispute. In the event of any strike or threat of strike, slowdowns, featherbedding, or other like practices, the Contractor shall apprise the Owner of all relevant facts and implications of the particular labor problem involved, and shall consult in good faith with the Owner in an endeavor to reach a mutually satisfactory solution to such labor problem and, so far as reasonably possible, to protect the Owner against delays affecting the work or damage or losses to its other operations.

Article 10. Contractor's Insurance

The Contractor shall, for the mutual protection and benefit of both Owner and Contractor, procure, pay for and maintain in full force and effect, at all times during the performance of the work and until final acceptance of the work, policies of insurance issued by carriers acceptable to Owner which afford the following coverages:

Workers' Compensation	- Statutory
Employers' Liability	- Not less than \$100,000
Comprehensive General Liability including Independent Contractors', Broad Form Contractual, Broad Form Property Damage, Personal Injury, Completed Operations and Products coverages (such Completed Operations and Products coverages shall be provided for a period of one year after final completion and final acceptance of the work by the Owner), and deletion of any exclusion pertaining to explosion, collapse, and underground property damage hazards	- Not less than \$1,000,000 combined single limit for both bodily injury and property damage

Comprehensive Automobile
Liability including Owned,
Non-Owned, and Hired Car
coverages

- Not less than \$500,000
combined single limit
for both bodily injury
and property damage

Contractor shall deliver to Owner, at least ten (10) business days prior to any equipment or personnel being brought onto Owner's premises in accordance with the terms of this Contract, a Certificate of Insurance evidencing the above coverages with limits not less than those specified above. Such Certificate, with the exception of Worker's Compensation, shall name Owner, its subsidiaries, directors, officers, agents and employees as additional insureds and shall expressly provide that the interest of same therein shall not be affected by any breach by Contractor of any policy provision for which such Certificate evidences coverage. Further, such Certificate shall expressly provide that no less than thirty (30) days' prior written notice shall be given Owner in the event of material alteration to or cancellation of the coverages evidenced by such Certificate.

Article 11. Indemnity by Contractor

Contractor hereby agrees to protect, defend, indemnify and hold harmless the Owner, its affiliated companies and their directors, officers, agents, servants and employees (hereafter individually and collectively referred to as "Indemnitees") from and against any and all penalties, fines, awards, settlements and losses (economic or otherwise) suffered or incurred by the Indemnitees on account of any suit(s), action(s), demand(s), claim(s), proceeding(s), liability or damages of any character and from and against all costs and expenses, including attorney fees incidental to the defense and settlement of the same whether alleged, threatened or commenced by or in favor of any governmental or other entity or by any person or persons against the Indemnitees on account of the violation of any applicable laws or ordinances, personal injury (including death, disability, sickness and any loss arising therefrom) or environmental, property (including the loss of use resulting therefrom) or other damages, arising out of, alleged to arise out of or in any way otherwise attributable in whole or in part to the acts, errors, negligence, omissions (including but not limited to the failure to observe Owner's safety rules and all applicable laws, regulations and ordinances) or misconduct of Contractor, its agents, employees, subcontractors or other party under Contractor's direction or control occurring in connection with the performance or failure of performance of the services or completion of the work contracted for herein provided that Contractor shall not be required to indemnify the Indemnitees against any loss caused by the sole negligence of one or more of the Indemnitees. This indemnity shall survive termination of the Contract. The Contractor accepts all risk of injury or damage and all responsibility for any claims for damages whatsoever resulting from the use, misuse, or failure of any hoist, rigging, blocking, scaffolding, or other like or unlike equipment used by the Contractor or any Subcontractor, even though such equipment be furnished or loaned to the Contractor or any such Subcontractor by the Owner, and shall indemnify the Owner against all such claims.

Article 12. Owner's Responsibility for Certain Casualties

The Owner shall be responsible for all damage to the work, including all materials and equipment owned by Owner on or about the premises intended for permanent use in the project or incidental to the construction thereof and included in the total cost of the work.

The Owner may during the process of the work, maintain and pay for property insurance to cover the work during construction with such deductible as it may at its sole discretion choose or Owner may at its sole option completely self-insure same.

If the Contractor desires any other insurance, beyond that provided by Owner, to protect Contractor's temporary structures, materials, hand tools, machinery and equipment, he may obtain and pay for same.

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 contrary to any such law, ordinance, rule or regulations, he shall bear all costs arising therefrom, in particular, but without limiting the scope of the foregoing, the Contractor shall, and shall cause any Subcontractor, to comply with the terms and provisions of the Occupational Safety and Health Act of 1970 and all applicable rules, regulations, orders and occupational safety and health standards promulgated under and issued pursuant to such Act in the discharge of its duties and obligations hereunder.

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 or Wage Protection 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 regulation 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 and save harmless the Owner against and from any and all claims, losses, costs, damages, expenses, actions or other proceedings, growing out of or resulting from infringement of any patent by the Contractor or any Subcontractor in the performance of this contract, except that this provision shall not apply to patented articles or processes specified in drawings or specifications furnished by the Owner provided any such claim is not attributable to Contractor's negligence in the use of such patented articles or processes. This indemnity shall survive termination of this Contract.

Article 15. Changes in the Work

The Owner, without invalidating this contract, may at any time order extra work or make changes by altering, adding to or deducting from the work. Such order may be made by the Owner on its own behalf or at the request of the Contractor, upon discovery by the Contractor of any discrepancy between the plans and the physical conditions encountered. If such extra work or changes involve a change in cost, the contract price shall be increased or decreased by the fair value thereof. The Owner will itemize the changes to be made and upon receipt of written notice of same, the Contractor will submit promptly to the Owner, in triplicate, an itemized statement of his calculations of the adjustment in the contract price resulting from the changes or extra work. This must be done before work on the change is begun unless the Owner gives written order to proceed immediately. No work or change shall be made, except by written order of the Owner and no claim for an addition to the contract price shall be valid unless the additional work was so ordered. Any dispute under this Article shall be subject to arbitration.

Article 16. Owner's Right to Terminate Contract

If any proceeding is instituted by or against Contractor seeking to adjudicate it a bankrupt or insolvent, or seeking liquidation, winding up, reorganization, arrangement, adjustment, protection, relief or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors or seeking the entry of an order of relief or the appointment of a receiver, trustee or other similar official for it or any substantial part of its property, or if Contractor shall admit its inability or fails to pay its debts generally, or shall make a general assignment for the benefit of its creditors, or if the Contractor at any time should fail, refuse or neglect to supply enough properly skilled workmen or proper materials, or if he should fail or refuse to make prompt payments to Subcontractors or for material or labor, or disregard laws, ordinances or the instructions of the Owner, or otherwise be guilty of a substantial violation of any provision of this Contract which Contractor shall have failed to correct promptly after service of written notice thereof by the Owner, then the Owner may, without prejudice to any other right or remedy, terminate the employment of the Contractor for the Contractor's default and take possession of the premises and of all materials, tools and appliances thereon and finish the work by whatever method the Owner may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract price shall exceed all the general damages of the Owner caused by the Contractor's default, including but not limited to any financial losses or expenses incurred or suffered by Owner as a result of a delay in the completion of the work and the expense of finishing the work and compensation of the Owner for the Owner's managerial and administrative service, such excess shall be paid to the Contractor.

If such damages shall exceed such unpaid balance, the Contractor shall pay the difference promptly to the Owner.

Article 17. Owner's Right to Terminate Contract without Cause

Owner may at any time terminate Contractor's services under the Contract for any reason whatsoever by giving Contractor not less than fifteen (15) days' written notice of termination setting forth the effective date of termination. In the event of such termination, Owner shall pay to Contractor (a) its reimbursable costs for services performed prior to the effective date of such termination, less payments previously paid by Owner on account thereof, (b) all other reimbursable costs and expenses which Contractor may incur as a result of such termination, including relocation of Contractor's field personnel and such other costs and expenses as may be approved by the Owner, (c) an equitable portion of the profit based upon the actual work performed at the time of termination less any payment on account of profit which had been previously made. Except as may be otherwise expressly provided herein, Contractor shall not be entitled to demand any damages, compensation or indemnity of any kind as a consequence of such termination.

Article 18. Correction of Work after Payment

Neither payment nor any provision in this 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 of the Contractor's work hereunder. The Owner shall give notice of observed defects with reasonable promptness. Any dispute under this Article shall be subject to arbitration.

Article 19. Arbitration

If any controversy, claim, dispute or question shall arise between the parties in respect of the construction, meaning or effect of this Contract or anything contained in it, or the rights and liabilities of the parties hereunder or otherwise in relation to this Contract, then every such controversy, claim, dispute or question shall be decided by arbitration in accordance with the rules of the American Arbitration Association. This agreement so to arbitrate will be specifically enforceable under the prevailing law of any court having jurisdiction. Notice of demand for arbitration will be filed in writing with the other party and with the American Arbitration Association. The demand for arbitration will be made within a reasonable time after the controversy, claim, dispute or question has arisen, and in no event shall any such demand be made after the date when institution of legal or equitable proceedings based on such controversy, claim, dispute or question would be barred by the applicable statute of limitations. An award rendered pursuant to arbitration will be final and judgment may be entered in any court having jurisdiction thereof.

Article 20. Subcontracts

The Contractor will not employ any Subcontractor without the prior written approval of the Owner and the Contractor shall require each Subcontractor to execute a contract in writing containing provisions similar to all provisions of this contract which are in any way applicable to such Subcontractor and which will obligate such Subcontractor to comply with and perform all such provisions herein. Nothing herein shall create a contractual relationship between any Subcontractor and the Owner.

Article 21. Assignment

The Contractor shall not assign nor subcontract this contract in whole or in part nor shall the Contractor assign any moneys due or to become due Contractor hereunder without the prior written consent of the Owner.

Article 22. Coordination of Work

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

Article 23. Undertakings 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 the construction, electricity, water, steam and compressed air required for construction purposes, at the voltage and pressure currently available at Owner's said plant, to a point adjacent to or within 100 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 24. Applicable Law

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

Article 25. Technical Information

The term "technical information" as used in this agreement includes but is not limited to technical data, reports, models, drawings, specifications, operating manuals, designs, computations, formulas, apparatus, processes, patentable or unpatentable inventions and other engineering data. You agree to accept Owner's decisions as to whether any particular information is technical information or is technical information which has been made or conceived under this agreement.

It is understood that in the course of your performance hereunder you may learn or have access to technical information of Owner. You agree that you and your personnel will keep in confidence all such technical information of Owner and that you and your personnel will not use or disclose the same without Owner's written consent, either during the term of this agreement or at any time thereafter.

You agree to disclose to Owner all technical information made or conceived by you or your personnel in performance, or resulting from performance, under this agreement. You agree that all such technical information made or conceived by you or your personnel shall become and remain the free and unrestricted property of Owner and that you shall assign or cause the same to be assigned to Owner. You agree that you and your personnel will keep in confidence all such technical information made or conceived by you or your personnel and that you and your personnel will not use or disclose the same without Owner's written consent, either during the term of this agreement or at any time thereafter.

You agree, upon the request and at the expense of Owner, to make or cause your personnel to make applications for Letters Patent in such countries as Owner may designate on those of the aforesaid assigned inventions which Owner believes to be patentable; and to assign all such applications to Owner or its order; and to give Owner, its attorneys and solicitors all reasonable assistance in preparing such applications, and in prosecuting such applications in the patent office or offices involved and in defending and enforcing any patent that may be issued upon any such applications; and to execute all papers that may be reasonably required in the prosecution of such applications or to vest in Owner or its assigns said inventions, applications and Letters Patent.

Article 26. Force Majeure

Neither party shall be considered in default in the performance of its obligations hereunder to the extent that performance of such obligations is delayed, hindered, or prevented by force majeure. Force majeure shall be any cause beyond the control of the parties hereto which they cannot reasonably have foreseen and guarded against. Force majeure includes but is not limited to, acts of God, labor disputes, financial crisis, fires, riots, civil commotions or civil unrest, incendiarism, interference by civil or governmental authorities, and acts of war (declared or undeclared).

Article 27. Entirety Clause

This contract constitutes the entire agreement between the parties, and except as may be specifically set forth herein no changes can be made herein except by an agreement in writing duly executed by the parties or their duly authorized agents.

Article 28. Additional Provisions

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

N O N E

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

Bierlein Demolition Contractors, Inc.
Contractor

By Michael Bierlein

Title Michael Bierlein, President

ASARCO Incorporated
Owner

By [Signature]

Title Plant Manager



December 19, 1990

Asarco, Inc.
P.O. Box 1111
El Paso, TX 79999
Attn: Mr. Carl Glazier

FAXED: (915) 541-1811

Dear Mr. Glazier:

I have reviewed my correspondence file on the project and disposal of the brick to an outside land fill was to Bierlein's account. If Asarco would provide on site dumping we would allow a \$4,000.00 deduct.

\$60,844.50 CHANGED TO REFLECT ADDITIONAL ACM REMOVAL
In regards to our proposal to abate and demolish the Old Fan House Building for \$59,844.00 we are in agreement to do this work on the basis of not exceeding the quoted amount. If during the process of abatement and/or demolition Asarco observes that our activities are disturbing the integrity of the Lead Bag House Building then Bierlein can be asked to cease work. Payment on the contract will be time, material, and equipment rates to establish the percent of completion and to be paid for by Asarco.

It is anticipated that the notice to proceed on this work will be such that we can utilize the existing crews and equipment.

If you have any questions, please do not hesitate to contact me at (713) 443-8400.

Sincerely,

BIERLEIN DEMOLITION CONTRACTORS, INC.

A handwritten signature in cursive script, appearing to read "Charles B. Brennen".

Charles B. Brennen
Manager-Southern Region

CBB/js

cc: Mike Bierlein
Dick Donna

P.O. BOX 8078
2903 SOUTH GRAHAM ROAD

SAGINAW, MICHIGAN 48608-8078

FAX: (517) 781-2752
PHONE: (517) 781-1810

ASARCO ELP 0010095



December 19, 1990

Asarco, Inc.
P.O. Box 1111
El Paso, TX 79999
Attn: Mr. Carl Glazier

FAXED: (915) 541-1811

Dear Mr. Glazier:

In my letter this morning and our subsequent conversation, it was determined that the brick disposal I was referring to had to do with the firebrick in our original contract. The clarification you actually wanted dealt with the brick from the Old Fan House Building.

We would like to advise you that on the Old Fan House brick we believed you were going to have Bierlein haul this to a nearby Asarco location for disposal. There is not a \$4000.00 deduction available on this material.

Please do not hesitate to contact me, should you need any additional information.

Sincerely,

BIERLEIN DEMOLITION CONTRACTORS, INC.

Charles B. Brennen
Charles B. Brennen
Manager-Southern Region

CBB/js

cc: Mike Bierlein
Dick Donna

P.O. BOX 8078
2903 SOUTH GRAHAM ROAD

SAGINAW, MICHIGAN 48608-8078

FAX: (517) 781-2752
PHONE: (517) 781-1810

ASARCO ELP 0010096



December 6, 1990

Asarco, Inc.
2301 W. Paisano Dr.
El Paso, Texas 79922

Attn: Mr. Jim Rice

Re: Additional Asbestos Work
Time and Material Rates

Dear Jim,

Per your request for additional work, we are pleased to offer the following Time and Material Rates:

Asbestos Laborer	Per Hour	\$20.45
Tyvek Suit	Each	\$ 2.85
Duct Tape	Per Roll	\$ 3.65
Poly 6 Mil	Per Roll	\$41.15
Spray Adhesive	Per Can	\$ 3.40
Disposal Bags	Per Bag	\$.42
Glove Bags	Per Bag	\$ 4.80
Forklift	Per Hour	\$28.25
Exposure Sampling	Per Sample	\$20.00
Asbestos Disposal	Per Cubic Yard	\$31.15
Overhead		5%
Profit		10%

The additional work should be completed within 10 to 15 manhours at a cost of between seven hundred fifty - nine hundred dollars (\$750.00 - \$900.00).

If you have any further questions, please do not hesitate to contact me.

Sincerely,

BIERLEIN DEMOLITION CONTRACTORS, INC.

Bertram L. Snead
Asbestos Services Manager

BHC/lk

pc: Mike Bierlein

P.O. BOX 8078
P.O. BOX 8078
2903 SOUTH GRAHAM ROAD

SAGINAW, MICHIGAN 48608-8078
SAGINAW, MICHIGAN 48608-8078

FAX: (517) 781-2
PHONE: (517) 781-1
FAX: (517) 781-2752
PHONE: (517) 781-1810

ACORD. CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

09-06-90/rp

PRODUCER

Republic Hogg Robinson of Texas, Inc.
P. O. Box 5800
Lubbock, Tx 79495

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW

COMPANIES AFFORDING COVERAGE

COMPANY LETTER A Hartford Accident & Indemnity Company
COMPANY LETTER B CC: CARL GLASER
COMPANY LETTER C SEP 12 1990 JOE SMITH
COMPANY LETTER D ARCO INCORPORATED FILE
COMPANY LETTER E EL PASO, TEXAS

CODE

SUB-CODE

INSURED

Bierlein Demolition Contractors, Inc.
P. O. Box 8078
Saginaw, MI 48608-8078

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	ALL LIMITS IN THOUSANDS	
	GENERAL LIABILITY				GENERAL AGGREGATE	\$
	COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OPS AGGREGATE	\$
	CLAIMS MADE OCCUR.				PERSONAL & ADVERTISING INJURY	\$
	OWNER'S & CONTRACTOR'S PROT.				EACH OCCURRENCE	\$
					FIRE DAMAGE (Any one fire)	\$
					MEDICAL EXPENSE (Any one person)	\$
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT	\$
	ANY AUTO				BODILY INJURY (Per person)	\$
	ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	SCHEDULED AUTOS				PROPERTY DAMAGE	\$
	HIRED AUTOS					
	NON-OWNED AUTOS					
	GARAGE LIABILITY					
	EXCESS LIABILITY				EACH OCCURRENCE	\$
	OTHER THAN UMBRELLA FORM				AGGREGATE	\$
A	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY	71 WZ CL5336	05-25-90	05-25-91	STATUTORY	\$ 500 (EACH ACCIDENT)
						\$ 500 (DISEASE-POLICY LIMIT)
						\$ 500 (DISEASE-EACH EMPLOYEE)
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

State of Texas

CERTIFICATE HOLDER

A.S.A.R.C.O.
2301 West Paisano Dr.
El Paso, Tx 79922

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

[Signature]

ACORD 25-S (3/88)

ACORD CORPORATION 1988

ASARCO ELP 0010098

ACORD. CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

9-7-90 dm

PRODUCER

Republic Hogg Robinson of Michigan, Inc.
5090 State Street - Building C
Saginaw, Michigan 48603

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND
CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE
DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE
POLICIES BELOW.

COMPANIES AFFORDING COVERAGE**INSURED**

Bierlein Demolition Contractors, Inc.
P.O. Box 8078
Saginaw, Michigan 48608-8078

COMPANY LETTER A Home Insurance Company

COMPANY LETTER B

COMPANY LETTER C

COMPANY LETTER D

COMPANY LETTER E

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	GLR9096381	10/1/89	10/1/90	GENERAL AGGREGATE \$Unlimited
	X COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG. \$1,000
	CLAIMS MADE X OCCUR.				PERSONAL & ADV. INJURY \$1,000
	OWNER'S & CONTRACTOR'S PROT.				EACH OCCURRENCE \$1,000
	X XCU				FIRE DAMAGE (Any one fire) \$ 50
					MED. EXPENSE (Any one person) \$ 5
A	AUTOMOBILE LIABILITY	BAF160618	10/1/89	10/1/90	COMBINED SINGLE LIMIT \$ 1,000
	X ANY AUTO				BODILY INJURY (Per person) \$
	ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	SCHEDULED AUTOS				PROPERTY DAMAGE \$
	HIRE AUTOS				
	NON-OWNED AUTOS				EXCESS LIABILITY
	GARAGE LIABILITY				UMBRELLA FORM
					OTHER THAN UMBRELLA FORM
	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS
					EACH ACCIDENT \$
					DISEASE-POLICY LIMIT \$
	OTHER				DISEASE-EACH EMPLOYEE \$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS**CERTIFICATE HOLDER**

ASARCO
P.O. Box 1111
El Paso, Texas 79999
Attn: Mr. Steve Jones

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



ACORD 25-S (7/90)

©ACORD CORPORATION 1990

ASARCO ELP 0010099

ACORD. CERTIFICATE OF INSURANCEISSUE DATE (MM/DD/YY)
9/7/90

PRODUCER

REPUBLIC HOGG ROBINSON OF MI, INC.
5090 STATE ST., BLDG. C
SAGINAW, MI 48603THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS
NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND,
EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW

COMPANIES AFFORDING COVERAGE

CODE

SUB-CODE

INSURED

BIERLEIN INDUSTRIAL SERVICE, INC.
P.O. BOX 8078
SAGINAW, MI 48608-8078COMPANY
LETTER A

FIDELITY ENVIRONMENTAL INS. CO.

COMPANY
LETTER BCOMPANY
LETTER CCOMPANY
LETTER DCOMPANY
LETTER E

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD
INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS
CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS,
EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	ALL LIMITS IN THOUSANDS
A	GENERAL LIABILITY				GENERAL AGGREGATE \$ 2,000
	☒ COMMERCIAL GENERAL LIABILITY	ARC892300228	5/8/89	10/1/90	PRODUCTS-COMPIOPS AGGREGATE \$ Incl.
	CLAIMS MADE ☒ OCCUR.				PERSONAL & ADVERTISING INJURY \$ 2,000
	OWNER'S & CONTRACTOR'S PROT.				EACH OCCURRENCE \$ 2,000
	☒ Asbestos Abatement				FIRE DAMAGE (Any one fire) \$ Excl.
					MEDICAL EXPENSE (Any one person) \$ 5
	AUTOMOBILE LIABILITY				COMBINED
	ANY AUTO				SINGLE \$
	ALL OWNED AUTOS				LIMIT
	SCHEDULED AUTOS				BODILY \$
	HIRED AUTOS				INJURY (Per person)
	NON-OWNED AUTOS				BODILY \$
	GARAGE LIABILITY				INJURY (Per accident)
					PROPERTY \$
					DAMAGE
	EXCESS LIABILITY				EACH \$
					OCCURRENCE \$
					AGGREGATE
	OTHER THAN UMBRELLA FORM				
	WORKER'S COMPENSATION				STATUTORY
	AND				\$ (EACH ACCIDENT)
	EMPLOYERS' LIABILITY				\$ (DISEASE-POLICY LIMIT)
					\$ (DISEASE-EACH EMPLOYEE)
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

CERTIFICATE HOLDER

ASARCO
2301 W. Paisano Drive
El Paso, Texas 79922

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE
EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO
MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE
LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR
LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



ACORD 25-S (3/88)

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ASARCO ELP 0010100

ASARCO

El Paso Plant

J.R. Shaw
Plant Manager

L.W. Castor
Operations Manager

R.L. Vollmer
Financial Manager

T.E. Martin
Technical Services Manager

G.A. Parham
Maintenance Manager

A.A. Gonzales
Industrial Relations Manager

H.J. Smith
Purchasing Agent

January 17, 1991

Bierlein Demolition Contractors, Inc.
2903 South Graham Road
Saginaw, Michigan 48608-807

Attn: Mr. Mike Bierlein

Gentlemen:

Enclosed please find one fully executed copy of our contract covering the
Fan House Demolition and Miscellaneous Asbestos Removal.

If you have any questions please feel free to contact the undersigned.

Very truly yours,



CARL GLASER
Plant Engineer

Encls.
CG/ie

ASARCO Incorporated • P.O. Box 1111 • El Paso, Texas 79999 • (915) 541-1800
Telecopier (915) 541-1866

ASARCO ELP 0010102