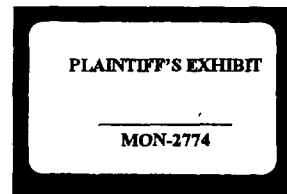


K. Werner:
Per your request.

7/7

SWR Office



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LAM013174

MASTER MAINTENANCE CONTRACT

1. This Contract is made as of July 31, 1978, by and between Monsanto Company, 800 North Lindbergh Boulevard, St. Louis, Missouri 63166 ("Monsanto"), and SLINE INDUSTRIAL PAINTERS, INC., P. O. Box 2726, Houston Texas 77001

_____ ("Contractor") for a certain category of work (referred to
herein as "Work") to be performed at Monsanto's Texas City plant

_____, ("jobsite").

2. Said Work shall consist of furnishing all operations, labor, equipment, materials and supplies and doing all things necessary for the proper performance of such Work of the category described in paragraph 1.0 of Exhibit "A" as Monsanto may specify by written Work Order issued on or before July 31, 1978.

3. The term "Work Order" shall mean the written order issued by Monsanto to Contractor designating the Work (of the category described in Exhibit "A") to be performed at the jobsite under the terms, conditions and provisions of this Contract. A separate Work Order shall be issued for each item of Work and shall contain a statement substantially as follows: "THE WORK AUTHORIZED BY THIS WORK ORDER SHALL BE PERFORMED IN ACCORDANCE WITH AND SHALL BE GOVERNED BY THE PROVISIONS OF MASTER MAINTENANCE CONTRACT NO. SWR-301 DATED July 31, 1978 BETWEEN THE PARTIES HERETO." If a Monsanto purchase order form is used for the issuance of a Work Order, all terms and conditions on the reverse side of said purchase order form shall be void and of no effect; the terms, conditions and provisions of this Contract only being applicable.

4. Unless otherwise stipulated in the Work Order, the Work shall be commenced at the jobsite within five (5) working days after receipt of the Work Order authorizing such Work and shall be completed as soon as practicable under a completion schedule for the Work established by Monsanto.

5. For the proper performance of the Work, Monsanto shall pay Contractor in accordance with paragraph 2.0 of Exhibit "A", unless a lump-sum amount, unit costs, hourly rates or some other method of computing payments is agreed upon and set forth in the Work Order. Unless otherwise stipulated in the Work Order, Monsanto will make one final payment to Contractor for the Work covered by a particular Work Order. Such final payment shall be due and payable within thirty days after completion of such Work covered by a particular Work Order and its acceptance by Monsanto. No payments made prior to acceptance of the Work shall be construed to be an acceptance of the Work in whole or in part.

6. The term "Representative" means the employee of Monsanto authorized to represent it with respect to the Work. Contractor and the Representative are referred to throughout this Contract as if each were of the singular number and masculine gender; Monsanto is referred to as if it were singular and neuter.

7. Any specifications and/or drawings which are attached to a Work Order issued pursuant to this Contract or referred to therein are a part of this Contract, and the Work shall conform thereto. If ambiguities or conflicts appear in or between specifications and drawings, or if detailed information has been omitted, Contractor shall request interpretation, clarification and/or additional instructions before proceeding with the Work. Any drawings prepared by Contractor in connection with the Work shall become a part of this Contract when approved by Monsanto; however, such approval by Monsanto of Contractor's drawings shall be construed to apply only to general arrangement and shall not relieve Contractor from entire responsibility for errors of any sort, for correctness of design, details or dimensions, nor for deviation therein from drawings furnished by Monsanto. In the event of conflicts or discrepancies between Contractor's drawings and Monsanto's drawings, the latter shall take precedence and control, unless and to the extent that Monsanto shall otherwise specifically direct in writing.

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8. All drawings (including sketches, shop drawings and setting drawings) and specifications, including all copies thereof, furnished to Contractor or obtained or prepared by Contractor for the Work, shall be delivered to Monsanto when no longer required for performance of the Work or when requested by Monsanto, but in any event upon completion or termination of the Work; except that one copy of each may be retained by Contractor with the permission of Monsanto. All such drawings and specifications shall be the property of Monsanto at all times and shall not be used for any other work by Contractor, nor shall Contractor permit such use by others. Contractor shall execute receipts, in a form acceptable to and at any time requested by Monsanto, for all such drawings and specifications in his possession.

9. Contractor agrees to comply with all statutes, laws, ordinances, codes, rules and regulations applicable to the Work, including Monsanto's policies, practices and rules for the jobsite. Contractor shall pay all sales, use, consumer, service or other similar tax required by law. The Contract shall be construed and interpreted in accordance with the laws and judicial decisions of the place of the jobsite.

10. Contractor agrees to utilize his best skill and judgment in performing the Work and to cooperate with Monsanto in every way. Contractor agrees to provide competent supervision and direction and to maintain at the jobsite the necessary material, equipment and skilled workmen to properly prosecute the Work to completion.

11. Contractor warrants that the Work will be of high quality, with workmanship proper and sufficient for the purpose contemplated and in accordance with the best trade practices. Contractor further warrants that the Work shall fulfill the terms of all special guarantees established by the Contract and that the Work shall be free from defects due to faulty materials, equipment or workmanship, until the expiration of one year from the date of final payment under the particular Work Order. Monsanto will give notice of observed defects with reasonable promptness. Contractor shall promptly reimburse Monsanto for its costs in remedying such defects or, at Monsanto's option, Contractor shall at his own expense and with all possible speed remedy such defects. In either case, Contractor shall also pay for any resulting damage to other property and work. Any cost for which Contractor is liable under this Contract shall be borne by Contractor, and Monsanto, in addition to any other right or rights it may have, may withhold money otherwise due Contractor to cover any such cost.

12. Contractor agrees that he and his employees shall treat as Monsanto's confidential property and shall not use or disclose to others during or subsequent to the term of this Contract (except as is necessary to perform the Work described in any Work Order and then only with the prior approval of Monsanto and on a confidential basis satisfactory to Monsanto) any information (including any technical information, experience or data) regarding Monsanto's plans, programs, plants, processes, systems, products, costs, equipment, operations or customers (including any similar information Monsanto has received or may receive from third parties) which may come within the knowledge of, or which may be developed by, Contractor or his employees in the performance of or in connection with the Work without in each instance securing the prior written consent of Monsanto. Nothing herein, however, shall prevent Contractor from disclosing to others or using in any manner any information which Contractor can show:

(a) has been published and has become part of the public domain other than by acts or omissions of Contractor or his employees;

(b) has been furnished or made known to Contractor by third parties (other than in connection with the Work) as a matter of right and without restriction on disclosure or use; or

(c) was in Contractor's possession on the date of this Contract and was not acquired by Contractor or his employees directly or indirectly from Monsanto or its employees.

For the purposes of this article, no information obtained by Contractor or his employees from Monsanto shall be deemed to be in the public domain or in the prior possession of Contractor or his employees merely because it is embraced by more general information in the public domain or by more general information in the prior possession of Contractor or his employees. Contractor shall restrict the knowledge of all information regarding the Work to as few as possible of his employees who are directly connected with performance of the Work and have a definite need for such knowledge. Upon request by Monsanto, Contractor shall cause such persons involved in the Work on Contractor's behalf as Monsanto may designate to sign individual secrecy agreements in a form satisfactory to Monsanto.

13. Contractor shall provide safe and proper facilities for both access to and inspection of the Work by Monsanto. If portions of the Work are performed off Monsanto's premises, Contractor shall make whatever arrangements are necessary to enable Monsanto to inspect such portions of the Work when requested by the Representative. If the specifications, the Representative's instructions, laws, ordinances or any public authorities require the Work or any portion thereof to be specially tested or approved, Contractor shall give the Representative timely notice of its readiness for inspection and, if the inspection is by an authority other than the Representative, of the date fixed for such inspection, and Contractor shall secure all required certificates of inspection. Any portion of the Work covered up without the approval or consent of the Representative must, if required by the Representative, be uncovered for examination at Contractor's expense.

14. Monsanto may make changes in the specifications or drawings, issue additional instructions or require additions to or deductions from the Work (all of which are hereinafter referred to as a "change" or "changes"), and the amount payable to Contractor under the applicable Work Order shall be adjusted accordingly. The provisions of this Contract shall apply to all such changes to the same extent as if originally set forth herein, and Contractor shall proceed therewith when so ordered by the Representative. If any such change involves extra cost, Contractor shall so notify Monsanto within ten days after receipt of the order from the Representative covering the same, and no claim for payment or reimbursement shall be valid unless such notice is given. If any such change is an addition to the Work, and a lump-sum price is not agreed upon, Contractor shall be paid in accordance with paragraph 2.0 of Exhibit "A" unless unit costs, hourly rates or some other method of computing payments is set forth in the applicable Work Order. If any such change is a deduction from the Work which is being performed for a lump-sum amount pursuant to a particular Work Order, the value of such change shall be determined on the basis of a reasonable estimate of the cost of said deduction. Except for minor changes not involving extra cost, no changes shall be made except pursuant to a written order from the Representative, and no claim for payment or reimbursement shall be valid without such an order.

15. Contractor shall promptly, and before such conditions are disturbed, notify the Representative in writing of:

- (a) subsurface or latent physical conditions at the site differing materially from those indicated in this Contract or the applicable Work Order, or
- (b) unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in Work of the category provided for in this Contract.

The Representative shall promptly investigate the above-mentioned physical conditions. If he finds that such conditions do so materially differ, and that the same cause an increase or decrease in Contractor's cost of, or time required for, performance of the Work, an equitable adjustment shall be made and the Contract modified in writing accordingly. No claim of Contractor for adjustment hereunder shall be allowed unless he has given notice as herein required.

16. Monsanto may, by giving written notice to Contractor, terminate this Contract or a particular Work Order issued pursuant hereto at any time. If Monsanto terminates this Contract or a particular Work Order for reason other than Contractor's breach of any of the provisions hereof, Monsanto shall pay Contractor for all costs previously incurred in connection with Work authorized hereunder, plus a reasonable allowance for overhead and profit. Additionally, Monsanto shall assume and become liable for all contracts, obligations and commitments that Contractor has, in good faith, undertaken or incurred in connection with the Work authorized by a particular Work Order prior to receiving any termination notice. Contractor shall, as a condition precedent to any such payment or assumption by Monsanto, execute and deliver all such papers and take all such steps, including the legal assignment of his contractual rights, as Monsanto may require. Upon any termination as set forth herein Monsanto shall be entitled to defer payment to Contractor to the extent of all bona fide claims it may have against Contractor under or arising out of this Contract until such claims have been settled.

17. Contractor agrees that Monsanto may, by oral or written notice, suspend, delay or interrupt all or any part of the Work at any stage of its progress for the period hereinafter provided. Any oral notice given pursuant hereto shall be confirmed in writing within three days thereafter. If the Work is suspended, delayed or interrupted by Monsanto for a period of ninety days, and unless Contractor agrees in writing to a longer period, Contractor may, at any time thereafter and upon not less than sixty days prior written notice to Monsanto, terminate this Contract or the applicable Work Order issued pursuant hereto and recover from Monsanto for that portion of the Work completed as if Monsanto had terminated this Contract pursuant to article 16 hereof. If Contractor is authorized to resume the

Work that was suspended, delayed or interrupted, the Contract shall be equitably adjusted in writing to provide for any necessary increase in the time required for, or the cost properly allocable to, the performance of the Work; provided, however, that Contractor submits a claim for such adjustment within thirty days after such resumption of the Work.

18. Contractor shall defend all suits or claims for infringement of any patent rights arising out of the Work and shall save Monsanto harmless from loss on account thereof; provided, however, that Monsanto shall be responsible for all such loss when it or the Representative specifies any particular equipment, material, the product of a particular manufacturer or a Monsanto process, which is an infringement of a patent; provided, further, however, that if the Contractor has information indicating that any such designated equipment, material, the product of a particular manufacturer or a Monsanto process, or the use thereof, might constitute an infringement of a patent, Contractor shall promptly inform the Representative in writing and unless Contractor does so inform the Representative, Contractor shall be responsible for any loss suffered by Monsanto as a result of such omission.

19. No payment under the Contract shall become due and payable until Contractor, if required, has delivered to Monsanto complete releases of all liens and all other claims of whatever nature which have arisen or which could arise as a result of any operations related to the Work or the Contract, or receipts in full in lieu thereof, and if required in either case, an affidavit that so far as Contractor has knowledge or information the releases and receipts include all operations, labor, equipment, materials and all things for which a lien or other claim could be filed or made. Said releases shall be effective as to liens and claims existing as of the date payment is requested. If any lien or other claim remains unsatisfied after all payments are made, Contractor shall refund to Monsanto all moneys that Monsanto may be compelled to pay in discharging such a lien or claim, including all costs and reasonable attorneys' fees.

20. Contractor shall not assign this Contract or sublet it as a whole nor shall Contractor assign any moneys due or to become due to him hereunder, without the prior written consent of Monsanto. Any attempt to so assign or sublet shall be void. Assignment or subletting with such consent shall in no way relieve Contractor of any of his obligations under the Contract.

21. The title to all Work completed or in the course of construction at the jobsite shall be in Monsanto; title to all materials, supplies and equipment intended for incorporation into the Work shall pass to Monsanto upon delivery at the jobsite; provided, however, that such passage of title shall in no way relieve Contractor of any of his obligations under this Contract.

22. Except as hereinafter set forth, Contractor agrees to indemnify and save Monsanto and its employees harmless against any and all liabilities, penalties, demands, claims, causes of action, suits, losses, damages, costs and expenses (including cost of defense, settlement and reasonable attorneys' fees) which any or all of them may hereafter suffer, incur, be responsible for or pay out (whether the same arise out of or are in connection with the Work, or from any operations under or in connection with the Contract) as a result of bodily injuries (including death) to any person or damage (including loss of use) to any property occurring to, or caused in whole or in part by, Contractor (or any of his employees), any of his Subcontractors (or any employee thereof), or any person, firm or corporation (or any employee thereof) directly or indirectly employed or engaged by either Contractor or any of his Subcontractors. Upon the request of Monsanto, Contractor shall promptly defend any such demand, claim, cause of action or suit.

Except as hereinafter set forth, Contractor agrees to make full reimbursement for any damage, including loss of use, to existing property or property being installed which may arise out of or in connection with the Work or from operations under or in connection with the Contract, and is caused, in whole or in part, by Contractor (or any of his employees) any of his Subcontractors (or any employee thereof), or any person, firm or corporation (or any employee thereof) directly or indirectly employed or engaged by either Contractor or any of his Subcontractors.

Monsanto agrees that Contractor shall not be liable to Monsanto under the Contract for:

(a) loss of use resulting from damage to property of Monsanto under Contractor's care, custody or control;

(b) liabilities, penalties, demands, claims, causes of action, suits, losses, damages, costs and expenses arising out of bodily injury (including death) to any person or damage (including loss of use) to any property caused by or resulting from the sole negligence of Monsanto, its employees or its agents.

23. Contractor shall not begin the Work under this Contract until:

- (a) he has obtained all the insurance required herein,
- (b) he has furnished certificates of insurance satisfactory to Monsanto, and
- (c) such insurance and the certificates have been approved by Monsanto.

Every contract of insurance providing the coverages required herein shall contain the following clause: "No reduction, cancellation or expiration of this policy shall become effective until ten days from the date written notice is actually received by" (followed by the name and address of the person designated in article 27 hereof as the recipient of notices to Monsanto).

24. Contractor shall take out and maintain for the life of this Contract (at his own expense unless otherwise specifically set forth) at least the following insurance:

<u>Coverage</u>	<u>Limits</u>
(a) Workmen's Compensation	Statutory
(b) Employer's Liability	500,000 each occurrence
(c) Public Liability (Bodily Injury)	200,000 each person 1,000,000 each occurrence
(d) Public Liability (Property Damage)	200,000 each occurrence
(e) Automobile Liability (Bodily Injury)	200,000 each person 500,000 each occurrence
(f) Automobile Liability (Property Damage)	50,000 each occurrence

The public liability insurance specified in subparagraphs (c) and (d) above shall include coverage for all of Contractor's contractual liability under article 22 with limits not less than those set forth in subparagraphs (b), (c) and (d) above.

Monsanto agrees, however, that such public liability insurance need not cover: (1) damage, or loss of use resulting from such damage, to property of Monsanto under Contractor's care, custody or control, or (2) liabilities, penalties, demands, claims, causes of action, suits, losses, damages, costs and expenses arising out of bodily injury (including death) to any person or damage (including loss of use) to any property caused by or resulting from the sole negligence of Monsanto, its employees or its agents.

25. Contractor shall bind all his Subcontractors to the terms of this Contract which are applicable to the Work sublet. Nothing contained in the Contract is intended to nor shall the same create any contractual relation between any Subcontractor and Monsanto or any obligation on the part of Monsanto to pay or to see to the payment of any moneys due any Subcontractor.

26. The obligations of Contractor under articles 8, 9, 11, 12, 14, 16, 18, 19, 20, 22 and 26 of this Contract shall survive termination of the Contract, or the suspension, completion and/or acceptance of the Work or any part thereof, or final payment to Contractor, it being agreed between Contractor and Monsanto that said obligations shall be of a continuing nature and effect.

27. All notices pertaining to this Contract shall be sufficiently given if delivered in person or sent by registered or certified mail addressed as follows:

(a) If to Monsanto:	Monsanto Southwest Regional Purchasing,	LAM013179
	1120 NASA Road 1, Suite 420	
	Nassau Bay, Texas 77058	Attn: John M. Tissue
(b) If to Contractor:	Sline Industrial Painters, Inc.	
	P. O. Box 2726	
	Houston, Texas 77001	Attn: Charles E. Fox, President

Either party, by written notice to the other party, may change the person and/or address to which notice shall be given. Both parties agree to acknowledge in writing the receipt of any notice delivered in person.

28. This Contract (including attached Exhibit(s) "A" B, C, D, and E) and the Work Orders issued pursuant hereto set forth the entire agreement between Contractor and Monsanto with respect to the subject matter hereof. All prior negotiations and dealings regarding the subject matter hereof are superseded by and merged in this Contract. All time limits stated in this Contract or any Work Order issued pursuant hereto are of the essence thereof.

29. Special Provisions (if any):

Exhibits B, C, D, and E attached hereto, are a part of this Agreement and incorporated herein for all purposes. In the event of conflict between the terms and conditions contained in the Exhibits and paragraphs 1 thru 29 hereof, the terms and conditions contained in the Exhibits shall govern.

Contractor will pay according to prevailing wage scale in the area including providing for their employees the prevailing working conditions. Rates for wages will be billed according to that prevailing scale.

This Contract covers our partial requirements for maintenance painting for period beginning July 31, 1978 thru July 30, 1979.

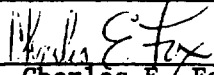
This Contract may be amended or cancelled by either party at any time with thirty (30) days written notice.

IN WITNESS WHEREOF, Contractor and Monsanto have executed this Contract effective as of the date set forth at its beginning.

MONSANTO COMPANY / SOUTHWEST REGIONAL
PURCHASING

By 
J. M. Tissue
Title Southwest Regional Purchasing Manager

SLINE INDUSTRIAL PAINTERS, INC.

By 
Charles E. Fox
Title President

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EXHIBIT "B"Format:

This Exhibit is submitted to define the conditions of the working procedures as used, understood, required and/or suggested by Monsanto Company for all contract maintenance or project work for the Texas City Plant.

Work Day:

Monsanto's normal work day for the day shift begins at 8:00 A.M. and ends at 4:30 P.M. The time that workers report to their assigned units or departments and are available to start work is 8:00 A.M. The time for clocking out of the plant is 4:30 P.M. Work will continue up to 4:20 P.M. with the balance of ten minutes allowed for clean-up of tools and equipment, and wash-up. Lunch period begins at 12:00 Noon and ends at 12:30 P.M.

No work shall be performed on the following holidays without specific agreement with Monsanto.

New Year's Day
Washington's Birthday
Good Friday
Memorial Day
Fourth of July
Labor Day

Thanksgiving Day
Friday following Thanksgiving Day
Christmas Eve (or last working
day prior to Christmas)
Christmas Day

Contractor Safety Guide:

In addition to Item 9 under General Agreements, the Contractor will be expected to adhere to procedures as outlined in Monsanto's contractor safety guide.

Safety:

Safety glasses and safety hats will be worn by all persons. If the Contractor is unable to obtain these items from a regular supplier, he can purchase them through Monsanto. The necessary request for this purchase should be made to the field representative in charge of Contractor's work.

Fire and Work Permits:

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Fire permits are required for all work in the plant that might provide a source of ignition, such as the use of flame or spark-producing tools or equipment. This will include such things as impact tools, torches, trucks, welders, and compressors, etc. Entry permits are required for any entry inside any vessel that has a restricted opening or restricted ventilation or any open vessel deeper than five feet. Special fire permits will be required for welding or any other heat or spark-producing work performed on closed vessels (pipes, tanks, separators, etc.). A closed vessel is any vessel with a restricted opening or restricted ventilation.

Fire and Work Permits (Continued):

In some areas, work permits will be required for all work in that area regardless of the tools or equipment. This includes work being performed in the vicinity of overhead electrical lines.

An attempt will be made to have all permits ready at the beginning of the work day. When there are abnormal amounts of heavy welding and open-flame work, it may be impossible to have all permits ready at 8:00 A.M. It should be stressed that these permits are for the protection of Contractor and his employees.

Alarms:

There are two alarm systems in use at Monsanto. The one most familiar to everyone is the fire and spill alarm. The other, more recent alarm system is the Emergency Procedure Alarms. So that contractors may understand and recognize these alarms, the two systems are briefly explained below. All contractors shall explain these alarms to all their personnel.

Fire and Spill Alarms:

This alarm will signify that a fire or spill has occurred in some part of the plant -- either very minor or major in magnitude. In case of plant fires and spills, the alarm (described below) will sound, and all trucks, cars or other mobile equipment in the entire plant will pull off the road and engines will be killed. All smoking in the plant will cease. All permits are automatically cancelled in that group of units designated by the first number of the alarm code. Cancellation of permits and work stoppage in other areas is the responsibility of the Monsanto department supervisors of the respective departments. All work will stop in specific area designated by the code. All heat and spark-producing equipment in the code designated area will be shut down. Workers will leave the code designated area to an area pre-designated by the Monsanto field representative in charge of contractor's work. After sounding of the plant "all clear" alarm or after Monsanto clearance is given, all work not requiring fire permits may be resumed. All fire permits must be countersigned by the Monsanto supervisor who signed the original permit before that work may be resumed.

One blast by the plant siren will indicate that a fire or spill has occurred. This will be followed by a repeated three-digit code on the code horns throughout the plant to indicate the area in which the fire or spill has occurred. The first digit of the code designates a group of units or general location in the plant in which the fire or spill has occurred. These are as follows:

- a one (1) code designates the east plant from the Shops Building to the bay waterfront.
- a two (2) code designates the west plant from the Shops Building (including this building) to Monsanto's Fourth Avenue West.
- a three (3) code designates the west plant west of Fourth Avenue West.

- a four (4) code designates the "North 68" area. This is the area north of the north outfall ditch between Bay Street and the waterfront.
- a five (5) code designates the Administration, Locker, Application and Research buildings.

A fifteen-second blast on the work whistle will represent an all clear signal.

Each Monday at 1:00 P. M. a test alarm 1-1-1 will be sounded. Other tests will be communicated in advance.

Emergency Procedure Alarms:

A special Emergency Procedure Plan has been adopted at this Plant which outlines a planned procedure for safe handling of the personnel and equipment in the event of a major emergency. This emergency could be created from outside Monsanto Company property line.

When a state of emergency has been declared, personnel will be notified through the same siren and horn system but the horn signal will be thirty (30) beeps on and off over a minute but without a code. In the event that this Emergency Procedure Plan is activated, Contractor's people should immediately make their work safe to leave and go to the Instruction Point of that area (they are marked) and a Warden or Chief Operator will give Contractor's people direct instructions.

Housekeeping:

Good housekeeping should be kept in mind during all work. Access ways to all fire plugs, fire hoses, extinguishers, indicator valves, safety showers, and eye baths shall be kept open. Also the Contractor should acquaint his personnel with the locations of this emergency equipment. No obstructions to the plant traffic signals and/or signs should be formed, temporarily or otherwise.

First Aid:

The treatment and care of injuries sustained by Contractor's employees shall be and remain the responsibility of Contractor; however, Company's first aid facilities will be made available to Contractor's employees in emergency cases which are the direct result of accidents occurring on Company's plant site during authorized work hours. Company shall incur no liability for, and Contractor hereby agrees to indemnify Company against, any causes of action, claim, liability or cost, including attorney's fees, arising in whole or in part out of the furnishing of such first aid facilities to Contractor's employees or out of the failure to furnish such facilities.

Monsanto's First Aid facilities are located on the first floor of the Main Office Building. The Contractor may utilize these facilities by furnishing medical information on forms provided by the Purchasing Department at the time of contract acceptance.

Charges for medical services will be as follows:

First Aid Treatment	\$ 6.00
Re-dress	4.00
Doctor Case	10.00
Injection	7.00

In case of major injury, an equitable fee will be charged based on time, equipment and services provided.

If Monsanto First Aid facilities are not used, all medical cases requiring services of a physician shall be reported to the Monsanto Field Representative, and a copy of the Employer's First Report of Injury shall be mailed to the plant Capital Projects supervisor.

OSHA:

The Contractor is required as part of this agreement to be knowledgeable of and remain in compliance with the Occupational Safety and Health Act (OSHA) and its application to any work performed in this plant. No contractor or subcontractor shall require any worker employed in the performance of the contract to work in areas which are unsanitary, hazardous, or dangerous to his health and safety. The contractor will take the necessary steps to prevent any unsanitary, hazardous, or dangerous conditions from developing on his work. If a situation develops which is beyond his control, he will immediately report it to the Monsanto field representative. The contractor will notify Monsanto's field representative of any OSHA complaint, compliance inspection or citation.

Receipt of Materials:

All materials brought into this Plant by contractors on "cost plus" contracts will be processed through the Monsanto Receiving and Shipping Department. A receiving report will be made against the purchase order under which the contractor is performing work. The receiving report will validate the invoice for payment at the completion of the job. Accordingly, all material not used on the job will also clear through the Receiving and Shipping Department on leaving the Plant. No payment will be made unless this procedure is followed.

Shipping Papers:

Any Monsanto-owned material or equipment to be taken out of the plant by a contractor must be accompanied by shipping papers to be picked up at the Shipping and Receiving Department enroute to the gate.

To save time, the contractor should make all requests for shipping papers in advance to the Monsanto field representative in charge of the work so that he may initiate a request for shipping papers to be on hand at the Receiving and Shipping Department when they are to be picked up.

Unloading:

It will be necessary for the Contractor to make arrangements to unload or load all material to be used in connection with the job.

Utilities, Tools, and Equipment:

In general, utilities of steam, water and electricity will be furnished by Monsanto. Compressed air will be furnished by the Contractor. However, it will be necessary in all cases to prearrange the use of all utilities with the Monsanto field representative.

There may also be occasions when, say, special dies or gauges owned by Monsanto would be required for which it would be uneconomical to purchase these for one use only. Arrangements can be made in advance for these special items with the Monsanto field representative.

To obtain Monsanto's tools from its toolroom, the Monsanto field representative will obtain a signed requisition to be presented at the toolroom. The location of our toolroom is on the first floor center section of the Monsanto shops building. Contractor will reimburse Monsanto for all tools not returned.-

Small tools, valued less than \$500 each will be furnished by the Contractor.

Gate Passes:

Contractors carrying their own tools and equipment and other items out of the plant must first obtain a gate pass from the Monsanto field representative. These gate passes in duplicate are presented to the guards at the gate when leaving.

Contractor agrees and shall cause each of his employees to agree that Company shall have the right to search any of Contractor's equipment, the persons of Contractor's employees and the content of any boxes or packages of Contractor or his employees upon entering and leaving Company's premises.

Gates for Entering and Leaving:

In order not to interrupt Company traffic and other business, gates will be designated by the Maintenance zone coordinator or Projects supervisor to be used for entering and leaving. Also, routes to be used through the plant will be explained.

A clock alley provided by Monsanto is to be used by the employees of those contractors who normally work in the plant on a continuing basis.

The plant main gate is not to be used without specific permission.

Work Delays:

Limited work delays may be expected. These delays will generally be for permits, fires, spills, or inspections. It will be the Contractor's responsibility to minimize these delays by keeping the Monsanto representative informed of the future job requirements or problems.

Sanitary:

Drinking water, trash cans, change rooms, and rest room facilities will be provided by the Contractor, keeping up the practice of good housekeeping.

There will be instances involving small work forces when Monsanto facilities could be used when arrangements have been made in advance.

Eating Facilities:

Contractor is responsible for providing eating facilities for his personnel. Monsanto cafeteria is not to be used by contractor personnel.

Monsanto Supervision:

All work performed by contractors will be coordinated by a Monsanto representative.

Cost:

- A. Invoices: Invoices will be submitted to Monsanto Accounting Department.
- B. Time Sheets: On cost-plus contracts, following Monsanto's approval of men and equipment to be used on a job, time sheets will be submitted in duplicate daily to the Maintenance representative. The original copy will be signed by the Contractor's representative and the Monsanto representative, and will be retained by the Monsanto representative. A carbon copy will be retained by the Contractor and submitted with his invoice at the time of billing.

Equipment and Tool Rental Sheets, and Extras will be handled in the same manner, and presented not later than the morning of the next working day.

- C. Change of Scope: Any changes of original scope including any extras, will be verified in writing by Contractor and Monsanto and filed with the Monsanto Purchasing Department and other interested parties.

EXHIBIT "C"FIRM BID CONTRACTING

Monsanto reserves the right to limit or restrict the Contractor's participating in firm bidding work in the Texas City Plant while participating in the painting contract.

BUILDINGS/OFFICE EQUIPMENT

Contractor is to furnish all necessary buildings and office equipment as a part of overhead. Facilities must comply with OSHA requirements.

CONSTRUCTION EQUIPMENT

Contractor may furnish rental equipment at option of Monsanto. Monsanto may furnish any or all rental equipment. Monsanto shall have the option to take title to any equipment leased or rented by Contractor where payments apply to purchase by paying balance due.

All pick-up trucks must be easily identified and safely maintained at all times. Monsanto shall have the option to determine when vehicles are to be replaced after vehicles are four (4) years old.

MATERIALS

Materials furnished by Contractor are to be billed at invoice cost, plus percent markup for handling.

Monsanto will furnish paint, Contractor at option of Monsanto will order materials from Monsanto's storeroom or contract sources through use of Monsanto's order system. In such cases, there will not be a percent markup for handling.

SAFETY EQUIPMENT

Contractor is to furnish as a part of his overhead the following:

- Safety hats
- Safety gloves
- Respirators/breathing filters
- ✓ Sandblasting hoods
- Safety belts
- Ear plugs
- Cover goggles

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EXHIBIT "C"

The above items must comply with state and/or federal regulations and meet Monsanto's approval. Easily identifiable color coding will be required for Contractor hats, and vehicles will be identified as belonging to Contractor.

SPECIAL AGREEMENTS

This Agreement based on the Maintenance Repaint Project Agreement.

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EXHIBIT "D"EQUIPMENT AND EXPENDABLES - Furnished by Contractor

The following equipment used in the Plant Painting functions is listed below. It is grouped according to what is expected to be supplied by the Company and by the Contractor.

CONTRACTOR:

Spray equipment with hose and guns.
Paint brushes and paint rollers/wool skins.
Wire brushes - steel or brass.
Hand tools - putty knives, scrapers, chipping hammers, wrenches, etc.
Watercans (OSHA approved) drinking cups.
Ladders - all sizes (OSHA approved).
Staging equipment (OSHA approved).
Tarps and drop cloths.
Rags.
Bosum chairs.
Aluminum walk boards 10', 16', 24'.
Rigging hooks, rope, cable and tank wheels.
Field boxes and field shacks.

Safety Equipment:

Hard hats, safety glasses, cover goggles, respirators, breathing filters, safety belts, ear plugs, sand blast hoods.

NOTE: Must meet OSHA Standards.

EQUIPMENT AND EXPENDABLES - Furnished by MonsantoMONSANTO:

Pneumatic tools.
Needle Scalers.
Disc Sanders/with disc.
Grinders/wire cup brush.
B-1 chipping guns.