PLAINTIFF'S EXHIBIT
MON-2279

MONSANTO COMPANY

GENERAL CONDITIONS

OF THE CONTRACT

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ARTICLE 1.0 DEFINITIONS

1.1 The term "Engineer" means the employee of Monsanto authorized to represent it on the Work.

1.2 Contractor and the Engineer are referred to throughout the Contract Documents as if each were of singular number and masculine gender; Monsanto is referred to as if it were singular and neuter.

1.3 Unless otherwise expressly stated in the Contract, any authorization, approval, or acceptance of Monsanto or the Engineer required under the Contract must be in writing.

1.4 Unless otherwise specifically set forth in the Contract, the term "Work" includes all labor, materials, equipment and all things (including, but not limited to, all items, tools, supplies, articles, appurtenances, apparatus, machinery, appliances, scaffolding, utilities, services, sanitary facilities, supervision, transportation, incidentals and expenses) necessary for the proper performance of the services or construction of the facilities outlined in the Contract, whether they be described, listed, mentioned or scheduled in the Contract Documents or any revisions thereof.

1.5 The term "Subcontractor" means those individuals (other than employees of Contractor), firms or corporations having a direct contract with Contractor to perform any of the Work at the Plant.

1.6 Whenever in the Contract the words "or equal," "similar and equal" or words or phrases of like import are used in conjunction with the brand or trade name of any proprietary item of materials or equipment, such words shall mean that the brand- or trade-named item will be used as a basis of comparison and that all makes of purported similar or equal items will be considered so long as they have equal or better qualities in the opinion of the Engineer whose decision shall be final and conclusive.

1.7 Whenever in the Contract the words "furnish," "install," "provide" or words of similar import are used, they shall mean, unless otherwise expressly stated in the Contract, that Contractor shall fabricate, complete, deliver, furnish, erect and install the item and shall include all labor, materials, equipment and all things (including all items, tools, supplies, articles, appurtenances, apparatus, machinery, appliances, scaffolding, utilities, services, supervision, transportation, incidentals and expenses) necessary to complete the item inplace, ready for operation or use, under the terms, conditions and provisions of the Contract.

1.8 Whenever in the contract the words "as shown," "as indicated," "as detailed," "as noted" or words or phrases of similar import are used, they shall be understood to refer to the Drawings and Specifications.

1.9 Whenever in the Contract the words "as ordered," "as directed," "as required," "as permitted," "as allowed," "as approved" or words or phrases of similar import are used, they shall mean that the order, direction, requirement, permission, allowance or approval of the Engineer is intended.

1.10 Whenever in the Contract the word "or" is used, it shall be interpreted to mean "and/or" unless a contrary meaning is clearly intended from the context.

1.11 Whenever in the Contract the words "architect," "owner," or any word of similar import appears, such word shall be deemed to mean the Engineer or Monsanto.

1.12 The term "Project Site" shall mean those areas of the Plant where Work related to the Projects covered by a Monsanto Contract is performed.

ARTICLE 2.0 INDEMNITY

2.1 Except as set forth in paragraph 2.3 hereof, 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 in connection with the Work, or from any operations under or in connection with the Contract) as a result of bodily injury (including death) to any person or damage (including loss of use) to the property of others 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.

2.2 Except as set forth in paragraph 2.3 hereof, Contractor agrees to make 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.

2.3 Monsanto agrees Contractor shall not be liable to Monsanto for:

2.3.1 Loss of use resulting from damage to property of Monsanto under Contractor's care, custody or control.

2.3.2 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.

2.4 With respect to Contractor's Indemnification under Article 2.0, Contractor's liability to Monsanto shall be limited to the amounts and coverages of the insurance required to be provided by Monsanto or carried by Contractor under this Agreement.

ARTICLE 3.0 INSURANCE

3.1 Insurance by Monsanto. Monsanto has procured insurance for Contractor and all Subcontractors as insured parties with limits and coverages of insurance as described in the following subparagraphs.

3.1.1 Workers' Compensation Insurance. Such insurance shall be in accordance with the statutory requirements of the Workers' Compensation laws of the State where the Plant is located (including coverage for the benefits provided under the United States Longshoremen's and Harbor Workers' Act) and shall include Employer's Liability - Coverage B, in the amount of $500,000, endorsed to include Maritime (Jones Act) coverage. Contractor, his Subcontractors, and each lower tier of subcontractors will be issued their own Workers' Compensation Policy in their own name and using their individual experience modification factor. This policy will provide coverage for Work performed at the Project Site or ways immediately adjoining the Project Site. The policy will include the Broad Form All States Endorsement.

3.1.2 Liability Insurance (Excluding Automobile Liability). Such insurance shall be in a form providing coverage not less than that of the Comprehensive General Liability Insurance Policy and insuring the Contractor and all Subcontractors. The coverage shall include coverage for all operations exposures including coverage for explosion, collapse and underground, independent contractors, products and completed operations for two (2) years following final acceptance of the Work by Monsanto, contractual liability coverage, and personal injury coverage. Such insurance shall have limits of liability of $20,000,000 per occurrence, with an annual aggregate of $20,000,000. This insurance shall also include employer's liability coverage in an amount of $20,000,000 which is excess of the amount provided under the Workers' Compensation Policy described in sub-paragraph 3.1.1 hereof. This policy will provide coverage only for those operations of the insured parties at the Project Site or the ways immediately adjoining the Project Site.

(continued on pages 3a thru 3e)

3.1.3 Builder's Risk/All Risk Insurance. Such insurance shall protect Contractor and Monsanto, as their interests may appear, against all physical loss or damage to the Work, or any part thereof, and to the materials, equipment and other items incorporated into or intended for incorporation into any part of the Work while in transit to the site, while at the site, and during and until completion and acceptance thereof by Monsanto having an aggregate limit equal to the replacement cost of the Work less the site grading, foundations and engineering costs applicable in any one loss, disaster or casualty. This insurance applies only to materials, apparatus, equipment and supplies purchased for the Work and to in-place and relocated facilities (including equipment, materials and supplies) owned by Monsanto and used by Contractor in the performance of the Work. Notwithstanding the foregoing:

3.1.3.1 Instead of purchasing such insurance from others, Monsanto, at its option, may self-insure such coverage, in whole or in part. In this event, should a loss occur which would have been covered by such insurance had it been purchased from an insurance company, Monsanto will pay to Contractor any amount which would have been paid to Contractor by such insurance company. Nothing in this subparagraph 3.1.3.1, however, shall be construed to provide any payment to Contractor for loss of or damage to any item, the cost of which has been or will be reimbursed to Contractor by Monsanto.

3.1.3.2 In the event Monsanto elects to self-insure such coverage, in whole or in part, Monsanto may require Contractor to obtain rigging and hoisting coverage when appropriate and obtainable. Monsanto acknowledges that it has the responsibility for determining when such coverage is advisable; however, Contractor agrees to advise Monsanto when, in Contractor's opinion, it would be sound business and construction practice to obtain such rigging and hoisting coverage.

Insurance procured by Monsanto pursuant to this paragraph 3.1, shall be excess of any valid and collectible insurance for loss caused by or resulting from the operation, maintenance, use, loading or unloading of automobiles. Vendors, suppliers, material dealers or others who merely transport, pick-up, deliver or carry materials, personnel, parts or equipment or other items to or from the Project Site shall not be considered contractors or subcontractors for purposes of the insurance coverage provided by Monsanto.

3.2 Monsanto assumes no obligations to provide insurance coverage other than that as evidenced by the previously described policies. Monsanto,

however, reserves the right to furnish insurance coverage of various types and limits provided that such coverage shall not be less than that specified in paragraph 3.1 hereof, and provided that the cost of such insurance shall be borne by Monsanto.

3.3 Alternative Insurance. If Monsanto cancels the insurance specified in paragraph 3.1 hereof, it will provide at least thirty (30) days' prior written notice to the Contractor and Subcontractors. They shall then secure and maintain until final payment for work performed under this Agreement, the limits and coverage of insurance as prescribed by Monsanto as a substitute for such Monsanto-provided insurance. The cost to Contractor and Subcontractors of this additional insurance will be paid by Monsanto. Monsanto reserves the right to approve the form, content, cost and company for this insurance.

3.4 Insurance by Contractor. Contractor shall take out and maintain throughout the progress of the Work insurance as described in the following subparagraphs. If the Work is performed on a lump-sum, maximum cost or unit-price basis, the cost of such insurance shall be borne by Contractor; if performed on a cost-plus-a-fee basis, Monsanto shall reimburse Contractor for the cost of such insurance up to the minimum limits and coverages prescribed herein and in accordance with the provisions of the applicable Agreement (the cost of any insurance coverage in excess of the minimum limits or coverages shall be borne by Contractor).

3.4.1 Workers' Compensation Insurance - Workers' Compensation Insurance shall be procured for all Work except for Work performed at the Project Site or the ways immediately adjoining the Project Site. Such insurance shall be in an amount equal to the limit of liability and in the form and amount prescribed by the laws of each State where any portion of the Work is performed, for all of Contractor's and his Subcontractors' employees employed on the Work, including, if the Work involves navigable waters, an endorsement covering United States Longshoremen's and Harbor Workers' Act.

3.4.2 Employer's Liability Insurance - Such insurance shall be procured for all operations except for Work performed at the Project Site or the ways immediately adjoining the Project Site. Such insurance shall be provided in an amount not less than $500,000 for bodily injury by accident or disease, including death at any time resulting therefrom, and shall be endorsed to include Maritime (Jones Act) coverage.

3.4.3 Liability Insurance (Excluding Automobile Liability) - Such insura ; shall be procured for all o ations except for Work performed at the Project Site or the ways immediately adjoining the Project Site. Such insurance shall be in a form providing coverage not less than that of the Comprehensive General Liability Insurance Policy and insuring Monsanto, the Contractor and all Subcontractors. The coverage shall include coverage for all operations exposures including coverage for explosion, collapse and underground, independent contractors, products and completed operations for two (2) years following final acceptance of the Work by Monsanto, contractural liability coverage, and personal injury coverage. Such insurance shall have limits of liability of $1,500,000 per occurrence, with an annual aggregate of $1,500,000.

3.4.4 Monsanto agrees, however, that such liability insurance need not cover:

3.4.4.1 Damage, or loss of use resulting from such damage, to property of Monsanto under Contractor's care, custody or control;

3.4.4.2 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 to any property caused by or resulting from the sole negligence of Monsanto, its employees or its agents.

3.4.5 Automobile Liability Insurance - Such insurance shall cover all owned, non-owned, hired and rented automotive equipment used in the performance of the Work. It shall include bodily injury coverage in an amount not less than $500,000 on account of any one occurrence. Property damage coverage shall be in an amount not less than $100,000 for each occurrence.

3.4.6 Umbrella Liability Insurance - Such insurance shall provide excess coverage over the underlying primary insurance required by sub-paragraphs 3.4.2, 3.4.3 and 3.4.5 hereof in the amount of $5,000,000.

3.4.7 Equipment Floater Insurance. Such insurance shall protect all mobile construction equipment used in the performance of the Work against physical damage. Notwithstanding the foregoing, Monsanto (at its option) may self-insure such risk, in whole or in part. In such event, Monsanto agrees to reimburse Contractor for the costs of repair or replacement which Contractor incurs or becomes liable for in the event of physical damage to such mobile construction equipment.

The insurance described in this paragraph 3.4 sets forth minimum amounts and coverages and is not to be construed in any way as a limitation on Contractor's liability under the Contract.

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3.5 Contractor shall not begin the Work until he has obtained all the insurance required by paragraph 3.4 hereof and certificates evidencing such coverage have been furnished to and approved by Monsanto.

3.6 Contractor shall made such arrangements as are necessary to insure that every contract of insurance providing the coverages required by paragraph 3.4 of these General Conditions shall contain the following clause:

> "No reduction, cancellation or expiration of this policy shall become effective until thirty (30) days after the date written notice is actually mailed to" (followed by the name and address of the individual designated in the Agreement as the recipient of notices to Monsanto).

3.7 All policies of insurance providing the coverages required by paragraph 3.4 hereof shall be countersigned by a duly authorized and accredited agent or agents of the carrier residing in the State or States where any portion of the Work is performed. All such insurance shall be carried with insurance companies authorized to do business in such State or States and in such companies which, in the case of mutual companies, have a surplus to policyholders in excess of $5,000,000 and which, in the case of stock companies, have a total capital and surplus in excess of $5,000,000.

3.8 For insurance purposes, Contractor agrees and shall require all his Subcontractors and lower tier subcontractors to agree to:

3.8.1 Keep and maintain accurate records of payroll segregated as respects their operations at the Project Site;

3.8.2 Furnish to Monsanto or its authorized representative accurate payroll data as required by Monsanto's Insurance Company; and

3.8.3 Allow Monsanto's Insurance Company to audit their payroll records as required by such Insurance Company for the purposes of determining the insurance costs to Monsanto.

3.9 Contractor will furnish and require his Subcontractor and all lower tier subcontractors to furnish Monsanto or its authorized representative, a schedule of projected payroll listed by Standard Workers' Compensation Classifications, for operations to be incurred in connection with operations at the Project Site.

3.10 Contractor shall solicit and shall require his Subcontractors and all lower tier subcontractors to solicit all bids and submit same on the basis that no costs are included for insurance coverages provided by Monsanto as described in paragraph 3.1 of these General Conditions.

3.11 The cost of the insurance specified in paragraph 3.1 hereof as being provided by Monsanto shall be paid for by Monsanto and Monsanto shall receive or pay, as the case may be, all adjustments in such costs, whether by way of dividends or otherwise. Where required, Contractor agrees to and shall require his Subcontractors and all lower tier subcontractors to execute instruments of assignment as may be necessary to permit Monsanto's receipt of such adjustments.

3.12 All policies of insurance provided by Monsanto pursuant to paragraph 3.1 hereof shall contain a Waiver of Subrogation waiving the rights of underwriters of the insurance company of subrogation against Contractor or his Subcontractors or lower tier subcontractors. All policies of insurance provided by Contractor or his subcontractors or lower tier subcontractors pursuant to paragraph 3.4 hereof shall contain a Waiver of Subrogation waiving the rights of underwriters of the insurance company of subrogation against Monsanto.

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ARTICLE 4.0 ABBREVIATIONS

4.1 The following listed abbreviations may be found in the Contract Documents.

AASHO	American Association of State Highway Officials
ACI	American Concrete Institute
ACRMA	Air Conditioning and Refrigerating Machinery Association
AISC	American Institute of Steel Construction
API	American Petroleum Institute
ASHRAE	American Society of Heating, Refrigerating and Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWMA	Aluminum Window Manufacturers' Association
AWPA	American Wood Preservers Association
AWPI	American Wood Preservers Institute
AWS	American Welding Society
AWWA	American Water Works Association
BOCA	Building Officials Conference of America
FIA	Factory Insurance Association
IEEE	Institute of Electrical and Electronics Engineers
FS	Federal Specification
MSS	Manufacturers Standardization Society of the Valve and Fittings Industry
NBS	National Bureau of Standards (Dept. of Commerce)
NEC	National Electric Code
NEMA	National Electrical Manufacturers' Association
NFPA	National Fire Protection Association
PCA	Portland Cement Association
SPR	Simplified Practice Recommendation
SSPC	Steel Structures Painting Council
UL	Underwriters' Laboratories, Inc.
USAS	USA Standard (designation of the USA Standards Institute)

4.2 Unless otherwise specifically provided, such abbreviations when used in connection with a standard, code, specification or recommendation refer to the issue current as of the date of the Specification or Drawing containing such abbreviation.

ARTICLE 5.0 CORRELATION OF DOCUMENTS — INTENT

5.1 The Contract Documents are complementary and what is called for by any one is as binding as if called for by all. There are certain operations, labor, equipment, materials and things reasonably inferable from the Drawings and Specifications as being necessary to produce the intended results; even though no mention thereof is made in said Documents, such omission shall not relieve Contractor from his obligation to provide all such operations, labor, equipment, materials and things. Parts of the Work described in words which, when applied, have a well-known technical or trade meaning shall be furnished or performed in accordance with the recognized standards applicable to such meaning.

5.2 The Work shall be executed in strict accordance with the Contract Documents and no deviations from the requirements thereof shall be made without the prior approval of Monsanto.

5.3 Contractor assumes full responsibility for having familiarized himself with the nature and extent of the Contract Documents, the Work (including the site thereof) and local conditions that may in any way affect his performance under the Contract.

5.4 To provide convenience of reference and to facilitate the letting of subcontracts, the Specifications may be separated into sections. Such separation, if any, shall not operate to make the Engineer or Monsanto the arbiter in establishing the limits of subcontract obligations between Contractor and his subcontractors, nor to relieve the Contractor of any of his obligations under the Contract.

ARTICLE 6.0 COPIES OF DOCUMENTS — ADDITIONAL INSTRUCTIONS

6.1 Unless otherwise provided in the Contract, Monsanto will, subject to the terms, conditions and provisions of the Contract, furnish free of charge such sets of Drawings, sets of details and sets of Specifications as are reasonably necessary for the performance of the Work. Upon Contractor's request sufficiently in advance of his need, Monsanto shall furnish with reasonable promptness such additional instructions, by means of Drawings or otherwise, as are necessary for the proper performance of the Work. Such instructions shall be consistent with and reasonably inferable from the Contract Documents.

6.2 Contractor shall do no Work without proper Specifications, Drawings or instructions and all Work shall be executed in conformity therewith.

6.3 If the Specifications or Drawings appear to call for things which make it impossible to perform the Work in a first-class manner, if ambiguities or conflicts appear in the Specifications or Drawings, or if detailed information has been omitted, Contractor shall request interpretation, clarification and/or additional instructions before proceeding with the Work. If Contractor fails to make such request, no excuse will be entertained for failure to carry out all Work in a satisfactory manner. Should conflicts occur in or between the Drawings and Specifications, causing an increase in Contractor's cost of performing the Work, Contractor shall be deemed to have estimated on the more expensive way of performing the Work, unless before executing the Contract he shall have asked for and obtained a written decision with respect thereto.

ARTICLE 7.0 WORKING SCHEDULE — OVERTIME

7.1 Within two weeks of notice to proceed with the Work, Contractor shall submit a proposed working schedule to the Engineer in order to permit scheduling of interrelated Monsanto and Contractor activities. The schedule shall be subject to the approval of the Engineer and shall show the dates of commencement and completion of each subdivision of the Work. Any necessary revisions of this schedule will be arranged by mutual agreement of the Engineer and Contractor.

7.2 It is intended that Contractor perform the Work on the basis of the standard workweek for the area where the Plant is located. Contractor shall perform scheduled overtime in connection with the Work only at the written request, or with the prior written approval of Monsanto. When overtime is requested by Monsanto under a lump-sum type contract (or when the Work involved is on a maximum cost or unit-price basis), Monsanto will be liable beyond the contract price (maximum cost or unit price, as the case may be) only for the premium time over and above straight time, plus the additional payroll burden applicable to such premium time; provided, however, that Monsanto shall not be liable if such overtime is caused or necessitated by some failure of Contractor to fulfill any obligation under the Contract. Mere assent by Monsanto to the scheduling of overtime by Contractor shall not be construed as a request to schedule.

ARTICLE 8.0 DRAWINGS AND SPECIFICATIONS

8.1 Contractor shall keep in good order and available to the Engineer at the site of the Work current sets of all Drawings and Specifications.

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8.2 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 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.

ARTICLE 9.0 MONSANTO'S CONFIDENTIAL INFORMATION

9.1 Contractor agrees that he and his employes shall treat as Monsanto's confidential property and shall not use or disclose to others during or subsequent to the performance of the Work (except as is necessary to perform the Work 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 methods, designs, techniques, 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 employes in the performance of or in connection with the Work without in each instance securing the prior written consent of Monsanto.

9.2 The provisions of paragraph 9.1 shall not prevent Contractor from disclosing to others or using in any manner any information which Contractor can show:

9.2.1 Has been published and has become part of the public domain other than by acts or omissions of Contractor or his employes:

9.2.2. 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

9.2.3 Was in Contractor's possession on the date of the Contract and was not acquired by Contractor or his employes directly or indirectly from Monsanto or its employes.

For the purpose of this paragraph 9.2, no information obtained by Contractor or his employes from Monsanto shall be deemed to be in the public domain or in the prior possession of Contractor or his employes 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 employes.

9.3 Contractor shall restrict the knowledge of all information regarding the Work to as few as possible of his employes 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 or groups of persons involved in the Work on Contractor's behalf as Monsanto may designate to sign individual secrecy agreements in a form satisfactory to Monsanto.

ARTICLE 10.0 SHOP AND SETTING DRAWINGS — REVIEW AND APPROVAL

10.1 Contractor shall check and verify all field measurements and shall submit, with such promptness as to cause no delay in the Work or in the work of any other contractor, three copies, checked and approved by him, of all shop or setting drawings and schedules required for the work of the various trades. Such drawings and schedules shall be complete and detailed. The Engineer shall review them with reasonable promptness, making desired corrections; Contractor shall make all corrections required by the Engineer, file with him two corrected copies and furnish such other copies as may be needed. If Contractor considers any correction indicated on such drawings and schedules to constitute a change to the Drawings or Specifications, notice as required under Article 22.0 hereof shall be given to the Engineer.

10.2 The Engineer's review and/or approval of such drawings or schedules shall not be construed as a complete check but will indicate only that the general method of construction and detailing is satisfactory. Approval of such drawings or schedules will not relieve Contractor of the responsibility for any error which may exist as Contractor shall be responsible for the dimensions and design of adequate connections, details and satisfactory performance of the Work.

ARTICLE 11.0 SUBCONTRACTS

11.1 Contractor shall sublet to Subcontractors accepted by Monsanto all portions of the Work that Contractor's organization has not been accustomed to performing, that Monsanto may specify and that Monsanto and Contractor may

agree upon. Monsanto reserves the right to review and approve all subcontracts as to scope of the work to be performed and elements of cost. Such acceptance, review or approval or the failure to accept, review, or approve shall not be construed as relieving Contractor of any responsibility under the Contract.

11.2 Contractor shall have full directing authority over and responsibility for the performance of all portions of the Work he sublets and shall not be relieved of his full responsibility for the proper performance and completion of the Work because of such subletting.

11.3 As soon as practicable, and before making a commitment to any Subcontractor, Contractor shall notify the Engineer in writing of the names of the Subcontractors proposed for all parts of the Work and he shall not employ any Subcontractor concerning whom the Engineer has a reasonable objection.

11.4 If, before or after the execution of the Contract, Contractor has submitted a list of proposed Subcontractors which Subcontractors have been accepted by the Engineer and the change of any Subcontractor on such list is requested by Monsanto after such acceptance, any contract price, maximum cost or unit price involved shall be increased or decreased by the difference in cost reasonably occasioned by such change.

11.5 The Engineer may furnish to any Subcontractor evidence of the amounts paid or approved for payment to Contractor on account of the Subcontractor's work.

11.6 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 see to the payment of any moneys due any Subcontractor.

ARTICLE 12.0 RELATIONS OF CONTRACTOR AND SUBCONTRACTOR

12.1 Contractor agrees to bind every Subcontractor by the terms, conditions and provisions of the Contract applicable to his work, unless otherwise specifically agreed to in writing by Monsanto.

12.2 Contractor further agrees to be bound to the Subcontractor by all the obligations applicable to the Subcontractor's work that Monsanto assumes to Contractor under the Contract and by all the terms, conditions and provisions thereof affording remedies and redress to Contractor from Monsanto.

ARTICLE 13.0 SEPARATE CONTRACTS

13.1 Contractor agrees to cooperate fully with all other contractors and suppliers and to conform to all directions of the Engineer regarding the progress of the Work. Contractor shall afford such other contractors and suppliers reasonable opportunity for the delivery and storage of their equipment and materials and the execution of their work and shall properly connect and coordinate the Work with theirs.

13.2 If any part of the Work depends upon the work of another contractor or of Monsanto for proper execution or results, Contractor shall inspect said work and promptly inform the Engineer of any defects that render it unsuitable or of any discrepancies between it and the requirements of the Contract. His failure to report such defects or discrepancies shall constitute an acceptance by Contractor of the work of such other contractor or of Monsanto and an acknowledgment that the same is fit, suitable and proper for the reception of the Work, except as to defects which develop in the other work after the performance of the Work.

ARTICLE 14.0 MUTUAL RESPONSIBILITY OF CONTRACTORS

14.1 Should Contractor cause damage to any separate contractor or the work of such contractor, Contractor agrees, upon due notice, to settle with such contractor by agreement or arbitration, if the separate contractor will so settle. If such separate contractor institutes any action against Monsanto on account of any damage alleged to have been sustained, Monsanto shall notify Contractor who shall promptly defend such proceedings, if and to the extent Monsanto so requests. If any judgment against Monsanto arises therefrom, Contractor shall, at Monsanto's election, pay or satisfy it and reimburse Monsanto for all costs and expenses incurred on account of such proceedings.

ARTICLE 15.0 ENGINEER'S STATUS

15.1 The Engineer will be Monsanto's representative during construction and until final acceptance of the Work. The Engineer will provide general administration of the Contract and he will have authority to act on behalf of Monsanto to the extent provided in the Contract.

15.2 The Engineer will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. Contractor, not the Engineer or Monsanto, will be responsible for the construction means, methods, techniques, sequences and procedures and for safety precautions and programs.

15.3 Neither the Engineer's authority to act under the Contract, nor any decision made by him either to exercise or not to exercise such authority, shall give rise to any duty or responsibility of the Engineer to Contractor (or any of his employes), any of his Subcontractors (or any employe thereof), or any person, firm or corporation (or any employe thereof) directly or indirectly employed or engaged by either Contractor or any of his Subcontractors.

15.4 The Engineer will not be responsible for the errors, acts or omissions of Contractor (or any of his employes), any of his Subcontractors (or any employe thereof), or any person, firm or corporation (or any employe thereof) directly or indirectly employed or engaged by either Contractor or any of his Subcontractors.

ARTICLE 16.0 SURVEYS - CONCEALED DEVICES - PERMITS - TAXES - LAW

16.1 A base line and grade datum will be furnished to Contractor. Contractor shall locate and lay out the construction in accordance with the Drawings; field establish and maintain grades, lines, levels and locations required; and be responsible for the accuracy of the Work. Contractor shall, at his earliest opportunity but in any event prior to commencement of any construction, verify grades, lines, levels, locations and dimensions shown on the Drawings and report any errors or inconsistencies to the Engineer. Contractor shall furnish all surveys unless otherwise specified.

16.2 Contractor shall physically verify the locations of any subterranean or otherwise concealed devices shown on the Drawings or mentioned in the Specifications before commencing any portion of the Work which might endanger same. Contractor shall pay all costs, expenses and fees for damage to any such concealed devices shown on the Drawings or mentioned in the Specifications or of which Contractor has knowledge, or to any sidewalks, streets or other visible public or private property, and shall repair or replace all of such concealed devices and visible property at his expense. Contractor shall, upon request of Monsanto and as an addition to the Work, repair or replace any damaged concealed devices not shown on the Drawings or mentioned in the Specifications or not discoverable by Contractor in the exercise of ordinary care.

16.3 Permits (except Building Permits unless specifically provided for in the Contract), governmental fees and licenses shall be secured and paid for by Contractor.

16.4 Unless otherwise specified, Contractor shall give all legal notices.

16.5 Contractor shall comply with all Federal, State, county and local statutes, laws, ordinances, codes, rules and regulations bearing on the conduct of the Work. Contractor shall indemnify and save Monsanto harmless against any and all liabilities, penalties, demands, claims, causes of action, suits, losses, damages, costs and expenses which Monsanto may suffer, incur, be responsible for or pay out by reason of Contractor's failure to comply with any such statutes, laws, ordinances, codes, rules or regulations.

16.6 If Contractor observes that the Specifications or Drawings are at variance with any statutes, laws, ordinances, codes, rules or regulations, the Engineer shall be notified in writing and the necessary changes shall then be made as provided for in the Contract.

16.7 Contractor shall pay all applicable sales, consumer, use, service, occupation, privilege or other similar taxes required by law (including interest and penalties, if any) without reimbursement by Monsanto, unless otherwise specifically set forth in the Agreement. Contractor shall pay all Federal income, excise and all other Federal taxes and all State and Local income and property taxes, if any, arising in connection with the Work without reimbursement by Monsanto.

16.8 The Contract shall be construed and interpreted in accordance with the laws and judicial decisions of the place of construction.

ARTICLE 17.0 USE OF PREMISES - EMPLOYES

17.1 Contractor shall confine his apparatus, operations, workmen and the storage of his materials and equipment to limits indicated by statutes, laws, ordinances, codes, rules, regulations, permits and directions of the Engineer so as not to unreasonably encumber the premises.

17.2 Contractor shall confine his activities to the areas set aside for him to do his work and shall not interfere with any of Monsanto's activities or with work of other contractors. Unless specifically authorized by the Engineer, all persons engaged on the Work are prohibited from entering any Plant areas except those areas to which they are assigned.

17.3 Should any disturbance of existing installations be necessary, Contractor shall so inform the Engineer well in advance of the time contemplated for such disturbance. After a plan acceptable to the Engineer has been formulated, Contractor shall keep in close contact with the Work to see that it is executed in accordance with the agreed procedure; at no time shall this planning be entrusted to a foreman.

17.4 Contractor shall not load or permit any part of the construction to be loaded with a weight that will endanger its safety.

17.5 Contractor shall make proper provisions to receive, unload and store all materials, equipment and other things provided by him and said materials, equipment and other things shall be stored at his risk.

17.6 Contractor shall abide by and enforce the Engineer's instructions regarding signs, advertisements, fires, smoking, etc.

17.7 Contractor shall abide by and enforce Monsanto's rule which prohibits both the possession of a camera and the taking of pictures on Monsanto's property.

17.8 Persons considered by Monsanto to be under the influence of intoxicating beverages will not be admitted onto Monsanto's property nor shall intoxicating beverages be carried onto, or consumed within the limits of, Monsanto's property. Violation of this regulation will result in immediate and permanent removal of the individual from Monsanto's property.

17.9 Contractor shall at all times enforce strict discipline and good order among his employes, and shall not employ on the Work any unfit person or anyone not skilled in the work assigned to him. Contractor shall, upon notice from the Engineer, remove from the Work any employe objectionable to Monsanto.

17.10 Contractor agrees to advise and confer with Monsanto with regard to agreements with and/or obligations to labor organizations before commitments are made, and thereafter with regard to action in or settlement of pending work force interruptions, controversies, disputes and the like. Contractor agrees to abide by any disapprovals of Contractor's proposed actions which Monsanto makes known to the Contractor.

ARTICLE 18.0 PRODUCT APPROVAL - SUBSTITUTIONS

18.1 To afford time for proper investigation and checking, Contractor shall, within fifteen days after the execution of the Contract, submit to Monsanto for approval the names of all manufacturers, materialmen and dealers whom he proposes furnish materials or equipment. No manufacturer will be approved for furnishing any item in connection with the Work unless. in the opinion of Monsanto, he is of good reputation, has a plant of ample capacity, is a successful producer of such item and. in the case of a cost-plus contract between Monsanto and Contractor, submits prices and terms of payment acceptable to Monsanto.

18.2 In requesting prices, Contractor, subject to the provisions of Article 9.0 hereof, shall provide the manufacturer, materialman or dealer with all pertinent information from the Drawings and Specifications, plus all other pertinent information as to the requirements of the Contract.

18.3 Without causing delay in the Work, Contractor shall submit samples to the Engineer as specified or required and shall execute the Work in accordance with only such samples as are approved. Where the Specifications require the manufacturer's printed directions for installation, Contractor shall provide such directions with all samples or drawings submitted for approval. Contractor shall prepay transportation charges on all samples forwarded to the Engineer's office for approval.

18.4 Contractor shall not order any items for which samples are required nor shall he make any substitutions in such items until he has received the Engineer's approval, and he shall furnish items equal in every respect to the approved samples.

18.5 Where several items are specified by name for one use, Contractor may select any specified item. Whenever an item or class of material is specified exclusively by brand name, manufacturer's name or catalog reference, only such item shall be used, unless the Engineer's written approval for substitution is secured. Should Contractor desire to substitute another item for the one or more specified, he shall apply in writing to the Engineer for permission, stating his reasons for desiring to make such substitution and describing with particularity the addition or deduction involved.

18.6 No such approval shall relieve Contractor from responsibility for deviations from the requirements of the Contract or for the proper performance of the Work.

ARTICLE 19.0 CONSTRUCTION ITEMS AND REQUIREMENTS

19.1 Unless otherwise expressly stated in the Contract, Contractor shall provide and pay for all operations, labor, equipment, materials and all things (including, but not limited to, all items, tools, supplies, articles, appurtenances ap-

paratus machinery, appliances, scaffolding, utilities, services, sanitary facilities, supervision, transportation, incidentals and expenses) necessary for the proper performance of the services or construction of the facilities outlined in the Contract.

19.2 Unless otherwise expressly stated in the Contract, all materials and equipment shall be new and of good workmanship and quality. Contractor shall, if required, provide satisfactory evidence as to the kind and quality of the materials and equipment he will furnish.

19.3 Unless otherwise expressly stated in the Contract, all materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.

19.4 Certain items in the Drawings and Specifications may be noted as being furnished by Monsanto. Contractor, as part of the Work, shall provide approved storage facilities, unload, provide receipts for and store all materials, equipment and other items furnished by Monsanto or others for installation or erection by Contractor; if such items are already in storage, Contractor shall take custody of them when directed by the Engineer. Contractor shall check, account for, care for and protect such items in the same manner as if such items were to be furnished by him under the Contract.

19.5 As part of the Work, Contractor shall "rough-in", provide pipe or electrical connections and prepare the construction in every way for all items indicated to be subsequently provided by Monsanto.

19.6 Contractor agrees that Monsanto may receive such material, equipment and other items during the progress of the Work as it sees fit (even though various parts of the Work are not completed) without extra cost to Monsanto. Contractor further agrees to permit the placing of such equipment into operation by Monsanto's employes or representatives, and that such action shall not constitute acceptance of the Work or any part thereof or a waiver of any claims by Monsanto, nor shall it relieve Contractor of any of his responsibilities under the Contract.

ARTICLE 20.0 APPROVAL OF PAYMENTS - ACCEPTANCE - FINAL PAYMENT

20.1 If Contractor has made application for payment as set forth in the Agreement, the Engineer shall, within the time specified, approve for payment to Contractor such amount as the Engineer decides to be properly due, or give his reasons for withholding approval in accordance with Article 21.0 hereof.

20.2 Should Monsanto fail to pay the sum approved for payment by the Engineer within thirty days of such approval, Contractor, upon prompt request, shall receive, in addition to the sum approved, interest thereon at six percent per annum.

20.3 When Contractor considers the Work fully completed, he shall advise the Engineer in writing and request inspection and acceptance of the Work. Promptly thereafter, the Engineer shall make such inspection. When the Engineer finds the Work to be completed and acceptable, he shall promptly advise Contractor in writing that the Work has been fully completed and is accepted by him on behalf of Monsanto.

20.4 After such written acceptance of the Work, Contractor shall submit an appropriate application for final payment and Monsanto shall then make final payment within thirty days after receipt of such application. Such final payment shall not be due, however, until Contractor has, if requested by Monsanto, submitted evidence satisfactory to Monsanto that all payrolls, materials bills and other indebtedness connected with the Work have been paid.

20.5 If the Work has been substantially completed by Contractor, but full completion thereof is materially delayed through no fault of Contractor, Monsanto shall, without terminating Contractor's obligations under the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. Contractor shall make application for such payment, itemized and supported by evidence, as set forth in the Agreement.

20.6 Neither the making of partial payment to Contractor, nor the partial or entire use or occupancy of the Work by Monsanto, shall constitute an acceptance of the Work or any part thereof.

ARTICLE 21.0 WITHHOLDING OF PAYMENTS TO CONTRACTOR

21.1 Monsanto may withhold payment to Contractor to such extent as may be necessary to protect Monsanto from loss on account of:

21.1.1 Defective work not remedied;

21.1.2 Claims filed or evidence reasonably indicating the probable filing of claims;

21.1.3 The failure of Contractor to either make payments properly to Subcontractors, or for equipment, material or labor, or to provide evidence that such payments have been made;

21.1.4 Damage to another;

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21.1.5 Any cost for which Contractor is liable under the Contract; or

21.1.6 A breach by Contractor of any term, condition or provision of the Contract.

21.2 When the grounds for withholding payment are removed, payment of such withheld amounts shall be made.

ARTICLE 22.0 CHANGES IN WORK

22.1 Monsanto, without invalidating the Contract, may make changes in the Drawings or Specifications, issue additional instructions, let separate contracts to others for portions of the Work, designate itself as a supplier of labor, equipment or materials or require additions to or deductions from the Work (herein referred to as "changes"); and the contract price, the contract fee or the maximum cost, if any, shall be adjusted accordingly. The terms, conditions and provisions of the Contract shall apply to all such changes with the same effect as if such changes were a part of the Contract from the outset, except that any claim for an extension of time caused thereby shall be adjusted at the time such change is ordered.

22.2 In giving oral instructions, the Engineer shall have authority to make minor changes in the Work not involving extra cost and not inconsistent with the purposes of the Work; but otherwise, except in an emergency endangering life or property, no changes in the Work shall be made except pursuant to a written order from the Engineer and no claim for additional payment or reimbursement shall be valid without such an order.

22.3 If Contractor claims that written instructions from the Engineer, whether by Drawings, Specifications or otherwise, involve extra cost under the Contract (when the Work is on a lump-sum, maximum cost or unit-price basis), he shall give Monsanto written notice of such extra cost within ten days following the receipt of such instructions and, except in an emergency endangering life or property, before proceeding to carry out the instructions. No such claim shall be valid where the aforementioned procedure is not followed by Contractor.

22.4 The value of any such change in the Work (under a lump-sum, maximum cost or unit-price type contract) shall be determined in one or more of the following ways:

22.4.1 By estimate and acceptance in a lump sum;

22.4.2 By unit prices named in the Contract or subsequently agreed upon;

22.4.3 By cost-plus-a-fixed fee;

22.4.4 By cost-plus-a-percentage fee as set forth in the Agreement or as may be subsequently agreed upon.

22.5 When Contractor receives a written order as set forth herein, he shall proceed with the change. When the value is to be determined as set forth in subparagraphs 22.4.2, 22.4.3 or 22.4.4, Contractor shall keep a correct account of all quantities of labor, equipment, materials, etc., and costs therefor, itemized in such form and supported by such evidence as stated in the Agreement, and shall present it to the Engineer who shall approve such amounts as he determines to be due to Contractor.

22.6 Contractor shall promptly, and before such conditions are disturbed, notify the Engineer in writing of: (a) subsurface or latent physical conditions at the site differing materially from those indicated in the Contract, 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 character provided for in the Contract. The Engineer shall promptly investigate the conditions, and if he finds that such conditions do so materially differ and 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.

ARTICLE 23.0 CORRECTION OF WORK BEFORE FINAL PAYMENT

23.1 Contractor shall promptly remove from the Plant all Work condemned by the Engineer as failing to conform to the Contract. Contractor shall promptly replace and re-execute such condemned Work in accordance with the Contract and without expense to Monsanto. Contractor shall also bear the expense of making good all work of other contractors which has been destroyed or damaged by such removal, replacement or re-execution.

23.2 If Contractor does not remove such condemned Work within ten days, or such longer time as may be fixed by written notice from Monsanto to Contractor, Monsanto may remove said Work and may store the material or equipment at the expense of Contractor. If Contractor does not pay the expenses of such removal and storage within ten days' time thereafter, Monsanto may, upon ten days' prior written notice, sell such materials or equipment at auction

or at private sale; provided, ho..ver, that Monsan'o shall account to Contr. .or for the net proceeds thereof, after deducting all the costs and expenses that should have been borne by Contractor. In the event that such costs and expenses exceed the proceeds of the auction or private sale, Contractor shall promptly pay such excess to Monsanto upon its request.

ARTICLE 24.0 WARRANTY AND GUARANTY

24.1 Contractor warrants that he shall use sound engineering and construction principles and practices in the performance of the Work and that he shall apply to the Work that degree of skill, care, judgment and supervision necessary to assure that the Work shall be of the highest quality, with workmanship proper, fit, suitable 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 guaranties 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 Contract or such longer period as may be either provided in the Contract or as may be available to Contractor without additional cost to Monsanto. In the event that any of the aforesaid warranties are not fulfilled, Contractor guarantees that he shall promptly reimburse Monsanto for its cost in making suitable repairs or replacements or, at Monsanto's option, promptly make suitable repairs or replacements at his own expense. In either case, Contractor shall also pay for any resulting damage to other property and work occasioned by his breach of any of the aforementioned warranties or guaranties.

24.2 Monsanto's rights under paragraph 24.1 are in addition to and without limitation or waiver of any other rights or remedies, at law or in equity, which it may either have under the Contract or to which it may otherwise be entitled.

ARTICLE 25.0 DEDUCTIONS FOR UNCORRECTED WORK

25.1 If Monsanto deems it inexpedient to correct damaged or defective Work, an equitable deduction from any amounts otherwise due Contractor shall be made therefor.

ARTICLE 26.0 DELAYS AND EXTENSIONS OF TIME

26.1 If, in the opinion of the Engineer, Contractor is delayed at any time in the progress of the Work by any act or neglect of Monsanto, other than such acts as relate to changes in the Work as provided for in Article 22.0 hereof, or by separate contractor employed by Monsanto, then the time of completion shall be extended for such reasonable time as the Engineer may decide and Contractor shall be reimbursed for any direct damages which Contractor can show were incurred as a direct result of such delay.

26.2 No such extension, nor reimbursement for any direct damage, shall be made for delay or damage occurring more than seven days before a claim therefor is made in writing to the Engineer. In the case of a continuing cause of delay, only one claim is necessary.

26.3 If no schedule or agreement is made stating the dates upon which Drawings shall be furnished by Monsanto, then no claim for delay shall be allowed on account of failure to furnish Drawings; provided, however, that if such Drawings have not been furnished within two weeks after a demand therefor, then only such claim as is reasonable for delay in excess of said two weeks shall be allowed.

26.4 No delay in performance by either party hereto shall constitute default hereunder or give rise to any claims for damage if, and to the extent, such delay is caused by occurrences beyond the control and without the fault or negligence of the party affected, including, but not limited to, acts of God or the public enemy, expropriation or confiscation of facilities, compliance with any order of any governmental authority, acts of war, rebellion or sabotage, fires, floods, explosions, riots, strikes, unusual delay in transportation or unavoidable casualties.

26.5 This Article 26.0 does not preclude the recovery of damages for delay occasioned by Contractor's fault or negligence under the Contract.

ARTICLE 27.0 MONSANTO'S RIGHT TO DO WORK

27.1 If, in the opinion of the Engineer, Contractor neglects to prosecute the Work properly or fails to perform any term, condition or provision of the Contract, Monsanto, after three days' written notice to Contractor, may, without prejudice to any other available remedy, make good such deficiencies and deduct the cost thereof from payment either then or thereafter due Contractor.

ARTICLE 28.0 MONSANTO'S RIGHT TO TERMINATE CONTRACT

28.1 If Contractor should be adjudged bankrupt or insolvent; if he makes a general assignment for the benefit of his creditors; if a trustee or receiver should be appointed on account of his insolvency or for any of his property; if he files a petition to take advantage of any debtors' act or to reorganize under bankruptcy or similar laws; if he persistently or repeatedly refuses or fails (except in cases for which extension of time is provided) to supply enough properly skilled workmen or proper materials or equipment; if he should fail to make prompt payment to Subcontractors or for labor, material or equipment; if he should persistently disregard statutes, laws, ordinances, codes, rules or regulations; or if he should otherwise be guilty of substantial violation of any term, condition or provision of the Contract, then Monsanto, without prejudice to any other right or remedy and after giving the Contractor seven days' written notice, may terminate the Contract, take possession of the premises and all materials, equipment and all else thereon, and finish the Work by whatever method Monsanto deems expedient. In the event any of the aforementioned events occur, payment shall be handled in the following manner:

28.1.1 Under a lump-sum or unit-price type contract, Contractor shall not be entitled to receive further payment until the Work is finished; if the unpaid balance of the contract price exceeds Monsanto's expense of finishing the Work, including compensation for additional engineering, managerial, administrative and legal services, such excess shall be paid to Contractor; if such Monsanto expenses exceed such unpaid balance, Contractor shall promptly pay the difference to Monsanto upon its request.

28.1.2 Under a cost-plus type contract, Contractor shall be paid for the balance of all payments reimbursable to him under the Contract, but no additional payments will be made on account of fee except unpaid installments of fee accrued prior to the month of termination; Monsanto shall also pay to Contractor fair compensation, either by purchase or rental at the election of Monsanto, for any construction equipment retained.

28.2 By giving written notice to Contractor, Monsanto may also at any time terminate the Contract for its convenience even though none of the instances set forth in paragraph 28.1 have occurred and, as part of said notice or within a reasonable time thereafter, may order Contractor to stop the Work, to sell at auction or private sale any unincorporated materials or equipment at the site of the Work, and to remove his tools and equipment from said site. In the event Monsanto elects to terminate the Contract for its convenience, payment shall be handled in the following manner.

28.2.1 Under a lump-sum or unit-price type contract, Contractor shall be entitled to receive prompt payment from Monsanto for all costs actually and necessarily incurred by Contractor in performing the Work up to the effective date of the termination notice, less amounts previously paid and less amounts recovered through sale of materials, equipment and all other items not yet incorporated into the Work, plus actual and necessary cancellation penalties for undelivered materials or equipment on order, plus such reasonable fee on the portion of the Work completed as shall be decided by mutual agreement between Monsanto and Contractor; provided, however, that Contractor's fee shall not be less than one percent of the Contract Price or $200.00, whichever is smaller.

28.2.2 Under a cost-plus type contract, Contractor shall be paid for the balance of all payments reimbursable to him under the Contract, plus a fee computed upon the cost of the Work to date at the rate of percentage named in the Contract; or if Contractor's fee is stated as a fixed sum, Monsanto shall pay Contractor such an amount as will increase the payments on account of his fee to a sum which bears the same ratio to the said fixed sum as the cost of the Work at the time of termination bears to a reasonable estimate of the cost of the Work had it been completed; provided, however, that Contractor's fee shall not be less than one percent of the anticipated job cost or $200.00, whichever is smaller.

In either case under this paragraph 28.2, 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 prior to receiving any notice of termination.

28.3 Contractor shall, as a condition precedent to receiving the payments mentioned in this Article 28.0, execute and deliver all such papers and take all such steps, including the legal assignment of his contractual rights, as Monsanto may require for the purpose of fully vesting in it the rights and benefits of Contractor under such contracts, obligations or commitments which Contractor has undertaken or incurred in connection with the Work and which Monsanto is assuming.

28.4 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 or others may have against Contractor arising out of or in connection with the Con-

tract or the Work until such claims have been settled. No payment shall be due until Contractor has submitted evidence satisfactory to the Engineer that all payrolls, materials bills and other indebtedness connected with the Work have been paid.

ARTICLE 29.0 INSPECTION - TESTING

29.1 Monsanto and its representatives shall at all times have access to the Work wherever it is in preparation or progress and Contractor shall provide safe and proper facilities for both access and inspection.

29.2 If the Specifications, the Engineer's instructions, or any statutes, laws, ordinances, codes, rules or regulations, or any public authorities require the Work, or any part thereof, to be specially tested or approved, Contractor shall give the Engineer timely notice of its readiness for inspection and, if the inspection is by an authority other than the Engineer, of the date fixed for such inspection; and Contractor shall secure all required certificates of inspection. Inspections by the Engineer shall be made promptly and, where practicable, at the source of supply. If any Work should be covered without the approval or consent of the Engineer, said Work must, if required by the Engineer, be uncovered for examination at Contractor's expense.

29.3 Re-examination of questioned Work may be ordered by the Engineer; and if so ordered, such Work must be uncovered by Contractor. If such Work is found to be in accordance with the Contract, Monsanto shall pay the cost of uncovering, re-examination and replacement. If such Work is found not to be in accordance with the Contract, Contractor shall pay all such costs, unless it is found that the defect in the Work was caused by another contractor separately employed by Monsanto; in which event Monsanto shall pay such costs.

ARTICLE 30.0 CLEANING UP

30.1 Contractor shall at all times keep all areas of the Work free from accumulations of waste materials or rubbish; and at the completion of the Work he shall remove all rubbish, tools, scaffolding and surplus materials from and about said areas and shall leave the Work "broom-clean" or its equivalent, unless more exactly specified.

30.2 If Contractor at any stage of the Work fails to clean up as required herein, Monsanto may remove the rubbish and charge to Contractor the entire cost or such portion thereof as the Engineer considers proper.

ARTICLE 31.0 CUTTING - PATCHING

31.1 Contractor shall do all cutting, fitting or patching of the Work that may be required to make its several parts come together properly and shall fit such Work to receive or be received by work of other contractors shown upon, or reasonably implied from, the Drawings and Specifications, and he shall patch and repair after the work of other contractors as the Engineer may specify.

31.2 Any cost caused by defective or ill-timed work shall be borne by the party who, in the opinion of the Engineer, is responsible therefor.

31.3 Contractor shall not endanger the Work or the work of any other contractor by cutting or otherwise altering either without the consent of the Engineer.

ARTICLE 32.0 PROTECTION OF WORK, PROPERTY AND PERSONS

32.1 Contractor shall continuously maintain adequate protection of the Work from damage and he shall protect property at the site of the Work and adjacent thereto from injury or loss arising in connection with the Work.

32.2 Contractor shall provide for the safety of all personnel on the Work and others who may be affected thereby; comply with Monsanto's policies, practices and rules for the Plant; comply with Federal, State, county and municipal or local safety laws and building codes to prevent accidents, injury to persons or damage to property; erect and maintain necessary safeguards for protection of workmen and the public; and post danger signs warning against hazards created by construction features such as protruding nails, hod hoists, well holes, elevator hatchways, scaffolding, openings, stairways and falling materials. Contractor shall protect excavations, trenches and construction from damage from rain water, spring water, ground water, backing up of drains, sewers or any other water, and shall provide such pumps, equipment or enclosures as are needed. Contractor shall construct and maintain necessary temporary drainage and shall pump as necessary to keep the excavation or lowest level of the construction water-free. Contractor shall remove snow or ice as necessary for the safety of persons and property and for the proper protection of the Work.

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32.3 Contractor shall designate a responsible member of his organization on the Work to prevent accidents and shall give Monsanto the name of the man so designated. In the event of any accident, Contractor shall assist the Engineer in completing Monsanto's Accident Report Form for its Safety Department and shall within thirty days of such accident, furnish Monsanto with a copy of all other accident reports.

32.4 In an emergency affecting the safety of life, the Work or adjoining property, Contractor, without special instructions or authorization from Monsanto, shall act at his own discretion to prevent threatened injury or loss. Compensation claimed by Contractor on account of any emergency work shall be agreed upon promptly by negotiation.

32.5 Contractor shall remove any Work damaged by his failure to provide proper protection and shall replace the Work so damaged with new Work, all at no cost to Monsanto.

ARTICLE 33.0 PROSECUTION OF THE WORK

33.1 Contractor shall supervise and direct the Work with efficiency and with his best skill and attention. Contractor shall be solely responsible for construction means, methods, techniques, sequences and procedures and for safety precautions and programs.

33.2 Contractor shall assign key personnel to direct and manage the Work on a continuing basis and shall maintain at the site of the Work the necessary material, construction equipment in good operating condition, skilled workmen and all other things required to properly, safely and expeditiously prosecute the Work to completion.

33.3 Contractor shall keep on the Work during all stages of its progress a competent superintendent and any necessary assistants, all satisfactory to the Engineer. The superintendent shall not be changed except with the consent of the Engineer, unless the superintendent proves to be unsatisfactory to Contractor or ceases to be in his employ. The superintendent shall be Contractor's representative and shall have authority to act on behalf of Contractor. All directions, notices and instructions given to the superintendent shall be as binding as if given to Contractor.

ARTICLE 34.0 CASH ALLOWANCES

34.1 The Contract Price or Maximum Cost shall include all cash allowances named in the Contract for supplying certain materials for the Work, subject to adjustment after final selection by Monsanto with respect to quality and type of materials to be supplied. Any difference between the cash allowances and the actual cost to Contractor of the materials shall be debited or credited, as the case may be. to the account of Monsanto.

34.2 Contractor agrees that the Contract Price or Maximum Cost includes sums for expenses and profit on account of such cash allowances as he deems proper and that no adjustments for expenses and profit shall be made on account of such adjustments of the cash allowances.

ARTICLE 35.0 BONDS

35.1 Contractor, if required by Monsanto at any time during the term of the Contract, shall furnish bonds covering the faithful performance of the Contract and the payment of all obligations arising in connection therewith, said bonds to be in such form and amount as Monsanto prescribes and with sureties which it approves. Under a lump-sum, maximum cost or unit-price type contract, if such bonds are required by instructions given prior to the submission of bids, the premiums shall be borne by Contractor; if subsequent thereto, they shall be borne by Monsanto. Each such bond shall contain a provision to the effect that changes in the Work and/or modifications to the Contract shall in no way relieve the surety of its obligations.

ARTICLE 36.0 LIENS AND CLAIMS

36.1 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.

ARTICLE 37.0 TITLE T WORK

37.1 The title to all Work completed or in the course of construction at the site of the Work shall be in Monsanto; and title to all materials, equipment and all other things intended for incorporation into the Work shall pass to Monsanto upon delivery at the Plant. Such passage of title shall not, however, relieve Contractor of any of his obligations under the Contract.

ARTICLE 38.0 ASSIGNMENT

38.1 Contractor shall not assign the Contract in whole or in part 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.

ARTICLE 39.0 PATENT INFRINGEMENT

39.1 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:

39.1.1 Monsanto shall be responsible for all such loss when it or the Engineer 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 Engineer in writing and unless Contractor does so inform the Engineer, Contractor shall be responsible for any loss suffered by Monsanto as a result of such omission.

ARTICLE 40.0 WAIVER - MODIFICATION - AMENDMENT

40.1 Except as otherwise specifically provided in the Contract, no waiver, modification or amendment of any term, condition or provision of the Contract shall be valid or of any force or effect unless made in writing, signed by the parties hereto or their duly authorized representatives, and specifying with particularity the nature and extent of such waiver. modification or amendment. No such waiver, modification or amendment shall, in any event, be construed to be a general waiver, abandonment, modification or amendment of any of the terms, conditions or provisions of the Contract, but the same shall be strictly limited and restricted to the extent and occasion specified in such writing.

ARTICLE 41.0 CONFLICTS IN THE CONTRACT

41.1 In the event of conflicts in the Contract, the parts thereof shall take precedence and control in the following order:

41.1.1 Agreement;

41.1.2 General Conditions;

41.1.3 Drawings and Specifications.

Figure dimensions on the Drawings shall govern over scale dimensions, and detail Drawings shall govern over general Drawings.

ARTICLE 42.0 TIME - ENTIRE AGREEMENT - CAPTIONS

42.1 All time limits stated in the Contract are of the essence thereof.

42.2 The Contract sets forth the entire agreement between Contractor and Monsanto with respect to the subject matter thereof. All prior negotiations and dealings regarding the subject matter thereof are superseded by and merged into the Contract..

42.3 Captions used in the Agreement and General Conditions are inserted for convenience of reference only and shall not affect the construction of the Article captioned.

ARTICLE 43.0 CONTRACTOR'S STATUS - RESPONSIBILITY

43.1 Contractor is and shall remain an independent contractor in the performance of the Work, maintaining complete control of his workmen and operations. Neither Contractor nor anyone employed or engaged by him shall become an agent, representative, servant or employe of Monsanto in the performance of the Work or any part thereof.

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43.2 Contractor agrees that he is fully responsible to Monsanto for the errors, acts and omissions of his employes, his Subcontractors (and the employes thereof) and of all persons, firms and corporations (and the employes thereof) directly or indirectly employed or engaged by him or any of his Subcontractors, all as if such errors, acts and omissions were his own.

ARTICLE 44.0 SURVIVAL OF OBLIGATIONS – SUCCESSORS AND ASSIGNS

44.1 The obligations of Contractor and the rights of Monsanto then accrued as well as those under Article 6.0 of the Cost-Plus Agreement and Articles 2.0, 8.0, 9.0, 12.0, 14.0, 16.0, 20.0, 24.0, 28.0, 36.0, 38.0, 39.0, 43.0, and 44.0 of these General Conditions shall survive any 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 and rights are and shall be of a continuing nature and effect.

44.2 Contractor and Monsanto for themselves, their successors, executors, administrators and assigns agree to the full performance of their respective covenants and obligations under the Contract.

ARTICLE 45.0 STOP WORK ORDER

45.1 Monsanto may, at any time, by written order to Contractor, require Contractor to stop all, or any part, of the Work for a period of 90 days after the order is delivered to Contractor, and for any further period to which the parties may agree. Any such order shall be specifically identified as a Stop Work Order issued pursuant to this Article. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the Work covered by the order during the period of work stoppage. Within the aforementioned 90 day period of work stoppage, or any extension thereof to which the parties shall have agreed, Monsanto shall either:

45.1.1 cancel the Stop Work Order, or

45.1.2 terminate the Work covered by such order pursuant to paragraph 28.2 hereof.

45.2 If a Stop Work Order issued under this Article is canceled or the period of the order or any extension thereof expires, Contractor shall resume the Work.

45.2.1 Under a lump-sum, maximum cost or unit price type contract, an equitable adjustment shall be made in the completion date and/or the Contract Price.

45.2.2 Under a cost-plus type contract, an equitable adjustment shall be made in the completion date and/or Contractor's fixed fee, if any; and in addition, Contractor shall be paid for reimbursable costs as defined in Article 3.0 of the Agreement.

In any case, however, the Contract shall be adjusted and modified in writing accordingly under this Article only if and to the extent that:

45.2.3 the Stop Work Order results in an increase in the time required for, or in Contractor's cost properly allocable to, the performance of the Work, and

45.2.4 Contractor asserts a claim for such adjustment within thirty (30) days after the end of the period of work stoppage.

45.3 If a Stop Work Order is not canceled and the Work covered by such order is terminated pursuant to paragraph 28.2 hereof, the reasonable costs resulting from the Stop Work Order shall be allowed in arriving at any settlement under said paragraph 28.2.

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ADDENDUM NO. 1

GENERAL CONDITIONS OF THE CONTRACT

ARTICLE 46.0 PREFABRICATED ITEMS

46.1 Contractor agrees to install prefabricated or factory assembled units and/or materials where specified or supplied by Monsanto.

46.2 Contractor agrees to purchase prefabricated or factory assembled units, materials, and equipment to obtain the best cost/quality alternative.

ARTICLE 47.0 LABOR RELATIONS

47.1 Contractor agrees to make every reasonable effort to employ the maximum number of apprentices, or trainees or both, in each craft during the performance of the Work, unless specifically excused by Monsanto.

47.2 Contractor shall exercise his management rights which include, but are not limited to, the right to hire, discharge, promote and transfer employees, to select and remove foremen or other levels of supervision, to establish and enforce reasonable standards of production, to introduce, where feasible, labor-saving equipment and materials, to determine the number of employees required to perform the Work, and to establish, maintain and enforce rules and regulations conducive to efficient and productive operations.

47.3 Within two weeks of notice to proceed with the Work, Contractor shall submit a manpower plan to Monsanto which shall include:

47.3.1 A projection of the manpower required by classification, on a month-by-month basis until completion of the Work.

47.3.2 A determination of the actual number of craftsmen and apprentices available for the Work in the appropriate geographical area throughout its duration.

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ADDENDUM NO. 1

GENERAL CONDITIONS OF THE CONTRACT

47.3.3 A course of action to enable Contractor to man the Work, especially during periods of projected labor shortages. This may include, but need not be limited to training programs, or hiring workmen directly when union referral agreements, if any, fail to provide sufficient manpower.

ADDENDUM NO. 2

TO THE

GENERAL CONDITIONS OF THE CONTRACT

ARTICLE 48.0 EQUAL OPPORTUNITY

48.1 It is Monsanto's desire that females and persons of minority classifications be afforded an equal opportunity with other persons to be part of the workforce associated with Monsanto's capital projects. In the furtherance of this objective, Contractor shall comply with the following listed requirements in his performance of this Contract.

48.1.1 Contractor will not discriminate against any employe or applicant for employment because of race, creed, color, religion, sex, or national origin. Contractor will employ applicants and treat employes, during employment, without regard to their race, creed, color, religion, sex, or national origin. This requirement shall apply to, but not be limited to: employment, upgrading, demotion or transfer; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

48.1.2 Contractor will, in all solicitations or advertisements for employes placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, sex, or national origin or state that Contractor is "An Equal Opportunity Employer".

48.1.3 Contractor shall submit to Monsanto monthly (or periodically upon Monsanto's request) a written report in the form of Attachment 1 hereto setting forth (a) the total number of employes engaged and used

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by Contractor . his performance of this Con. .ct, and (b) the total number of his female employes and minority employes of each minority classification engaged and used by Contractor in his performance of this Contract.

48.2 To the extent consistent with and not in violation of the foregoing provisions of this Article 48.0 and any applicable law, Contractor (in his performance of the Contract) will make a good-faith effort to:

48.2.1 Seek out females and persons of minority classifications as applicants for employment; and

48.2.2 Engage and utilize females and persons of minority classifications to the extent reasonably possible.

48.3 In the event of the Contractor's noncompliance with this EQUAL OPPORTUNITY requirement, this Contract may be cancelled, terminated or suspended in whole or in part.

48.4 For purposes of this Article 48.0, the term "minority" shall mean a person who's a member of a minority classification, and each of the following shall constitute a minority classification: Blacks (not of Hispanic origin), Hispanic-Americans, Americans who are Asians or Pacific Islanders, American Indians and Alaskan natives.

ARTICLE 49.0 USE OF MINORITY BUSINESS ENTERPRISES

49.1 It is Monsanto's desire that minority business enterprises shall have the maximum practicable opportunity to participate in the Work. To carry out this desire, Contractor agrees to extend to known, qualified minority business enterprises an equitable opportunity to compete for subcontracts and purchase orders applicable to the Work, and in the award of his subcontracts and purchase orders, to use qualified competitive minority business enterprises to the fullest extent consistent with efficient performance of the Work.

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49.2 As used in this Article 49.0, the term "minority business enterprise" means a business, at least 50 percent of which is owned by minority group members or, in case of publicly owned businesses, at least 51 percent of the stock of which is owned by minority group members. For the purpose of this definition, minority group members are Blacks, Spanish-Americans, American-Orientals, American-Indians, American-Eskimos, and American Aleuts. Contractor may rely on written representations by subcontractors regarding their status as minority business enterprises in lieu of an independent investigation.

ARTICLE 50.0 SUBCONTRACTS

50.1 Contractor agrees to furnish Monsanto with a list of all subcontractors prior to awarding the work as stated in Article 11.0-Subcontracts.

ARTICLE 51.0 SPECIAL ENVIRONMENTAL REQUIREMENTS

51.1 If materials or soil known to be contaminated by hazardous chemicals is excavated, Monsanto will provide instructions for protection against exposure and instructions for disposition of excavated material including the hazardous waste disposal site and will be responsible for the material or soil. If, during excavation, material or soil suspected of being contaminated by hazardous materials are encountered, the Engineer shall be notified. The Engineer shall contact a Plant representative who will determine the nature and extent of contamination, if any, and issue the appropriate instructions for handling the material or soil.

51.2 Monsanto shall provide environmental monitoring for the work. The results of such environmental monitoring, such as air sampling, performed by Monsanto during the execution of this Work shall be provided to Contractor.

EQUAL EMPLOYMENT OPPORTUNITY

MONTHLY REPORT, CONTRACTOR MINORITY HIRING

_____
(Month/Year)

CONTRACTOR _____

CONSTRUCTION SITE _____

PAYROLL PERIOD _____

JOB CATEGORIES	NUMBER OF EMPLOYEES										
		MALE					FEMALE				
	Overall Totals (Sum of Col. B thru K) A	White (Not of Hispanic Origin) B	Black (Not of Hispanic Origin) C	Hispanic D	Asian or Pacific Islander E	American Indian or Alaskan Native F	White (Not of Hispanic Origin) G	Black (Not of Hispanic Origin) H	Hispanic I	Asian or Pacific Islander J	American Indian
Officials and Managers											
Professionals											
Technicians											
es Workers											
Office and Clerical											
Craft Workers (Skilled)											
Operatives (Semi-Skilled)											
Laborers (Unskilled)											
Service Workers											
TOTAL											

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APPENDIXES

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SAFETY RULES

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SUPPLEMENTAL

SUPPLEMENTARY GENERAL CONDITIONS

ARTICLE 1. Job Site Location

1.1 Monsanto Company, Luling, Louisiana

ARTICLE 2. Shipping Instructions

2.1 All contractor supplied material shall be consigned to the Contractor, attention of his representative, c/o Monsanto Company, The Luling Plant. All deliveries will enter plant through Gate 11.

2.2 Deliveries accepted 8:00 A.M. to 3:00 P.M. - Monday through Friday only.

ARTICLE 3. Interference with Plant Operation

3.1 The Contractor shall confine his activities to the areas set aside for him to do his work and shall not interfere with any of Monsanto's activities. Unless specifically authorized by the Engineer, the Contractor's employees are prohibited from entering any plant area except those areas to which they are assigned. Work areas will be kept neat and clean at all times; daily cleanup is mandatory.

3.2 Should any disturbance of existing installations be necessary, the Contractor shall so inform the Engineer well in advance of the time contemplated for the disturbance. After a plan acceptable to the Engineer has been formulated, the Contractor shall keep in close contact with the work to see that it is executed in accordance with the agreed procedure. At no time shall this planning be entrusted to a foreman.

3.3 Due to the necessity of insuring against interruption of the continuous operation of operating plant activities, the Contractor will be required to have a competent responsible supervisor in charge at the site at all hours on which his mechanics or those of his subcontractors are employed on the work.

ARTICLE 4. Services by Company

4.1 During the progress of the work, Monsanto, upon written request from the Contractor or his authorized representatives, may furnish at the option of Monsanto, certain services to the Contractor. Services by Monsanto, excepting those specified to be furnished free of charge, will be billed to the Contractor at cost plus thirty-five percent.

ARTICLE 5. Monsanto's Equipment

5.1 Monsanto's equipment will not be loaned to the Contractor's employees, except as authorized by the Engineer.

ARTICLE 6. Cost Reports

6.1 The Contractor shall furnish cost reports satisfactory to the Engineer so that the contract costs may be broken down in accordance with Monsanto's Project Control Manual.

SUPPLEMENTARY CONDITIONS

ARTICLE 7. Telephone

7.1 Telephone service, if desired, must be arranged and paid for by the Contractor, except where prior arrangements with the engineer have been made.

ARTICLE 8. Toilet Facilities

8.1 Job toilet facilities must be provided by the Contractor. These facilities shall be constructed and used in a manner that will not violate any sanitary regulations or cause any inconvenience or nuisance to Monsanto, its representative or employees. The type of toilet facilities provided by the Contractor will be subject to the approval of the Engineer. Under no condition will plant sanitary facilities be used by contractor personnel.

ARTICLE 9. Change Rooms

9.1 Clothes changing facilities for contractor employees, if required, will be provided by the Contractor. Should a trailor, shed, etc., be furnished by the Contractor for this service, it will be located in an area designated by the Engineer.

ARTICLE 10. Parking Facilities

.1 Parking space will be available at the plant site in an area designated by the Engineer.

ARTICLE 11. Water

11.1 Water for construction purposes will be available. The Contractor shall supply his own apparatus such as hose, buckets, connections, etc.

ARTICLE 12. Power and Lighting

12.1 Electric light and power will be made available for the Contractor within reasonable demands. The Contractor will be required to provide his own panel board, extension cords, welding receptacles, etc. Connection to the supply will be made by Monsanto.

12.2 All electrical equipment will be properly grounded.

12.3 Electrical characteristics are:

a. Power - 440 V - 3 phase - 60 cycles AC - 30 AMP Max. (1 circuit available)

b. Lighting - 110 V - Single phase - 60 cycles AC - 20 AMP Max. (1 circuit available)

ARTICLE 13. Compressed Air

13.1 The Contractor shall be responsible for furnishing his own compressed air.

SUPPLEMENTARY CONDITIONS

ARTICLE 14. Temporary Heat and Air Conditioning

14.1 The Contractor shall supply his own temporary heat and air conditioning. The type of equipment to be used must be approved by the Engineer and the use of the equipment must be in accordance with Article 23, "Fire Protection".

ARTICLE 15. Identification Badges

15.1 Each employee of the Contractor working in The Luling Plant will be required to wear contractor's identification badge. The Contractor will furnish Monsanto with a list of persons employed by him or by his subcontractors and will keep this list current taking particular care to remove from this list the names of those persons no longer employed by the Contractor on this work. The Contractor will arrange to have his employees enter and leave the plant only through the gate specified by the Engineer.

ARTICLE 16. Watchman Service

16.1 Watchman will be on the premises and will exercise reasonable care to prevent the loss of the Contractor's materials, however, it is the contractor's responsibility to take precautions against theft and shall be responsible for all material, tools and equipment, either personally owned or issued by Monsanto.

ARTICLE 17. Railroad Clearances

17.1 When it is necessary to work adjacent to a switch track, care must be taken that equipment and material do not encroach on the clearance area required by law. This is 8'6" on both sides of the track. Overhead clearance is 22'6" above the top of the rail. All equipment and materials must be removed from these clearances at the end of each work day unless other arrangements have been made and approved by the Engineer. Proper notification must be given to the railroad company. Contractor must get approval from the Engineer before any work or equipment can be operated on/or near the railroad tracks.

ARTICLE 18. Safety

18.1 All work or operations must conform with established Monsanto practices in order to insure the maximum in safety and fire precautions. Information concerning such practices in each area will be secured from the Engineer.

18.2 All safety and security regulations of Monsanto's Luling Plant shall be observed without deviation by all the Contractor's employees. Some of these regulations are listed herein, and the Contractor will be issued a complete copy of The Luling Plant Safety Rules and Requirements prior to the start of any work in the plant.

18.3 All safety and protective equipment required to meet The Luling Plant safety requirements will be furnished by the Contractor.

18.4 Special emphasis is placed on use and movement of heavy equipment, especially crane type equipment, onto and within The Luling Plant. Without exception, no heavy equipment is to brought onto plant property without prior notification to the Engineer and review of such hazards as electrical power lines, etc.

SUPPLEMENTARY CONDITIONS

.5 All contractors employees shall wear as a minimum, hard hats and safety glasses. (Safety shoes are highly recommended.)

18.6 Long hair shall be secured under the hard hat to prevent it getting entangled with any moving or rotating parts.

18.7 Whenever welding or burning must be conducted at high elevations, wherein hot slag or sparks could fall through grating to lower floors, a fire watch with water hose and/or fire extinguisher will be required on each floor through which sparks could fall.

ARTICLE 19. Work Involving Tie-In to Existing Equipment

19.1 Construction work is not to be started in any Operating Department without the prior knowledge of and clearance with the Operating Foreman, who must see that the equipment is safe to work on. NONE OF MONSANTO'S EQUIPMENT SHALL BE STARTED OR STOPPED BY CONTRACTOR'S OR SUBCONTRACTOR'S EMPLOYEE. VALVES IN ANY OPERATING DEPARTMENT SHALL BE OPERATED EXCLUSIVELY BY MONSANTO PERSONNEL.

ARTICLE 20. Smoking

20.1 Smoking is prohibited in the plant except in designated posted smoking areas. These specific areas will be designated by the Monsanto Field Engineer. At the discretion of the Contractor, smoking time may be allowed the workmen, but they shall extinguish butts in sand buckets or containers provided before they leave the smoking area.

ARTICLE 21. Aisles and Exits

21.1 Aisles, operations areas, safety showers, fire equipment, alleys, streets and exits must be kept free of obstructions.

ARTICLE 22. Traffic Rules

22.1 The speed limit is 20 MPH.

22.2 Vehicles shall stop at all stop signs.

22.3 Vehicle and equipment operators shall observe all railroad crossings and switch signs and follow the instructions on them.

22.4 Vehicles shall slow down and sound horn at all blind corners and building entrances.

22.5 Some plant passageways are restricted to the passage of motor vehicles. The Engineer will secure clearance on passages through which Contractor's vehicles may operate.

ARTICLE 23. Fire Protection

23.1 The Contractor shall, in all of his operations, conform to all fire regulations in effect for The Luling Plant. He shall do no burning, welding, grinding or any other flame or spark-producing operation, operate equipment of any kind or

SUPPLEMENTARY CONDITIONS

ARTICLE 23. Fire Protection (Cont'd.)

23.1 proceed with any work requiring the use of the inflammable substances (such as gasoline, kerosene, paint thinners, or any liquids with closed-up flashpoint below 100° F.) without first securing written permission from the Engineer to perform such operations.

23.2 Should a change in work location from the area designated on the permit be made during the day, a new permit and light-up will be required. Tarpaulins for fire protection curtains, for covering or isolating equipment, and for other purposes, shall be furnished by the Contractor and shall be made of fire-resistant material

23.3 Should a hazardous condition develop in the area, the Contractor shall, at the request of any Monsanto employee, stop all cutting, welding, or other spark-producing activities and shall, whenever possible, assign the man affected to other tasks. The Contractor will be responsible for the first two hours of any delay. Claims of extra cost entailed by shutdowns of any nature may be allowed after the first two (2) hours of the impending condition and shall be immediately discussed with the Engineers.

ARTICLE 24. Fire

24.1 The Contractor shall familiarize all personnel working directly or indirectly under him with the following rules to be followed in case of fire:

a. To report a fire - go to any plant telephone, dial Station 333 and give the designation of the building or area in which the fire is located.
b. If the fire alarm (siren) sounds while personnel are driving in the plant, they shall pull over to the side of the road and stop.
c. Visiting at the scene of a fire or accident by personnel other than members of fire or emergency crews is prohibited.
d. In case of a fire on the job site for which the fire department is called, all personnel other than the Contractor's Supervisors shall immediately leave the area and assemble at the designated "safe area". The Supervisors shall keep themselves available to assist the fire department if requested by the Engineer.

ARTICLE 25. First Aid

25.1 The treatment and care of injuries sustained by Contractor's employees shall be and will remain the responsibility of the Contractor. In the event of a serious injury, an ambulance is available for transporting an injured employee to the hospital and a Registered Nurse is on duty at the Plant Dispensary during the day on week days. Monsanto shall incur no liability for, and Contractor hereby agrees to indemnify Monsanto against any causes of action, claim, liability, or cost including attorney's fees arising in whole or in part out of furnishing of such First Aid Facilities to Contractor's employees or out of the failure to furnish such facilities.

25.2 Prior to the initiation of any work in the Plant, the Contractor shall meet with the Engineer and discuss the proper procedure to use in the event any of the Contractor's employees are injured.

SUPPLEMENTARY CONDITIONS

ARTICLE 26. Industrial Hazards

26.1 The Contractor shall acquaint himself with the industrial hazards, if any, to be encountered in each particular area. Information pertaining to such hazards shall be obtained through the Engineer.

ARTICLE 27. Pipes

27.1 Process piping and conduit shall never be used either to support an individual worker or to support staging. If it is necessary for a ladder to be leaned against a pipe to accomplish some work, permission of the Engineer shall first be secured.

ARTICLE 28. Wiring

28.1 No wiring should be cut without consulting the Engineer. Any wire accidentally broken shall be reported immediately to the Engineer or the Plant Maintenance Supervisor.

ARTICLE 29. Equipment

29.1 All scaffolding, ladders, staging, equipment, etc. shall bear the Contractor's identification mark before they are carried into the plant. No gate pass is necessary to bring equipment into the plant. A gate pass will be required when any scaffolding, ladders, staging, equipment, tools, personal tools, etc. are taken from the plant. The required gate pass may be obtained from Monsanto's Construction Engineer. This must be presented to Monsanto's guard at the entrance.

ARTICLE 30. Safeguards

30.1 Guards must never be removed from machinery while it is operating. Guards must be replaced before starting machinery. Workmen shall never reach through or around guards on moving machinery.

30.2 All high pressure bottles must be in racks or securely tied in vertical position at all times.

ARTICLE 31. Goggles, Etc.

31.1 Goggles, gloves, and other body, face, and head protection must be used, as directed by the Engineer, when working on any process lines.

ARTICLE 32. Danger Tags

32.1 Danger tags must be placed on switches, valves and other controls whenever work is being done on a piece of equipment. Before working on electrical equipment, the switch must be thrown and locked, fuses pull[redacted]d a danger tag bearing the

SUPPLEMENTARY CONDITIONS

ARTICLE 32. Danger Tags (Cont'd.)

32.1 worker's name affixed to the switch; on other types of equipment, control valves, clutch levers, etc., must be locked and similarly tagged. No tags shall be so placed unless clearance has first been secured from the Engineer.

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MONSANTO/Chocolate Bayou Prod.
Box 1---Folder 3

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COST PLUS
AGREEMENT

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BY JOB CLASSIFICATION - $/Hr.

	St. Time	O. T.	St. Time	O. T.	St. Time	O.T.	St. Time	O. T.	St. Time	O. T.
Base Rate										
Mark-up										
Payroll Taxes										
FICA (%)										
LUC (%)										
FUC (%)										
Work. Comp.(%)										
Fringes										
Vac. & Hol.(%)										
Group Ins. (%)										
Other (%)										
Hand Tools (%)										
Liability Ins. (%)										
G.L. (%)										
Auto (%)										
Overhead (%)										
Profit (%)										
Sub Mark-up (%)										
TOTAL PAYMENT										

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GENERAL CONDITIONS