

Monsanto

CONTRACTOR - ASBESTOS

John Asbestos

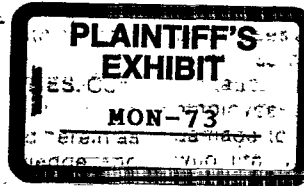
FROM (NAME-LOCATION-PHONE) : Dept. of Medicine & Environmental Health

DATE : July 10, 1985

cc. G. Roush.....G2WG
D.L. Coleman.....G2WF
G.H. Griffin.....E2NC
D.A. Samford.....M2A
J.F. Stapleton....M2A

SUBJECT : Proposed Asbestos Removal/
And Disposal Agreements

REFERENCE :
TO : S. J. Gisburne - M2A



I received your July 9 memo on this subject. I am in complete agreement with the general tone of the memo. From a medical standpoint, we need to know the medical condition of people involved in this type of work. The respirator approval procedure is a necessary component. If necessary, I can go into more elaborate arguments on this point. Suffice it to say that we have previously run into difficulties where, for one reason or another, someone did not wear a respirator during a procedure for which one was clearly indicated. There have been instances where this lack of respirator use was due to medical conditions which should have been picked up and should have been reason for excluding the individual from that particular type of work.

The "preceding twelve-month period" time limit on approval for medical implications of the involved work appears to me to be perfectly adequate. As indicated above, I fully concur with the concept of including respirator use approval as part of the medical examination.

Your question regarding the medical examination following removal of asbestos is one which might give over to considerable discussion. It is my opinion that for the majority of cases, no examination is necessary on completion of the task. As a general rule, the medical findings in an individual with significant exposure to asbestos would be so delayed that examination at the time of completion of the task would not reveal any useful information. An exception should be made in the event of the development of specific symptoms of any type during the task performance. The key factor here is that such an intervening examination would be prompted by development of symptoms and would not specifically relate to any examination in the absence of symptoms.

If you have any questions about any of this, please let me know.

James H. Spraul, M.D.
James H. Spraul, M.D.

/ab

Please make a copy of the entire packet for T. Evans - "F.Y.I."

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Monsanto

JUL 10 1985

FROM NAME LOCAT ON PHONE

LAW DEPARTMENT

S. J. Gisburne - M2A - 4-5437

DATE July 9, 1985

cc G.H. Griffin - E2NC
D.A. Samford - M2A
J.F. Stapleton - M2A

SUBJECT PROPOSED ASBESTOS REMOVAL/
DISPOSAL AGREEMENT

REFERENCE

TO Dr. J. H. Spraul - G2WF

To improve asbestos handling procedures and practices, various MPP and Environmental attorneys have been reviewing the contractual arrangements under which outside contractors engaged by Monsanto perform asbestos removal and disposal.

Consequently, we are in the process of preparing a standard agreement form for use by the plants in contracting with outside contractors for asbestos removal/disposal. A preliminary draft of the proposed agreement is attached.

Although Schedule A-2 of the proposed agreement provides for medical exams (Item 3), it does not require medical approval for use of respirators. The proposed amended Schedule A-2, Item 3 below reflects the addition of language to conform with 29 CFR 1910.1001 (d) (2) (iv) (c) requirement for physician approval prior to respirator use.

"Medical Exams-All personnel expected to be involved in performing Services shall, prior to assignment to perform Services, be given a complete medical exam to include as a minimum a chest x-ray, history of respiratory disease, symptoms, and pulmonary function tests to measure forced vital capacity and forced expiratory volume at one second. No medical exam will be required for personnel with respect to which Contractor provides Monsanto with equivalent examination results and data taken within the immediately preceding twelve-month period. Medical approval from the physician conducting any such examination will be required for any personnel assigned to tasks requiring the use of respirators."

Also, do you feel it would be advisable to require a medical exam after completing the asbestos removal/disposal?

Your comments and/or suggestions would be appreciated.

Sandy Gisburne
Sandy Gisburne

rn7003

Attachment

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ASBESTOS REMOVAL/DISPOSAL AGREEMENT DATED AS OF _____ BETWEEN

MONSANTO COMPANY, 800 North Lindbergh Boulevard, St. Louis, Missouri 63167 ("Monsanto"), and _____

_____ corporation with offices at _____

("Contractor").

1. SERVICES. Monsanto hereby engages Contractor, and Contractor hereby agrees as more fully described in Schedule A-1, attached hereto and made a part hereof, to strip, handle, remove, transport, store, and, to the extent specified by Monsanto pursuant to Schedule A, dispose of certain industrial asbestos waste materials ("Asbestos") from the Monsanto location(s) ("Monsanto Point of Origin") set forth in Schedule A-1, such Asbestos to be disposed of at the disposal facility specified in Schedule A-1 ("Disposal Facility"), upon the terms and conditions set forth herein (all such undertakings by Contractor collectively called "Services").

2. TERM. This Agreement shall commence on the day set forth above and shall terminate as set forth in Schedule A-1, either upon the date specified therein or upon completion of Services by Contractor. However, either party may terminate this Agreement at any time by giving the other party at least ninety (90) days' written notice, and Monsanto may also terminate this Agreement effective at any time by giving Contractor written or oral notice (to be confirmed in writing) if (i) such action is taken by Monsanto pursuant to any governmental law, ordinance, order, rule, regulation or action; or (ii) Monsanto determines that a threat to health or the environment may exist because of Contractor's performance of any such Services; or (iii) any of the warranties or covenants of Contractor set forth in Section 6 hereof become untrue or are not complied with. Sections 6, 7, 8, 9, and 15 shall survive any termination or expiration of this Agreement.

3. DELIVERY, TITLE AND RISK OF LOSS. a. If Contractor is to dispose of the Asbestos pursuant to Schedule A-1, then delivery of Asbestos to Contractor hereunder shall be made at the Monsanto Point of Origin, or elsewhere as may be mutually agreed to by the parties, and title to, all risk of loss, and all other incidents of ownership of the Asbestos shall pass to Contractor when the Asbestos is stripped by Contractor from a facility at the Monsanto Point of Origin, and Contractor assumes full responsibility and liability for the safe and lawful performance of Services thereafter.

b. Contractor shall supply or arrange for the necessary transportation equipment and for the transportation equipment and for the transportation required to transport such Asbestos safely and lawfully from the Monsanto Point of Origin to the Disposal Facility and shall obtain prior approval from Monsanto's Corporate Distribution Department of such transportation arrangements unless Contractor is to provide such transportation utilizing his own private motor carrier operation.

c. Contractor shall comply with, and cause its employees and agents to comply with, all safety and security rules at the Monsanto Point of Origin.

4. FEE FOR SERVICES. Monsanto shall pay Contractor for the proper performance of Services at the rate(s) set forth in Schedule A-1. Contractor shall invoice Monsanto upon completion of Services in accordance with this Agreement. Payments shall be due and payable by Monsanto within thirty (30) days from the date of receipt of Contractor's invoice. Such payment shall constitute the total financial obligation of Monsanto to Contractor. Without the prior written consent of Monsanto, specifically covering same, no claim shall be made by Contractor for additional compensation for work performed by Contractor, or material and equipment furnished by Contractor.

5. WARNING, CLAIMS AND LIMITED LIABILITY. a. The GENERAL DESCRIPTION OF THE VARIOUS TYPES OF ASBESTOS IS SET FORTH IN SCHEDULE A-1; HOWEVER, DUE TO THE VARIOUS USES THEREFOR, THE COMPOSITION OF ANY TYPE OF ASBESTOS MAY VARY AND MAY CONTAIN OTHER MATERIALS; THEREFORE, IF CONTRACTOR IS TO DISPOSE OF THE ASBESTOS PURSUANT TO SCHEDULE A-1, MONSANTO PROVIDES THE ASBESTOS TO CONTRACTOR ON AN "AS IS" BASIS, "WITH ALL FAULTS", AND WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED.

(TERMS AND CONDITIONS CONTINUED ON PAGES 2 AND 3 HEREOF)

This Agreement shall not be binding on Monsanto unless executed by Monsanto and an authorized representative of Contractor, and delivered to Monsanto within thirty (30) days from the date above.

MONSANTO COMPANY

BY _____

TITLE _____

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Contractor shall perform all Services in a sound, safe, lawful and workmanlike manner and,

TERMS AND CONDITIONS

b. If Contractor is to dispose of the Asbestos pursuant to Schedule A-1, all claims by Contractor for any cause whatsoever (whether based in contract, warranty, negligence, strict liability, other tort, violation of law or otherwise) shall be deemed waived unless made in writing and received by Monsanto within forty-five (45) days after delivery of the Asbestos to Contractor.

c. If Monsanto furnishes technical or other advice to Contractor, whether or not at Contractor's request, Monsanto shall not be liable for, and Contractor assumes all risk of, such advice and the results thereof.

Nothing in this Section 5 shall in any way create or imply any liability to Monsanto nor diminish any of Monsanto's rights under Section 7. Indemnification, of this Agreement.

6. CONTRACTOR'S COVENANTS AND WARRANTIES. Contractor covenants with and warrants to Monsanto that:

a. Contractor is engaged in the business described herein as Services and has the requisite experience, knowledge and expertise, suitable facilities, qualified personnel and legal right to perform Services hereunder.

b. If so indicated in Schedule A-1, Contractor shall promptly dispose of the Asbestos at the Disposal Facility by the method indicated in Schedule A-2 in a safe and lawful manner and shall not in any manner salvage, reclaim, re-use, sell or distribute the Asbestos or any part thereof.

c. In performing Services, Contractor shall comply with all laws, ordinances, orders, rules, regulations and actions of the United States and of any state or political subdivision thereof or other governmental unit or agency which may now or hereafter be applicable to the performance of Services by or on behalf of Contractor. In addition, but not limited to the general reference to applicable laws, ordinances, orders, rules, regulations and actions set forth above, Contractor shall ~~do all that is necessary~~ to comply with all the following requirements and safe handling procedures set forth in:

i) 29 CFR 1910.1001,

ii) 40 CFR 61.140 through 61.156, National Emission Standards for Asbestos, and

iii) The Asbestos Safe Handling Procedure as set forth in Schedule A-2 hereof.

d. Contractor has obtained and shall keep in effect all permits, licenses and other forms of documentation required now or hereafter in order to comply with all such governmental laws, ordinances, orders, rules, regulations and actions; and that, upon request of and without charge to Monsanto, Contractor shall furnish Monsanto with copies thereof, together with any certificates or other instruments related to the performance by Contractor of its obligations under this Agreement; and

e. Contractor knows and understands that Asbestos is, or may have been in contact with or contain materials that are flammable, toxic, corrosive, hazardous or defective and that excessive exposure to Asbestos can result in serious injury to or death of persons so exposed from, among other things, asbestosis and lung cancer. Certain information as to the character of the Asbestos and certain recommended precautions for exposure to and handling of the Asbestos have been provided to Contractor by Monsanto as described or referred to in Schedule A-2. Contractor shall advise and inform its employees, agents, and representatives of the nature of the Asbestos and the potential hazards connected with it prior to such individuals' employment in connection with Services and shall see that all appropriate safety and handling precautions are followed to ensure the safety and well-being of persons, property and the environment in the performance of Services.

f. The presence of Contractor or its employees and/or agents shall be restricted to those areas at the Monsanto Point of Origin designated by Monsanto.

7. INDEMNIFICATION. Contractor assumes sole responsibility for, and shall indemnify and hold harmless Monsanto, its present, past and future employees and agents from and against any and all claims, liabilities, suits, proceedings, judgments, orders, fines, penalties, damages, losses, costs and expenses (including, without limitation, costs of defense, settlement and reasonable attorneys' fees and expenses), (all of the foregoing herein collectively called "Liabilities, Proceedings

and Damages")

arising out of or connected with (a) any Asbestos following delivery thereof to Contractor; (b) Services or any other activities, services, or operations of or by Contractor, its employees or agents under or related to this Agreement; or (c) any failure of Contractor or any of its employees or agents to observe or comply with any of Contractor's duties or obligations under this Agreement including, without limitation, any failure to observe or comply with any applicable laws, ordinances, codes, orders, rules or regulations. The foregoing obligations of Contractor shall include, but not be limited to, any and all Liabilities, Proceedings and Damages for or relating to (i) injury to or death of any person (including, without limitation, employees and agents of Contractor or Monsanto), (ii) damage to or loss or destruction of any property (including, without limitation, property of Contractor or Monsanto, and their employees and agents), and (iii) any contamination of, injury or damage to or adverse effect on persons, animals, aquatic or wild life, vegetation, waters, air, land or the environment.

The foregoing indemnification shall apply regardless of the basis of liability or legal principle involved (including, without limitation, contract, warranty, negligence, strict liability, other tort, violation of law or otherwise), but shall not apply to Liabilities, Proceedings and Damages resulting solely and directly from Monsanto's negligence or willful or criminal misconduct.

Upon the request of Monsanto or any other person or party covered by the foregoing indemnification, Contractor shall, at its expense, cause any such claims, liabilities, suits or proceedings to be defended by counsel approved by Monsanto, and Monsanto shall have the right, at Contractor's expense, to participate in the investigation, defense, settlement and/or compromise of same.

8. INSURANCE BY CONTRACTOR. a. Contractor shall not begin performance under this Agreement unless and until:

(i) It has obtained all the insurance required by this Agreement;

(ii) It has furnished Monsanto with certificates of insurance satisfactory to Monsanto evidencing such required insurance;

(iii) Copies of any provisions in Contractor's contract(s) of insurance excluding coverage for pollution have been provided to Monsanto.

b. Every contract of insurance providing the coverages required herein shall provide that such coverages shall not be terminated, reduced or allowed to expire without the insurance carrier first giving Monsanto at least thirty (30) days' prior written notice thereof, and Contractor shall make such arrangements as are necessary to ensure that no termination, reduction or expiration of the insurance required herein becomes effective until thirty (30) days after Monsanto receives such notice.

c. Contractor shall take out and maintain, at its expense, during the term of this Agreement, and for a minimum of two (2) years following the expiration or termination of this Agreement, at least the following insurance in insurance companies satisfactory to Monsanto:

Coverage	Limits
(1) Workmen's Compensation	Statutory
(2) Employer's Liability	\$500,000 each occurrence
(3) Public Liability	\$500,000 each person
(Bodily Injury)	\$1,000,000 each occurrence
(4) Public Liability	\$1,000,000 each occurrence
(Property Damage)	
(5) Automobile Liability	\$1,000,000 combined single
(Bodily Injury and Property Damage)	limit

d. The insurance certificate evidencing the required coverage shall include a certification that the above described insurance coverages include contractual coverage for Contractor's liability under this Agreement.

e. Contractor shall secure from the company carrying Contractor's Workmen's Compensation insurance a waiver of subrogation in favor of Monsanto and its employees and agents and shall furnish to Monsanto a copy of said waiver.

f. The insurance requirements set forth herein are minimum coverage requirements and are not to be construed in any way

as a limitation on Contractor's liability under this Agreement.

9. NOTIFICATION OF CITATIONS AND CLAIMS. Contractor agrees that it will promptly notify Monsanto of any of the following which is connected with any activities, Services or operations of Contractor under this Agreement: (i) any warning, citation, indictment, claim, lawsuit or proceeding issued or instituted by any federal, state or local governmental entity or agency, (ii) the revocation of any license, permit or other document issued to Contractor by any such entity or agency, or (iii) any other claim (including, without limitation, claims for Workmen's Compensation) or lawsuit against Contractor, for personal injury, death or property damage.

10. EXCUSE OF PERFORMANCE. The performance or observance by either party of any obligations of such party under this Agreement may be suspended by it, in whole or in part, in the event of any of the following which prevents such performance or observance: Act of God, war, riot, fire, explosion, accident, flood, sabotage, strike, lockout, injunction, inability to obtain fuel, power, raw materials, labor, containers or transportation facilities, breakage or failure of machinery or apparatus, national defense requirements, compliance with governmental laws, regulations, orders or action, or any other cause (whether similar or dissimilar) beyond the reasonable control of such party; provided, however, that the party so prevented from complying with its obligations hereunder shall immediately notify in writing the other party thereof and such party so prevented shall exercise diligence in an endeavor to remove or overcome the cause of such inability to comply, and provided further that neither party shall be required to settle a labor dispute against its own best judgment. Deliveries suspended or not made by reason of this Section shall be, at Monsanto's discretion, cancelled or made up without liability. If deliveries are made up, the termination date in Schedule A-1, shall be extended accordingly. Nothing in this Section 10 shall excuse Contractor from performance or observance of its obligations under this Agreement by reason of its failure or inability to observe or comply with Section 6c or d of this Agreement.

11. TAXES: Contractor shall pay all applicable sales, consumer, use, service, occupation, privilege or other similar taxes required by law (including interest and penalties, if any) relating to Services without reimbursement by Monsanto, unless otherwise specifically set forth in this Agreement. Contractor shall also pay all federal income, excise and privilege taxes and all state and local income taxes, if any, relating to Services without reimbursement by Monsanto.

12. INDEPENDENT CONTRACTOR. Contractor is and shall always remain an independent contractor in its performance of this Agreement. The provisions of this Agreement shall not be construed as authorizing or reserving to Monsanto any right to exercise any control or direction over the operations, activities, employees, or agents of Contractor in connection with this Agreement, it being understood and agreed that the entire control and direction of such operations, activities, employees or agents shall remain with Contractor. Neither party to this Agreement shall have any authority to employ any person as agent or employee for or on behalf of the other party to this Agreement for any purpose, and neither party to this Agreement, nor any person performing any duties or engaging in any work at the request of such party, shall be deemed to be an employee or agent of the other party to this Agreement.

13. ASSIGNMENT. Contractor may not, whether by operation of law or otherwise, assign or otherwise transfer any of its rights nor delegate the performance of any of its obligations under this Agreement without Monsanto's prior written consent and any attempted assignment, transfer or delegation without such consent shall be void and of no effect. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

14. NOTICES. Unless otherwise specified in this Agreement, any notice, request, approval or other document required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been sufficiently given when delivered in person or deposited in the U.S. mail, postage prepaid, addressed as specified in Schedule A-1 or to such other address

or addresses as may be specified from time to time in a written notice given by such party. The parties shall acknowledge in writing the receipt of any such notice delivered in person.

15. SECRECY PROVISIONS. Contractor, its employees and agents shall treat and maintain as Monsanto's confidential property, and not use or disclose to others during the term of this Agreement and for ten (10) years thereafter, except as is necessary to perform Services hereunder (and then only on a confidential basis satisfactory to Monsanto), any information (including any technical information, experience or data) regarding Monsanto's products, plans, programs, plants, processes, costs, equipment, operations or customers which may be disclosed to or come within the knowledge of, Contractor, its employees and agents in the performance of this Agreement, without Monsanto's prior written consent. The provisions of this Section 15 shall not apply to any information referred to in this section which Contractor establishes (i) has been published and has become part of the public domain other than by acts or omissions of Contractor, its employees and agents (ii) has been furnished or made known to Contractor by third parties (other than those acting directly or indirectly for or on behalf of Monsanto) as a matter of legal right and without restriction on disclosure, or (iii) was in Contractor's possession prior to disclosure by Monsanto to Contractor and was not acquired by Contractor, its employees and agents directly or indirectly from Monsanto.

16. INSPECTION OF SERVICES. Monsanto shall have the right to inspect Services performed by Contractor at any time during the term set forth in Schedule A-1, including a final inspection after all Services have been performed hereunder. Inspection or failure to inspect by Monsanto shall not, under any circumstances, constitute a waiver of any of the provisions of this Agreement or Schedule A-1 or A-2, or of any of Monsanto's rights thereunder. If, upon inspection of Services, any part thereof is found to be faulty, defective or not of good quality, or not in compliance with government or Monsanto requirements for handling asbestos, Contractor shall promptly correct, at its sole risk and expense, any deficiencies. However, under no circumstances shall Monsanto's inspection extend to the supervision or direction of Contractor's employees or agents.

17. CHANGES AND MODIFICATIONS OF SERVICES. Monsanto may from time to time make changes in or modifications to the scope of Services which shall be in writing, and Contractor shall incorporate such changes or modifications into Services. If such changes or modifications result in an increase or decrease in the fee for Contractor's performance of Services, the payment shall be adjusted accordingly.

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

19. MISCELLANEOUS. a. This Agreement constitutes the full understanding of the parties, a complete allocation of risks between them and a complete and exclusive statement of the terms and conditions of their agreement; and all prior agreements, negotiations, dealings and understandings, whether written or oral, regarding the subject matter hereof, are hereby superseded and merged into this Agreement. No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain or supplement the terms or conditions of this Agreement shall be binding unless hereafter made in writing and signed by the party to be bound, and no modification shall be effected by the acknowledgment or acceptance of any forms containing terms or conditions at variance with or in addition to those set forth in this Agreement. No waiver by either party with respect to any

TERMS AND CONDITIONS (continued)

breach, or default or of any right or remedy and no course of dealing or performance shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy unless such waiver be expressed in writing signed by the party to be bound.

b. As used in this Agreement, employees and agents of a party hereto shall be deemed to include such party's past, present and future officers and directors.

c. Section headings as to the contents of particular sections are for convenience only and are in no way to be construed as

part of this Agreement or as a limitation of the scope of the particular sections to which they refer

d. The validity, interpretation and performance of this Agreement and any dispute connected herewith shall be governed and construed in accordance with the laws of the State of Missouri.

e. If any term or provision of this Agreement or any application thereof shall be invalid or unenforceable, the remainder of this Agreement or any other application of such term or provision shall not be affected thereby.

SCHEDULE A-1

TO ASBESTOS REMOVAL/DISPOSAL AGREEMENT BETWEEN

MONSANTO COMPANY AND _____

DATED _____

TERM OF AGREEMENT		
SCOPE OF SERVICES	☐ Stripping and removal of Asbestos ☐ Disposal of Asbestos at the Disposal Facility ☐ Encapsulating and safe rendering of Asbestos insulation. ☐ Other (Specify)	
GENERAL DESCRIPTION OF VARIOUS TYPES OF ASBESTOS		
DISPOSAL FACILITY		
METHOD OF DISPOSAL		
MONSANTO POINT OF ORIGIN		
FEE		
ADDRESS FOR NOTICES	FOR MONSANTO:	FOR CONTRACTOR:
EXPOSURE PRECAUTIONS	Respirator training and test fitting by ☐ Contractor or ☐ Monsanto. Asbestos air monitoring by ☐ Contractor or ☐ Monsanto.	

SCHEDULE A-2

ASBESTOS REMOVAL/DISPOSAL AGREEMENT ASBESTOS SAFE HANDLING PROCEDURES

DATE _____

REMOVAL AND HANDLING

1. Safe Handling — Excessive exposure to Asbestos can result in serious injury or death to persons so exposed from, among other things, asbestosis and lung cancer. It is therefore important that Contractor, its employees, agents and representatives comply with all applicable federal, state and local laws and regulations in performing Services. In addition, Contractor and its employees, agents and representatives shall apply the safe handling procedures in this Schedule A-2 in order to ensure the safety and well-being of persons, property and the environment.

2. Training — All personnel ^{handling} involved in Asbestos removal of any kind must first participate in a documented Asbestos training program. Training will concentrate on engineering controls, housekeeping methods, respirator usage including fitting and limitations of the respirators, the health effects of Asbestos exposure, necessary protection equipment and the contents of all the provisions of the Asbestos standard in 29 CFR 1910.1001. A and 40 CFR 61.140-156. A list of attendees will be maintained and provided to Monsanto upon request.
3. Medical Exams — All personnel ^{handling} involved in Asbestos removal work shall initially be given a complete medical exam to

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ASBESTOS HANDLING PROCEDURES (continued)

include as a minimum a chest x-ray, history of respiratory disease symptoms, and pulmonary function tests to measure forced vital capacity (FVC) and forced expiratory volume at one second (FEV). No medical exam will be required if Contractor provides Monsanto with medical records showing a chest x-ray, respiratory disease history and lung function tests within the immediately preceding twelve-month period for all personnel.

4. Personal Hygiene — Asbestos removal work must be organized to limit the number of times personnel will enter and leave asbestos-contaminated areas to prevent the spread of asbestos fibers. Before going to lunch or whenever leaving the contaminated area, personnel must remove asbestos-contaminated clothing and wash their hands, forearms, faces and necks. Upon return to the worksite, new protective clothes must be put on.

Contaminated, disposable coveralls shall not be worn outside the designated asbestos work area. Used, disposable coveralls should never be stored with street clothing. Properly dispose of the used coveralls before leaving the asbestos work area.

5. Personal Protective Equipment — Personnel working in asbestos-related work areas shall wear the following personal protective equipment:

- a. Half face respirator with high efficiency dust cartridges. Individual personnel must have been fit tested with this respirator within the immediately preceding twelve-month period.
- b. Disposable Tyvek coveralls with attached hood and boots or equivalent.
- c. Disposable gloves.
- d. Safety glasses and hard hats (in required areas).

6. Removal of Personal Protective Equipment — When leaving asbestos-contaminated areas, personnel must remove their personal protective equipment. Respirators should be removed last, cleaned and stored properly to ensure non-contamination.

Disposable coveralls and gloves should be removed carefully, being turned inside out as they are removed; coveralls and gloves should not be re-used once they have been removed. Care must be taken to avoid shaking protective coveralls to avoid the release of asbestos fibers. When possible, suits should be vacuumed off prior to removal. Waste equipment should be placed in approved bags or containers.

7. Work Area Preparation

- A. Asbestos caution signs shall be placed in all approaches to asbestos-involved work areas at such a distance as to allow personnel to read the signs and take proper protective steps before entering the area. The signs shall state:

Asbestos
Dust Hazard

Avoid Breathing Dust

Wear Assigned Protective Equipment

Do Not Remain in Area Unless Your Work Requires It
Breathing Asbestos Dust May Be Hazardous To Your Health

- B. When asbestos removal operations involve open and accessible work areas, the asbestos related work area must be isolated with a clean room to prevent exposures to transient workers. The clean room should be constructed of polyethylene sheet covering walls, ceiling and floors; and should include a separate entry section for removal of contaminated clothing. Transient workers may pass through posted asbestos work areas but must wear an approved dust respirator. Transient workers may never pass through a polyethylene barrier without first putting on all required personal protective equipment.

lene barrier without first putting on all required personal protective equipment.

- C. Upon completion of Services, surfaces inside the clean room must be cleaned with a vacuum having high efficiency particulate (HEPA) filters to capture asbestos fibers. Material collected should be handled as asbestos fibers. The clean room enclosure should be disassembled carefully at the completion of services and handled as asbestos-containing material.

- D. In areas where a clean room cannot be constructed, all surfaces onto which asbestos fibers may have settled must be cleaned with a vacuum having high efficiency particulate (HEPA) filters. The collected material must be handled as asbestos fibers.

- E. If asbestos removal work is being done in a building, area or room that has a central air handling system, the air handling ducts must be sealed off to prevent contamination of the ductwork and other areas served by the ductwork.

8. Handling Procedures

- A. Friable asbestos materials must be thoroughly encapsulated or wet down to prevent emission of airborne fibers before and during the removal process. There shall be no discharge of visible emissions to the outside air. The preferred encapsulant method involves the use of "Asbestite" products, either applied with an airless sprayer or injected.

If "Asbestite" is not available, the second choice is the use of water mixed with a liquid detergent to act as a wetting agent. This is applied with a portable, hand held sprayer.

Encapsulating/wetting and removing asbestos is at least a two-person job. One person should continuously wet the material being removed while the second person actually removes the asbestos.

- B. Whenever and wherever possible, an oscillating saw used in conjunction with a HEPA vacuum should be used to cut asbestos-containing material to prepare it for removal.
- C. Material removed shall not be dropped to ground level. All material shall be encapsulated/wetted and lowered to ground level or shall be conveyed to ground level via dust-tight chutes and containers.
- D. All asbestos materials that have been removed or stripped shall be kept adequately wet at all times.
- E. All asbestos-containing waste material shall be wetted, encapsulated and sealed in leak-tight polyethylene bags. The bags shall be marked or tagged with a label that states:

CAUTION

Contains Asbestos

Avoid Opening or Breaking Container

Breathing Asbestos is Hazardous to Your Health

ORM-C

NOTE: Waste asbestos materials include used coveralls, gloves, dust collection filters and collected material, etc.

- F. Sealed bags should be placed in the approved weather protected, low traffic waste/asbestos storage area prior to disposal. Where appropriate, the bags may be placed in fiber or metal open-head drums. The drums must also be labeled as shown above in 97E.

9. Monitoring — Monitoring to determine worker exposure to asbestos fibers shall be performed during the early stages of Services and repeated at the discretion of Monsanto's Industrial Hygienist.