PLAINTIFF'S EXHIBIT

MON-2282

CONTRACT NO. 09-042-0490

BETWEEN

MONSANTO COMPANY

AND

CAJUN INSULATION COMPANY, INC.

DATED

SEPTEMBER 27,1978

COPY NO. 1

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09-042-0490
Contract No. _____

Project No. _____

CONTRACT

1. This Contract is made as of September 27, 1978, by and between Monsanto Company, 800 North Lindbergh Boulevard, St. Louis, Missouri 63166 ("Monsanto"), and Cajun Insulation Company, Inc., P. O. Box 3961, Lafayette, Louisiana 70501 ("Contractor") for certain work (referred to herein as "Work") to be performed at Monsanto's Plant in Luling, Louisiana (jobsite), commencing September 27,1978.

2. Said Work shall consist of furnishing all operations, labor, equipment, materials and supplies and doing all things necessary for the proper performance of the services or construction of the facilities described or defined in Exhibit "A."

3. For the proper performance of the Work, Monsanto shall pay Contractor on a time-and-material basis in accordance with the rate schedule in Exhibit "A" oa on a firm lump sum basis accepted by Monsanto's Designated Representative.

Payments to be made as follows: Within thirty days following receipt of Contractor's application for payment, Monsanto will pay Contractor a sum equal to 90% of the value of labor and materials which the Representative estimates has been acceptably incorporated into the Work or suitably stored at the job-site, less the total of all previous payments. The balance shall be paid within thirty days after completion and acceptance of the Work by Monsanto. Contractor's application shall be submitted within two working days of the close of each month in a form satisfactory to the Representative. No payments made prior to acceptance of the Work shall be construed to be an acceptance of the Work in whole or in part.

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

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

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

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12. Monsanto may make changes in the specifications or drawings, issue additional instructions or require additions to or deductions from the Work (all of which are hereinafter referred to as a "change" or "changes"), and the amount payable to Contractor under this Contract shall be adjusted accordingly. The provisions of this Contract shall apply to all such changes to the same extent as if originally set forth herein, and Contractor shall proceed therewith when so ordered by the Representative. If any such change involves extra cost, Contractor shall so notify Monsanto within ten days after receipt of the order covering the same, and no claim for payment or reimbursement shall be valid unless such notice is given. If any such change is an addition to the Work, and a lump-sum price is not agreed upon, Contractor shall be paid on a unit-price or a cost-plus-a-percentage basis that is either attached to this Contract as an exhibit or agreed to in writing by the Representative. When payment is on a unit-price or cost-plus-a-percentage basis, Contractor shall keep an accurate record of all quantities and costs incurred thereby, in such form and supported by such evidence as the Representative requires. If any such change is a deduction from the Work, the value of such change shall be determined on the basis of a reasonable estimate of the cost of said deduction. Except for minor changes not involving extra cost, no changes shall be made except pursuant to a written order from the Representative, and no claim for payment or reimbursement shall be valid without such an order.

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

(a) subsurface or latent physical conditions at the site differing materially from those indicated in this Contract, or

(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 this Contract.

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

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

15. Contractor agrees that Monsanto may, by oral or written notice, suspend, delay or interrupt all or any part of the Work at any stage of its progress for the period hereinafter provided. Any oral notice given pursuant hereto shall be confirmed in writing within three days thereafter. If the Work is suspended, delayed or interrupted by Monsanto for a period of ninety days, and unless Contractor agrees in writing to a longer period, Contractor may, at any time thereafter and upon not less than sixty days prior written notice to Monsanto, terminate this Contract and recover from Monsanto for that portion of the Work completed as if Monsanto had terminated this Contract pursuant to article 14 hereof. If Contractor is authorized to resume the Work that was suspended, delayed or interrupted, the Contract shall be equitably adjusted in writing to provide for any necessary increase in the time required for, or the cost properly allocable to, the performance of the Work; provided, however, that Contractor submits a claim for such adjustment within 30 days after such resumption of the Work.

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

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

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

The public liability insurance specified in subparagraphs (c) and (d) above shall include coverage for all of Contractor's contractual liability under article 20 with limits not less than those set forth in subparagraphs (b), (c) and (d) above.

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

23. Contractor shall bind all his Subcontractors to the terms of this Contract which are applicable to the Work sublet.

24. The obligations of Contractor under articles 6, 7, 9, 10, 12, 14, 16, 17, 18, 20 and 24 of this Contract 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 shall be of a continuing nature and effect.

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

(a) If to Monsanto: Mr. Donald I. Samaha, Engineering Specialist
Monsanto Company
P. O. Box 174
Luling, Louisiana 70070

(b) If to Contractor: Mr. Fritz Duhe
Cajun Insulation Company, Inc.
P. O. Box 3961
Lafayette, Louisiana 70501

EXHIBIT "A"
Contract No. 09-042-0490

SCOPE OF WORK

(Description of Work to be performed under the Contract)

Said work shall consist of general installation and repair of insulation and carpentry type work throughout the Luling Plant as requested in written work orders issued by Monsanto's designated representative.

For work requested by Monsanto's designated representative and properly completed by contractor, Monsanto will pay either on a firm lump sum basis accepted in the written work order or on a time-and-material basis according to the following rate schedule:

1. Labor

	General Foreman	Foreman	Master Mechanic	1st Class Mechanic	2nd Class Mechanic	Helper
Base Rate	9.22	7.98	7.55	7.00	6.50	4.50
FICA 6.05%	.56	.48	.46	.42	.39	.27
LUC 3.3%	.30	.26	.25	.23	.21	.15
FUTA 0.7%	.06	.06	.05	.05	.05	.03
Overhead 10%	.92	.80	.76	.70	.65	.45
Profit 10%	.92	.80	.76	.70	.65	.45
Insurance 9.5%	.88	.76	.72	.67	.62	.43
Total Hourly Rate	12.86	11.14	10.55	9.77	9.07	6.28
Overtime Rate	15.21	13.17	12.47	11.55	10.73	7.43

Note -
1. Travel time - none. Pay based on actual hours worked in the Luling Plant.
2. Daily time sheets and material receipts must be prepared in duplicate and be approved by signature of the contact man named by Monsanto's designated representative in the written work order. Monsanto will retain one copy of the time sheets and material receipts.

2. Material

Supplied at published price.

3. Equipment

If requested by Monsanto's designated representative, the following equipment will be supplied at the rates listed:

a.	compressor	$80.00 per week
b.	pick-up truck 1/2 ton	58.00 per week + .10/mile
c.	Flat bed truck - 1-ton	87.50 per week + .12/mile
d.	portable welding machine	72.00 per week
e.	Change houses	50.00 per month
f.	portable toilet facilities	46.90 per month
g.	scaffolding	See attached schedule
h.	pitch pot	10.00 per week
i.	fitting saw	23.50 per week
j.	caulking guns - power drigen	10.00 per week
k.	airless spray unit	37.50 per week

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The following equipment will be furnished at no charge:

1 Ea - 2-ton Pick-up truck
1 Ea - 150 x 40 warehouse storage
1 Ea - Fitting Saw
1 Ea - Foot Shear
1 Ea - Metal Roller
1 Ea - Beader and Crimper
1 Ea - Table Saw
- Hand Tools

4. Miscellaneous Small Tools and Supplies

a.	Drill bits	$ 2.15 each
b.	Drop cloths 9 x 2	8.90 each
c.	Extension cords and buls	8.15 each
d.	Electric drills	13.10 each
e.	Pop rivet guns	23.30 each
f.	Tarpaulins and visqueen	18.20 roll
g.	Power saws	38.95 each

"TUBELOX" STEEL SCAFFOLDING

RENTAL RATES

		MONTHLY	WEEKLY RATE	WEIGHT
BASES		.33	$ .08 ea.	4-1/2 lbs/ea.
COUPLERS				
Standard	1-5/8" x 1-5/8"	.33	.08 ea.	2-3/4 lbs/ea.
	1-5/8" x 2"	.38	.09 "	3 "
	2" x 2"	.43	.10 "	4-1/2 "
	2" x 2-1/2"	.48	.11 "	5-1/2 "
	2" x 3-1/2"	.59	.14 "	7-1/4 "
	2-1/2" x 2-1/2"	.59	.14 "	5-3/4 "
Adjustable	1-5/8" x 1-5/8"	.43	.10 "	3-1/4 "
	1-5/8" x 2"	.48	.11 "	3-1/2 "
	2" x 2"	.54	.13 "	5 "
	2" x 2-1/2"	.59	.14 "	5-1/4 "
	2" x 3-1/2"	.75	.18 "	7 "
	2-1/2" x 2-1/2"	.64	.15 "	5-1/2 "
2" TUBELOX	6'	.64	.15 "	14 "
	8'	.69	.16 "	18 "
	10'	.80	.19 "	22 "
	13'	.90	.22 "	28 "
	16'	1.01	.24 "	34 "
2" PLAIN TUBE - per linear foot			.02 "	2 lbs/ft.
CASTERS				
	Steel	2.93	.69 "	16 lbs/ea.
WRENCHES		1.33	.31 "	2-1/2 "

MINIMUM RENTAL FOR ALL EQUIPMENT IS 4 WEEKS