

Monsanto

FROM NAME LOCATION PHONE

LAW DEPARTMENT

S. J. Gisburne - M2A -4-5437

DEC 6 1985

DATE December 4, 1985

G. H. Griffin - E2NC

D. A. Samford - M2A

SUBJECT ASBESTOS REMOVAL/DISPOSAL
AGREEMENT FORM (PU-123)

REFERENCE

TO

T. L. Blank - G2WP
H. N. Brandstetter - E2NC
B. W. Eley - C2SB
J. L. Henshaw - G2WB
G. E. Hogan - G5NJ
H. M. Keating - B3NA
K. L. Knopf - E2NC
P. C. Krizov - G4NC
T. P. McNamara - CS7W
S. D. Paul - G2WB

N. Prange - 1760
G. Provencher - 1870
G. M. Rinaldi - 1440
P. H. Smith - G3WB
J. H. Spraul - G2WF
N. C. Stout - G2WB
A. W. Thompson - E1NA
B. L. Wilson - M3L
J. F. Winkelmann - 1473
G. H. Woolley - M2F

PLAINTIFF'S EXHIBIT

MON-2255

Attached for your information is a copy of the new Asbestos Removal/Disposal Agreement form which was created for use in contracting with outside contractors for asbestos removal projects.

As you know, this form represents the joint effort of many individuals. Your contribution to this project is greatly appreciated.

Please call if you have any questions or comments.

Sandy Gisburne
Sandy Gisburne

5504/rn

Attachment

C 000488

LAM022397

ASBESTOS REMOVAL/ DISPOSAL AGREEMENT DATED AS OF _____ BETWEEN

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

a _____ corporation with offices at _____

("Contractor").

1. SERVICES. "Agreement" as used herein means this Agreement and Schedules A-1 and A-2 attached hereto and made a part hereof; "Asbestos" as used herein means asbestiform varieties of serpentine (chrysotile), riebeckite (crocidolite), cummingtonite, grunerite, anthophyllite, and actinolite tremolite, and shall also include any material containing Asbestos as so defined. Monsanto hereby engages Contractor, and Contractor hereby agrees as more fully described in Schedule A-1, to strip, handle, remove, transport, store, and, to the extent specified by Monsanto pursuant to Schedule A-1, dispose of, or undertake such other specified services with respect to, certain Asbestos from the Monsanto location(s) ("Monsanto Point of Origin") set forth in Schedule A-1, such Asbestos (if disposal is so indicated in Schedule A-1) 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' prior 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 or the undertakings of Contractor provided for in Section 8 hereof become untrue or are not fulfilled. 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 in writing by the parties, and delivery shall be deemed to have occurred and title to, all risk of loss, and all other incidents of ownership of the Asbestos shall pass to Contractor, on an "as is" basis, "with all faults," and without any warranty, express or implied, 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 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 for such transportation arrangements unless Contractor is to provide such transportation utilizing its own private motor carrier(s).

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. A GENERAL DESCRIPTION OF ASBESTOS WITH RESPECT TO WHICH SERVICES ARE TO BE PERFORMED BY CONTRACTOR 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 SELLS 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, 3 AND 4 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.

(Contractor)

MONSANTO COMPANY

BY _____

BY _____

TITLE _____

TITLE _____

TERMS AND CONDITIONS (continued)

b. 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 or sale 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 of 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. Contractor shall perform all Services in a sound, safe, lawful and workmanlike manner and, if so indicated in Schedule A-1, shall promptly dispose of the Asbestos at the Disposal Facility by the method indicated in Schedule A-1 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 Monsanto Point of Origin fire protection, safety, industrial hygiene, environmental control and security rules, and 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 comply with all the following requirements and safe handling procedures set forth in:

- i) 29 CFR 1910.134, Respiratory Protection;
- ii) 29 CFR 1910.1001, Occupational Safety and Health Standard for Asbestos;
- iii) 40 CFR 61.140 through 61.156, National Emission Standard for Asbestos; and
- iv) The Asbestos Safe Handling Procedures 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;

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 may result in serious injury to or death of persons so exposed from, among other things, asbestosis, mesothelioma 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; and

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, judg-

ments, 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 of 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) Comprehensive General Liability (Bodily Injury) (Property Damage)	\$1,000,000 each occurrence \$1,000,000 each occurrence
(4) Automobile Liability (Bodily Injury and Property Damage)	\$1,000,000 combined single limit
(5) Umbrella Liability	\$1,000,000 each occurrence

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 sub-

rogation 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 Services or other activities 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 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 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 on Monsanto) as a matter of legal right and without restriction on disclosure or use, 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 Schedules 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 and hold harmless Monsanto from and against any causes of action, claims, liabilities, costs and expenses (including, without limitation, costs of defense, settlement and 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 sup-

TERMS AND CONDITIONS (continued)

plement 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 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, handling, removal and storage of Asbestos ☐ Transportation to and disposal of Asbestos at the Disposal Facility ☐ Encapsulating and safe rendering of Asbestos insulation. ☐ EPA notification pursuant to 40 CFR 61.146 ☐ Other (Specify)	
GENERAL DESCRIPTION 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.	

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**SCHEDULE A-2
TO ASBESTOS REMOVAL/DISPOSAL AGREEMENT
ASBESTOS SAFE HANDLING PROCEDURES**

DATE _____

REMOVAL AND HANDLING

1. **Safe Handling** — Excessive exposure to Asbestos may result in serious injury or death to persons so exposed from, among other things, asbestosis, mesothelioma and lung cancer. It is therefore important that Contractor, its employees, agents and representatives comply with all applicable laws, ordinances, orders, rules, regulations and actions in performing Services. In addition, Contractor and its employees, agents and representatives shall ensure the safety and well-being of persons, property and the environment in performing the Services and shall, at a minimum, apply the safe handling procedures in this Schedule A-2, which are based upon applicable federal regulations and are not meant to be all inclusive.
2. **Training** — All personnel involved in Services of any kind must first participate in a documented Asbestos training program. Training, provided by contractor, 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 1910.134, 29 CFR 1910.1001 and 40 CFR 61.140 through 61.158. A list of attendees will be maintained and provided to Monsanto upon request.
3. **Medical Exams** — All personnel expected to be involved in performing Services shall be given, prior to assignment to perform Services and, if requested by Monsanto, following completion of Services, 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 prior to assignment to perform Services will be required for personnel for whom 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.
4. **Personal Hygiene** — Services must be organized to limit the number of times personnel will enter and leave areas where Services are to be performed ("Service Area(s)") to prevent the spread of Asbestos fibers. Before going to lunch or whenever leaving the Service Area, personnel must remove protective clothing and wash their hands, forearms, faces and necks. Upon return to the worksite, new protective clothes must be put on.

Disposable coveralls shall not be worn outside the designated Service Area. Used disposable coveralls should never be stored with street clothing. Properly dispose of the used coveralls before leaving the Service Area.

5. **Personal Protective Equipment** — Personnel working in Service Areas shall wear the following personal protective equipment:
 - a. Half face respirator, approved by the National Institute for Occupational Safety and Health (NIOSH) for use with Asbestos, if air concentration of Asbestos is less than ten times the permissible exposure limit. For higher concentrations, supplied air respirators may be necessary. Each individual must have been fit tested with the appropriate type of respirator within the immediately preceding twelve-month period. Contractor shall provide instruction and training on the use of respirators in conformance with 29 CFR 1910.134 and any applicable state and local regulations.
 - b. Disposable coveralls with attached hood and boots such as Tyvek or equivalent.
 - c. Disposable gloves.
 - d. Safety glasses and hard hats (in required areas).
6. **Removal of Personal Protective Equipment** — When leaving Service 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. **Service Area Preparation**
 - a. Asbestos caution signs shall be placed in all approaches to Service 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 Services involve open and accessible work areas, the Service 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 excursions into Service Areas are not allowed.

C 000493

SCHEDULE A-2
ASBESTOS SAFE HANDLING PROCEDURES (continued)

- 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 HEPA filters. The collected material must be handled as Asbestos fibers.
 - e. If Services are to be performed 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 air-borne fibers before and during the removal process. There shall be no discharge of visible emissions to outside air. One encapsulant method involves use of products such as "Asbestite" either applied with an airless sprayer or injected. Another method involves the use of water mixed with a liquid detergent to act as a wetting agent. This mixture is applied with a portable, hand held sprayer.
 - 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 until sealed in disposable containers.
 - 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 an 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. Drums must also be labeled as shown above in 8e.
9. Monitoring — Monitoring to determine worker exposure to Asbestos fibers shall be performed during all stages of Services, repeated at the discretion of Monsanto's Industrial Hygienist. Sampling and analytic methodology shall be in accordance with appropriate federal, state and local regulations and guidelines.

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