PLAINTIFF'S
EXHIBIT
EXX 151

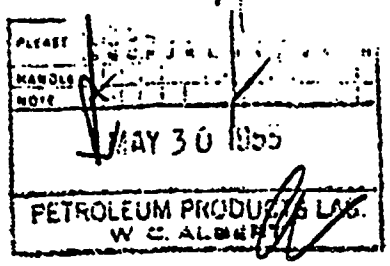
INTER-OFFICE CORRESPONDENCE

LOUISIANA DIVISION
BATON ROUGE, LA.

Kem-Tech

May 27, 1955

Contract 79563-I



Mr. S. E. Kidd
Room 5044
Building

Dear Sir:

We enclose for the Secretarial file a signed original contract dated May 20, 1955, under which Kem-Tech Laboratories is to provide the service of determining the nature and amounts of foreign materials which may be present in the atmosphere in and around Esso's installations in East and West Baton Rouge Parishes.

Very truly yours,

P. C. Walters

By_____
R. J. Gebhart

RJG:bp

cc: Mr. W. C. Albert - Copy of contract attached.
Mr. D. M. Cox " " " "
Mr. A. M. Curtis
Mr. C. R. Draughon-Two copies of contract attached.
Mr. E. G. Miller
Mr. J. E. Miller - Copy of contract attached.
Mr. J. S. White (TML) " " " "
(HSM) " " " "

CONTRACT 79563-X

KEM-TECH LABORATORIES

ESSO STANDARD OIL COMPANY

CONTRACT FOR ATMOSPHERIC SAMPLING AND ANALYSES

A. R. CHOPPIN and PHILIP W. WEST, doing business as Kem-Tech Laboratories, hereafter "Contractors", and Esso Standard Oil Company, a Delaware Corporation, hereafter "Esso", agree as follows:

1. Contractors shall furnish all the materials, superintendence, labor, equipment and transportation required for the execution of this contract and shall execute and perform the work of determining the nature and amounts of foreign materials which may be present in the atmosphere in and around Esso's installations in East Baton Rouge and West Baton Rouge Parishes, Louisiana.

2. Contractors agree that in carrying out this work they shall do and perform the following:

a. Sampling

(1) Sampling of the atmosphere shall be made by Contractors at six (6) points to be selected by Esso in its Refinery property in East Baton Rouge Parish, Louisiana; provided that at the option of Esso one of such points may be located on Esso's Maryland Tank Farm in East Baton Rouge Parish and one may be located on Esso's Anchorage Tank Farm in West Baton Rouge Parish. In addition, Contractors shall take blank samples at points selected by them not less than five (5) miles from the industrial area of the City of Baton Rouge, Louisiana, in locations chosen and furnished by Contractors as being representative of the most favorable atmospheric conditions existing in the general area of the City of Baton Rouge. Contractors shall take samples at each sample point once each month at intervals of approximately thirty (30) days. Six (6) additional samples during the term of this contract shall be taken by Contractors at times to be selected by Esso after giving reasonable notice to Contractors.

(2) In addition to the above, on one day each month Contractors shall take samples at intervals on a line or lines traversing the refinery in a direction perpendicular to the wind, to locate specific contaminants. If any contaminants are found, Contractors shall attempt to trace the contaminants to source if within the refinery or to the

refinery boundary if originating outside the refinery, and to define the area affected by the contamination.

b. Scope of Investigation

(1) Investigations and survey of corrosion shall be included in the work to be done by Contractors and test strips of steel, copper, galvanized iron, aluminum, rubber, automobile body paint and house paint shall be mounted at all sample points, including the control sample points, and checked at intervals to be specified by Esso.

(2) The data obtained shall include checks of dust conditions to determine the dust fall, the dust count and dust identification, including particle counts in each case, for silica, alumina, soda ash, salt cake, sodium chloride, pollen and plant fibers, amorphous materials, and miscellaneous materials, all at a frequency corresponding to the sampling schedule outlined in (a) above.

(3) The work shall include chemical analyses to determine the presence of hydrogen sulphide, sulphur dioxide, chloride, ammonia, chlorine, sulfate and aldehydes on samples taken according to the schedule outlined in (a) above.

(4) Contractors shall use their best efforts to introduce and develop suitable procedures for the detection and determination of the presence in the atmosphere at the above check points of aldehydes, saturated and unsaturated hydrocarbons, chlorinated hydrocarbons, and certain specific compounds such as butadiene and styrene, or other materials they deem desirable to investigate.

(5) Contractors shall take two sets of samples of soil and foliage at fifteen (15) points outside the refinery to be specified by Esso. One set of samples shall be taken in June, the other in December. Samples shall be analyzed for copper and molybdenum by methods mutually agreed upon between Esso and the contractors.

3. Contractors take cognisance of the fact that the work to be done hereunder will require their admittance to Esso's Refinery and tank farms and agree that they and their employees shall observe and abide by all fire, safety, traffic and identification regulations of Esso. All equipment to be used by Contractors on Esso's premises shall be subject to inspection and approval by Esso's safety engineer and shall be operated in accordance with Esso's traffic, fire and safety regulations.

4. Contractors shall be deemed in all respects to all the work to be done hereunder independent contractors and any employees or workmen used by them in connection with said work shall be deemed to be their employees and not in any sense the employees or servants of Esso. Contractors agree, however, that because of

EM003695

their special proficiency in the field of work to be done hereunder they shall themselves conduct or directly supervise the sampling and analytical operations.

5. Detailed records of all work to be done hereunder shall be kept and all data, determinations, findings, results and conclusions shall be furnished promptly to Esso in writing and signed by Contractors. All data, determinations, findings and conclusions as a result of Contractors' work hereunder resulting from tests on Esso's property shall not be communicated to or made available to third parties without the written consent of Esso. At the end of the period of this contract, a written summarization of Contractors' findings shall be given to Esso.

6. It is also understood and agreed that Contractors shall employ and pay all their employees in compliance with the requirements of the Fair Labor Standards Act of 1938, and amendments and supplements thereto.

The Contractors agree to and do hereby accept full and exclusive liability for the payment of any and all contributions and taxes for unemployment compensation insurance or old age pensions or annuities now or hereafter imposed by any Federal or State governmental authority which are imposed with respect to or measured by the wages, salaries or other compensation paid by the Contractors to persons employed by the Contractors and to indemnify and save Esso harmless against such liability.

7. Contractors shall be responsible for and make good to the satisfaction of Esso any loss of or damage to existing structures and property belonging to Esso if such loss or damage is due to the negligence or wilful acts or omissions of Contractors, their employees, agents, representatives or subcontractors; provided, however, Contractors' liability shall be limited to the amount of insurance carried by Contractors to insure such risks or the sum of Fifty Thousand and No/100 ($50,000.00) Dollars, whichever is greater.

EM003696

Contractors shall indemnify and save Esso harmless from all claims for damage to property other than Esso's property arising under or by reason of this agreement if such claims result from the negligence or wilful acts or omissions of Contractors, their employees, agents, representatives or subcontractors.

8. Contractors shall indemnify and save Esso harmless from all claims for injuries to or death of any and all persons arising under or by reason of this agreement if such claims result from the negligence or wilful acts or omissions of Contractors, their employees, agents, representatives or subcontractors.

9. (a) Contractors shall, at their own expense, carry and maintain insurance with companies satisfactory to Esso as follows:

(1) Workmen's Compensation and Employer's Liability Insurance for all of Contractors' employees engaged in the performance of this contract. If any of the work is sublet, Contractors shall require the subcontractors to provide Workmen's Compensation and Employer's Liability insurance for the latter's employees, unless such employees are covered under the Contractors' insurance.

(2) Contractor's Public Liability Insurance and, in addition, if any of the work is sublet, Contractor's Protective Liability Insurance, for an amount not less than $100,000.00 to cover claims for injury or death of one person and not less than $300,000.00 to cover claims for injury or death for all persons as a result of one accident and in an amount not less than $50,000.00 to cover claims for property damage.

(3) Automobile Liability Insurance covering claims for bodily injuries or death and damage to property arising out of the use of motor vehicles in the performance of this contract as follows:

For an amount not less than $100,000.00 to cover injury or death of one person and not less than $300,000.00 to cover all persons sustaining injury or death as a result of one accident.

For an amount not less than $50,000.00 to cover loss or damage to property resulting from one accident.

(b) The Contractors shall have their insurance carrier or carriers furnish to Esso certificates certifying that all insurance required under this agreement is in force, such certificates to stipulate that the insurance will

EM003697

not be cancelled while the work herein specified is in progress without ten (10) days' prior written notice by registered mail to Esso. The Contractors shall on request permit Esso to examine original insurance policies issued in compliance with the requirements hereof. Should the Contractors at any time neglect or refuse to provide the insurance required herein, or should such insurance be cancelled, Esso shall have the right to procure the same and the cost thereof shall be deducted from moneys then due or thereafter to become due the Contractors. Contractors shall not commence work under this agreement until all of the insurance required under this Paragraph 9 shall have been obtained and approved by Esso.

10. The contract price to be paid by Esso to Contractors is:

(a) For the work described in paragraphs 2a(1) and (2) and 2b(1), (2), (3) and (4), the sum of Seven Thousand Two Hundred Fifty and No/100 ($7,250.00) Dollars, to be paid in twelve monthly installments. The first installment shall be Six Hundred Six and No/100 ($606.00) Dollars and payable on April 15, 1955. The remaining eleven monthly installments shall be Six Hundred Four and No/100 ($604.00) Dollars each and payable, one on the 15th of May, 1955, and the others on the fifteenth (15th) of each succeeding calendar month.

(b) For the work described in paragraph 2b(5), the sum of Two Thousand and No/100 ($2,000.00) Dollars, payable One Thousand and No/100 ($1,000.00) Dollars on June 1, 1955, and One Thousand and No/100 ($1,000.00) Dollars on December 1, 1955.

11. No part of the work herein called for shall be subcontracted by Contractors without the written consent of Esso.

12. This contract shall be for one year beginning April 1, 1955, and ending April 1, 1956. It is subject to extension or cancellation as follows: Esso may extend from year to year by giving notice at least sixty (60) days prior to expiration. Contractors may cancel by notice given within fifteen (15) days of Contractors' receipt of Esso's notice of extension.

EM003698

IN WITNESS WHEREOF, the parties hereto have executed this agreement, in duplicate originals, at Baton Rouge, Louisiana, this 20th day of May, 1955.

WITNESSES:

A. R. Choppin

Philip W. West

ESSO STANDARD OIL COMPANY

By _____

EM003699

F. C. WALT[illegible]
Div. Purch[illegible]gent

[illegible] Division • Purchasing Department
P. O. Bo[illegible] BATON ROUGE 1, LA.

REQUISITIONING DEPT.
COPY

DATE MAY 27, 1955

ORDER NO. 79563-Y

KEM-TECH LABORATORY
949 MCKINLEY ST.
BATON ROUGE, LA.

Above ORDER NUMBER must appear on all invoices, bill[illegible] lading, express receipts and correspondence. On L. C. L. s[illegible] ments, mark all shipping tags and packages with above num[illegible]

CARLOAD SHIPMENTS — On date of shipment, telegraph [illegible] office order number, point of origin, car number, and com[illegible] routing. Airmail copy of bill of lading and shipping memo[illegible] dum showing detailed contents of car to P. O. Box [illegible] Baton Rouge, La.

PLEASE SHIP TO:

ESSO STANDARD OIL COMPANY, NORTH BATON ROUGE, LA.

ATTENTION:

VIA:

THIS CODE NO. MUST APPEAR ON ALL INVOICES & PACKING LISTS		QUANTITY	DESCRIPTION
			AS COVERED BY CONTRACT WITH YOU DATED 5-20-55, PROVIDE THE SERVICE OF DETERMINING THE NATURE AND AMOUNTS OF FOREIGN MATERIALS WHICH MAY BE PRESENT IN THE ATMOSPHERE IN AND AROUND ESSO'S INSTALLATIONS IN EAST AND WEST BATON ROUGE PARISHES DURING THE PERIOD 4-1-55 - 3-31-56. FOR A LUMP SUM PRICE OF $[illegible] TO BE PAID IN INSTALLMENTS OUTLINED IN ARTICLE 10 OF CONTRACT. THIS PURCHASE ORDER IS ISSUED FOR BILLING PURPOSES ONLY AND IS NOT TO CONFLICT WITH THE CONTRACT, THE PROVISIONS OF WHICH SHALL GOVERN IN THE EVENT OF A DISCREPANCY BETWEEN THE CONTRACT AND THIS ORDER.

CHARGE W.C. ALBERT

EM003700