INTER-OFFICE CORRESPONDENCE

LOUISIANA DIVISION

BATON ROUGE, LA.

March 31 1953

FILE	JEW	CA	JPC	DNC	CCG	MHG	EMH	TEP	RWW	CVL
HANDLE							✓			
NOTE										

MAR 31 1953

TECHNICAL DIVISION
G. R. MURRELL

PLEASE	JKC	LCD	DMM	HEW	LAB	LCB	EDF	PCK	DTL	ECR	LOW	JJB
HANDLE												
NOTE		✓										

APR 8 1953

PETROLEUM PRODUCTS LAB.
E. M. HATTOX

PENGAD-Bayonne, N.J.

PLAINTIFF'S EXHIBIT
EXX 120

Mr. S. R. Kidd
Building

Dear Mr. Kidd:

Attached is one fully executed copy of the contract between Esso and Messrs. A. R. Choppin and P. W. West of Baton Rouge, Louisiana. This contract covers a study to be made for us to determine the nature and amounts of foreign materials which may be present in the atmosphere in and around our installations in East and West Baton Rouge Parishes.

Very truly yours,

J. M. SHIVERS

CDS:pm

Attachment

cc w/attach: JSW CA GMM JEM

EM003815

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

THIS AGREEMENT by and between ESSO STANDARD OIL COMPANY, a Delaware corporation, having an address at P. O. Box 551, Baton Rouge, Louisiana, herein represented by H. J. Voorhies, duly authorized, hereinafter referred to as "Esso," and A. R. CROTTY and PHILIP W. WEST, residents of the City of Baton Rouge, State of Louisiana, hereinafter jointly referred to as "Contractors,"

W I T N E S S E T H T H A T :

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:

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 twice each month at intervals of approximately fifteen (15) 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.

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, and automobile body paint shall be mounted at all sample points, including the control sample points, and checked at thirty (30) day intervals.

(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 and sulfate, on samples taken according to the schedule outlined in (a) above.

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(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.

3. This contract shall run for a period of one (1) year, beginning on April 1, 1953, and ending on April 1, 1954, subject to the option to Esso for an extension as set out in Paragraph 13 hereof.

4. Contractors take cognizance 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.

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

6. 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.

7. 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.

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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.

8. 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.

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.

9. 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.

10. (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 Dollars to cover claims for injury or death of one person and not less than $300,000.00 Dollars 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 Dollars 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:

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

For an amount not less than $50,000.00 Dollars 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 not be canceled 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 canceled, 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 10 shall have been obtained and approved by Esso.

11. The contract price to be paid by Esso to Contractors for all work to be performed hereunder and all material to be supplied shall be the sum of Eleven Thousand, Eight Hundred ($ 11,800.00) Dollars, to be paid in twelve (12) monthly installments. The first of such installments shall be in the sum of Seven Thousand, Four Hundred ($ 7,400.00) Dollars and shall be paid on April 1, 1953. The remaining eleven monthly installments shall be in the amount of Four Hundred and no/100 ($ 400.00) Dollars, each payable on the first day of each succeeding month.

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

13. Esso shall have the option of extending and renewing this contract for an additional period of one (1) year upon the same terms and conditions herein set forth, except that the contract price for such additional period to be paid to Contractors by Esso, in lieu of that set out in Paragraph 11 above, shall be the sum of Seventy-Two Hundred & Fifty $ 7250.00 Dollars, to be paid monthly

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in advance in twelve (12) equal installments. Notice of the exercise of the option granted hereunder to Esso shall be given by written notice mailed to Contractors at Aubin Lane, Route #2, Baton Rouge, Louisiana, prior to February 1, 1954.

IN WITNESS WHEREOF, the parties hereto have executed this agreement, in duplicate originals, at Baton Rouge, Louisiana, this _____ day of _____, 1953.

WITNESSES:

A. R. Chappin

Philip W. West

ESSO STANDARD OIL COMPANY

By _____
VICE PRESIDENT

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