

SUN-77

## PROFESSIONAL SERVICES CONTRACT

|                                                                                                |                                              |                                                                        |
|------------------------------------------------------------------------------------------------|----------------------------------------------|------------------------------------------------------------------------|
| INFORMATION REGARDING THIS CONTRACT CAN BE SUPPLIED BY<br><b>G. L. Dauberman/J. H. Bennett</b> | TELEPHONE NUMBER<br><b>713/727-2301</b>      | CONTRACT NO.<br><b>PS 100 - 103</b>                                    |
| ACCOUNT OR APPROPRIATION NUMBER<br><b>As applicable</b>                                        | SALES OF USE TAX<br><input type="checkbox"/> | CITY OR STATE<br><input checked="" type="checkbox"/>                   |
| RELEASE NO.                                                                                    |                                              | ONE-TIME CONTRACT<br><input type="checkbox"/>                          |
|                                                                                                |                                              | ON-GOING SERVICES CONTRACT<br><input checked="" type="checkbox"/>      |
|                                                                                                |                                              | RELEASE AGAINST ON-GOING SERVICES CONTRACT<br><input type="checkbox"/> |

**GOLDSTON ENGINEERING, INC.**  
P. O. Box 9668  
Corpus Christi, Texas 78408  
Attn.: Mr. J. A. Shiner

**SUNOCO TERMINALS, INC.**  
P. O. BOX 758  
NEDERLAND, TEXAS 77627

This CONTRACT, effective Dec. 2, 1980 between **SUNOCO TERMINALS, INC.**

**Highway 347, Nederland, Texas 77627**

hereinafter called "Owner", having an office at \_\_\_\_\_ and the "Contractor" shown above.

WITNESS In consideration of the mutual promises herein made, Owner and Contractor agree as follows:

ARTICLE 1 - THE WORK: The Work shall consist of: **Consulting engineering services as required and requested by Owner.**

and shall be performed at the site location of: **As designated by Owner**

Contractor shall perform all Work hereunder in accordance with the terms and conditions of this Contract and the following as noted:

- |                                              |                                                                        |
|----------------------------------------------|------------------------------------------------------------------------|
| (X) 1. Work Description <b>As Applicable</b> | ( ) 5. Compliance Terms and Conditions and Certificates of Compliance. |
| (X) 2. Specifications <b>As Applicable</b>   | Exhibits (A) <b>Rate Schedule</b>                                      |
| (X) 3. Design Drawings <b>As Applicable</b>  | (B) <b>Insurance Certificate</b>                                       |
| (X) 4. Safety and Security Requirements      | ( )                                                                    |

Contractor shall furnish any and all personnel and all other things necessary for the performance and completion of all Work authorized hereunder. Articles 1 through 8 of this document, the Professional Services General Terms and Conditions on the reverse side hereof, and the Exhibits attached hereto or referenced herein shall constitute the Contract between the parties. Notwithstanding any acceptance or acknowledgment sent by Contractor containing additional or different terms and conditions, performance by Contractor shall be deemed an acceptance of the terms hereof.

ARTICLE 2 - ITEMS PROVIDED BY OWNER: Items noted to be specifically supplied by Owner are as follows:

**Office space and normal office supplies as required.**

ARTICLE 3 - COMPENSATION: For satisfactory performance of the Work hereunder, Owner agrees to pay Contractor in the manner and at times specified in Article 4, and Contractor agrees to accept as full and complete payment for providing such Work, compensation as follows:

**According to Rate Schedule - Exhibit "A"**

ARTICLE 4 - MANNER AND TIMES OF PAYMENT:

**Contractor to invoice monthly and shall be due on receipt of invoice.**

Prior to final payment hereunder, and as a condition precedent thereto Contractor shall satisfy the requirements of Clause 14 of the Professional Services General Terms and Conditions on the reverse side hereof.

ARTICLE 5 - TERM: Work under this Contract shall commence on or about Dec. 2, 1980 All Work shall be complete on or before 30 Days written notice by either party.

ARTICLE 6 - CHANGES, ADDITIONS AND/OR DELETIONS: Owner reserves the right, from time to time, to make changes, additions and/or deletions to the Work as it may deem necessary. All changes, additions or deletions shall be made in writing and accepted by both parties before Contractor proceeds with such Work. Contractor shall make no changes, additions or deletions to the Work without Owner's prior written instructions. The cost of such changes, additions or deletions shall be determined as follows:

**As negotiated by both parties.**

Contractor shall make no changes in any performance schedule(s) provided for in article 1 or in any other term of this contract without the prior written approval of Owner.

ARTICLE 7 - INSURANCE: During the performance of all Work hereunder, Contractor shall take out, carry and maintain in insurance company or companies, and in policies of insurance acceptable to Owner, the following insurance with limits not less than indicated for the respective items:

- Workmen's Compensation and Occupational Disease Insurance, including Employer's Liability, complying with laws of the state in which the Work is to be performed or elsewhere as may be required. Employer's Liability Insurance shall be provided with a limit not less than **\$100,000.00**
- Comprehensive General Liability Insurance, including Independent Contractor's Liability, Contractual Liability and Products - Completed Operations Liability and if applicable to this contract, Explosion, Collapse and Underground Damage liability, as well as coverage on all Contractor's equipment (other than motor vehicles licensed for highway use) owned, hired or used in performance of this Contract with limits not less than: **\$1,000,000.00** Bodily Injury & Property Damage Combined single limit each occurrence.
- Automobile Liability Insurance, including Contractual Liability, covering all motor vehicles owned, hired or used in the performance of this contract, with limits not less than: **\$1,000,000.00** Bodily Injury & Property Damage Combined single limit each occurrence.
- Professional Liability Insurance, including Contractual Liability, personal injury and property damage, with limits not less than: **\$1,000,000.00** combined single limit each occurrence.

Prior to the commencement of any Work hereunder, Contractor shall provide Certificates of Insurance evidencing coverage as defined in this Article 7, to the Owner, at the location specified in the Contract Instructions below.

ARTICLE 8 - GOVERNING LAW: This Contract shall be governed by the laws of the jurisdiction wherein the Work is performed unless stated otherwise:

CONTRACT INSTRUCTIONS:  
**G. L. Dauberman**  
**SUNOCO TERMINALS, INC.**  
**P.O. BOX 758, NEDERLAND, TX. 77627**

Contractor shall sign and return one fully executed copy of this contract and all future contract notices to the address shown above. If no address is shown above, copy shall be returned to the "Invoice in Triplicate To" address at the top of the first page.

IN WITNESS WHEREOF, the parties have executed this Contract.

OWNER: DATE: 1-6-81 CONTRACTOR: DATE: 1/19/81

BY: [Signature] BY: [Signature]  
TITLE: **VICE-PRESIDENT-OPERATIONS** TITLE: **VICE PRESIDENT**

# S (B) 00032



**Goldston Corporation**  
Industrial Group

Serial No. (0100)-  
Page 1 of 2

P.O. Box 9668  
Corpus Christi  
Texas 78408

(512) 289-1266  
(512) 289-1200  
Telex: 767667

LABOR RATE SCHEDULE

FOR

INDUSTRIAL PLANT WORK

Effective: January 1, 1982

| LABOR<br>CLASSIFICATION        | CODE<br>DESIGNATION | STRAIGHT TIME<br>HOURLY CHARGE | OVERTIME<br>HOURLY CHAR |
|--------------------------------|---------------------|--------------------------------|-------------------------|
| Project Manager                | PM                  | \$33.05                        | \$48.85                 |
| Project Superintendent         | PS                  | 25.15                          | 37.15                   |
| Superintendent                 | S                   | 22.60                          | 33.45                   |
| Planner/Scheduler              | P/S                 | 22.25                          | 32.90                   |
| Estimator                      | E                   | 22.25                          | 32.90                   |
| General Foreman                | GF                  | 20.45                          | 30.25                   |
| Craft Foreman                  | CF                  | 19.10                          | 28.25                   |
| Labor Foreman                  | LF                  | 15.80                          | 23.35                   |
| Project Engineer               | PE                  | 22.25                          | 32.90                   |
| Field Engineer                 | FE                  | 19.60                          | 29.00                   |
| Buyer                          | B                   | 13.55                          | 20.05                   |
| Field Clerk                    | FC                  | 12.05                          | 17.85                   |
| Time Keeper                    | TK                  | 9.85                           | 14.55                   |
| Instrument Foreman             | IF                  | 20.45                          | 30.25                   |
| Instrument Technician          | IT                  | 18.90                          | 27.90                   |
| Leaderman                      | LDR                 | 18.00                          | 26.65                   |
| Craftsman Journeyman           | CR-J                | 17.40                          | 25.70                   |
| Craftsman First Class          | CR-1                | 16.25                          | 24.00                   |
| Craftsman Second Class         | CR-2                | 14.70                          | 21.75                   |
| Skilled First Class            | SK-1                | 12.85                          | 19.00                   |
| Skilled Second Class           | SK-2                | 11.20                          | 16.55                   |
| Utility First Class            | UT-1                | 9.75                           | 14.45                   |
| Utility Second Class           | UT-2                | 8.45                           | 12.55                   |
| Semi-Skilled Labor             | L-1                 | 7.55                           | 11.15                   |
| Common Labor                   | L-2                 | 6.25                           | 9.25                    |
| Truck Driver Heavy             | TD-1                | 14.50                          | 21.50                   |
| Truck Driver Light             | TD-2                | 11.50                          | 17.00                   |
| Operator - Crane (60 Ton & Up) | OC                  | 18.00                          | 26.50                   |
| Operator First Class           | OP-1                | 17.50                          | 26.00                   |
| Operator Second Class          | OP-2                | 16.00                          | 23.65                   |
| Operator Third Class           | OP-3                | 12.05                          | 17.85                   |
| Rig Welder (Complete)          | RW                  | 26.50                          | 26.50                   |

MARINE  
DOCKS  
WHARVES  
DREDGING  
SURVEYS

## GOLDSTON ENGINEERING, INC.

CONSULTING ENGINEERS  
CIVIL - MECHANICAL - ELECTRICAL  
P. O. BOX 9668      PHONE: AC 512 883-9245  
CORPUS CHRISTI, TEXAS 78408

INDUSTRIAL  
POWER  
TRANSMISSION  
FOUNDATIONS  
PIPING  
UTILITIES  
STRUCTURAL

ENGINEERING CHARGE RATES  
(Special)

Effective June 4, 1979

OFFICE PERSONNEL

|                                 | <u>Regular Time</u> | <u>Overtime*</u> |
|---------------------------------|---------------------|------------------|
| Engineer, Principal             | \$46.25 Hr.         | -                |
| Engineer, Gr. VI                | 35.70               | \$38.64          |
| Engineer, Gr. V                 | 31.10               | 32.70            |
| Engineer, Gr. IV                | 25.44               | 26.75            |
| Engineer, Gr. III               | 20.50               | 21.55            |
| Engineer, Gr. I/II              | 15.55               | 16.35            |
| Engineering Technician, Gr. V   | 24.50               | 25.75            |
| Engineering Technician, Gr. IV  | 21.85               | 23.00            |
| Engineering Technician, Gr. III | 19.25               | 20.25            |
| Engineering Technician, Gr. II  | 17.50               | 18.40            |
| Engineering Technician, Gr. I   | 15.75               | 16.55            |
| Draftsman, Gr. II               | 11.375              | 11.95            |
| Draftsman, Gr. I                | 8.75                | 9.20             |
| Stenographer                    | 9.00                | 12.75            |

Inspection personnel: Payroll cost times an agreed to multiplier

FIELD PERSONNEL AND EQUIPMENT

|                                                                 |                        |       |
|-----------------------------------------------------------------|------------------------|-------|
| Party Chief                                                     | \$17.50                | 18.40 |
| Instrumentman                                                   | 15.75                  | 16.55 |
| Rodman/Chainman                                                 | 11.40                  | 12.00 |
| Field equipment for survey on land<br>with transit, level, etc. | \$10.00 Day            |       |
| Transportation - Land                                           | 25.00 Day + \$0.15 mi. |       |
| Survey skiff complete with tagline, reel,<br>motor and trailer  | 50.00 Day + Fuel       |       |

SPECIAL EQUIPMENT

Electronic Distance Measurer      \$20.00 Day  
IBM System 34 Computer: Charges based upon program required

# S (B) 00034

INCIDENTALS

Supplies, Stakes, Flagging, Blue Prints  
Reproductions and out-of-town expense      Cost + 15%

DEC 1 1980

MATERIALS ACCT.

\*Overtime - Hours worked in excess of 40 per week or 8 hours per day.