

FIELD SERVICES CONTRACT

THIS CONTRACT CAN BE SUPPLIED BY				CONTRACT NO.		CHECK APPROPRIATE BLOCK	
L. Dauberman/J. H. Bennett/K. G. Lowrance				FS 100-076		☐ ONE-TIME CONTRACT ☒ ON-GOING SERVICES CONTRACT ☐ RELEASE AGAINST ON-GOING SERVICES CONTRACT	
ACCOUNT OR APPROPRIATION NUMBER	SALES OR USE TAX	EXEMPT	SUBJECT	NOT SUBJECT	CITY OR STATE	RELEASE NO.	
Valentin Ruiz, Jr. Lease Service					SUNOCO TERMINALS, INC.		
307 E. Gruy					4908 Up River Road		
Hebbronville, Texas 78361					Corpus Christi, Texas 78407		
					Attention: K. G. Lowrance		

This AGREEMENT, effective Jan. 1, 1980, between SUNOCO TERMINALS, INC. hereinafter called "Owner", having an office at Hwy. 347, Nederland, Texas & 4908 Up River Road, Corpus Christi, TX 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: General maintenance and construction services as requested and directed by Owner.

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

- | | | | |
|---|---------------|---------------|-----------------------|
| ☒ 1. Design drawings | As applicable | Exhibits: (A) | Rate Sheet |
| ☒ 2. Specifications | " " | (B) | Insurance Certificate |
| ☒ 3. Work Description | " " | (C) | EEO Certificate |
| ☒ 4. Safety and Security Requirements | " " | () | |

This Agreement, including Articles 1 through 8, the Field 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.

ARTICLE 2 — MATERIALS, PERSONNEL AND SUBCONTRACTS: Contractor shall furnish any and all labor, supervision, permits (unless otherwise stated herein to the contrary), machinery, equipment, tools, fuel, supplies, facilities, materials, transportation and all other things necessary for the performance and completion of all work authorized hereunder, except such items noted to be specifically supplied by Owner as follows:

Such materials as may be furnished by Owner as required.

Unless, otherwise specified, all materials to be furnished by Contractor shall be new and of a grade and quality which conforms to Owner's Standards, if such apply; otherwise such material must be suitable for the use intended.

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

According to Exhibit "A"

ARTICLE 4 — MANNER AND TIMES OF PAYMENT:

Invoices to be rendered monthly and shall be payable upon receipt.

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

ARTICLE 5 — TERM: Work under this Contract shall commence on or about Jan. 1, 1980. All work performed at the site shall be on the basis of Contractor's standard work week as set forth by local agreement. No overtime shall be worked, except for spot overtime, unless approved by the Owner in writing. All work, including testing shall be complete on or before until cancelled by either party with 30 days written notice.

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:

N/A

Contractor shall make no changes in the Schedule of work to be performed hereunder, extending completion beyond the date shown in Article 5 above, without 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 Contractual Liability and Products-Completed Operations Liability and 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 each occurrence and aggregate
- 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 each occurrence and aggregate
- Builders Risk Insurance: The Builders Risk Insurance coverage applicable to this contract is checked below. For definition of applicable coverage see Clause 22 of Field Services General Terms and Conditions on the reverse side of this form. 1. ☐ N/A 2. ☐

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 State wherein the work is performed unless stated otherwise as follows:

Commonwealth of Puerto Rico. The term "State" wherever used in this Contract shall be deemed to include the

CONTRACT INSTRUCTIONS:	
G. L. Dauberman	
SUNOCO TERMINALS, INC.	
P. O. Box 758	
Nederland, Texas 77627	
Contractor shall sign and return one fully executed copy to the address shown above. If no address is shown above, copy should be returned to the "Invoice in Triplicate To" address at the top of this form.	

IN WITNESS WHEREOF, the parties have executed this Contract.

OWNER: DATE: 2-28-80 CONTRACTOR: DATE: 3-26-80
 BY: M. D. [Signature] BY: Valentin Ruiz Jr.
 TITLE: Director of Facilities TITLE: Valentin Ruiz Jr., President

Rates Effective Jan. 1, 1982

3/4 Ton Truck and Tools.....	7.45 per/hour ✓
Foreman.....	9.67 per/hour ✓
Labor.....	8.12 per/hour ✓
Semi-Skill.....	9.07 per/hour
Chain Saw.....	25.00 per/day

4 hour minimum on all equipment.

4 hour minimum on crew.

Overtime will be charged in all time on Saturday, Sunday, Holidays, and on hours on week days past regularly schedule.

A charge for room and Meals will be made when distance requires you to stay overnight.

Your business is appreciated.

Yours truly



RECEIVED
JAN 29 1982
MATERIALS MGMT.

RECEIVED
JAN 18 1982
MATERIALS MGMT.

INTEROFFICE CORRESPONDENCE

SUBJECT: VALENTIN RUIZ, JR. - LABOR & EQUIPMENT
DATE: January 26, 1982
OFFICE: Sun Terminals, Inc. - Deep Sea / Ingleside
FROM: K. G. Lowrance
TO: Jack Bennett

I do approve these new rates for Mr. Ruiz, for labor and equipment in 1982.

The first rate schedule submitted by Jr., is as follows:

3/4 Truck	\$11.40 / hour
Foreman	9.50 / hour
Labor	7.90 / hour

I discussed this with Jr. and told him I would not accept them and asked if he would re-submit prices.

After evaluating the total per hour for a truck, foreman and 2 labors:

1982	\$33.36 / hour
1981	33.65 / hour
1982 (1st proposal)...	36.70 / hour

Basically this shows that we will operate for less expense in 1982 than 1981.


K. G. Lowrance

KGL/msf

cc: J. E. Lewis - with attachments

RECEIVED
JAN 29 1982
MATERIALS MGMT.

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INTEROFFICE CORRESPONDENCE

SUBJECT: VALENTIN RUIZ, JR. LABOR & EQUIPMENT RATES
DATE: January 22, 1982
OFFICE: Materials Management - Nederland
FROM: J. H. Bennett
TO: K. G. Lowrance

Attached is Valentin Ruiz, Jr. labor and equipment rates for 1982. In reviewing these rates it appears he has reduced the 3/4 ton truck and tools by some 29% from \$10.50 to \$7.45 per hour. His labor rates have increased by 12% which is 3% higher than the OCAW settled for.

Also you might note that he calls for 4 hour minimum call out and overtime for hours worked past regularly daily schedule. Our other contracts allow for 2 hour minimum on call outs and overtime after 40 hours worked in one week and holidays are not used in computing overtime.

If you want to let the rates stand as he has them stated please approve the attached rate sheet and return.



JHB/hd

Rates Effective Jan. 1, 1982

3/4 Ton Truck and Tools.....7.45 per/hour
Foreman.....9.67 per/hour
Labor.....8.12 per/hour
Semi-Skill.....9.07 per/hour
Chain Saw.....25.00 per/day

4 hour minimum on all equipment.
4 hour minimum on crew.

Overtime will be charged in all time on Saturday, Sunday,
Holidays, and on hours on week days past regularly schedule.

A charge for room and Meals will be made when distance
requires you to stay overnight.

Your business is appreciated.

Yours truly

Valentin Ruy Jr.

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JAN 29 1982
MATERIALS MGMT.

RECEIVED
JAN 18 1982
MATERIALS MGMT.

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Certificate of Insurance

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY. DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW.

NAME AND ADDRESS OF AGENCY

Keetch-Tolson & Associates
P.O. Box 938
Hebbronville, Texas 78361-0938

COMPANIES AFFORDING COVERAGES

COMPANY LETTER **A** Hartford Insurance Co.
COMPANY LETTER **B**
COMPANY LETTER **C**
COMPANY LETTER **D**
COMPANY LETTER **E**

NAME AND ADDRESS OF INSURED

Valentin Ruiz, Jr.,
P.O. Box 6917,
Ingleside, Texas 78362

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EXPIRATION DATE	Limits of Liability in Thousands (000)		
					EACH OCCURRENCE	AGGREGATE
A	GENERAL LIABILITY ☒ COMPREHENSIVE FORM ☒ PREMISES—OPERATIONS ☐ EXPLOSION AND COLLAPSE HAZARD ☐ UNDERGROUND HAZARD ☐ PRODUCTS/COMPLETED OPERATIONS HAZARD ☒ CONTRACTUAL INSURANCE ☐ BROAD FORM PROPERTY DAMAGE ☐ INDEPENDENT CONTRACTORS ☐ PERSONAL INJURY	65C-659156	1/1/83	BODILY INJURY	\$	\$
				PROPERTY DAMAGE	\$ 300	\$ 300
				BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$	\$
				PERSONAL INJURY		\$
A	AUTOMOBILE LIABILITY ☒ COMPREHENSIVE FORM ☒ OWNED ☒ HIRED ☒ NON-OWNED	65C-659156	1/1/83	BODILY INJURY (EACH PERSON)	\$ 250	
				BODILY INJURY (EACH ACCIDENT)	\$ 500	
				PROPERTY DAMAGE	\$ 100	
				BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$	
A	EXCESS LIABILITY ☒ UMBRELLA FORM ☐ OTHER THAN UMBRELLA FORM	RH 610771	1/1/83	BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$ 1,000	\$ 1,000
				STATUTORY		
	WORKERS' COMPENSATION and EMPLOYERS' LIABILITY				\$	(EACH ACCIDENT)
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES

Oil or Gas Lease Work-Hebbronville & elsewhere in State of Texas
This Certificate of Insurance neither affirmatively nor negatively amends, extends or alters the coverage or any provision of above policies issued by the Hartford Casualty Ins. Co.

Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 10 days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

S (B) 00190

NAME AND ADDRESS OF CERTIFICATE HOLDER:

Sunoco Terminals, Inc.
P.O. Box 758
Nederland, Texas 77627

DATE ISSUED December 18, 1981

Keetch-Tolson & Associates
Harry E. Keetch
AUTHORIZED REPRESENTATIVE

LIBERTY MUTUAL



This is to Certify that

Valentin Ruez Jr., Lease Service
307 E. Gruy
Hebbronville, Tx. 78361

Name and
address of
Insured.

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DEC 14 1981

is, at the date of this certificate, insured by the Company under the policy(ies) listed below. The insurance afforded by the listed policy(ies) is subject to all their terms, exclusions and conditions and is not altered by any requirement, term or condition of any contract or document with respect to which this certificate may be issued.

TYPE OF POLICY		EXPIRATION DATE	POLICY NUMBER	LIMITS OF LIABILITY	
WORKERS' COMPENSATION		12/21/82	WC2-391-038331-011	COVERAGE AFFORDED UNDER W.C. LAW OF FOLLOWING STATES TX	LIMIT OF LIABILITY-COV B (Indicate Limit for each state) 100,000
				MARITIME COVERAGE-FOLLOWING STATES	LIMIT OF LIABILITY MARITIME COVERAGE
LIABILITY	☐ COMPREHENSIVE FORM			BODILY INJURY	PROPERTY DAMAGE
	☐ SCHEDULE FORM			\$ EACH OCCURRENCE	\$ EACH OCCURRENCE
	☐ PRODUCTS COMPLETED OPERATIONS			\$ AGGREGATE	\$ AGGREGATE
	☐ INDEPENDENT CONTRACTORS/CONTRACTORS PROTECTIVE			COMBINED SINGLE LIMIT BODILY INJURY AND PROPERTY DAMAGE	
	☐ CONTRACTUAL LIABILITY			\$ EACH OCCURRENCE	\$ AGGREGATE
LIABILITY	☐ OWNED			\$ EACH PERSON	\$ EACH ACCIDENT
	☐ NON-OWNED			\$ EACH ACCIDENT OR OCCURRENCE	\$ EACH ACCIDENT OR OCCURRENCE
	☐ HIRED			\$ EACH ACCIDENT-SINGLE LIMIT-B.I. AND P.D. COMBINED	

LOCATION(S) OF OPERATIONS & JOB # (If Applicable)

DESCRIPTION OF OPERATIONS:

NOTICE OF CANCELLATION: (NOT APPLICABLE UNLESS A NUMBER OF DAYS IS ENTERED BELOW). BEFORE THE STATED EXPIRATION DATE THE COMPANY MAY NOT CANCEL OR REDUCE THE INSURANCE AFFORDED UNDER THE ABOVE POLICIES UNLESS AT LEAST 10 DAYS NOTICE OF SUCH CANCELLATION OR REDUCTION HAS BEEN GIVEN TO:

Sunoco Terminals, Inc.
P. O. Box 758
Nederland, Tx. 77627
Attn: Mr. Jack Bennett
Spvr.-Purchasing and Contracts

S (B) 00191

Dec 10, 1981

DATE ISSUED

Dallas

OFFICE

tion, as well as other requirements specified in section 114 and section 30 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the award of the contract

2. That no portion of the work required by this contract will be performed at a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when the contract was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.
3. To use its best efforts to comply with clean air standards and clean water standards at the facility in which the contract is being performed.
4. To insert the substance of the provisions of this clause into any nonexempt subcontract, including this paragraph.

- Q. **CLEAN AIR AND WATER CERTIFICATION** [Applicable if contract amount exceeds \$100,000, "or the contracting officer has determined that orders under an indefinite quantity contract in any year will exceed \$100,000," or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857c-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(c)) and is listed by EPA, or is not otherwise exempt.]

Contractor/supplier certifies as follows:

1. Any facility to be utilized in the performance of the proposed contract has not been listed on the Environmental Protection Agency List of Violating Facilities.
2. Contractor/supplier will promptly notify the Contracting Officer, prior to award of the receipt of any communication from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that any facility which contractor/supplier

proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities.

3. Contractor/supplier will include substantially this certification, including this paragraph (3), in every nonexempt subcontract.

- R. **NON-SEGREGATED FACILITIES CERTIFICATION** [Applicable if contract amount exceeds \$10,000 (60 CFR 1.8).]

Contractor/supplier certifies that it does not and will not maintain any facilities it provides for its employees in a segregated manner or permit its employees to perform their services at any location under its control where segregated facilities are maintained, and that contractor/supplier will obtain a similar certification in the form approved by the Director, Office of the Federal Contract Compliance Programs, prior to the award of any non-exempt subcontract.

CONTRACTOR/SUPPLIER CLASSIFICATION — Check appropriate block(s).

☒ **SMALL BUSINESS CONCERN**

Firms which are independently owned and operated, not dominant in their field and meet employment and/or sales standards developed by the Small Business Administration and set forth in 41 CFR Sec. 1-1.701-1.

☐ **MINORITY BUSINESS ENTERPRISE** (defined in Paragraph H)

☐ **WOMEN-OWNED BUSINESS CONCERN** (defined in Paragraph J)

☐ **SMALL BUSINESS CONCERN OWNED AND CONTROLLED BY SOCIALLY AND ECONOMICALLY DISADVANTAGED INDIVIDUALS** (defined in Paragraph L)

Valentin Ruiz Jr.
(Signature of Authorized Representative)

Foreman (owner)
(Title of Authorized Representative)

9-29-81
Date

Valentin Ruiz Jr. Peace Service
Company

401 Ave. H, Box 6917, Ingabele, TX 78365
Address

FOLD AND STAPLE OR TAPE TOGETHER AND STAMP CERTIFICATE SO THAT PRE-ADDRESSED PANEL MARKED "RETURN" FACES OUTWARD.