

SUN-68

FIELD SERVICES CONTRACT

INFORMATION REGARDING THIS CONTRACT CAN BE SUPPLIED BY G. L. Dauberman - J. H. Bennett				CONTRACT NO. -056 FS 100-56		CHECK APPROPRIATE BLOCK	
ACCOUNT/APPROPRIATION NUMBER As Applicable				NOT SUBJECT ☒	CITY OR STATE Nederland, Texas	ONE-TIME CONTRACT ☐	
Perry Construction Company, Inc. P. O. Box 215 Ingleside, Texas 78362 Attention: R. O. Perry				SUNOCO TERMINALS, INC. P. O. Box 758 Nederland, Texas 77627		ON-GOING SERVICES CONTRACT ☒	
USE TAX ☐				RELEASE NO.		RELEASE AGAINST ON-GOING SERVICES CONTRACT ☐	

THIS AGREEMENT, effective 8-9, 19 79, between Sunoco Terminals, Inc. hereinafter called "Owner", having an office at Hwy. 347, Nederland, Texas 77627 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: maintenance mechanics and equipment as requested 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. Design drawings As applicable Exhibits: A) Labor and equipment rates
 (X) 2. Specifications As applicable B) Insurance Certificate
 (X) 3. Work Description As applicable C) EEO Certificate
 (X) 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:

As required and applicable

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 labor & equipment rates - Exhibit A

ARTICLE 4 — MANNER AND TIMES OF PAYMENT:

Invoicing shall be monthly with properly signed job tickets attached.
Terms shall be 30 days net.

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 8-9-79. 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

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:

This contract may be changed or terminated with 15 days written notice by either party.

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. ☐ 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
 copy to the address shown above. If no address is shown above, copy should be returned to the "Invoice in

IN WITNESS WHEREOF, the parties have executed this Contract.

S (B) 00008

OWNER: [Signature] DATE: 8-20-79
 BY: [Signature] BY: [Signature]
 TITLE: Director of Facilities TITLE: [Signature]

MADE
BY

HEAVY CHEMICAL
SOLUTIONS

VACUUM TRUCK
SERVICE

STEEL TANK
RENTAL



WELL KILL
AND ACIDIZ

WATER BLAST

OIL SPILL
CLEAN UP

TANK CLEAN

MUD AND W
HAULING



BRINE SERVICE COMPANY, INC.

Telephone A.C. 512
882-9611

325 Southern Minerals Road
CORPUS CHRISTI, TEXAS 78409

EXHIBIT "A"

The following rates will be charged by Brine Service Co., Inc. for services rendered pertaining to refinery and industrial cleaning/or maintenance procedures.

TANK CLEANING

	STRAIGHT TIME	OVERTIME
Supervisor	\$18.00/hr.	\$27.00/hr.
Foreman (Labor)	15.00/hr.	22.50/hr.
Labor	10.00/hr.	15.00/hr.
Pick up	7.00/hr.	
Lead air analysis	150.00 plus mileage & expenses	
Breathing air equipment	5.00/hr. per unit	
Air Compressor w/filters for breathing air	75.00 per 12 hr. day	
Coppus Exhaust fan	50.00/day	
Coveralls & rubber boots, misc. hand tools, squeegees and		
Misc. cleaning supplies	15.00 per day per man	
Subsistence	35.00 per day per man	

HYDRO BLASTING

Hydro blasting unit w/operator	\$37.50/hr.	
Labor	10.00/hr.	\$15.00/hr.

HOSE RENTALS

1" x 25'	\$ 3.00/day
2" x 25' suct. and disch.	6.00/day
3" x 25' suct. and disch.	8.00/day
3" x 25' plastic suction pipe	8.00/day
2 1/2" x 50' firehose	8.00/day
1 1/2" x 50' firehose	6.00/day

CHEMICAL SERVICES

Brine Service BO-40 detergent	\$ 3.50/gal.
Brine Service BO-44 degreaser	4.50/gal.
BO-40 detergent and BO-44 degreaser are custom prepared for each specific cleaning operation.	
Solvents such as kerosene, diesel, etc., will be charged at market price plus 15%.	

HYDROCHLORIC ACID (Muriatic)

Various strengths with applicable additives available upon request.

S (B) 00006

OVERTIME:

The overtime rate shall apply between the hours of 4:00 p.m. and 8:00 a.m., Monday thru Friday, and on all Saturdays, Sundays and recognized holidays, the only exception being when a 24 hour per day cleaning operation is desired and a mutual agreement is made between the customer and Brine Service Company management personnel.

NOTE: Overtime rates do not apply on Vacuum trucks and Hydro-blast units.

EFFECTIVE: JULY 15 1970

BRINE
HEAVY CHEMICAL
SOLUTIONS
VACUUM TRUCK
SERVICE
STEEL TANK
RENTAL



AND ACID
WATER BLAS
OIL SPIL
CLEAN U
TANK CLEAN
MUD AND W
HAULING

Telephone A.C. 512
882-9611

325 Southern Minerals Road
CORPUS CHRISTI, TEXAS 78409

PRICE SCHEDULE

On Specialized Equipment and Services

VACUUM TANK TRUCK SERVICE

60 to 75 BBL. Capacity Units with Operator	\$ 28.00/hr.
100 & 110 BBL. Capacity Units with Operator	33.00/hr.
120 BBL. Capacity Transport with Operator	33.00/hr.
4 hour minimum call out on vac. & transport trucks	
NOTE: An additional 3.00/hr. shall be charged for the hauling of cleaning acids.	

HIGH PRESSURE PUMP SERVICE

Trailer mounted pumps with measuring tanks, high pressure connections and with operator.....(4 hour minimum).....	\$200.00
Additional Time.....	40.00/hr.

TRUCKING SERVICE

1 Ton Truck with Operator	\$ 17.50/hr.
Gooseneck Trailers	6.00/hr.
Pick-up Truck "Hot Shot Delivery"	.50/mile
4000 lb. Fork Lift with Operator	17.50/hr.
Extra Labor	10.00/hr.

MISCELLANEOUS PUMPS

1" Wash and Transfer Pump	\$ 12.00/day
2" Self-priming Pump	25.00/day
3" Centrifugal Pump	45.00/day
2" Pneumatic Sludge Pump	55.00/day
3" Skid Mount Roper Pump	16.00/hr. w/oper.
3" Pneumatic Sludge Pump	85.00/day

MUD TANK RENTALS

One Day Minimum	\$ 25.00
Each Additional Day	16.00/day

MIXING PLANT

Minimum Charge	\$120.00
Hourly Charge	30.00/hr.

EFFECTIVE DATE: JULY 15, 197

S (B) 00007