PLAINTIFF'S EXHIBIT

SUN-134

J. Sabesek
APPROVED (SIGNATURE)

FIELD SE

INFORMATION REGARDING THIS CONTRACT CAN BE SUPPLIED BY							CHECK APPROPRIATE BLOCK
L.L. Glasgow					PS 400-81-581		ONE TIME CONTRACT
ACCOUNT OR APPROPRIATION NUMBER	W.O.	SALES TAX	EXEMPT	SUBJECT	NOT SUBJECT	CITY OR STATE	RELEASE NO	X ON-GOING SERVICES CONTRACT
as per release/ No.						TX		RELEASE AGAINST ON-GOING SERVICES CONTRACT

CONTRACTOR: Eddie Brinkman Electrical Contractor
Box 4056
Corpus Christi, Texas 78469

LOCATION: Sun Petroleum Products Company
PO Box 2608
Corpus Christi, Texas 78403

This AGREEMENT, effective 3-15-, 19 81, between Sun Petroleum Products A Division of Sun Oil Company of Pennsylvania hereinafter called "Owner", having an office at 1608 Walnut Street Philadelphia, Pennsylvania 19103 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 To furnish supervision, labor, material, tools an equipment as required and requested by an approved P.O. release No. to perform electrical maintenance and construction services on a (24) twenty four hr/day basis as directed by a designated SPPC representative. (No services will be performed on energized lines and transmission substations.)

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

		Exhibits:	
(X) 1.	Design drawings	(X)	As per approved rate sheet
(X) 2.	Specifications	( )	by Eddie Brinkman.
(X) 3.	Work Description	( )	
(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:

Owner reserves the right to provide labor or material at its option.

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:

All invoices will be documented by daily/weekly time sheets and approved by an SPPC representative. Invoices must show this Contract No. PS400-81-5 and release no. or work order no.

ARTICLE 4 — MANNER AND TIMES OF PAYMENT:

Contractor will present Owner with a documented invoice at the completion of each Contract release.

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 3-15-81. 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 3-14-82.

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

This Contract may be cancelled by either party with a thirty (30) days writt notice.

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:

a. 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 $1,000,000

b. 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 Bodily Injury & Property Damage Combined each occurrence and aggregate

c. 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 Bodily Injury & Property Damage Combined each occurrence and aggregate

d. 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:

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: 3-18-81
BY: L.L. Glasgow
TITLE: Purchasing Manager

CONTRACTOR: DATE: 3-18-81
BY: Eddie Brinkman
TITLE: Owner

S (B) 00719

Phone 241-241

Eddie Brinkman
ELECTRICAL CONTRACTING
P.O. Box 4056
Corpus Christi, Texas 78408

March 16, 1981

Sun Petroleum Products Co.
Suntide Road
Corpus Christi, Texas 78408

FS-400-81-581

Attn: Leland Glasglow

Attached are copies of our hourly rate sheets for in-plant construction and maintenance, and Certificate of Insurance by Aetna Casualy & Surety Co. for your records.

We offer to you our services on a 24 hr. a day available service, on all electrical services except Overhead Line and Transmission substations; which we feel at this time that we do not have the equipment or trained personnel to efficienty construct.

Thank you for this inquiry. Please advise if we may be of service to you.

Eddie Brinkman

Eddie Brinkman
Electrical Contracting .

EB/pb

Purch. Contract File
FS-400-81-581

Phone 241-2412

Eddie Brinkman
ELECTRICAL CONTRACTING
P.O. Box 4056
Corpus Christi, Texas 78408

March 3, 1981

Sun Petroleum Products Co.
Suntide Rd.
Corpus Christi, Texas 78410

Attn: Leland Glasglow

The following are wage and equipment rates for in plant, maintenance and force account work effective March 4, 1981 thru Sept. 2, 1981.

	Cost per hr.	Straight Time x1.25	Over Time x1.74	Double Time x2.22
General Foreman	18.51	23.14	32.20	41.09
Area Foreman	17.99	22.48	31.30	39.94
Foreman	17.31	21.64	30.11	38.42
Journeyman	16.42	20.65	28.57	36.47
Apprentice:				
1st. Period	6.14	7.68	10.68	13.63
2nd. Period	6.92	8.65	12.04	15.36
3rd. Period	7.72	9.65	13.43	17.14
4th. Period	8.51	10.64	14.80	18.89
5th. Period	9.30	11.62	16.18	20.65
6th. Period	10.10	12.62	17.57	22.42
7th. Period	10.88	13.60	18.93	24.15
8th. Period	11.67	14.58	20.30	25.90

The following are wage and equipment rates for in plant, maintenance and force account work effective Sept. 3, 1981 thru March 2, 1982.

	Cost per hr.	Straight Time x1.25	Over Time x1.74	Double Time x2.22
General Foreman	19.10	23.88	33.23	42.40
Area Foreman	18.50	23.12	32.19	41.07
Foreman	17.91	22.38	31.16	39.76
Journeyman	17.02	21.27	29.61	37.78

(Cont. pg. 2)

Phone 241-2412

Eddie Brinkman
ELECTRICAL CONTRACTING
P O. Box 4056
Corpus Christi, Texas 78408

	Cost per hr.	Straight Time x1.25	Over Time x1.74	Double Time x2.22
Apprentice:				
1st. Period	6.35	7.94	11.04	14.10
2nd. Period	7.16	8.95	12.46	15.90
3rd. Period	7.99	9.98	13.90	17.74
4th. Period	8.81	11.01	15.32	19.56
5th. Period	9.63	12.04	16.76	21.38
6th. Period	10.46	13.08	18.20	23.22
7th. Period	11.26	14.08	19.59	25.00
8th. Period	12.09	15.11	21.03	26.82

Time and One Half rates apply on work outside regular hours and Saturdays.
Double Time rates apply on Sundays and Holidays.

Material and outside service mark-up is 20% on vendor invoice.

Equipment as per follows:

	Per Hour
** Pick-up w/Tools	6.50
Ditching Machine	15.00
2" thru 5" Conduit Bender	6.00
Bucket Truck	25.00
300 Amp Welding Machine	12.00
Construction Bldg.	.65
Genarator (2000 watt)	1.00
20' Utility Trailor	2.00
5KV Megger	5.00

Respectfully Submitted,

Eddie Brinkman
Electrical Contracting

** Tools - All hand and power tools normally required and used for the installation of electrical systems.

SET TAB STOPS AT ARROWS

Certificate of Insurance

ACORD

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW.

W. L. DINN & COMPANY
P. O. BOX 2068
CORPUS CHRISTI, TEXAS 78403

W. E. BRINKMAN
P. O. BOX 4056
CORPUS CHRISTI, TEXAS 78408

COMPANIES AFFORDING COVERAGES

A AETNA CASUALTY & SURETY COMPANY

B

C

D

E

This is to certify that policies of insurance listed below have been issued to the insured named above for the policy period indicated, 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.

LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	Limits of Liability in Thousands (000)	
A	GENERAL LIABILITY			500	50
	X COMMERCIAL FORM			300	30
	X PREMISES/OPERATIONS	82AL 477050	1-26-82		
	X PRODUCTS/COMPLETED OPERATIONS				
	X CONTRACTUAL				
	INDEPENDENT CONTRACTORS				
	X BROAD FORM PROPERTY DAMAGE				
	PERSONAL INJURY				
A	AUTOMOBILE LIABILITY			250	
	X COMPREHENSIVE FORM			500	
	X OWNED				
	X HIRED	82AL 477050	1-26-82	100	
	X NON-OWNED				
	EXCESS LIABILITY				
	UMBRELLA FORM				
	OTHER THAN UMBRELLA FORM				
A	WORKERS' COMPENSATION and EMPLOYERS' LIABILITY	82JC 277961800	5-14-81	100	
	OTHER				

DESCRIPTION OF OPERATIONS/VEHICLES

ALL LOCATIONS, OPERATIONS AND VEHICLES

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.

CERTIFICATE HOLDER

Sun Petroleum Products company
Suntide Road
Corpus Christi, Texas 78410
ATT: Mr. Leland Glassglow

/jm

DATE 3-3-81

W. L. Dinn & Company, Inc.

S (B) 00723

IF THIS VENDOR, ENTER BID SUMMARY, RECOMMENDED VENDOR, ETC. HERE

PAGE	DATE	REQUESTED BY
1 OF 1	3/19/81	Homer Andre

TROLEUM PRODUCTS COMPANY
A Division of Sun Oil Company of Pennsylvania
Corpus Christi Refinery
P.O. Box 2608
Corpus Christi, Texas 78403

[X] PURCHASE ORDER
[ ] CONTRACT RELEASE

NOTE SHOW ORDER AND CONTRACT NUMBERS ON ALL INVOIC PACKAGES CORRESPONDENCE BILLS OF LADING SHIPP PAPERS PACKING LISTS & DELIVERY TICKETS

INFORMATION REGARDING THIS ORDER CAN BE SUPPLIED BY	TYPED BY	DELIVER BY (DATE)	SHIP VIA	DATE	ORDER NO	CONTRACT NO
L.L. Glasgow	CV			3/19/81	C11055	PS-400-81-582

ACCOUNT OR APPROPRIATION NUMBER	TERMS
BA-075-231-4	net 30

SALES OR USE TAX	EXEMPT	SUBJECT	NOT SUBJECT	CITY OR STATE	F O B
				TX	

TO
Burns International Security
Services, Inc.
Petroleum Tower
Suite 502
Corpus Christi, Texas 78401

INVOICE IN TRIPLICATE TO:
SUN PETROLEUM PRODUCTS COMPAN
A Division of Sun Oil Company of Pennsylvania
P.O. Box 2608
Corpus Christi, Texas 78403
Attention: Materials Management

ATTACH TO INVOICE RECEIPTED FREIGHT BILLS OR BILLS OF L COVERING ANY TRANSPORTATION CHARGES INCLUDED

SAME AS "INVOICE TO" UNLESS OTHERWISE NOTED HERE

SHIP TO:

PLEASE SUPPLY, SUBJECT TO TERMS OF THIS ORDER

ITEM	QUANTITY	UNIT	MATERIAL/COMMODITY CODE	DESCRIPTION	UNIT PRICE	AMO

This Contract Release No. C11055 is for uniformed guards to be furnished by Burns International Security Service, Inc. for the protection of SPPC's Corpus Christi Refinery premises in accordance with the attached professional services Contract No. PS400-81-582 and "Exhibit B" addendum to the P.S.C.

RECEIVE
MAR 24 19
PURCHASIN

This Contract supersedes SPPC Contract No. 400-80-512 and any and all preceeding contracts.

PURCHASING AUTHORITY

REF

SUN MCN-1 E PTG. IN U.S.A.

PURCHASING FILE COPY 3

S (B) 00724

EXHIBIT "B"

ADDENDUM TO SPPC PROFESSIONAL SERVICE CONTRACT NO. PS400-81-582.

THIS AGREEMENT, effective this 1st, day of March, 1981, between Sun Petroleum Products Company, A division of Sun Oil Company of Pennsylvania, a Corporation having an office for the transaction of business at Suntide Road - Corpus Christi, Texas hereinafter called "OWNER" and Burns International Security Services Inc. a Delaware Corporation having a office for the transaction of business at (Petroleum Towers, Suite 502, Corpus Christi, Texas 78401) hereinafter called "CONTRACTOR", is to be a part of and an addendum to the SPPC Professional Service Contract No. PS400-81-582.

WHEREAS, the Owner desires to have the Contractor furnish uniformed guards for the protection of the Owner's premises located at Suntide Road, Corpus Christi, Texas and in consideration of the mutual promises herein made, Owner and Contractor agree as follows:

1. Contractor shall furnish Owner with armed guards, completely outfitted with uniforms and necessary equipment, including side arms and badges for the protection of Owners property. The specific number of guards, principal posts and hours of duty to be agreed upon between the parties from time to time.

2. All work shall be performed in such a manner as to cause a minimum of interference with Owner's operations and the operations of other contractors on the premises. Contractor shall take all necessary and proper precautions to protect the premises and all persons and property thereon from damage, loss or injury.

3. Contractor shall not enter into agreements applicable solely to the providing of work and services hereunder with various labor organizations employed in the work which increase labor rates, or working hours of the work force without prior written approval of Owner.

4. For the services rendered and equipment furnished by the Contractor, the Owner agrees to pay the Contractor in accordance with the rates as follows:

	Guard Rate	+	PT & I (16.98%)	+	Fixed & Var. ($1.98)	=	4.5% S.T. Rate	O.T. Rate
Guard Back Gate (s):								
0-3 Mos.	3.80		.65		6.43		6.72	8.8
3-6 Mos.	4.07		.69		6.74		7.04	9.3
6-12 Mos.	4.40		.75		7.13		7.45	9.8
12 Mos.	4.68		.80		7.46		7.80	10.3
Guard Front Gate:								
0-3 Mos.	4.68		.80		7.46		7.80	10.3
3-6 Mos.	4.95		.84		7.77		8.12	10.8
6-12 Mos.	5.23		.89		8.10		8.46	11.3
12 Mos.	5.56		.94		8.48		8.86	11.9
Roving Guard:								
0-3 Mos.	4.57		.78		7.73		7.66	10.2
3-6 Mos.	4.84		.82		7.64		7.98	10.6
6-12 Mos.	5.12		.87		7.97		8.33	11.1
12 Mos. +	5.45		.93		8.36		8.74	11.7
Captain:								
12 Mos.	5.89		1.00		8.87		9.27	12.5
12 Mos.	7.15		1.21		10.34		10.80	14.8

The Owner will pay the Contractor at the overtime (O.T.) rate for each of Contractors's employees who works in excess of forty five (45) hours per week.

5. The Contractor agrees that it will use its best efforts to provide such additional guards and related personnel as may be requested by the Owner to maintain order by reason of a strike by Owner's employees, civil disturbance, roit or any similar emergency requiring and increase in the number of guards at such rates as shall be mutually agreed upon by parties. Owner agrees to give Contractor not less than 24 hours notice of its requirements for additional guards for such purpose.

6. The rates set forth in paragraph (4) above shall prevail for one (1) year, however, in the event of any change in any federal or

.te legislation or regulation effecting any change in the hours f service provided under this Agreement such rates shall be subject to adjustment by the Contractor in accordance with any actual changes occurring in the bare labor rates (guard rate). Any such revised rates will not become effective until Contractor has provided Owner with thirty (30) days written notice prior to change.