

SUN-80

FIELD SERVICES CONTRACT

INFORMATION REGARDING THIS CONTRACT CAN BE SUPPLIED BY				CONTRACT NO.	
J. H. Bennett/K. G. Lowrance				FS 100-119	
ACCOUNT OR APPROPRIATION NUMBER	SALES OR USE TAX	EXEMPT	SUBJECT	NOT SUBJECT	CITY OR STATE
		☒			
DELTA SANITATION SERVICE 4001 AGNES STREET CORPUS CHRISTI, TEXAS 78405 Attn: Mr. Jake Dimas 512/883-8434				SUNOCO TERMINALS, INC. 4908 UP RIVER ROAD CORPUS CHRISTI, TEXAS	

This AGREEMENT, effective Mar. 1, 1982, between SUNOCO TERMINALS, INC.

Highway 347, Nederland, Texas & 4908 Up River Road, Corpus Christi, Texas 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: Sanitation service by furnishing one (1) 2-Yard Container to be emptied one (1) time per week at Owner's terminal located at 4908 Up River Road, Corpus Christi, Texas.

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

- () 1. Design drawings _____ Exhibits: A) Sanitation Service Agreement
 () 2. Specifications _____ B) Insurance Certificate
 () 3. Work Description _____ C) EEO Compliance Certificate
 () 4. Safety and Security Requirements per attached. () _____

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:

NONE

Unless, otherwise specified, all materials to be furnished by Contractor shall be new and of a grade and quality which conforms to 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:

\$40.00 per month.

ARTICLE 4 — MANNER AND TIMES OF PAYMENT:

Contractor to invoice monthly and shall be payable by the 10th day after invoice is received by Owner.

S (B) 00042

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 Mar. 1, 1982. 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 March 1, 1983 or terminated in writing by either party w/te

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 between Owner and Contractor

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 \$ 100,000.00
- 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: \$ 500,000.00 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: \$ 500,000.00 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:

J. H. Bennett
 SUNOCO TERMINALS, INC.
 P. O. BOX 758 NEDERLAND, TX 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: 3/11/82 CONTRACTOR: DATE: 3/12/82
 BY: [Signature] BY: [Signature]
 TXXX P. J. Clubb TITLE: Owner

EXHIBIT "A"

SANITATION SERVICE AGREEMENT

THIS AGREEMENT this day made and entered into by and between
Delta Sanitation Service, hereinafter called Company, and
Sunoco Terminal, Inc. hereinafter called Customer.

1. The Company agrees to furnish sanitation service to Customer
at location specified by Customer, located at or near 4908 Up River Rd.
Corpus Christi, Texas.

2. The sanitation service furnished hereunder shall be supplied as
follows: One (1) two (2) yard container

3. The Company does hereby agree to service above mentioned
containers as follows: to be emptied once (1) per week, at a price
of \$40.00 per month

4. The Customer agrees to pay Company for service on or before
the 10th day after the date bill is rendered each month at Company's
Corpus Christi address.

The term of this agreement shall begin on March 1, 1982,
or upon such date as service shall be furnished to customer and shall
continue until March 1, 1983. Please sign one copy and return to
Delta. Keep one copy for your records. Thank you.

DELTA SANITATION SERVICE

Customer Sunoco Terminal, Inc.

By Jake Dimas, Manager

By Burke H. [Signature]

Business 883-8434
Phone 67

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.

NAME AND ADDRESS OF AGENCY CRAVENS, DARGAN & CO., SPECIAL RISKS 1903 HERMANN DRIVE P.O. BOX 1660 HOUSTON, TEXAS 77001	COMPANIES AFFORDING COVERAGES EXHIBIT "B" COMPANY LETTER A American Universal Insurance Co. COMPANY LETTER B COMPANY LETTER C COMPANY LETTER D COMPANY LETTER E
NAME AND ADDRESS OF INSURED Oscar Dimas dba Delta Sanitation Service 4001 Agnes Corpus Christi, Texas	

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.

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EXPIRATION DATE	Limits of Liability in Thousands (000)		
					EACH OCCURRENCE	AGGREGATE
	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			BODILY INJURY \$		
				PROPERTY DAMAGE \$		
				BODILY INJURY AND PROPERTY DAMAGE COMBINED \$		
				PERSONAL INJURY \$		
A	AUTOMOBILE LIABILITY ☐ COMPREHENSIVE FORM ☒ OWNED ☐ HIRED ☐ NON-OWNED	ACT 734-5624	2/11/83	BODILY INJURY (EACH PERSON) \$ 250 BODILY INJURY (EACH OCCURRENCE) \$ 500 PROPERTY DAMAGE \$ 100 BODILY INJURY AND PROPERTY DAMAGE COMBINED \$		
	EXCESS LIABILITY ☐ UMBRELLA FORM ☐ OTHER THAN UMBRELLA FORM			BODILY INJURY AND PROPERTY DAMAGE COMBINED \$		
	WORKERS' COMPENSATION and EMPLOYERS' LIABILITY			STATUTORY \$		
	OTHER					

RECEIVED
 MAR 8 1982
 MATERIALS MGMT.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES
\$500 Ded. PD # S (B) 00295

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.

NAME AND ADDRESS OF CERTIFICATE HOLDER.
Sunoco Terminals
P.O. Box 758
Nederland, Texas 77626
attention: Jack Bennett

DATE ISSUED: March 4, 1982
88
Jimmie Faulkner
 AUTHORIZED REPRESENTATIVE
Cravens, Dargan & Co Special Risks
P. O. Box 40308

EXHIBIT "B"

NAME AND ADDRESS OF INSURED

Kingsbury Agency
527 S. Shoreline
Corpus Christi, Texas 78401

NAME AND ADDRESS OF INSURED

Oscar Dimas dba Delta Sanitation Service
4001 Agnes Street
Corpus Christi, Texas 78405

COMPANIES AFFORDING COVERAGES

COMPANY LETTER **A** Interstate Fire & Casualty Company
COMPANY LETTER **B**
COMPANY LETTER **C**
COMPANY LETTER **D**
COMPANY LETTER **E**

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
	GENERAL LIABILITY			BODILY INJURY	\$	\$
	☐ COMPREHENSIVE FORM			PROPERTY DAMAGE	\$	\$
	☐ PREMISES - OPERATIONS			BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$	\$
	☐ EXPLOSION AND COLLAPSE HAZARD			PERSONAL INJURY	\$	\$
	☐ UNDERGROUND HAZARD					
	AUTOMOBILE LIABILITY			BODILY INJURY (EACH PERSON)	\$	\$
	☐ COMPREHENSIVE FORM			BODILY INJURY (EACH ACCIDENT)	\$	\$
	☐ OWNED			PROPERTY DAMAGE	\$	\$
	☐ HIRED			BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$	\$
	☐ NON-OWNED					
A	EXCESS LIABILITY	55C0024515	10/16/82	BODILY INJURY AND PROPERTY DAMAGE COMBINED	1,000,000	\$
	☒ UMBRELLA FORM ☐ OTHER THAN UMBRELLA FORM					
	WORKERS' COMPENSATION and EMPLOYERS' LIABILITY			STATUTORY	\$	\$
	OTHER					

RECEIVED
MAR 8 1982
MATERIALS MGMT.

DESCRIPTION OF OPERATIONS, LOCATIONS, VEHICLES

State of Texas - General Liability and All owned Autos

S (B) 00296

Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 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.

NAME AND ADDRESS OF CERTIFICATE HOLDER

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

Attention: Jack Bennett

DATE ISSUED March 4, 1982

Patty J. Kingsbury
HOLD REPRESENTATIVE