



SUN OIL COMPANY POST OFFICE BOX 2508 CORPUS CHRISTI TEXAS 78401

June 21, 1977

Halliburton Services
6300 Richmond, Suite 124
Houston, Texas 77057

Attn: Thomas C. E. Clark, Area Manager

Gentlemen:

Please find attached Contract No. 5400-77-002 and attachments.
Please execute both copies and return one copy, "Original Return
to Owner" as soon as possible.

Thank you.

Very truly yours,

A handwritten signature in cursive script, reading "D. K. Coker".

D. K. Coker

DKC/bv

PLAINTIFF'S EXHIBIT

KRC-590

S (B) 00384



HALLIBURTON SERVICES

6300 RICHMOND, SUITE 124, HOUSTON, TEXAS 77057

INDUSTRIAL CLEANING DIVISION

TOM CLARK

Area Manager

June 14, 1977

Mr. W. S. Richardson
Suntide Refinery
P. O. Box 2608
Corpus Christi, Texas 78403

Subject: Field Service Contract

Dear Sir:

Per our discussion of June 14, please find enclosed a copy of correspondence addressed to me regarding changes in your Field Service Contract form.

As you can readily see, many of the changes and deletions pertain to construction work which is not applicable in our type service.

I trust the changes, deletions and notation are satisfactory and that we can work out an agreement whereby Halliburton Services can continue to perform work for Suntide.

If I can be of service, please do not hesitate to contact me.

Yours very truly,

Thomas C. E. Clark
Thomas C. E. Clark
Area Manager

TC:DS

Encl.

cc: Mr. William Moody
Mr. D. J. Sargent

#S(B) 00385

13
[Stamp]



HALLIBURTON SERVICES

(405) 251-3760 - DRAWER 1431, DUNCAN, OKLAHOMA 73533

LEGAL DEPARTMENT

ROBERT E. RICE
Vice President - Legal
JOHN B. COOPER
Senior Counsel
WILLIAM C. MCCOY
Senior Counsel
JOHN H. TREGONING
Patent Counsel

Writer's Direct Dial Number

(405) 251-3087

RECEIVED

JUN 13 1977

HALLIBURTON SERVICES
Houston Industrial Cleaning

STAFF ATTORNEYS

Phillip H. Leonard
Robert O. Bailey
Robert A. Atherton
Charles R. Lane
Don L. Cooper
W. Don Myers
Ronald L. Scott

PATENT ATTORNEYS

Thomas R. Weaver
Floyd A. Gonzalez
Robert S. Nisbett
James R. Duzan

June 10, 1977

T. C. Clark
Area Manager
Industrial Cleaning Division
6300 Richmond - Suite 124
Houston, Texas 77057

Re: Contract for Industrial Cleaning Services
Suntide Refinery - Corpus Christi, Texas

Dear Tom:

Attached please find five copies of the Suntide Contract. I have reviewed the proposed contract routed to me through D. J. Sargent and have made some changes, deletions and additions.

First of all, on the first page of the Contract you should probably try and negotiate the agreements to be effective for at least one year, and if possible attempt to use it as a master contract for on-going services during the Contract term. Under Article 7d. Builders Risk Insurance, I have deleted "d" entirely. Builders risk coverage was intended to protect construction in progress and is really not applicable to the services we will be performing. Suntide should have ample protection for any loss which is caused by the negligence of Halliburton under our insurance policies, and as you know our coverage should be more than ample to satisfy any requirements they have under Article 7 for "a., b., or c." .

The majority of the changes that I have made, and deletions, apply to the general terms and conditions on the back of the Contract. I have deleted under "3. Guarantees and Remedies" the second and third paragraphs which provide that the Contractor is to guarantee all work for twelve months, and that if the Owner is dissatisfied with the work Contractor shall "repair or replace" as necessary to meet the guarantee or satisfy the Owner. You should probably explain to the customer that although we have the finest research facilities available in the industry and certainly take considerable pride in our work, we simply cannot guarantee that any cleaning work, no matter how well done, or any piece of equipment, no matter how thoroughly cleaned, will stay clean for any specific period, be it a day, a month or a year. It seems to me that

S (B) 00386

T. C. Clark
June 10, 1977

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it is reasonable to eliminate this provision and fair to both parties, since we have no control what is run through a system that has been cleaned, or a piece of equipment that has been cleaned, once we leave the area of the jobsite, and the Contract, as it is written, would amount to much more than a warranty that we did the job we were intended to do and would, in effect, amount to an agreement not only to clean the equipment one time for a specific price, but for that same price to keep it clean for the twelve month period.

I have next deleted "4. Title to Work", and have done so for several reasons. Since we are not doing any construction work, or actually bringing any material, equipment or supplies that will remain on the job-site, there is no actual construction involved or no addition being made to the premises of the Owner. This distinguishes our work from that of a construction contractor. Further, studies, designs, drawings, and specifications and the like prepared by us would be made and intended for our own use, and would not be the equivalent of blueprints or plans used for construction work. I can see where the Owner would wish to retain blueprints of plans of buildings or equipment built and retained on its premises for future reference and repair and modification. Any such plans that we would prepare would be strictly for our own use, and may, in fact, involve confidential material, or more appropriately, written matter and specifications that are more aptly covered under paragraph 16 relating to confidential information.

I have deleted "5. Patent Infringement" as written in the Owner's contract and have inserted in lieu thereof a new paragraph 5 which is in Exhibit A, which I have added to the Contract. The new paragraph 5 should still provide the protection the Owner is seeking from claims involving patents, but makes our obligation and the Owner's obligation much clearer.

I have deleted under "6. Termination, Cancellation and Suspension" part of the last sentence in the first paragraph. The language I have taken out would have rendered liable to the Owner for all costs incurred in completing the work in the event that the Owner considered us to be in default for one reason or the other. In essence, if we were asked to leave the job, and the Owner hired someone else to complete the work, we would pay the bill of the other company who actually finished the project. Default seems a remote possibility, I feel that any services actually performed by Halliburton will benefit the cleaning job and would be sufficient offset to cover the damages that the Owner might suffer by virtue of reducing the work any subsequent contractor would be required to perform, and therefore reducing his bill. Also, it goes without saying that we have some reluctance to undertake the bill for services of a competitor under any circumstances.

I have deleted "8. Liability and Indemnity" in its entirety and substituted in its place a new paragraph 8 which is found in Exhibit A to the Contract. There are several strong policy reasons for this change, but let me first of all state that any fair reading of the para-

S(B) 00387

T. C. Clark
June 10, 1977

Page 3

graph, as amended, should make it clear that Halliburton will pay for losses occasioned by its own fault. For your review and use in negotiating the Contract, I will explain at least part of our reasons behind our reluctance to grant indemnity as requested. First, we are effectively self insured for the major part of our insurance program by pure retrospective premium plan, and our primary coverage is written through Highlands Insurance Company, which is itself a Halliburton Company. For this reason, we do not really insure ourselves against loss in the traditional sense, except in the most catastrophic of cases, but we do reduce the cost of our coverage. Second, we have a very carefully developed reputation with our own employees, and a considerable loyalty from the vast majority of them built on the premise that we will take care of them if injured on the job. This extends far beyond our formal obligations under any Workmen's Compensation statute and includes payment of salary and other benefits. Our own benefits from this are hard to measure precisely; but we are justifiably proud of our record and certain that this has been the key to our good relations with our people and has played no small part in reducing our claims costs. We are, therefore, extremely reluctant to enter into contracts which by virtue of indemnity provisions require us to take an adversary role with a Halliburton employee. While we offer the best available service in our field, our prices are generally highly competitive, in part, because our insurance and claims procedures reduce our overall costs in this area, and we feel the benefit of our pricing for the quality service offered more than offsets any sharing of risk of the work resulting by our refusal to indemnify a customer. Finally, we object to the inequity for paying for losses not caused by our own negligence or for the entire loss where our negligence was only a minor causative factor. We do not object to paying our proportionate share of a claim where there is joint liability, and I believe the language I have inserted in paragraph 8 places the burden in a manner that is fair and equitable to both parties.

Next, under "10. Inspection, Testing and Acceptance", I have deleted part of the last sentence in the paragraph immediately following the phrase "Contractor shall be relieved of any further responsibility". The language I have deleted referred back to the guarantee provisions in section 3 which I have taken out of the Contract, so it was necessary to remove this reference back.

I have stricken "16. Confidentiality" as written in the contract and inserted a new paragraph 16 in Exhibit A to the Contract. In the rapidly changing world of technology, it is impractical and against our company policy to agree to keep information confidential indefinitely, or to agree "never" to reveal such information. It has been our experience that five years is agreeable to most of our customers for retaining a confidential nature of such information. Also, I have added language requiring identification and marking of such information, as the customer may wish to be kept confidential for the mutual protection of both parties and set out the four most common exceptions to this covenant of confidentiality. Here again, I feel this simply amplifies and better explains the agreement of the parties and their duties as respects such confidential information.

S (B) 00388

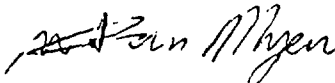
L. C. Clark
June 10, 1977

Page 4

Finally, I have deleted "22. Builders Risk Insurance" in its entirety. These provisions contemplate construction or additions to existing facilities being built by the Contractor, and since we will not be undertaking any such work, I see no reason for us to provide builders risk insurance and am not convinced that any carrier would actually write a policy of this type to cover our cleaning operations. Our liability coverages under our insurance policies should provide adequate protection for any work actually done by Halliburton and any problems arising caused by Halliburton's negligence.

Should you have any questions about the Contract as amended, or if you need assistance in negotiating the Contract in final form with the customer, please feel free to call on me, and I'll be glad to assist in anyway I can.

Very truly yours,


W. DAN MYERS
Senior Attorney

WDM:ew
Attachment

cc: B. G. Taylor, w/attachments
D. J. Sargent, w/attachments
John B. Cooper, w/attachments

S (B) 00389

EXHIBIT "A"

5. **PATENTS:** Upon receipt of written Notice of claims and suits from Owner, Contractor agrees to hold Owner free and harmless from any damages by any court of final jurisdiction in respect of suits for patent infringement filed against Owner which are based upon equipment used by Contractor in the performance of services under this Contract, provided Owner shall give Contractor (1) prompt Notice of claims and suits, (2) all necessary cooperation subject to reimbursement of reasonable expenses, and (3) right to control any negotiations for settlement, said suit, and appeals elected by Contractor and any ancillary litigation deemed necessary by Contractor.
8. **INDEMNITY:** Contractor shall contribute toward payment of any claim or judgment arising from or in connection with the work undertaken by Contractor and brought by any third party or Owner or Owner's employees, for property damage or bodily injury or death, that portion of the total damages equal to the percentage of negligence attributable to Contractor, provided such negligence proximately caused the event or occurrence made the basis of such claim.
16. **CONFIDENTIALITY:** Contractor does further understand that Owner desires the Contractor perform chemical cleaning services (hereinafter referred to as SERVICES) as described in the specifications herein or in purchase orders issued with reference to this Contract and that certain Owner Proprietary Information may be required to be disclosed to Contractor by Owner in order to facilitate performance of the SERVICES by Contractor. Accordingly, to cover the disclosure of Proprietary Information:
- (a) Owner agrees to disclose the Proprietary Information to Contractor in an amount sufficient to enable Contractor to perform the SERVICES. All disclosures made by Owner pursuant to this agreement shall be made in the form of writing and those written disclosures which provide the Proprietary Information shall be identified and marked "CONFIDENTIAL" by Owner. Any disclosure made orally to Contractor by Owner shall be promptly thereafter reduced to writing and those portions providing Proprietary Information shall be so indicated by Owner with "CONFIDENTIAL" marking.
- (b) Subject to the exceptions set forth in numbered paragraph (c) below, Contractor agrees to use reasonable efforts to maintain in confidence and to use reasonable efforts to prevent the disclosure to any person or persons outside its organization for a period of five (5) years from the effective date of this agreement, all written Proprietary Information marked "CONFIDENTIAL" provided to Contractor by Owner. Contractor further agrees not to use any of the Proprietary Information which it is obligated to maintain in confidence pursuant to this agreement for any purpose other than to perform the SERVICES and to provide quotations to Owner for the performance of SERVICES.

Contractor may make copies of written information provided by Owner only to the extent necessary for the performance of the SERVICES. On completion of the SERVICES, Contractor agrees to return to Owner all written Proprietary Information supplied by Owner and to destroy all copies thereof. However, should Contractor desire to retain any such written Proprietary Information, it shall receive the written approval of Owner to do so.

- (c) The confidential obligation imposed on Contractor pursuant to numbered paragraph (b) above shall not extend to any information disclosed by Owner which Contractor can show by reasonable proof:
- (1) to have been in the public domain at the time of its receipt by Contractor under this agreement; or
 - (2) to have become generally known to the public through no fault of Contractor following its receipt by Contractor under this agreement; or
 - (3) to have been known by Contractor prior to its receipt by Contractor under this agreement; or
 - (4) to have been disclosed to Contractor by a third party, on a non-confidential basis, who has no legal duty, known to Contractor, to Owner to maintain the information in confidence.

In the event that any of the Proprietary Information disclosed to Contractor by Owner pursuant to numbered paragraph (a) falls within the exceptions of paragraph (c) above, Contractor agrees to identify the said information in writing and to point out to Owner the exception covering such information.

- (d) Any disclosure by Contractor to Owner for purposes of establishing that any part of the Proprietary Information disclosed hereunder to Contractor by Owner falls within any of the exceptions of numbered paragraph (c) above may include information considered confidential by Contractor. With respect to any such information considered confidential by Contractor which is disclosed by Contractor to Owner pursuant to this numbered paragraph (d) Owner agrees to maintain such information in confidence, to the extent that Owner maintains its own corresponding information in confidence, for a period of five (5) years from the effective date of this agreement.
- (e) Each party hereto shall be free at all times to publish and to use its own confidential information which it discloses to the other party.
- (f) The effective date of this agreement shall be the date on which it is accepted by Owner.

It is hereby mutually agreed by and between Contractor and Owner, that the terms and conditions of this agreement shall govern the rights of the parties as a result of Industrial Cleaning operations by Contractor for Owner and shall supersede and control over any provisions in any purchase order or contract or any written or oral agreement relating to such Industrial Cleaning operations for so long as this agreement is in effect unless both parties expressly exclude a particular job in writing before commencement of the work and any such contract shall specifically identify and refer to this agreement and state clearly that this agreement shall not apply as to such job.

SUN PETROLEUM PRODUCTS COMPANY
A Division of Sun Oil Company of Pennsylvania
CORPUS CHRISTI REFINERY
P. O. BOX 2608
CORPUS CHRISTI, TEXAS 78403

☒ PURCHASE ~~REQUISITION~~

☐ CONTRACT RELEASE

NOTE: SHOW ORDER AND CONTRACT NUMBERS ON ALL INVOICES.
PACKAGES CORRESPONDENCE, BILLS OF LADING, SHIPPING
PAPERS, PACKING LISTS, & DELIVERY TICKETS.

INFORMATION REGARDING THIS ORDER CAN BE SUPPLIED BY		TYPED BY:	
D. K. Coker			
DELIVER BY (DATE)	SHIP VIA	DATE	ORDER NO.
	Vendor's truck	3-9-77	400-77-212
ACCOUNT OR APPROPRIATION NUMBER		TERMS	
		net 30	
SALES OR USE TAX	EXEMPT	SUBJECT	NOT SUBJECT
	☒		
CITY OR STATE	F.O.B.		
TEX.	Plant site		
TO			
Halliburton Services 5398 Leopard Corpus Christi, Tex. 78403			
PLEASE SUPPLY, SUBJECT TO TERMS OF THIS ORDER			
INVOICE IN TRIPLICATE TO:			
SHIP TO:			
SUN PETROLEUM PRODUCTS COMPANY 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 LADING COVERING ANY TRANSPORTATION CHARGES INCLUDED.			
SAME AS "INVOICE TO" UNLESS OTHERWISE NOTED HERE.			

This contract is written to cover contractors performance of service- labor, equipment, material and supervision as directed.

Charges will be as per Halliburton's quotation on file in Sun's Purchasing Department. Halliburton will advise Sun in writing thirty (30) days prior to any change of price.

Requests for services and instructions regarding performance will be given by Sun's E. B. Derry, J. D. Johnson, R. L. Delahoussaye or H. T. Bentley or their delegated representative.

A requisition number will be given to Halliburton at time of service request. The requisition number and this contract number must appear on all delivery tickets, time sheets and invoices.

All delivery tickets and time sheets must be approved (signed) by Sun Personnel who requested services or his delegated representative.

This contract shall continue in force from year to year unless cancelled or revised upon a thirty (30) day written notice by either party.

Note: This contract replaces Contract No. 400-75-113

PURCHASING AUTHORITY

S (B) 00380

SUN PETROLEUM PRODUCTS COMPANY
A Division of Sun Oil Company of Pennsylvania
CORPUS CHRISTI REFINERY
P. O. BOX 2608
CORPUS CHRISTI, TEXAS 78403

☒ PURCHASE REQUISITION/ORDER

☐ CONTRACT RELEASE

NOTE: SHOW ORDER AND CONTRACT NUMBERS ON ALL INVOICES
PACKAGES, CORRESPONDENCE, BILLS OF LADING, SHIPPING
PAPERS, PACKING LISTS, & DELIVERY TICKETS.

INFORMATION REGARDING THIS ORDER CAN BE SUPPLIED BY

TYPED BY:

D. K. Coler

DELIVER BY (DATE)

SHIP VIA

DATE

ORDER NO.

CONTRACT NO.

Vendor's truck

3-11-77

400-77-233

ACCOUNT OR APPROPRIATION NUMBER

TERMS

net

SALES
OR
USE
TAX

EXEMPT
☒

SUBJECT
☐

NOT
SUBJECT
☐

CITY OR
STATE
TX

F.O.B.

Alice, Texas

INVOICE IN
TRIPPLICATE
TO:

SUN PETROLEUM PRODUCTS COMPANY
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 LADING
COVERING ANY TRANSPORTATION CHARGES INCLUDED

SAME AS "INVOICE TO" UNLESS OTHERWISE NOTED HERE.

TO

Halliburton Company Services
P. O. Box 111
Alice, Texas 78332

SHIP
TO:

PLEASE SUPPLY, SUBJECT TO TERMS OF THIS ORDER

ITEM	QUANTITY	UNIT	MATERIAL/COMMODITY CODE	DESCRIPTION	UNIT PRICE	AMOUNT
------	----------	------	----------------------------	-------------	------------	--------

This contract is issued to cover purchases of Halliburton Gel.

\$4.30 cwt

Travel Time

\$25.00 per hour

This contract is for the period March 1, 1977 thru February 28, 1978
and from year to year thereafter until canceled in writing.

Orders will be placed by phone by Herman Brown, or Wm. S. Richardson.

Sun will not be responsible for materials ordered by other than named above.

This contract number must be shown on each delivery ticket and invoice.

Deliver direct to the Boiler House (by-pass our Receiving Department).

Invoicing shall be as per delivery.

NOTE: This contract replaces Suntime Refining Company Contract No. 400-75-18

PURCHASING AUTHORITY

S (B) 00381

*Rev #1
3-8-79
Price increase*

SUN PETROLEUM PRODUCTS COMPANY
A Division of Sun Oil Company of Pennsylvania
CORPUS CHRISTI REFINERY
P. O. BOX 2608
CORPUS CHRISTI, TEXAS 78403

☒ PURCHASE REQUISITION ORDER

☐ CONTRACT RELEASE

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

INFORMATION REGARDING THIS ORDER CAN BE SUPPLIED BY TYPED BY

VEN BY (DATE) SHIP VIA DATE ORDER NO CONTRACT NO

QUANTITY OR APPROPRIATION NUMBER TERMS

EXEMPT SUBJECT NOT SUBJECT CITY OR STATE F O B

Malliburton Company Services
P. O. Box 111
Alice, Texas 78332

INVOICE IN
TRIPPLICATE
TO

SUN PETROLEUM PRODUCTS COMPANY
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 LADING
COVERING ANY TRANSPORTATION CHARGES INCLUDED

SAME AS INVOICE TO UNLESS OTHERWISE NOTED HERE

SHIP
TO:

PLEASE SUPPLY, SUBJECT TO TERMS OF THIS ORDER

QUANTITY	UNIT	MATERIAL/COMMODITY CODE	DESCRIPTION	UNIT PRICE	AMOUNT
----------	------	----------------------------	-------------	------------	--------

This contract is issued to cover purchases of Malliburton Gal. \$4.30 cwt

Travel Time \$25.00 per hour

This contract is for the period March 1, 1977 thru February 28, 1978
and from year to year thereafter until canceled in writing.

Orders will be placed by phone by Herman Brown, or Mr. S. Richardson.

Sun will not be responsible for materials ordered by other than named above.

This contract number must be shown on each delivery ticket and invoice.

Deliver direct to the Seller House (by-pass our Receiving Department).

Invoicing shall be as per delivery.

NOTE: This contract replaces Surtide Refining Company Contract No. 400-75-18

S (B) 00368

PURCHASING AUTHORITY

Rev #1
3-8-79
Price increase

1 of 1

3-9-79

REQUESTED BY
M. S. Richardson

SUN PETROLEUM PRODUCTS COMPANY
A Division of Sun Oil Company of Pennsylvania
CORPUS CHRISTI REFINERY
P. O. BOX 2608
CORPUS CHRISTI, TEXAS 78403

☒ PURCHASE ~~REQUISITION~~/ORDER

☐ CONTRACT RELEASE

NOTE SHOW ORDER AND CONTRACT NUMBERS ON ALL INVOICES
PACKAGES CORRESPONDENCE BILLS OF LADING SHIPPING
PAPERS, PACKING LISTS & DELIVERY TICKETS

INFORMATION REGARDING THIS ORDER CAN BE SUPPLIED BY TYPED BY
Ken Coker

DELIVER BY (DATE) SHIP VIA DATE ORDER NO CONTRACT NO
Vendor's truck 3-9-79 400-77-233-Rev. 1

ACCOUNT OR APPROPRIATION NUMBER TERMS
Mat

SALES OR USE TAX EXEMPT SUBJECT NOT SUBJECT CITY OR STATE F O B
☒ ☐ ☐ ☐ **TX** **Alice, Texas**

TO **Halliburton Services**
P.O. Box 111
Alice, Texas 78322

INVOICE IN
TRIPPLICATE
TO:

SUN PETROLEUM PRODUCTS COMPANY
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 LADING
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	AMOUNT
------	----------	------	----------------------------	-------------	------------	--------

Revision No. 1

**This revision is written to increase the
price of the following, effective January
1, 1979:**

Halliburton Gel

\$6.15 cwt

S (B) 00369

PURCHASING AUTHORITY

FIELD SERVICES CONTRACT

INFORMATION REGARDING THIS CONTRACT CAN BE SUPPLIED BY				CONTRACT NO.		CHECK APPROPRIATE BLOCK	
Mr. S. Richardson				5400-77-002		ONE TIME CONTRACT	
ACCOUNT OR APPROPRIATION NUMBER				SALES TAX		X	
HALLIBURTON SERVICES A Halliburton Company 6300 Richmond Avenue, Suite 124 Houston, Texas 77057				EXEMPT		X	
				SUBJECT		X	
				NOT SUBJECT		X	
				CITY OR STATE		TEX.	
				RELEASE BY		X	
				RELEASE AGAINST CONTRACTOR'S SERVICE CONTRACT		X	
				Sun Petroleum Products Company A Division of Sun Oil Company of Pennsylvania Corpus Christi Refinery P. O. Box 2608 Corpus Christi, Texas 78403			
This AGREEMENT, effective 6-20-77, between 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: **An On-Going Services Contract covering labor, supervision, equipment and materials as required for Chemical Cleaning and Hydroblasting services at Owner's Corpus Christi, Texas Refinery.**

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

- () 1. Design drawings _____ Exhibit: (A) **Attachment**
 (X) 2. Specifications **As per Contract Release** (B) **Contract No. 400-77-212**
 (X) 3. Work Description **As per Contract Release** () _____
 (X) 4. Safety and Security Requirements **Attachment** () _____

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 specified on each Contract Release

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:

As per Exhibit "A"

ARTICLE 4 — MANNER AND TIMES OF PAYMENT:

Contractor shall prepare a separate invoice, in accordance with rates as per Exhibit "B", for each Contract Release issued which will be paid upon completion and acceptance of the work.

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 **as required**. 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 **as required**.

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:

None

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 **\$500,000.00**.
- 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 **\$500,000.00**.
- 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**.
- Builder's Risk Insurance covering applicable to this contract is checked below. For definition of applicable coverage, check **XXXXXX**.

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:

Mr. S. Richardson

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: **6-20-77**
 BY: **S. Richardson**
 TITLE: **Materials Manager**

CONTRACTOR: DATE: **6-25-77**
 BY: **Thomas C. Clark**
 TITLE: **Area Manager, Industrial Cleaning Di**